

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

**MARIE TYVOLL and SHANNON HILLER-
WEBB,**

PLAINTIFFS,

v.

**SOUTHWEST NEIGHBORHOODS, INC., an
Oregon public benefit corporation,**

DEFENDANT.

CASE NO. 20CV35030

**Declaration of Shannon
Hiller-Webb**

Supporting Plaintiffs' Response
to Defendant's Motion for
Summary Judgment & Cross-
Motion for Summary Judgment

I, Shannon Hiller-Webb (she/her), declare as follows:

1. I am over the age of 18 and am a plaintiff in this action. Except as otherwise indicated, I make this declaration upon personal knowledge. If called to do so, I would testify truthfully as follows.

2. I am a small business owner in Portland of a consulting company called Prosperus that helps food and beverage companies grow in our region and am a Co-Founder of a local grocery chain, Green Zebra Grocery. I am also the President of my neighborhood association board, South Burlingame Neighborhood where I have lived for 37 years. I have spent over a decade on various Boards of Directors and Advisory Boards as well as helped assemble, support and manage corporate and non-profit

1 boards that include Travel Oregon, Young Mountain Tea, New Seasons Market and
2 the Oregon Food Bank.

3 3. I have always been engaged in various capacities volunteering in the
4 community and aided my neighborhood in a protracted environmental fight that
5 culminated in my neighbors asking me to join our South Burlingame Neighborhood
6 Association (SBNA) board in May 2018.

7 4. The SBNA President at the time asked me to become our
8 neighborhood's representative to the Southwest Neighborhoods Inc. (SWNI) Board
9 and I agreed to do so in an effort to understand how to be most effective in advancing
10 our neighborhood's interests with the City of Portland through our District Coalition,
11 SWNI.

12 5. When I joined the SWNI Board, I quickly learned that many at the table
13 on the board had been there for years—if not decades in some cases (for instance,
14 SWNI Secretary Janet Hawkins had been there for 13 years, the Former VP John
15 Gibbons had been there for 20+ years, and Don Baack had been there 20 years, based
16 on SWNI Board documents I have since reviewed) and they spoke in their own short-
17 hand, and there was a “language” to know when it came to Transportation and Land
18 Use issues. I chose to spend several months learning the “language,” the history of the
19 organization, the relationships and knowledge of the board so that I could participate
20 in a meaningful way in the future.

21 6. After several months, I began to take a stronger interest in participating
22 in areas that I saw I could be of benefit. First, the City of Portland was reviewing
23 Portland City Code section 3.96, the code that currently recognizes neighborhood
24 associations, and my Neighborhood Association was discussing equity and outreach.
25 As the SBNA representative to SWNI, I sought out the SWNI Equity Chair to learn
26 about Best Practices that could be applied to our work and learned there were not any
27 in place so worked together with her to draft them and bring them to the Equity

1 Committee and further to the SWNI board. In addition, the leadership at SWNI began
2 to recognize my interest in the Code Change and recruited me to be a part of a small
3 group tasked with responding to the City's position. This gave me access to
4 conversations that became unsettling and set me on a course to engage the board in
5 justice, equity, diversity, and inclusion training. I spent time in August 2019 into
6 September and October of 2019 working to pass Equity and Inclusion Best Practices
7 and a Racial Equity Policy. Ultimately, the Board was not receptive to my suggestions
8 and voted against receiving training. Throughout this Code Change engagement, I
9 was trusted to understand more of their machinations which helped me open my
10 eyes.

11 7. It was during this time that the board was provided financials that I
12 had some questions about. Namely, there was a \$10,000 line item I did not
13 understand, because it was listed as "SWNI Board" in the "restricted funds" portion of
14 the financial statement reserved for Neighborhood Association and Fiscal Sponsor
15 funds with restricted use. A true and accurate copy of the SWNI Board financials I
16 reviewed is attached to this declaration as **Exhibit 1**.

17 8. When questions were raised, I noticed some of SWNI's Officers and
18 Directors began behaving in ways I found strange.

19 9. First, the Board Treasurer Charlie Van Rossen gave an odd description
20 of the funds, referring to them as "magical money" and "seed money," and otherwise
21 providing no clarity about where they came from or limits to their use that would
22 justify being classified as "restricted." SWNI was recording its Board meetings on
23 video at that time and sharing them on YouTube. The link to the video showing
24 Treasurer Van Rossen's comments, which is consistent with my memory of that
25 meeting, is here (Van Rossen's comments run from approximately 1:06:12 to
26 1:09:20): https://www.youtube.com/watch?v=b_5xVxdgTAW&t=6607s.

1 10. My concerns grew when the Executive Director Sylvia Bogert agreed to
2 provide additional financial information requested at Board meetings, but she never
3 did, and when the Board also asked for additional financial training that, too, was
4 never provided.

5 11. I continued to do my own research and referred to the official Minutes
6 from the August 2018 SWNI Board Meeting (which I had not been able to attend),
7 and learned that the \$10,000 line item had previously been introduced by the Board
8 Treasurer Van Rossen as “legacy money.” A true and accurate copy of the Board
9 minutes I reviewed is attached to this declaration as **Exhibit 2**.

10 12. Then, at a later meeting, Treasurer Van Rossen, abruptly quit and
11 walked out in the middle of a board meeting. The link to SWNI’s recording of that
12 Board meeting, with Treasurer Van Rossen’s resignation happening around 1:53:15,
13 is here: <https://www.youtube.com/watch?v=Godblv76PqM>.

14 13. Following Treasurer Van Rossen’s abrupt departure, the board
15 subsequently hired him back to do its 990 taxes of the financials he just managed
16 (and it should be noted that we learned Charlie Van Rossen also served as SWNI
17 President Leslie Hammond’s personal CPA). When concerns around conflict of
18 interest and best practices were raised to the board about engaging Van Rossen’s
19 services, they nevertheless approved Van Rossen’s services over the other vendor(s)
20 presented. He was then replaced with a Treasurer, Lee Buhler, who was a SWNI
21 Board Officer present during the embezzlement (which I will discuss later).

