

**BYLAWS OF THE
COLLINS VIEW NEIGHBORHOOD ASSOCIATION**

ARTICLE 1 Purpose

Section 1 **Name of Organization:** Collins View Neighborhood Association ("CVNA").

Section 2 **Purposes of CVNA:**

- a. Enhance neighborhood livability.
- b. Provide an open process that enables all members of the neighborhood to become involved in the affairs of the neighborhood.

Establish and maintain open lines of communication with other organizations, such as SWNI and other neighborhood associations, as well as, with various city and regional government agencies.

- d. Perform all of the activities related to said purposes as well as have and enjoy all of the powers granted and engage in any lawful activity for which corporations may be organized under ORS Chapter 65.
- e. Be organized exclusively for educational, scientific and charitable purposes only. Notwithstanding any aforementioned statement of purposes or powers, this association shall not, except to an insubstantial degree, engage in any activity or exercise any powers that are not in furtherance of its specific and primary purposes.

Section 3 **Membership:** Membership in CVNA shall be open to all residents, property owners, governmental agencies, business licensees and nonprofit organizations located within the boundaries of CVNA as defined in Article VIII of these bylaws. Individuals who qualify for membership are deemed to be Members ("Member") of the CVNA.

Section 4 **Voting:** Any resident, property owner and business licensee located within CVNA's boundaries, who is 18 years of age or older, shall be eligible to cast one vote during attendance at any Annual, Special or non-Board Emergency meeting. One representative from each government agency and nonprofit organization located within CVNA boundaries shall have the same privilege as the residents mentioned above.

Section 5 **Non-Discrimination:** CVNA shall not discriminate against individuals or groups on any basis whatsoever in any of its policies, recommendations or actions.

ARTICLE II Funding

Section 1 **Dues:** CVNA shall not charge dues or assess membership fees. However, the organization may accept voluntary contributions. Activities to raise funds for CVNA use may be held if appropriate.

ARTICLE III Meetings

- Section 1 **Annual Meeting:** There shall be one Annual Meeting in May. Notification for all Annual Meetings shall require seven (7) days advance written notice to all Active Members of CVNA. *“Active member” is defined as one [a Member of CVNA] who has attended at least one of the two Annual or Special meetings of the membership.*
- Section 2 **Special Meetings:** The Chair of the Board of Directors as necessary may call a Special Meeting of the membership. Notification of the Special meeting shall be made with at least seven (7) days advance written notice to all Members of CVNA and to SWNI.
- Section 3 **Emergency Meetings:** Emergency meetings (“Emergency Meeting”) of the membership or the board of directors may be called by the Board as necessary. Notification of Emergency Meetings must specify in writing to all Members of CVNA the purpose(s) of the meeting and may be called with less than 24-hours advanced notice. Emergency Meetings shall be conducted within the geographical boundaries of the Collins View neighborhood. The minutes of the meeting must reflect the nature of the “emergency”. No other business may be discussed or acted on at an Emergency Meeting.
- Section 4 **Board Meetings:** The Board of Directors (“the Board”) shall meet quarterly, in the months of January, April, July and October of each year on the first Wednesday of the month., and at any other time the Chair may designate. These meetings shall be open to the public. However, only board members shall be entitled to vote. Decisions shall be made by majority vote. Directors shall be notified of board meetings either in writing or verbally via the telephone at least two (2) days in advance. A majority of board members, by signed petition, may call a Board or Special meeting.
- Section 5 **Committee Meetings:** A Committee chair, as necessary, may call a committee meeting. Notification of all scheduled committee meetings shall be communicated to the membership at the monthly board meeting and in the “Southwest Neighborhood News”.
- Section 6 **Agenda:** Subject to the approval of the Board of Directors, the Chair shall prepare the agenda for Annual and Special meetings of the membership. Any person may add an item to the agenda by submitting the item in writing to the Chair at least seven (7) days in advance of the membership meeting.
- Section 7 **Quorum:** A quorum for any Annual Meeting of CVNA shall be the number of Members in attendance. A quorum for any Special or Emergency membership meetings shall be the majority of Members present. Any Board meeting shall require a minimum of six (6) board members to constitute a quorum. Unless otherwise specified in these bylaws, decisions of CVNA shall be made by a majority vote of those Members present at any meeting.
- Section 8 **Participation:** All Annual, Special, Board or Committee meetings shall be open to the public. However only eligible Active Members are entitled to vote at the Annual Meeting. All actions or recommendations of the Annual and Special meetings shall be communicated to all affected parties.

