Friendship Public Charter School
Collegiate Academy - Synthetic Turf Field
Washington, D.C.

National Capital Planning Commission
Preliminary Review Project Report
July 30th, 2019

Submitted By:
Mathew Vetter, PE
Leading Design & Development, LLC
13384 Berlin Turnpike
Lovettsville, VA 20180
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1. INTRODUCTION

The purpose of this report is to outline the overall project scope and compliance with the National Capital Planning Commission’s policies for the conversion of a natural grass playing field to a synthetic turf surface at Friendship Public Charter School’s – Collegiate Academy, located at 4095 Minnesota Avenue NE, Washington, D.C. 20019.

Friendship Public Charter School has acquired appropriate funding to allow for the construction of a synthetic turf athletic field behind the Collegiate Academy school building. The existing playing field is in very poor condition and shows inability to maintain proper vegetation. The synthetic turf field will significantly improve the surface for athletic and recreational activities including, but not limited to football, boys and girls lacrosse, field hockey and soccer. The synthetic turf field will be a low maintenance system that can be used year-round and provide a major benefit to the students of Friendship Public Charter School’s - Collegiate Academy.

The existing playing field is owned by the National Park Service (NPS) with jurisdiction transferred over to the Department of General Services (DGS) in 2004 as shown in Appendix A – Declaration of Covenants. The Department of General Services entered into a “Land Use Agreement” with Friendship Public Charter Schools for the use of the playing field area for recreational purposes as shown in Appendix B – First Amendment to Lease Agreement. This project will comply with all required covenants that govern the transfer for use by Friendship Public Charter Schools. With the construction of the synthetic turf field, the use will remain for recreational and athletic sporting activities. Submission to the National Park Services has been provided for this project and will be discussed further under the Construction Permit Process.

2. PROJECT SCHEDULE AND COST ESTIMATE

The project schedule will be contingent on the construction permitting timeline. Currently, all required permits should be attained by mid-October, 2019. Given this project will be constructed within the fall and winter months the construction schedule will take approximately 5 months (weather pending) to complete. This would put a preliminary completion date of March, 2020.

The project as currently designed will include a (190’x390’) synthetic turf field playing surface, retaining walls, stadium sport & pedestrian egress lighting, safety chain link fencing, ADA asphalt trails & walkways, aluminum grandstand bleachers & press box with PA system, scoreboard, above / below ground stormwater management facilities and tree planting. The preliminary budget for construction is ±3 Million Dollars which is inclusive of all the items previously listed.
3. CONSTRUCTION PERMIT PROCESS

This project has been submitted to the Department of Consumer and Regulatory Affairs (DCRA) for a building permit(s) and the Department of Energy and Environment (DOEE) for Stormwater Management and Erosion Control permitting. The site development plans have been reviewed by DOEE in January of 2016 and is being coordinated for final approval pending reviews from other agencies.

Currently, the National Park Service (NPS) has reviewed the plans for compliance with the agreed upon covenants and determined the site plan is consistent with the land use agreement (See Appendix C – NPS Compliance Letter). The National Park Service will also review plans for site access since construction traffic will cross through NPS land. The permitting process for construction access will take place upon approval of NCPC review.

Furthermore, site access for this project is from 42nd Street N.E. and will require review and approval from the District Department of Transportation (DDOT). This review is also underway and is being done simultaneously with other agency reviews. All comments from required agencies will be coordinated and incorporated into the final site development plan required for review by the National Capital Planning Commission.

4. TRANSPORTATION, PEDESTRIAN CIRCULATION & LIGHTING

The project site is bordered by 42nd Street N.E. to the East, residential townhomes to the North, the Collegiate Academy School Building to the West and Fort Mahan Park to the South. Currently, pedestrians and emergency vehicles can access the site from a gravel / asphalt roadway entrance off of 42nd Street N.E. and pedestrian access (only) directly from the Collegiate Academy School Building. The existing emergency access roadway is currently eroded and degraded from miscellaneous vehicles accessing the field. Per the direction from DOEE and the National Park Services, the existing access roadway shall be removed and repaved along with planting vegetation in the areas of disturbance while still allowing access for emergency vehicles.

The proposed improvements will maintain all existing access points to the field while improving circulation to and from the Collegiate Academy School Building. ADA pedestrian access will be provided from the school building to the proposed grandstand bleacher location which will also be ADA compliant. There will also be an asphalt trail / walkway that runs along the North side of the field to provide direct access to 42nd Street N.E. The existing chain link fencing around the property will be removed and replaced with a 10ft high black vinyl chain link fence to ensure the field is properly secured. Additionally, removable bollards will be installed at the gate entrance to the field on the emergency access roadway from 42nd Street N.E. in-order to help secure the field along with re-grading the entrance to adequately convey an emergency vehicle.

Continued on next page
The field currently has stadium sports lighting that will be removed and replaced with higher efficiency LED lighting systems with little to no spillover to neighboring properties (See Appendix D – Photometric Plan). Each trail / asphalt walkway will also be lined with pedestrian lighting to provide ingress and egress lighting to the project site while adding additional security benefits.

Parking for this area is limited to the school building and on-street parking along 42nd Street N.E. and surrounding cross streets. The land use of the proposed site will remain unchanged as accepted by the National Park Services and therefore no additional parking is being provided with the project.

5. NATURAL RESOURCES AND STORMWATER MANAGEMENT

As noted in the introduction to this report, the existing field playing area is heavily eroded and is in very poor condition. There will be existing canopy trees less than 48” in circumference that will be removed and replaced with this project as indicated on site plan sheet C2.3 – Existing Tree Plan.

The existing project area is divided into two drainage areas as indicated on plan sheet C6.0 – Pre-Developed Drainage Area Map. Drainage Area #1 drains by a way of sheet flow to existing yard inlets along the North side of the playing field and Drainage Area #2 drains by a way of sheet flow off-site to the North and East sides of the site.

This project is considered a major land disturbance project which is outside of the Anacostia Waterfront Development Zone (AWDZ) and will only be required to treat the regulatory rain event for Stormwater Retention Volume (SWRv) of 1.2” inches. In-order to achieve the proper stormwater retention volume, this site will implement (4) four stormwater management practices which include the synthetic turf field acting as a permeable pavement system. The synthetic turf field will also provide adequate stormwater storage in the stone voids underneath which will release acceptable flow rates back into the existing storm sewer system. Additional stormwater management will be achieved by the use of a Bio-Retention and Dry Swale along the East and South sides of the property, respectively. Please reference plan sheet C6.1 – Post Developed Drainage Area Map for facility locations. Appendix E – Stormwater Details illustrate the typical cross sections of each stormwater facility being utilized for this project site.

In addition to the facilities mentioned above, (17) seventeen new canopy trees will be planted along the northern border to account for stormwater retention volume credits within Drainage Area #2. This will also serve to replace a majority of the trees being removed for construction and provide additional screening for the row of townhomes along the northern boundary of the site.

Due to site constraints, only the minimum required 50% retention volume per the DC Stormwater Management Guidelines can be achieved for this project. This will result in Friendship Public Charter School purchasing Stormwater Retention Credits (SRCs) annually at the required in-lieu fee.

Continue on next page
It shall be noted that synthetic turf fields are not a source of phosphorus, nitrogen or suspended solids and also require no fertilization. The synthetic turf field backing, stone cross section and geotextile wrapped perimeter drains act as a significant filter to promote the removal of suspended solids or pollutants that could be introduced into the system.