22 14. Finally, I learned that the Executive Director, Sylvia Bogert, was
23 transferring unused taxpayer funds to the postage account line item in lieu of
24 returning grant funds to Civic Life as the contract stipulated. Per SWNI’s Board
25 minutes dated January 23, 2019, this was confirmed by SWNI’s then-Treasurer when
26 he explained that SWNI had a high credit card balance to purchase items in order to
27

1 not return unused funds to Civic Life. A true and accurate copy of those meeting
2 minutes is attached to this declaration as **Exhibit 4**.

3 15. My records request was seeking to understand many of these financial
4 anomalies, as it appeared to me that there were no checks and balances in place.
5 During this time, my resolve to get to the bottom of these questions was only
6 strengthened by tactics the Board was taking to remove or silence me in the process
7 of asking questions.

8 16. All that led to a former board member reaching out to share with me
9 that they had seen this tactic taken by the Board once before and they were successful
10 in removing the board member who had uncovered what this board member referred
11 to as “the embezzlement” and asked if I would like to speak with that person. I had no
12 knowledge of “the embezzlement” or any financial malfeasance and was interested in
13 learning more. I was introduced to Jim McLaughlin and he shared more about the
14 embezzlement in SWNI’s past and the tactics used to silence his ongoing inquiries -
15 tactics I was experiencing on a regular and ongoing basis.

16 17. After learning more about SWNI’s financial past from Jim McLaughlin,
17 I was left with more questions as a board member—in particular, how my current
18 questions about their financials may be informed by their past, what measures were
19 in place for good financial management, whether those measures were being
20 followed, and the like.

21 18. I had asked for information from SWNI leadership in my capacity as a
22 Board member and was never provided documents or answers. So, beginning in
23 January 2020, I began formally submitting public records requests for documents via
24 email and snail mail to Executive Director Sylvia Bogert and President Leslie
25 Hammond. I decided to try that route because I had been present in the SWNI office
26 in 2019 with Marie Tyvoll and Executive Director Sylvia Bogert when they had
27 handled a public records request from a community member, so I believed my formal

1 request would be handled in the same way. I had also made an email request in the
2 past for records and was told by Sylvia Bogert that they would be made available to
3 me. Ultimately, every request from 2019 onward was denied by President Leslie
4 Hammond, Executive Director Sylvia Bogert, and the SWNI board (assuming they
5 responded to my requests at all).

6 19. COVID began and SWNI began discussing applying for a PPP Loan.
7 They did so knowing that the three contracts that provided close to 100% of their
8 funding were intact at the same funding level as previous years and therefore not
9 experiencing hardship; especially not a hardship with respect to covering payroll
10 costs. This continued a pattern of questionable financial practices that escalated my
11 concern and responsibility to the organization.

12 20. SWNI proceeded to acquire the PPP loan without transparency to the
13 board. I say there was no transparency, because numerous board members asked to
14 see the full application and the claims being made on it, both before the application
15 was submitted and after the fact. That information was not provided to us.

16 21. I vehemently disagreed with the Board's decision to apply for a PPP loan,
17 for both moral and legal reasons. Moral, because SWNI had more than sufficient funds
18 to continue its operations, whereas many local businesses back in April 2020—right
19 after the physical distancing restrictions went into effect—had lost all of their revenue
20 stream, could not pay their employees, and were on the verge of and indeed some did
21 shutter their doors permanently. Legal, because my understanding of the PPP loan
22 program was that PPP funds were to be used for the purpose of meeting payroll
23 obligations and, given that SWNI had dedicated grant monies from the City and self-
24 protested adequate reserves to meet 3 months of payroll, I did not see how SWNI could
25 represent truthfully to the federal government that the PPP loan funds would be used for
26 that purpose.

1 22. In the months leading up to SWNI's acceptance of the PPP loan, I (along
2 with Ms. Tyvoll) had already been in contact with Civic Life about obtaining documents
3 related to the 2011 embezzlement. The then-Director of Civic Life, Suk Rhee, was not
4 aware of that embezzlement until after we told her.

5 23. In June 2020, we continued our conversations with Civic Life when
6 SWNI created a Citizen Engagement Allocation Program, with the idea that it would
7 move taxpayer-provided funds from Civic Life to a grant program that would create
8 an artificial COVID hardship. When the City learned SWNI was claiming that the
9 City supported this misrepresentation, Civic Life formally requested SWNI remove
10 any claims of endorsement and cease any movement of funds. Councilmember JoAnn
11 Hardesty at some point was also made aware, in her capacity as the Commissioner in
12 charge of Civic Life, that SWNI was seeking the PPP Loan. That led her to to have
13 SWNI be a topic of the upcoming ordinance providing another year of funding to
14 District Coalitions, and also asked for the SWNI's Executive Director to be available
15 to appear before council.

16 24. On July 9, 2020, Portland City Council withheld funds to SWNI
17 pending a forensic audit. The firm the City hired to conduct the audit, Marsh &
18 Minick, asked to interview me about my experiences with SWNI, and I agreed to (and
19 did) do so.

20 25. In November 2020, the audit came back with conclusions of troubling
21 financial mismanagement. Then, in March 2021, Portland City Council passed an
22 ordinance removing funding from SWNI and establishing new city-supported
23 services to SW neighborhoods.

24 26. Just before SWNI was defunded, its budget consisted of 85% funding from
25 the City, with the other 15% coming mostly from two other grants from Bureau of
26 Environmental Services (BES) and West Multnomah Soil & Water, and with a minor
27 percentage coming from direct community donations and advertising revenue.

1 27. Attached to this declaration as **Exhibit 3** is a true and accurate copy of a
2 contract that SWNI had with BES during fiscal year 2020 to 2021. I recall reviewing
3 SWNI's prior contracts with BES during my Board service, and those contracts did not
4 vary in any meaningful way from this one.

5 28. I remained on the SWNI board until March 24, 2021, when my
6 neighborhood association decided to leave SWNI due to ongoing financial liability
7 exposure and risks.

