



Zoning Board of Appeals
97 N Broad St
Hillsdale, MI 49242
zoning@cityofhillsdale.org

AGENDA

Zoning Board of Appeals
February 11, 2026, 5:30 PM
Hillsdale City Hall – Council Chambers

- I. Call to Order**
 - a. Pledge of Allegiance
 - b. Roll Call
- II. Public Hearings**
 - a. VV26-0001 – 386 W Carleton Rd
- III. Old Business**
 - a. None
- IV. New Business**
 - a. Establish appeal deadline in Bylaws
- V. Public Comment**
 - a. Items on the agenda, but which are not items subject to public hearing
- VI. Adjournment**

VV26-0001



FOR OFFICE USE ONLY	
Date Received:	01/13/2026
Received By:	Clerk
Receipt #:	102375
Permit # Ref:	P32025-076

ZONING BOARD OF APPEALS PETITION FORM

Please submit completed applications and appropriate fees (\$300) to:

City of Hillsdale
Zoning Board of Appeals
97 N Broad St
Hillsdale, MI 49242

Phone: (517) 437-6449
Email: zoning@cityofhillsdale.org

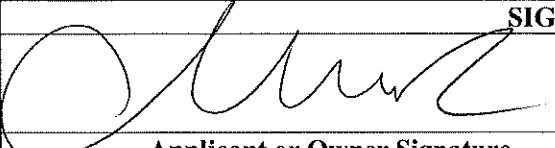
APPLICANT/AGENT/CONTRACTOR	PROPERTY OWNER
Name: Melissa DesJardin	Name: Melissa DesJardin
Entity Name: HOPE Harbor	Entity Name: BMAK Charity Thrifts
Mailing Address: 386 W. Carleton Rd	Mailing Address: 390 W. Carleton Rd
City, State, Zip: Hillsdale, MI 49242	City, State, Zip: Hillsdale, MI 49242
Phone: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

Applicant **MUST** have a legal interest in the subject property. If the applicant is not the property owner, please describe the interest and provide the appropriate documentation with this application:

Lease (Lease Attached)

PROPERTY INFORMATION	
Address: 386 W Carleton Rd	Parcel #: 30006-222-326-03
City, State, Zip: Hillsdale, Michigan 49242	Zoning District: B-3

PETITION INFORMATION	
*** Attach a copy of the decision or notice prompting this appeal ***	
<input type="checkbox"/>	Non-Use Variance – A dimensional variance that modifies a provision or requirement of the zoning ordinance authorized by the ZBA when the strict or literal application of the ordinance would cause “practical difficulties” for the owner.
<input checked="" type="checkbox"/>	Use Variance – Allows use of land that is not permitted in the district in which the property is located. This variance requires that the applicant demonstrate that “unnecessary hardship” would be imposed if the owner cannot use the property as requested.
Detailed Narrative of Request: <i>(State exactly what is intended to be done on or with the property that necessitates a variance. Attach additional sheets as necessary)</i> <p>The building with address 386 W Carleton will be used for Sober Transitional Housing. We are asking for the residential use on the 1st floor rather than the second floor under the multi use. We are asking for this reasonable accommodation to allow those with disabilities access.</p>	

SIGNATURE	
	11/13/26
Applicant or Owner Signature	Date

Sec. 36-84. – Appeal procedure

- (a) An appeal may be taken to the board of appeals by any person, firm or corporation, or any officer, department, board or bureau affected by a decision of the building inspector. Such appeal shall be taken within such time as shall be prescribed by the board of appeals, by general rule, by filing with the building inspector and with the board of appeals a notice of appeal, specifying the grounds thereof. The building inspector shall forthwith transmit to the board of appeals all of the papers constituting the record upon which the action appealed from was taken.
- (b) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building inspector certifies to the board of appeals after the notice of appeal has been filed with him that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property; in which case the proceedings shall not be stayed, otherwise than by a restraining order, which may be granted by the board of appeals or by a court of record on application, on notice to the building inspector, and on due course shown.
- (c) The board shall select a reasonable time and place for the hearing of the appeal and give due notice thereof to the parties and shall render a decision on the appeal without unreasonable delay. Any person may appear and testify at the hearing, either in person or by duly authorized agent or attorney.
- (d) A fee as currently established or as hereafter adopted by resolution of the city council from time to time shall be paid to the secretary of the board of appeals at the time that notice of appeal is filed, which the secretary shall forthwith pay over to the city treasurer to the credit of the general fund of the city.

(Code 1979, § 17.56.040)



Olivia Smith
Zoning Administrator
97 N Broad St, Hillsdale, MI 49242
(517) 437-6449
zoning@cityofhillsdale.org

HOPE HARBOR
GERALD BROWN
4700 MAUK RD
HILLSDALE, MI 49242

Date: November 21, 2025

DENIAL OF ZONING PERMIT PZ2025-076

The zoning permit PZ2025-076 for the proposed project at 386 W CARLETON RD has been denied by the Hillsdale City Planning Commission at their November 19, 2025 meeting. Please find the attached draft of the minutes.

This decision may be appealed to the Hillsdale City Zoning Board of Appeals. The application is available in our office or on-line at www.cityofhillsdale.org/forms.

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(Code 1979, § 17.56.040)

Sec. 36-86. - Special conditions regarding appeal for variance.

Where, owing to special conditions, a literal enforcement of the provisions of this chapter would involve practical difficulties or cause unnecessary hardships, within the meaning of this chapter, the board of appeals shall have power upon appeal in specific cases to authorize such variation or modification of the provisions of this chapter with such conditions and safeguards as it may determine, as may be in harmony with the spirit of this chapter and so that public safety and welfare is secured and substantial justice done. No such variance or modification of the provisions of this chapter shall be granted unless it appears beyond a reasonable doubt that all the following facts and conditions exist:

- (1) That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property that do not apply generally to other properties or class of uses in the same district or zone;
- (2) That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone and vicinity;
- (3) That the granting of such variance or modification will not be materially detrimental to the public welfare, or materially injurious to the property or improvements in such zone or district in which the property is located;
- (4) That the granting of such variance will not adversely affect the purposes or objectives of the future land use plan of the city.

(Code 1979, § 17.56.060)

Thank you for your cooperation with this process.

Sincerely,



Olivia C. Smith
Zoning Administrator

Co. County Building Inspection Office

TRIPLE NET COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and entered into between BMAK Charity Thrifts, whose address is 390 W Carleton Rd, Hillsdale, Michigan 49242 (hereinafter the "Landlord"), and HOPE Harbor, whose address is 386 W Carleton Rd, Hillsdale, Michigan 49242 (hereinafter the "Tenant").

The primary term of this Lease shall be 2 years commencing on the 11/01/2025 and ending on 10/31/2027 at 11:59 PM (the "Term") upon the following terms, conditions and covenants:

THE PREMISES: The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord the premises located at 386 W Carleton Rd, Hillsdale, Michigan 49242 (the "Leased Premises" or "Premises") in the County of Hillsdale, County Tax Map # , Parcel # 006-222-326-03 containing approximately 904 square feet of real estate with all improvements located therein. The description of the Lease Premises is as follows:

386 is 904 sq feet and it one floor

USE OF PREMISES: The Premises shall be used only as or for the purpose of:

Sober Transitional Housing.

RENT/LEASE PAYMENTS: The Tenant agrees to and shall pay monthly installment payments to the Landlord at 390 W Carleton Rd, Hillsdale, Michigan 49242, or at such other address that the Landlord shall designate in writing, as rent or lease payment for the Premises as follows:

Tenant shall pay to the Landlord the annual base amount of \$0.00 payable in twelve (12) equal monthly installment payments of \$1,300.00, due and payable on the twentieth of each month.

Any payments received after the aforementioned day shall be deemed late and delinquent. Should the Landlord not receive payment by the twenty-fifth day of the month in which the payment is due, the Tenant shall pay a late charge of \$50.00.

In the event a check for rent or lease payment is returned for insufficient funds (NSF), the Tenant shall pay a return check fee in the amount of \$30.00, and the Landlord shall reserve the right to only accept further payments made in certified funds (e.g. certified check or money order).

OPTION TO EXTEND LEASE TERM: If the Tenant is not in default under the terms and conditions of this Agreement, the Tenant shall have the option to renew this Agreement for the extended term of additional two years ("Renewal Term"). If the Tenant chooses to exercise this renewal option, the Tenant shall provide to the Landlord written notice of Tenant's intention to renew at least 30 Days days prior to the expiration of the initial Lease Term. The Renewal Term shall continue upon the same terms and conditions in this Agreement, except the new annual base rate for the first year of the Renewal Term shall be \$0.00 payable in twelve (12) equal monthly installment payments of \$1,300.00 per month. In the event that the Tenant does not wish to extend the Lease and instead desires to vacate the Premises, then the Tenant shall provide the Landlord with 30 Days days advance written notice of intent to vacate. Advance notice shall be provided to ensure termination ensues at the end of the month.

HOLDING OVER: Failure of the Tenant to surrender the Leased Premises at expiration of this Lease, or any Renewal Term thereof, constitutes a "hold over" event which shall be construed as a "tenancy-at-will" or a month-to-month lease at the rate of \$1,300.00 per month, until such time as the Tenant completes a proper renewal as stated in this Agreement or provides proper notice of intent to vacate.

TRIPLE NET LEASE: The parties intend that this Lease be a net, net, net lease (or "Triple Net Lease"). Therefore, in addition to Tenant's payment of Base Rent, Tenant shall be obligated to pay, and shall pay, all taxes or other assessments upon the Premises, insurance premiums, repairs and maintenance costs (except for obligations which are expressly identified as Landlord's responsibility in this Agreement), any and all costs, charges and obligations which may arise due to any easement, maintenance agreement, common area agreement, or the like, as well as the Operating Costs and all Utility expenses for utility services provided to the Premises, in addition to all sewer and water charges, security, or any other expenses or charges related to the Premises, all of which are the responsibility of Tenant regardless of whether the expense or charge is specifically mentioned herein. The costs and expenses identified in this Section are not intended to be an exhaustive or exclusive list of Tenant's obligations, which are specifically described below, but are merely intended to provide a description of the types of costs and expenses for which Tenant will be obligated under the Lease. Tenant shall do all acts and make all payments connected with or arising out of its use and occupation of the Premises to the end that Landlord shall receive all rent provided for herein free and undiminished by any expenses, charges, fees, taxes and assessments, and Landlord shall not be obligated to perform any acts or be subject to any liabilities or to make any payments, except as otherwise specifically and expressly provided in this Agreement. All of the said charges, costs and expenses shall constitute Rent or Lease payment, and upon the failure of the Tenant to pay any such costs, charges or expenses, the Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent or make lease payments. Any present or future law to the contrary shall not alter this agreement of the parties.

