### **Janet Mason**

From: Rudy Esquivias

Sent: Wednesday, August 03, 2016 12:09 PM

To: Janet Mason; Dave Zellner; Troy Mullender; John Suniga (john.suniga@sfmd.az.gov)

Cc: Larry Kirch; Stephanie Bubenheim; Matt Busby; Bryant Powell; Kathy Connelly; Joel Stern

**Subject:** RE: Hitching Post permanent extension of premises

**Attachments:** Resolution No. 15-08.PDF; Hitching Post Dev Agmt 3rd Amdmt.pdf

Jan:

Development Services staff has several concerns with regard to this permanent extension of premises request for an "event center" next to the Hitching Post and therefore recommend denial:

- 1) The three separate parcels on which the event center is proposed are zoned General Commercial "B-1". In the B-1 zone, "private recreational facilities (outdoor)" and "private outdoor music festivals/events" are allowed subject to approval of a conditional use permit ("CUP") from the city's Planning and Zoning Commission. We note that in 2014 Mr. Mohiuddin applied for a CUP to have a very similar outdoor music and entertainment venue on his property, just east of the Hitching Post Restaurant. The Commission approved the CUP, the neighbors appealed the decision to the Council, and eventually Mr. Mohiuddin withdrew his request and the Council formally denied the CUP. See Resolution No. 15-08 attached. Even though the proposed location for this new event center is a little farther west and farther away from the residential properties than the last location, the activity itself still requires a CUP, including advertising, notification of neighboring property owners and public hearing.
- 2) Mr. Mohiuddin also has a development agreement with the city, most recently amended in 2014 (see attached), which includes a council approved site plan for the properties on which Mr. Mohiuddin operates the Hitching Post Restaurant, Pita Pockets Restaurant and Convenience Store (formerly The Dash In), the bull-riding outdoor entertainment venue and the parking area designated for the various uses. The area on which Mr. Mohiuddin now proposes his event center is the parking area for said uses. Mr. Mohiuddin needs to amend his development agreement once again to change the site plan approved under the recent agreement and accommodate required parking for all of these uses elsewhere.
- 3) We note that a very poor site plan was submitted with the extension of premises request, but it appears that the applicant is now proposing to accommodate required parking to the east of the Hitching Post, on the site of his former CUP request. Staff once again formally requests that a professionally prepared, civil engineer stamped, surveyed site plan be provided which clearly illustrates property dimensions, property lines, existing and proposed buildings and facilities, an estimate of how many people the event center can accommodate, and that there is adequate parking for all of the activities on the properties. The drawing done by Ability Land Surveying was for the sole purpose of identifying the location of one property line--the westerly property/right-of-way line--so that Mr. Mohiuddin could accurately locate his new decorative fence, which was properly permitted.
- 4) Ideally, Mr. Mohiuddin should reconfigure his properties so that the above uses, including necessary parking, are all located on one property; and the other two businesses, the leased trucking company lot and the RV storage lot, are separate and have their own separate access points.
- 5) In addition to the zoning and development agreement issues enumerated above, the Building and Safety Manager also has the following concerns:
  - a) The plan submitted does not clearly and completely disclose and designate the proposed alterations of the premises. It is:
    - i) Not to scale;
    - ii) Does not include any dimensions;
    - iii) Does not accurately portray all the alterations made to the site;

- iv) Does not provide a proposed occupant load; and
- v) Does not address exiting or other fire safety requirements.
- b) The area proposed for the extension is not served by parking or restroom facilities accessible for individuals with disabilities.
- c) The existing restrooms only provide for a total of 160 occupants, 4 fixtures at 40 occupants each per Chapter 29 of IBC. Existing septic capacity needs to be evaluated by Pinal County Health.
- d) No plans or other information have been provided on how events, parking, or security will be handled.
- 6) Mr. Mohiuddin plans to accommodate some parking spaces directly off of N. Apache Trail in front of the new fence. This is evidenced by the fiberglass poles being grouted in place and delineated with fluorescent paint. Any parking that is proposed should be depicted on a scaled drawing as noted in #3 above. We also recommend that he speak to ADOT about this proposed parking and get their recommendations, comments and/or approval in writing.
- 7) Mr. Mohiuddin has routinely and repeatedly conducted work without permits or contrary to approved plans. At present there are:
  - a) Two signs installed without permits.
  - b) A ticket booth placed without a permit.
  - c) Construction of the new fence/façade along N. Apache Trail/SR88 contrary to the approved plans.
- 8) As with his previous CUP proposal, DS Staff is generally in support of Mr. Mohiuddin's vision for his property and believe that it would be a positive for him as well as the community and tourism. However, it needs to be done carefully and professionally, in accordance with city codes, safety considerations, sanitary accommodations and executed agreements. We would expect no less of any other commercial developer and we will continue to work with Mr. Mohiuddin towards that goal. However, until all of the above has been properly addressed, staff cannot recommend approval of this request.
- 9) Lastly, Mr. Mohiuddin still has the option of requesting temporary extension of premises requests for individual private special events on a case by case basis.

Larry Kirch, Development Services Director
Dave Zellner, Building and Safety Manager
Rudy Esquivias, Senior Planner/Zoning Administrator

From: Janet Mason

**Sent:** Thursday, July 28, 2016 4:48 PM

To: Dave Zellner; Rudy Esquivias; Troy Mullender; John Suniga (john.suniga@sfmd.az.gov)

**Subject:** Hitching Post permanent extension of premises

I have received a request for a permanent extension of premises from the Hitching Post. Please have your department recommendation to me no later than noon on Wednesday, August 3. Thanks.

Jaw Mason
Deputy City Clerk
City of Apache Junction
300 E. Superstition Boulevard
Apache Junction, AZ 85119
(480) 474-5068
<a href="mailto:imason@ajcity.net">imason@ajcity.net</a>

### RESOLUTION NO. 15-08

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, DENYING A CONDITIONAL USE PERMIT, CASE NO. CUP-3-14, TO ALLOW MEHMOOD MOHIUDDIN TO CONDUCT VARIOUS OUTDOOR ENTERTAINMENT ACTIVITIES ON HIS PROPERTIES, LOCATED AT THE SOUTHEAST CORNER AREA OF E. LOST DUTCHMAN BOULEVARD AND N. APACHE TRAIL, ADJACENT TO OR NEAR THE HITCHING POST RESTAURANT, INCLUDING CONCERTS, GUN FIGHT SHOWS, VARIOUS OUTDOOR GAMES, KIDS GAMES AND OTHER SIMILAR ACTIVITIES, AS WELL AS PARKING ACCOMMODATION FOR THE EVENTS AND ACTIVITIES.