8
9
10
11 DATED: January 10, 2022

Shannon Hiller-Webb

Shannon Hiller-Webb

Southwest Neighborhoods, Inc. (SWNI)
Balance Sheet Prev Year End Comparison
As of July 31, 2019

| | <u>Jul 31, 19</u> | <u>Jun 30, 19</u> | <u>\$ Change</u> | <u>% Change</u> |
|--|--------------------------|--------------------------|-------------------------|----------------------|
| ASSETS | | | | |
| Current Assets | | | | |
| Checking/Savings | | | | |
| Umpqua Operations | 62,843.51 | 85,827.31 | -22,983.80 | -26.78% |
| Umpqua Restricted | 76,256.02 | 76,765.63 | -509.61 | -0.66% |
| PayPal Account | 100.00 | 0.00 | 100.00 | 100.0% |
| Events Change | 125.00 | 125.00 | 0.00 | 0.0% |
| Total Checking/Savings | <u>139,324.53</u> | <u>162,717.94</u> | <u>-23,393.41</u> | <u>-14.38%</u> |
| Accounts Receivable | | | | |
| Accounts Receivable | 96,443.56 | 17,102.83 | 79,340.73 | 463.9% |
| Total Accounts Receivable | <u>96,443.56</u> | <u>17,102.83</u> | <u>79,340.73</u> | <u>463.9%</u> |
| Other Current Assets | | | | |
| Prepaid Expenses | 1,107.36 | 1,107.36 | 0.00 | 0.0% |
| Total Other Current Assets | <u>1,107.36</u> | <u>1,107.36</u> | <u>0.00</u> | <u>0.0%</u> |
| Total Current Assets | <u>236,875.45</u> | <u>180,928.13</u> | <u>55,947.32</u> | <u>30.92%</u> |
| Fixed Assets | | | | |
| Accumulated Depreciation | -12,811.00 | -12,811.00 | 0.00 | 0.0% |
| Furniture & Equipment | 15,456.47 | 15,456.47 | 0.00 | 0.0% |
| Total Fixed Assets | <u>2,645.47</u> | <u>2,645.47</u> | <u>0.00</u> | <u>0.0%</u> |
| TOTAL ASSETS | <u><u>239,520.92</u></u> | <u><u>183,573.60</u></u> | <u><u>55,947.32</u></u> | <u><u>30.48%</u></u> |
| LIABILITIES & EQUITY | | | | |
| Liabilities | | | | |
| Current Liabilities | | | | |
| Credit Cards | | | | |
| SWNI Credit Card | 1,335.05 | 1,397.35 | -62.30 | -4.46% |
| Total Credit Cards | <u>1,335.05</u> | <u>1,397.35</u> | <u>-62.30</u> | <u>-4.46%</u> |
| Other Current Liabilities | | | | |
| Accrued Payroll | 12,938.97 | 15,134.95 | -2,195.98 | -14.51% |
| Payroll Liabilities | | | | |
| Retirement Accrual Payable | 463.73 | 5,539.20 | -5,075.47 | -91.63% |
| Total Payroll Liabilities | <u>463.73</u> | <u>5,539.20</u> | <u>-5,075.47</u> | <u>-91.63%</u> |
| Unearned Income | 63,232.03 | 3,749.23 | 59,482.80 | 1,586.53% |
| Total Other Current Liabilities | <u>76,634.73</u> | <u>24,423.38</u> | <u>52,211.35</u> | <u>213.78%</u> |
| Total Current Liabilities | <u>77,969.78</u> | <u>25,820.73</u> | <u>52,149.05</u> | <u>201.97%</u> |
| Total Liabilities | <u>77,969.78</u> | <u>25,820.73</u> | <u>52,149.05</u> | <u>201.97%</u> |
| Equity | | | | |
| OLD UNA | | | | |
| Transfers to/from unrestricted | -1,044.73 | -1,554.34 | 509.61 | 32.79% |
| Total OLD UNA | <u>-1,044.73</u> | <u>-1,554.34</u> | <u>509.61</u> | <u>32.79%</u> |
| Temp Rstd Net Assets | | | | |
| RS-Restricted Interest | 100.65 | 0.00 | 100.65 | 100.0% |
| RS-Board | 10,377.57 | 0.00 | 10,377.57 | 100.0% |
| RS-ACNA Community Events | 1,905.85 | 2,105.85 | -200.00 | -9.5% |
| RS-ANA General | 1,403.12 | 1,403.12 | 0.00 | 0.0% |

Draft Minutes
Wednesday, September 26, 2018 -7:00 pm
MAC Senior Center Rm 30

Minutes Submitted by Carol Porto, secretary

Announcement: Meeting recorded for minutes reference. File will be deleted when minutes are approved.

Attendance:

Officers: Leslie Hammond, John Gibbon, Sam Pearson, Carol Porto, Charlie VanRossen

Staff: Sylvia Bogert

Neighborhoods:

Sharon Keast (Arnold Creek)

Michael Kisor (Ashcreek)

Becky Lilliquist (Bridlemile)

Fran Laird (Collins View) excused

Tony Hansen (Crestwood) absent

Virginia Hendrickson (Far Southwest) excused

Dylan Lauzon (Hayhurst)

Don Baack (Hillsdale) absent

Jackie Phillips (Homestead)

Ron Burian (Maplewood)

Eric Levake (Markham) absent

Vacant (Marshall Park)

Martie Sucec (Multnomah)

Shannon Hiller-Webb (South Burlingame) absent

Nancy Seton (Southwest Hills Residential League)

Len Michon (South Portland)

Ryan Blum (West Portland Park) excused

Vacant (Multnomah Village Business Association),

Vacant (Hillsdale Business and Professional Association)

Committees:

Equity and Inclusion Committee: Laura Campos

Land Use Committee: Gary Runde excused

Parks & Community Centers Committee: Steve Mullinax

Public Safety Committee: Carol Porto

Transportation Committee: Dave Martin

Schools Committee: Maripat Hensel excused

Watershed Committee: Jill Gaddis

Guests: Kathleen McCulloch

Voting members 17

Call to order

Motion: Agenda approval

Moved: Sam

Second: Ron

Yes: 17

No: 0

Abstain: 0

Introductions

Motion: Minutes – Approve August 22, 2018 Minutes, STATUS: NOT PASSED

Move: Nancy

Second: Sam

Yes: 8

No: 0

Abstain: 9 Becky, Michael, Ron, Jill, Laura, Len, Jackie, Dave, Martie

Motion: Table Minutes Approval

Moved: John

Second: Carol

Yes: 17

No: 0

Abstain: 0

Minutes tabled because only 8 voting members voting.

Others abstaining since they were not at the previous meeting.