SECURITY DEPOSIT: Concurrently with the execution of this Lease, the Tenant shall deliver to the Landlord the amount of \$0.00 as security for the performance of the Tenant of every covenant and conditions of this Lease (the "Security Deposit"). Said Security Deposit .

In the event that the Tenant defaults with respect to any covenant or condition of this Lease, including, but not limited to the payment of Rent, the Landlord reserves the option and right to apply some or all of the paid Security Deposit to the payment of any sum in default or any sum which the Landlord may be required to spend by reason of Tenant's damage or default. If any portion of the Security Deposit is so applied, the Tenant, upon demand by the Landlord, shall deposit cash with the Landlord in an amount sufficient to restore the Security Deposit to its original amount.

Tenant's compliance with all the covenants and conditions of this Lease shall ensure the return of the Security Deposit, or any balance thereof, to the Tenant promptly after expiration of the term of this Agreement.

POSSESSION: The Tenant shall take possession of the premises on 11/01/2025, unless otherwise stipulated. The Landlord shall use due diligence to ensure Tenant is provided possession of the premises at the beginning of the Term of this Lease Agreement. The first month's rent shall be prorated for the period of any delay in providing or turning over possession of the premises to the Tenant; however, the length of the term of this Agreement shall not be extended as a result of any such delay. The Tenant shall bring no claim against the Landlord for any delay in obtaining possession. In the event that the Tenant fails to take possession of the premises within Immediate days after the beginning of this Lease, then the Landlord retains the right to terminate this Agreement.

INSURANCE ON PREMISES: The Tenant shall obtain and pay for, at his/her own cost and expense, fire and extended coverage casualty insurance for the building and other improvements on the leased premises, with such comprehensive or so called "all-risk" endorsements and in such amounts as the Landlord may, from time to time, deem reasonably necessary, and showing the Tenant, the Landlord and the Landlord's Lender or Lien Holder, if any, as the insured parties. Tenant shall also obtain and pay for loss of rent coverage. The Tenant shall at all times keep said insurance in force and effect and shall provide to the Landlord copies of said policies or certificates evidencing said coverage. The policies shall be in form and content reasonably required by the Landlord, shall be issued by an insurance company approved by the Landlord and shall contain a clause that the Tenant will not cancel, materially modify or fail to renew said insurance without first providing to the Landlord 10 Days days advance written notice. If the Tenant fails to keep said insurance in effect, the Tenant shall be in default hereunder, and the Landlord may, at his/her option, immediately obtain insurance coverage as provided for herein and charge the Tenant for the cost thereof.

TENANT'S INDEMNITY & LIABILITY INSURANCE: The Tenant shall at all times indemnify, defend and hold the Landlord harmless from all loss, liability, costs, damage and expenses that may occur or be claimed with respect to any person or persons, property on or about the Premises or to the Premises resulting from any act done or omission by or through the Tenant, the Tenant's agents, employees, staff, invitees or any person on the Premises by reason of the Tenant's use or occupancy, or resulting from the Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain at all times during the Lease Term comprehensive general liability insurance with an insurance company that is licensed to do business in the state in which the Premises are located and is satisfactory to Landlord, properly protecting and indemnifying Landlord

with single limit coverage of not less than \$250,000.00 for injury or \$250,000.00 for death of persons and \$10,000.00 for property damage. During the lease term, Tenant shall furnish the Landlord with a certificate or certificates of insurance, in a form acceptable to the Landlord, covering such insurance so maintained by the Tenant and naming the Landlord and Landlord's mortgagee or lien holder, if any, as additional insureds.

LANDLORD'S INDEMNITY & LIABILITY INSURANCE: Landlord shall at all times indemnify, defend and hold the Tenant harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, property on, about or to any Common Areas resulting from any act done or omission by or through the Landlord, Landlord's agents, employees, staff, invitees or any person in or on the Common Areas. The Landlord shall maintain at all time during the lease term comprehensive general liability insurance with an insurance company satisfactory to the Tenant, properly protecting and indemnifying the Tenant with single limit coverage of not less than \$250,000.00 for any injury or \$250,000.00 for death of persons and \$10,000.00 for property damage.

TAXES: Tenant shall pay during the term of this Lease the real estate taxes and special taxes and assessments (collectively the "taxes") attributable to the Premises and accruing during such term. Tenant, at Landlord's option, shall pay to the Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Lease.

TAXES ON LEASEHOLD: Tenant shall also be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the Premises by the Tenant.

OPERATING EXPENSES: It is the intention of the parties, and they hereby agree, that this shall be a triple net Lease, and the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Tenant hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Tenant of operating and maintaining the Premises and related parking areas, and shall include, without limitation, real estate and personal property taxes and assessments, management fee, heating, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, re-striping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from the operating expenses.

Notwithstanding the foregoing definition of "Operating Expenses" and Tenant's obligations in relation thereto, these shall not include:

- (1) any expense chargeable to a capital account or capital improvement, ground leases, or principal or interest payments on any mortgage or deed of trust on the Premises;
- (2) any amount for which Landlord is reimbursed through insurance, or by a third party;
- (3) repair costs occasioned by fire, windstorm or other casualty;
- (4) any construction, repair or maintenance expenses or obligations that are the sole responsibility of the Landlord (not to be reimbursed by the Tenant);
- (5) leasing commissions and other expenses incurred in connection with leasing any other area located on the Premises to any other party;
- (6) any expense representing an amount paid to an affiliate or subsidiary of the Landlord which is in excess of the amount which would be paid in the absence of such relationship; and
- (7) costs of items and services for which the Tenant reimburses or pays any third party directly.

ASSIGNMENT AND SUBLETTING: The Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises, or any part thereof, or allow any other person to be in possession thereof without prior written consent of the Landlord, in each and every instance. Said consent shall not be unreasonably withheld by the Landlord. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

EARLY TERMINATION RIGHT: Notwithstanding anything contained herein to the contrary, and provided Tenant is not in default beyond any applicable cure period of this Lease, the original Tenant (and only the original Tenant) shall have the one time right to request an early termination of this Lease provided such request is made after this Lease has been in effect for at least 30 Days full months ("Termination Date"). In order to seek early termination of this Lease the Tenant must provide Landlord with written notice at least 30 Days months prior to the Termination Date, and pay to Landlord concurrently with Tenant's notice of its election to terminate this Lease, a termination fee (due with the notice) in an amount equal to the sum of 1 months of Base Rent at the rate in effect on the Termination Date plus the unamortized transaction costs which include any Tenant improvement allowance, the amount of any abated Base Rent during the Term, any Landlord construction costs for the Premises, attorney's fees, and brokerage commissions paid or made available to Tenant in connection with this Lease. Notwithstanding the payment of said termination fee, Tenant shall continue to be liable for all other obligations under this Lease which accrue prior to the

Termination Date. In the event Tenant elects to terminate this Lease, all rent payable hereunder shall be paid through, and apportioned as of, the Termination Date, and neither Landlord nor Tenant shall have any rights, liabilities or obligations accruing under this Lease after the Termination Date, except for such rights and liabilities which, by the terms of this Lease, are to survive the expiration or earlier termination of this Lease. Time is of the essence with respect to Tenant's termination rights hereunder. This Termination Right is personal to the Tenant named in this Lease. If the Tenant vacates the Premises prior to the end of the Lease Term without following the procedures contained in this Section, the Tenant shall be liable for the balance amount of the Lease Payments for the remainder of the Lease Term.

CONDITION OF PREMISES: Tenant acknowledges that it has had the opportunity to inspect the Premises and, with the exception of any notations or provisions herein provided, the Tenant accepts the Premises in its present condition. At the end of the lease term, except for any damages caused by fire or other perils, Tenant, at its expense shall (i) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by the Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations; (ii) have removed all of the Tenant's property from the Premises; (iii) have repaired any damages to the Premises caused by the removal of the Tenant's Property; and (iv) leave the Premises free of trash, waste, dirty and debris and the Premises in good and reasonable condition. The Landlord shall have the right to perform a walkthrough prior to the Tenant vacating the Premises to ensure premise complies with the aforementioned requirements.

LANDLORD'S RIGHT OF ENTRY: Landlord or Landlord's agent shall have the right of entry at reasonable hours to inspect or show the Premises to a prospective lender or lien holders and purchasers, and to perform or provide anything that the Landlord may be required to perform or provide hereunder, or which the Landlord may deem necessary for the good or benefit of the Premises or any building of which they are a part. Moreover, as of and during the last ninety (90) days of this Lease, the Landlord shall have the right to post and/or display a "For Rent" sign on the Premises.

EXCLUSION OF TENANT: Landlord may not intentionally prevent the Tenant from entering the Leased Premises except by judicial process unless the exclusion results from: (i) bona fide repairs, construction, or an emergency; (ii) removing the contents in the Premises abandoned by Tenant; or (iii) changing door locks in the event the Tenant is delinquent in paying rent as stated in this Agreement. In that event, Landlord or Landlord's agent must then place a written notice on Tenant's front door stating the name and address or telephone number of the company or the individual from whom the key may be obtained. The new key is required to be provided only during Tenant's regular business hours.

SIGNS AND ADVERTISEMENTS: The Tenant shall not place upon, nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements whatsoever, or paint the exterior walls of the building without the advance written consent of the Landlord. The Landlord shall have the right to remove any sign(s) which have not been approved in order to maintain the Leased Premises or to make any repairs or alterations thereto. All permitted signage placement and/or removal shall be at the Tenant's sole cost and expense.

FORCE MAJEURE: In the event that the Landlord or Tenant is unable to reasonably perform its obligations under this Agreement as a result of a natural disaster, war, terrorist activities, strike, lockout, labor issues, civil commotion, or any other event beyond the control of the Landlord or Tenant, with the exception for non-availability of funds, the party shall not be in breach of this Agreement if the party diligently performs its obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as reasonably practicable in the event of non-performance due to a force majeure event.

In the event that during the term of this Agreement, the Premises shall be destroyed or so damaged by fire or other casualty as to become uninhabitable or unusable, then in such event, at the option of the Landlord, this Lease shall terminate from the date of such damage and/or destruction. The Landlord shall exercise this option to terminate this Lease by delivering written notice to the Tenant within 30 Days days after the occurrence of such damage and/or destruction. Upon such notice, the Tenant shall immediately surrender the Premises and all interest therein to the Landlord, and the Tenant shall pay rent only to such time when the damages and/or destruction occurred. In the event that the Landlord does not elect to terminate this Lease, this Lease shall therefore continue in full force and effect, and the Landlord shall expeditiously make any and all necessary repairs to the Premises as needed, placing the same in as good condition as it was prior to the occurrence of damage or destruction.