6. CONCLUSION

Friendship Public Charter Schools - Collegiate Academy Synthetic Turf Field project will significantly improve the current site conditions and pedestrian / emergency access to the field while providing academic and athletic benefits to the students and community.
APPENDIX A
DECLARATION OF COVENANTS
Declaration of Covenants for the Plat of Transfer of Jurisdiction
U. S. Reservation 475, Fort Mahan Park
Parts of Squares 5078 and 5079

This Declaration, made this 12th day of May, 2004, by and between The United States of America, acting by and through the U.S. Department of the Interior, and the
District of Columbia, by and through the Mayor of the District of Columbia, hereinafter referenced as the "District."

WITNESSETH:

WHEREAS, the United States of America owns the fee-simple title to certain real
property located in the District of Columbia and designated as parts of U.S. Reservation 475, Fort Mahan Park identified as follows:

Square 5078
Lots 2-28 inclusive
A former 15-foot wide alley located immediately adjacent to the entire east line of
Lot 2

Square 5079
Lots 2-24 inclusive
Lots 34-59 inclusive
Part of Lot 33
A former 15-foot wide alley located immediately adjacent to the entire east lines
of Lots 2 and 59
A former 15-foot wide alley located between the north lines of Lots 2-24 and the
south lines of Lots 34-59

Foote Street, NE.
A portion of Foote Street, NE., closed, as designated on plat S. O. 1784 and
recorded in the Office of the Surveyor of the District of Columbia in Book 106,
Page 48; and

WHEREAS, the National Park Service (NPS), an agency of the U.S. Department of the
Interior, administers U.S. Reservation 475, Fort Mahan Park, as a unit of the Park System
of the Nation's Capital; and

WHEREAS, the District administers the Carter G. Woodson Junior High School
(Woodson School), located immediately adjacent to the western boundary of U.S.
Reservation 475, Fort Mahan Park; and

WHEREAS, the Woodson School gymnasium is currently encroaching on a portion of
U.S. Reservation 475, Fort Mahan Park; and

WHEREAS, in order for the District to enter into a long term ground lease with
Friendship Edison Public Charter School for the Woodson School Site, the District
desires to obtain jurisdiction for educational purposes from NPS of that portion of U.S. Reservation 475, Fort Mahan Park, upon which the Woodson School gymnasium is currently located as more particularly shown on a plat entitled “Transfer of Jurisdiction Over Parts of Squares 5078 and 5079” and further identified as Surveyor’s Office File No. 02-2121; and

WHEREAS, in order to effectively maintain the open space area located immediately east of the Woodson School gymnasium, the District desires to obtain jurisdiction for recreational purposes from NPS of that portion of U.S. Reservation 475, Fort Mahan Park, as shown on a plat entitled “Transfer of Jurisdiction Over Parts of Squares 5078 and 5079” and further identified as Surveyor’s Office File No. 02-2121; and

WHEREAS, pursuant to the Act of May 20, 1932 (Pub. L. No. 72-143), NPS is authorized to transfer jurisdiction of portions of U.S. Reservation 475, Fort Mahan Park, to the District for educational and recreational purposes, respectively; and

WHEREAS, pursuant to the Act of May 20, 1932 (Pub. L. No. 72-143), the District is authorized to accept jurisdiction from NPS of portions of U.S. Reservation 475, Fort Mahan Park, for educational and recreational purposes respectively; and

NOW THEREFORE, pursuant to the aforesaid authority, NPS and the District agree that the jurisdiction of respective portions of U.S. Reservation 475, Fort Mahan Park, shall be transferred to the District as shown on a plat entitled “Transfer of Jurisdiction Over Parts of Squares 5078 and 5079” and further identified as Surveyor’s Office File No. 02-2121, subject to the restrictions set forth as follows:

1. The portion of U.S. Reservation 475, Fort Mahan Park, transferred from NPS to the District for educational purposes as shown on a plat entitled “Transfer of Jurisdiction Over Parts of Squares 5078 and 5079” and further identified as Surveyor’s Office File No. 02-2121, shall be used for educational purposes only and for no other purpose. No additional structures or expansion of the existing structure is permitted on the land transferred for educational purposes without the prior written authorization of the Regional Director, National Capital Region, National Park Service.

2. The portion of U.S. Reservation 475, Fort Mahan Park, transferred from NPS to the District for recreational purposes as shown on a plat entitled “Transfer of Jurisdiction Over Parts of Squares 5078 and 5079” and further identified as Surveyor’s Office File No. 02-2121, shall be used for recreational purposes only and for no other purpose. No additional structures or expansion of the existing swimming pool, bathhouse and/or existing chain link perimeter fence is permitted on the land transferred for recreational purposes without the prior written authorization of the Regional Director, National Capital Region, National Park Service.

3. The portion of U.S. Reservation 475, Fort Mahan Park, transferred from NPS to the District for recreational purposes as shown on a plat entitled “Transfer of Jurisdiction Over Parts of Squares 5078 and 5079” and further identified as Surveyor’s Office File
No. 02-2121, shall remain available to the public when not in use by the students of the Woodson School engaged in curricular or extracurricular activities.

4. All notices, correspondence, or requests as herein required shall be made in writing and shall be sent by certified mail, return receipt requested with all postage charges prepaid; delivered by hand or sent by overnight carrier to Regional Director, National Capital Region, National Park Service, 1100 Ohio Drive, SW., Washington, D.C. 20242.

IN WITNESS WHEREOF, the United States of America, by and through the Secretary of the Interior, has executed on its behalf as of the day and year first written above as its free act and deed for the uses and purposes herein contained, and intending to be legally bound, has as of the day and year first above written, caused these presents to be executed by Terry R. Carlstrom, Regional Director, National Capital Region, National Park Service, U.S. Department of the Interior, and does hereby constitute and appoint said Terry R. Carlstrom as its true and lawful attorney-in-fact to acknowledge and deliver this Declaration of Covenants for the Plat of Transfer of Jurisdiction as its free act and deed for the uses and purposes herein contained.

WITNESS:

[Signature]

UNITED STATES OF AMERICA

[Signature]

IN WITNESS WHEREOF, on the day and year first written above, Anthony Williams, Mayor of the District of Columbia, having first considered and approved the foregoing covenants, has directed the execution thereof in the name of said District, by hereunto setting his hand hereto.

WITNESS:

[Signature]

DISTRICT OF COLUMBIA

[Signature]

Anthony Williams, Mayor
DISTRICT OF COLUMBIA, SS:

I, Arthur T. Pettiford, a Notary Public in and for the District of Columbia, do hereby certify that Terry R. Carlstrom, who is personally known to me as the person named as Regional Director, National Capital Region, National Park Service, in the foregoing covenant bearing date on the 12th day of May, 2004, and hereunto annexed personally appeared before me in said District, and as Regional Director aforesaid, and by virtue of the authority in him vested acknowledged the same to be the act and deed of the National Park Service.

Given under my hand and seal this 12th day of May, 2004.

Arthur T. Pettiford
Notary Public, D.C.

My Commission Expires: 5-31-2006

DISTRICT OF COLUMBIA, SS:

I, Tabatha Braxton, a Notary Public in and for the District of Columbia, do hereby certify that Anthony Williams, who is personally known to me as the person named as Mayor of the District of Columbia, in the foregoing covenant bearing date on the 12th day of May, 2004, and hereunto annexed personally appeared before me in said District, and as Mayor aforesaid, and by virtue of the authority in him vested acknowledged the same to be the act and deed of the District.

Given under my hand and seal this 12th day of April, 2005.

Tabatha Braxton
Notary Public, D.C.