WHEREAS, on or about December 8, 2014, a Conditional Use Permit ("CUP") application was submitted to the City of Apache Junction by Mehmood Mohiuddin (property owner), requesting approval to operate an outdoor entertainment venue and other outdoor activities on his properties located at the southeast corner area of E. Lost Dutchman Boulevard and N. Apache Trail, which are legally described as:

Pinal County Assessor parcels 100-25-001C, 001E, 003, 010A and 043A, all located in the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 15, Township 1 North, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona (complete metes and bounds legal descriptions of the subject properties are available at the City of Apache Junction Development Services Department); and

WHEREAS, on January 13, 2015, the City of Apache Junction Planning and Zoning Commission held a Work Session meeting to discuss case CUP-3-14 with Planning Staff; and

WHEREAS, on January 27, 2015, the City of Apache Junction Planning and Zoning Commission held a Public Hearing on case CUP-3-14, wherein the Commissioners heard the staff evaluation and recommendations pertaining to the case, the Applicant's presentation, and where public input was heard and concerns were expressed over issues such as noise, traffic congestion, disturbance of the peace and quiet of the neighborhood, and the fear that the outdoor entertainment venue was going to devalue nearby residential properties; and where many public comments

RESOLUTION NO. 15-08 PAGE 1 OF 4

were also expressed in favor of the outdoor entertainment venue; and

WHEREAS, on January 27, 2015, after hearing the comments of the neighbors and other interested parties and discussing the issues presented; and after: 1) receiving satisfactory responses to the questions raised at the public hearing; 2) hearing and considering all of the facts presented, including reviewing the land use criteria relevant to the granting of a CUP; and 3) hearing testimony and concerns from the public, applicants and staff, the Planning and Zoning Commission voted 5-0 in favor of case CUP-3-14, with conditions; and

WHEREAS, on February 11, 2015, within the requisite time period for filing an appeal, an appeal was filed in writing by neighboring property owners James Johnson, Stephen Fugate, Nicholas Funk and Mark Theismann, accompanied by the appropriate fees, requesting that the Commission-approved CUP be forwarded to the Mayor and City Council for consideration of denial; and

WHEREAS, pursuant to Apache Junction City Code, Volume II, Land Development Code, Chapter 1 Zoning Ordinance, Article 1-16 Administration, Section 1-16-12 Conditional Use Permits, Subsection 1-16-12(D)(7) Appeal and City Council Review: "The approval or denial of a CUP by the Commission shall be final unless, within 20 calendar days from the date of the Commission's decision, the applicant or any persons aggrieved by the decision appeals the decision to the City Council. The appeal shall be in writing, filed with the Development Services Department, and shall indicate how the Commission was in error. The appeal shall be accompanied by a fee equal to 50% of the original filing fee. The appeal shall require a Council public hearing and notification provided in the same manner as required for the Planning and Zoning Commission hearing. The Council, at its public hearing, shall uphold modify or overrule the decision of the Commission. The decision of the Council shall be final"; and

WHEREAS, on February 17, 2015, Development Services Department staff received a letter from Mehmood Mohiuddin, informing the Planning and Zoning Commission and Mayor and City Council that in order to keep good relations with his neighbors, he decided not to continue with his approved CUP; and

RESOLUTION NO. 15-08 PAGE 2 OF 4 WHEREAS, because: 1) a decision on the CUP case was made and is in full force and effect; 2) a proper appeal was filed in writing, accompanied by the appropriate fees; and 3) due process and other legal considerations still apply; therefore, this case requires a new public hearing and a Mayor and City Council decision to resolve; and

WHEREAS, on March 17, 2015, the Mayor and City Council of the City of Apache Junction conducted a new public hearing on case CUP-3-14 and after hearing from Mr. Mohiuddin, appellant James Johnson, and other interested parties, the Council decided to continue the case until their meeting of April 21, 2015, in order to give the applicant and the appellants time to meet and possibly work out a compromise solution to the concerns expressed; and

WHEREAS, subsequent to the March 17, 2015 meeting, Mr. Mohiuddin informed Development Services staff that he was no longer interested in meeting with the neighbors and once again asked that the CUP request be removed from Council consideration; and

WHEREAS, on April 21, 2015, after conducting another public hearing on the CUP request, the Mayor and City Council made their decision.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Apache Junction, Arizona, that Resolution No. 15-08, a resolution of the Mayor and City Council of the City of Apache Junction, Arizona, denying a Conditional Use Permit, case CUP-3-14, to allow Mehmood Mohiuddin to conduct various outdoor entertainment activities on his properties, located at the southeast corner of E. Lost Dutchman Boulevard and N. Apache Trail, adjacent to or near the Hitching Post Restaurant, including concerts, gun fight shows, various outdoor games, kids games and other similar activities, as well as parking accommodation for the events and activities, be approved for the following reason:

1) In order to honor Mr. Mohiuddin's request to withdraw.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, ON THIS 21ST DAY OF APRIL, 2015.

SIGNED AND ATTESTED TO THIS THE DAY OF ANOTHER, 2016.

RESOLUTION NO. 15-08 PAGE 3 OF 4

Jahn S. INSALACO
MAYOR

ATTEST:

KATHLEEN CONNELLY

City Clerk

APPROVED AS TO FORM:

12.30

RICHARD J. STERN City Attorney



(g)?

When Recorded Return to:

City of Apache Junction City Attorney 300 E Superstition Blvd. Apache Junction, AZ 85119 DATE/TIME:

06/23/2014 1356

FEE:

\$9.00

PAGES: FEE NUMBER:

2014-036116



Third Amendment to Economic Development Agreement Between City of Apache Junction and Mehmood Mohiuddin

June 17, 2014

Fee Number 2009-018381

# THIRD AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT BETWEEN CITY OF APACHE JUNCTION AND MEHMOOD MOHIUDDIN

THIS THIRD AMENDMENT is made and entered into this day of 2014, ("the Execution Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and MEHMOOD MOHIUDDIN, as owner of the Hitching Post Restaurant ("Developer"), sometimes both collectively referred to as the "Parties", or individually as a "Party".

### RECITALS

- A. On February 18, 2009, City and Developer entered into an Economic Development Agreement (the "Agreement") which allowed Developer to operate a new restaurant known as the "Hitching Post" located at 2341 N. Apache Trail, Apache Junction, Arizona (the "Property"), in addition to the continued operation of the Dash In convenience market and gas station.
- B. On May 8, 2009, City and Developer executed an amendment (the "First Amendment") to the Agreement which included additional stipulations associated with the operation of the Hitching Post Restaurant.
- C. On October 7, 2013, City and Developer executed another amendment (the "Second Amendment") to the Agreement which included a bull riding arena on the Property set forth as the Second Amendment Site Plan.
- D. Developer desires in this amendment (the "Third Amendment") to modify the configuration of the previously approved Second Amendment Site Plan with spatial relationship and building safety changes to the proposed arena, lighting, exits, and entrances to the bull riding portion of the Property, and providing additional details concerning necessary improvements, and adding insurance declarations.

### AGREEMENT

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following modifications:

A. The Site Plan originally attached to the Second Amendment and referenced in Section B(3) of that Second Amendment, is replaced with a new Site Plan and supporting documentation, as set forth in Exhibit A (incorporated by reference and attached hereto).

