



- Failed
- Conditionally Approved
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CUP24-05 Conditionally Approved Queuing Memorandum

Sydney Tirella
BY

10/2/2024
DATE

Queuing Memorandum

For

Ezbachi

5110 W. Northern Avenue

Case No. CUP24-05 / DR24-34

Submitted on Behalf of:
Ezbachi, LLC

Submitted to:
City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301

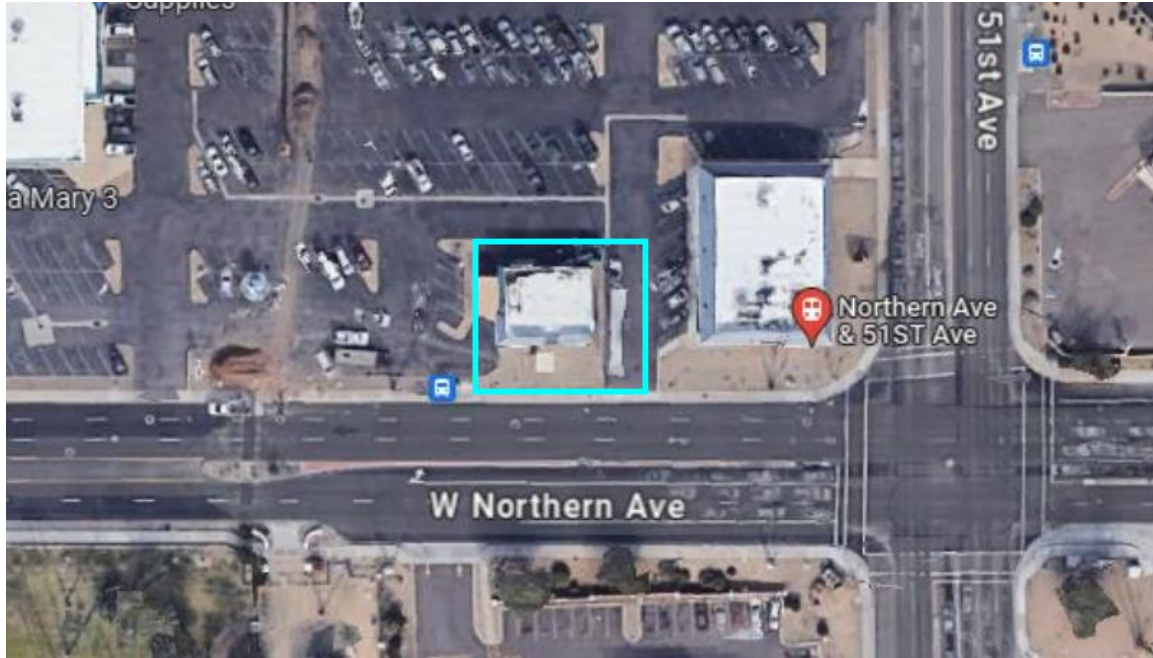
Prepared by:
Iplan Consulting
3317 S. Higley Road, Suite 114-622
Gilbert, AZ 85297

Prepared: May 31, 2024
Revised: August 26, 2024

Background

This Queuing Memorandum accompanies our Conditional Use Permit (CUP) and minor Design Review (minor DR) requests to resume the use of an existing vehicular drive-thru at a commercial building located at 5110 W. Northern Avenue. The subject property has a current General Plan land use classification of PC (Planned Commercial) and a zoning designation of C-2. No change to either designation is proposed. The property APN is 148-13-001T.

Site Aerial



The operator, Ezbachi, is a Japanese restaurant brand that recently purchased the subject site which features an existing 2,000 square foot building and intends adaptively re-use it into a dine-in and take-out restaurant with a vehicle drive-thru option, the latter requiring the Conditional Use Permit. The existing building already has the drive-thru window and porte-cochere from a previous restaurant use, making this building a good fit for Ezbachi.