WAIVER OF SUBROGATION: As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to the property owned by said parties which is or might be incident to or the result of fire or other casualty against loss for which either of the parties is now carrying or hereafter carry insurance; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contain in this paragraph.

PERSONAL PROPERTY: The Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of the Tenant in or about the Premises.

ALTERATIONS: Any and all alterations, additions or improvements, except trade fixtures, installed at the expense of the Tenant shall become the property of the Landlord and shall remain upon and shall be surrendered with the Leased Premises as a part thereof upon termination of this Lease. Such alterations, additions, or improvements may only be made with the prior written consent and approval of the Landlord, which shall not unreasonably withhold said consent. If consent is granted by the Landlord for the making of improvements, alterations or additions to the Leased Premises, such improvements, alterations or additions shall not commence until such time as the Tenant has furnished the Landlord with a copy of all plans and a certificate of insurance showing coverage in an amount satisfactory to the Landlord protecting the Landlord from liability for injury to any person and damage to any

personal property, on or off the Leased Premises, in connection with the making of such improvements, alterations or additions.

No cooling tower, equipment, or structure of any kind shall be placed on the roof or elsewhere on the leased premises by the Tenant without prior written permission of the Landlord. If such permission is granted, such work or installation shall be done at the Tenant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily so that repairs to the roof can be made, Tenant shall promptly remove and reinstall the cooling tower, equipment or structure at the Tenant's expense and repair, also at the Tenant's expense, any damage which may result from such removal or reinstallation. Upon termination of this Lease, Tenant shall remove or cause to be removed from the roof any such cooling tower, equipment or structure if directed to do so by the Landlord. Tenant shall promptly repair, at its expense, any damages resulting from such removal.

At the termination of this Lease, Tenant shall deliver the Leased Premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation of trade fixtures shall be repaired at the Tenant's expense prior to the expiration of the Lease Term. All alterations, improvements, additions and repairs made by the Tenant shall be made in good and workmanlike manner.

FIXTURES: With the exception of Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installation and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of the Landlord or Tenant, shall belong to the Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, the Landlord shall retain the option to permit the Tenant to remove any alterations or improvements prior to the expiration of this Lease and return the Premise to its original condition.

UTILITIES & SERVICES: The Tenant shall furnish and pay for all of the following and any other utilities deemed necessary by the Tenant at the Premises:

Electric, Gas, Water and Sewer

INTERRUPTION OF UTILITIES: Landlord or Landlord's agent may not interrupt or cause the interruption of utility services paid directly to the utility company by the Tenant unless interruption results from bona fide repairs, construction, or an emergency. If any utility services furnished by the Landlord are interrupted and continue to be interrupted despite the good faith efforts of Landlord to remedy the same, Landlord shall not be liable in any respect for damages to the person or property of Tenant or Tenant's employees, agents, or guests and same shall not be construed as grounds for constructive eviction or abatement of rent. Landlord shall use reasonable diligence to repair and remedy such interruption promptly.

LEGAL REQUIREMENTS: The Tenant shall comply with all laws, orders, ordinances and other public requirements now and hereafter affecting the Premises or the use thereof, and the Tenant shall indemnify, defend and hold harmless the Landlord from any expense or damage resulting from Tenant's failure to do so.

REPAIRS AND MAINTENANCE: The Landlord shall maintain the foundation, exterior walls (with the exception of glass; windows; doors; door closure devices; window and door frames; molding; locks and hardware) and exterior painting or other treatment of exterior walls, and the roof of the Leased Premises in good repair except that the Landlord shall not be required to make any repairs resulting from the negligence or acts of negligence on behalf of the Tenant, its staff, employees, sublessees, licensees and concessionaires. The Tenant shall be responsible for maintenance of the common areas and common area equipment and furnishings. Any such repairs and/or maintenance for which the Landlord would be responsible, the Tenant agrees to provide Landlord with written notice of the needed repairs and/or maintenance, and Landlord shall ensure that any repairs and/or maintenance covered hereunder shall be made and completed within a reasonable time frame. Tenant shall notify the Landlord of any emergency repairs to be made. Tenant shall keep the interior of the leased Premises in good, clean and workable condition and shall, at its sole expense, make all needed repairs and replacements, including replacement of cracked or broken glass, windows, doors, door closure devices, door and window frames, molding, locks and hardware, except for repairs and replacements required to be made by the Landlord under this section.

In the event that any repairs required to be made by the Tenant hereunder are not made within Tenant Is Required To Pay For All Repairs days after written notice delivered to the Tenant by the Landlord, the Landlord shall reserve the right and option to make or have said repairs made without liability to the Landlord for any loss or damage which may result by reason of such repairs, and the Tenant shall pay to the Landlord, upon demand as additional rent hereunder, the cost of such repairs. At the termination of this Lease, Tenant shall deliver the Leased Premises in good order and condition, normal wear and tear excepted. Normal wear and tear meaning the deterioration which results from normal use and not as an act of carelessness, neglect, accident or abuse.

EMINENT DOMAIN: In the event that the Premises are taken under the power of eminent domain, or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in the Tenant's reasonable opinion, for Tenant's use, then the term of this Lease shall terminate as of the date that title vests in the acquiring authority; the rent and other charges shall be adjusted as of the date of such taking. In such case, the Landlord shall be entitled to the proceeds of any condemnation award. Nothing herein shall be construed to prevent the Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided however, that no award made to or on behalf of the Tenant shall reduce, limit, or restrict the award to the Landlord, and no allocation of the Landlord's award in condemnation shall occur. The Tenant shall have no claim against the Landlord for the value of the unexpired term of this Lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of Tenant's business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the 'Demised Premises' will first be used to restore the Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to the Landlord.

TENANT'S DEFAULT AND REMOVAL OF ABANDONED PROPERTY: In the event that the Tenant abandons the Premises or otherwise defaults in the performance of any obligations or covenants herein, the Landlord may enforce the performance of this Lease in any manner provided by law. This Lease may be terminated at the Landlord's discretion if such abandonment or default continues for a period of 30 Days days after the Landlord notifies the Tenant of such abandonment or default, and of Landlord's intention to declare this Lease terminated. Such notice shall be sent by the Landlord to the Tenant at the Tenant's last known address by certified mail. If Tenant has not completely removed or cured the default within the 30 Days day period, this Lease shall terminate. Thereafter, Landlord or its agents shall have the right without further notice or demand to enter the Leased Premises as stated herein, and remove all property without being deemed guilty of trespass and without waiving any other remedies for arrears of rent or breach of covenant. Upon abandonment or default by the Tenant, the remaining unpaid portion of any rent shall become due and payable. For the sole purpose of this section, Tenant is presumed to have abandoned the Premises if goods, equipment, or other property, in an amount substantial enough to indicate a probable intent to abandon the Premises, is being or has been removed from the Premises and the removal is not within the normal course of Tenant's business. Landlord shall have the right to store any property of Tenant that remains on the abandoned Premises and, in addition to Landlord's other rights, may dispose of the stored property if the Tenant does not claim the property within 10 Days days after the date that the property is stored, provided Landlord delivers notice by certified mail to Tenant.

DEFAULT & REMEDIES: Landlord shall have the following remedies if Tenant breaches this Agreement or commits an act resulting in default of same. These remedies are not exclusive, they are cumulative and in addition to any remedies now or later allowed by law.

RE-ENTRY: Upon the happening of any event of default Landlord may, at any time thereafter, do the following:

(a) Either with or without notice of demand, declare the Lease term ended and re-enter the Premises or any part thereof, either with or without process of law, and expel or remove Tenant therefrom and all parties occupying the same or any of them, using force as may be necessary so to do, and again repossess and enjoy the Premises without prejudice to any remedies that Landlord may otherwise have by reason of the breach hereof; or

(b) Re-enter the Premises at its option without declaring the Lease Term ended and relet the whole or any part therefor for the account of Tenant on such terms and conditions and at such rent as Landlord may deem proper, collecting such rent and applying it on the amount due from Tenant hereunder. The expense of such reletting (including expense of alteration and special inducements to the new tenant) and any other damage or expense sustained thereby, Landlord will recover from Tenant the difference between the proceeds of such reletting and the amount of rentals reserved hereunder, and Tenant agrees to pay said amount upon demand.

DAMAGES: Should Landlord terminate this Lease by reason of any breach thereof by Tenant, Landlord may thereupon recover from Tenant the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved herein for the balance of said Lease Term over the then reasonable rental value of the Premises for the same period. Landlord shall not, by any re-entry or other act, be deemed to have terminated this Lease or the liability of Tenant for the total rent hereunder or any installment thereof then due or thereafter accruing or for damages unless Landlord shall notify Tenant in writing that Landlord has so elected to terminate the Lease.

LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT: Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid.

WAIVER: The rights and remedies of the Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by the Landlord of any breach or default of the Tenant shall not be deemed or construed to be a continuing waiver of such breach or default, nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by the Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be, or constitute, a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

TOXIC OR HAZARDOUS MATERIALS: Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant's storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph shall survive the termination of this Lease.

GOVERNING LAWS: This Agreement shall be construed under and in accordance with the laws of the State of Michigan.

COMPLIANCE WITH LAWS AND REGULATIONS: Tenant shall, at its own expense, comply with all laws, orders, codes and requirements of all government entities with reference

to the use and occupancy of the Leased Premises. Tenant and Tenant's agents, employees, and invitees shall fully comply with any rules and regulations governing the use of the buildings or other improvements to the Leased Premises as required by the Landlord or by any applicable laws. Landlord may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the leased Premises, provided same are in writing and are not in conflict with this Lease.

NOTICES: Any notice hereunder shall be sufficient if sent by certified mail, addressed to the Tenant at the Premises, and to the Landlord where rent is payable.