- Section 9 **Procedures:** The CVNA shall follow *Robert's Rules of Order* (Revised) in all areas not covered by the bylaws.
- Section 10 **Open Meetings/Public Records Law:** Neighborhood Associations will abide by the open meetings/public records policy governing the neighborhood system as set forth in the operating ordinance.

ARTICLE IV Board of Directors

- Section 1 **Composition of Board:** The Board of Directors ("the Board") shall be composed of the following: Chair, Vice Chair, Secretary, Treasurer, SWNI liaison, chairs of standing committees, and neighborhood delegates listed in Article IX. Positions on the board may overlap. For example, an officer may be a delegate and chair of a standing committee, but there shall be only one vote per director. Each director shall hold office for a term ("Term") of one year from one annual meeting to the next for each position to which he/she is elected. Appointees shall fill out the remainder of the term and may be re-elected to subsequent one-year terms, until his/her successor has been duly elected or appointed to take office.
- Section 2 **Duties of Board Members:**
- a. **Chair:** The Chair shall: 1) prepare the agenda for meetings; 2) write the "Southwest Neighborhood News" column; 3) write the annual action plan and submit it to SWNI; 4) preside at all meetings of the board and membership; and 5) appoint members to fill vacant board positions and open committee assignments subject to majority approval of the Board, except for members of the Grievance Committee.
 - b. **Vice Chair:** The Vice Chair shall: 1) assist the Chair; 2) assume the responsibilities of the Chair in the event of the Chair's absence or inability to perform his/her duties; and 3) assume responsibility for addressing governance issues on behalf of the CVNA, including future revisions of the Bylaws.
 - c. **Secretary:** The Secretary shall: 1) keep minutes and written records of majority and minority opinions expressed at all meetings; 2) handle all correspondence of CVNA; and 3) make records of CVNA available for inspection for any proper purpose at any reasonable time.
 - d. **Treasurer:** The Treasurer shall: 1) receive and disburse CVNA funds; 2) open and maintain a bank account on behalf of CVNA; 3) submit a written reconciliation to the Board at each Annual Meeting and 4) complete any financial disclosure as required by various government entities. Any disbursement in excess of \$99.00, however, shall require the signatures of both the Chair and the Treasurer.
 - e. **SWNI Liaison:** The SWNI Liaison shall: 1) attend district coalition board meetings; 2) represent CVNA issues on that board; and 3) advise the CVNA board of SWNI issues and activities.

- f. Committee Chairs:** Committee chairs shall inform the Board and CVNA of all activities of their respective committees, make recommendations to the Board when official action is required, and c) notify SWNI of scheduled committee meetings.
- g. Neighborhood Delegates:** Neighborhood delegates ("Delegates") have two primary responsibilities: 1) to solicit concerns from the neighborhood and bring them to the Board for consideration and 2) to assist in the dissemination of information from the Board back to the neighborhood.

Section 3

Duties of the Board

- a. Management:** The business of CVNA shall be managed by the Board in the interim between annual meetings. The Board shall: 1) be accountable to CVNA members; b) seek the views of those affected by any proposed policies or actions before adopting any recommendation on behalf of CVNA; and 3) strictly comply with these bylaws.
- b. Vacancies:** The Board may fill any vacancy on the board or a committee by majority vote of the Board in cases involving absences by a board or committee member from three (3) consecutive meetings. A member appointed to fill a vacancy shall serve the remainder of the Term until his/her successor is elected or appointed.

