



Directors Meeting Agenda

Monday, May 1st, 2023, 2:00 p.m.

555 S 10th Street Luxford Studio

- I. Approval of Directors Meeting Minutes from April 17th 2023
- II. Mayor Presentation
- III. City Clerk: Agenda Advisories
 - i. No City Council meeting for May 29th – Observing Memorial Day
- IV. Director Presentations and Advisories
- V. City Council: Commissions, Committees, and Event Updates
- VI. Post-Meeting Council Members Calls to Directors
- VII. Adjournment

Next Directors Meeting – May 8th, 2023, 2:00 p.m.

Correspondence – Online for Review

- I. Directorial Correspondence
- II. Constituent Correspondence
 - i. Annexation – Miman Hunt
 - ii. Preemption – Melody Vaccaro
 - iii. Notice of Appeal of Ongoing White-Collar Crime – David Fiala
 - iv. Nuisance Fox Population in Lincoln – Todd Kalberg
 - v. 311 Thank you for calling City of Lincoln – Daniel Lopez

The Directors Meeting Agendas and Minutes may be accessed online at:
<https://www.lincoln.ne.gov/City/City-Council/Directors-Minutes-Agendas>

Lincoln city council

Enclosed is a copy sent to the planning department

The last time the annexation was voted
on, the city council voted it down, nothing
has changed

Its kinda strange the council and planning
department all work for the city and
all voted yes

Shuman Hunt
7201 Pine Lake RD

Planning Department city of Lincoln Lancaster county

I have lost confidence in city government.

You were shirking your obligation for not
having tankers ready to go, in the hands of LFD
at time of annexation

I give you a 'D' for your non planning.

It must be embarrassing to have S.E. rural
do a job LFD should be doing. It seems

money is more important than lives. I am

ninety years old, life doesn't get any easier.

I have no pension after 44 years with one company

and am to continue paying for bonds on Waverly school.

Herman Hunt

7201 Pine Lake RD

From: [Melody Vaccaro](#)
To: [Mayor](#); [Council Packet](#); [Jason Stille](#)
Subject: Preemption
Date: Sunday, April 23, 2023 9:09:13 AM

[+Captain Jason Stille](#)

Dear Lincoln City Government,

While I won't be at the capitol for the signing of the firearm preemption bill, as I've been banned from the capitol for life for my political speech, I hope you are able to attend. I hope you all remember how hard you made it to work with you. I hope you all remember that before guns were the #1 cause of death for American children, I came to you looking for partnership. The trend line was obvious and every rational person could see something more needed to be done. Since that time, and your inaction, gun violence has gotten worse for children in America.

I hope you all remember every roadblock you threw my way while I kept coming back, hoping that we could partner. I always stayed hopeful we could make the strongest case for both local public safety and Lincoln's children, while showing the public how important local policy is to public safety.

We're going to arm stalkers in Lincoln, people will no longer be criminals when they "innocently" bring guns into places for peace and healing like domestic violence shelters and drug rehab centers. Nobody will be required to report their stolen guns anymore. And locking up vehicles and hiding guns from plain sight in cars is no longer going to be the law of the land in a town people trust with their college students.

As our very low gun violence levels raise to match our red sister states like Missouri over the next few years, I want you to remember that you didn't do all you could as policy makers. You sat it out, hoping a miracle would occur and it did not.

Now your authority is gone, existing policy undone.

Melody Vaccaro (*she/her/hers*)
Nebraskans Against Gun Violence
[Nebraska Firearm Report](#)

From: [David Fiala](#)
To: ["Charles Wilbrand"](#); [Cheri L. Howard](#); [Lin Quenzer](#); [Mayor](#)
Cc: [Council Packet](#); [Michelle Jochum](#); [Steven Wiese](#); [Nicholas M. Champoux](#); [Patrick Condon](#); [Yohance L. Christie](#)
Subject: FW: Notice of Appeal of Ongoing White Collar Crime admissions under Mayor Baird's Protection
Date: Monday, April 24, 2023 4:33:29 PM
Attachments: [image001.png](#)
[image004.png](#)
[Praeipoe for Bill of Exceptions.pdf](#)
[Praeipoe for Transcript.pdf](#)
[Notice of Intent.pdf](#)
[April 6 2023 ORDER.PDF](#)
[Sharp MX-3610_20230424_141227.pdf](#)
[2023 Lawful Compliant Annual Financial Nonprofit Illustration.pdf](#)
[84th and Hwy 2 SE Nonprofit Association Financial Info 2008 to 2023.pdf](#)

Charles and Mayor Baird, and staff-supporters as public employees,

I'd like for you to clarify your demands, and confirm as needed with your law partners, such as Trev Peterson and provide this opportunity for you to explain your claims and actions, as well as verify with facts or evidence specific corrections that you don't agree with what is in this email.

First of all, there was a meeting at one of the 3 hotels in the Andermatt Development the Commercial Real Estate Development at 84th and Highway 2, at 8701 Amber Hill Ct., at the Americinn motel. A group of people, that we've asked for the minutes from this meeting a half dozen times from your group, and they are refused. But a group of people voted to "assess" us another \$162,000 with no discussion on the legal means for this demand other than the expressed group of people sitting in a room and deciding to pursue money from our business, Good Life Fitness, and ownership LLC or the lot at 8601 Amber Hill Ct. This additional \$162,000 was alleged to be due to your partners at Knudsen Law from the Mutual Benefit Nonprofit Nebraska Corporation named Prairie Lake Plaza South Business Association Inc. Your firm has been placing claims for legal fees payable to Knudsen law for many years now, but due via the Nebraska Nonprofit, with claims annual legal fees are due to your firm, whom had an admitted conflict with Mr. Korver and/or his partners the Suttons, but you moved forward bidding their direction toward harm to myself and my partners as targets that reported crime to authorities in 2018. This includes an alleged annual legal fee debt, as a local business owners in Lincoln annually, via a group of people sitting in a room and deciding to allege legal fees to Knudsen Law are owed annually, and then liens are placed upon this group of people that meet and decide a local small business owes them annual legal fees, and to pay to mow the Suttons-Korver's yards, however much they decide and vote to charge for any particular year. And your legal work is to file liens and foreclose on liens to take the title for our property and business away from us as a 13 year Lincoln Small Business that expects law enforcement to stop white collar crime in Lincoln.

Mayor Baird clearly supports this ongoing activity that is in the financial benefit of the Suttons-Korver and their Attorneys, based on several emails or in person communications with Cheri or Lin. The financial evidence speaks for itself, but Chuck, kindly respond with any differences to the attachments in regard to lawfully operating a mutual benefit nonprofit the way it was set up, where the cost share is based on the traffic study rules set forth in the annex agreement, and the expenses also set forth, that didn't include disclosures of Mayor Baird or Mayor Beutler's support for the Suttons-Korver appearing white collar criminal enterprise, that was running self-delt invoicing schemes and voting and directing the nonprofit to provide free services to themselves as a ten year board, and pay themselves much more money to their interests preying on small business and larger business owners as For Profit Nonprofit appearing scams. That includes legal fees to allege fraud and money owed annually for a small business victim whistleblowing to authorities, especially when it included City Employees helping with the fraud dating back to 2005.

