

**Zoning Board of Appeals  
January 26, 2022 Regular Meeting**

**STAFF REPORT**

**Subject: ZBA 21-045; 1750 Dhu Varren Road**

**Summary:**

Howard Huang, representing property owners, is seeking two variances from Table 5.19.1 and Section 5.19.2 in order to construct a 9,161 square foot two-story multi-purpose addition to the existing church.

1. The project requires a total of 80 parking spaces and the applicant requests to provide 63 spaces, requesting a 17 space variance.
2. The project requires 28 electric vehicle parking spaces and the applicant is proposing to install 8 EV Capable spaces and 2 EV Ready (Total of 10 EV spaces) for an 18 space variance. The property is zoned R4A Multiple-Family Residential District.

**Background:**

The site is located on the south side of Dhu Varren Road, east of Pontiac Trail and just west of the railroad tracks. The property is zoned R4A Multiple-Family Dwelling District.

**EV-I Parking Spaces** shall have an installed electrical panel capacity with a dedicated branch circuit(s) including conductor in a raceway or direct buried, and an Electric Vehicle Charging Station (EVCS) capable of providing charge energy to an EV Parking Space(s) (See Figure 3). EV-I Parking Spaces shall include signage indicating the space is to be exclusively used for EV's.

**EV-R Parking Spaces** shall have an installed electrical panel capacity with a dedicated branch circuit(s) including conductor in a raceway or direct buried, terminated in an approved method in a junction box, for an EV Parking Space(s).

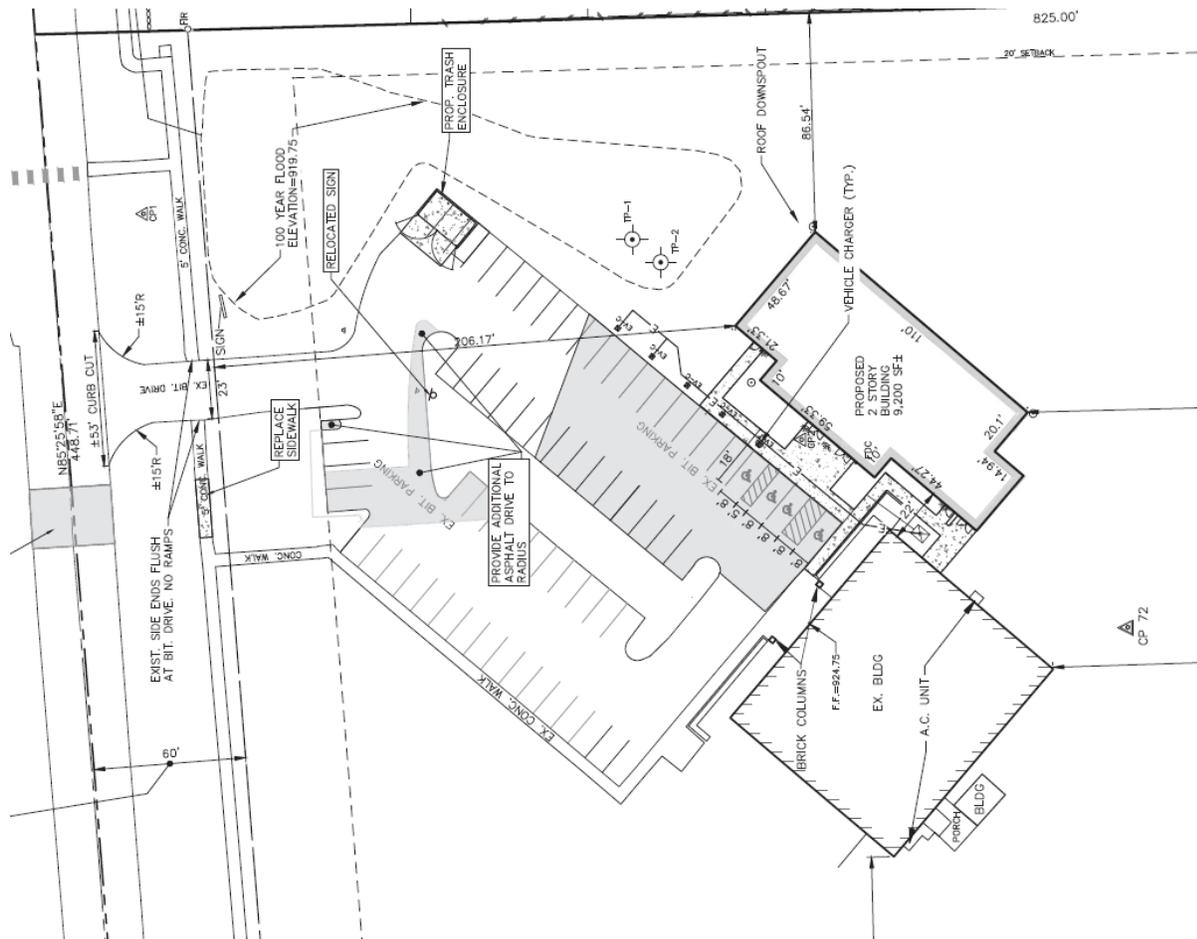
**EV-C Parking Spaces** shall have an installed electrical panel capacity with a dedicated branch circuits(s) and cable/raceway that is capped for future EV Parking Space(s) (See Figure 1). The dedicated branch circuit panel space shall be stenciled or marked legibly with the following text: Future Electric Vehicle Charging Circuit.

[EV Parking Ordinance](#)

**Description:**

The petitioner is proposing a site plan for construction of a 9,161 square foot two-story multi-purpose addition to the existing 8,219 square foot church building. The new building will be used to support existing church functions and member gatherings. These include programs such as youth outreach during weekend services, Wednesday night prayer groups and fellowship sessions Friday and Saturday nights. There will be no renting of the facility for external catered group events such as weddings.

The parcel is 8.51 acres and zoned R4A (Multiple-Family District). The petition was recommended for approval by the Planning Commission on December 7, 2021, contingent upon the requested variances being granted by the Zoning Board of Appeals. Religious Institutions are allowed with special exception use approval by Section 5.29.5 of the Zoning Ordinance.



There are only minimal changes proposed to the existing 64 car parking lot. One space will be removed to allow for the relocation of the solid waste enclosure. There are also some modifications to curb and aisle widths to meet required dimensions.

There are 80 parking spaces required after the proposed expansion. There will be parking provided for 63 cars on the site. The petitioner is requesting a variance for the remaining 17 spaces that are required. As justification for the variance, the petitioner is submitting a signed lease agreement with the Food Gatherers Office and Warehouse for use of a parking lot across Dhu Varren Road. The subject parking lot has available spaces for a minimum of 50 cars and the church is required to have an additional 17 to meet the minimum code requirement. There is a sidewalk leading directly from the parking areas to a marked crosswalk across Dhu Varren Road. This crosswalk leads to a public sidewalk along the south side of Dhu Varren Road with a link directly to the site.

The petitioner is also requesting a variance from the EV Parking requirements. They are proposing to add two EV Installed spaces and eight EV Capable spaces. The code

requires 8 EV Installed, 8 EV Ready and 12 EV Capable. They are requesting the variance because they are not proposing any significant disruption to the parking lot and there is no physical expansion of the parking area.

### **Standards for Approval- Variance**

The Zoning Board of Appeals has all the power granted by State law and by Section 5.29.12, Application of the Variance Power from the UDC. The following criteria shall apply:

***In the case of an application for a variance from the parking requirements of Section 5.19 , a variance may be granted if the variance is in harmony with the general purpose and intent of the requirements.***

- Applicant has submitted a response in the attached document.