SWNI Executive Committee Report

- President's Report: Leslie Hammond
OCCL name change discussed, OCCL is in process of reorganizing. Meg Juarez is our temporary point person taking over for Paul.
- SWNI Treasurer Charlie VanRossen
 - August Treasurer's Report
\$10K restricted cash total amount vs restricted accounts total amount difference discussed - SWNI board owns this legacy money.
The Maplewood accounts can be combined. In June, NAs were asked to review their accounts for possible consolidation. SWNI had separated out these restricted accounts upon advice from a nonprofit attorney.
Donations to SWNI are tax deductible if they are not a purchase of goods.

SWNI Executive Director Report: Sylvia Bogert

There will be a \$1700 decrease in staff health insurance charges. Eric has had a great start on the job. The Candidates Forum event will not be pursued, we will promote the LWV forum. See Sylvia's report for more information. Volunteers are needed for the fall cleanup. Leslie suggests that each NA find 4 volunteers to help in 2 hour shifts.

Committees Reports:

- ***Parks & Community Centers:*** Steve Mullinax
Good news from PP&R came in that the last two parks with lead paint play equipment are Albert Kelly Park and Washington Park. These will be fixed by being fixed by mid-October. The Parks budget advisory committee has 2 SWNI members sitting for June 2019-2020.
- ***Public Safety Committee:*** Carol Porto
Oct 25th is the date of the Community Police Appreciation Reception. All are invited. Bring hats, gloves, scarves for police to distribute to those in need. The community policing model has changed recently for the city of Portland. We now have 3 people; SW Mark Wells, Sofia Chavier and Sarah Berkemeier instead of Jenni Pullen.
Commander Mike Krantz will attend Oct 4th committee meeting.

- ***Land Use Committee: John Gibbon***

Residential infill(RIP): The Planning commission is on track to approve that every developable lot would now be upzoned to allow four buildable units per lot, as opposed to just in the corner lots. The final work session is on Nov 28. What they are voting on is what they will send to Portland City Council on Dec 11. The hearing will be on Youtube. It is important for the NAs to get a good map and look. Joan Fredrickson is working on NA maps. If you want to see where the A overlays are in your NA, contact her. 8-9 NA reps attend the Land use committee meetings. This makes it hard to get information to and back from all the NAs. All NAs urged to get a rep to the committee meetings. RIP is ugly for us now.

Note: added after meeting: to find video: PSC YouTube channel

SW corridor : The Tualatin city council acted on the SW Corridor Plan. Washington county approved the LPA – the locally preferred alternative that includes the Taylors Ferry and West Portland Park variants as alternatives under study. We want them to be open to a stakeholder meeting. Tri Met approved the LPA from the steering committee and that Trimet will apply for the landuse orders for all jurisdictions. Trimet has backed off the Taylors Ferry alternative. An alternative to Taylors Ferry Option, called the Smith Proposal, was offered by Ashcreek. This has light rail remaining on Barbur Blvd to just before the freeway onramp and will veer off. Contact Michael Kisor for information on this. The Smith Proposal has less impact than other alternatives. John thinks the Smith Proposal and the West Portland Park alignment are still being considered.

- ***Transportation: David Martin***

Replacing the viaducts will impact Barbur activity. We think that PBOT may gain control over jurisdiction, but it is currently controlled by ODOT. Money from ODOT to supplement funds from PBOT and SW Corridor may now make it feasible to replace the viaduct structures. SWIM and Metro will attend Oct committee meeting.

- ***Watershed Committee: Jill Gaddis***

Oct 18th next meeting – committee will think about revisions to action plans. Jill met with Eric. Eric can help committee within the limits of his grant. Four members of the committee are working on the MS4 permitting.

- ***Equity and Inclusion Committee: Laura Campos***

Our condolences to Laura on the passing of her husband Paul Gleason. Equity is a hard issue. For example, Laura offered us a teaching moment. Joann Hardesty and Lorretta Swift, are two African American women running for a seat on Portland City Council. Advertisements do not even mention their names. This is an example of how African Americans are marginalized.

Committee discussed the man shot by PSU campus security. Movie Night and Cop-Out events are in progress.

- ***Schools Committee: Sylvia***

Please publicize the committee's event, Speak UP event on Oct 17. If anyone wants to help with the Code project, see Maripat. Committee is revising their action plan. Schools will partner with Equity Committee in March event.

See report.

Unfinished Business

Second reading.

- **Motion: Second Reading of SWNI Bylaw Amendment to change ONI to Office of Community & Civic Life (Civic Life) where it appears in the bylaws**

Moved: Carol

Second: Sam

Yes: 17

No:0

Abstain:0

Sylvia has made the change. Bylaws are up on the website. Please review.

- **Motion: Approve Multnomah NA Raffle request pending finance committee satisfaction.**

Moved: Martie

Second: Jill

Yes: 11

No: 4 Len, Sam, John, Michael

Abstain:1 Charlie

Information was presented to the Executive Committee. There were outstanding questions. MNA will present added information to Executive Committee. Donors will pay any amount between cost of car and monies raised by the raffle. SWNI will have no responsibility to the cost of the car and event costs. Raffle will use the SQUARE since Paypal does not allow lotteries. DOJ says that the guarantors can be reimbursed if monies are raised by raffle to pay for the car. DOJ timeline will fit. MNA will sell 600 tickets at \$100 each. Having a limited number is a good selling point.

Who is going to draft guarantee by MNA lawyer's firm? Board needs to look at the agreement.

Michael wondered if facilitating the raffle could be construed as supporting a political cause, which would put SWNI's 501c(3) status in jeopardy.

Does SWNI insurance cover this? Sylvia said we need to file a special events form, if there is a fee, it is \$100.

Budget item – SWNI contract labor 64 hours (8 hours for 8 weeks), goes over our budget – Is MNA going to cover cost of the 64 hours to cover. Yes. All expenses will be paid by MNA. If they don't have enough ticket sales, the guarantors will pay costs.

Raffle is open to all.

How do we guarantee the integrity of the drawing? Charlie suggests a third party totally independent to oversee.

MNA does not want to pay their lawyer to talk to their lawyer. John wants a timeline. He said MNA presented a reasonable timeline. John is not comfortable reviewing the document because he is on the board. John has talked with a firm that is willing to review documents for \$240/hr. MNA will pay for costs. SWNI will find someone to oversee the processes.