Attached is three attachments you provided to me on Friday Chuck that illustrates efforts to continue to reinforce the impression of nonprofit liens for legal fees directed to you and your law partners since 2019, and your intent to want to foreclose on our property at 8601 Amber Hill Ct., while you continue to allege the annual fees you allege are due to the Eiger Corp and Knudsen partners, off the backs of Lincoln Small Businesses. Where the Mayor purports to be tough on crime, when she makes the crime possible in this instance based on our view, and I believe any prudent person that is provided the truth. A court denied you illustrated money was owed, and the ledger below is a ledger that shows we paid, under protest, over \$50,000 into a fraudulent nonprofit dues solicitation fraud, where we have been due a refund plus interest, while the Mayor and you Chuck believe we owe her supporter and your firm annual moneys and duties as an apparent racketeering organization, and if we don't pay the \$23-\$33k fraud demanded each year, then the promise then, and now is that more debt will be alleged, and your firms path has been to foreclose and try and steal our business and property from us. Which you appear to reinforce here today.

The fourth attached is evidence from the Public disclosure website where Suttons donate to the mayor, the 5th illustrates the actual duties of the nonprofit corporation that illustrates costs around \$30k annually, and our share, just as others shares are small for dues for this voluntary nonprofit. The last attached, and please confirm Chuck, including what you don't speak to agree

represents a history of financial activity, including intended for 2023, which is money to the Mayor's supporters, and Mayor's support back to protect this organization, PLPS, where \$44k goes to the bad guys, and \$38k is alleged to be for nonprofit expenses, but the \$162,000 vote on more legal fees assessed to us, I don't know what your organization's real exact accounting and goal is to harm us further than the past 5 years going back, to when we reported the crime as whistleblowers.

PLPS Member	Dues Amount	Year	Dues Paid	Internal Balance	Interest (10%)	Net Balance (Credit Balance)
FAA Properties	\$163	2016				
FAA Properties	\$1,958	2017	\$23,131	-\$21,173	-\$1,764	(\$22,937)
FAA Properties	\$1,958	2018	\$33,349	-\$54,328	-\$4,527	(\$58,856)
FAA Properties	\$1,958	2019	\$0	-\$56,898	-\$4,741	(\$61,639)
FAA Properties	\$1,958	2020	\$0	-\$59,681	-\$4,973	(\$64,655)
FAA Properties	\$1,958	2021	\$0	-\$62,697	-\$5,225	(\$67,921)
FAA Properties	\$1,815	2022	\$0	-\$66,106	-\$5,509	(\$71,615)
FAA Properties	\$1,815	2023	\$0	-\$69,800	-\$5,817	(\$75,617)

This is an email, my number is 402 434 2170 for anyone wanting to talk, answer questions, receiving more information, and especially acknowledge what we reported in 2018, that has gotten worse. White Collar Crime harming Lincoln Small Businesses, under the full support of Mayor Baird. Wilfull Blindness or willful ignorance is a crime folks, or supposed to be. The Journal Star supports this activity too, and ignores knowledge of it, based on reading the paper this morning.

David

David Fiala

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From: Charles Wilbrand <cwilbrand@knudsenlaw.com>

Sent: Friday, April 21, 2023 5:06 PM

To: dfiala@futuresone.com

Cc: Trev Peterson <tpeterson@knudsenlaw.com>

Subject: Notice of Appeal

Mr. Fiala,

Please see attached notices and praecipes that were filed in both CI 19-1010 and CI 20-1180 earlier this afternoon.

Chuck Wilbrand | Attorney

Knudsen Law Firm
WE HELP YOU DEAL WITH IT.

3800 VerMaas Place, Suite 200, Lincoln NE 68502

402.475.7011 | Fax 402.475.8912

cwilbrand@knudsenlaw.com | www.knudsenlaw.com

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Prairie Lake Plaza South Business
Statement of Activity
January 1, 2008 - January 2023 Assessed Budget

