

Primary source of advice for Commissioners

# Advisory Neighborhood Commission Grant Instructions and Application Form

## **ANC Grants Overview**

Advisory Neighborhood Commissions (ANCs) are hyperlocal bodies composed of elected officials whose primary role is to consider a wide range of policies and programs affecting their neighborhoods. These include traffic, parking, recreation, street improvements, liquor licenses, zoning, economic development, police protection, sanitation and trash collection and the District's annual budget.

Each Commission receives an annual allocation of funds which they may expend "for public purposes within the Commission area or for the functioning of the Commission office, including staff salaries, Commissioner training, property liability insurance, legal expenses for Commission representation by an attorney licensed in the District before an agency, board, or commission of the District government, and nominal refreshments at Commission meetings."<sup>1</sup> Commissions may expend their funds both directly and indirectly through a community organization, and some have chosen to do so through sponsorships and grants. Regardless of the method or terminology used, the permissible use requirements for ANC funds remain the same.

While the primary function of ANCs is not the issuance of grants, their "expenditures may be in the form of grants . . . for public purposes within the[ir] Commission area."<sup>2</sup> Whether through a grant, sponsorship, or any other process, ANC expenditures are limited to the two areas defined in the D.C. Code and the same basic tenets applicable to the more traditional grant process.

While ANCs are not required to give community grants, the D.C. Official Code states that ANC "expenditures may be in the form of grants . . . for public purposes within the[ir] Commission area."<sup>3</sup> The basic rule that applies is that such grants cannot be used for the general support of organizations requesting grants. Most importantly, the funds must promote a **public purpose** "benefit[ing] persons who reside or work within the Commission area."<sup>4</sup> The law defines public

<sup>&</sup>lt;sup>1</sup> See: D.C. Official Code § 1-309.13(I)(1)

² Id.

<sup>&</sup>lt;sup>3</sup> Id.

<sup>&</sup>lt;sup>4</sup> D.C. Official Code § 1-309.13(m)(1)

purpose as one "that benefits the community<sup>5</sup> as a whole and is <u>not done for the primary</u> <u>purpose of benefitting a private entity</u>."<sup>6</sup>

Please review OANC General Guidance No. 2023-006 "Advisory Neighborhood Commission Guidance on Grants, Sponsorships, & Spending for Public Purposes" on the OANC Website for additional information related to permissible uses of ANC Grant funding.

### **Instructions & Guidelines**

- Fill out the application form beginning on page 4 in its entirety. The absence of information will delay review and processing of an application and may result in a rejection of the application.
- Only organizations may make grant requests. The organization must propose to provide services, public in nature, that will <u>primarily benefit persons who reside or work within the granting ANC area</u>. However, the services may not duplicate those already performed by the District government of within the authority of the District government to perform.
- The completed application <u>must be submitted</u> to the ANC and <u>to the Office of Advisory</u> <u>Neighborhood Commissions</u> (OANC) at oancs@dc.gov.<sup>7</sup> Failure to submit a copy of the application to the OANC will delay review of the application and may result in disapproval of the application.
- The completed application must include the following information by law:
  - 1. A description of the proposed project for which the grant is requested;
  - 2. A statement of expected public benefits (please clearly communicate how the funding will primarily benefit the people who live and work in the ANC area issuing the grant);
  - 3. The total cost of the proposed project, including other sources of funding, if any, with a description of what the expenditures the ANC money will be used for; and,
  - 4. An accounting by the grantees of the expected overhead costs the grantees will incur in carrying out the grant. <u>No ANC shall provide a grant for which the grantee estimates</u> <u>that the overhead costs would exceed 15% of the entire grant amount</u>.
- Applicants must <u>provide a detailed budget</u> of their project or program clearly identifying how ANC funding will be used.
- The ANC may not award a grant except pursuant to a majority vote of the ANC at a public meeting following a public presentation of the grant request.

<sup>&</sup>lt;sup>5</sup> "Community" means those residents who reside within a Commission area. D.C. Official Code § 1-309.01(2)(c)(2B)

<sup>&</sup>lt;sup>6</sup> D.C. Official Code § 1-309.13(m)(2)

<sup>&</sup>lt;sup>7</sup> See: D.C. Official Code § 1-309.13(m)(2)

- Payment of grant awards must be supported by documentation, including vouchers, grant request letter or proposal, paid receipts, and minutes of the meeting in which the Commission approved the grant.
- All funds granted must be used in a manner consistent with the grant application approved by the Commission. Within 60 days after a grantee receives the grant award, and every 90 days thereafter during the life of the grant, the grantee must forward to the Commission a statement as to the use of the funds.