### **[Supplemental Application Information](#)**

#### *Staff Response:*

*As stated, there are only minimal disturbances to the parking area. Where the parking area is disturbed the petitioner is adding the 2 installed EV Charging stations and will provide all the required infrastructure of the EV Capable spaces. The installation of this infrastructure will make for an easy conversion in the future for additional charging stations to be added.*

*While the project proposed is a significant expansion of the existing building, there is no expansion of total seating capacity for church functions. The new addition will contain church supported activities to serve the existing membership.*

*Regarding the variance requested for the amount of total parking spaces, the church has been operating for over 20 years with the existing parking lease agreement in place. While the shared use agreement/lease is approved by both required owners, Code requires a perpetual easement over parking spaces and does not allow the spaces to be use as required parking for two distinct sites. As noted, this arrangement has been in place for several years with no reported issues. The lease permits parking during the off-peak hours for the warehouse and office uses and during peak times for the church use, weeknights and weekends.*

*The use of the existing parking lot across Dhu Varren Road allows a beneficial shared use of existing parking lot during off peak times for the Food Gatherers office and warehouse uses. There are private and public sidewalks from this parking area leading to a crosswalk at Dhu Varren Road, sidewalks then lead to the church building. Church parking is not permitted in the residential section of that site. While additional parking could be provided on the subject site, it would require significant removal of landmark trees and an impact to a regulated*

Zoning Board of Appeals  
January 26, 2022

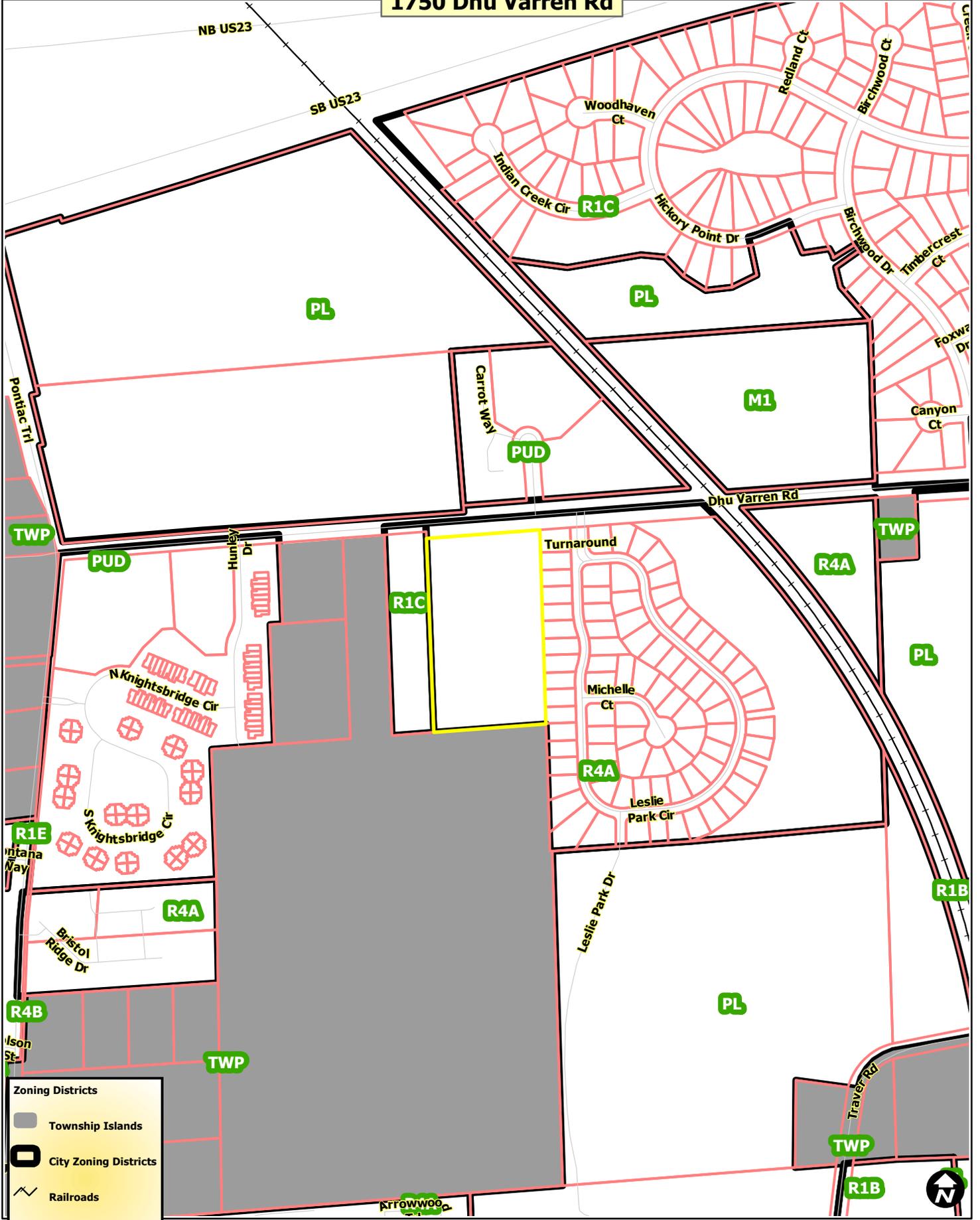
*woodland. In addition to the loss of trees, a larger parking lot would also reduce the buffer to the single-family residential use adjacent. While the lease agreement held by the petitioner for off-site parking does not meet the code requirements for a permanent parking easement, staff has determined that the lease does meet the intent of the ordinance.*

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Matt Kowalski', written in a cursive style.