	Jan - Dec 2008	Jan - Dec 2009	Jan - Dec 2010	Jan - Dec 2011	Jan - Dec 2012	Jan - Dec 2013	Jan - Dec 2014	Jan - Dec 2015	Jan - Dec 2016	Jan - Dec 2017	Jan - Dec 2018	Jan - Dec 2019	Jan - Dec 2020	Jan - Dec 2021	Jan - Dec 2022	2023 PLPS Solicited Dues Under Eiger Control
Revenue																
CAM Reserves Utilized						27,583.09	11,770.55	8,111.69		23,767.96						
Finance Charges			702.43		1,752.15	1,043.39	1,695.88	164.13	596.89	-920.33	1,210.11					
JMCA Assessments	79,684.51	66,382.82	67,046.65	68,062.63	69,178.04	69,492.96	56,870.38	69,975.66	76,699.53	62,255.15	81,526.88	49,000.00	49,000.00	53,000.00	53,000.00	56,000.00
Expenditures																
Accounting		350.00	350.00	300.00	300.00	325.00	325.00	325.00	350.00	3,950.00	2,465.00	3,253.75	1,300.00	380.00	380.00	450.00
Bad Debt		10,028.60														
Bank Service Charge			5.00							60.00	60.00	36.93	3.00	22.00		
Electrical Repair	225.00	472.50	90.00	135.00	45.00	270.00	150.00	423.35	900.00	610.00	2,901.42					
Electricity	1,609.68	2,712.10	2,213.69	2,698.77	2,615.23	2,780.59	2,853.72	2,978.41	2,551.13	2,533.22	2,237.93	2,262.08	2,174.89	1,644.35	1,312.55	1,440.00
Fees		20.00				20.00		20.00		20.00						
Fertilizer & Chemicals	3,250.00	317.17	687.77	610.41	836.83	561.01	476.56	525.52	82.14	806.78	5,594.71	4,750.00	6,762.50	7,825.00	8,600.00	8,600.00
Fuel Surcharge	2,300.00															
Holiday Decorations	170.00	144.45	120.00	90.00	90.00	135.00	150.00	150.00	136.00	100.00		1,330.06	1,108.01	231.45	263.40	300.00
Insurance					2,200.00	250.00	250.00	250.00	250.00	1,856.00	1,445.00	1,403.00	1,381.00	1,402.00	1,420.00	1,500.00
Irrigation Repair				495.00	360.00	46,691.43	1,150.00	3,328.24	1,850.00	2,988.07	4,109.45			450.00	3,110.00	3,110.00
Landscaping/Trees	3,150.00	3,352.50	1,935.00	7,380.00	13,741.31	1,620.00	10,713.43	4,933.84	6,002.50	7,658.18	82.50	499.17	720.00	380.00		
Legal	116.31	271.22	19.50	801.64	1,358.83	388.98	3,652.37	170.00	476.07		8,488.28	49,713.94	53,075.80	68,281.09	56,621.00	33,600.00
Misc.												451.27	0.00	46.00		
Management Fees	6,420.73	6,384.72	6,739.20	6,381.50	6,526.90	12,302.48	9,439.42	9,907.36	7,438.34	11,453.44	4,925.43	13,983.95	13,361.73	15,727.94	13,713.17	10,839.00
Mowing	21,135.00	12,179.70	11,677.50	11,812.50	7,605.00	6,345.00	11,125.00	25,200.00	22,067.50	36,712.50	21,600.00	17,085.00	14,975.00	14,600.00	14,275.00	14,275.00
Office Supplies			25.96		59.62				88.75		38.18					
On Site Storm Sewer											814.41					
One Calls												451.14	34.22	433.55	24.20	60.00
Permits				20.00												
Reconciliation Discrepancies					-0.72											
Retainage Cell	1,700.00					1,508.25							1,125.00		525.00	525.00
Semi Damage Repair	45.00															
Sidewalk Cleaning	1,200.00															
Sidewalks							12,465.62									
Signage	45.00	225.00														
Snow Removal	7,380.00	13,760.00	10,387.50	6,675.00	1,920.00	7,162.50	5,132.50	4,945.00	2,792.50	2,555.00	7,680.00	9,140.00	2,613.75	5,147.50	1,290.00	3,000.00
Storm Sewer						45.00						1,050.00				
Street Patching							12,001.30									
Street Sweeping	247.50	495.00	180.00	135.00		135.00	250.00	50.00	50.00		410.00		205.00	410.00		
Telephone	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	480.00	280.00					
Trash	9,832.50	13,185.00	9,880.43	11,480.00	11,637.50	14,385.00	9,887.50	10,675.00	12,022.50	11,132.50	6,715.59	1,800.00	3,600.00	3,600.00	3,600.00	3,600.00
Water						3,125.00	2,150.00	1,950.00	2,095.00	1,945.00	1,592.00	0.00	0.00			1,800.00
Total Expenditures	\$ 59,306.72	\$ 64,377.96	\$ 44,791.55	\$ 49,494.82	\$ 49,775.50	\$ 98,530.24	\$ 70,651.12	\$ 78,313.02	\$ 59,632.43	\$ 84,860.69	\$ 71,439.90	\$ 106,307.88	\$ 102,405.68	\$ 120,101.33	\$ 105,110.12	\$ 83,039.00
Summary:																
Management and Legal	6,537.04	6,655.94	6,758.70	7,183.14	7,885.73	12,691.46	13,091.79	10,077.36	7,914.41	11,453.44	13,413.71	63,697.89	66,437.53	84,009.03	70,334.17	44,439.00
Other Represented Expenses	52,769.68	57,722.02	38,032.85	42,311.68	41,889.77	85,838.78	57,559.33	68,235.66	51,718.02	73,407.25	58,026.19	42,609.99	35,968.15	36,092.30	34,775.95	38,600.00

(SE Corner of
84th &
Highway 2)
Prairie Lake
Plaza South

Lots:	Lot Address	Business Name, Owner or Discription	Trip Units	ITE 6th Addition Use	ITE P.M. Peak Hour Trip Rates	PM Peak Hour Trips Generat ed	Internal Trip Reduction	Net PM Peak Hour Trips	Pass By Reduction	"Lot PM Trips" (Net PM Peak Hour Trips)	Percentage of "Total Lot PM Trips"	\$30,000 Annual Assessment \$30,000	\$15,000 Sidewalk Space Expenses from Members	Fair Dues Plus Fair Billed Lots for Services:
Block 1														
Lot 1	8420 Amber Hill Ct	Eiger Corp (Commercial/Electronics)	1000 SF	863	4.5	132	15%	112	20%	90			\$6,000	\$6,000.00
Lot 3	8480 Amber Hill Ct	Gotcha Retail (Specialty Retail)	1000 SF	814	4.93	60	15%	51	20%	41	7%	\$2,132	\$1,000	\$3,132.47
Lot 4	8500 Amber Hill Ct	Sierra Holdings LLC (VALVOLINE Lube) (3 Lanes)	*Per Service Position	837	4.6	14	15%	12	20%	9	2%	\$489	\$500	\$989.28
Lot 5A	8600 Amber Hill Ct	Eiger Corp PRAIRIE LAKE MOBIL (20 Fueling Positions)	**Per Fueling Position	846	13.77	275	15%	234	20%	187	33%	\$9,764	\$1,000	\$10,764.28
Block2														
Lot 1	7900 S 87th St	GREENFIELD's Properties LLC (Restaurant)	1000 SF	832	19.38	95	15%	81	20%	65	11%	\$3,385	\$750	\$4,135.42
Lot 2	7920 S 87th St	Eiger Corp (Commercial Retail)	1000 SF	814	4.93	35	15%	29	20%	23				0
Lot 3A	8740 Amber Hill Ct	R & M Investment Prop. LLC (MIRACLE MILE)(Used Cars)	1000 SF	841	2.5	14	15%	12	20%	10	2%	\$505	\$750	\$1,255.23
Lot 3B	8820 Amber Hill Ct	Keller Real Estate (EUSTIS BODY SHOP)	1000 SF	840	4.01	65	15%	55	20%	44	8%	\$2,289	\$750	\$3,039.00
Lot 4A	8860 Amber Hill Ct	Eiger Corp (Automobile Parts Sales)	1000 SF	843	6.44	57	15%	49	20%	39			\$500	\$500.00
Lot 4B	8900 Amber Hill Ct	Ne School of Gymnastics (Pioneer Gymnastics)	1000 SF	492	1.28	26	15%	22	20%	17			\$500	\$500.00
Lot 5	9000 Amber Hill Ct	TKC CCXXXV, LLC (TRACTOR SUPPLY)	1000 SF	814	4.93	111	15%	94	20%	75	13%	\$3,933	\$1,750	\$5,682.83
Lot 6	9009 Amber Hill Ct	Eiger Corp (Self Storage)	1000 SF	151	0.29	6	15%	5	20%	4			\$500	\$500.00
Block 3														
Lot 1	8601 Amber Hill Ct	F.A.A. Properties LLC (Good Life Fitness)	1000 SF	492	1.28	51	15%	44	20%	35	6%	\$1,815		\$1,815.29
Lot 2	8655 Amber Hill Ct	Funk Family LLC (FIREPLACE STONE & PATIO)	1000 SF	812	5.15	52	15%	44	20%	35	6%	\$1,826		\$1,825.93
Lot 3	8740 Amber Hill Ct	Lincoln Lodge & Suites South LLC (AMERICINN) Motel	***Room (57)	320	0.56	32	15%	27	20%	22	4%	\$1,132		\$1,131.72
Lot 4	8801 Amber Hill Ct	Husker Lodging LLC (HOLIDAY INN EXPRESS) Motel	***Room (66)	320	0.56	37	15%	31	20%	25	4%	\$1,310		\$1,310.41
Block 4														
Lot 1A	8421 Amber Hill Ct	VAN HORN FAMILY BLDG (State Farm) (Office)	1000 SF	710	1.49	5	15%	4	20%	3	1%	\$161	\$500	\$660.86
Lot 1B	8421 Amber Hill Ct	VAN HORN FAMILY BLDG (Rental to Dr./Medical)	1000 SF	720	4.36	13	15%	11	20%	9	2%	\$471		\$470.71
Lot 2	8420 Amber Hill Rd	Eiger Corp (Office) (pending construction)	1000 SF	710	1.49	9	15%	8	20%	6			\$500	\$500.00
Lot 3	8450 Amber Hill Rd	AMBER HILL INVESTMENTS/Amber Hill Salon	1000 SF	814	4.93	22	15%	19	20%	15	3%	\$787		\$786.57