Note added after meeting: Not everyone can participate. People with conflicts of interest and some people involved with Multnomah NA or with SWNI cannot participate.

New Business

Motion: Approve fiscal sponsorship for SBNA/SBNET restricted account STATUS:
NOT PASSED

Moved: Sam

Second: Carol

Yes:

No:

Abstain:

Motion: Table this motion

Moved: Michael

Second: Jackie

Yes: 16

No: 1 Carol

Abstain: 0

Sylvia wants to help the NETs but considers this a pass through from one organization to another.

Motion: Table Executive Session

Moved: Michael

Second: Steve

Yes: 17

No: 0

Abstain: 0

Discussion: not enough voting members to approve Executive session minutes.

Announcements/Suggestions for the good of the organization

- LWV Voter Educator Forums: Tuesday, Oct 2nd and Oct 9; 7 pm at Multnomah County Board Room, 501 SE Hawthorne Blvd. Videos will be available on www.lwvpdx.org a few days or so after each forum.
- City Council Public Hearing on Thursday, Oct 4, Time TBA Re Affordable Housing
- City Council Public Hearing on Wed., Oct 10, Time TBA Re SW Corridor Steering Committee's Recommended Route and next steps
- SW Corridor Affordable Housing Information Session: Sat., Oct 13, 3 pm – 5 pm, at Markham Elementary School, 10531 SW Capitol Hwy

- Capitol Hwy Office Hours: Tues., Oct 9, 5:30 to 7:30 pm; Sat., Oct 13, 10:30 to 12:30; Thur., Oct 18, 5:30 to 7:30; Room 7 of the Multnomah Arts Center, 503-823-2827
- SWNI Schools Committee presents “Speak Up”: Wed., Oct 17, 6:15-7:45 pm, at Hillsdale Library, 1525 SW Sunset Blvd.
- Community Policing Reception: Thurs., Oct 25th, 6:30 pm, MAC Auditorium
- SWNI/Civic Life Small Grants Workshop: Mon., Oct 29, 2-3 pm, Room 7
- Crossroads Community Meeting: Mon., Oct 29 6 pm to 7:30 pm, Room 30
- Multnomah Trick or Treat Event: Tues., Oct 31, Time TBA
- SWNI Fall Cleanup: Sat., Nov. 3th, 9 am to 1 pm, Portland Christian Center

Adjournment

Meeting Reminders:

SWNI Public Safety –Thursday, Oct 4, 7:00 pm
 SWNI Newsletter Deadline- Monday, Oct 15, 5:00 pm
 7:00 pm
 SWNI Land Use – Tuesday, Oct 16, 7:00 pm
 pm
 SWNI School Committee– No Schools meeting in Oct
 7:00 pm
 SWNI Board –Wednesday, Oct 24, 7:00 pm

SWNI Parks – Thursday, Oct 4, 7:00 pm
 SWNI Transportation – Monday, Oct 15,
 7:00 pm
 SWNI Watershed - Thursday, Oct 18, 7:00
 pm
 SWNI Equity & Inclusion: Monday, Oct 22,

WATERSHED GRANT AGREEMENT
City of Portland, Bureau of Environmental Services

Agreement No.: _____

This grant agreement is between the City of Portland, Bureau of Environmental Services, hereafter called "City" or "BES," and Southwest Neighborhoods, Inc., hereafter called "Grantee," for education, outreach and community involvement for watershed projects in the Westside Willamette watersheds. The City's Project Manager is Colleen Mitchell. This agreement shall become effective on July 1, 2020, and shall expire, unless otherwise terminated or extended, on June 30, 2021.

The Grantee agrees to perform the actions and/or spend grant funds as described in PROJECT SCOPE. In return, City agrees to provide Grant Funds of up to \$73,000. Grantee agrees to perform the actions and/or spend grant funds in accordance with the terms and conditions of this Grant Agreement.

GENERAL PROVISIONS

1. Grant Award and Compensation

The Grantee agrees to perform the actions and/or spend grant funds as described in the PROJECT SCOPE below. In return, City agrees to provide grant funds up to the total amount identified in this agreement, on a reimbursement basis upon presentation of receipts. Payments shall be for expenses directly related to the project, and can include supplies, equipment, rentals and other expenses as agreed upon by City and Grantee. Grant Funds cannot be used for wages, or other activities outside of the Grantee's Project Scope without written approval from the City's Project Manager. All work must be completed and funds must be expended prior to the expiration date of this Agreement.

2. Billing and Payments

- (a) Grantee must submit to the City Project Manager an invoice that includes the following: Name and Address of Grantee, Contract Number, Date of Invoice, Project Name, List of items for payment (and corresponding receipts), List of tasks for which reimbursement request corresponds, and Total amount of payment request. All invoices must be submitted to City prior to the expiration date of this agreement. City shall not be responsible for payment of invoices received after that date.

- (b) If for any reason Grantee receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then City may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require Grantee to immediately refund to City the amount improperly expended, return to City any unexpended grant funds received by Grantee, require Grantee to fully refund any or all grant funds received, or any combination thereof.
- (c) Payments under this Agreement may be used only to provide the services or take the actions required under this Agreement and shall not be used for any other purpose.

3. Termination

- (a) Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, Grantee shall commence cure within the thirty (30) days, notify City of Grantee's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
- (b) No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- (c) Termination for Cause. Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by City. Grantee shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.

- (d) Penalty for Termination for Cause. If this Agreement is terminated for cause, City, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to Grantee.
- (e) Termination by Agreement or for Convenience of City. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

4. Changes in Anticipated Services

If, for any reason, Grantee's anticipated services or actions are terminated, discontinued or interrupted, City's payment of grant funds may be terminated, suspended or reduced. Grantee shall immediately refund to City any unexpended grant funds received by Grantee.

5. Subcontracts and Assignment

Grantee shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subgrantee or subcontractor, the Grantee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Grantee hereunder. The Grantee agrees that if subgrantees or subcontractors are employed in the performance of this Agreement, the Grantee and its subgrantees or subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

6. Independent Contractor Status

Grantee, and its contractors and employees are not employees of City and are not eligible for any benefits through City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

7. Work Product and Record

All work the Grantee performs under this agreement shall be considered a public record. City shall be provided a copy of data, brochures, documents, plans, copyrights, specifications, working papers and any other materials the Grantee produces in connection with this agreement. On completion or termination of the agreement, the Grantee shall deliver a copy of these materials to the City Project Manager, with final report.