ARTICLE V Committees

Section 1

Standing Committees

- a. Outreach Committee:** The Outreach Committee shall: 1) promote participation in CVNA activities and committees, 2) assist in notifying the membership of meetings, elections, events and other relevant matters of concern; and 3) assist SWNI to maintain and update membership/ mailing lists; and 4) pursue the outreach objectives of the CVNA Action Plan.
- b. Land Use:** The Land Use Committee shall: 1) review and respond to all land use notifications as appropriate; 2) conduct activities to pursue the land use objectives of CVNA Action Plan; and 3) participate in SWNI Land Use Committee.
- c. Parks:** The Parks Committee shall implement the parks objectives outlined in CVNA Action Plan pertaining to parks and recreational opportunities and participate on SWNI's Parks Committee.
- d. Crime Prevention:** The Crime Prevention Committee shall promote public safety by: 1) leading the Neighborhood Block Watch program; 2) conducting activities pursuant to the crime prevention objectives of the CVNA Action Plan; and 3) participating on the SWNI Crime Prevention committee.
- e. Transportation:** The Transportation Committee shall promote neighborhood livability and safety, by: 1) implementing the transportation objectives of the

CVNA Action Plan and 2) participating on the SWNI Transportation Committee.

f. Lewis & Clark College Liaison: The Lewis & Clark College Liaison ("College Liaison") shall establish and maintain working relationship with the leadership of the College. The College Liaison shall implement objectives of the CVNA Action Plan.

g. Riverdale School District Liaison: The Riverdale School District Liaison ("Riverdale Liaison") shall establish and maintain relations with the school district on all issues pertaining to the purpose of the association. The Riverdale Liaison shall implement objectives of the CVNA Action Plan.

Section 2 **Special Committees:** Special committees may be established by majority vote of the board or by the chairperson.

Section 3 **Grievance Committee:** The Grievance Committee shall consist of not less than three members elected by the general membership at the Annual Meeting or Special Meeting and shall abide by the Grievance Procedure described in Article VII. No member of this committee shall serve on the Board. The committee's responsibility shall be to hear complaints of persons adversely affected by decisions of CVNA and to make recommendations to the board and CVNA for resolution of the complaint.

ARTICLE VI Elections

Section 1 **Eligibility:** Only individuals eligible for CVNA membership shall be qualified to hold an elected or appointed position.

Section 2 **Board Members:** The board membership election will be held at the Annual Meeting. Nomination shall be taken from the floor. Elections require a majority vote of the membership present.

Section 3 **Standing Committees:** Elections of Standing Committee chairs shall be conducted at the Annual Meeting. Nominations shall be taken from the floor and shall require a majority vote of the membership present. The chair of each Standing Committee shall then call for volunteers to serve on his/her committee. If the number of prospective volunteers exceeds available committee slots, selection will be made via vote of the membership at the Annual Meeting. In the case of an insufficient number of volunteers, the Board will appoint candidates to fill vacancies.

Section 4 **Neighborhood Delegates:** Neighborhood delegates shall be nominated from the floor and shall require a majority vote of the membership present. The Board is authorized to fill the vacancies as they occur. Neighborhood delegate elections shall be held at the Annual Meeting each year.

Section 5 **Impeachment:** Any holder of an elected position may be removed and replaced by a two-thirds (2/3) vote of an Annual or Special Meeting.

Section 6 **Conflict of Interest:** Whenever a board member determines that he/she may have a conflict of interest concerning an item under discussion, he/ she must inform the either the membership and/or the Board that is considering the proposal that such

a conflict of interest exists and may elect to abstain from voting on the matter under consideration.

ARTICLE VII Grievance Procedure

- Section 1 **Person or Group Adversely Affected:** A person or group adversely affected by a decision or policy of CVNA may submit in writing a complaint to any member of the Grievance Committee.
- Section 2 **Receipt of Complaint:** Within seven (7) days of receipt of the complaint, the committee shall arrange with the petitioner a mutually acceptable place, day and hour for a review of the complaint, and will in writing, within thirty (30) days recommend a resolution of the grievance to the Board.
- Section 3 **Final Resolution:** The committee shall attempt to resolve the complaint and shall submit a report of their recommendation and/or action to the complainant, the Board and membership. If the committee, board and petitioner cannot reach agreement final resolution of the complaint shall be by vote of a majority of the membership at an annual or special meeting.