Queuing Analysis

Operations:

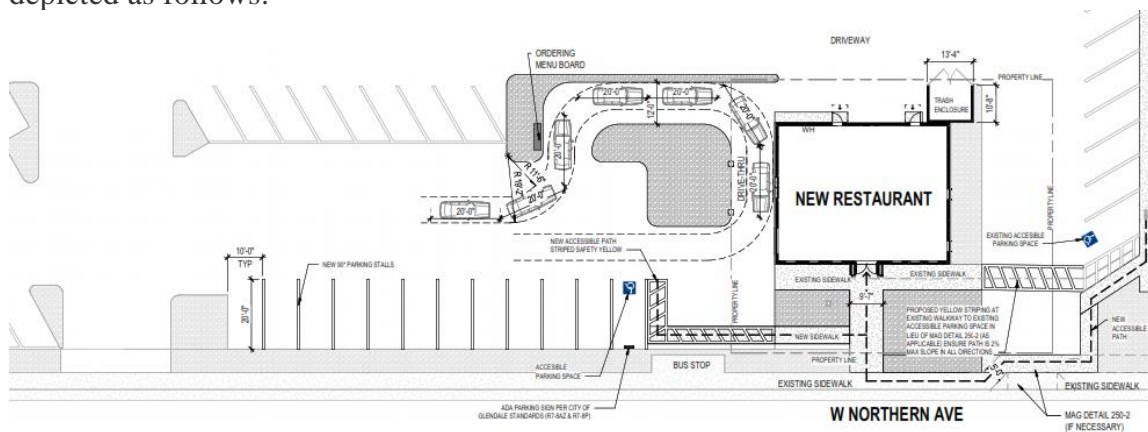
Ezbachi has three (3) other locations throughout the valley with typical operating hours beginning at 5pm and closing around 10pm – Midnight as business warrants. Only one site is open for lunch from 11am-2pm and re-opens at 5pm for dinner. As there are no breakfast items, the proposed site would not be open in the mornings thereby alleviating any concerns of our drive-through operating during the morning rush hour. Also, since dinner hours are generally around 7pm to 8:30pm, our evening rush for drive-through pick-up orders would be after the typical afternoon rush hour. That said, both of our peak hours of business (lunch and dinner) are fortunately outside the peak hours of nearby arterial traffic on Northern and 51st Avenues.

Access, Circulation, & Parking – Based Upon Zoning Code Section 35.4.013 Drive-Through Requirements (for Fast-Food Restaurants):

As noted during our pre-application meeting, a Queuing Memorandum should be provided to the City’s Traffic Engineer to review Ezbachi’s specific queuing needs as a means to show how the site’s existing drive through lane, and proposed modifications, would be sufficient to meet Ezbachi’s needs and satisfy the intent of Glendale’s Zoning Code Section 35.4.013. The site’s existing drive-through lane, while having been constructed properly at the time of its original approval, does not meet the current code requirements as follows:

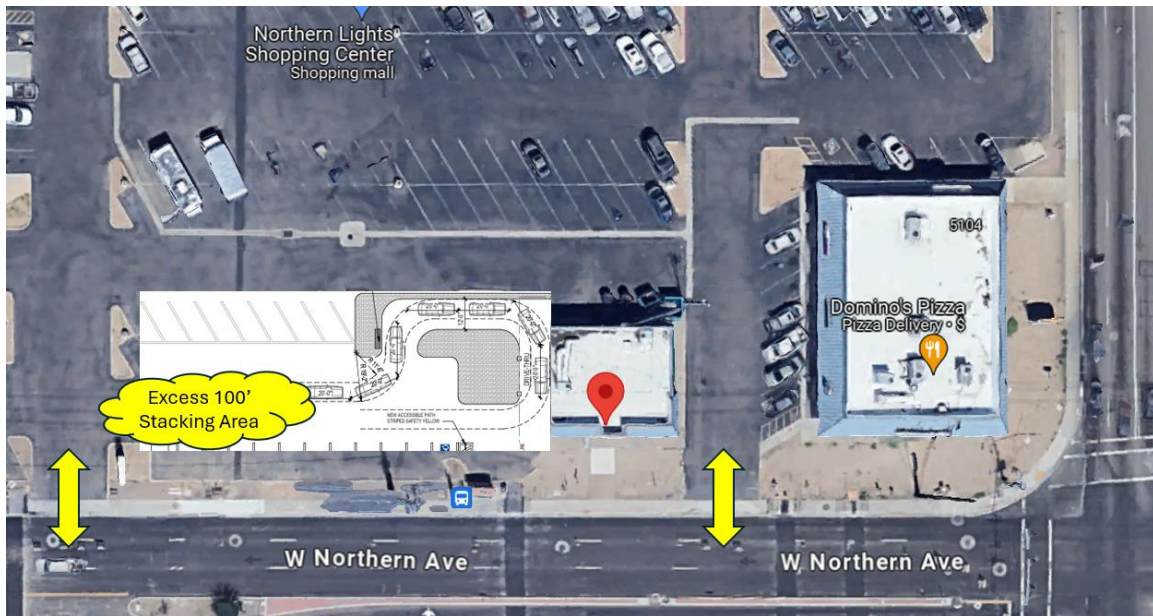
“A drive-through lane with a minimum of two hundred forty (240) linear feet for queuing, measured from drive-through entrance to the point of service, shall be provided for all drive-through uses except pharmacies and financial institutions shall provide a minimum of eighty (80) feet of queuing per drive-through lane, measured from drive-through entrance to point of service. A combined total of at least four (4) stacking spaces from the drive through entry to the first stop (i.e. menu/order board) shall be provided in one (1) or more drive-through lanes and a combined total of at least eight (8) stacking spaces from the menu board to the point of service (i.e. pick-up window) shall be provided. Where warranted, the Transportation Director may require a queuing memorandum or study be prepared to establish the required drive-through queuing length.”