B. New § 9 (s): shall be added to the Agreement and shall read as follows:

Insurance. The Parties acknowledge that the bull riding activities on the Property may improve Developer's business profitability and that the parking area is designed to accommodate projected level of customers. However, due to the configuration of the buildings and mix of uses on the Property, (restaurant, bar and bull riding amusement feature), the Developer and City agree that additional assurances that may arise due to accidental incidents involving increased traffic and bull riding activities are necessary. For these reasons, the Parties agree as follows: Developer agrees to obtain and provide City, prior to the time Certificate of Occupancy is issued for the bull riding arena, with proof of payment of insurance premiums and certificates showing that Developer and the Livestock Provider ("LP") are each carrying insurance policies in amounts and coverages set forth below:

### (1) <u>Developer: Commercial General Liability, Premises and Casualty</u>

<u>Liability</u>. Insurance covering the Developer, and as an additional insured, the City, against liability imposed by law, and/or arising from personal injury, bodily injury or property damage, with a liability limit of at least \$2,000,000.00 per occurrence with at least \$4,000,000.00 products/completed operations limit and a minimum of \$4,000,000.00 general aggregate limit. Such policy must be primary and written to provide blanket contractual liability, broad form property damage, premises liability and products and completed operations.

Notice of Cancellation: The insurance policy shall include provisions to the effect that it shall not be suspended, voided, cancelled, reduced in coverage except after thirty (30) calendar days' prior written notice has been sent by Developer and received by the City. Such notice shall be sent directly to City Attorney, 300 East Superstition Blvd., Apache Junction, Arizona, 85119, and shall be sent by certified mail, return receipt requested.

Acceptability of Insurers: The Insurers will be "Hanover" and "Allied P & C Ins. Company" or other duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A-VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Developer from potential insurer insolvency.

<u>Verification of Coverage</u>: Developer shall furnish the City with original certificates of insurance (ACORD form or equivalent approved by the City). Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

<u>Policy Effective Date</u>: All certificates are to be received and approved by the City before bull riding activities begin or continue. The insurance policy must be

in effect at or prior to the bull riding activities begin or continue and must remain in effect for the duration of this Third Amendment. Failure to maintain the insurance policies as required by this Third Amendment or to provide timely evidence of renewal will be considered a material breach of contract.

All certificates required by this Third Amendment shall be sent directly to City of Apache Junction, Attn: City Attorney, 300 East Superstition Blvd., Apache Junction, Arizona, 85119. The City reserves the right to require complete, certified copies of all insurance policies and endorsements at any time.

<u>Approval</u>: Any modification or variation from the insurance requirements must have prior approval from the City Attorney's Office whose decision shall be final. Such action will not require formal contract amendment, but may be made by administrative action.

## (2) <u>Livestock Provider: General Commercial Liability for Providing Livestock for Rodeo Events</u>

<u>Liability</u>. Insurance covering the LP, and as additional insureds the Developer and City, against liability imposed by law, and/or arising from personal injury, bodily injury or property damage, with a liability limit of at least \$1,000,000.00 per occurrence and a minimum of \$2,000,000.00 general aggregate limit. Such policy must be primary and written to provide coverage for livestock for rodeo events.

Notice of Cancellation: The insurance policy shall include provisions to the effect that it shall not be suspended, voided, cancelled, reduced in coverage except after thirty (30) calendar days' prior written notice has been given to the City. Such notice shall be sent directly to: City Attorney, 300 East Superstition Blvd., Apache Junction, Arizona, 85119, and shall be sent by certified mail, return receipt requested.

Acceptability of Insurers: The Parties acknowledge that insurance coverage for providing livestock for rodeo events is a unique form of coverage with a limited pool of providers. Insurance will be initially placed with "National Fire and Marine Insurance Company" ("National").

<u>Verification of Coverage</u>: Developer shall furnish the City with original certificates of insurance (ACORD form or equivalent approved by the City) as required herein. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of Insurance.

<u>Policy Effective Date</u>: All certificates are to be received and approved by the City before bull riding activities begin or continue. The insurance policy must be in effect at or prior to the bull riding activities begin or continue and must remain in effect for the duration of this Third Amendment. Failure to maintain the

insurance policies as required by this Third Amendment or to provide timely evidence of renewal will be considered a material breach of contract.

All certificates required by this Third Amendment shall be sent directly to City of Apache Junction, Attn: City Attorney, 300 East Superstition Blvd., Apache Junction, Arizona, 85119. The City reserves the right to require complete, certified copies of all insurance policies and endorsements at any time.

<u>Approval</u>: Any modification or variation from the insurance requirements must have prior approval from the City Attorney's Office whose decision shall be final. Such action will not require formal contract amendment, but may be made by administrative action.

### C. New § 9 (t) to the Agreement shall read as follows:

<u>Bull Riding Fence and Area Fence</u>: Developer shall hire a state licensed and bonded contractor who shall install the fence securing the bull riding activities and the area surrounding the patrons in accordance with all manufacturers' guidelines, details, standard installation instructions, and specifications filed with the submittal. Developer shall contract with a reputable supplier who shall provide rough stock Priefert panels or its equivalent, and install pursuant to manufacturing installation instructions and details and guide lines.

### D. New § 9 (u) to the Agreement shall read as follows:

Binding Effect/Assignment: The obligations and rights created in this Agreement are binding upon and shall inure to the benefit of the Parties and their successors, assigns and legal representatives. Neither Party may assign their rights under this Agreement without the prior written approval of the other Party. Such successor or assignee shall assume, in writing, all duties and obligations hereunder of the prior Party and shall further agree to be bound by and to fully perform the terms of this Agreement.

E. All other terms and provisions set forth in the Agreement, the First Amendment, and the Second Amendment not inconsistent with this Third Amendment, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be duly executed as of the day and year first written above.

### **DEVELOPER**:

MEHMOOD MOHIUDDIN, owner of Dash In Gas and Mini Mart and Hitching Post Restaurant

By: Majoure Maliudda

Its: Ourse?

CITY:

CITY OF APACHE JUNCTION, an Arizona municipal corporation

By: John S. Insalaco

ATTEST.

Vathlee Connelly

City Clerk

APPROVED AS TO FORM:

R. Joel Stern City Attorney STATE OF Mrizona ) ss. County of Marico ) The foregoing was acknowledged before me this 21st day of May, 2014, by Mehmood Mohiuddin, owner of Hitching Post Restaurant. Ohyl Jone My Commission Expires: CHERYL LONG STATE OF ARIZONA ) ss. COUNTY OF Pinal The foregoing was acknowledged before me this Sth day of June, 2014, by John S. Insalaco, as Mayor of the City of Apache Junction, an Arizona municipal corporation. My Commission Expires:

January 31, 2015

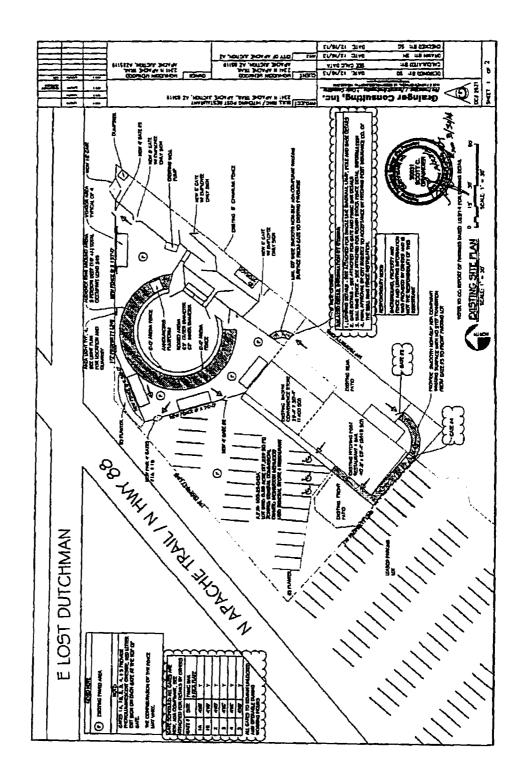
NOTARY PUBLIC STATE OF ARIZONA Pinal County SUZANNE HENINGER