**NOTE:** The OANC is required to maintain a list of prohibited grantees and may disallow grant expenditures by ANCs which provide grants to any past grant recipient on the list that used grant funds contrary to the associated grant agreement!

### **Examples of Grants That Are Allowed**

To Neighborhood civic associations or non-profit organizations, for projects or activities of a public nature that primarily benefit the Commission area.

To Parent Teacher Organizations (PTOs), Charter Schools, or private institutions for community events.

#### **Examples of Grants That Are Prohibited**

Awards for non-public purposes or where services are provided for personal gain.

Awards to an agency or program funded by the District government or duplicative of a government service.

Awards where funds will be used to purchase food or entertainment.

Awards directly to DC Public Schools.

Awards supporting fundraisers. ANCs are not permitted to solicit funds. Additionally, the primary beneficiary of fundraisers are the organizations or causes identified as the beneficiary of the fundraiser and not the people who live and work in a Commission area.

Awards to an individual. Such an award does not have to be to a specific individual, but where the beneficiary is a specific individual or group. This includes awards for cash prizes, stipends, or equipment not available for use by the general public.



Primary source of advice for Commissioners

## OANC Form 100 – Advisory Neighborhood Commission Grant Application

1. Date of Application

2. Date of Project or Activity

4/3/2024

5/1/2024

3. Which ANC is the recipient of this application? ANC 3C

4. Title of Grant or Name of Event/Project

Normanstone Valley Invasive and Overgrowth Management

5. Project start date?

Project end date?

Not for profit

3/1/2024

2/28/2025

6. Applicant Organization Name and Address, and current source of funding

Organization name & address: Woodland Normanstone Neighborhood Association c/o Amy Weinstein, Treasurer, 3005 Normanstone Drive, NW, Washington DC 20008; Organization current source of funding: annual dues and individual contributions from neighborhood residents

7. Is the organization or group a 501(c)(3)?

⊠Yes

□No

(If yes, please answer the following questions)

- When was the incorporation date? March 23, 1989
- Is the incorporation for profit or not for profit?

EIN#: 52-1618613

Please provide a list of board members:

Marianne Steiner, Gin Bell, Amy Weinstein, Nancy Bryant, Alycia Heinsen, Jane Slatter, Allie Conn, Nick Hazelton, Wright Sigmund, Allie Conn					
8. Primary Project Contact Name	9. Title				
Amy Weinstein	Treasurer				
10. Address (if different from above)					
Click or tap here to enter text.					
11. Telephone	12. Fax				
202-445-8596	Click or tap here to enter text.				
202-443-0330	enter of tup here to enter text.				

13. E-mail Address

aweinstein@esocoff.com

14. Please list prior experience of primary project contact with similar projects.

Woodland Normanstone Neighborhood Association (WNNA) has worked over the last five years to manage the invasive plant growth in the neighborhood's Normanstone Creek Valley. Prior to that, WNNA coordinated closely with DDOT for their design and implementation of the restoration of the Normanstone/Fulton road, sidewalks and stormwater management facilities. WNNA continues continues to work with DOEE and DDOT for the maintenance of the stormwater facilities and other creek related projects. Amy Weinstein, Treasurer, has been WNNA's chief representative in all of these projects. She is an architect and urban planner, and very familiar with civil engineering principles and landscape architecture. Amy also led a pilot initiative with Rock Creek Conservancy to manage invasives in the creek valley, and has since worked with Shorb Landscaping to create and implement a comprehensive plan to manage invasives and overgrowth. Amy has over 40 years of experience designing and managing large scale indoor and outdoor projects in the District of Columbia.

15. Description of Proposed Project/Activity (continue on separate sheet of paper if needed)

In 2017, DDOT and DOEE rebuilt the roadways and sidewalks and installed a stormwater management system throughout Normanstone Creek Valley, along Fulton Street and Normanstone Drive between 34th Street and Rock Creek Drive. However, DDOT and DOEE had not allocated a maintenance budget to maintain this area. In the last year, DOEE had obtained some funding to maintain the stormwater management swales, but DDOT is not able to maintain the areas adjacent to the bioswales, sidewalks, and roadways. As a result, invasives, overgrowth and falling trees have created safety hazards for drivers and pedestrians. By early summer, the sidewalk becomes impassible and visibility for drivers is impaired. This area is used as a major traffic thoroughfare and a walking area by residents across the ANC. Following an unsuccessful pilot project in 2021-22 to treat the invasives, in 2023 WNNA sought out new solutions to maintain the area and has engaged a private contractor that offered the most comprehensive and economical plan to remove invasives & overgrowth to keep the sidewalks clear and the invasive plant overgrowth under control. See attached scope of work in the Shorb proposal.