SUBORDINATION OF LEASE TO MORTGAGES: This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the Premises; provided, however, that with regard to any pledge or mortgage executed by the Landlord, Landlord shall use its best efforts to provide to the Tenant a non-disturbance agreement from any mortgagee or other lien holder of Landlord's interest in the Premises. Such non-disturbance agreement shall be in form and content reasonably acceptable to Tenant and Landlord's mortgagee or other lien holder, together with a representation that the Landlord is not in default of any of the terms of any such mortgage or security agreement as of the date thereof. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, the Tenant will nevertheless execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee. The Tenant hereby irrevocably appoints the Landlord as Tenant's attorney-in-fact to execute and deliver such instrument for the Tenant. Provided, however, and notwithstanding the foregoing provisions hereof, upon foreclosure of the mortgage with the mortgagee succeeding to the rights of the Landlord, the Tenant shall, at the option of said mortgagee, be bound to the mortgagee under all of the terms of the Lease for the balance of the term hereof remaining with the same force and effect as if the mortgagee were the Landlord under the Lease, and the Tenant hereby attorns to the mortgagee as its Landlord, such attornment to be effective and self-operative if the mortgagee so elects. In no event, however, shall the mortgagee be liable for any act or omission of any prior Landlord, be subject to any offsets or defenses which Tenant might have against any prior Landlord, or be bound by any rent or additional rent which the Tenant might have paid to any prior Landlord for more than the current month.

SUCCESSORS: The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant.

QUIET POSSESSION: Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on the Tenant's part to be kept and performed, that Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term, it being expressly understood and agreed that the aforementioned covenant of quiet enjoyment shall be binding upon the Landlord, its heirs, successors or assigns, but only during such party's ownership of the Premises. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

BANKRUPTCY: Neither this Lease, nor any interest therein, nor any estate hereby created, shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Lease Term or any renewal thereof.

PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only agreement of the parties to this Lease and supersedes any prior understandings, whether written or oral, between the parties respecting the subject matter of this Lease.

AMENDMENT: No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof and duly executed by all parties to this Agreement.

HEADINGS: The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof. If there be more than one Tenant name herein, the provisions of this Lease shall be applicable to and binding upon all such Tenants, jointly and severally.

ADDITIONAL INSTRUMENTS: The parties hereto will execute any and all additional document or instruments that may be necessary or convenient to carry out the intent and purposes of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereunto subscribe their names to this instrument on this 11/01/2025.

LANDLORD

(Landlord Signature)

(Date)

Landlord Telephone: [REDACTED]

Landlord Email: [REDACTED]

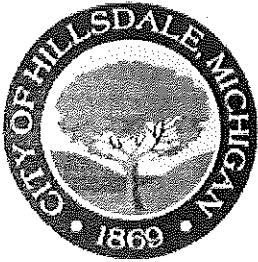
TENANT

(Tenant Signature)

(Date)

Tenant Telephone: [REDACTED]

Tenant Email: [REDACTED]



CITY OF HILLSDALE

97 N. BROAD ST

HILLSDALE, MI 49242

(517) 437-6441

WWW.CITYOFHILLSDALE.ORG

Receipt: 102375 01/13/26

Cashier: KATY

The sum of: 300.00

Received Of: HOPE HARBOR

4700 MAUK RD
HILLSDALE MI 49242

ZONING BOARD OF APPEALS PETITION FEE
386 W. CARLETON RD

<u>Receipt Code:</u>	<u>Description:</u>	<u>Distribution:</u>	
BD	00012185	101-000.000-476.000	300.00
			Total
			300.00
	TENDERED:	CHECK	3000046431

Signed: _____



Olivia Smith
Zoning Administrator
97 N Broad St, Hillsdale, MI 49242
(517) 437-6449
zoning@cityofhillsdale.org

HOPE HARBOR
GERALD BROWN
4700 MAUK RD
HILLSDALE, MI 49242

Date: November 21, 2025

DENIAL OF ZONING PERMIT PZ2025-076

The zoning permit PZ2025-076 for the proposed project at 386 W CARLETON RD has been denied by the Hillsdale City Planning Commission at their November 19, 2025 meeting. Please find the attached draft of the minutes.

This decision may be appealed to the Hillsdale City Zoning Board of Appeals. The application is available in our office or on-line at www.cityofhillsdale.org/forms.

Sec. 36-84. - Appeal procedure.

(a) An appeal may be taken to the board of appeals by any person, firm or corporation, or any officer, department, board or bureau affected by a decision of the building inspector. Such appeal shall be taken within such time as shall be prescribed by the board of appeals, by general rule, by filing with the building inspector and with the board of appeals a notice of appeal, specifying the grounds thereof. The building inspector shall forthwith transmit to the board of appeals all of the papers constituting the record upon which the action appealed from was taken.

(b) An appeal shall stay all proceedings in furtherance of the action appealed from, unless the building inspector certifies to the board of appeals after the notice of appeal has been filed with him that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property; in which case the proceedings shall not be stayed, otherwise than by a restraining order, which may be granted by the board of appeals or by a court of record on application, on notice to the building inspector, and on due course shown.

(c) The board shall select a reasonable time and place for the hearing of the appeal and give due notice thereof to the parties and shall render a decision on the appeal without unreasonable delay. Any person may appear and testify at the hearing, either in person or by duly authorized agent or attorney.

(d) A fee as currently established or as hereafter adopted by resolution of the city council from time to time shall be paid to the secretary of the board of appeals at the

time that notice of appeal is filed, which the secretary shall forthwith pay over to the city treasurer to the credit of the general fund of the city.

(Code 1979, § 17.56.040)

Sec. 36-86. - Special conditions regarding appeal for variance.

Where, owing to special conditions, a literal enforcement of the provisions of this chapter would involve practical difficulties or cause unnecessary hardships, within the meaning of this chapter, the board of appeals shall have power upon appeal in specific cases to authorize such variation or modification of the provisions of this chapter with such conditions and safeguards as it may determine, as may be in harmony with the spirit of this chapter and so that public safety and welfare is secured and substantial justice done. No such variance or modification of the provisions of this chapter shall be granted unless it appears beyond a reasonable doubt that all the following facts and conditions exist:

- (1) That there are exceptional or extraordinary circumstances or conditions applicable to the property involved or to the intended use of the property that do not apply generally to other properties or class of uses in the same district or zone;
- (2) That such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same zone and vicinity;
- (3) That the granting of such variance or modification will not be materially detrimental to the public welfare, or materially injurious to the property or improvements in such zone or district in which the property is located;
- (4) That the granting of such variance will not adversely affect the purposes or objectives of the future land use plan of the city.

(Code 1979, § 17.56.060)

Thank you for your cooperation with this process.

Sincerely,

Olivia C. Smith
Zoning Administrator

Cc: County Building Inspection Office

Planning Commission – Minutes
November 19, 2025, 5:30 PM
Hillsdale City Hall – Council Chambers

Call to Order

a. Pledge of Allegiance

b. Roll Call

Winters- Present

Moore- Absent

Laycock- Present

Shelley- Present

Coykendall- Absent (arrived late)

Morrisey- Present

Kniffin – Present

II. Public Comment (any agenda item, 3 minute limit)

Penny Swan

James Thomas

III. Consent Agenda

a. First- Winters

b. Second Morrisey

c. All in favor

b. Approval of Agenda

b. Approval of Minutes from October 15, 2025 meeting

IV. Public Hearing

a. None

V. Old Business

VI. New Business

a. Commercial Site Plan Review – 386 W Carleton Rd

a. Discussion amongst the commissioners regarding the site plan and uses in the district

b. Architect made himself available for questions and introduced himself

- c. Winters asked about the kitchen and cooking area
- d. Coykendall asks if there are people already living there.
- e. Kerry Stewart- not a commercial kitchen.
- f. Winters asks if the housing is provided for free
- g. Stewart says yes and details services provided.
- h. Morrisey asks a few questions regarding the uses in the B-3 District
- i. Coykendall asks about shipping containers on the property
- j. Laycock reviewed how the application fails to meet the definition of an allowable use. No dormitories are to be permitted.

Winters moves to deny based on the ordinance requirements of B3

Seconded- Kniffin

All in favor

- b. Commercial Site Plan Review – 305 Hillsdale St
 - a. Kniffin asks for clarification on the engineer recommendation not to approve. Smith clarified the engineer approved the plan after getting new information.
 - b. Matt Taylor made a few comments on the site plan.
 - c. Winters asked for clarification on the fire lanes.
Motion to approve: Winters
Second: Morrisey
All in favor
- c. Set Public Hearing – Rezoning
 - a. Motion to add all 3 of the below Public Hearing to the December 17, 2025 meeting.
 - i. 244 E Bacon St
 - ii. 350 Hillsdale St Parcel B
 - iii. Recreation Plan
- d. Ordinance Interpretation – Murals (Chapter 26 – Signs)
 - a. Winters asked for clarification on the contradiction in the ordinance.
 - b. Laycock requests the ordinance be brought back to planning commission for revision.
Winters motions to instruct staff to treat the ambiguity in the ordinance in favor of the applicant
Second Shelley
All in favor

VII. Zoning Administrator Report

None

VIII. Commissioners' Comment

None

IX. Public Comment (any commission related items, 3 minute limit)

Cindy Pratt thanked the commission for following the ordinances.

Howard Spence also thanked the commission.

James Edward Thomas discussed the condition of the trail and thanked commission.

X. Adjournment

Motion to adjourn: Morrisey

Second: Winters

All in favor



Olivia Smith
Zoning Administrator
97 N Broad St
Hillsdale, MI 49242
(517) 437-6449
zoning@cityofhillsdale.org

Staff Report
VV26-0001
386 W Carleton Rd

Background

On October 14, 2025, HOPE Harbor, the Petitioner, submitted a Commercial Site Plan Review Application to the Zoning Administrator. The submitted plans requested a change in use of the existing commercial structure located at 386 W Carleton Rd from a storage building to a boarding house.

A preliminary Department Head Site Plan Review was conducted on October 29, 2025. The Zoning Administrator provided the architect and the Petitioner with the notes from that meeting on November 3, 2025.

Supplementary documents were provided by the Petitioner to the Zoning Administrator prior to the regularly scheduled Planning Commission meeting to address concerns or deficiencies found during the Department Head Site Plan Review.

On November 19, 2025, the Planning Commission considered the commercial site plan, the Department Head Review, and the newly submitted documents. The Planning Commission voted to deny the development plan “based on the ordinance requirements of B-3” (Minutes of the Hillsdale City Planning Commission, November 19, 2025).

On January 13, 2026, HOPE Harbor submitted a *Zoning Board of Appeals Petition Form* to the City Clerk’s Office. The submitted petition, now known as VV26-0001, is requesting residential use on the first floor of the southernmost structure located on the subject property, identified as 386 W Carleton Rd.

