

**HAWAIIAN VILLAGE LAKE ASSOCIATION (HVLA) BOARD OF DIRECTORS  
MINUTES OF MEETING OF THE BOARD OF DIRECTORS**

On February 2, 2022, a meeting of the HVLA Board of Directors was held at the home of Jeff Kilgore.

**Attendance:**

All board members were in attendance: Jeff Kilgore, Martin Apprich, Rich Kuper, Karen Gibler and Rhonda Distefano.

There were no committee members in attendance.

**Jeff Kilgore, Board President, called the meeting to order at 6:34 PM.**

**Minutes of the previous 2 meetings were reviewed and approved as written.**

**1. REPORTS**

- a. **Treasurer** – Rich reported that 8 resident dues yet to be received. Monthly financial report reviewed and no issues seen.
- b. **SID** – It was reported that the SID has made contact with the county to discuss sewer treatment plant and planned growth.
- c. **Secretary** – Decision made to keep board minutes under password protection on the website. Paper copies of entry and exit forms given to Rhonda to establish filing system. Rhonda to post committee forms and blank form on the website.
- d. **Vice President** – See the items below for Martin's updates.
- e. **President** – See the items below for Jeff's updates.

**2. DISCUSSION ITEMS**

- a. **Committee Reports** –
  - Election – Rich's resignation from the Election Committee has been received. Work will begin in March for the election of new officers. Two seats will be open.
  - Architectural – No report.
  - Social – No specific report, but activity is on going.
  - Enforcement and Safety – This committee needs members and to be revitalized. Martin will initiate work.
  - Fish/Wildlife – Will inquire on fish planning to stock this year.
  - Boat Storage – Revised boat storage rules were reviewed and approved. To be communicated in semi annual flier, website, welcome package, and Next Door. Part of annual notice of compliance proposed by Special Committee. Karen to pursue rules signage at lot.
  - Grounds and Site Management – Annual tennis court maintenance has been booked. Rich will take on purchase of new green flags and buoys. Rich to change lock at ramp gate (get with Gene).
- b. **Security/Cameras** – Karen continuing work on the security app and video access.
- c. **Five Year Board Plan** – Work on going for five year plan.

- d. **Replacement Trees** – Rhonda to pursue tree selection and quotes. Will require approval by the SID in writing. Get with Kevin Coates.
- e. **Tennis Slats** – Most likely will go with a green color. Look to complete work along with Papillion clean up days.
- f. **Semi Annual Flier** – Need committee reports in 2 weeks to Karen for Lake Express. Include information on Zebra Mussels and fertilizer impact.
- g. **Database Information** – Will be ready for future posting.
- h. **Sound Wave Carp Treatment** – Rhonda to research options discussed by Game and Parks.
- i. **Court Case** – Mediation has been completed. MOU was agreed to on 1/19/22 and will go to the judge 2/4/22. See attached.
- j. **Special Committee** – A recommendation is needed on term to keep entry and exit forms. A memorandum to the Board of Directors has been provided. Will meet for recommendation on implementation process.

3. **NEXT MEETING**

- a. The next meeting of the HVLA Board of Directors will be held on March 1, 2022 at 6:30 PM at a location to be confirmed. (This meeting time has since been modified.)

**The meeting was adjourned at 7:30 PM.**

Respectfully submitted,

Rhonda Distefano, Secretary

## MEMORANDUM OF UNDERSTANDING

### **1. Introduction**

This Memorandum shall set forth the understanding of the parties with regard to their respective obligations pursuant to a settlement negotiated during a remote mediation conference on the date set forth below. The parties agree that the settlement terms reflected herein are a final and enforceable settlement agreement, subject only to the preparation of the formal settlement documents incorporating all of the terms of the settlement.