16. Projected Total Cost \$10,		),450		17. Amount Requested		\$3,483.00	
18. Amont of Overhead Co	osts \$0	1					

19. How are Overhead<sup>8</sup> Costs calculated?

We are not seeking reimbursement of overhead costs.

20. Other Sources of Funding (be specific, provide names/continue on separate sheet)

<sup>&</sup>lt;sup>8</sup> Project Overhead refers to the costs of a project that an organization incurs indirectly – also called indirect costs. These expenses cannot be directly attributed to one project, but instead are costs related to running the organization and therefore apply to all projects the organization completes.

WNNA has received voluntary contributions from individual residents who reside within the boundaries of the Woodland Normanstone Neighborhood Association. We are requesting the grant to cover one third of the total project cost. This reflects our understanding that at least one third ( if not more) of the pedestrian and vehicular traffic in the Valley comes from residents who reside outside the boundaries of the WNNA.

21. Applicants must submit a detailed budget of their proposed project or event. Does your budget clearly identify the purposes for which you are seeking ANC funding?

⊠Yes □No

21. Statement of Community Benefit (detailed description of project or activity and how it primarily benefits the people who live and work in the ANC area (continue on separate sheet)

Across the ANC community, the Normanstone Creek Valley is a popular place for walking, jogging, biking, dog walking, and enjoyment of nature and fresh clean air. By keeping the invasive plants under control, residents can safely use the sidewalks in lieu of walking in the roadway itself. In addition, drivers will have greater visibility. Reducing invasives and overgrowth will also help to maintain the health of this important urban forest that benefits all residents of the ANC area.

22. Please explain how this project does not duplicate services provided by the DC Government

DDOT does not provide ongoing maintenance of the invasives and overgrowth along the sidewalk and road edge. (DOEE has recently secured funding for maintenance of the stormwater management swales along the side of the road and these areas are excluded from our project.)

23. How will success of this project/event be measured and documented (i.e. number of participants, outcomes)?

WNNA will oversee the landscape contractor (Shorb) in doing the invasive removal and will monitor the area to ensure the sidewalks and visibility remain clear and safe for vehicles and pedestrians. In addition WNNA will be monitoring if the growth of invasives is reduced over time to improve the health of the urban forest and reduce treefall. Over the longterm, once invasives are under control we aim to plant natives species that will restore and sustain the viability of the natural landscape to reduce maintenance required.

24. Are any permits or consents required for this project?

□Yes

⊠No

25. If permits or consents are required, have they been obtained?

 $\Box$ Yes

□No

26. Have you requested an ANC Grant before?

□Yes ⊠No

(If yes, please answer the following questions)

- When was the previous request? X
- Did the ANC grant or deny the request?

Click or tap here to enter text.

• How much money or in-kind services was requested?

Click or tap here to enter text.

### 27. Statement of Good Faith

By signing below, I certify that the information provided in this application is true and correct to the best of my knowledge and belief and understand and agree that I have a continuing obligation to advise the OANC and ANC if there is any change in circumstances. I also understand that use of funds for non-permissible uses may result in the loss of funds to the ANC and that grant funds unused at the end of the project or used contrary to the grant request, must be returned to the ANC.

Marianne Steiner

Signature

Marianne Steiner	President, WNNA	4/3/2024
(Print Name)	Title	Date
	(For OANC/ANC use only)	
Data received:		
Date received:		
Date approved:		
ANC Vote:		
Amount Granted:		
Comments:		



# Advisory Neighborhood Commission Grant Application Checklist

### Please review this list to ensure that your Grant Application is complete.

- $\boxtimes$  Did you provide all information requested on the application form?
- ⊠ Did you include a description of your proposed project?
- ⊠ Did you include a detailed and itemized budget showing all projected expenses?
- Have you **clearly stated the public purpose** -- how the use of ANC funds will primarily benefit the people who live and work in the ANC area?
- ⊠ If a recurring event, have you provided supporting documents, including financial statements, newspaper clippings, brochures, etc., in support of the grant application?
- □ Have you submitted the application to both the **OANC** (<u>oancs@dc.gov</u>) and the ANC for review?
- □ Have you scheduled a presentation before the ANC during a public meeting to review and vote on the application?