Relevant Zoning Ordinance

See attached

Zoning Administrator Remarks

This hearing is to determine whether or not the residential use on the first floor, as requested, is to be permitted. If permitted, the number of occupants would be limited based on the relevant 2012 International Property Maintenance Code (IPMC) sections, as adopted:

If the structure continues to function and be laid out as an efficiency unit, per Sec. 404.6, the maximum number of occupants shall be three (3).

If the sleeping area identified on the site plan is closed off, the door shall meet the requirements of Sec. 305.6 and the maximum number of occupants shall be five (5).



Client

Melissa Desjardin

Drawn By

Checked By

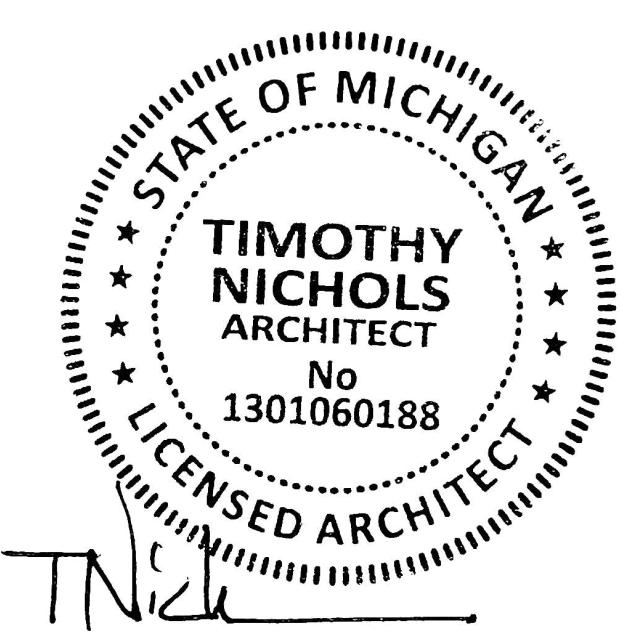
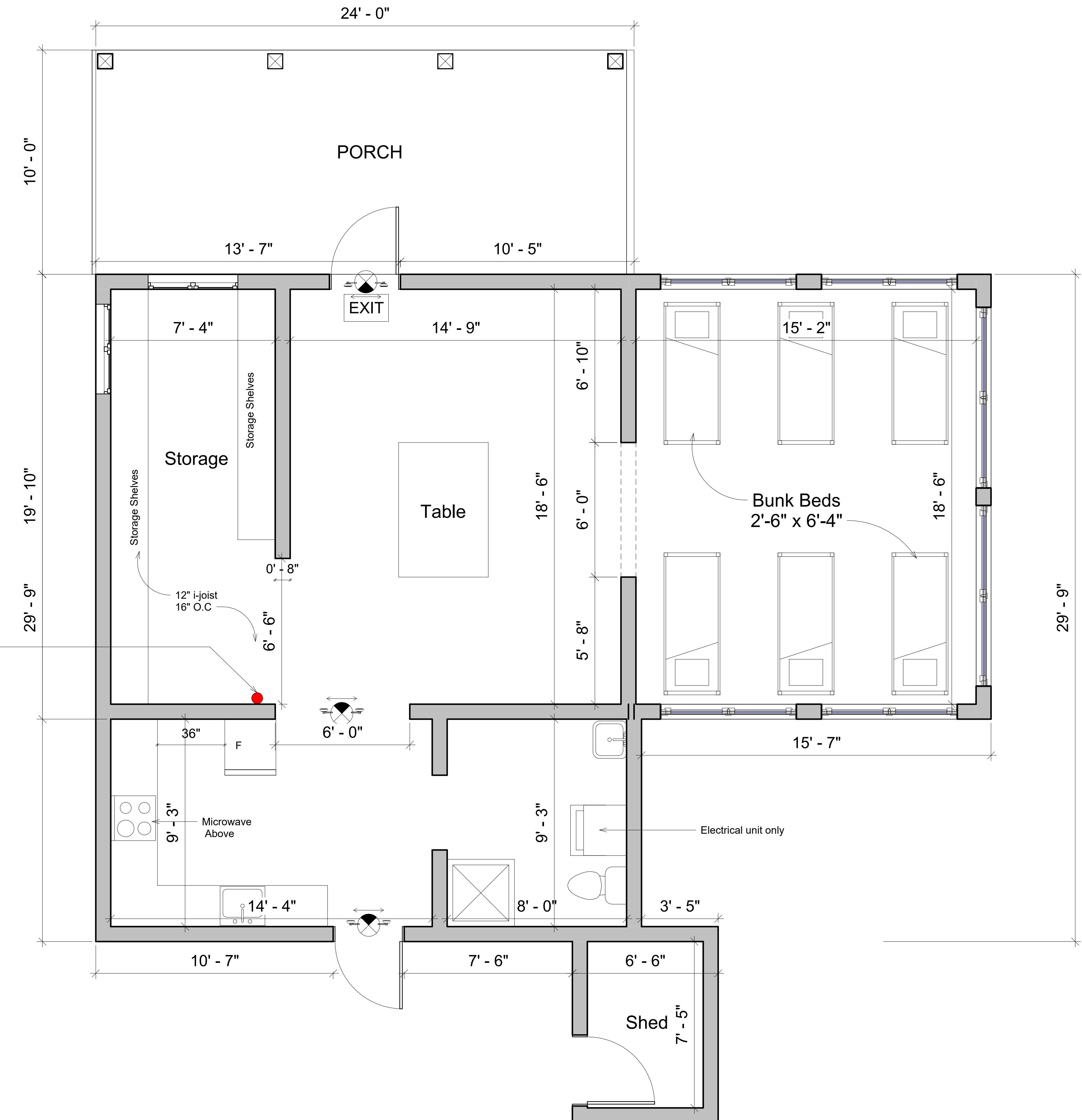
The design concepts and components displayed this drawing have been developed for use in the specified project and are the sole property of the Architect. Because we prepared it from information provided by the Owner without verification or audit, we suggest that the Owner examine this drawing carefully to insure that there are no omissions, misstatements or inaccuracies. Conveyance or use of this design shall be at the sole discretion of and only with the written consent of the

Owner (initial) _____

www.timnichols.net

23557 Outwood Dr
Southfield, MI 48033

Fire Extinguisher



DIVISION 8. - B-3 GENERAL BUSINESS DISTRICT

Sec. 36-291. - Generally.

The B-3 general business district is designed to furnish areas served typically by the central business district with a variety of automotive services and retail activities incompatible with the uses and with the pedestrian movement in such central business district. The B-3 general business districts are characterized by more diversified business types and are often located so as to serve passerby traffic.

(Code 1979, § 17.18.010; Ord. No. 2015-5, 3-16-2015)

Sec. 36-292. - Principal uses permitted.

In a B-3 general business district, no building or land shall be used and no building shall be erected except for one or more of the following specified uses, unless otherwise provided in this chapter:

- (1) Any retail business or service establishment permitted in a B-2 central business district as a principal use permitted.
- (2) New automobile sales or showroom.
- (3) Bus passenger stations.
- (4) Funeral homes (mortuaries).
- (5) Automobile car wash, when completely enclosed in a building.
- (6) Private clubs or lodge halls.
- (7) Governmental offices or other governmental uses, public utility offices, exchanges, transformer stations, pump stations and service yards, but not including outdoor storage.
- (8) Clinics.
- (9) Retail cold storage establishments.
- (10) Self-service laundry and dry cleaning establishments.
- (11) Bowling alleys.
- (12) Pool or billiard parlor or club.

- (13) Greenhouses, nurseries and garden centers.
- (14) Other uses which are similar to the above uses.
- (15) Accessory structures customarily incidental to the above permitted uses.

(Code 1979, § 17.18.020)

Sec. 36-293. - Uses subject to special conditions.

The following uses shall be permitted in the B-3 general business district after review and approval of the site plan by the planning commission or zoning administrator, whichever is indicated, subject to the conditions herein imposed for each use:

- (1) Outdoor sales space for the exclusive sale of secondhand automobiles or house trailers, subject to the following:
 - a. All lighting shall be shielded from adjacent residential districts.
 - b. Ingress and egress to the outdoor sales area shall be at least 60 feet from the intersection of any two streets measured from the street right-of-way.
 - c. A four-foot-six-inch obscuring wall or fence must be provided when abutting or adjacent districts are zoned for residential use.
 - d. No major repair or major refinishing shall be done on the lot.
- (2) Outdoor sales space for the exclusive sale of non-consignment items, excluding livestock, subject to the following:
 - a. *Size requirements.* The outdoor sales or display area shall not exceed ten percent of the gross floor area of the principal building.
 - b. *Location requirements.* All sales activity and the display of merchandise shall be limited to the area specified on an approved plan. No sales activity or display shall be permitted in the street right-of-way or any required setback area.
 - c. *Surface.* Sales and display areas shall be provided with a permanent, paved surface of asphalt, concrete or similar paving materials and shall be graded and drained so as to dispose of all surface water.
 - d. *Plan.* The submission and approval of a site plan to the planning commission.
- (3) Motel, subject to the following:
 - a. Provided that it can be demonstrated that ingress and egress do not conflict with adjacent business uses.
 - b.

A four-foot-six-inch obscuring wall or fence must be provided where abutting or adjacent districts are zoned for residential use.

- c. No kitchen or cooking facilities are to be provided, with the exception of units for the use of the manager or caretaker.
- d. Each unit shall contain not less than 250 square feet of floor area.

(4) Business in the character of a drive-in or open-front store, subject to the following:

- a. A setback of at least 60 feet from the right-of-way line of any existing or proposed street must be maintained.
- b. Ingress and egress points shall be located at least 60 feet from the intersection of any two streets.
- c. All lighting shall be shielded from adjacent residential districts.
- d. A four-foot-six-inch obscuring wall or fence must be provided where abutting or adjacent to a residential district. The height of the wall shall be measured from the surface of the ground.

(5) Commercially used outdoor recreational space for children's amusement parks or miniature golf courses, subject to the following:

- a. Children's amusement park must be fenced on all sides with a four-foot wall or fence.
- b. Adequate parking shall be provided off the road right-of-way and shall be fenced with a four-foot-six-inch wall or fence where adjacent to the use.