The proposed site plan shows that we have approximately 210’ of queuing lane provided with a total of seven stacking spaces provided. Four stacking spaces have been provided between the menu board and pick up window as required, with an additional three spaces provided if you include the space at the menu board itself. The site’s drive-through lane, menu board location, and pick-up window location are depicted as follows:



While we acknowledge that we do not meet current stacking distance requirements (200’ provided / 240’ required) and number of stacking spaces required (7 vs 8), we believe the existing site, as modified by eliminating some excess parking stalls, more than accommodates our needs based on the level of business traffic we experience in our other locations. We also find that it is important to note that in the event our restaurant should ever unexpectedly exceed the amount of drive-through traffic anticipated, there is minimal concern that the queue lane would create a congestion problem for the larger commercial center’s existing driveways. The closest driveway is located at least 100’ to the west of our drive-through lane entrance, as shown in the site plan depicted above.

Here is an aerial image with some details added to illustrate this point:



Conclusion

Our team is excited to bring Ezbachi to Glendale and adaptively re-use an existing, vacant drive-through restaurant building that was built to prior code standards. We recognize that the site is not compliant with contemporary code standards and therefore are proposing some site enhancements to bring the site in line with Ezbachi's needs.

We find that the existing conditions of the site, proposed queuing lane improvements, hours of drive-through operations, and experience at our other Phoenix area locations establish that our drive-through solution for Ezbachi at 5110 W. Northern Avenue satisfies the user's needs at the property. We respectfully request the City Traffic Engineer's support through their discretionary approval powers granted them by the code.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th Day of April, 2024, by and between SS Plaza 51, LLC, owner of Parcels 148-13-001K, 148-13-001L, 148-13-001U, and 148-13-001V and SS Plaza 51, LLC, owner of Parcel 148-13-001T (known as 5110 W. Northern Avenue, Glendale, AZ)

Whereas, SS Plaza 51, LLC, is the certain owner of real property described as Parcels 148-13-001K, 148-13-001L, 148-13-001U and 148-13-001V and SS Plaza 51, LLC is the owner of Parcel 148-13-001T, it is the desire to enter into an agreement as follows:

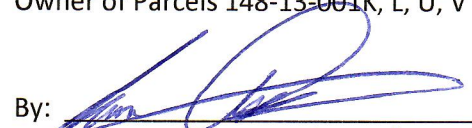
SS Plaza 51, LLC, owner of Parcels 148-13-001K, 148-13-001L, 148-13-001U and 148-13-001V hereby grants SS Plaza 51, LLC, owner of Parcel 148-13-001T, its heirs, executors, administrators, successors or assigns, a non-exclusive license for vehicular and pedestrian ingress and egress upon, over and across Parcels 148-13-001K, 148-13-001L, 148-13-001U and 148-13-001V and SS Plaza 51, LLC, owner of Parcel 148-13-001T, hereby grants SS Plaza 51, LLC, owner of Parcels 148-13-001K, 148-13-001L, 148-13-001U and 148-13-001V, its heirs, executors, administrators, successors or assigns, a non-exclusive license for vehicular and pedestrian ingress and egress upon, over and across Parcel 148-13-001T.

This agreement shall be permanent between the owners, heirs, executors, administrators, successors or assigns.

AGREED:

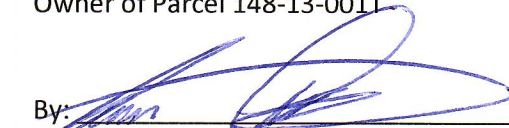
SS Plaza 51, LLC
Owner of Parcels 148-13-001K, L, U, V

By: _____


MANAGING MEMBER

SS Plaza 51, LLC
Owner of Parcel 148-13-001T

By: _____


MANAGING MEMBER