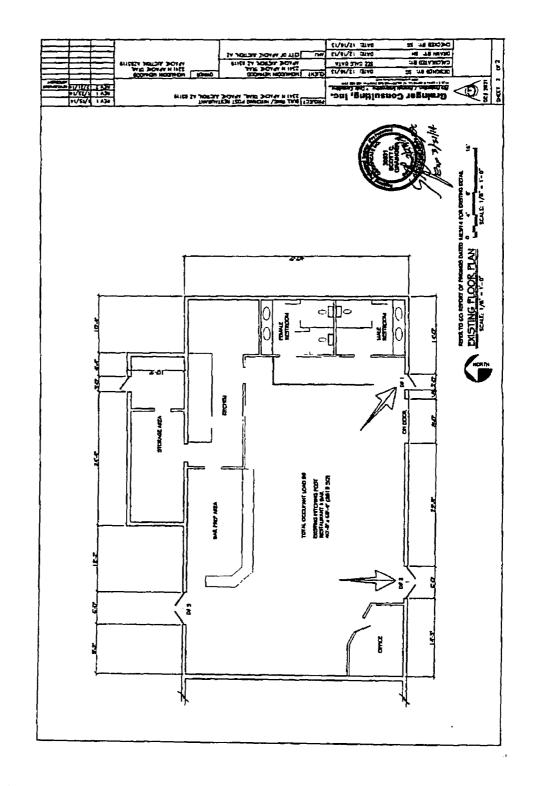
My Commission Expires 01/31/15

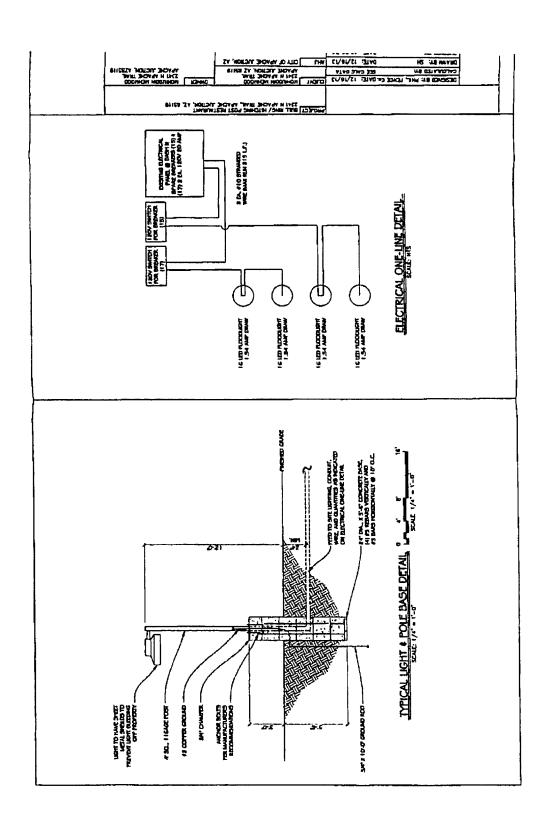
### EXHIBIT A SITE PLAN

### **EXHIBIT A**

Site Plan, Floor Plan, Lighting Details, Fence Details, Exit Signage, Bull Riding Fence, and Grainger Consulting, Inc. Report of Findings – Exiting – Arena, Patio and Restaurant (1/23/14) on file with the City of Apache Junction, Development Services, Planning and Development Review.





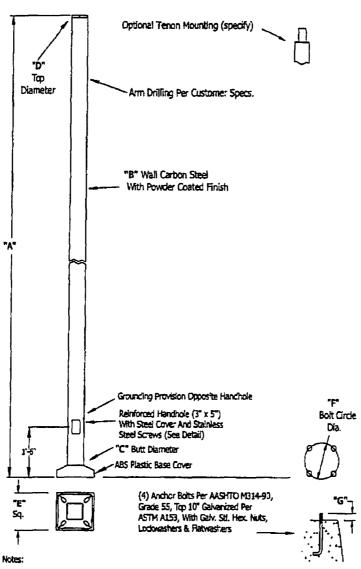




### 4 Bolt Base

SSS12B4-4-





WARNING: Do not install light pole without luminaire.

- All Material Shall Se Weldable-Grade, Hot-Rolled, Commercial Quality Carbon Steel Tubing. Base Plate and Handhole Material Shall Conform to ASTM A36.
   All Welds Shall Conform To AWS D1.1 Using E70xx Bectrodes.
- 2) EPA Celculations Based Upon: AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 1994 Edition, Using An EPA Weight of 25 lbs Per Sq Rt of EPA. Height Coefficients Based On Formula, (H/30)^(1/7). EPA's Are Calculated At Top Of Shaft. All Welds Shall Conform To AWS 01.1 Using E70xx Electrodes.

				in thous shall contain to hits state using them the
Mounting Height:	12 ft			
Gauge:	11	Maximum EPA		Your Name:
Butt Diameter:	4 in	70:	30	Representative Name:
Top Diameter:	4 in	80:	22.6	Architect Name:
Base Diameter:	8 in	90:	17.7	Project Name:
Bolt Circle:	8-9 in	100:	14.1	Customer P.O. #:
olt Projection:	2.75 in	110:	11.3	Finish: -
Bolt Size:	.75 x 17 x 3			Date: 02/21/2014
Net Weight:	88	Accessories		Notes:
Luminary Weight:	275			
Arm Length:				
Quantity:				

### THE EDGE® FLD-EDG-N6-AA

Flood Luminaire - NEMA 6 Flood - Adjustable Arm Mount

### **Product Description**

Slim, low profile design minimizes wind load requirements. Luminaire sides are rugged cast aluminum with integral, weather-tight LED driver compartments and high performance aluminum heat sinks. Adjustable arm mount is rugged die cast aluminum and mounts to 2° (Simm) IF (2.375° [60mm] O.D.) tenon. Includes leaf/debris guard.