(6) Automobile service and/or repair stations for sale of gasoline, oil and minor accessories only, and subject to the following:

- a. The curb cuts for ingress and egress to a service station shall not be permitted at such locations that will tend to create traffic hazards in the streets immediately adjacent thereto. Entrances shall be no less than 25 feet from a street intersection, measured from the road right-of-way, or from adjacent residential districts.
- b. The minimum lot area shall be 10,000 square feet, and so arranged that ample space is available for motor vehicles which are required to wait.
- c. There shall be provided, on those sides abutting or adjacent to a residential district, a four-foot-six-inch obscuring wall. The height of the walls shall be measured from the surface of the ground.
- d. All lighting shall be shielded from adjacent residential districts.
- e. Major engine and body repair, steam cleaning and undercoating when conducted on the site shall be within a completely enclosed building. The storage of wrecked automobiles on the site shall be obscured from public view. No automobile or vehicle of any kind shall be stored in the open for a period exceeding one week.

- f. All restroom doors shall be shielded from adjacent streets and residential districts.

(7) Lumber yards subject to the following:

- a. The use is primarily for the storage and sale of retail goods.
- b. No manufacturing, processing, planing, or milling operations are permitted.

(8) Family day care home, as defined in section 36-6, the in-home care of one to six or fewer minor children subject to the following conditions:

- a. No dormitory facilities shall be provided or permitted.
- b. A designated outdoor play area shall be required which complies with state licensing rules. The outdoor play area must be located in the rear yard, as defined in section 36-6, and be enclosed by a fence of at least four and one-half feet in height.
- c. Signs, as defined in section 26-2, shall be allowed in accordance with the regulations applicable to zone district in which the property is located.
- d. No family day care home may commence operations until and unless the zoning administrator first approves of occupancy, which approval shall be subject to the applicant providing him or her proof of compliance with all of the following:
 1. Registration of said operation with the city as a family day care home;
 2. Licensure by the state for the operation of a family day care home;
 3. Submission to and compliance with other requirements and restrictions established in this division and other applicable inspections required under the property maintenance code adopted by the city;
 4. Compliance with all other requirements and restrictions established in this division and other applicable provisions of this chapter.

(9) Group day care home, as defined in section 36-6, the in-home care of seven to 12 minor children subject to the following conditions and restrictions:

- a. No dormitory facilities shall be provided or permitted.
- b. A designated outdoor play area shall be required which complies with state licensing rules. The outdoor play area must be located in the rear yard, as defined in section 36-6, and be enclosed by a fence at least four and one-half feet in height.
- c. Signs, as defined in section 26-2, shall be allowed in accordance with the regulations applicable to the zone district in which the property is located.

d. No group day care home may commence operations until and unless the zoning administrator first approves of occupancy, which approval shall be subject to the applicant providing him or her proof of compliance with all of the following:

1. Registration of said operation with the city as a group day care home;
2. Licensure by the state for the operation of a group day care home;
3. Submission to and compliance with other requirements and restrictions established in this division and other applicable inspections required under the property maintenance code adopted by the city;
4. Compliance with all other requirements and restrictions established in this division and other applicable provisions of this chapter.

(10) Child care facility, as defined in section 36-6, for the care of one or more minor children in other than a private home, subject to the following conditions and restrictions:

- a. All conditions and restrictions as are applicable to a group day care home pursuant to subsection (8) of this section.
- b. A designated outdoor play area shall be required which complies with state licensing rules. The outdoor play area must be located in the rear yard, as defined in section 36-6, and be enclosed by a fence at least four and one-half feet in height.
- c. Signs, as defined in section 26-2, shall be allowed in accordance with the regulations applicable to zone district in which the property is located.

(11) Adult bookstores, adult motion picture theaters, cabarets, and massage parlors (adult entertainment establishment as defined in section 8-222), subject to the following:

- a. No adult entertainment establishment may be established, operated, or maintained within the B-3 general business zoning district except on a parcel or lot having a lot line boundary that is directly contiguous to an I-1 light industrial zoning district;
- b. No adult entertainment establishment may be established, operated, or maintained within 500 feet of an R-1, R-2, R-3, RD-1, or RM-1 residential zoning district;
- c. No adult entertainment establishment may be established, operated, or maintained within 500 feet of a church, state-licensed daycare, public library, public park (including publicly owned paths and trails), preschool, elementary, middle or high school, or other educational facility;
- d. No adult entertainment establishment may be established, operated or maintained within 500 feet of any other adult entertainment establishment;

- e. Compliance or noncompliance with the 500-foot minimum distance established in subsection (10)b of this section shall be determined by a measurement that consists of the shortest straight line possible between a point on the line of the parcel or lot on which the adult entertainment establishment is proposed and a point on the district boundary line of the nearest adjacent R-1, R-2, R-3, RD-1, or RM-1 residential zoning district;
- f. Compliance or noncompliance with the 500-foot minimum distance established in subsections (10)c and (10)d of this section shall be determined by a measurement that consists of the shortest straight line possible between a point on the line of the parcel or lot on which the adult entertainment establishment is proposed and a point on the nearest parcel or lot on which a church, state-licensed daycare, public library, public park (including publicly owned paths and trails), preschool, elementary, middle school or high school, other educational facility, or other adult entertainment establishment is located;
- g. The license granted for the establishment, operation, and/or maintenance of an adult entertainment establishment under this subsection (10) may be revoked or suspended in the event any owner or licensee of said establishment or any other operator, employee, agent, or patron of said establishment engages or participates in or suffers the promotion, offer or solicitation of acts of prostitution or other lewd or lascivious conduct on the premises. The acts necessary to support such revocation or suspension may be shown to have occurred by a preponderance of the evidence. No criminal charge need be brought or conviction obtained based on, resulting or arising from any such conduct as a prerequisite to such revocation or suspension;

(12) Any combination of one or more one-family and multiple-tenant family units, subject to the following requirements:

- a. All dwelling units shall meet the defined requirements of section 36-6, apartments.
- b. A minimum of one parking space shall be provided for each dwelling unit. Parking shall be provided on site, or within a 600-foot radius of the building it is intended to serve, measured from the nearest point of the building with the nearest point of the off-street parking lot.
- c. Dwelling units and accessory buildings related to residential uses shall not be permitted on the ground floor.
- d. Compliance with the requirements applicable to multiple-family residential districts in sections 36-211, 36-212, and 36-411 of Hillsdale's Code of Ordinances.

(Code 1979, § 17.18.030; Ord. No. 2008-12, 12-8-2008; Ord. No. 2015-5, 3-16-2015)

Sec. 36-294. - Area and bulk requirements.

See division 16 of this article limiting the height and bulk of buildings and minimum size of lot by permitted land use in the B-3 general business district.

(Code 1979, § 17.18.040; Ord. No. 2015-5, 3-16-2015)

Secs. 36-295—36-310. - Reserved.

Sec. 36-414. - Permitted and special conditional uses.

The following uses are permitted (P), or subject to special conditions (S) within the zoning districts.

Conditional uses require approval by the planning commission to the procedures of sections 36-61 through 36-65:

Permitted and Conditional Uses

	Zoning Districts												
	B-1	B-2	B-3	C-1	I-1	I-2	PRF	PRD	PUD	O-1	R-1, 2, 3	RD-1	RM-1
Assembly and meeting halls	P	P	P					P	P	P			
Automobile wash		P		P				P					
Banks	P	P	P	P				P	P	P			
Bars, taverns	P	P	P		P			P					
Bed and Breakfast	S	S	P							S	S	S	S
Bulk storage					P	P							
Child care centers	S	S	P	P	S			P	P	S	P	P	S
Churches	S	S	P	P				P	P	P	S	P	S
Civic uses	S	P	P	P	P			P	P	P			S
Clubs, dance halls, lodges	S	S	P	P				P	P	P			

Drive-in and drive-through services			P					P	S				
Educational	P	P	P	P	S		S			P	P	S	S
Fine arts	P	P	P	P			S	P	P	P	S	S	S
Garbage processing, recycling					P	P							
Gasoline stations	S		P		P	P							
Grocery and pharmacy	P	P	P					P	S	P	S	S	S
Health and fitness facilities	S	S	P	P				P	S	P	P	P	P
High technology	S	P	P	P		P		P	P	P			
Hotel/motel		S	S	S				P					
Junkyards and vehicle storage					S	P							
Laboratories				P	S	P		P					
Media services	P	P	P	P				P		P			
Medical			P							P			P
Medical/clinical/general practitioner offices	P	P	P					P	P	P	S	S	S
Mixed-use	P	P	P					P	P	P			

Mortuaries and funeral homes	S	P	P			P			S	P			
Multi-unit dwellings		P	S						P	P			S
Municipal/public works		P	P	P	P	P		P	P	P			
Nursing homes			P					P	P	S			
Office	P	P	P	P	P	S		P	P	P	P	S	S
Outdoor cafes	P	P	P	P	S			P	S		S	S	S
Post office	P	P	P	P				P	S	P			
Power generation					S	P							
Professional offices	P	P	P	P	P	S		P	P	P	P	S	S
Public utilities	S	S	S		P	P				P	S		S
Recreational	P	P	P	P			P	P	S	P	P	S	S
Recreational facilities	P	P	P	P			P	P	S	P	P	P	P
Retail	P	P	P	S			P	P					S
Schools (public, parochial, private)	P	P	P	S			P	P	S	P	P	P	P
Vehicle showrooms			P		P			P					
Warehousing		S	S		P	P							

SECTION 305

INTERIOR STRUCTURE

304.15 Doors. All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Outdoor furniture. *All outdoor furniture will be constructed of materials that are made to withstand outdoor weather conditions, to prevent dampness or deterioration of said furniture. All exposed surfaces shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment*

304.20 Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted when approved by the code official.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system;
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4. Inadequate soil as determined by a geotechnical investigation;
 - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. Deterioration;
 - 2.2. Ultimate deformation;
 - 2.3. Fractures;

- 2.4. Fissures;
- 2.5. Spalling;
- 2.6. Exposed reinforcement; or
- 2.7. Detached, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. Deterioration;
 - 3.2. Corrosion;
 - 3.3. Elastic deformation;
 - 3.4. Ultimate deformation;
 - 3.5. Stress or strain cracks;
 - 3.6. Joint fatigue; or
 - 3.7. Detached, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:
 - 4.1. Deterioration;
 - 4.2. Ultimate deformation;
 - 4.3. Fractures in masonry or mortar joints;
 - 4.4. Fissures in masonry or mortar joints;
 - 4.5. Spalling;
 - 4.6. Exposed reinforcement; or
 - 4.7. Detached, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 - 5.1. Deterioration;
 - 5.2. Elastic deformation;
 - 5.3. Ultimate deformation;
 - 5.4. Metal fatigue; or
 - 5.5. Detached, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 - 6.1. Ultimate deformation;

(Ord. No. 2015-005, 6-6-2016)

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

401.2 Responsibility. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m² of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 foot-candle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of

sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counter fronts and appliances or counter fronts and walls.