Alternative than sq. ft. basis for trips generated ITE Data:

* 3 is the number of service positions

** 20 is the number of fueling positions Lot PM Trips allowed under Annex Agreement (Lot PM Trips = Net PM Peak Hour Vehicle Trips)

*** 66 and 57 are the number of rooms in the motels.

"Total Lot PM Trips" of Occupied Lots

Annual Budget:

1. Accounting or Bookkeeping with no Management fee (\$350 or \$900)

2. Grounds Maintenance (mow, fert, chem)

3. Utilities

4. Insurance

5. Snow Removal

6. Misc. Exp-Repairs-Legal-Litter Pick-up

7. Contingency Fund or for Management

Total Association Annual Budget with billable lot owner services included

Sidewalk Space Budget That is Billed to Specific Owners Wanting PLPS to Maintain Their Lot Responsibilities

Lawfully Compliant Total Solicited Dues with Specific Lot Expenses Requiring Lot Owner Billings

\$900

\$7,500

\$2,500

\$1,700

\$6,500

\$3,400

\$7,500

\$30,000

\$15,000

\$45,000

755

1239

575

100%

\$30,000

\$15,000

\$45,000.00

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., a
Nebraska Corporation,

Plaintiff,

v.

F.A.A. PROPERTIES, a Nebraska
Limited Liability Company,

Defendant.

CASE NO. CI 19-1010

DECREE

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., a
Nebraska Corporation,

Plaintiff,

v.

F.A.A. PROPERTIES, LLC

Defendant.

CASE NO. CI 20-1180

DECREE

On September 19 to September 21, 2022 the above matter came on for trial, the Plaintiff ("PLPS") being represented by Charles E. Wilbrand and Trev E. Peterson, their attorneys and the Defendant ("F.A.A.") being represented by Craig Martin, Michael J. Sands and Marcus P. Hytrek, its attorneys. This Decree constitutes the Court's findings of fact and conclusions of law in this matter.

The following proposed Stipulations were adopted by the Court by its Pretrial Order dated May 3, 2022 at paragraph 9 and the Court finds that:

Plaintiff is a Nebraska Nonprofit Corporation in good standing with its principal place of business in Lincoln, Lancaster County, Nebraska.

Defendant is a limited liability company with its principal place of business in Lincoln, Lancaster County, Nebraska.

Defendant is formerly known as Good Life Fitness II, LLC.

Venue is proper in this county.

Defendant is the owner of 8601 Amberhill Ct., Lincoln, Nebraska 68526, legally described as Lot 4, Appian Way Regional Center Phase II, Second Addition, Lincoln, Lancaster County, Nebraska pursuant to a Warranty Deed recorded with the Register of Deeds of Lancaster County, Nebraska at Instrument No. 2015-042086.

Defendant signed the Shopping Center Rider.

The Association is governed by the Protective Covenants and the Bylaws of the Association.

The 2019 Budget for the Association was \$72,665.00.

The 2020 Budget for the Association was \$72,665.00.

The 2021 Budget for the Association was \$76,298.25.

The 2022 Budget for the Association was \$81,028.47.

Defendant has not paid the annual assessments for 2019, 2020, 2021, and 2022.

The Court, following trial, further finds as follows:

That Good Life Fitness II, LLC changed its name to F.A.A. Properties, LLC and is the record owner of:

Lot 4, Appian Way Regional Center Phase II, Second Addition, Lincoln, Lancaster County, Nebraska (the "F.A.A. Real Estate.")

The 172 P.M. Trips contained in the Shopping Center Rider, Exhibit 29, were established by agreement of the developer, Eiger, Corp. and F.A.A., then known as Good Life Fitness II, L.L.C. The Defendant provided no evidence that PLPS had any role in the negotiations leading to the allocation of the P.M. Trips or the computations resulting in the P.M. Trips allocated to F.A.A. in the Shopping Center Rider.

The 2019 JMCA Expense Assessment in the amount of \$23,231.00 was assessed by PLPS to F.A.A. by an invoice dated on January 1, 2019. F.A.A. failed to pay the 2019 JMCA Expense Assessment. Under paragraph 6(f)(x) of the Covenants, PLPS is entitled to charge a 5% late fee and interest at ten percent (10%) per annum on any JMCA Expense Assessment that is not timely paid. F.A.A. failed to pay the 2019 JMCA Expense Assessment.

Under paragraph 6(f)(x) of the Covenants, an automatic lien is imposed on the F.A.A. Real Estate due to the failure of F.A.A. to pay the 2019 JMCA Expense Assessment. PLPS gave notice of the lien for unpaid assessments by virtue of the Notice filed on September 24, 2019 in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2019037434.

The 2020 JMCA Expense Assessment in the amount of \$22,479.10 was assessed by PLPS to F.A.A. by an invoice dated on January 7, 2020. F.A.A. failed to pay the 2020 JMCA Expense Assessment. Under paragraph 6(f)(x) of the Covenants, PLPS is entitled to charge a 5% late fee and interest at ten percent (10%) per annum on any JMCA Expense Assessment that is not timely paid. F.A.A. failed to pay the 2020 JMCA Expense Assessment.

Under paragraph 6(f)(x) of the Covenants, an automatic lien is imposed on the F.A.A. Real Estate due to the failure of F.A.A. to pay the 2020 JMCA Expense Assessment. PLPS gave notice of the lien for unpaid assessments by virtue of the Notice filed on July 29, 2020 in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2020036426.