### **2. Payment and Release**

Plaintiff, Hawaiian Village Lake Association (hereinafter referenced as either "Plaintiff" or "HVLA"), and Defendants, Dennis Bechtold and Lori Bechtold (hereinafter referenced as "Defendants" or "the Bechtolds"), agree to the following terms in return for a full and complete general mutual release and settlement of all claims that have been asserted in the lawsuit pending at Case No. CI 21-459 in the District Court of Sarpy County, Nebraska ("the Litigation") in connection with certain disputes and claims that have arisen in connection with the Bechtolds' use of their Bayliner VR-5 boat on Hawaiian Village Lake. The terms of the settlement are as follows:

a. The Bechtolds' aforementioned boat and any other boats of concern to the HVLA with respect to the HVLA Safety Regulations may use their watercraft on the lake in 2022 by paying the sum of \$500.00 for a two-year usage right. Said payment must be made on or before March 1, 2022.

b. Each boat paying such sum for two-year boating rights shall be issued a sticker that is conspicuously different (whether by color, size, or placement) from the stickers assigned to other boats on the lake.

c. At the end of each two-year usage period, each owner of a boat contemplated in this settlement shall have the right to renew boat usage on the lake by payment of another two-year period by paying the HVLA another \$500 on or before March 1 of the year following the expiration of the prior usage period. Such renewals may continue for the same payment for two-year terms as long as the boat owner remains a member of the HVLA and uses the same boat.

d. If at any time the owner of a boat to which this settlement agreement applies sells the boat, such owner must replace the boat with a boat that fully conforms to the then existing Covenants and Boating Safety Regulations. The foregoing usage rights for a boat applicable to this settlement are not transferable.

e. The boats of concern to the HVLA shall be allowed in the storage lot if compliant with the terms of this settlement agreement.

f. Following consummation of this settlement, the attorneys shall work together to prepare a Mutual Release and Settlement Agreement and a Stipulate Order to be entered by Judge Cox.

g. As further consideration for this settlement, the Bechtolds waive their claim for reimbursement of their attorney fees and costs. The parties shall each be responsible for their own attorney fees and litigation expenses. The mediator's fee shall be paid ½ by the HVLA and ½ by the Bechtolds.

h. In consideration of the foregoing terms, the parties shall each globally and mutually release and discharge any and all claims that have been asserted, or that could have been asserted, against one another.

### **4. Settlement Documents**

Counsel for Defendants shall prepare the initial draft of the Mutual Release and Settlement Agreement, the dismissal pleadings, the Stipulated Order, and any other documents necessary to conclude settlement of this matter. Should any disputes arise in connection with the drafting or execution of the

settlement documents, the parties agree to use mediator Michael G. Mullin to facilitate negotiations in an attempt to resolve any and all such disputes before any party shall seek court involvement or file any actions in an attempt to try to enforce this settlement agreement.

**5. Additional Terms**

- a. **This mediation was conducted remotely and, accordingly, the attorneys and parties were not available to sign this Memorandum of Understanding. Each attorney and party hereto represents and warrants that such individual has had an opportunity to review this Memorandum of Understanding, that each such individual agrees with and accepts each and every term herein, agrees that the terms herein are a binding and enforceable settlement agreement, and hereby expressly authorizes the mediator to attach a digital signature of the signatories below as evidence of their acceptance of this Memorandum of Understanding as a binding and enforceable settlement agreement.**
- b. **All attorneys and parties have reviewed the mediator's Procedures for Mediation, Agreement for Mediation, and Guidelines and Agreement for Online Mediations (each of which is available for review at the mediator's online ADR Home Page, [www.kutakrock.com/mediation/mullin](http://www.kutakrock.com/mediation/mullin)) and agree with the terms and provisions therein as if such documents were formally signed and executed by all participants to the mediation prior to the start of the remote mediation conference.**

DATED this 19<sup>th</sup> day of January, 2022.

*/s/ JEFF KILGORE, Plaintiff*  
*/s/ MARTIN APPRICH, Plaintiff*  
INDIVIDUALLY AND AS AUTHORIZED  
REPRESENTATIVES OF HAWAIIAN  
VILLAGE HOMEOWNERS ASS'N

*/s/ DENNIS BECHTOLD, Defendant*  
*/s/ LORI BECHTOLD, Defendant*

*/s/ REX MOATS*  
ATTORNEY FOR PLAINTIFF

*/s/ DENNIS LEE*  
ATTORNEY FOR DEFENDANTS