### Performance Summary

Utilizes BetaLED\* Technology

Patented NanoOptic Product Technology

Made in the U.S.A. of U.S. and imported parts

CRI; Minimum 70 CRI

CCT: 5700K (+/- 500K) Standard, 4000K (+/- 300K)

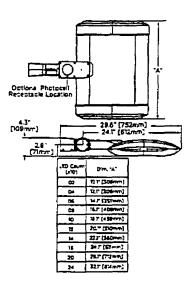
Warranty: 5 years on luminaire/10 years on Colorfast DeltaGuardi finish

EPA and Weight: Reference EPA and Weight spec sheet

#### Accessories







Ordering Information
Example: FLD-EDG-N6-AA-02-D-UL-SV-350-OPTIONS

FLD-EDG	N6	, AA		J D		i		
Pyroduct	*Opter	Counties	ALED Count (100)	(Nors)on	Voltage	4Color 4Options	Drive Current	Options
FLD-EDG	N6 NEMA 6 Flood	AA Adjustable Arm	02 04 06 08 10 12 14 16 20 24	D	UL Universal 120–277V UH Universal 347–480V 34 347V	SV Sitver (Standard) BK Black B2 Bronze P8 Platinum Bronze WH White	350 350mA 525 525mA 700° 700mA	40K 4000K Color Temperature  - Color temperature per lum naine DIM 0-10V Dimming  - Control by others  - Refer to dimming specisheet for details  - Can't exceed specified drive current  F. Fuse  - When code dictates fusing, use time delay fuse  - Not available with a .ML options. Refer to ML specisheet for availability with ML options  ML HVLow (178/380/325 Dual Circuit Input)  - Refer to ML specisheet for details  - Sensor not included  Photocell  - Not available with ali ML options. Refer to ML specisheet for availability with ML options  - Must specify voltage other than LH  R NEMA Photocell Receptacle  - Not availability with ML options. Refer to ML specisheet for availability with ML options  - Intended for horizontal mounting  - Photocell by others  ML Multi-Level  - Refer to ML specisheet for details

" Available on luminaires with 20-160 LEDs " Available on luminaires with 20-60 LEDs







Rev. Date: 8/14/2012



#### **Product Specifications**

#### CONSTRUCTION & MATERIALS

- . Slim, low profile, minimizing wind load requirements
- Luminaire sides are rugged die cast aluminum with integral, weather-tight LED driver compartments and high performance heat sinks
- Adjustable mounting arm is rugged die cast auminum and mounts to 2" (5imm) IP (2375" [60mm] O.D.) tenon
- · Includes leaf/debris guard
- Exclusive Colorfast DeltaGuard' finish features an E-Coat epoxy primer with an ultradurable powder top coat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Standard is saver, Bronze, black, white, and platinum bronze are also evailable.

### ELECTRICAL SYSTEM

- Input Voltage: 120-277V or 347-486V, 50/60Hz, Class i drivers
- . Power Factor: > 0.9 at full load
- . Total Harmonic Distortion: < 20% at full load
- Integral weather-tight electrical pox with terminal strips (12Ga-20Ga) for easy power hookup
- Integral ICKV surge suppression protection standard
- To address inrush current, s'ow blow fuse or type C/D breaker should be used.

### REGULATORY & VOLUNTARY QUALIFICATIONS

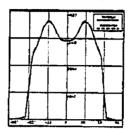
- cUtus Usted
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without P or R options
- Consult factory for CE Certified products
- Certified to ANSI CI36.31-200i, 36 bridge and overpass vibration standards
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62 412
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard 8 177
- Product qualified on the DesignLights Consortium ("DLC") Qualified Products List ("QPL") when ordered without the backlight control shield
- · RoHS Compliant
- Meets Buy American requirements within ARRA

### PATENTS

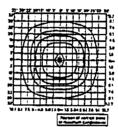
Visit website for patents that cover these products:
 Patents http://www.cres.com/patents

### Photometry

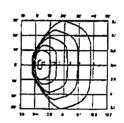
All published luminaire photometric testing performed to IESNA LM-79-08 standards by independent Testing Laboratories a NVLAP certified laboratory.



ITL Test Report #: 71947
FLD-EDG-N6-\*\*-06-D-UL-700-40-K
Inklal Delivered Lumens: TL231



F\_D-EDG-N5-\*\*-06-D-UL-700-40K Mounting Height: 20' (61m) A.F.G. Initial Delivered Lumers: 10,668 0' Till: Initial FC at grade



FLD-EDG-N6-\*\*-06-D-UL-70D-4CK Mounting Height: 10\* (3.0m) A.F.S. Initial Delivered Lument: 10,668 for Tat Initial FC at grade

IES Files
To obtain an IES file specific to your project consult
http://www.cree.com/ighting/book-ordinabour/estarlor-los-on-figuration-losi
http://www.cree.com/ighting/book-ordinabour/estarlor-losi-on-figuration-losi

### Lumen Output, Electrical, and Lumen Maintenance Data

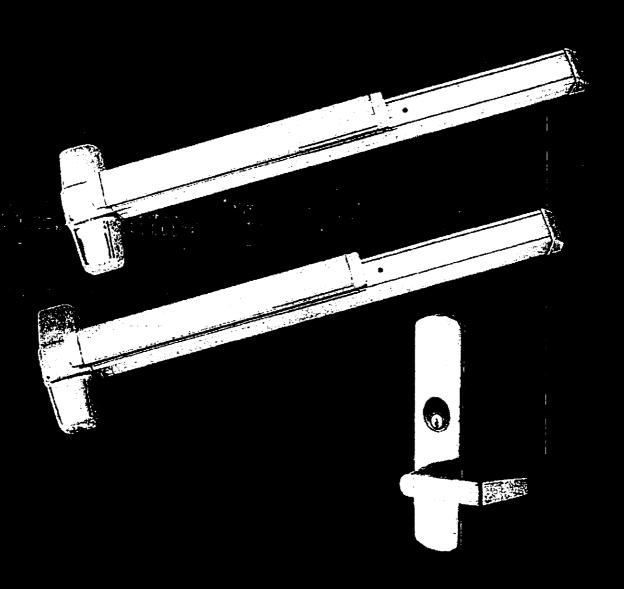
				<b>NEMA 6</b>	Flood Dist	ncitudin				
LED	\$700K	4000K	]			TOTAL	CURRENT			
2001 (270)	Initial Defivered Lastrato	Initial Delivered Lamens	System Wetts 120-480Y	12CV	208V	240V	2779	3477	480V	SCK Hours Prefected Lume Maintenance Factor & 16°C (59°F)*
				4 25°C (7				L		
Q?	2,786	2,107	<u>1</u> 26	0.20	0.13	0.11	0.10	0.09	0.07	
06	6,769	6.239	68	0.58	0.34	0.30	0.26	0.20	0.16	
10	11.253	10,372	781	0.95	0.55	0.47	0.42	0.32	0.24	93%
14	15.663	14,454	157	1.34	0.78	0.67	D.61	0,47	0.35	
20	22,405	20.549	22	1.92	1,10	0.95	0.84	0.65	0.49	
			525mA	25 C (7)	7`E1					
02	3,200	2.949	37	0,31	0.19	0.17	0.16	0.17	0.10	
06	9,477	8.734	102	0.87	0.50	0.44	0.39	0.30	0.22	
10	15,755	14,520	172	1.47	0.85	0.75	0.67	0.51	0.38	92%
14	21,957	20,236	233	2.01	1.14	0.99	0.87	0.69	0.51	
۵			700ma	: 25 C (7)	7'E\					
2Z	3,909	3,602	50	0.42	025	077	0.20	015	0.12	6DW
36	11_575	10,668	137	1.18	0.67	0.59	0.51	0.39	0.29	90%