My Commission Expires: Tabatha Braxton
Notary Public, District of Columbia
My Commission Expires April 14, 2007

Doc#: 2098821843 Fees: $0.00
02/17/2006 11:13AM Pages 4
Filed & Recorded in Official Records
WITH HC APPROVED AS OPENS LARRY TODD

Page 10 of 51
Receipt# 638871

LARRY TODD
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS
515 D STREET NW
SUITE 282
WASHINGTON, DC
20001-
(202) 727-5374

NO CHARGE TRANSACTION

Doc# P006821643  Pgs: 4
Doc Types: COVENANT

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Total Documents: 1
Total Fees: 0

Client Name: GENERAL PUBLIC
02/17/2006 11:13:34 AM
Cashiers: CASHIERA4
IN REPLY REFER TO:
NCPC File No. 6362

JUL 17 2003

Mr. Robert J. Spagnoletti
Acting Corporation Counsel
Office of the Corporation Counsel
441 4th Street, NW – Suite 6N13
Washington, D.C. 20001

Dear Mr. Spagnoletti:

The National Capital Planning Commission, at its meeting on July 10, 2003, approved the enclosed action on the proposed transfer of jurisdiction of a portion of Reservation 475, Fort Mahan Park from the National Park Service to the District of Columbia. Also enclosed, for your information, is a copy of the Staff Recommendation for the project.

Sincerely,

[Signature]
Patricia E. Gallagher, AICP
Executive Director

Enclosures

bc: Terry R. Carlstrom
National Park Service
STAFF RECOMMENDATION

NCPC File No. 6362

TRANSFER OF JURISDICTION OF A PORTION OF RESERVATION 475,
FORT MAHAN PARK, FROM THE NATIONAL PARK SERVICE
TO THE DISTRICT OF COLUMBIA
Washington, DC

Submission by the District of Columbia
July 3, 2003

Abstract

The District of Columbia Corporation Counsel has submitted the application for the transfer of jurisdiction of a portion of Reservation 475, Fort Mahan Park, near 42nd and Grant Streets, NE. The property is under the jurisdiction of the National Park Service. The application includes an original copy of the jurisdiction plat, signed by the National Park Service, and a deed of covenant between the National Park Service and the District of Columbia. The portion of land to be transferred is encumbered by the Carter G. Woodson Junior High School gymnasium and recreation land immediately to the east of the gymnasium. The school was built in 1955. The proposed new uses are educational (for the portion of parkland encumbered with the gymnasium) and recreational (for the portion of the open space adjacent to the gymnasium). The transfer of jurisdiction is necessary for the charter school holding a 20-year lease on the school to secure long-term financing to make improvements to the facility.

Commission Action Requested by the Applicant

Approval of proposed transfer of jurisdiction pursuant to 40 U.S.C. § 8124(a).

Executive Director’s Recommendation

Approval of the transfer of jurisdiction for a portion of Reservation 475 from the National Park Service to the District of Columbia, as shown on NCPC Map File No. 10.21(63.00) 41203.

* * *
COMPLIANCE

National Historic Preservation Act

By the covenant governing the procedures for its review and approval of any future alterations to the site or to the use of the land, NPS has evidenced completion of its Section 106 responsibilities to transfer historic property (Fort Mahan) with sufficient protection for the historic character of the park, which is part of the National Register-listed Fort Circle Park system.

National Environmental Policy Act

Pursuant to the regulations implementing the National Environmental Policy Act (NEPA), the NPS determined that the proposed revision, as a technical correction to the transfer of jurisdiction, qualifies as a Categorical Exclusion in accordance with NPS NEPA regulations.
APPENDIX B
FIRST AMENDMENT TO LEASE AGREEMENT
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT made this 18 day of March, 2014, ("First Amendment Effective Date") by and between THE DISTRICT OF COLUMBIA, a municipal corporation, acting by and through the Department of General Services ("District" or "Landlord") and FRIENDSHIP PUBLIC CHARTER SCHOOL, INC., a District of Columbia non-profit corporation ("Tenant"). Landlord and Tenant are each referred to herein as a "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, The Parties entered into that certain Lease Agreement dated the 26th day of May, 2000, ("Lease"), pursuant to which Tenant leased from Landlord that certain property located at 4095 Minnesota Avenue, NE Washington DC 20019 previously and commonly known as the “Carter G. Woodson School,” and currently known as Friendship Collegiate Academy ("Leased Premises"):

WHEREAS, The Department of General Services ("DGS"), is the executive agency within the Government of the District of Columbia authorized pursuant to the Department of General Services Establishment Act of 2011, effective September 14, 2011 (D.C. Law 19-21, 58 DCR 6226), D.C. Official Code § 10-551.01 (2011 Supp.), as well as, all regulations, and orders promulgated and related thereto and in furtherance thereof, and established to, among other things, manage building space operated by the District and leased to public charter schools;

WHEREAS, the Parties wish to amend and supplement the Lease in order to add a provision for the Tenant’s use of the field adjacent to the Leased Premises, (2) change the names and addresses for notices to the District, and (3) attend to such other matters as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1) Recitals. The above recitals are incorporated herein, and made a part of this First Amendment.

2) Defined Terms. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Lease.

3) Field Use. Tenant, at Tenant’s sole cost and expense, shall, during the term of the Lease and any extension thereof, have the right to use the open space area located immediately east of the gymnasium ("Field"). The District obtained jurisdiction over the Field for recreational purposes from the National Park Service for that portion of U.S. Reservation 475, Fort Mahan Park, as shown on a plat entitled “Transfer of Jurisdiction Over Parts of Squares 5078 and 5079” and further identified as Surveyor’s Office File No. 02-2121 (the “Field”). See Exhibit A. The terms and conditions of use shall be further outlined and incorporated herein as Exhibit B. The schedule for the use of the Field ("Schedule") is attached and incorporated herein as Exhibit C.
4) Notices to the District. Unless notified to the contrary, any notice, consent, approval or other communication to the District pertaining to the Lease shall be addressed as follows:

Government of the District of Columbia
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Attention: Director

with a copy to:

Government of the District of Columbia
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Attention: General Counsel

and, in the event of a default by the District, a copy to:

Government of the District of Columbia
Office of the Attorney General for the District of Columbia
414 4th Street, NW, Suite 1010 South
Washington, DC 20001
Attention: Commercial Division, Real Estate Section

5) Terms. Except as expressly modified by this First Amendment, all terms and provisions of the Lease shall remain in full force and effect.

6) Counterpart Copies. This First Amendment may be executed in counterpart copies, both of which executed counterparts shall have the same force and effect as if the Parties had executed a single copy of this First Amendment.

7) Binding Effect. This First Amendment (a) shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns (except as otherwise expressly provided in the Lease); and (b) shall be governed and construed in accordance with the laws of the District of Columbia.

8) Authority.

a. District’s Representations. By executing this First Amendment, the District represents to Tenant that: (i) the District is authorized to enter into, execute, and deliver this First Amendment and perform its obligations hereunder; (ii) this First Amendment is effective and enforceable against the District in accordance with its terms and limitations; (iii) the person signing this First Amendment on District’s behalf is duly authorized to execute same; and (iv)
no other signatures or approvals are necessary in order to make all of the representations of the District contained in this paragraph true and correct, in all material respects.

b. **Tenant’s Representations.** By executing this First Amendment, the Tenant represents to the District that: (i) the Tenant is authorized to enter into, execute and deliver this First Amendment and perform its obligations hereunder; (ii) this First Amendment is effective and enforceable against the Tenant in accordance with its terms; (iii) the person signing on behalf the Tenant is duly authorized to execute and deliver this First Amendment; (iv) no other signatures or approvals are necessary in order to make all of the representations of the Tenant contained in this paragraph true and correct in all material respects; (v) Tenant is in good standing in the District of Columbia; and (vi) Tenant is in compliance with all District laws and regulations applicable to Tenant.

9) **Ratification.** Except as expressly amended by this First Amendment, all other terms, conditions and provisions of the Lease are hereby ratified and confirmed and shall continue in full force and effect.