ARTICLE VIII Boundaries

- Section 1 **Boundaries:** Boundaries of CVNA shall be defined as follows: Beginning at the intersection of SW Taylor's Ferry Road and Terwilliger Blvd., southerly on Boone's Ferry Road to SW Palatine Hill Road, then southerly and easterly along SW Palatine Hill Road, including Lewis & Clark College, to SW Comus, then westerly through Tryon Creek State Park to SW Arnold, then northerly on Boone's Ferry Road, the to the western end of Maplecrest Drive, then northerly along 8th Drive to Taylor's Ferry Road, then easterly to Terwilliger Blvd. The boundary of CVNA shall run along both sides of the right of way and include all lots and cul-de-sac streets projecting from the above referenced boundaries. In areas where overlap with adjacent neighborhood association boundaries would occur, the CVNA boundary line shall run in the centerline of the right-of-way.
- Section 2 **Expansion of Boundaries:** The right of petition to be included within the boundaries of CVNA shall be guaranteed to residents of areas immediately adjacent to CVNA boundaries. A petition for inclusion shall contain signatures of at least a majority of those who would qualify as members of CVNA in the area sought to be included, and shall require a two-thirds (2/3) approval of the membership at a annual or special meeting.
- Section 3 **Change of Boundaries:** A change of boundaries for the purpose of clarification or simplification shall require a two-thirds (2/3) approval of the membership at an annual or special meeting.

ARTICLE IX Neighborhood Delegate Districts within Collins View: To insure that each portion of Collins View has fair representation on its board, we recognize the following delegate districts. The number of delegates is indicated in brackets.

Palatine Hill Delegate #1: District encompasses the northern segment of SW Palatine Hill Road ["PHR"] that abuts cemetery property from SW Boones Ferry Road ["BFR"] to SW View Point Terrace. It also includes SW Alice between SW 4th Avenue and SW View Point Terrace; SW 1st south of SW Alice; and SW 4th

Avenue, SW 3rd Avenue, SW 2nd Avenue, SW 1st Avenue and SW Brier Place between PHR and SW Alice. [1]

Palatine Hill Delegate #2: District encompasses SW Boones Ferry Road ["BFR"] between SW Alice and SW Collins Street and both SW Collins and SW Plum Street between BFR and SW 2nd Avenue. It also includes SW 4th Avenue, SW 3rd Avenue, and SW 2nd Avenue between SW Alice and SW Collins Street. [1]

Palatine Hill Delegate #3: District encompasses SW Palatine Hill Road ["PHR"] between SW View Point Terrace ("VPT") and Corbett Lane; SW Clara Mae Way; SW Orchid between VPT and PHR; the segments of VPT, SW Corbett and SW Kelly Avenue between PHR to SW Brugger Street. [1]

Palatine Hill Delegate #4: District encompasses segment of SW Palatine Hill Road ("PHR") between SW Corbett Lane and SW Palater Road; the segments of SW View Point Terrace, SW Corbett Lane and SW Kelly Lane between SW Brugger Street and SW Collins; and both SW Brugger Street and SW Collins Street between SW 2nd Avenue and PHR. [1]

Lewis & Clark Neighbors #1: District encompasses SW Terwilliger Place; SW Riverside Street; SW Hood Avenue; and SW Southridge Drive. [1]

Lewis & Clark Neighbors #2: District encompasses SW Palater Road, SW Palatine Hill between SW Palater Road and SW Comus Street, and SW Comus Street. [1]

Boone's Ferry Road: District encompasses segment of SW Lobelia Street and SW Primrose between SW Terwilliger Blvd. and SW Boones Ferry Road ["BFR"]; and SW 5th Avenue between SW Lobelia and SW Terwilliger Blvd. [1]

Maplecrest: District encompasses all SW Maplecrest Court and SW Maplecrest Drive west to Tryon Creek.. [1]

Sixth Avenue: 6th Avenue and Lucille: District encompasses SW 6th Avenue southwest of SW Terwilliger Blvd.; 6th Court; SW Lucille Street; and SW 8th Avenue spur off of SW Lucille. [1]

Lewis & Clark College: District encompasses the campuses of Lewis & Clark College and Northwestern School of Law. The institution will be represented by one staff person appointed by the administration and resident student selected by the student government. [2]

SW Terwilliger: This district encompasses all properties on SW Terwilliger between SW Taylors Ferry Road and SW 2nd Avenue. [1]