**Matt Kowalski AICP**  
**City Planner**

# 1750 Dhu Varren Rd



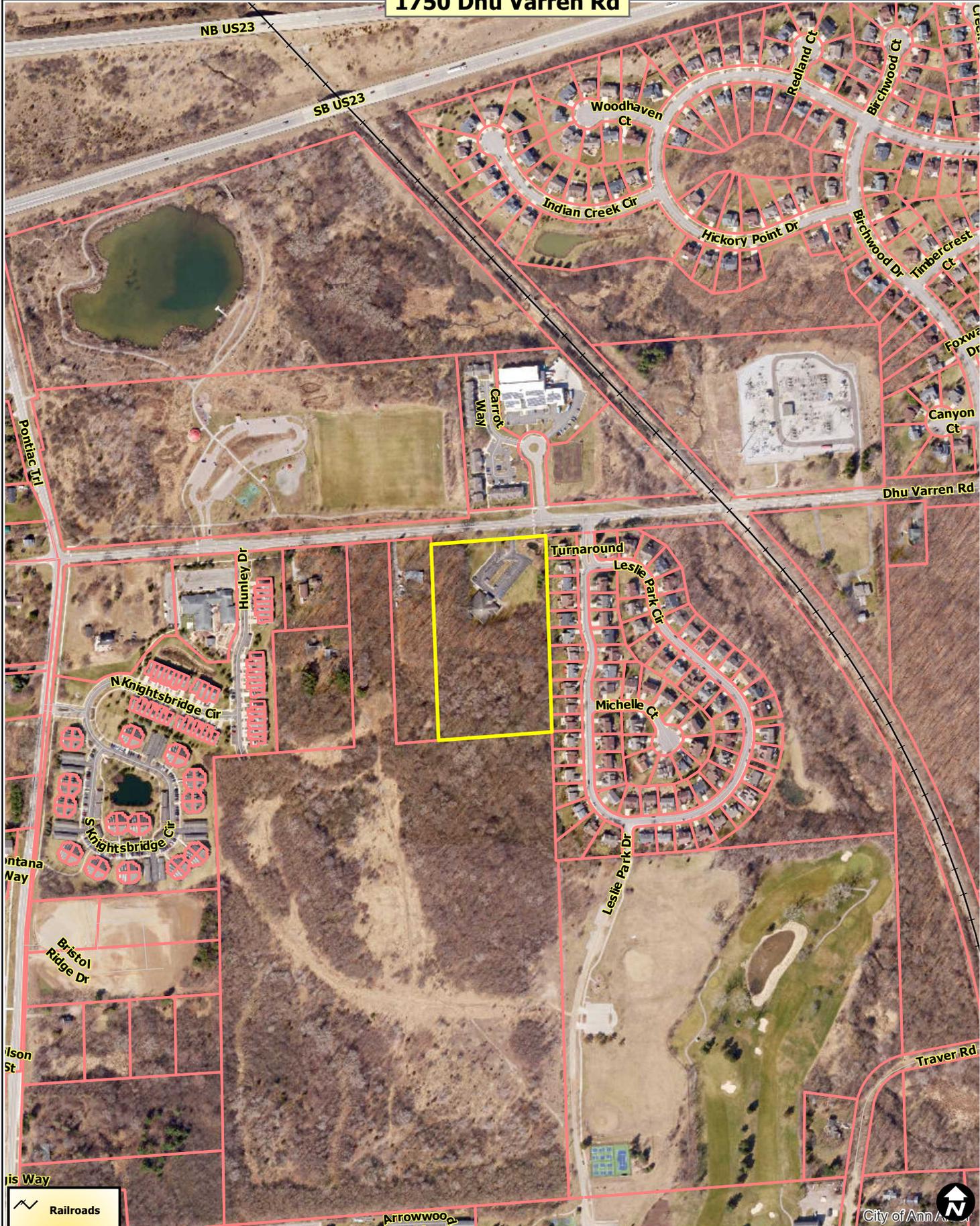
**Zoning Districts**

- Township Islands
- City Zoning Districts
- Railroads
- Huron River
- Tax Parcels



Map date: 1/4/2022  
 Any aerial imagery is circa 2020 unless otherwise noted  
 Terms of use: [www.a2gov.org/terms](http://www.a2gov.org/terms)

# 1750 Dhu Varren Rd

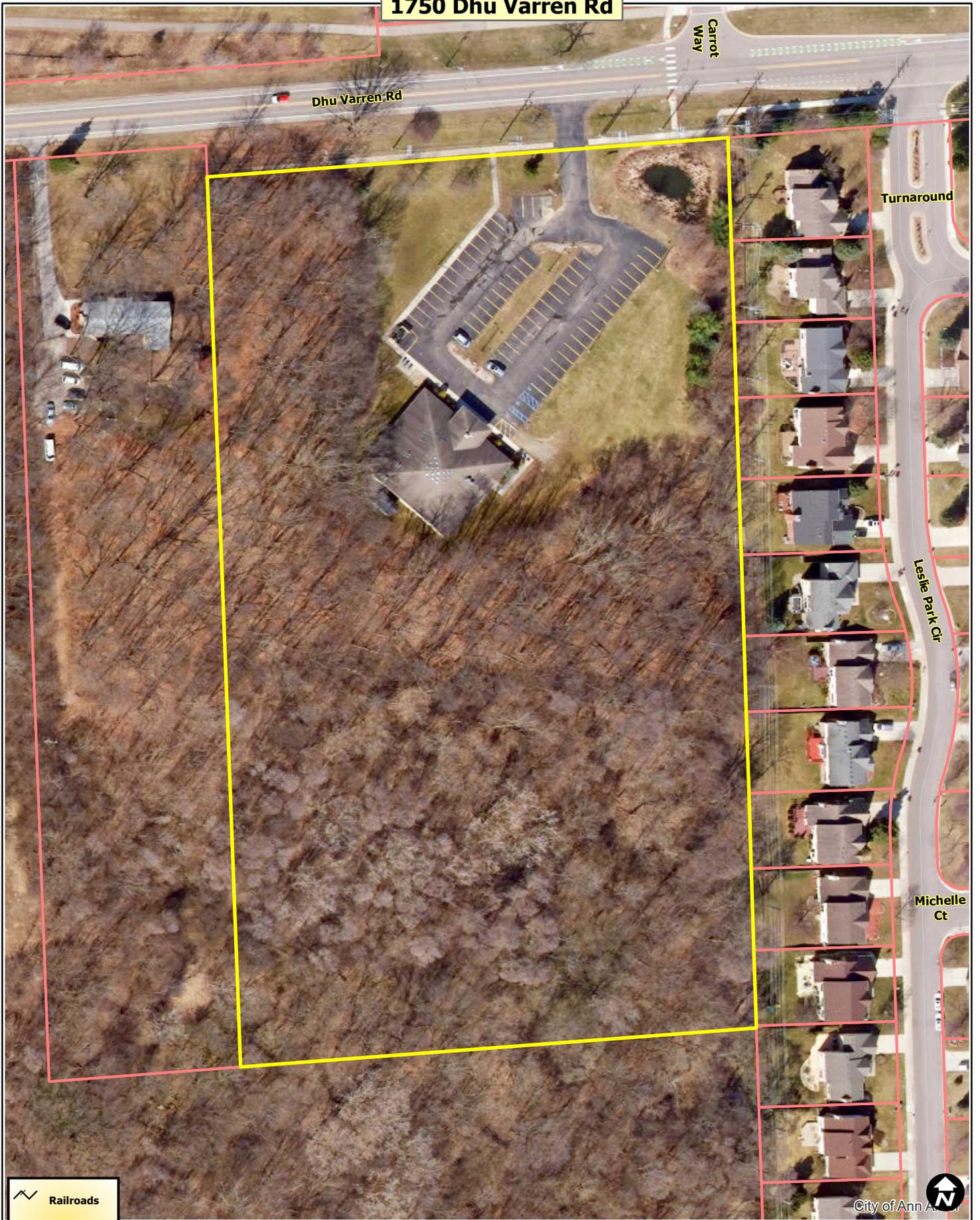


- Railroads
- Huron River
- Tax Parcels



Map date: 1/4/2022  
Any aerial imagery is circa 2020 unless otherwise noted  
Terms of use: [www.a2gov.org/terms](http://www.a2gov.org/terms)

1750 Dhu Varren Rd



-  Railroads
-  Huron River
-  Tax Parcels



Map date: 1/4/2022  
Any aerial imagery is circa 2020 unless otherwise noted  
Terms of use: [www.a2gov.org/terms](http://www.a2gov.org/terms)



# ZONING BOARD OF APPEALS APPLICATION

City of Ann Arbor Planning Services

City Hall: 301 E Huron Street Ann Arbor, MI 48107-8647

Phone: 734-794-6265 Fax: 734-794-8460 Email: [planning@a2gov.org](mailto:planning@a2gov.org)

## PROPERTY INFORMATION

ADDRESS OF PROPERTY 1750 Dhu Varren Rd		ZIP CODE 48105	
ZONING CLASSIFICATION R4A	NAME OF PROPERTY OWNER *If different than applicant, a letter of authorization from the property owner must be provided Dennis Wong		
PARCEL NUMBER 09-09-16-100-045	OWNER EMAIL ADDRESS denniswong.j316@gmail.com		

## APPLICANT INFORMATION

NAME Howard Huang			
ADDRESS 5991 Gabrielle Ave	CITY Ann Arbor	STATE MI	ZIP CODE 48103
EMAIL hsunhau@gmail.com		PHONE 734-972-3995	
APPLICANT'S RELATIONSHIP TO PROPERTY Trustee			

## REQUEST INFORMATION

<input checked="" type="checkbox"/> VARIANCE REQUEST Complete Section 1 of this application	<input type="checkbox"/> REQUEST TO ALTER A NONCONFORMING STRUCTURE Complete Section 2 of this application
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## REQUIRED MATERIALS

One hard copy application complete with all required attachments must be submitted. Digital copies of supportive materials included in the submitted hard copy will only be accepted in PDF format by email or accompanying the hard copy application on a USB flash drive.