The 2021 JMCA Expense Assessment in the amount of \$23,379.78 was assessed by PLPS to F.A.A. by an invoice dated on January 6, 2021. F.A.A. failed to pay the 2021 JMCA Expense Assessment. Under paragraph 6(f)(x) of the Covenants, PLPS is entitled to charge a 5% late fee and interest at ten percent (10%) per annum on any JMCA Expense Assessment that is not timely paid. F.A.A. failed to pay the 2021 JMCA Expense Assessment.

Under paragraph 6(f)(x) of the Covenants, an automatic lien is imposed on the F.A.A. Real Estate due to the failure of F.A.A. to pay the 2021 JMCA Expense Assessment. PLPS gave notice of the lien for unpaid assessments by virtue of the Notice filed on August 2, 2021 in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2021046419.

The 2022 JMCA Expense Assessment in the amount of \$24,710.81 was assessed by PLPS to F.A.A. by an invoice dated on January 13, 2022. F.A.A. failed to pay the 2022 JMCA Expense Assessment. Under paragraph 6(f)(x) of the Covenants, PLPS is entitled to charge a 5% late fee and interest at ten percent (10%) per annum on any JMCA Expense Assessment that is not timely paid. F.A.A. failed to pay the 2022 JMCA Expense Assessment.

Under paragraph 6(f)(x) of the Covenants, an automatic lien is imposed on the F.A.A. Real Estate due to the failure of F.A.A. to pay the 2022 JMCA Expense Assessment. PLPS gave notice of the lien for unpaid assessments by virtue of the Notice filed on March 22, 2022 in the office of the Register of Deeds of Lancaster County, Nebraska as Instrument No. 2022012198.

One of the main disputes in these cases is whether Prairie Lake has calculated F.A.A.'s assessments correctly.

The protective covenants have three definitions of p.m. trips which are important to understanding the parties' arguments:

"Total P.M. Trips" shall mean the total number of p.m. peak hour vehicle trips to the Real Estate, as calculated by the Developer in accordance with the rules, regulations and guidelines promulgated by the City based on the size of all buildings and other improvements located on any of the Lots, and the uses of such buildings and improvements.

"Lot P.M. Trips" shall mean the total number of p.m. peak hour vehicle trips to a Lot as calculated by the Developer in accordance with the rules, regulations and guidelines promulgated by the City, based on the size of all buildings and other improvements located on such Lot and the uses of such buildings and improvements on such Lot.

"Assigned Lot P.M. Trips" shall mean the maximum number of Lot P.M. Trips assigned to any Lot by the Developer at the time that a Lot is conveyed by the Developer to a Lot Owner, or as thereafter increased by the Developer in writing, or decreased by the Lot Owner and Developer in writing.

A lot owner's share of the assessments is the ratio of "Lot P.M. Trips" to "Total P.M. Trips" meaning the more p.m. peak hour vehicle trips a member has, the greater that member's share of the JMCA expenses.

In the Court's summary judgment order on February 16, 2021, this Court suggested that the 172 number in the Shopping Center Rider appeared to be F.A.A.'s "assigned lot p.m. trips" and not F.A.A.'s "Lot P.M. Trips. There are two reasons why the number in the Shopping Center Rider would be the "Assigned Lot P.M. Trips." First it refers to a maximum number of trips, as does "Assigned Lot P.M. Trips." Second the Shopping Center Rider is concerned with limits on land use, which is also what "Assigned Lot P.M. Trips" is concerned with.

At the summary judgment stage, Prairie Lake argued that the developer (functionally Kelvin Korver) could assign however many lot trips it wanted to a particular member. Therefore, the vital issue is how the City calculated lot trips. The protective covenants define “Lot P.M. Trips” as **“the total number of p.m. peak hour vehicle trips to a lot, as calculated by the developer in accordance with the rules, regulations and guidelines promulgated by the city.”**

Prairie Lake called Brian Will, a city planner for the City of Lincoln to testify. Mr. Will testified he had been a city planner for 20 or 21 years and was familiar with the relevant property. Mr. Will testified that the general purpose of p.m. trips references a time of day vehicle trip that needs to be assessed so that the proper infrastructure could be built.

Mr. Will testified that the p.m. trips in this case came from the developer and his engineer as part of a traffic study submitted for zoning approval applications. The number of p.m. trips calculated by the developer for the Appian Way Shopping Center were made part of the annexation agreement approved by the City. On March 26, 2014, the City stopped tracking lot p.m. trips as the result of the developer satisfying the infrastructure and engineering requirements.

Regarding calculating p.m. trips, Mr. Will testified that as a city planner, he does not calculate p.m. trips. Additionally, he testified that the City does not have any rules, regulations or guidelines regarding p.m. trips and how a business association uses p.m. trips for annual assessments for association dues. Mr. Will explained that the p.m. trip tables included in the use permit and special permit were for the City’s purpose of tracking intensity of development per the annexation agreement.

When asked about David Fiala’s request to amend the number of lot p.m. trips for a lot contained in the development, Mr. Will indicated that any increase or decrease in the p.m. lot trips number assigned to a particular lot would affect the allocation of trips through the shopping center and would affect multiple lot owners in the center.

The plaintiff called Kelvin Korver as a witness in this matter. Mr. Korver testified that he is the owner of Eiger Corporation a developer of PLPS and a company that is a member of the association. Korver is also the managing member of PLPS and is on the board of directors. Mr. Korver provided a brief description regarding how the association charges for its members’ dues based on p.m. car trips as calculated by using traffic studies and an engineering book. When asked about the definition of “Lot P.M. Trips” as set forth in the protective covenants, Mr. Korver testified that as far as the association goes “the City had no rules, regulations or guidelines on how to calculate Lot P.M. Trips.” However, it was Mr. Korver’s understanding

that the City was the entity that assigned p.m. trips under the annexation agreement based on the anticipated infrastructure of the development.

After testifying that lot p.m. trips tables were included in the special use and use permits filed with the City, Korver explained that the p.m. trip table included in the use permits were deleted from the annexation agreement on March 6, 2020.

According to Mr. Korver when a business purchased a lot in the development, Eiger Corporation and the owner would enter into a Shopping Center Rider agreement whereby the purchaser and Eiger would agree to the minimum p.m. trips assigned to the owner. Korver testified that the lot p.m. trips used to calculate the JMCA expenses typically mirror the p.m. trips assigned in the Shopping Center Riders or by agreement between the lot owner and developer to use a different number. There was no such agreement entered into with F.A.A.

The purchase agreement between F.A.A. and Eiger was executed on April 7, 2015. The Shopping Center Rider was executed between F.A.A. and Eiger on October 1, 2015. Korver testified that he told David Fiala that the business was considered a health club and that the real estate shall not generate a total of more than 172 p.m. peak hour vehicle trips. Korver based that calculation on the use of the ITE engineering book for the square footage of the building. Therefore, the number 172 p.m. peak hours vehicle trips contained in the Shopping Center Rider could arguably fall under the category of "Assigned Lot P.M. Trips." Mr. Korver went on to explain that in determining F.A.A.'s annual assessments, the 172 p.m. peak hours vehicle trips assigned to F.A.A. serves as F.A.A.'s numerator.