8. Indemnity

- (a) Claims for Other than Professional Liability. Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting

from or arising out of the activities of Grantee or its subgrantees or subcontractors, agents or employees under this agreement.

- (b) Claims for Professional Liability. Grantee shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Grantee or its subgrantees or subcontractors, agents or employees in performance of services under this agreement.

9. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any action or suits involving any question arising under this Agreement between the City and Grantee, or out of work performed under this Agreement, shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts in the United States District Court for the State of Oregon.

10. Compliance with Laws

In connection with its activities under this Grant, Grantee and all persons, subgrantees or subcontractors performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes. If Grantee is a 501 (c)(3) organization, Grantee shall maintain its nonprofit and tax-exempt status during this Agreement.

11. Insurance

During the term of this contract, Grantee shall maintain in force at its own expense, each insurance noted below. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of this grant agreement. Failure to maintain this insurance shall be cause for immediate termination of this agreement by the City.

- (a) Workers' Compensation insurance. Grantee and all persons working under this agreement are subject employers under the Oregon workers compensation law and shall provide workers compensation insurance for all their subject workers. A certificate of insurance shall be attached to this agreement. If Grantee qualifies as a non-subject employer, this certification shall be maintained with this agreement as proof of that certification.
- (b) General Liability insurance. Grantee shall maintain general liability insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury, personal injury, and property damage, and aggregate limit of not less than \$2,000,000. It shall include contractual liability coverage, independent contractors protection (required if any work will be subcontracted), premises/operations, and products and completed operations for the indemnity provided in this Agreement. It shall provide that the City of Portland, and its agents, officers and employees are additional insured but only with respect to the services provided under this grant Agreement, and shall provide that coverage applies to claims between insureds on the policy. Grantee shall have all participants sign the Liability Waiver provided by BES.

Required X or Waived by BES:

- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non owned vehicles, as applicable. This coverage may be combined with the commercial general liability insurance policy.

Required X or Waived by BES:

- (d) On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from Grantee or its insurer(s) to the City.
- (e) Certificates of insurance. As evidence of the insurance coverages required by this agreement, Grantee shall furnish acceptable insurance certificates to the City at the time Grantee returns the signed agreement. The certificate will specify all of the parties who are Additional Insured, shall include a 30-day cancellation clause that provides that the insurance shall not terminate or be canceled without 30 days written notice first being given to the City, and shall provide that coverage applies to claims between insureds on the policy.

11. Project Scope

Westside Watershed Resource Center Manager Work Plan Fiscal Year 2020 - 2021

OUTREACH AND ENGAGEMENT: Recruit and involve Westside Portland residents and other stakeholders to increase public health through stormwater management, water quality protection, pollution prevention, erosion control, invasive plant removal and native plant landscaping.

- Conduct outreach via at least 10 online, web-based, or in person events such as open houses, workshops, presentations to neighborhood associations and communities of faith, watershed tours, tabling at community events, speaking engagements, and neighborhood events in addition to the Stormwater Stars workshops. Spread outreach amongst Southwest and Northwest geographies.
- Disseminate watershed information via 12 e-newsletters (500 recipients), 12 SWNI newspaper columns on watershed health and stewardship (9,300 hard-copies delivered to households, 700 digital copies), semi-weekly social networking updates (600 contacts), website updates, project brochures, and event flyers. Share information with Neighbors West-Northwest Coalition and Neighborhood Associations as appropriate.
- Manage Westside Watershed Tool Library. Maintain tools and equipment for check-out by community organizations and landowners.
- Respond to public requests for watershed technical information and referrals.
- Include one BES-produced, four-page insert in the SWNI newspaper for distribution.
- Develop educational interpretive signage for projects as time and funding permits.
- Keep a public presence at the Multnomah Arts Center for Westside Watershed Center information and referral. Maintain kiosk with current information.
- Continue to integrate equity and inclusion goals into the work of the WRC.

PRIVATE PROPERTY STORMWATER TECHNICAL ASSISTANCE AND SUPPORT:

Respond to public requests for watershed technical information and referrals. Support and promote actions that foster watershed health. Support stormwater management projects on private property, including tool loan and event promotion. Participate in landowner and community project requests as time allows.

CAPACITY BUILDING AND PROJECT DEVELOPMENT: Foster partnerships to further the goals of equity, build capacity for watershed restoration in SW Portland and NW Portland, and guide volunteers in developing cost- and time-effective projects.

PROJECT MANAGEMENT: Leverage funding and in-kind matches of volunteer time and resources to implement stormwater management, erosion control, and vegetation management projects. In all projects managed and developed by the Watershed Resource Center, at every project stage, WRC staff will prioritize equity, diversity, inclusion, and ensure that social justice values are a primary component of their decision-making, relationship-building, and project development.

Stormwater Stars Workshop Series: Support the work of project staff and contractors for workshop series (5-6 events) for landowners to reduce barriers to implementation and maintenance of best practices for managing rainfall and reducing runoff. Practices taught will be appropriate to all sites, including those with challenging sites (poorly infiltrating soils, and/or lacking an approvable stormwater discharge point). Support recruitment of SW and NW Portland landowners as demonstration project hosts. Support ongoing engagement of program alumni.

Partners: West Multnomah Soil & Water Conservation District, other contractors.

Funding Leveraged: Approximately \$30,000 total project funding, West Multnomah Soil & Water Conservation District (pending)

POST PROJECT MONITORING AND MAINTENANCE: Monitor, communicate with site owners and support maintenance activities necessary to sustain restoration project investments, including past Stormwater Stars workshop demonstration sites. Site include but are not limited to: SW 50th Drive, SW Bertha Court, Jackson Middle School SW 25th Ave, Colibri Chiropractic Clinic, Stephens Creek Crossing apartments, Woods Creek HOA, Fanno Creek Beaver Project, Multnomah Arts Center.

STEWARDSHIP PROJECT DEVELOPMENT

Serve as Westside Community Group Liaison. Participate in local and regional partnerships to optimize WRC resources and offerings. Collaborate with partner organizations for efficient application of time, resources and skills in landowner outreach, project development and implementation. Assist Friends and other community groups (watershed-related committees and partnerships, and referred community stewardship projects) with event promotion and project support as needed and as time allows. Provide Neighborhood Associations and other community groups with information about BES's and project partners' work as needed.