### Required Attachments:

- Boundary Survey of the property including all existing and proposed structures, dimensions of property, and area of property.
- Building floor plans showing interior rooms, including dimensions.
- Photographs of the property and any existing buildings involved in the request.

### OFFICE USE ONLY

Fee Paid:

ZBA:

DATE STAMP

## ACKNOWLEDGEMENT

All information and materials submitted with this application are true and correct.

Permission is granted to City of Ann Arbor Planning Services and members of the Zoning Board of Appeals to access the subject property for the purpose of reviewing the variance request.

Property Owner Signature : 

Date: 12-27-2021

# Section 1 City of Ann Arbor Planning Services – Zoning Board of Appeals Application

## VARIANCE REQUEST

ARTICLE(S) AND SECTION(S) FROM WHICH A VARIANCE IS REQUESTED: (Example: Article 3, Section 5.26)

**Chapter 55: Section 5.19.1, Table 5.19.1; Section 5.19.2**

REQUIRED DIMENSION: (Example: 40' front setback)

Feet:           Inches:

PROPOSED DIMENSION: (Example: 32 foot 8 inch front setback )

Feet:           Inches:

DESCRIPTION OF PROPOSED WORK AND REASON FOR VARIANCE:

The applicant seeks to build a fellowship and classroom building and increase SEU from 160 to 240 people. Request variance (1) to reduce the number of EV parking from 28 to 10, and (2) to use auto-renewed parking agreement in the place of required parking easement in SEU increase.

**The City of Ann Arbor Zoning Board of Appeals has the powers granted by State law and City Code Chapter 55, Section 5:29. A variance may be granted by the Zoning Board of Appeals only in cases involving practical difficulties or unnecessary hardships when all of the following statements are found to be true. Please provide a complete response to each of the statements below.**

**The alleged practical difficulties are exceptional and peculiar to the property of the Person requesting the variance, and result from conditions that do not exist generally throughout the City.**

The total number of parking spaces will not be increased in the project. Due to the nature of church activities, the utilization for both parking usage and EV charging facility will be very limited. We only have 1 staff in the office during weekdays, and the typical members only stay on the premises 2 hours/trip, 2 trips/week.

**The alleged practical difficulties that will result from a failure to grant the variance, include substantially more than mere inconvenience, inability to attain a higher financial return, or both.**

The 8 EV-I, 8 EV-R, 12 EV-C charging stations, per ordinance, will cost \$120k for installation alone. Providing free EV charging stations will encourage trespassing and thus occupy the church's limited resources. Without shared parking agreement access, both the Church and Food Gatherer will need to construct additional parking with limited utilization.

**Allowing the variance will result in substantial justice being done, considering the public benefits intended to be secured by this chapter, the practical difficulties that will be suffered by a failure of the Board to grant a variance, and the rights of others whose property would be affected by the allowance of the variance.**

The proposed 2 EV-I, 0 EV-R, 8 EV-C parking spaces will be sufficient to serve the church staff in the long term and allow the Church to channel its limited resources to serve the community. The shared parking arrangement minimizes the impact to neighbors as it utilizes existing parking facilities with offsetting peak hours due to the nature of our businesses.

**The conditions and circumstances on which the variance request is based shall not be a self-imposed practical difficulty.**

This proposed church addition is intended to enhance the facilities to accommodate the growing needs of the community and to reduce the conflicting demands of internal spaces. The external parking spaces are utilizing existing Church owned or overflow neighbor facilities without conflicts, a practice that has been formed for 10 years and formalized in the written document for 3 years.

**A variance approved shall be the minimum variance that will make possible a reasonable use of the land or structure.**

The requested 2 EV-I and 8 EV-C is reduced from ordinance but more than sufficient to serve church staff and members for the long term future. The auto-renewed parking agreement, established in 2019, is semi-permanent in nature. The variances requested improve overall use of land.



# 安城華人基督教會 Ann Arbor Chinese Christian Church SBC

1750 Dhu Varren Road, Ann Arbor, Michigan 48105 Tel : 734-668-9128 Fax: 734-929-4893 <http://www.aaccc.org>  
Chinese Pastor : Dennis Wong, Youth Pastor : Cendal Engle

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December 15, 2021

City of Ann Arbor  
Zoning Board of Appeals  
301 E. Huron St.  
Ann Arbor, MI 48104

Re: Applications for ZBA

To Whom It May Concern:

Siewtiing Dennis Wong owns the parcel located at 1750 Dhu Varren Rd (the "Property") and described on Washtenaw County Tax Maps as parcel 09-09-16-100-045.

Siewtiing Dennis Wong hereby authorizes Hsunhau Howard Huang to make applications to City of Ann Arbor, agencies of Washtenaw County, the State of Michigan, and all other applicable regulatory bodies for the purpose of seeking approvals and permits to develop the Property.

Sincerely,

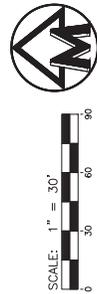
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Siewtiing Dennis Wong





REV. DATE	DATE: 5/20/21
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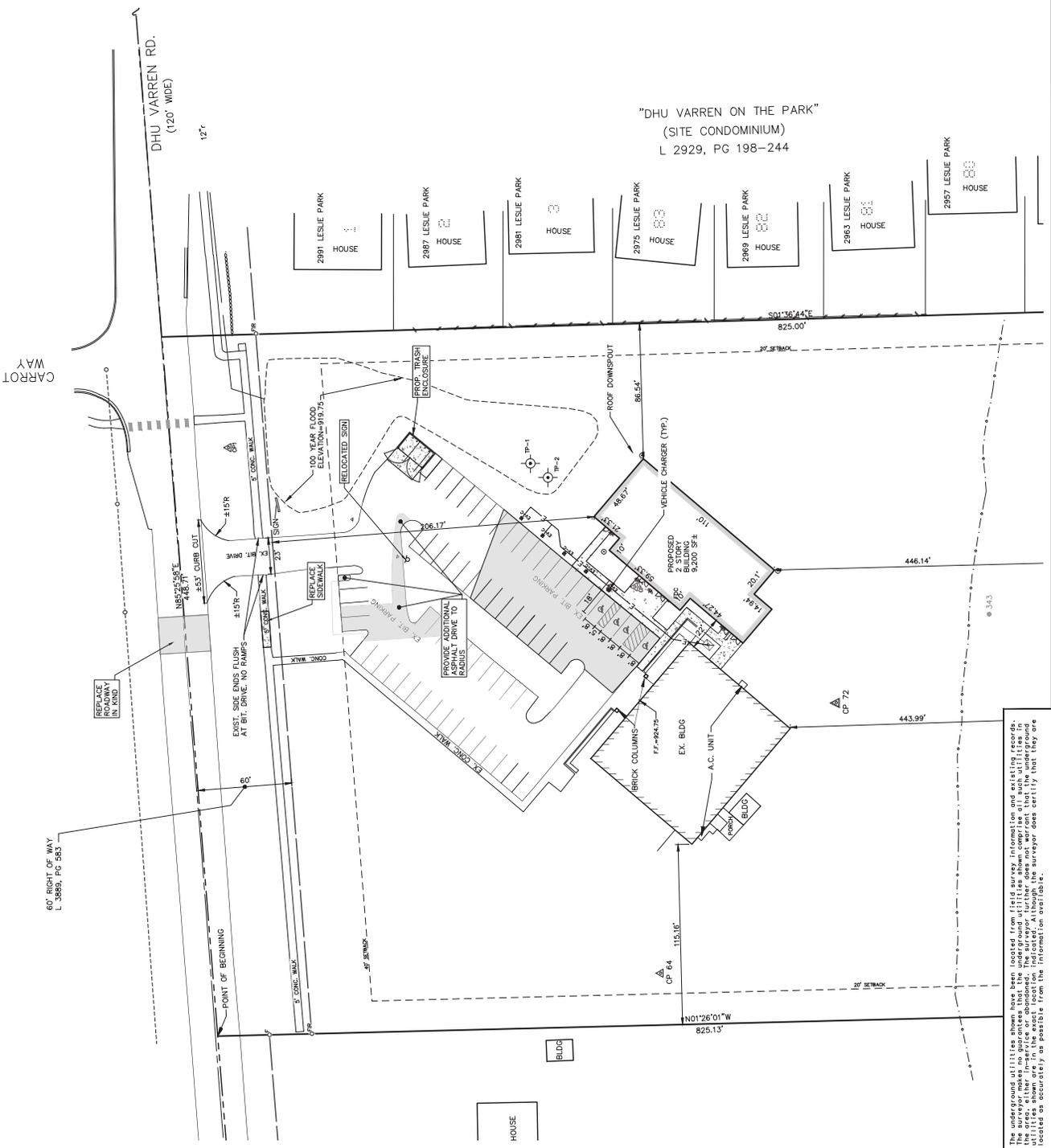