The protective covenants govern the computation of annual PCMA assessments and provide that the numerator shall be "Lot P.M. Trips." There is only one reference to "Assigned Lot P.M. Trips" in the protective covenants and that reference related to land use restrictions between the owner and developer. "Lot P.M. Trips" are calculated according to City rules, regulations and guidelines. There was no evidence that under the City rules, regulations and guidelines that F.A.A.'s "Lot P.M. Trips" were 172 as calculated by the developer. P.L.P.S.'s position is that the developer can use whatever number he wants to calculate a member's share of the JCMA expenses. However, P.L.P.S. is essentially reading the phrase "as calculated by the developer, in accordance with the rules, regulations and guidelines promulgated by the City" out of the protective covenants. That phrase has to mean something. If the City had rules, regulations and guidelines for calculating "Lot P.M. Trips," then Prairie Lake's protective covenants required the developer to use those rules to determine a member's JCMA expenses. The relevant fact is not that the City's rules don't explicitly refer to common area expenses. The relevant fact is that Prairie Lake's protective covenants expressly use the City's rules to allocate JCMA expenses.

That is, whether or not the City requires developers to allocate common expenses according to the City's rules. Prairie Lake chose to do so here by incorporating the City's rules into the covenants.

There appears to be an additional problem with giving the developer unlimited discretion to set lot trips: a member's share of JCMA expenses determines that member's voting power. If, as Prairie Lake argues, the developer and a member can agree to raise a member's lot trips, then they can effectively take over the board. Further, if as Prairie Lake argues, the developer and a member can agree to lower that member's lot trips, then the developer can favor some members over others by reducing their share of the assessments.

The Court further finds:

Under the Covenants, voting on board of directors is based on the members' P.M. Trips.

In 2019, the members of PLPS held an election via a voting app for the Board of Directors.

For the 2019 Board of Directors Election, members had between January 23, 2019 and January 25, 2019 at 5 p.m. to cast their votes.

The votes in the voting app were appropriately weighed in accordance to the Covenants.

Notice was properly given for the 2019 election, and voting via a voting app was appropriate under the By-Laws.

Seven of the twelve members voted in the 2019 election. The 30% requirement was met for a quorum, as Prairie Lake Mobil voted in the election which accounted for 26.77% of the voting power necessary for a quorum.

F.A.A. received notice of the voting procedures and did not object to voting via the voting app until January 29, 2019.

F.A.A. did not attempt to cast its vote until January 29, 2019, which was after the voting had closed.

After appropriate notice, on July 10, 2019, the Board of Directors voted to suspend F.A.A.'s voting rights for failure to pay its annual assessment.

On January 24, 2020, the members of PLPS held its annual meeting and unanimously elected the Board of Directors.

A quorum was present for the election, as nine out of thirteen members were present in person or by proxy. This accounted for 300 out of 556 Lot P.M. Trips which is 53.9% of the voting power

F.A.A. was not present at the meeting during the election of the Board of Directors and after F.A.A.'s representatives arrived at the 2020 annual meeting, F.A.A. did not move to reopen the election.

After appropriate notice, on November 4, 2020, the Board of Directors voted to suspend F.A.A.'s voting rights for failure to pay its annual assessment.

On January 5, 2021, the members of PLPS held its annual meeting and unanimously elected the Board of Directors.

A quorum was present for the election, as 11 out of 14 members were present in person or by proxy. This accounted for 341 out of 564 Lot P.M. Trips which is 60.5% of the voting power.

F.A.A. did not attend the 2021 annual meeting.

After appropriate notice, on September 8, 2021, the Board of Directors voted to suspend F.A.A.'s voting rights for failure to pay its annual assessment.

On January 12, 2022, the members of PLPS held its annual meeting and unanimously elected the Board of Directors.

A quorum was present for the election, as 10 out of 14 members were present in person or by proxy. This accounted for 326 out of 564 Lot P.M. Trips which is 57.8% of the voting power.

F.A.A. did not attend the 2022 annual meeting.

The Court finds that the 2019, 2020, 2021, and 2022 Board of Directors and Officers were duly elected in each of their respective years and were authorized to act and make decisions on behalf of PLPS and access its funds held in bank accounts; and that F.A.A. is prohibited and enjoined from telling third parties that the PLPS Board of Directors for 2019, 2020, 2021 and 2022 were not properly elected, that they did not have authority to make decisions or to access PLPS funds.

In a foreclosure action, the party trying to enforce a lien has the burden of proving every fact essential to establishing the lien. *Twin Towers Condo Assn v. Bel Fury Inv. Group, L.L.C.* 290 Neb. 329 (2015). The amount of the debt is an essential fact. *Id.* While the evidence is clear that F.A.A. owes assessments for 2019, 2020, 2021 and 2022, the plaintiff has not proved the amount of the assessments for each year. The failure to prove those amounts obviously places into question the amount of late charges and assessments in determining the amount of the judgments and liens. Therefore, the plaintiff's second claim for relief in the case at CI 19-1010 for judgment for an amount due for unpaid assessments, late charges, interest and for foreclosure is denied.

Prairie Lake's bylaws permit the Board of Directors to levy a special assessment against "any particular member for any expenses incurred by the association in order to require compliance by such member with the protective covenants." Article 7, Section 2, Exhibit 26. Prairie Lake has issued three special assessments for attorneys fees. The Court finds that the amount of the assessments as alleged are not enforceable because Prairie Lake has failed to prove F.A.A.'s assessments.

The Court further finds, with regard to the case at CI 19-1010, the defendant's Answer and Counterclaim sets forth ten separate claims for relief. The first five: 1) Breach of Covenants, 2) Breach of Duty of Good Faith and Fair Dealing, 3) Fraud, 4) Fraudulent Concealment, and 5) Negligent Misrepresentation, request the Court to enter judgment in favor of the defendant for monetary damages, interest, injunctive relief, attorneys' fees and costs.

The Court finds that the defendant has failed to meet their burden of proof on the first five counterclaims. The defendant failed to set forth any elements of damages or any act or acts sought to be restrained regarding the issuance of an injunction. The defendant's first five counterclaims are hereby dismissed.