Regional Equity Partnerships: Participate in Intertwine, Center for Diversity and the Environment, or other regional coalition events to improve equity and apply best practices to WRC programs and services. Connect underserved communities in SW and NW Portland to

outreach WRC services and resources, build relationships, listen to community needs, and provide applicable resources.

PROGRAM ADMINISTRATION:

- Submit monthly report with monthly invoice to BES.
- Engage in strategic planning with the SWNI Board and BES.
- Track and submit annual report of program outcomes including number of projects, events and people served, funding applied for and received, plants installed, invasive plant area, and runoff reduced. Submit annual WRC report and narrative for City of Portland NPDES MS4 Compliance Report, documenting outcomes and success stories.
- Supervise interns, volunteers and temporary staff positions funded by outside grants to support WRC projects, including Stormwater Stars program staff.
- Prepare and submit grant proposals for outside partnership funds as appropriate; review with BES staff prior to submittal to granting agency.
- Prepare and oversee work plans for temporary staff positions or contractors funded through partners; review with BES staff prior to advertising.
- Document conference/event attendance in relation to WRC goals.
- Prepare annual work plan and quarterly project status updates for SWNI-WRC-BES check-in meetings.

| BES SWNI Westside Watershed Grant FY 20-21 | | | | | |
|--|--------------------|----------------------------|-------------------------------------|---|---------------------|
| Activity/ Expense | BES Funds | SWNI Matching Funds | WMSWCD Grant Funds Leveraged | Comments | TOTAL |
| Personnel | | | | | |
| Full-time Employee | \$63,076.00 | | \$30,000 | Includes employee at 36 hours week (wages 2.9% COLA), benefits, taxes, 2% Simple IRA) | \$ 93,076.00 |
| Materials & Services | | | | | |
| Project supplies, materials, equipment and professional services | \$ 4,000.00 | | | Plants, erosion control blankets, restoration tools, office supplies, workparty refreshments, contractors | \$4,000.00 |
| Local Travel | \$200.00 | | | | \$200.00 |
| Office Space Rent | | \$2,942.30 | | .25 of SWNI office space, \$245.19/mo | \$2,942.30 |
| Meeting Room Space for Open House, Meetings | | \$112.00 | | 4 hours of meeting space at \$28.00/hr | \$112.00 |
| Storage of WRC equipment and supplies | | \$750.00 | | .33% of Barbur Storage \$62.50/mo | \$750.00 |
| Copy Machine/Scanner/Fax | | \$1,000.00 | | CIT Lease = .20 copier, \$84/mo | \$1,000.00 |
| Education/Training | | \$100.00 | | SWNI Board offers \$100 per employee | \$100.00 |
| Regular full page in monthly newspaper | | \$7,200.00 | | Full page value = \$600 per month | \$7,200.00 |
| ONE 4-Page BES inserts in SWNI newspaper | \$2,400.00 | | | 4-Full pages x \$600 per page = \$2,400 | \$2,400.00 |
| Phone | \$324.00 | | | \$27 per month | \$324.00 |
| Insurance (liability insurance) | | \$ 3,855.60 | | Liability insurance required by City of Portland | \$3,855.60 |
| Supervision | | \$5,000.00 | | SWNI Executive Director, staff supervision, grant management | \$5,000.00 |
| SWNI Administrative Fees | \$3,000.00 | \$2,000 | | Fiscal management and grant management | \$5,000.00 |
| Total Materials & Services | \$9,924 | \$22,959.90 | | | \$32,883.90 |
| Volunteer Labor | | \$15,258.00 | | Estimated 600+ vol. hours @ 25.43 per hr | \$15,258.00 |
| TOTAL | \$73,000.00 | \$38,217.90 | \$30,000.00 | | \$141,217.90 |

12. Project Representatives

Each party has designated an individual to be the formal representative for this project. All reports, notices, and other communications required under or relating to this grant agreement shall be directed to the appropriate individual.

BES

Name: Colleen Mitchell

Address: 1120 SW Fifth Ave., Suite 600
Portland, OR 97204

Phone: 503-823-5326

Email: Colleen.Mitchell@portlandoregon.gov

GRANTEE

Name: Sylvia Bogert,
SW Neighborhoods Inc.

Address: 7688 SW Capitol Hwy
Portland, OR 97204

Phone: 503-823-4592

Email: sylvia@swni.org

13. Counterparts; Electronic Means

This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement. The parties agree that City and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

GRANTEE SIGNATURES:

SOUTHWEST NEIGHBORHOODS INC. (SWNI)

BY: _____
Leslie Hammond, Board President

Date: _____

Contract No.: _____

Contract Title: Westside Watershed Education, Outreach and Community Involvement

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____
Bureau Director

By: _____ Date: _____
n/a
Chief Procurement Officer

By: _____ Date: _____
n/a
Elected Official

Approved:

By: _____ Date: _____
Office of City Auditor

Approved as to Form:

By: _____ Date: _____
Office of City Attorney



Southwest Neighborhoods, Inc.

Board Meeting
7pm, January 23, 2019
Multnomah Arts Center, Room 30
7688 SW Capitol Hwy

APPROVED

Attendance (24 total, 21 voting)

Board Officers

President: Leslie Hammond
1st Vice President: John Gibbon
2nd Vice President: Sam Pearson
Treasurer: Charlie VanRosen
Secretary: Carol Porto/excused

Committee Delegates

Equity: Laura Campos
Land Use: Gary Runde
Parks: Steve Mullinax
Public Safety: Carol Porto/excused
Schools: Maripat Hensel
Transportation: David Martin
Watershed: Jill Gaddis

Executive Director: Sylvia Bogert/excused

Guests: Sam Imperati, Maria Thi Mai and Susan King

Neighborhood Delegates

Arnold Creek: Sharon Keast
Ashcreek: Bruce Koester
Bridlemile: Becky Lilliquist/excused
Collins View: Fran Laird
Crestwood: Tony Hansen
Far Southwest: Virginia Hendrickson/excused
Hayhurst: Dylan Lauzon/excused
Hillsdale: Glenn Bridger
Homestead: Jackie Phillips
Maplewood: Stephan Lewis/for Ron Burian
Markham: Eric Levake/absent
Marshall Park: vacant
Multnomah: Martie Sucec
South Burlingame: Shannon Hiller-Webb/excused
South Portland: Len Michon
Southwest Hills: Nancy Seton
West Portland Park: Javier Moncada

Leslie called the meeting to order at 7:00pm.