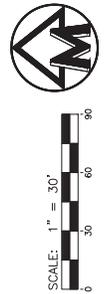
**NOTES:**  
 1. Recycle and trash pickup is to be private. Trash and recycling will be stored in a non-enclosed enclosure. The existing enclosure will be removed and a new enclosure constructed.  
 2. An existing site light pole is within ten feet of the water main. When this light pole is removed, the contractor shall be responsible for the light pole or its relocation. The City is not responsible for the light pole or its relocation.  
 3. The existing drive approach is non-conforming due to its width and the drive approach. It will be allowed to remain until repair or replacement is required. At that time, the drive approach shall be brought into conformance.

**ELECTRIC VEHICLE CHARGING SUMMARY**  
 2 - EV-INSTALLED SPACES SHOWN NOTED AS EV-1  
 2 - EV-CAPABLE SPACES SHOWN NOTED AS EV-C

**LEGEND**

EXIST. CONTOUR	---
EXIST. FOUNDATION	---
EXIST. UTILITY POLE	○
EXIST. UTILITY POLE W/ TRANS.	○
EXIST. UTILITY POLE	○
ELEC. TRANSFORMER	⊠
EXIST. OVERHEAD UTILITY LINE	---
EXIST. LIGHT POLE	○
EXIST. ELECTRIC LINE	---
EXIST. GAS LINE	---
EXIST. OPTIC LINE	---
EXIST. WATER MAIN	---
EXIST. HYDRANT	○
EXIST. GATE VALVE IN BOX	○
EXIST. CURB STOP & BOX	○
EXIST. FIRE DEPARTMENT CONNECTION	○
EXIST. STORM SWIM	○
EXIST. BEHIVE INLET OR INLET	○
EXIST. BEHIVE INLET	○
HEAD WALL	---
CURB	---
EXIST. DOWNSPOUT	○
EXIST. SANITARY SEWER	○
EXIST. CLEANOUT	○
TOP OF CURB	---
TOP OF PAVEMENT	---
TOP OF WALK	---
C/L OF DITCH	---
DRAINAGE DIRECTION	→
ENCLOSED TRASH AREA	⊠
SIGN	⊠
RAILROAD CROSSING SIGN	⊠
TELEVISION RISER	⊠
CABLE TELEVISION RISER	⊠
ELECTRIC METER	⊠
WATER METER	⊠
GAS LINE MARKER	⊠
FIBER OPTIC MARKER	⊠
POST	⊠
FENCE	---
GUARDRAIL	---
SINGLE TREE	○
TREE OR BRUSH LIMIT	○
SECTION CORNER	○
SOIL BORING LOCATION	○
TEST PIT LOCATION	○
SET IRON PIPE	○
FOUND IRON PIPE	○
FOUND MONUMENT	○
SET IRON ROD	○
FOUND IRON ROD	○
CENTERLINE	---
PROPERTY LINE	---





- NOTES:**
- The proposed building will be suppressed. A Knox Box has been located between the door and the Fire Department Connection.
  - Varen Road (light-pole-way). There is an existing valve between the new connection and the existing hydrant lead that serves the building.
  - The existing sewer for the building connection will be connected from the existing structure.
  - A new sanitary sewer service to the building connection to the public sanitary sewer system will be installed. The existing sewer will be expanded to accommodate the increased impervious area for the new building footprint.
  - The existing storm water detention basin will be expanded to accommodate the fire hydrant. This existing, non-conforming condition will be allowed to remain until the service is replaced. The existing, non-conforming condition will be allowed to remain until the service is replaced. The existing, non-conforming condition will be allowed to remain until the service is replaced.
  - An existing site light pole is within ten feet of the water main. When this light pole is not responsible for the light pole of the relocation. The City is not responsible for the light pole of the relocation.
  - There are no booster pump needed for the new building.

**LEGEND**

EXIST. CONTOUR	OH
EXIST. UTILITY POLE	—
EXIST. UTILITY POLE W/ TRANS.	—
EXIST. GUY POLE	—
EXIST. GUY POLE	—
ELEC. TRANSFORMER	⊠
EXIST. OVERHEAD UTILITY LINE	—
EXIST. LIGHT POLE	—
EXIST. ELECTRIC LINE	—
EXIST. GAS LINE	—
EXIST. GAS OPTIC LINE	—
EXIST. WATER MAIN	—
EXIST. HYDRANT	—
EXIST. GATE VALVE IN BOX	—
EXIST. CURB STOP & BOX	—
EXIST. FIRE DEPARTMENT CONNECTION	—
EXIST. STORM SWIMMER	—
EXIST. BEHAVE INLET	—
EXIST. BEHAVE INLET	—
EXIST. BEHAVE INLET	—
EXIST. DOWNSPOUT	—
EXIST. SANITARY SEWER	—
EXIST. CLEANOUT	—
TOP OF CURB	—
TOP OF PAVEMENT	—
TOP OF WALK	—
C/L OF DITCH	—
DRAINAGE DIRECTION	→
ENCLOSED TRASH AREA	⊠
RAILROAD CROSSING SIGN	—
TOLEDO RIVER	—
CABLE TELEVISION RISER	—
ELECTRIC METER	—
WATER METER	—
GAS LINE MARKER	—
FIBER OPTIC MARKER	—
POST	—
FENCE	—
GUARDRAIL	—
SINGLE TREE	—
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SECTION CORNER	—
SOIL BORING LOCATION	—
TEST PIT LOCATION	—
SET IRON PIPE	—
FOUND IRON PIPE	—
FOUND MONUMENT	—
SET IRON ROD	—
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CENTERLINE	—
PROPERTY LINE	—

**Sanitary Sewer Flow Mitigation Calculations**

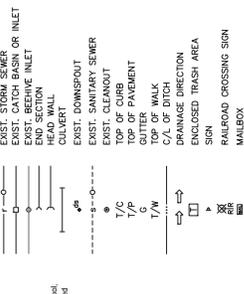
Based on the City of Ann Arbor's sanitary sewer flow evaluation Table A, for a church, the calculations are based on 1.5 gpd/sft, so the design dry weather flow rate will be:

Existing: 180 seats for a church = 270 gpd  
 Proposed: 128 Social Gathering Area (Cafeteria) = 192 gpd  
 178 Students in Classrooms = 267 gpd

Mitigation Flow:  
 Existing: 240 gpd  
 Impervious Peak Flow = 240 gpd + (speaking factors) x 1 (reservoir) = 240 gpd  
 Impervious Peak Flow = 847 gpd + (speaking factors) x 1 (reservoir) = 847 gpd

Additional flow of 2 gpm to be mitigated.