10) **Anti-Deficiency.** The obligations of the District to fulfill any financial obligations pursuant to the Lease or this First Amendment or any subsequent agreement entered into pursuant to the Lease or the First Amendment (to which the District is a party) are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), as may be amended from time to time (“Federal ADA”), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001), as may be amended from time to time; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.), as may be amended from time to time (“D.C. ADA” and (i) and (ii) collectively, as amended from time to time, the “Anti-Deficiency Acts”); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as may be amended from time to time. Pursuant to the Anti-Deficiency Acts, nothing in this First Amendment or the Lease shall create an obligation of the District in anticipation of the appropriate authorization of the District of Columbia and due appropriation by the District of Columbia and Congress for such purpose, and the District’s legal liability for the payment of any Rent or other charges under the Lease, as amended, shall not arise or obtain in advance of the lawful availability of authorized and appropriated funds for the applicable fiscal year as appropriately authorized and approved by the District of Columbia and Congress.

**SIGNATURE PAGES ON NEXT TWO PAGES**
IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Lease as of the First Amendment Effective Date.

LANDLORD:

DISTRICT OF COLUMBIA
By and through its
DEPARTMENT OF GENERAL SERVICES
By: 
Name: Brian Hanlon
Title: Director

APPROVED AS TO LEGAL SUFFICIENCY:

District of Columbia Office of the Attorney General

By: 
Assistant Attorney General

LAST SIGNATURE PAGE follows
TENANT:

FRIENDSHIP PUBLIC CHARTER SCHOOL, a District of Columbia, non-profit corporation

By:  
Name: Donald L. Hense  
Title: Chairman
Council of the District of Columbia
Committee of the Whole
Report

John A. Wilson Building 1350 Pennsylvania Avenue, NW Washington, DC 20004

To: All Councilmembers
From: LiitleW.T.rop, Chairman, Committee of the Whole
Date: December 20, 2005

Subject: PR 16-306, "Transfer of Jurisdiction Over a Portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5078 and 5079, Approval Resolution of 2005"

The Committee of the Whole, to which PR 16-306, the "Transfer of Jurisdiction Over a Portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5078 and 5079, Approval Resolution of 2005," was referred, reports favorably on the resolution and recommends its adoption by the Council of the District of Columbia.

Statement of Purpose and Effect

PR 16-306 approves the transfer of jurisdiction over a portion of U.S. Reservation 475, Fort Mahan Park on parts of Squares 5078 and 5079, from the United States National Park Service to the District of Columbia, for educational and recreational purposes. The purpose of the transfer is to rectify the present encroachment on the property by the Carter G. Woodson Junior High School Building.

Legislative History

June 28, 2005 PR 16-306 introduced by Chairman Cropp at the request of the Mayor and referred to the Committee of the Whole

July 8, 2005 Notice of intent to act on PR 16-306 published in D.C. Register

October 21, 2005 Notice of public roundtable on PR 16-306 published in D.C. Register

November 8, 2005 Public roundtable by Committee of the Whole on PR 16-
Committee Reasoning

PR 16-306 provides Council approval of the transfer of jurisdiction over a portion of U.S. Reservation 475, Fort Mahan Park on parts of Squares 5078 and 5079, in Ward 7, from the United States National Park Service ("NSP") to the District of Columbia. The purpose of the transfer is to rectify the present encroachment on the property by the Carter G. Woodson Junior High School Building ("Woodson School").

The NPS administers U.S. Reservation 475, Fort Mahan Park, as a unit of the Park System of the Nation's Capital. The District government administers the Woodson Junior High School, located at 4095 Minnesota Avenue, N.E., and immediately adjacent to the western boundary of U.S. Reservation 475, Fort Mahan Park. In 2000, the Friendship Edison Public Charter School ("Charter School") leased the Woodson School from the District government under a 20-year lease. Renovation totaling $12.5 million was financed initially under a mortgage to the Charter School.

In 2003, the Charter School was authorized by the District government to issue $47 million in tax-exempt bond to refinance mortgage debt for the Woodson School and three other campuses. During the title search for the bond financing, it was discovered that, through a series of transfers between the federal and District governments, some of the land occupied by the Woodson School gymnasium is under the jurisdiction of the NPS. The remaining property occupied by the Woodson School is under the jurisdiction of the District government. In addition, the playing field immediately east of the Woodson School gymnasium, currently managed by the D.C. Department of Recreation, is under the jurisdiction of the NPS.

At the District government's request, the NPS agreed to the transfer at no cost to the District, but with the requirement that a covenant be entered into between the parties and recorded in the District's land records along with the transfer of the jurisdiction plat. The covenant, dated May 12, 2004, provides for the transfer from NPS to the District the portion of U.S. Reservation 475, Fort Mahan Park, upon which the Woodson School gymnasium is located for educational purposes with the restriction that no additional structures or expansion of the existing structure is permitted without the written authorization of the NPS. In addition, the covenant provides for the transfer from NPS to the District the portion of U.S. Reservation 475, Fort Mahan Park, immediately east of the Woodson School gymnasium for recreational purposes with the restriction that no additional structures or expansion of the existing swimming pool, bathhouse or fence is permitted without the written authorization of the NPS and the property will remain available to the public when not in use by the students.

The approval of the transfer of jurisdiction will clarify the legal title underlying the 20-
year lease of the Woodson School building and the bond financing which includes a leasehold security. It will also support the Friendship-Edison Collegiate Academy, located at the Woodson School. Since its founding in September 2000, the Friendship-Edison Collegiate Academy has graduated three classes totaling 350 students and has placed over 90 percent of these students in four-year colleges; successfully operated an early college program for over 100 students; increased math performance of all its students; and increased neighborhood recreational opportunities by opening facilities for weekend basketball leagues, improving the football field and running football and basketball camps.

Impact on Existing Law

Section 10-111 of the D.C. Official Code authorizes Federal and District authorities administering properties within the District of Columbia owned by the United States or the District government to transfer jurisdiction over parts or all of such properties among or between themselves for purposes of administration and maintenance under such conditions as may be mutually agreed upon the authorities. The statute requires such transfers to be submitted to the Mayor to the Council for approval by resolution. The statute also requires that such transfers must be recommended by the National Capital Planning Commission ("NCPC"). The NCPC approved the transfer of jurisdiction on July 10, 2003. The statute further requires the District government to report such transfers and agreements to the United States Congress.

PR 16-306 provides Council approval of a transfer of jurisdiction over property in accordance with section 10-111 of the D.C. Official Code and, therefore, has no impact on existing law.

Section-by-Section Analysis

Section 1 provides a short title.

Section 2 provides Council approval of the transfer of jurisdiction to the District government from the United States Department of Interior, National Park Service, of U.S. Reservation 475, Fort Mahan Park on parts of Squares 5078 and 5079, in Ward 7, further identified as File No. 02-2121 of the Office of the Surveyor, for educational and recreational purposes.

Section 3 requires the Secretary to the Council to transmit a copy of the adopted resolution to the Mayor, the Surveyor, the National Capital Planning Commission, the United States Congress, the National Park Service, and the Friendship Public Charter School, Inc.

Section 4 provides a fiscal impact statement.

Section 5 provides that the resolution shall take effect immediately.
Fiscal Impact

The adoption of the proposed transfer of jurisdiction resolution would have no adverse fiscal impact upon the District of Columbia. The National Park Service agreed to the transfer at no cost to the District, but with the requirement that a covenant be entered into between the parties and recorded in the District’s land records along with the transfer of the jurisdiction plat. The purpose of the covenant is to restrict the District’s use of the transferred property in part for recreational purposes and in part for educational purposes.