Jackie MOVED:

Approve the Agenda. Second by Maripat.

Approved: Yes=20, No=1 (David), Abstain=0

David MOVED:

Update the agenda by adding a Transportation Committee motion concerning the Multnomah/Garden Home intersection. Second by Javier.

Approved unanimously: Yes=21, No=0, Abstain=0

After introductions, Jill MOVED:

Approve minutes from the December 24th, 2018 meeting. Second by Sam.

Approved, as revised: Yes=15, No=0, Abstain=6 (Nancy, Jackie, Stephan, Len, Javier and Charlie)

President

Leslie explained that Sylvia is absent due to eye surgery and shared a letter from Portland Bureau of Planning and Sustainability, denying SWNI's request to reopen the Residential Infill Project hearing before the Planning and Sustainability Commission.

1st Vice President

John announced he is planning an April SWNI board retreat and gave a SW Corridor update.

Treasurer

Charlie MOVED:

Approve SWNI's application for funding from West Multnomah SWCD to support the 2019/20 Stormwater Stars program. Finance Committee motion – no second.

Approved unanimously: Yes=21, No=0, Abstain=0

Charlie presented the financial statements as of December 31, 2018; Cash balance was \$177,134.72 and Equity was \$261,838.51. Net Income Jul-Dec 2018 was \$102,634.17.

Javier asked about the credit card liability of \$2,627.55 as of June 30 2018. Charlie explained the balance was high due to purchases made to use up grant funds by the end of the fiscal year.

Executive Director

Leslie reported for Sylvia with updates on the Civic Life Code 3.96 Update Project, an upcoming SWNI emergency preparedness event in March and the SWNI small grant program.

Transportation Committee

David reported that Rich Newlands from PBOT presented a preliminary design to the committee for the SW 26th, from Taylors Ferry to I-5 project.

There was discussion of a signal or traffic circle at the intersection of SW Garden Home and Multnomah Blvd. The City's stated lack of expertise with traffic circles led to the committee's motion. David MOVED:

SWNI to write a letter to PBOT requesting that they engage other municipalities and consultants who are experienced with traffic circles, including specific experience incorporating bicycle and pedestrian facilities at current and projected future volumes. Transportation Committee motion – no second.

Approved unanimously: Yes=21, No=0, Abstain=0

Watershed Committee

Jill reported newly acquired watershed maps dating back to 2006, including buildable lands and an explanation of acronyms can be found on the committee's website.

Equity & Inclusion Committee

Laura reported Ryan Curren from BPS will attend their next meeting to discuss SW Corridor Equitable Housing Strategy and the committee sees its role as setting up community discussions regarding the proposed South Portland and Town Center urban renewal areas.

Schools Committee

Maripat reported the committee has submitted a proposal for a SWNI grant. Four or five neighborhoods participate in the committee and they plan to continue as a standing committee.

Parks and Community Centers Committee

Steve reported on PP&R's construction of pollinator habitat in Gabriel Park and a new Portland Parks & Rec Free For All summer events policy that prohibits fundraising at events. Several board members stated it is not feasible for their neighborhoods to host these events without the ability to fundraise at them.

Land Use Committee

Gary announced their meetings will now start earlier, at 6:30 p.m. to allow 2 hours for their full agenda, including neighborhood reports and Auxiliary Short Term Rentals. Better Housing by Design is on hold. Gary read the Summary text from House Bill 2001 for discussion, then MOVED:

The SWNI Land Use Committee recommends that the SWNI Board take a position opposing HB 2001 (2019 legislative proposal) and that this position be communicated

Exhibit 4

in writing by January 28 to Speaker Tina Kotek, legislators whose districts include SWNI geography and Mayor Ted Wheeler. Land Use Committee motion – no second.

Talking points: The rationale for opposing this legislation is that it denies the opportunity for residents to fully participate in local decision making about land use issues including growth, environment, safety and the impact on neighborhoods in which they have invested and live. Maripat added infrastructure as a talking point.

Minority opinions: Glen thought it was too soon to take a position because it is the beginning of the legislative session and the bill will change. Stephan clarified system development charges would be levied, just not upfront.

Sam called the question to end discussion. No second.

Approved unanimously: Yes=21, No=0, Abstain=0

Approved. Yes=16, No=2 (Glenn, Stephan), Abstain=3 (Sam, John, Sharon)

Grant Committee

Jill MOVED:

Approve the Civic Engagement Small Grant Selection Committee members; Leah Klass, Mike Linman, Javier Moncada, Steve Mullinax, Patti Vincent and Michael Hyde. Second by Sam.

Approved. Yes=20, No=0, Abstain=1 (Maripat)

Executive Session

At 8:40pm, the board went into executive session to discuss the Dispute Resolution Committee recommendations, at which time the Arnold Creek Neighborhood Association representative and guests left the room. The board returned to regular session at 8:56pm.

Jackie MOVED:

Approve the Dispute Resolution Committee findings. Second by David.

Approved. Yes=17, No=0, Abstain=4 (Maripat, Sam, Sharon, Jackie)

9:00 pm meeting adjourned.

Next meeting is Wednesday, February 27th

Submitted by Sharon Keast

1 **CERTIFICATE OF SERVICE**

2 I certify that on **January 11, 2022**, I caused to be served a full and exact copy of the above
3
4 **Declaration of Shannon Hiller-Webb in Support of Plaintiffs' Response to Defendant's**
5 **Motion for Summary Judgment & Cross-Motion for Summary Judgment** via email to Simon
6 Whang (Simon@SimonWhangLaw.com) and Alan Kessler (AK@AlanKessler.Law). I further
7 certify that all parties have agreed to service by email under ORCP 9 G.

8
9 DATED: January 11, 2022

10 

11 C. Rian Peck (they/them)

12 OSB No. 144012

13 *rian@visible.law*

14 **VISIBLE LAW**

15
16 Attorneys for Plaintiffs Tyvoll & Hiller-
17 Webb
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