# Advisory Neighborhood Commission Grant Closeout Form

	GRANT INFORMATION
Grantee:	Click or tap here to enter text.
Grant Title	Click or tap here to enter text.
Date Awarded	Click or tap to enter a date.
Date Completed	Click or tap to enter a date.
Check #	Click or tap here to enter text.
Statement of Public Purpose	Click or tap here to enter text.

CHECKLIST				
Completed invoice statement	Complete a list of final expenditures and details about how the grant funds were spent in support of the community			
Receipts	Include all receipts for purchases made with grant funds			
Photos or other publicity (optional)	Please share materials for promotional purposes with the ANC if you would like them to share your work in the community			
Refund	Return any unspent grant funds to the ANC			
Copy of all materials to the OANC	Please submit copies of all materials to the OANC in addition to the ANC			

# Advisory Neighborhood Commission Grant Closeout Form Continued

# Signature

Click or tap here to enter text.	Click or tap here to enter text.	Click or tap to enter a date.
(Print Name)	Title	Date



Naturally Elegant Properties Since 1994

10518 Warfield Street, Kensington, MD 20895-2424 PHONE: 301-897-3503 FAX: 301-897-2967 ShorbLandscaping.com

January 18, 2024

.

To:	Amy Weinstein Woodland Normanstone Neighborhood Association aweinstein@esocoff.com	Proposal By:	Ted Pleiman 301-641-5437 Ted.P@jsli.com
Property:	Woodland Normanstone Neighborhood Association 2740 34th St NW Washington , DC 20008	Customer:	Woodland Normanstone Neighborhood Association 2810 McGill Terrace NW Washington , DC 20008 aweinstein@esocoff.com

# Proposal: 16666 Grounds Management - M24 BiWeekly ( Fulton Street) 01/1/2024 - 12/31/2024

Thank you for the opportunity to offer our Landscape Maintenance Services for your property. For over 29 years, we have provided award winning services to hundreds of properties in your area. We take great pride in our client satisfaction, retention, and referrals.

Note: Maintenance is just for the area along Fulton street between 34th and 32nd . Area outlined by Woodland Normanstone Neighborhood Association . Bio-swales are not included .

### SERVICE

We will clean up debris throughout the property, edge and weed the beds, cut back perennials and prune ornamental plants as needed. We will apply hardwood shredded mulch and/or pine fines during the winter months. A refresh of hardwood shredded mulch will be applied in June/July. Please note that de-mulching is not included. Areas marked in Red in the map given will be mulched

DESCRIPTION

### **Summer Refresh of Mulch**

A light clean-up of the beds and refresh of hardwood shredded mulch will be done in June/July.

### Invasive Weed/ Plant Control , Edge, Prune, Police Grounds Bi- Occurs: x16 Weekly

Fulton Street and Adjacent Area Maintenance

Winter/Early Spring Cleanup and Mulching

- At the top of Fulton and 34th street to 32nd street and Fulton, remove weeds and invasive plant material adjacent to the bioswales and NPS land
- Remove weeds from the areas adjacent to the bio-swales. Bio-swales are not included in the invasive weed maintenance
- Line trim area along National Park service land that is not deemed DDOT/ Neighborhood association land, which is highlighted in Map given to contractor, these are the only areas where invasive weed control will take place are along Fulton Street
- Remove of weeds and invasives from both side of Fulton street between 34th and 32nd Streets
- No stumps, tree limbs, or naturally occurring tree debris will be removed
- Areas located along the sidewalk and bio-swales will be treated with a select herbicide. Note: Efficacy of herbicide will be limited by temperature and wind when applied , and will be applied during routine visits .

Note:

Several groupings of daffodils were planted in the Shorb work area in November 2023. Please refrain from mowing those areas until the leaves have died back.

Page 2 of 4

<b>Total Price:</b>	\$10,450.12		
Estimated Tax:	\$0.00		

TOTAL: \$10,450.12



#### Occurs: x1

### **PAYMENT SCHEDULE**

SCHEDULE (2024)	PRICE	SALES TAX	TOTAL
January	\$870.84	\$0.00	\$870.84
February	\$870.84	\$0.00	\$870.84
March	\$870.84	\$0.00	\$870.84
April	\$870.84	\$0.00	\$870.84
Мау	\$870.85	\$0.00	\$870.85
June	\$870.84	\$0.00	\$870.84
July	\$870.84	\$0.00	\$870.84
August	\$870.85	\$0.00	\$870.85
September	\$870.84	\$0.00	\$870.84
October	\$870.85	\$0.00	\$870.85
November	\$870.84	\$0.00	\$870.84
December	\$870.85	\$0.00	\$870.85
	\$10,450.12	\$0.00	\$10,450.12

Our price assumes there are no fees, dues, subscriptions, participation schemes etc. that contractor shall bear in order to receive payment other than standard credit card processing and de minimus bank transfer fees.