West Collins View: District encompasses SW Lobelia, SW Orchid and SW Alice between SW 8th Avenue and SW Terwilliger Blvd.; SW Primrose between SW 7th Avenue and SW Terwilliger; SW Plum Drive between SW 8th and SW Lobelia; SW 7th Avenue between SW Lobelia and SW Alice Street; SW 8th Avenue between SW

Lobelia and SW Plum Drive; and SW 8th Drive from SW Orchid south past SW Plum Drive. [1]

Fourth Avenue & Colony Drive: District encompasses SW Boones Ferry Road ["BFR"] between SW Terwilliger Blvd. and SW Palatine Street; SW 4th Avenue south of SW Boones Ferry Road; SW Alfred; and SW Colony Drive.

Ridge & Terwilliger: District encompasses SW Ridge Road between SW 2nd Avenue and SW Palatine Hill Road ["PHR"]; SW 2nd Avenue between SW Ridge Drive and SW Terwilliger Blvd.; and SW Terwilliger Blvd between SW 2nd Avenue and SW Palater Road.

ARTICLE X Privacy Policy

Section 1 **Purpose:** Protect the privacy of personal contact information gathered by the CVNA in the course of fulfilling its obligations under Oregon's state law governing public records and meetings.

Section 2 **Guidelines:** The CVNA is obligated under the Oregon law on public records and meetings to record the names, addresses, and phone numbers of meeting participants. The CVNA maintains a directory ("Directory") that captures contact information gathered from meeting sign-in sheets, as well as from survey forms and outreach activities conducted on behalf of the CVNA.

Use of the CVNA's Directory is restricted to furthering the interests of the Association; it may not be used for personal, political or commercial purposes. Any individual or organization seeking to use the Directory in order to communicate with CVNA membership may do so only upon obtaining written permission from either the Chair. In arriving at this decision the Chair shall determine whether or not the content and format of the specific communication furthers the interests of the CVNA.

ARTICLE XI Amendment of Bylaws: CVNA's Bylaws shall only be amended by vote of a majority of those Members in attendance at the Annual Meeting.

Amended May 2003

PROPOSED BOUNDARY DESCRIPTION
for
COLLINS VIEW NEIGHBORHOOD ASSOCIATION
BY LAWS
(As enacted May 3, 2006)

ARTICLE VIII

Section 1 BOUNDARIES: Boundaries of CVNA shall be defined as follows: Beginning at the intersection of S.W. Taylor's Ferry Road and Terwilliger Blvd., east on Taylor's Ferry to S.W. Boones Ferry Road, south on Boones Ferry along the boundary with Riverview Cemetery and following the boundary of Riverview Cemetery to the intersection of Palatine Hill Road and Palater at the northwest corner of Lewis and Clark College, east following the boundary of Lewis and Clark College to the Portland City Limits, following the Portland City Limits south then west along an irregular course to the intersection with Terwilliger Blvd. Extension, north along Terwilliger Blvd. Extension to the boundary between Tryon Creek State Park and Lewis and Clark (Northwestern) School of Law, west and south along an irregular course following the boundary of Tryon Creek State Park to Boones Ferry Road, north along Boones Ferry Road to approximately Arnold Street, east then north along the boundary of a parcel owned by Tryon Creek State Park to the northeast corner of that parcel, west to Boones Ferry Road (excluding from Collins View a parcel on the north west side of the parcel owned by Tryon Creek State Park), north on Boones Ferry Road, including two small triangular residential parcels to the west of Boones Ferry Road, to the north east corner of the portion of Tryon Creek State Park on the west side of Boones Ferry Road, west and north along the boundary of Tryon Creek State Park and other park land on an irregular course to Maplecrest, north and east along Maplecrest to a point directly south of the end of S.W. Plum, north to S.W. Plum including within Collins View the lot on Maplecrest directly south of the end of S.W. Plum, and along S.W. Plum to its intersection with S.W. 8th Drive, north on S.W. 8th Drive to 8th Avenue, north along 8th Avenue to it's end and contiinuing north along the first property line to the east of S.W. 8th Ave. to Dolph St., east on Dolph St. to 8th Ave, north on 8th Ave. to S.W. Taylor's Ferry, east along S.W. Taylor's Ferry to the starting point.