Position of the Executive Branch

PR 16-306 was introduced by the Chairman of the Council at the request of the Mayor, who, in his letter transmitting the resolution, urged the Council’s prompt and favorable action. Carol J. Mitten, Director, Office of Property Management, testified in favor of the proposed transfer of jurisdiction at the Committee’s public hearing on PR 16-306.

Committee Action

On November 8, 2005, the Committee of the Whole held a public roundtable on PR 16-306, at which the following witnesses expressed support for the transfer of jurisdiction: Mary Proctor, Representative, Friendship Edison Public Charter School and Gilbert E. DeLorme, Greenstein DeLorme & Luchs, P.C.; and Carol J. Mitten, Director, Office of Property Management.

On December 20, 2005, the Committee of the Whole met in a regular meeting to consider PR 16-306. The Committee print and report on PR 16-306 were approved by voice votes. Committee members present were: Chairman Cropp and Councilmembers Ambrose, Barry, Brown, Catania, Evans, Fenty, Graham, Gray, Mendelson, Orange, Patterson and Schwartz.

Attachments
(A) PR 16-306
(B) Public roundtable record, including Surveyor’s plat
(C) Lease agreement
(D) Fiscal impact statement
(E) Committee print
COUNCIL OF THE DISTRICT OF COLUMBIA  
1350 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004

Memorandum

To: Members of the Council
From: Phyllis Jones, Secretary to the Council
Date: June 30, 2005
Subject: Referral of Proposed Legislation

Notice is given that the attached proposed legislation was introduced in the Office of the Secretary on Tuesday, June 28, 2005. Copies are available in Room 10, the Legislative Services Division.

TITLE: "Transfer of Jurisdiction Over a Portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5078 and 5079, Approval Resolution of 2005", PR16-0306

INTRODUCED BY: Chairman Cropp at the request of the Mayor

The Chairman is referring this legislation to the Committee of the Whole.

Attachment

cc: General Counsel  
    Budget Director  
    Legislative Services
JUN 28 2005

The Honorable Linda W. Cropp
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 504
Washington, D.C. 20005

Dear Chairman Cropp:

Pursuant to section 1 of An Act To authorize the transfer over public land in the District of Columbia, I hereby transmit the "Transfer of Jurisdiction Over a Portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5078 and 5079, Approval Resolution of 2005" for your approval. Also enclosed, for your information, are the Plat of Transfer of Jurisdiction and the Declaration of Covenants for the Plat of Transfer of Jurisdiction.

The Plat of Transfer of Jurisdiction transfers jurisdiction over a portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5078 and 5079 ("Property") from the National Park Service ("NPS") to the District of Columbia. The Declaration of Covenants for the Plat of Transfer of Jurisdiction restricts the use of the Property in part for educational uses and in part for recreational uses as shown on the Plat. The Plat of Transfer of Jurisdiction and the Declaration of Covenants was approved by NPS on June 6, 2003 and approved by the National Capital Planning Commission on July 10, 2003.

At present, the Carter G. Woodson Junior High School building, located at 4095 Minnesota Avenue, N.E. encroaches on the Property. The Plat of Transfer of Jurisdiction will rectify this encroachment.

I urge the Council to take prompt and favorable action on this proposed legislation.

Sincerely,

Anthony A. Williams

AAW/jem
GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

Legal Counsel Division

MEMORANDUM

TO: Elizabeth C. Lloyd
Director
Office of Legislative Support

FROM: Wayne C. Witkowski
Deputy Attorney General
Legal Counsel Division

DATE: April 6, 2005

SUBJECT: Certificate of Legal Sufficiency for Resolution, the "Transfer of Jurisdiction Over a Portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5078 and 5079, Approval Resolution of 2005" and Mayoral Transmittal Letter (AE-03-495 C) (MID 104983) (Doc 75983)

This is to certify that this Office has reviewed the above-referenced resolution and mayoral transmittal letter and has found them to be legally sufficient. If you have any questions regarding this certification, please do not hesitate to contact me at 724-5524.

Wayne C. Witkowski

1359 Pennsylvania Avenue, N.W., Suite 409 Washington, D.C. 20004 Phone (202) 724-5524 Fax (202) 724-6160

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A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

Chairman Linda W. Cropp, at the request of the Mayor, introduced the following resolution, which was referred to the Committee on

To approve the transfer of jurisdiction over a portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5078 and 5079 ("Property"), from the United States, by the Department of the Interior, National Park Service, to the District of Columbia to rectify the present encroachment on the property by the Carter G. Woodson Junior High Building located at 4095 Minnesota Avenue, N.E., Washington, D.C. 20019.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Transfer of Jurisdiction Over a Portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5078 and 5079, Approval Resolution of 2005".

Sec. 2. (a) Pursuant to section 1 of Act To authorize the transfer over public land in the District of Columbia (Act), approved May 20, 1932 (Pub. L. 143, ch. 197, D.C. Official Code § 10-111), the Council of the District of Columbia hereby approves the transfer of jurisdiction of that certain land known as U.S. Reservation 475, Fort Mahan Park on parts of squares 5078 and 5079, further identified as D.C. Surveyor's Office File No. 02-2121 in the District of Columbia, from the United States by the Department of the Interior, National Park Service to the District of Columbia for the
purpose of rectifying the present encroachment of the Carter G. Woodson Junior High
Building located at 4095 Minnesota Avenue, N.E., Washington, D.C. 20019 ("Property").
(b) The United States, by the Department of the Interior, National Park Service
approved the Plat of Transfer of Jurisdiction and the Declaration of Covenants for the
Commission approved the Plat of Transfer of Jurisdiction at a hearing on July 10, 2003.
(c) The approval is subject to the restriction that a portion of the Property be used
for educational purposes and the remaining portion of the Property be used for
recreational purposes, as shown on the Plat of Transfer of Jurisdiction.
(d) The Property will continue to be used for the operation of a public charter
school.
Sec. 3. The Secretary of the Council of the District of Columbia shall transmit a
copy of this resolution, upon its adoption, to the Mayor of the District of Columbia, to the
Chief Financial Officer of the District of Columbia, and to the Friendship Public Charter
School, Inc.
Sec. 4. The Council adopts the fiscal impact statement in the committee report as
the fiscal impact statement required by section 602(c)(3) of the District of Columbia
§ 1-206.02(c)(3)).
Sec. 5. This resolution shall take effect immediately.
COUNCIL OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE BUDGET DIRECTOR  
FISCAL IMPACT STATEMENT  

Bill Number: PR 16-306  
Type: Emergency ( )  
Temporary ( )  
Permanent (X)  
Date Reported: 12-20-05

Subject/Short Title: "Transfer of Jurisdiction Over a Portion of U.S. Reservation 475, Fort Mahan Park on Parts of Squares 5076 and 5079, Approval Resolution of 2008"

### Part I. Summary of the Fiscal Estimates of the Bill

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<td>(X)</td>
<td></td>
</tr>
<tr>
<td>a) It will affect local expenditures.</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>b) It will affect federal expenditures.</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>c) It will affect private/other expenditures.</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>d) It will affect intra-District expenditures.</td>
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<td></td>
</tr>
<tr>
<td>2. It will impact revenue. (If &quot;Yes,&quot; complete Section 2 in the Fiscal Estimate Worksheet).</td>
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</tr>
<tr>
<td>a) It will impact local revenue.</td>
<td>(X)</td>
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</tr>
<tr>
<td>b) It will impact federal revenue.</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>c) It will impact private/other revenue.</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>d) It will impact intra-District revenue.</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>3. The bill will have NO or minimal fiscal impact. (If &quot;Yes,&quot; explain below).</td>
<td>(X)</td>
<td></td>
</tr>
</tbody>
</table>

Explanation: The National Park Service agreed to the transfer at no cost to the District to rectify the present encroachment on the property by the Carter G. Woodson Junior High School building.