\*These classrooms are being used for Sunday morning and two weeknight, not a daily school. If the classroom use extends beyond what is proposed here, such as a daily school, the calculations based on Table A, and the difference will have to be mitigated at that time.



**Sanitary Sewer Flow Mitigation Calculations**

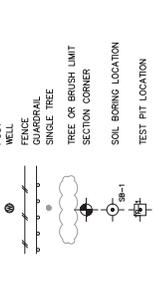
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**Sanitary Sewer Flow Mitigation Calculations**

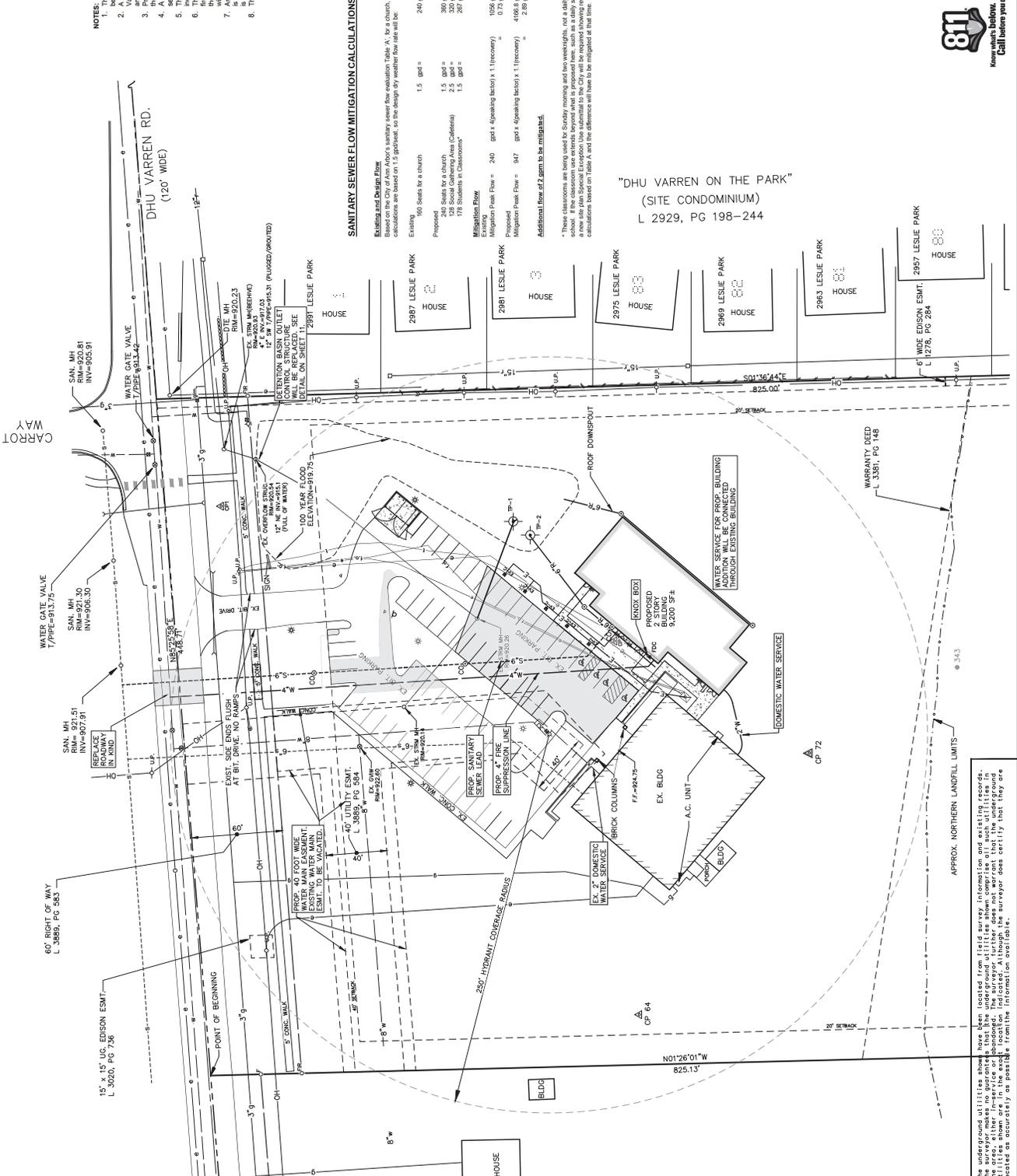
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# 安城華人基督教會

## Ann Arbor Chinese Christian Church SBC

1750 Dhu Varren Road, Ann Arbor, Michigan 48105 Tel : 734-668-9128 Fax: 734-929-4893 <http://www.aaccc.org>  
Chinese Pastor : Dennis Wong, Youth Pastor : Cendal Engle



December 28th, 2021

City of Ann Arbor  
Zoning Board of Appeals 301 E. Huron  
Street  
Ann Arbor, MI 48104

Subject: Variance Application for EV Parking on Site plan SP21-019 (1750 Dhu Varren Rd.)

Dear Board Members:

Ann Arbor Chinese Christian Church's building expansion project site plan was approved by the Planning Commission on December 7, 2021, conditional on variance approval to reduce the number EV Charging Stations. The ordinance specifies that 35% of our 80 parking spaces need to be outfitted with EV charging capability as follows: 10% (or 8 spaces) EV-I, 10% (or 8 spaces) EV-R, and 15% (or 12 spaces) EV-C. Although we agree that electric vehicles are the future and it requires charging stations more widely available, we have several significant obstacles in complying with the requirement to equip our property with 28 EV charging stations.

Specific challenges include:

1. Ann Arbor Chinese Christian Church is a local community church. It is a relatively small church. We currently have 2 full time and 1 part time staff. Furthermore, due to the nature of their work, only one of them is required to be present in the church building at a given weekday business hour. In other words, there is only 1 car at church during weekdays.
2. More than 85% of our regular members live within 10 miles from the church. The average stay of members and visitors attending Sunday services and weekend fellowships is less than two hours. This is hardly enough time to charge an EV with class 2 charging stations, as required by the ordinance. Furthermore, our parking lot does not allow for overnight parking.
3. As a small religious non-profit church, we currently do not have any means to charge the EV owners when they use the charging stations. We have no means to generate the revenue necessary to offset the costs of providing and maintaining an EV charging system, or even the energy cost. The EV charging stations will only be provided as a free service to some of our congregation members, visitors and staff. It is not a fair pay per use system and will consume the limited church resources.

# 安城華人基督教會 Ann Arbor Chinese Christian Church SBC

1750 Dhu Varren Road, Ann Arbor, Michigan 48105 Tel : 734-668-9128 Fax: 734-929-4893 <http://www.aaccc.org>  
Chinese Pastor : Dennis Wong, Youth Pastor : Cendal Engle



4. As part of this building expansion project, we are making significant investments to enhance and modernize other aspects of our property to comply with other city ordinances. These include leveling the BF parking surface, enlarging the detention pond, and enhancing landscape, including the trees removed by DTE. The cost of site improvement is estimated to exceed \$250,000. To comply with EV ordinance, the installation cost of the EV charging facilities alone will be more than \$120,000. The maintenance cost will be \$3,200/year for maintenance. We believe it would overtax our limited budget.