The defendant's sixth claim for relief is for an accounting. The defendant's prayer for relief under this claim requests (i) an accounting of the books, records, documents and electronically stored information in the possession, custody or control of plaintiff regarding the misconduct and

(ii) a judgment in favor of F.A.A. and against plaintiff awarding damages in an amount to be determined at trial (including the amount of any revealed damages for such misconduct) interest, injunctive relief, attorneys fees, costs and such other, further and different relief that is just and equitable. The Court finds, based on the pleadings, that F.A.A. seeks an accounting and damages related to the directors' misconduct, including self-dealing and conflict of interest transactions. The harm from such misconduct would affect all members equally. F.A.A.'s accounting claim is therefore derivative and not properly before the Court. Also, to the extent that F.A.A. seeks damages for the miscalculation of the individual share of the annual JMCA assessments, then the other members are indispensable parties. Therefore, F.A.A. is not entitled to an accounting and the claim is dismissed.

The defendant's seventh Counterclaim to Quiet Title and Remove Lien in Bad Faith is dismissed as moot.

The defendant's eighth and ninth counterclaims were disposed of by the Court's summary judgment order dated February 16, 2021.

The defendant's tenth counterclaim requests this Court to enter a declaratory judgment in the defendant's favor against the plaintiff. The Court finds that the defendant has failed to meet the burden of proof for relief as requested in subparagraphs a) and c). The relief requested in subparagraph b) has been resolved by this order. The relief requested by the defendant in subparagraph d) is denied for the reasons the defendant has failed to join indispensable parties, thus preventing the Court from making a final determination concerning the controversy without affecting such parties' interests. The defendant's tenth counterclaim is therefore dismissed.

The Court finds with regard to the case a CI 20-1180, on February 16, 2021, the plaintiff's claims at CI 20-1180 were dismissed on the motion of the plaintiff. Trial in this matter proceeded on the counterclaims set forth in the defendant's Answer and Amended Cross-Complaint filed in the Lancaster County Court on September 28, 2018. The defendant's counterclaims seek judgment against the plaintiff for the defendant's alleged overpayment of expenses and assessments for the years 2016, 2017 and 2018, for an accounting as authorized under the protective covenants for the attorneys' fees and costs.

On April 1, 2022, the defendant filed a pretrial conference memo setting forth controverted facts and controverted issues of law. The defendant did not allege any specific controversy about overpayments of expenses and assessments for the years 2016, 2017 and 2018.

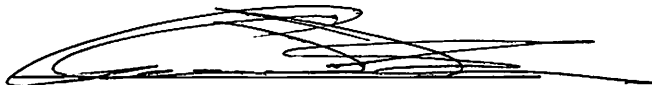
The defendant failed to establish their claims as set forth in the Cross-Complaint at trial. Therefore, the Court finds that the claims made in the defendant's Answer and Cross-Complaint in this case at CI 20-1180 are hereby dismissed.

Any other request for relief by any party not specifically granted by this order is denied.

SO ORDERED.

DATED: April 6, 2023

BY THE COURT:

A handwritten signature in black ink, appearing to read "Andrew R. Jacobsen", written over a horizontal line.

Andrew R. Jacobsen,
District Court Judge

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., a
Nebraska Corporation,

Plaintiff,

v.

F.A.A. PROPERTIES, a Nebraska
Limited Liability Company,

Defendant.

CASE NO. CI 19-1010

**NOTICE OF INTENT TO
APPEAL**

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., a
Nebraska Corporation,

Plaintiff,

v.

F.A.A. PROPERTIES, LLC

Defendant.

CASE NO. CI 20-1180

**NOTICE OF INTENT TO
APPEAL**

Plaintiff Prairie Lake Plaza South Business Association, Inc., gives notice of its intention to appeal to the Nebraska Court of Appeals the Decree of the District Court of Lancaster County, Nebraska, entered on April 6, 2023, denying Plaintiff's request to foreclose its liens against Defendant F.A.A. Properties.

Deposited herewith are the docketing fees and a bond for costs as required by law in the sum of two hundred and four dollars (\$204) for each listed case, for a total of four hundred and eight dollars (\$408).

DATED: April 21, 2023

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., Plaintiff

By: /s/Charles E. Wilbrand
Charles E. Wilbrand - #24888
Trev E. Peterson - #16637
KNUDSEN, BERKHEIMER,
RICHARDSON & ENDACOTT, LLP
3800 VerMaas Place, Suite 200
Lincoln, Nebraska 68502
(402) 475-7011
cwilbrand@knudsenlaw.com
tpeterson@knudsenlaw.com

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing **Notice of Intent to Appeal** was served upon the following by Electronic Mail and United States mail, postage prepaid, on April 21, 2023:

F.A.A. Properties, LLC
c/o David Fiala
301 Van Dorn #100
P.O. Box 83821
Lincoln, NE 68501
fiala@futuresone.com

By: /s/Charles E. Wilbrand
Charles E. Wilbrand

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., a
Nebraska Corporation,

Plaintiff,

v.

F.A.A. PROPERTIES, a Nebraska
Limited Liability Company,

Defendant.

CASE NO. CI 19-1010

**PRAECIPE FOR BILL OF
EXCEPTIONS**

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., a
Nebraska Corporation,

Plaintiff,

v.

F.A.A. PROPERTIES, LLC

Defendant.

CASE NO. CI 20-1180

**PRAECIPE FOR BILL OF
EXCEPTIONS**

**TO: CLERK OF THE DISTRICT COURT OF LANCASTER COUNTY,
NEBRASKA**

Plaintiff Prairie Lake Plaza South Business Association, Inc., by and through its attorneys requests the Clerk of the District Court to direct the court reporter or stenographer to prepare a Bill of Exceptions of the proceedings that occurred in the above-captioned matters. These matters have been appealed to the Nebraska Court of Appeals. The Bill of Exceptions should include the following:

1. Transcription of all three days of the bench trial on September 19, September 20, and September 21, 2022.
 - a. Include all exhibits that were offered and received into evidence during the trial on September 19, September 20, and September 21, 2022.

DATED: April 21, 2023

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., Plaintiff

By: /s/Charles E. Wilbrand
Charles E. Wilbrand - #24888
Trev E. Peterson - #16637
KNUDSEN, BERKHEIMER,
RICHARDSON & ENDACOTT, LLP
3800 VerMaas Place, Suite 200
Lincoln, Nebraska 68502
(402) 475-7011
cwilbrand@knudsenlaw.com
tpeterson@knudsenlaw.com

CERTIFICATE OF SERVICE

I certify that I served a copy of this **Praecipe for Bill of Exceptions** by email and United States mail, postage prepaid, on April 21, 2023, on:

F.A.A. Properties, LLC
c/o David Fiala
301 Van Dorn #100
P.O. Box 83821
Lincoln, NE 68501
fiala@futuresone.com

By: /s/Charles E. Wilbrand
Charles E. Wilbrand

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., a
Nebraska Corporation,

Plaintiff,

v.

F.A.A. PROPERTIES, a Nebraska
Limited Liability Company,

Defendant.

CASE NO. CI 19-1010

PRAECIPE FOR TRANSCRIPT

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., a
Nebraska Corporation,

Plaintiff,

v.