### Part II. Other Impact of the Bill

If you check "Yes" for each question, please explain on separate sheet, if necessary.

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<tr>
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<td></td>
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<tr>
<td>2. Are there performance measures/output for this bill?</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>3. Will it have results/outcome, i.e., what would happen if this bill is not enacted?</td>
<td>(X)</td>
<td></td>
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<tr>
<td>4. Are funds appropriated for this bill in the Budget and Financial Plan for the current year?</td>
<td>(X)</td>
<td></td>
</tr>
</tbody>
</table>

Sources of Information:  
Councilmember: Chairman Cropp  
Staff Person & Tel: Christopher Murray (724-8143)  
Council Budget Director's Signature: [Signature]

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A PROPOSED RESOLUTION

PR 16-306

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the transfer of jurisdiction over a portion of U.S. Reservation 475, Fort Mahan Park on parts of Squares 5078 and 5079 from the National Park Service to the District of Columbia to rectify the present encroachment on the property by the Carter G. Woodson Junior High School Building.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Transfer of Jurisdiction Over a Portion of U.S. Reservation 475, Fort Mahan Park Approval Resolution of 2005".

Sec. 2. (a) Pursuant to section 1 of An Act To authorize the transfer over public land in the District of Columbia, approved May 20, 1932 (47 Stat. 161; D.C. Official Code § 10-111), the Council of the District of Columbia approves the transfer of jurisdiction of land known as U.S. Reservation 475, Fort Mahan Park on parts of Squares 5078 and 5079, further identified as File No. 02-2121 of the Office of the Surveyor of the District of Columbia, from the United States by the Department of the Interior, National Park Service to the District of Columbia for the purpose of rectifying the present encroachment of the Carter G. Woodson Junior High School Building located at 4095 Minnesota Avenue, N.E., Washington, D.C. ("Property").
(b) The United States, by the Department of the Interior, National Park Service
approved the Plat of Transfer of Jurisdiction ("Plat") and the Declaration of Covenants
for the Plat on June 6, 2003. The National Capital Planning Commission approved the

(c) The approval is subject to the restriction that a portion of the Property be used
for educational purposes and the remaining portion be used for recreational purposes as
shown on the Plat.

(d) The Property will continue to be used for the operation of a public charter
school.

Sec. 3. The Secretary to the Council of the District of Columbia shall transmit a
copy of this resolution, upon its adoption, to the Mayor, the Surveyor of the District of
Columbia, the Director of the National Capital Planning Commission, the Speaker of the
United States House of Representatives, the President Pro Tempore of the United States
Senate, the Director of the National Park Service, the Regional Director of the National
Capital Parks, National Park, and to the Friendship Public Charter School, Inc.

Sec. 4. The Council adopts the fiscal impact statement in the committee report as
the fiscal impact statement required by section 602(c)(3) of the District of Columbia
§ 1-206.02(c)(3)).

Sec. 5. This resolution shall take effect immediately.
EXHIBIT B

TERMS AND CONDITIONS OF RIGHT TO USE THE FIELD

A. Tenant, at Tenant’s sole cost and expense, shall have the right to use the athletic field shown on Exhibit “A” of this Lease during the Term of this Lease, subject to the following terms and conditions:

1. Tenant shall use the Field solely for school physical education, athletic team use and other appropriate school purposes (e.g., school assemblies) (“Friendship Use”) and in accordance with the schedule attached hereto as Exhibit C (“Schedule”). During times other than the Friendship Use periods and subject to the Schedule, the District of Columbia, through its Department of Parks and Recreation (“DPR”) shall have exclusive right to use the Field (“DPR Use”), in its sole and absolute discretion, including making the Field available for public use and access (“Public Use”), managing the Public Use of the Field and allowing the public to access the then current DPR permitting system to schedule use of the Field when it is available to the public. The parties shall cooperate on scheduling and access issues in order to protect the Field and to provide access flexibility for the Tenant and the public. Tenant shall meet with DPR annually to review the operation of the Field and the dates and times of each Parties’ use of the Field and, if necessary, amend the Schedule to reflect mutually agreed upon changes in use. The Parties agree to act reasonably and in good faith in working together in developing the Schedule for use of the Field and reconciling DPR’s Use of the Field with the Friendship Use. The Parties agree that during the annual reviews of the schedule pertaining to the Field use, they will make their best efforts to avoid substantial modifications to the percentage of FPCS use as outlined in Exhibit C.

2. In consideration for granting Tenant the right to use the Field as set forth herein, Tenant, at Tenant’s sole cost and expense, shall replace the grass field with artificial turf, striped for multi-sport use and consistent or similar to type and quality of field recently constructed at Fletcher Johnson High School, which shall be pursuant to plans and specifications and a schedule approved in advance by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed (the “Field Renovation”). The Field Renovation shall be performed (a) in a good and workmanlike manner with new materials and once commenced, diligently pursued to completion; (b) by duly qualified or licensed Persons; and (c) in accordance with all Laws. Tenant shall complete the Field Renovation in accordance with a time schedule mutually agreed to by the parties.

3. Upon completion of the Field Renovation, Tenant, at Tenant’s sole cost and expense, shall be responsible for (a) maintaining the Field in good order and condition in accordance with all Laws, and (b) access, control, security and operations (including trash removal) of the Field during the Friendship Use. Landlord shall be responsible, at Landlord’s cost and expense, for access, control, security, operations (including necessary maintenance and trash removal) of the Field at all times other than during the Friendship Use. Landlord shall also be responsible for the repair of any damages to the Field which occur at any time other than during the Friendship Use;
such damages shall include, but are not limited to, damages caused by a person, natural
phenomena, neglect, negligence, intentional acts, and vandalism.

4. Tenant accepts use of the Field in its “as is” condition and Landlord does not warrant the
fitness or condition of the Field.

5. Tenant shall indemnify and hold harmless Landlord’s Indemnities from any and all liability
that may arise as a result of Tenant’s use of the Field. This indemnification shall not extend to
any liability arising from: (a) negligence or intentional acts of the Landlord or its agents,
employees or representatives; or (b) from the use of the Field by individuals, entities or programs
other than during the Friendship Use. Landlord shall cause any written agreements between
Landlord (or any affiliate thereof) and any third party in connection with use of the Field to
include an indemnification of Landlord and Tenant in connection with such third party’s use of
the Field.

6. The Field shall not be deemed a part of the Leased Premises for any purposes; provided,
however, that Tenant shall cause the insurance being maintained by Tenant pursuant to Article
12 to insure the Field in addition to the Leased Premises.

7. Tenant assumes all risk of loss, damage or personal injury from the entry by Tenant and its
directors, officers, agents, invitees and employees’ entry on to the Field, except to the extent
causd by the negligence or intentional acts of third parties or the Landlord, its agents,
employees or representatives.

8. Tenant shall comply with DPR and District of Columbia Public Schools (“DCPS”) citywide
decisions regarding closure of fields due to weather and with all reasonable regulations
associated with the public use of DCPS and DPR fields.