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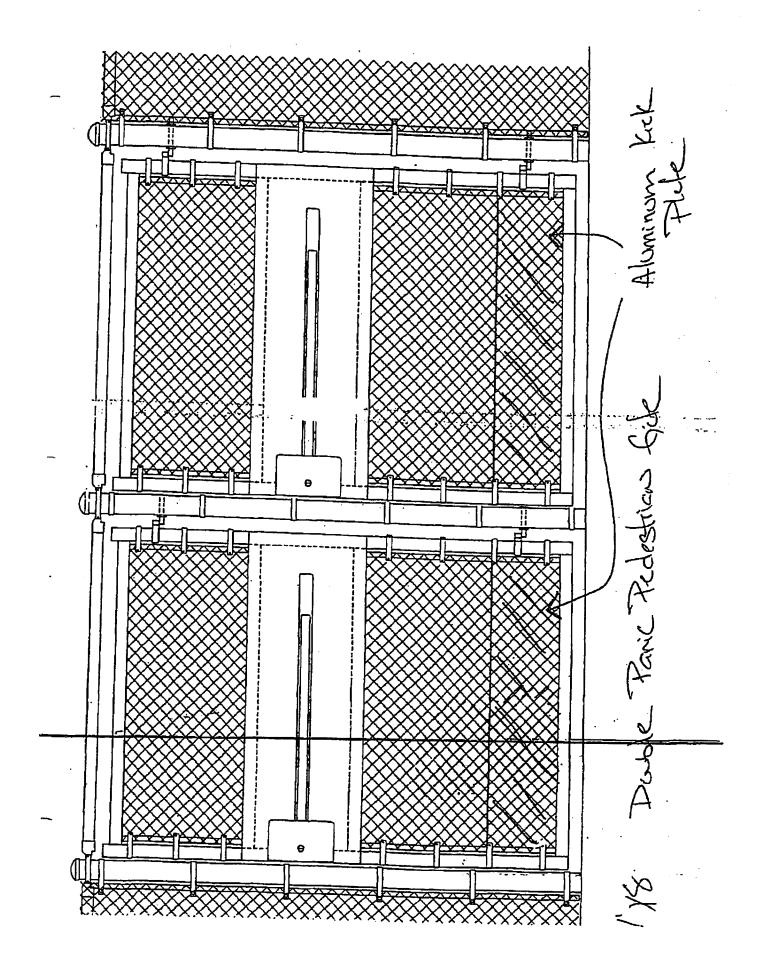


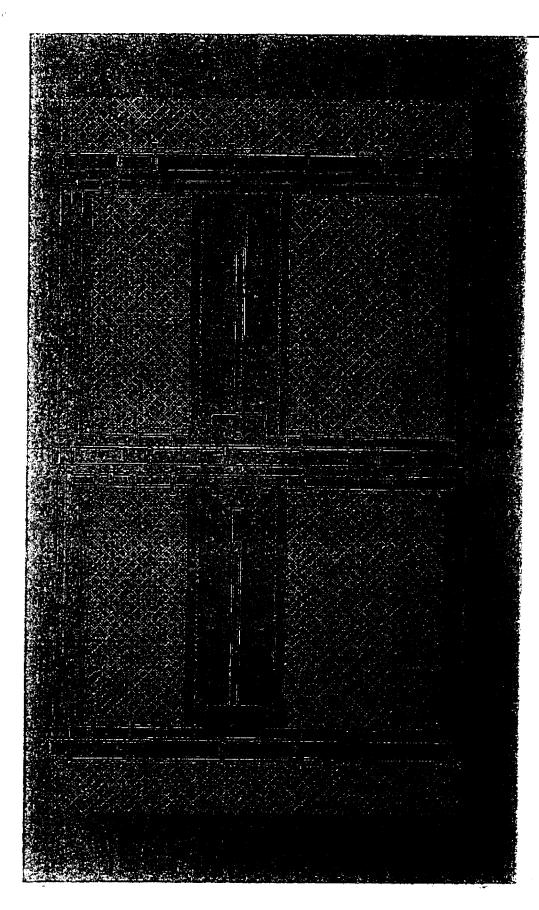
## **VON DUPRIN**<sub>o</sub>

98/99<sup>™</sup> Series Exit Devices



Security & Safety Proven Source. Proven Solutions.





### FEATURES:

- · Requires no additional electricity to operate and saves on energy cost
- Reliability
- · Non-toxic, non-radioactive
- · Low-cost, easy installation
- · Designed for surface mounting
- Can be used for both high-level and low-level applications
- Requires virtually no maintenance, periodic inspections, for 25+ years
- · Thin, low profile construction
- · Consistent, uniform Hiumination
- · Visible at 50 feet

### TECHNICAL INFORMATION:

Sizes: 7.5" x 13" x .075"

Letter size: .8125" stroke with 6" height Background: Photoluminescent

Illumination: High Visibility Green

Visibility: 50 feet

Directional: 2 included (Field Applied)

Construction: Plastic photoluminescent panel/red or green lettering with

black plastic frame

Durability: Explosion-proof for areas requiring explosion-proof exit signage

### **TESTS PASSED:**

UL 924 Emergency Lighting and Power Equipment Listed through UL; Meets the (IBC) International Building Code. Meets NFPA Life Safety Code 101 and OSHA requirements; California State Fire Marshal listing #6200-1617:100; City of Los Angeles Research Report: RR 25531 (CSI #16530); Ontario Building Material Evaluation Commission Authorization Report BMEC #03-12-291; CCMC Evaluation Report CCMC 13211-R National Research Council Canada

LIFE EXPECTANCY:

25+ years

### POWER REQUIREMENTS:

NO additional electrical or mechanical source required

### INSTALLATION:

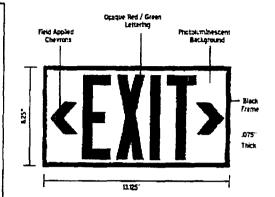
Surface mounted, Before installation It must be determined that there is a min'mum of 5 Fc of fluorescent, metal halide or mercury vapor light on the face(s) of the sign at all times during building occupancy.

### APPLICATIONS:

Both high-level and low-level Suitable for Floor Proximity Installation

Catalog #	Letter Style	Letter Color	Chevrons
7	2 - Printed Letters	1 - Red	0 - With Chevrons
	3 - Reflective Letters	2 - Green	(field applied) included
7			O (fill in for model #)

Other photoluminescent components of the Gio Brite \* Safety Guidance System include: Glo Brite \* Egress Pathway Strips, Glo Brite \* Tape, Glo Brite \* Dots and Arrows, Glo Brite \* Stripe Tape, Glo Brite \* Safety Track, and Glo Brite \* Safety Signage.



\$102



Jessup Manufacturing Company ph: 815,385.6650 fax: 815.385.0079 Internet: www.globritesystem.com [ESSIF\* E-mail: ]mc@jessupmfg.com









## ALLEY FRAME

This durable, powder-coated alley frame is designed for use with Priefert Lough Stock Panels to minitain alley strength and consistent width.

View Product

(/Prodycts/Cattle/Rough-Stock Panels-and-Gates /Accessories/rsaf)



## ROLLING ALLEY GATE

This heavy duty rolling gate is designed for use with rank livestock. It includes a gravity safety laten to prevent accidental opening.

Vw Product

(/Prod\_cts/Cattle/Rough-Stock-Panels-and-Gates /Accessories/rsagr)



## SWINGING ALLEY FATE

This heavy duty swinging gate features a single piston lever latch and provides access and support for alleys built from Rough Stock panels.

Fiew Product

(/Preducts/Cattle/Rough-Stock-Panels-and-Gates /Accessories/rsags)



### POST CONNECTORS

Available in multiple connection configurations, these connector posts are designed for use with Priefert's Rough Stock Panels and Gates.