5. We investigated the operating costs a little further with Charge point, an industry-leading company that leases the actual charging equipment. The software and maintenance expenses are done on a subscription basis at a rate of \$2,400 per station per year. It would cost \$19,200 per year to operate 8 EV-I's. We would be left with a large, fixed cost, depreciating equipment, and no relief from sales revenue as they are substantially underutilized.

Therefore, we are respectfully asking the ZBA to reduce the total proportion of EV parking spaces for this project from the 28 required by the ordinance to 10, 2 EV-I and 8 EV-C, respectively. The 10 spaces covers the entire portion of parking lot modification. The 2 EV-I spaces already exceed the number of staff onsite that could use the EV-charging stations during working hours to cover not only current, but both short term and long term needs. The additional 8 parking spaces (or 10%) EV-C will further meet the long term needs should new/faster charging stations become viable solutions for church members and visitors.

If the ZBA approves this request, Ann Arbor Chinese Christian Church would be able to install one dual-port station serving 2 EV-I, one BF space and one regular space, and 8 EV-C.

A handwritten signature in black ink, appearing to be 'Howard Huang', written in a cursive style.

Howard Huang  
Applicant/Trustee  
Ann Arbor Chinese Christian Church

# 安城華人基督教會

## Ann Arbor Chinese Christian Church SBC

1750 Dhu Varren Road, Ann Arbor, Michigan 48105 Tel : 734-668-9128 Fax: 734-929-4893 <http://www.aaccc.org>  
Chinese Pastor : Dennis Wong, Youth Pastor : Cendal Engle



December 28th, 2021

City of Ann Arbor  
Zoning Board of Appeals 301 E.  
Huron Street  
Ann Arbor, MI 48104

Subject: Variance Application for Permanent Parking Easement on Site plan SP21-019 (1750 Dhu Varren Rd.)

Dear Board Members:

Ann Arbor Chinese Christian Church's building expansion project site plan was approved by the Planning Commission on December 7, 2021, conditional on variance approval to use shared parking agreement in the place of permanent parking easement. We would like to further explain the reason for the variance request on the matter of the overflow parking as below.

The current expansion project is to add a fellowship hall and classroom (for Sunday schools only), so that the Church congregation can have a more suitable environment for fellowships outside the Sunday worship services. We are not expanding the sanctuary capacity nor increasing our parking spaces at the time. The planned work on the parking lot is limited to utility work, easement complaint, and leveling for BF spaces. We do realize that, with the added capacity in the building addition, we could see more people coming to the Church even though the sanctuary is not enlarged. We, therefore, request to increase the SEU from the current 160 to 240. The UDC code requires the Church to provide 1 parking space per 3 seats in the sanctuary. Calculating by the same ratio with reference to SEU capacity, we should provide 80 parking spaces, or 17 more than what are available on our site.

While there is still space available on the property to construct additional parking, it would increase the construction and future maintenance cost. The additional parking spaces will also inadvertently increase the thermal heating due to the loss of green space and increase the noise and light pollution from the expanded parking area. Furthermore, the parking will see relatively low utilization rate, as typical church members are only on-site for less than 4 hours a week.

# 安城華人基督教會

## Ann Arbor Chinese Christian Church SBC

1750 Dhu Varren Road, Ann Arbor, Michigan 48105 Tel : 734-668-9128 Fax: 734-929-4893 <http://www.aaccc.org>  
Chinese Pastor : Dennis Wong, Youth Pastor : Cendal Engle



Instead, we have been working with Food Gatherer across the street for a shared overflow parking arrangement. Food Gatherer is located within 1000' from the church with an existing sidewalk/crosswalk. In the agreement, the Church can have access to Food Gatherer's 50 parking spaces during the Church peak business hour. As the Church and the Food Gatherer have offset business peak hours, it is mutually beneficial that we could share the resources during each party's off-peak hours. The arrangement also benefits the public by reducing pollution and maintaining bigger green spaces. Such overflow parking agreement was first established verbally in early 2010's, and then became a formally written agreement in 2019, as attached "Carrot Way Parking Lot Contract 2019.pdf". The agreement is automatically renewed at the end of each year. To further demonstrate the validity of this mutual agreement, another signature was signed in 2021 before the site plan application, as attached "Carrot Way Parking Lot Contract 2021.pdf".

The UDC code Section 5.19.2 requires a permanent parking easement when offsite parking is used. The permanent parking easement will grant us the additional parking spaces required yet is inferior to the shared parking agreement as we have established with food Gatherer. The fundamental issue is that, per UDC code, "An off-site parking easement may not include Parking Spaces or Bicycle Parking Spaces required to keep another property in compliance with this chapter". Therefore, a shared parking arrangement, even with offset hours and benefits the community, will not be allowed under this rule for parking easement.

Other than the variance requested to better utilize existing facilities by shared parking, the auto renewal feature in the current agreement captures the essence of the "permanent" requirement. By granting this variance request and including the agreement with the record, it would capture the easement requirement. We believe this would be the minimum deviation from the UDC requirement and the variance itself benefits the public.

We kindly request the board would grant us the variance to use the current auto renewed shared parking agreement in place of the required permanent parking easement.

A handwritten signature in black ink, appearing to read "Howard Huang". The signature is fluid and cursive.

Howard Huang  
Applicant/Trustee  
Ann Arbor Chinese Christian Church



**Ann Arbor Chinese Christian Church Facility Use Agreement**

This agreement is made on \_\_August 16, 2019\_\_, between Ann Arbor Chinese Christian Church (herein referred to as "AACCC"), and Food Gatherers (herein referred to as "Food Gatherers").

**The parties agree as follows:**

**AACCC Parking Lot Lease**

AACCC ("Lessor") agrees to provide Food Gatherers ("Lessee") access to its parking lot at 1750 Dhu Varren Road, Ann Arbor, MI 48105 in the date(s) and time(s) described below. Use of the facility on additional day(s) or time(s) is allowed but needs to be approved by AACCC to avoid time conflicts and it will be bound to the same agreement terms.

**DURATION:** Starting on January 1<sup>st</sup>, 2019 and valid through December 31<sup>st</sup>, 2019, unless this agreement is terminated by either party in writing with no less than thirty (30) days notice. This agreement will be automatically renewed every calendar year, unless it is terminated by either party in writing with no less than thirty (30) days notice.

**DATE & TIME:** 8 AM to 5:30 PM on Weekdays

**FEES:** Rent is set at \$1.00 per year, payment due at the signing of agreement.

.....  
**Food Gatherers Parking Lot Lease**

Food Gatherers ("Lessor") agrees to provide AACCC ("Lessee") access to its business parking lot at 1 Carrot Way, Ann Arbor, MI 48105 in the date(s) and time(s) described below. Use of the facility on additional day(s) or time(s) is allowed but needs to be approved by Food Gatherers to avoid time conflicts and it will be bound to the same agreement. The Carrot Way Apartments residence parking lot is excluded in this agreement.

**DURATION:** Starting on January 1<sup>st</sup>, 2019 and valid through December 31<sup>st</sup>, 2019, unless this agreement is terminated by either party in writing with no less than thirty (30) days notice. This agreement will be automatically renewed every calendar year, unless it is terminated by either party in writing with no less than thirty (30) days notice.

**DATE & TIME:** 6:30 PM to 10:00 PM on Weekdays

8:00 AM to 2:00 PM on Weekends

**FEES:** Rent is set at \$1.00 per year, payment due at the signing of agreement.

- .....
1. Lessor only provides the access to its parking lot identified above. No additional services will be provided by the Lessor to Lessee. Such excluded services include, but are not limited to: snow removal, lighting other than required by local building code, security.
  2. Lessee agrees to assume all supervisory responsibility for all persons from Lessee's organization present during the rental period.
  3. Lessee agrees to maintain the facility in the same condition as it was prior to rental period.