This agreement will automatically renew at the end of each term for a further term of 1 year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term. Any Price increases will be dislosed in writing 45 days in advance of the renewal date. This agreement can be terminated with 30 day notice at any time of the contract period and the account will be reconciled. The value of the individual services completed by JSLI will be totaled, and the sum of all payments made by the client will be subtracted from the total value of the work completed. The value or each service within this contract will be made available upon request. The Client will pay any positive balance at this time. If the balance is negative, JLSI will credit this amount against any outstanding balance for other work we have done, otherwise, JLSI will refund the client within 30 days of reconciliation.

ShorbLandscaping.propertyserviceportal.com

Submitted By: Ted Pleiman

I authorize this work, as denoted with my initials above. I have read and agree to the Contract Conditions.

Umy Weinstein

**Client's Authorizing Signature** 

2/28/2024

Date

1/18/2024

Date

### **CONTRACT CONDITIONS**

#### JOHN SHORB LANDSCAPING, INC (JSLI) AGREES TO:

- 1. PERFORM all work to the specifications of the Landscape Contractor's Association.
- 2. CONTACT Miss Utility prior to digging.
- 3. CARRY INSURANCE to include liability, property damage and Workman's Compensation in accordance to local law. Certificates of insurance are available upon request.
- 4. HOLD the FOLLOWING LICENSES: DC Pesticide Operators License #71101185, DC General Contractor # 410517000445
- 5. WARRANTY ALL PLANTS that we have purchased & installed to remain in good health for 12 months from the date of installation, unless otherwise noted. This warranty does NOT cover sod, seasonal flowers, transplanted material, nor plant material which has been damage beyond our control such as: drought, insects, disease, vandalism, extreme weather conditions (ice storms, wind storms, fire, etc.). This guarantee only applies to the plant material included in a job that has been paid in full.
- 6. MAKE PLANT REPLACEMENTS once, free of charge with the original species and original size of the warranted plant material, when the appropriate season permits.
- EXEND our WARRANTY for 3 ADDITIONAL YEARS provided that we are contracted to perform ongoing, weekly landscape maintenance services. This warranty can be transferred to future owners of this property who continue with our maintenance services without delay.
- 8. Honor the pricing for 90 days from when this proposal was submitted.

#### THE CLIENT:

- 1. Affirms that the work, as described on this proposal, IS ON THE CLIENT'S PROPERTY.
- 2. ASSUMES MAINTENANCE RESPONSIBILITY for all plant material, unless JSLI is providing ongoing landscape maintenance services. Responsibilities include, proper watering and prevention of disease and insect infestations. Watch our <u>VIDEO</u> on how to properly water your new plants.
- 3. Will NOT SOLICIT, hire or employ any JSLI employees, nor its subcontractors, nor any employee of a JSLI subcontractor.
- 4. Agrees to INDEMNIFY JSLI and hold JSLI HARMLESS for damage to property of others, including private and/ or public underground utilities, pipes, cables, conduits, etc., that have not been identified in advance of the work. The Client shall be liable for the cost of removing any obstructions which impedes our work, including rock, hard pan, compacted sub-soil, or other foreign material that were not made known to JSLI when this proposal was submitted.
- 5. AGREES TO OUR PAYMENT TERMS: All amounts not paid within 30 days of the bill date are subject to a financial charge of 24% per year (2% per month). The Client agrees to pay all legal fees and / or collection fees associated with collecting past due accounts. Payments made with Credit Cards are subject to a 2.5% convenience fee.

**DISPUTES** shall be referred to a USA&M in the county or city where the work is being performed, for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including all reasonable attorneys' fee, for having to compel arbitration or defend or enforce the award. In any dispute, JSLI's liability to Client is limited to actual damages only. In no event will JSLI be liable for any indirect, special, consequential, or punitive damages, or for loss of profits or loss of use, under any theory of liability, whether in contract, tort, strict liability,

Interpretation and enforcement of this agreement will be governed by Maryland law. Price assumes there are no fees, dues, subscriptions, participation schemes etc. that contractor shall bear in order to receive payment other than de minimus bank transfer fees.