404.3 Minimum ceiling heights. Habitable spaces, hall- ways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced a minimum of 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over a minimum of one- third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2 m²) and every bedroom shall contain a minimum of 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain a minimum of 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bed- rooms.

404.4.3 Water closet accessibility. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bed- room or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and non-habitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area (requirements of Table 404.5).

**TABLE 404.5
MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6+ occupants
Living room ^{a,b}	120	120	150
Dining room ^{a,b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.093 m²

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
4. The maximum number of occupants shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.



Olivia Smith
Zoning Administrator
97 N Broad St
Hillsdale, MI 49242
(517) 437-6449
zoning@cityofhillsdale.org

January 21, 2026

To Whom It May Concern,

Please take notice that a petition has been filed by HOPE Harbor to appeal a decision made by the City of Hillsdale Planning Commission on November 19, 2025 regarding Zoning Permit PZ2025-076 – Change in use of an existing structure located at 386 W Carleton Rd (006-222-326-03) for a boarding house.

The Hillsdale City Zoning Board of Appeals will conduct a public hearing to consider the Petitioner's request for a use variance to allow residential use on the first floor of a structure located within the B-3 (General Business) zoning district.

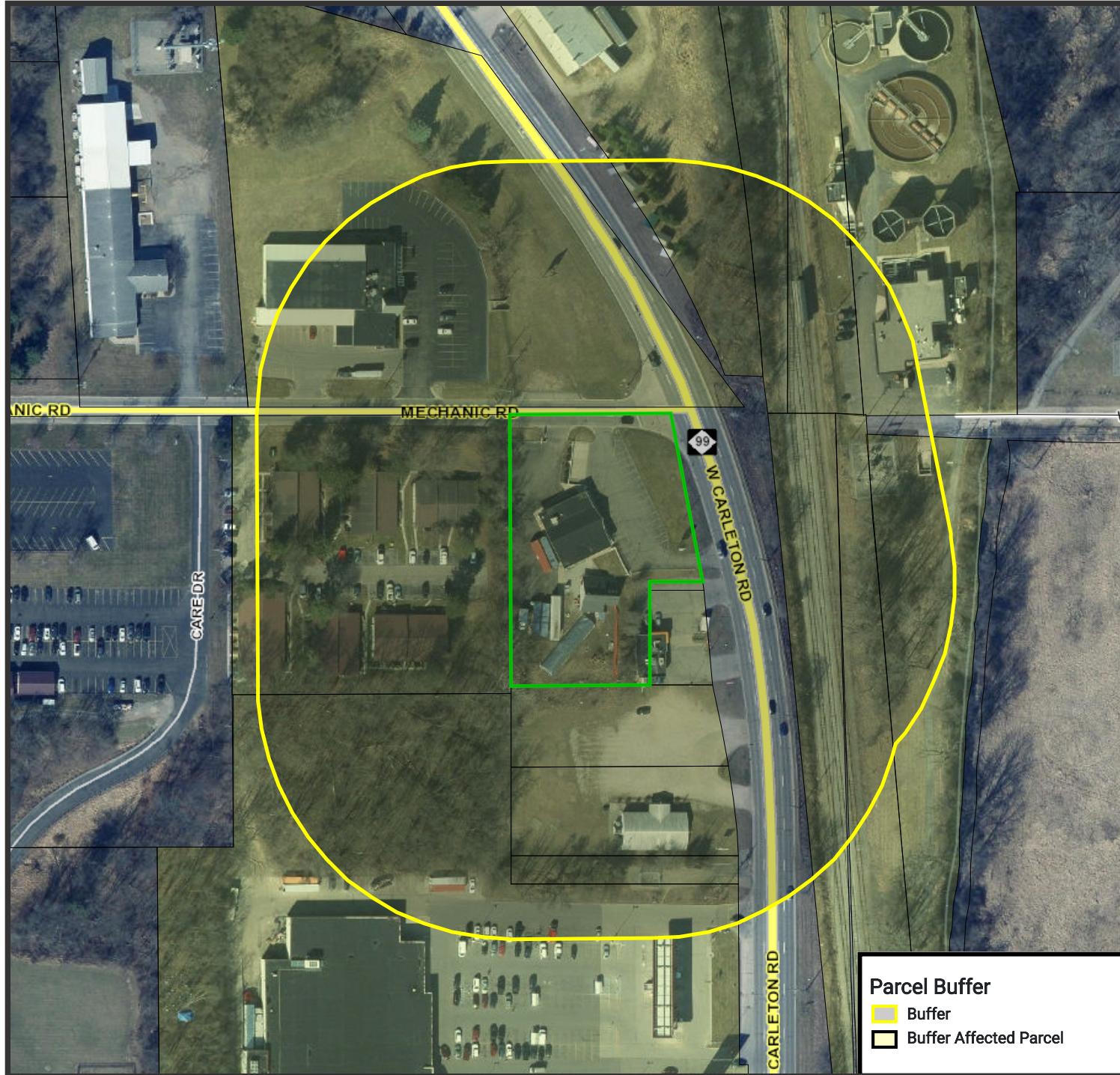
You are being notified as a property owner, tenant, or occupant within 300 feet of the property that is the subject of the request.

The variance request will be considered by the Hillsdale City Zoning Board of Appeals on **Wednesday, February 11, 2026 at 5:30 PM**. The meeting will be held in the Council Chambers of Hillsdale City Hall, 97 N Broad St, Hillsdale, MI 49242.

Written comments will be received by the Zoning Administrator by mail at 97 N Broad St, Hillsdale, MI 49242 or by email at zoning@cityofhillsdale.org.

Thank you,

Olivia Smith, MCAO
Zoning Administrator



Hillsdale County GIS



Map Publication:

01/16/2026 9:25 AM

40m
200ft

powered by
FetchGIS

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Hillsdale County expresses no warranty for the information displayed on this map document.



Parcel ID: 30 006-222-326-03

Property Address: 386 W CARLETON RD & 390

City/Township: CITY OF HILLSDALE

Village (If Applicable):

Property Class Code: 201

Property Class Desc: COMMERCIAL-IMPROVED

School District Code: 30020

School District Name: HILLSDALE COMM PUBLIC SCHS

PRE/Qual Ag %: 0%

Assessed Acres: 1.4

Land Value: 266,121

Land Imp Value: 0

Building Value: 154,920

True Cash Value: 421,041

Last Recorded Deed/Document

Liber/Page: 1788/1

Document Date: 1/25/2021

State Equalized Value (S.E.V.)

Taxable Value

2025: 0 0

2024: 0 0

2023: 0 0

2022: 0 0

Tax Description

COM NE COR SW1/4 SEC 22 TH W ALG N LN SD SW1/4 330 FT FOR POB TH S 320.5 FT PAR TO E LN SD SW1/4 TH E 166 FT PAR TO SD N LN SW1/4 TH N 122.5 FT PAR TO SD E LN SW1/4 TO A PT 198 FT S OF SD N LN SW1/4 TH E TO WLY LN HWY M-99 ROW TH NWLY ALG SD WLY LN TO SD N LN SW1/4 TH W ALG SD N LN TO POB 1.54A M/L UNPLATTED SEC 22 T6S R3W SECOND WARD SPLIT/COMBINED ON 12/04/2003 FROM 006-222-326-03 (RETAINED) WITH 006-222-326-05;

Summer Taxes ** 2025	Winter Taxes ** 2025	Village Taxes ** 2025
Base Tax: \$0.00	\$0.00	\$0.00
Special Asmt: \$0.00	\$3,523.00	\$0.00
Admin Fee: \$0.00	\$0.00	\$0.00
Total Tax: \$0.00	\$3,523.00	\$0.00
Amount Paid: \$0.00	\$0.00	\$0.00
Interest: \$0.00	\$0.00	\$0.00
Last Date Paid:		
Balance Due:	\$0.00	\$3,523.00
		\$0.00

*** Total Delinquent Tax: \$14,116.23
* PRE Denial Amount Due: \$0.00**

* The amount of Delinquent Tax/PRE Denials above is as of: December 5, 2025. For payoff amounts or a breakdown of delinquent taxes contact the County Treasurer's office at (517) 437-4700

** Contact the appropriate City/Village/Township Treasurer for up to date information.

006-222-127-01 HILLSDALE CITY OF 97 N BROAD ST HILLSDALE, MI 49242	006-222-127-01 HILLSDALE BOARD OF PUBLIC UTILITIES 45 MONROE ST HILLSDALE, MI 49242	006-222-176-10 SHEWMAN MELODY ANNE 585 BROOK CIR SOUTH DAYTONA, FL 32119
006-222-176-10 A USED TIRE SPECIALIST 351 W CARLETON RD HILLSDALE, MI 49242	006-222-177-13 D M JACKSON LLC 500 N CLINTON TRL CHARLOTTE, MI 48813	006-222-177-13 HILLSDALE LANES/LANE 17 SPORTS BAR 400 W CARLETON RD HILLSDALE, MI 49242
006-222-326-02 SABO EDGE LLC 8146 ASH RIDGE LN FINDLAY, OH 45840-8030	006-222-326-02 OCCUPANT 11 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 12 APPLE RUN LN HILLSDALE, MI 49242
006-222-326-02 OCCUPANT 13 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 14 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 15 APPLE RUN LN HILLSDALE, MI 49242
006-222-326-02 OCCUPANT 19 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 20 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 21 APPLE RUN LN HILLSDALE, MI 49242
006-222-326-02 OCCUPANT 22 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 23 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 29 APPLE RUN LN HILLSDALE, MI 49242
006-222-326-02 OCCUPANT 31 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 32 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 33 APPLE RUN LN HILLSDALE, MI 49242
006-222-326-02 OCCUPANT 34 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 35 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 36 APPLE RUN LN HILLSDALE, MI 49242
006-222-326-02 OCCUPANT 37 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 40 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 41 APPLE RUN LN HILLSDALE, MI 49242
006-222-326-02 OCCUPANT 42 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 43 APPLE RUN LN HILLSDALE, MI 49242	006-222-326-02 OCCUPANT 44 APPLE RUN LN HILLSDALE, MI 49242