View Product

(/Products/Cattle/Rough-Stock-Panels-and-Gates /Accessories/rscp3)

# BOW FRAME EXTENSIONS

Available in 1',2',3',4', and 5' lengths, these extensions can be used to ruise the height of a Roughestock Bow Frame.
Requires 2 per frame/gate.



## PALPATION CAGE ADAPTERS

This powder-coated adapter allows you to connect Rough Stock Panyls to Priefert's Palp tion Cage.



### GENDER Adapters

Available in 2 way, 3-way, and 4-way connections, these adapters allow for the joining of male pin connector ends of Rouga Stock Panels.



## OPEN SWEEP

The Ave expected which the RSO-AAA create the beginning of an aller with "pass through" access or cattlemen to use for crossing through the alley.

### **FEATURES**

- Priefert's Rough Stock Panels and Accessories are our most durable line. As the panel line of choice for the NFR and the PBR, these products are designed to handle the rankest stock.
- Rough Stock Arena Panels are commonly used to build rodeo arenas, heavy duty crowding systems, rodeo back pens, and lead up alleys to bucking chutes.
- These panels are ideal for use when building permanent structures because they are engineered to handle the high stress crowding of heavy livestock.
- The exposed ends of the tubing have been "balled" to close them, leaving a smooth, rounded ends that are animal safe. Balled ends also keep moisture from getting inside the panel to prevent rust and deterioration of your product from the inside.
- Rough Stock Arena Panels feature straight legs with sealed bottoms to prevent moisture from getting inside the panel legs.

- Rough Stock Arena Panels offer a full 6' of height to help discourage livestock from jumping on the panels, increasing the protection and security for the operator.
- Sturdy Rough Stock pin connectors are designed for the high stress crowding applications and allow for quick and secure connections to additional components.
- Rough Stock Arena Panels feature heavy duty, fully welded vertical stays to provide maximum strength and stability.
- Architectural Grade Powder Coat Finish with UV inhibitors add years of life to your investment by helping the product resist rust, scratches and fading.

## SPECIFICATIONS

- Height: 72\*
- Number of Rails: 6
- 9.25" spacing between rails (center to center)
- Constructed from 2\*OD 16 gauge tubing
- Architectural Grade Powder Coat Finish
- Color: Grev
- All weights are approximate

### RELATED PRODUCTS

Rough Stock Panels (/Products/Cattle /Sweep-Systems/Rough-Stock-

looking for a containment system with long life and ultimate durability, Priefert's Rough Stock Arena Panels can handle the job.

Item Number	Length	Weight(lbs)	# of Stays	Price
ROAF DUU		- W		£100
RSAP 08	6	77		5224
OFGAZG	10	90		\$249
RSAP12	12'	108	1	\$209
TSAP1	4	124		3324
N3/1746	10	137		3343

## **IMAGES**

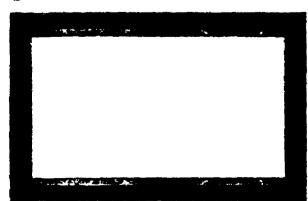


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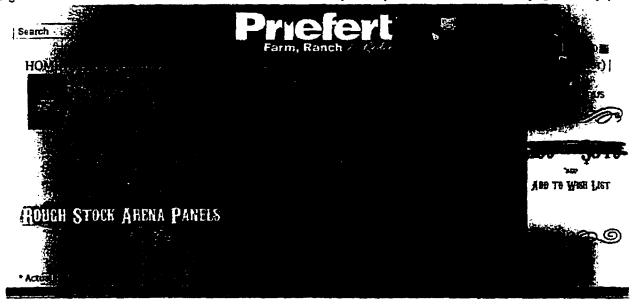
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## VIDE08



Cattle Handling Equipment

All Priefert cattle handling equipment is built to be
"Easy on the Cow, Easy on the Cowboy." Our squeeze chutes, headgates, and calf table are the best in the industry.



Information Photos Videos Features/Specs Related Products

## BSAPDOG, RSAPOR RSAPIO, RSAPI2, RSAPI4, RSAPI6 ROUGH



Rough Stock Arena Panels are built to withstand whatever may challenge them, and are a great choice for a first class, attractive, durable arena perimeter or set of pens where 6' height and superior strength are needed. As the panel line of choice for the PRCA, the NFR, and the PBR, our Rough Stock Arena Panels are unmatched in their durability. Constructed from 2" OD 16 gauge tubing, these panels are ideal for permanent corrals because they are engineered to handle the high stress crowding of even the rankest stock. These panels stand 6' tall to discourage livestock from jumping on them, increasing the protection and security for the livestock handlers. Rough Stock Arena Panels feature straight legs with closed ends and no sharp edges. These "balled ends" are not only a safety feature, but also prevent moisture from getting inside the panel. Heavy duty, fully welded vertical stays further enhance the strength and stability of these panels. The Architectural Grade Powder Coat Finish helps the product to resist rust, scratches, and fading to add years of life to your investment. If you are

e Sign 



## REPORT OF FINDINGS - EXITING - ARENA, PATIO & RESTAURANT

PAGE 1 OF 5

PROJECT: EXITING PLAN - ARENA & RESTAURANT & PATIO

GC #2621

DATE: 8 Jan. 2014, rev. 1/15/14, rev 1/23/14

CLIENT:

"Mo" Mohiuddin Mehmood Hitching Post 2341 N Apache Trail Apache Jct., AZ 85119 602.214.5635 dashin@mchsi.com



Exp. 3/31/14

### STATEMENT:

Findings, conclusions, recommendations and opinions that may be presented in this report are:

- 1. Based on the facts and evidence known to this Engineer as of the date of this report.
- 2. Apply ONLY to the specific conditions noted for the project.
- 3. May not be used for any other project or location without the expressed written approval of this Engineer

### REVISION:

The revisions include an occupant load for the Existing Rear Patio, corrections to the site plan to show gate size adjustments, addition of a gate, addition of min. 60" wide smooth non-slip walking surface at patio exit paths (2) and corresponding changes to occupant loads at gates, remove one gate, modify others. Arena occupancy changed to A5, an exit gate added for east side of arena.

### **PURPOSE:**

Prepare an exiting plan for the proposed Arena and describe the existing exiting arrangement for the Restaurant.

### PROJECT LOCATION:

Hitching Post 2341 N Apache Trail Apache Jct., AZ 85119 REPORT OF FINDINGS - EXITING - ARENA, PATIO &
RESTAURANT 8 JANUARY 2014, REV 1/15/14, 1/23/14
HITCHING POST GC #2621

### APPLICABLE CODES:

International Code Council (ICC)

International Building Code 2006 (IBC) as adopted by City of Apache Junction, AZ

### REFERENCES:

International Code Council (ICC)

International Building Code 2006 as adopted by City of Apache Junction, AZ

### PROJECT DESCRIPTION:

The Owner/Client is adding a bull riding arena to the property as described on the attached site plan for the site. This Report of Findings describes the exiting requirements for the Arena and summarizes the existing exiting for the Restaurant.