4. Lessee agrees to reimburse Lessor for any and all reasonable costs resulting from damage done to the facility during the rental period. In such an event, Lessor will provide an itemized cost of damage repairs or the cost to replace property.
5. Lessee agrees that the parking lot access will be strictly used for parking. NO other activities of any kind should be held on the leased facility during rental period.
6. Lessee agrees that no supplies, equipment, food, or other items will be left at Lessor's facility without the express approval of a Lessor's representative and agreement made on designated space for any such items.
7. Lessee agrees that no vehicle will be left in Lessor's property by its agents, employees, invitees, or any person on the premises by reasons of Lessee's use or occupancy outside of the rental period without prior approval by the Lessor.
8. Lessee shall indemnify and hold Lessor harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises, or to the leased premises themselves resulting from any act done or omission by or through the Lessee, its agents, employees, invitees, or any person on the premises by reasons of Lessee's use or occupancy or resulting from Lessee's non-use, or possession of such property, and all loss, costs, liability, or expense resulting therefrom; and further agrees at all times to maintain such premises in a safe and careful manner.
9. Lessee agrees to notify Lessor of any problems with the facility within 24 hours. If mechanical or other major problems occur during the rental period.  
  
Food Gatherer Contact is 734-761-2796.  
ACCC Contact is 734-662-8975.
10. Lessee agrees that it shall not violate any Federal, State, or Local laws while on premises.
11. Violation of any of the facility use agreement may lead to the immediate termination of this agreement, and may prevent any future use of facilities by Lessee.
12. The rent could be offset as this is a two-way lease of equal rent.

.....

IN WITNESS THEREOF the parties have executed this agreement on the date and year written above.

**AACCC BOARD OF TRUSTEES REPRESENTATIVE:**

I have read, understand, and accept the terms of this facility use agreement.



安城華人基督教會  
董事會  
Ann Arbor Chinese Christian Church  
Board of Trustees

William Ho 9-8-19 (Signature & Date)

William Ho (Name)

**FOOD GATHERERS REPRESENTATIVE:**

I have read, understand, and accept the terms of this facility use agreement.

John Reed (Signature & Date)

John Reed (Name)

Director of Warehouse Operations (Position/Title)

**FOOD GATHERERS ORGANIZATION:**

Food Gatherers, 1 Carrot Way, Ann Arbor, MI 48105

(734) 761-2796, info@foodgatherers.org



**Ann Arbor Chinese Christian Church Facility Use Agreement**

This agreement is made on \_\_\_August 11, 2021\_\_\_, between Ann Arbor Chinese Christian Church (herein referred to as "AACCC"), and Food Gatherers (herein referred to as "Food Gatherers").

**The parties agree as follows:**

**AACCC Parking Lot Lease**

AACCC ("Lessor") agrees to provide Food Gatherers ("Lessee") access to its parking lot at 1750 Dhu Varren Road, Ann Arbor, MI 48105 in the date(s) and time(s) described below. Use of the facility on additional day(s) or time(s) is allowed but needs to be approved by AACCC to avoid time conflicts and it will be bound to the same agreement terms.

**DURATION:** Starting on January 1<sup>st</sup>, 2021 and valid through December 31<sup>st</sup>, 2021, unless this agreement is terminated by either party in writing with no less than thirty (30) days notice. This agreement will be automatically renewed every calendar year, unless it is terminated by either party in writing with no less than thirty (30) days notice.

**DATE & TIME:** 8 AM to 5:30 PM on Weekdays

**FEES:** Rent is set at \$1.00 per year, payment due at the signing of agreement.

.....  
**Food Gatherers Parking Lot Lease**

Food Gatherers ("Lessor") agrees to provide AACCC ("Lessee") access to its business parking lot at 1 Carrot Way, Ann Arbor, MI 48105 in the date(s) and time(s) described below. Use of the facility on additional day(s) or time(s) is allowed but needs to be approved by Food Gatherers to avoid time conflicts and it will be bound to the same agreement. The Carrot Way Apartments residence parking lot is excluded in this agreement.

**DURATION:** Starting on January 1<sup>st</sup>, 2021 and valid through December 31<sup>st</sup>, 2021, unless this agreement is terminated by either party in writing with no less than thirty (30) days notice. This agreement will be automatically renewed every calendar year, unless it is terminated by either party in writing with no less than thirty (30) days notice.

**DATE & TIME:** 6:30 PM to 10:00 PM on Weekdays

8:00 AM to 2:00 PM on Weekends

**FEES:** Rent is set at \$1.00 per year, payment due at the signing of agreement.

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1. Lessor only provides the access to its parking lot identified above. No additional services will be provided by the Lessor to Lessee. Such excluded services include, but are not limited to: snow removal, lighting other than required by local building code, security.
  2. Lessee agrees to assume all supervisory responsibility for all persons from Lessee's organization present during the rental period.
  3. Lessee agrees to maintain the facility in the same condition as it was prior to rental period.
  4. Lessee agrees to reimburse Lessor for any and all reasonable costs resulting from damage done to the facility during the rental period. In such an event, Lessor will provide an itemized cost of damage repairs or the cost to replace property.

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6. Lessee agrees that no supplies, equipment, food, or other items will be left at Lessor's facility without the express approval of a Lessor's representative and agreement made on designated space for any such items.
7. Lessee agrees that no vehicle will be left in Lessor's property by its agents, employees, invitees, or any person on the premises by reasons of Lessee's use or occupancy outside of the rental period without prior approval by the Lessor.
8. Lessee shall indemnify and hold Lessor harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises, or to the leased premises themselves resulting from any act done or omission by or through the Lessee, its agents, employees, invitees, or any person on the premises by reasons of Lessee's use or occupancy or resulting from Lessee's non-use, or possession of such property, and all loss, costs, liability, or expense resulting therefrom; and further agrees at all times to maintain such premises in a safe and careful manner.
9. Lessee agrees to notify Lessor of any problems with the facility within 24 hours. If mechanical or other major problems occur during the rental period.  
 Food Gatherer Contact is 734-761-2796.  
 ACCC Contact is 734-662-8975.
10. Lessee agrees that it shall not violate any Federal, State, or Local laws while on premises.
11. Violation of any of the facility use agreement may lead to the immediate termination of this agreement, and may prevent any future use of facilities by Lessee.
12. The rent could be offset as this is a two-way lease of equal rent.

.....

IN WITNESS THEREOF the parties have executed this agreement on the date and year written above.

**AACCC BOARD OF TRUSTEES REPRESENTATIVE:**

I have read, understand, and accept the terms of this facility use agreement.

Howard Huang 8/11/2021 (Signature & Date)  
Howard Huang (Name)

**FOOD GATHERERS REPRESENTATIVE:**

I have read, understand, and accept the terms of this facility use agreement.

John Reed 8/19/21 (Signature & Date)  
John Reed (Name)  
Director of Warehouse Operations (Position/Title)

**FOOD GATHERERS ORGANIZATION:**

Food Gatherers, 1 Carrot Way, Ann Arbor, MI 48105

(734) 761-2796, info@foodgatherers.org



Off-leash Dog  
Play Area

Soccer Field

Ann Arbor Chinese  
Christian Church

Food Gatherers

Project Grow  
Community Gardens

Dhu Varren Rd

Dhu Varren Rd

Carrot Way

Leslie Park Cir

Dhu Varren Rd

Carrot Way