

# SWEDE HILL NEIGHBORHOOD ASSOCIATION

Date: April 21, 2024  
 Time: 5:00 PM  
 Location: Swede Hill Pocket Park, 907 East 14<sup>th</sup> St, Austin, TX 78702  
 Attendees, including Board Members: 5

Board Member Name	Attendance (circle one)
Arthur Anton, Treasurer	<b>Present</b> / Absent
Bruce Sheehan, At-large	<b>Present</b> / Absent
Emily Wade, Secretary	Present / <b>Absent</b>
Hunt Andre, At-large	<b>Present</b> / Absent
Kelsey Baldwin, Vice President	<b>Present</b> / Absent
Mike Tolleson, President	<b>Present</b> / Absent
Louisa Brinsmade, At-large	Present / <b>Absent</b>

## MINUTES

1. Member introductions (All Members)
2. Approve minutes of April 2, 2024 meeting (All Members)

Column 1	Column 2
Motion made	Approve April 2, 2024 minutes as written
Motion made by	Board Member Anton
Motion seconded by	Board Member Andre
Vote result, if vote taken	Yeas: 5
	Nays: 0
	Abstentions: 0
Discussion/notes	None

3. Authorize signing of engagement letter and retainer payment of \$500 to Winstead Law Firm for legal consultation fees related to Pinnacle Plaza Zoning Case (Board Member Tolleson)

Column 1	Column 2
Motion made	Approve: a) Ratification of Winstead Engagement Letter, having previously been executed by Board Member Tolleson; b) \$500 SHNA payment to Winstead Law Firm for Retainer Deposit; c) Winstead \$3,000 invoice submission to SHNA for final payment [\$2,500 net, after retainer-deposit]—to then be submitted to Pinnacle for reimbursement to SHNA; d) SHNA balance payment (\$2,500) to Winstead upon receipt of \$3,000 from Pinnacle; and e) Board Member Tolleson acting as guarantor in the unlikely event Pinnacle does not reimburse SHNA.
Motion made by	Board Member Anton
Motion seconded by	Board Member Baldwin
Vote result, if vote taken	Yeas: 5 Nays: 0 Abstentions: 0
Discussion/notes	Board Member Tolleson described legal relationships of Winstead to SHNA and SHNA to Pinnacle; Pinnacle's agreement to "reimburse SHNA for legal fees up to \$3,000"; and likely mechanics of final \$3,000 invoice—Winstead Law Firm to SHNA, SHNA to Pinnacle... and payment—Pinnacle to SHNA, SHNA to Winstead. Due to the unexpected obligation for SHNA to be "on-hook" for \$3,000 payment to Winstead if Pinnacle doesn't pay, and fact that SHNA's uncommitted-available funds are less than \$2,000, Board Member Anton suggested an edit to engagement letter that would obligate SHNA for payment if, and only if, Pinnacle pays as agreed. Board Member Tolleson explained he had already executed the Winstead Law Firm engagement letter for expediency and did not want to renegotiate and therefore he would act as guarantor of payment to Winstead in the unlikely event that Pinnacle does not pay SHNA.

4. Treasurer's report (Board Member Anton)

Column 1	Column 2
Motion made	None made
Motion made by	n/a
Motion seconded by	n/a

Column 1	Column 2
Vote result, if vote taken	n/a
Discussion/notes	Board Member Anton detailed remaining uncommitted funds in treasury amounting to \$1,928.96, not inclusive of just-approved \$500 payment to Winstead Law First for retainer-deposit.

### 5. Confirm date/time of next SHNA meeting and picnic (All Members)

- Meeting: May 7, 2024, 6pm, Carver Library
- Annual Picnic: May 19, 2024, 3-7 pm, Swede Hill Pocket Park

Column 1	Column 2
Motion made	None made
Motion made by	n/a
Motion seconded by	n/a
Vote result, if vote taken	n/a
Discussion/notes	n/a

### 6. Adjourn Meeting

Column 1	Column 2
Motion made	Adjourn meeting
Motion made by	Board Member Andre
Motion seconded by	Board Member Baldwin
Vote result, if vote taken	Yeas: 5 Nays: 0 Abstentions: 0
Discussion/notes	None