9. Except in connection with the Field Renovation, Tenant shall not make, or permit anyone to
make on its behalf, any changes, alterations, additions or improvements in or to the Field without
the prior written consent of Landlord. Licensee shall not affix, exhibit, attach, or allow any
permanent signs, signboards, writing or printed matter at the Field, without the prior written
consent of the Landlord.
EXHIBIT C

COLLEGIATE FIELD SCHEDULE

Fall Schedule- (August 5 through November 30)
  • Monday through Thursday
    o Exclusive FPCS Use 8:00 AM-7:00 PM.
    o Public Use: 7:00PM-Closing.
  • Friday
    o Public Use: 5:00 PM to Closing on non-home game dates. FPCS will provide schedules by July 15th of each year.
  • Saturday
    o Exclusive FPCS Use for all scheduled home games: 10:30AM- 4:00PM.
    o DPR Program use on non-home game dates. FPCS will provide fall athletic schedules by July 15th of each year.
    o Public Use: 8:00AM-10:30AM and 4:00PM-Closing.
  • Sunday
    o Public Use: 8:00AM-Closing.

Winter Schedule- (December 1 through January 30)
  • Monday through Sunday
    o Public Use: 8:00AM-Closing.

Spring Schedule- (February 1 through June 15)
  • Tuesday through Thursday
    o Exclusive FPCS Use: 8:00 AM-6:00 PM
    o Public Use: 6:00PM-Closing.
  • Monday and Friday
    o DPR Program Use 5:00pm to close
  • Saturday and Sunday
    o Public Use: 8:00AM-Closing.

Summer Schedule- (June 16 through August 4)
  • Monday through Friday
    o Exclusive FPCS Use: 12:00PM -6:30PM.
  • Shared Simultaneous Use: 8:00AM-11:30 AM.
  • Saturday
    o Shared Simultaneous Use: 8:00 AM-Closing.
  • Sunday
    o Public Use: 8:00 AM-Closing.

FPCS Breaks and Holidays
  o Public Use
APPENDIX C
NPS COMPLIANCE LETTER
Mr. Ikeogu Imo  
Department of General Services (DGS)  
Government of the District of Columbia  
2000 14th Street NW, 8th Floor  
Washington, DC 20009

Dear Mr. Ikeogu:

Thank you for providing the National Park Service (NPS) with the opportunity to review the Friendship Public Charter School Improvement Project. Based on our review of the plans for the project, the NPS finds the project to be consistent with the stipulations identified in the Declaration of Covenants for the Plat of Transfer of Jurisdiction U.S. Reservation 475, Fort Mahan Park (Parts of Squares 5078 and 5079).

Following review and approval of the project by the National Capital Planning Commission, the NPS requests that the District of Columbia, by and through its Department of General Services, obtain a special use permit from the NPS for the work not covered by the existing transfer agreement, specifically the access road on 42nd Street that will be used for vehicular access during construction. Following completion of the project, the NPS will require as a stipulation in the special use permit, that the existing asphalt roadway be removed and replaced with a mixture of native trees and turf, and the area be maintained and treated for invasive vegetation for five years.

If you have any questions or comments, please contact Mike Commissio, Chief of Resource Management, at (202) 690-5160 or michael_commissio@nps.gov.

Sincerely,

[Signature]

Tara D. Morrison  
Superintendent

Enclosure
APPENDIX D
PHOTOMETRIC PLAN
### Pole / Fixture Summary

<table>
<thead>
<tr>
<th>Pole ID</th>
<th>Pole Height</th>
<th>Fixture Qty</th>
<th>Lamp Type</th>
<th>Circuit</th>
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<tbody>
<tr>
<td>F1</td>
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<td>8</td>
<td>LED 5700K - 75 CRI</td>
<td>A</td>
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<td></td>
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<td>1</td>
<td>LED 5700K - 70 CRI</td>
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<td>F3</td>
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<td>B</td>
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<td>P2</td>
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### Calculation Grid Summary

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<th>Calculation Metric</th>
<th>Light Level Type</th>
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<th>Uniformity</th>
<th>Circuits</th>
<th>Fixture Qty</th>
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<td>0</td>
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### Circuit Summary

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<td>A</td>
<td>Football</td>
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<td>B</td>
<td>Walkway</td>
<td>1.69 kW</td>
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## Equipment List for Areas Shown

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<th>OTHER GRIDS</th>
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<td>F1-F2</td>
<td>70'</td>
<td>-1</td>
<td>14.5'</td>
<td>LED 5700K - 75 CRI</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>29'</td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69</td>
<td>LED 5700K - 75 CRI</td>
<td>6</td>
<td>6</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>F3</td>
<td>70'</td>
<td>2'</td>
<td>17.5'</td>
<td>LED 5700K - 75 CRI</td>
<td>2</td>
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<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32'</td>
<td>LED 5700K - 70 CRI</td>
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<td>35'</td>
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<td>0</td>
</tr>
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<td></td>
<td>75'</td>
<td>LED 5700K - 75 CRI</td>
<td>8</td>
<td>8</td>
<td>0</td>
</tr>
</tbody>
</table>

---

**Friendship Charter School Football Stadium**

**Location:** Washington, DC

**Grid Summary**

- **Name:** Football
- **Size:** 360' x 160'
- **Spacing:** 30.0' x 30.0'
- **Height:** 3.0' above grade

**Maintained Illumination Summary Horizontal Footcandles**

- **Entire Grid**
  - Guaranteed Average: 50
  - Scan Average: 50.67
  - Maximum: 76
  - Minimum: 39
  - Avg / Min: 1.30
  - Guaranteed Max / Min: 2
  - Max / Min: 1.95
  - UG (adjacent pts): 1.45
  - CU: 0.71
  - No. of Points: 72

**Luminaire Information**

- **Luminaire Type:** TLC-BT-575 / TLC-LED-1500
- **Design Usage Hours:** 10,000 / 10,000 hrs
- **Design Lumens:** 52,000 / 160,000
- **Avg Tilt Factor:** 1.000
- **Add'l Non-Rec LLF:** 1.000
- **Recoverable LLF:** 1.000
- **Total LLF:** 1.000
- **No. of Luminaires:** 35
- **Avg KW:** 43.21 (43.21 max)

**Field Measurements:** Illumination measured in accordance with the IESNA RP-6-15 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the Musco Control System Summary for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.
**Equipment List for Areas Shown**

<table>
<thead>
<tr>
<th>Area</th>
<th>Lamp Type</th>
<th>QTY / Grids</th>
<th>Footprint</th>
</tr>
</thead>
<tbody>
<tr>
<td>F4</td>
<td>LED 5700K - 75 CRI</td>
<td>2</td>
<td>70' x 5' x 35'</td>
</tr>
<tr>
<td>P2-P3</td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
<td>30' x 5' x 25'</td>
</tr>
<tr>
<td>F1-F2</td>
<td>LED 5700K - 70 CRI</td>
<td>2</td>
<td>70' x 1' x 14.5'</td>
</tr>
<tr>
<td>P7-P9</td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
<td>30' x 30' x 5700K - 70 CRI</td>
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</tbody>
</table>

**Pole Luminaires**

<table>
<thead>
<tr>
<th>Pole Location</th>
<th>QTY</th>
<th>Footprint</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1, P4</td>
<td>1</td>
<td>30' x 30'</td>
</tr>
<tr>
<td>P2-P5, P6</td>
<td>2</td>
<td>30' x 30'</td>
</tr>
</tbody>
</table>

**Grid Summary**

- **Name:** Friendship Charter School Football Stadium
- **Location:** Washington, DC
- **No. of Luminaires:** 13
- **No. of Points:** 1200
- **Max / Min:** 259.33 / 7.84
- **Avg / Min:** 250.09 / 7.84
- **Design Luminous Flux:** 17,000 lm
- **Design Luminous Intensity:** 1.000 lm/W
- **Lamp Life:** 100,000 hours
- **Total Luminaires:** 13
- **Avg KW:** 1.69 (1.69 max)

**Field Measurements:**

- Illumination measured in accordance with the IESNA RP-6-15 and CIBSE 16.4. Individual values may vary. See the Warranty document for details.
- **Electrical System Requirements:** Refer to Amperage Draw Chart and/or the Musco Control System Summary for electrical sizing.
- **Installation Requirements:** Results assume +/-3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