006-222-326-02 OCCUPANT 45 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 46 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 50 APPLE RUN LN HILSDALE, MI 49242
006-222-326-02 OCCUPANT 51 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 53 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 54 APPLE RUN LN HILSDALE, MI 49242
006-222-326-02 OCCUPANT 55 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 59 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 60 APPLE RUN LN HILSDALE, MI 49242
006-222-326-02 OCCUPANT 61 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 62 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 63 APPLE RUN LN HILSDALE, MI 49242
006-222-326-02 OCCUPANT 64 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 65 APPLE RUN LN HILSDALE, MI 49242	006-222-326-02 OCCUPANT 66 APPLE RUN LN HILSDALE, MI 49242
006-222-326-02 OCCUPANT 67 APPLE RUN LN HILSDALE, MI 49242	006-222-326-03 BMAK CHARITY THRIFTS 390 W CARLETON RD HILSDALE, MI 49242	006-222-326-03 VANENGELENBURG, WILLIAM C 12101 53RD ST CT E EDGEWOOD, WA 98372
006-222-326-03 VANDERSTOW INVESTMENTS CO INC 2753 HARTEL RD CHARLOTTE, MI 48813	006-222-326-03 HILSDALE COMMUNITY THRIFT 390 W CARLETON RD HILSDALE, MI 49242	006-222-326-04 BKK ENTERPRISES INC 12000 ROUNTREE RD HANOVER, MI 49241
006-222-326-04 LITTLE CAESARS PIZZA 380 W CARLETON RD HILSDALE, MI 49242	006-222-326-05 GREAT LAKES LAND CONTRACT SERVICES 268 W CARLETON RD HILSDALE, MI 49242	006-222-326-05 D&SG LLC 6885 RAINY RD JONESVILLE, MI 49250
006-222-326-06 MICHIGAN GAS UTILITIES CORP 231 W MICHIGAN ST MILWAUKEE, WI 53203-2918	006-222-326-08 GREAT LAKES LAND CONTRACT SERVICES 268 W CARLETON RD HILSDALE, MI 49242	006-222-326-11 SURMAC INVESTMENTS LLC 2900 UNION LAKE RD STE 102 COMMERCE TOWNSHIP, MI 48382- 3550
006-222-326-11 EL CERRITO 252 W CARLETON RD & 254 HILSDALE, MI 49242	006-222-326-11 CAVONI'S 256 W CARLETON RD HILSDALE, MI 49242	006-222-326-11 ADVANCE AMERICA 258 W CARLETON RD HILSDALE, MI 49242

006-222-326-11
VERIZON/RUSSELL CELLULAR
262 W CARLETON RD
HILSDALE, MI 49242

006-222-326-11
SHOE SENSATION
270 W CARLETON RD
HILSDALE, MI 49242

006-222-326-11
MARSHALLS
280 W CARLETON RD
HILSDALE, MI 49242

006-222-326-11
KROGER
290 W CARLETON RD
HILSDALE, MI 49242

006-222-401-01
HILSDALE CITY OF
97 N BROAD ST
HILSDALE, MI 49242

006-222-501-01
MICH DEPT OF TRANSPORTATION
425 W OTTAWA ST
LANSING, MI 48909

006-222-501-02
MICH DEPT OF TRANSPORTATION
425 W OTTAWA ST
LANSING, MI 48909

006-222-501-03
MICH DEPT OF TRANSPORTATION
425 W OTTAWA ST
LANSING, MI 48909

006-222-501-04
MICH DEPT OF TRANSPORTATION
425 W OTTAWA ST
LANSING, MI 48909

Account Number:	875402
Customer Name:	City Of Hillsdale
Customer Address:	City Of Hillsdale 97 N Broad ST Attention to: City Clerk Hillsdale MI 49242-1617
Contact Name:	Katy Price
Contact Phone:	
Contact Email:	kprice@cityofhillsdale.org
PO Number:	

Date:	01/21/2026
Order Number:	12019478
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
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Cash/Check/ACH Discount	-\$2.97
Payment Amount by Cash/Check/ACH	\$74.40
Payment Amount by Credit Card	\$77.37

Order Confirmation Amount	\$74.40
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Ad Preview

PUBLIC NOTICE City of Hillsdale

NOTICE OF PUBLIC HEARING – ZONING BOARD OF APPEALS

A petition has been filed by HOPE Harbor to appeal a decision made by the City of Hillsdale Planning Commission regarding Zoning Permit PZ2025-076 – Change in use of an existing structure located at 386 W Carleton Rd for a boarding house.

The Hillsdale City Zoning Board of Appeals will conduct a public hearing to consider the request for a use variance to allow for a residential use on the first floor of a structure located within the B-3 (General Business) zoning district.

The variance request will be considered by the Hillsdale City Zoning Board of Appeals on Wednesday, February 11, 2026 at 5:30 PM. The meeting will be held in the Council Chambers of Hillsdale City Hall, 97 N Broad St, Hillsdale, MI 49242.

Katy Price,
City Clerk



Zoning Board of Appeals
97 N Broad St
Hillsdale, MI 49242
zoning@cityofhillsdale.org

Zoning Board of Appeals Findings

Case #: VV26-0001
Date of Hearing: FEBRUARY 11, 2026
Address: 386 W CARLETON RD
Parcel #: 006-222-326-03
Parcel Owner: BMAK CHARITY THRIFTS
Petitioner: HOPE HARBOR

Question 1

Will compliance with the strict letter of the restrictions in the zoning ordinance governing use of the property result in unnecessary hardship to the applicant?

Yes

No

If your answer is YES, proceed to **Question 2**.

If your answer is NO, then the request for relief should be denied.

Question 2

Do you find that the property involved cannot reasonably be used for the purposes permitted in its zoning district?

Yes

No

If your answer is YES, proceed to **Question 3**.

If your answer is NO, then the request for relief should be denied.

Question 3

Are the circumstances giving rise to the variance request unique to the property involved and not general conditions of the neighborhood itself?

Yes

No

If your answer is YES, proceed to **Question 4**.

If your answer is NO, the request for relief should be denied.

Question 4

Do you find that the grant of the variance requested will not alter the essential character of the area where the property is located?

Yes

No

If your answer is YES, proceed to **Question 5**.

If your answer is NO, then the request for relief should be denied.

Question 5

Do you find that a grant of the variance requested will not impair an adequate supply of light and air to adjacent property, or unreasonably increase the congestion in public streets, or increase the danger of fire or endanger the public safety, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, comfort, morals or welfare of the inhabitants of the city.

Yes

No

If your answer is YES, proceed to **Question 6**.

If your answer is NO, then the request for relief should be denied.

Question 6

Can the relief requested be granted in such fashion that it will not cause material injury to the other property and improvements located in the same zone or district in which the property is located?

Yes

No

If your answer is YES, proceed to **Question 7**.

If your answer is NO, then the request for relief should be denied.

Question 7

Can the relief requested be granted in such fashion that the spirit of the ordinance will be observed and that it will not adversely affect the purposes or objectives of the future land use plan of the City?

Yes

No

If your answer is YES, proceed to **Question 8**.

If your answer is NO, then the request for relief should be denied.

Question 8

Will granting the relief requested do substantial justice to the applicant as well as to other property owners in the district?

Yes

No

If your answer is YES, proceed to **Question 9**.

If your answer is NO, then the request for relief should be denied.

Question 9

Is the hardship for which the applicant seeks a variance the result of the applicant's own actions?

Yes

No

If your answer is YES, then the variance should be denied.

If your answer is NO, then the variance should be granted.



To: **Zoning Board of Appeals**
From: **Zoning Administrator**
Date: **February 11, 2026**
Re: **Establish Appeal Deadline**

Background

MCL 125.3604(2) states, “An appeal under this section shall be taken within such time as prescribed by the zoning board of appeals by general rule...”

The Hillsdale City Code of Ordinances echoes the state law stating, “Such appeal shall be taken within such time as shall be prescribed by the board of appeals, by general rule...” (Sec. 36-84(a)).

Section 9.A. of the *City of Hillsdale Zoning Board of Appeals Rules of Procedure*, adopted on February 7, 2024, reiterates both the Code of Ordinances and state law stating, “Such appeal shall be taken within such time as shall be prescribed by the Board of Appeals, by general rule...”

To my knowledge, no deadline has been established.

Statute establishes deadlines to appeal decisions by the Zoning Board of Appeals to the local circuit court. Those deadlines are the following:

- “(3) An appeal from a decision of a zoning board of appeals shall be filed within whichever of the following deadlines comes first:
 - (a) Thirty days after the zoning board of appeals issues its decision in writing signed by the chairperson, if there is a chairperson, or signed by the members of the zoning board of appeals, if there is no chairperson.
 - (b) Twenty-one days after the zoning board of appeals approves the minutes of its decision.”

Recommendation

Staff recommends the Zoning Board of Appeals do the following:

1. Review the current language in the *City of Hillsdale Zoning Board of Appeals Rules of Procedure*;
2. Propose a deadline to appeal; and
 - a. Staff and Legal recommend something similar to the deadlines established in statute for appeal to circuit court.
3. Amend the *City of Hillsdale Zoning Board of Appeals Rules of Procedure* by at least a 2/3 vote

9. Appeals

A. An appeal may be taken to the Board of Appeals by any person, firm or corporation, or any officer, department, board or bureau affected by a decision of the Zoning Administrator. Such appeal shall be taken within such time as shall be prescribed by the Board of Appeals, by general rule, by filing with the Zoning Administrator and with the Board of Appeals notice of appeal, specifying the grounds thereof. The Zoning Administrator shall forthwith transmit to the Board of Appeals all of the papers constituting the record upon which the action appealed from was taken.

- a. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Zoning Administrator certifies to the Board of Appeals after the notice of appeal has been filed with him that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property; in which case the proceedings shall not be stayed, otherwise than by a restraining order, which may be granted by the Board of Appeals or by a court of record on application, on notice to the Zoning Administrator, and on due course shown.
- b. The Board shall select a reasonable time and place for the hearing of the appeal and give due notice thereof to the parties and shall render a decision on the appeal without unreasonable delay. Any person may appear and testify at the hearing, either in person or by duly authorized agent or attorney.
- c. A fee as currently established or as hereafter adopted by resolution of the City Council from time to time shall be paid to the Secretary of the Board of Appeals at the time that notice of appeal is filed, which the Secretary shall forthwith pay over to the City Treasurer to the credit of the general fund of the city.

B. In hearing and deciding appeals, the Board of Appeals shall have the authority to grant such variance therefrom as may be in harmony with their general purpose and intent so that the function of this chapter is observed, public safety and welfare secured, and substantial justice done, including the following:

- a. Interpret the provisions of this chapter in such a way as to carry out the intent and purpose of the plan, as shown upon the zoning map fixing the use districts, accompanying and made a part of the ordinance codified in this chapter, where