F.A.A. PROPERTIES, LLC

Defendant.

CASE NO. CI 20-1180

PRAECIPE FOR TRANSCRIPT

**TO: CLERK OF THE DISTRICT COURT OF LANCASTER COUNTY,
NEBRASKA**

Plaintiff Prairie Lake Plaza South Business Association, Inc., by and through its attorneys filed in the above-captioned case a Notice of Intent to Appeal to the Nebraska Court of Appeals and has deposited with this Court the docket fee as required by Neb. Rev. Stat. § 33-103 et seq.

Pursuant to Neb. Rev. Stat. § 25-1912(6) please prepare a Transcript for filing with the Clerk of the Nebraska Court of Appeals.

Pursuant to Neb. Ct. R. App. P. § 2-104, the Transcript for CI 19-1010 should be prepared to include the following:

1. Third Amended Complaint – November 6, 2020;
2. Defendant's Answer to Third Amended Complaint and Counterclaims – December 17, 2020;
3. Plaintiff's Answer to Counterclaims – December 21, 2020;
4. Order Denying Plaintiff's Motion for Summary Judgment – February 16, 2021;
5. Plaintiff's Pretrial Conference Memorandum – March 29, 2022;
6. Defendant's Exhibit List – March 31, 2022;
7. Defendant's Witness List – March 31, 2022;
8. Defendant's Pretrial Conference Memorandum – March 31, 2022;
9. Pretrial Order – May 3, 2022;
10. Decree – April 6, 2023.

Pursuant to Neb. Ct. R. App. P. § 2-104, the Transcript for CI 20-1180 should be prepared to include the following:

1. The Complaint, the Answer, the Amended Counterclaim, and the Answer to Cross Claim contained within the Transcript for CI 18-5201 in the County Court of Lancaster County- April 20, 2020;
2. Motion to Consolidate – April 21, 2020;
3. Order for Consolidation – May 7, 2020;
4. Motion to Dismiss – February 5, 2021;
5. Order of Dismissal without Prejudice – February 16, 2021;
6. Decree – April 6, 2023.

DATED: April 21, 2023

PRAIRIE LAKE PLAZA SOUTH
BUSINESS ASSOCIATION, INC., Plaintiff

By: /s/Charles E. Wilbrand
Charles E. Wilbrand - #24888
Trev E. Peterson - #16637
KNUDSEN, BERKHEIMER,
RICHARDSON & ENDACOTT, LLP
3800 VerMaas Place, Suite 200
Lincoln, Nebraska 68502
(402) 475-7011
cwilbrand@knudsenlaw.com
tpeterson@knudsenlaw.com

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing **Praecipe for Transcript** was served upon the following by Electronic Mail and United States mail, postage prepaid on April 21, 2023:

F.A.A. Properties, LLC
c/o David Fiala
301 Van Dorn #100
P.O. Box 83821
Lincoln, NE 68501
fiala@futuresone.com

By: /s/Charles E. Wilbrand
Charles E. Wilbrand

192.168.40.111 2023-04-21 14:18:45.19 cjis2.cicodom1.ci.lincoln.ne.us LPD3465

Lincoln Police Department 575 S. 10th Street Lincoln, Nebraska	
Dispatch Record for Case C3-010338	
Type of Call:	MISC, OTHER
Location:	300 BLOCK SPEEDWAY CIR
Team:	SOUTHWEST
Date:	02-07-2023
Times:	
Received:	1218
Ofc Sent:	1221
Arrived:	0000
Cleared:	1337
Officer Assigned: 1944 CHAMPOUX	



PROPERTY RECORD

Property Address

Street Address: 3055 S ST

City: Lincoln

State: NE

Zip Code: 68503-3207

County: Lancaster

Legal Description:

PECKS GROVE, BLOCK 22, Lot 7

Inspections

<u>View</u>	<u>Inspection Count</u>	<u>Inspection Date</u>	<u>Violation Count</u>	<u>Inspector Name</u>	<u>Status</u>
<u>View</u>	1	1/20/2022	3	Lucas Best	Completed
<u>View</u>	2	2/21/2022	0	Lucas Best	Completed and Approved
<u>View</u>	1	1/20/2023	0	Lucas Best	Completed and Approved
<u>View</u>	1	2/21/2023	8	Sean Stewart	Completed
<u>View</u>	2	3/20/2023	8	Sean Stewart	Re-Inspection Needed
<u>View</u>	1	1/19/2024	0	Lucas Best	Initial Inspection Needed

Read Only

Property ID: RENTAL-PROPERTY-002605

Status: Open

From: [Todd Kalberg](#)
To: [Council Packet](#)
Subject: Nuisance Fox Population in Lincoln
Date: Tuesday, April 25, 2023 9:05:14 AM

Dear Lincoln Council Members,

As I'm sure you're aware there is a growing and persistent fox population within Lincoln. I have recently witnessed, on two occasions, foxes pursuing domestic animals in our neighborhood and heard attacks. We have a den near our house and can no longer let our small domestic pets out into our own yard. When I contacted Animal Control about my options, I was instructed to make loud noises to scare them off. Unfortunately, this seems somewhat ineffective given that my neighbors are feeding them and the foxes appear to have little fear of them now. Animal Control also said they discourage this behavior but there are no laws prohibiting the feeding of wild animals. The foxes now roam our neighborhood at all times of day, openly, and with little fear. It is not uncommon to see them walking down the sidewalk or laying in the middle of someone's yard.

As well, these animals pose an obvious health risk to humans. Closer contact can mean easier transmission of disease, which foxes commonly contract and spread. There are many small children in our neighborhood and my fear is that one of them might have an accidental encounter with one of these foxes that results in a bite. I know if I had small children, I would not let them play in my yard if I was not near by.

I believe it is time that the city of Lincoln take action to combat this nuisance. Allowing the ballooning population of foxes to grow unabated is going to end poorly. I suggest we get out in front of this issue sooner, rather than later. Whether it's empowering Animal Control to take a more proactive stance, or passing of statutes that prohibit the feeding of wild animals, we should not just ignore that this is an issue until something bad happens.

Regards,

Todd Kalberg

-A very frustrated pet owner.

Sent from [Outlook](#)

From: [Daniel Lopez](#)
To: [Council Packet](#)
Subject: 311 Thank you for calling City of Lincoln
Date: Tuesday, April 25, 2023 10:29:04 AM

That might be something people calling your city or county hear, Lynn.

Choosing and vetting a 311-service vendor for your city is a lot of work.

You'll go through multiple meetings with vendors, see various products, and still not know which works best for you.

[Marketplace.city](#) simplifies your buying process by giving you Market Landscapes that include vendor lists, case studies, and up-to-date contracting data from other local governments about the vendor you might want to work with or the product you want to buy.

How would you use more information to guide your purchase decision?