**Engineered Design**

- **By:** Zach Morris
- **File # / Date:** 171606D / 07-May-19

---

**Musco Sports Lighting, LLC. ©1981, 2019 Musco Sports Lighting, LLC.**
<table>
<thead>
<tr>
<th>QTY</th>
<th>LOCATION</th>
<th>SIZE</th>
<th>GRADE ELEVATION</th>
<th>MOUNTING HEIGHT</th>
<th>LAMP TYPE</th>
<th>QTY</th>
<th>THIS GRID</th>
<th>OTHER GRIDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>F1-F2</td>
<td>70'</td>
<td>-1</td>
<td>14.5'</td>
<td>LED 5700K - 75 CRI</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>29'</td>
<td>2.0</td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
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<td>69</td>
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<td>LED 5700K - 75 CRI</td>
<td>1</td>
<td>0</td>
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<tr>
<td>1</td>
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<td>2'</td>
<td>17.5'</td>
<td>LED 5700K - 75 CRI</td>
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<tr>
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<td>2.0</td>
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<tr>
<td>1</td>
<td>F4</td>
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<td>5'</td>
<td>35'</td>
<td>LED 5700K - 75 CRI</td>
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<td>75'</td>
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<tr>
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<td>39</td>
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</table>

**My Project**

Name: Friendship Charter School Football Stadium  
Location: Washington, DC

**Grid Summary**

Name: 150’ Spill  
Spacing: 30.0’  
Height: 3.0’ above grade

**Maintained Illumination Summary**

<table>
<thead>
<tr>
<th>Entrie Grid</th>
<th>Scan Average</th>
<th>Maximum</th>
<th>Minimum</th>
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<tr>
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<td>0.0202</td>
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<td>0.00</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No. of Points</th>
<th>66</th>
</tr>
</thead>
</table>

**Luminaire Information**

Luminaire Type: TLC-BT-575 / TLC-LED-1500  
Design Usage Hours: 10,000 / 10,000 hrs  
Design Lumens: 52,000 / 160,000  
Avg Tilt Factor: 1.000  
Add'l Non-Rec LLF: 1.000  
Recoverable LLF: 1.000  
Total LLF: 1.000  
No. of Luminaires: 35  
Avg KW: 43.21 (43.21 max)

**Field Measurements:** Illumination measured in accordance with the IESNA RP-6-15 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the Musco Control System Summary for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.
<table>
<thead>
<tr>
<th>QTY</th>
<th>LOCATION</th>
<th>SIZE</th>
<th>GRADE ELEVATION</th>
<th>MOUNTING HEIGHT</th>
<th>LAMP TYPE</th>
<th>QTY / POLE</th>
<th>THIS GRID</th>
<th>OTHER GRIDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>F1-F2</td>
<td>70'</td>
<td>-1</td>
<td>14.5'</td>
<td>LED 5700K - 75 CRI</td>
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<td>0</td>
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<td></td>
<td></td>
<td></td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>F3</td>
<td>70'</td>
<td>2'</td>
<td>17.5'</td>
<td>LED 5700K - 75 CRI</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>1</td>
<td>F4</td>
<td>70'</td>
<td>5'</td>
<td>35'</td>
<td>LED 5700K - 75 CRI</td>
<td>3</td>
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<td>LED 5700K - 70 CRI</td>
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<td>1</td>
</tr>
</tbody>
</table>

| TOTALS | 39 | 35 | 4 |

---

**GRID SUMMARY**

Name: 150' Spill

Spacing: 30.0'

Height: 3.0' above grade

**MAINTAINED ILLUMINATION SUMMARY**

Max Vertical Footcandles

- Entire Grid: 0.21

- No. of Points: 66

**LUMINAIRE INFORMATION**

<table>
<thead>
<tr>
<th>Luminaire Type</th>
<th>Design Usage Hours</th>
<th>Design Lumens</th>
</tr>
</thead>
<tbody>
<tr>
<td>TLC-BT-575 / TLC-LED-1500</td>
<td>10,000 / 10,000 hrs</td>
<td>52,000 / 160,000</td>
</tr>
</tbody>
</table>

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the Musco Control System Summary for electrical sizing.

**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

---

**ENGINEERED DESIGN**

By: Zach Morris

File # / Date: 171606D 07-May-19

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**EQUIPMENT LIST FOR AREAS SHOWN**

<table>
<thead>
<tr>
<th>Pole</th>
<th>QTY</th>
<th>LOCATION</th>
<th>SIZE</th>
<th>GRADE ELEVATION</th>
<th>MOUNTING HEIGHT</th>
<th>LAMP TYPE</th>
<th>QTY</th>
<th>THIS GRID</th>
<th>OTHER GRIDS</th>
</tr>
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<tbody>
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<td>70</td>
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<td>14.5</td>
<td>LED 5700K - 75 CRI</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>29'</td>
<td></td>
<td>69</td>
<td></td>
<td></td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
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</tr>
<tr>
<td></td>
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<td>LED 5700K - 75 CRI</td>
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<td>6</td>
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</tr>
<tr>
<td>F3</td>
<td>1</td>
<td>F3</td>
<td>70</td>
<td>2'</td>
<td>17.5</td>
<td>LED 5700K - 75 CRI</td>
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</tr>
<tr>
<td></td>
<td>27'</td>
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<td>72</td>
<td></td>
<td></td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>72</td>
<td></td>
<td>72</td>
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</tr>
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<td>F4</td>
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<td>5'</td>
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<td>2</td>
<td>0</td>
</tr>
<tr>
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<td>35</td>
<td></td>
<td>35</td>
<td></td>
<td></td>
<td>LED 5700K - 70 CRI</td>
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<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>35</td>
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<td></td>
<td>LED 5700K - 70 CRI</td>
<td>8</td>
<td>8</td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTALS**

|            | 39 | 35 | 4 |

---

**MY PROJECT**

**Name:** Friendship Charter School Football Stadium

**Location:** Washington, DC

**GRID SUMMARY**

**Name:** 150' Spill

**Spacing:** 30.0’

**Height:** 3.0’ above grade

**MAINTAINED ILLUMINATION**

**SUMMARY CANDELA (PER FIXTURE)**

- **Scan Average:** 1207.0814
- **Maximum:** 4583.44
- **Minimum:** 117.71
- **No. of Points:** 66

**LUMINAIRE INFORMATION**

- **Luminaire Type:** TLC-BT-575 / TLC-LED-1500
- **Design Usage Hours:** 10,000 / 10,000 hrs
- **Design Lumens:** 52,000 / 160,000
- **Avg Tilt Factor:** 1.000
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**Installation Requirements:** Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

---

**ENGINEERED DESIGN**

**By:** Zach Morris

**File # / Date:** 171606D 07-May-19

---

**SCALE IN FEET 1: 120**
EQUIPMENT LAYOUT

INCLUDES:
- Football
- Pedestrian Walkways

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

<table>
<thead>
<tr>
<th>QTY</th>
<th>LOCATION</th>
<th>SIZE</th>
<th>GRADE ELEVATION</th>
<th>MOUNTING HEIGHT</th>
<th>LAMP TYPE</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>F1-F2</td>
<td>70'</td>
<td>-1</td>
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<td>1</td>
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<tr>
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<td>P2, P3, P5</td>
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<td>31'</td>
<td>LED 5700K - 70 CRI</td>
<td>1</td>
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</table>

TOTALS: 48

SINGLE LUMINAIRE AMPERAGE DRAW CHART

- Pole location(s) dimensions are relative to 0,0 reference point(s)
APPENDIX E
STORMWATER DETAILS