### **EXISTING CONDITIONS:**

### RESTAURANT:

See attached Existing Floor Plan drawing sheet 2 of 2

Occupancy A2 Restaurant

No automatic fire sprinklers

Total Occupant Load (OL) 99, {IBC Table 1004.1, occupant load (sqft / occupant) for Assembly(no fixed seats) 15 net unconcentrated tables and chairs for eating area, office 100 gross, kitchen 200 gross, storage 500 gross}

3 exit discharges are provided, identified as D1, D2, D3 however only any two of the exits are required, therefore D3 capacity is not included in the exit capacity. The separation distances between the exits are such that regardless of which pair of exits are selected the separation distance requirements are met.

### **REAR PATIO:**

See attached Site Plan

The rear patio area is existing

Occupancy A2 Restaurant

Total area is approximately 3,000 sf. OL = 200{IBC Table 1004.1, occupant load (sqft / occupant) for Assembly(no fixed seats) 15 net unconcentrated tables and chairs for eating area}. The use of this OL/sf is considered very conservative. The actual occupancy is expected to be considerably less.

There is sufficient exit capacity via gates G3/4 and G2 that the occupants of the patio area do not need to exit through the restaurant building.

The occupancy of the patio does not add to the occupancy of the restaurant.

### ARENA:

Occupancy - A5

## REPORT OF FINDINGS – EXITING – ARENA, PATIO & RESTAURANT 8 JANU HITCHING POST

8 JANUARY 2014, REV 1/15/14, 1/23/14 GC #2621

Total OL 345 based upon an occupant load factor of 0.2 {IBC Table 1005.1, nonsprinklered} There are no specific guidelines for occupancy of A5 occupancy areas for the specific use as a bull riding ring. The arena viewing area for spectators will not have seating. Table 1004.1 provides an occupant load factor for standing areas of 5 sf net (5 sf of surface / standing spectator) which is reasonable for the standing area. See the attached drawing, Existing Site Plan, Sht. 1 of 2. The arena area is described on that sheet. The standing area is assumed to be 10' deep (5 spectators) around the perimeter of the ring that will be accessible to the public which is identified on the drawing. The total area of spectator area shown of approximately 1760 sf has a corresponding occupant load of (1760 sf/5 sf/spectator) 345. The area behind the spectator area is available for vending space and general access by the spectators. No separate occupant load is provided for the vending area because the persons taking advantage of the vendors is assumed to be the spectators from the ring area. As can be seen from the Summary of Exiting section below, there is more than ample exiting capacity in the gates to handle more than 2x the occupant load (OL) attributed to the spectator area and half of the OL from the rear patio. Four gates for use by the general public, GIA, 1B, 2 & 5 are identified on the arena area perimeter fence for use by the general public for access and exiting purposes. Gates G3 & G4 are located on the south end of the Rear Patio area. Other gates shown that provide access to the animal containment and transfer areas and the rider use restricted areas are shown but are not identified. All such gates will be signed and identified as "WARNING, RESTRICTED AREA, NO PUBLIC ACCESS" or similar wording.

The minimum number of exits for the arena area is 3 (IBC 1019.1) with a minimum width of any one exit of 44" for an occupancy of 345.

### **SUMMARY OF EXITING REQUIREMENTS:**

### RESTAURANT:

See the attached floor plan for the location of the doors.

The total exit capacity of the exits from the restaurant, 850, exceeds the required OL 99.

DOOR#	CLEAR WIDTH (inches)	CAPACITY (occupants)	NOTES
1	34	170	Panic hdwe required*
2	68	340	Panic hdwe not required*
3	68	340	Not a required exit, capacity not included in total
Total	170	510	Total occupancy is limited to 99

<sup>\*</sup>Panic hardware is not required {IBC 1008.1.8.3} when door has sign posted "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED"

The actual occupancy of the restaurant is 99 which requires a minimum width of 19.8" and two exit doors except that the minimum allowable door width is 36". The restaurant has 3 exit discharge doors with a total width of 170". The diagonal distances between the doors is such that any two sets of door assemblies will provide more than sufficient capacity and separation distance. Two exit doors are required. Doors #1 & 2 are shown on the plan as the designated exits. The restaurant has more than adequate exiting capacity.

### REPORT OF FINDINGS – EXITING – ARENA, PATIO &

RESTAURANT HITCHING POST 8 JANUARY 2014, REV 1/15/14, 1/23/14 GC #2621

### REAR PATIO:

See attached site plan for location of gates. Not all gates shown on the site plan are designated exits. Designated exit gates are those listed below.

The total exit capacity of the gates G3/4 and Arena gate 2 is 480 occupants which exceeds the maximum OL conceivable for the patio of 200. 2 exits are required because the OL exceeds 50. The gate combination of 3/4 and the Arena gate G2 provides the required two exits. No exit load from the restaurant is included because door D3 is not designated as an exit from the restaurant.

GATE#	CLEAR WIDTH (inches)	CAPACITY Occupants	NOTES
2	4' (96)	240	Panic hdwe provided; See Arena
3	4' (48)	240	Panic hdwe provided*. This gate is in sequence with G4, therefore the capacity of the two gates are not additive
4	4'(48)	240	Panic hdwe provided
TOTAL	12'(144)	480	Total is for G3 and G4 (same path as G5)

### ARENA:

See the attached site plan for location of the gates

The total capacity of Gates 1A, 1B, 2 & 5 (960) exceeds the maximum OL for the arena (345) plus half of the rear patio OL (100) for a total of 445. The exit capacity of the exits from the Arena, 960, is more than adequate.

GATE#	CLEAR WIDTH (inches)	CAPACITY Occupants	NOTES
1A	4' (48)	240	Panic hdwe provided
1B	4' (48)	240	Panic hdwe provided
2	4' (48)	240	Panic hdwe provided
5	4' (48)	240	Panic hdwe provided
TOTAL	18' (216)	960	

### SUMMARY:

It is my professional opinion that, to a reasonable degree of engineering certainty that:

### Restaurant:

- The existing exiting discharges from the building are more than adequate for use by the occupants of the restaurant as they exist.
- The existing exiting provisions of the restaurant meet the requirements of the IBC and ADA.

### Patio:

• The exit gates, G2, and G3/4 shown on the site plan will provide more than adequate exit capacity for the maximum occupant load.

## REPORT OF FINDINGS – EXITING – ARENA, PATIO & RESTAURANT 8 JANUARY 2014, REV 1/15/14, 1/23/14 HITCHING POST GC #2621

- The exiting plan described in the attached site plan describes an exiting plan that meets the requirements / intent of the IBC and ADA.
- The patio provides safe and adequate exiting facilities for the occupants as described on the site plan.

### Arena:

- The exit gates, G1A, 1B, 2 & 5, shown on the site plan will provide more than adequate exit capacity for the largest anticipated spectator occupant load plus the maximum possible OL from the Patio.
- The exiting plan in the attached drawing describes an exiting plan that meets the requirements / intent of the IBC and ADA. The exits are sized and spaced as though the area was a building.
- The arena provides safe and adequate exiting facilities for the spectators and the Patio occupants.

### PREPARED BY:

Scott Grainger, PE Fire Protection Engineer

### ATTACHMENTS:

### Drawings

- 1. Sheet 1 of 2, Arena exiting plan (includes the rear patio)
- 2. Sheet 2 of 2, Restaurant exiting plan