

State of Nebraska Accountability and Disclosure Commission

P.O. BOX 95086
Lincoln, Nebraska 68509
www.nadc.nebraska.gov



Centre Terrace, 1225 L St. #400
Phone (402) 471-2522
Fax (402) 471-6599

Synopsis Case #20-19

Action Taken on December 4, 2020

Respondent: Zachary Taylor

Zachary Taylor was a member of the Platte Township Board in Dodge County. The Respondent's company did a series of road repairs for the Township and billed it in the amount of \$4,000.00. Public officials are generally prohibited from having an interest in a contract with their governing bodies unless the contracts are entered into through an open and public process. These contracts were not entered into through an open and public process as required by §49-14,102 of the Nebraska Political Accountability and Disclosure Act (NPADA). In addition, the Respondent voted to pay a damage claim in the amount of \$4,836.73 submitted by his company in violation of §49-14,101.01 of the NPADA which prohibits the use of public office for financial gain.

Based upon information received from the Auditor of Public Accounts, the Executive Director commenced a Preliminary Investigation on August 19, 2020 alleging that the Respondent had an interest in contracts with his governing body in violation of §49-14,102 of the NPADA. The Executive Director also alleged that the Respondent used his public office for financial gain in violation of §49-14,101.01 of the NPADA by voting to approve a damage claim submitted by Taylor Farms, the Respondent's company. The parties entered into a settlement agreement by which the Commission found a violation of §49-14,102 relating to the contracts and a violation of §49-14,101.01 relating to the damage claim. By the terms of the agreement, the Respondent agreed to reimburse Platte Township for the damage claim in the amount of \$4,836.73. The agreement also provides that the Respondent will pay a civil penalty of \$250.00 for the violation of §49-14,102. It further provides that companion case #20-18 is dismissed.

The Commission approved the Settlement Agreement with 8 Commissioners concurring, no Commissioners dissenting, and no Commissioners abstaining.

Violation: Pursuant to the Settlement Agreement, the Commission found a violation of §49-14,102 and a violation of §49-14,101.01 of the NPADA.

Civil Penalty: \$250.00

Other: The Respondent will reimburse Platte Township in the amount of \$4,836.73. A companion case, #20-18 is dismissed.

Synopsis Prepared by: Frank Daley
Executive Director
Nebraska Accountability & Disclosure Commission
P.O. Box 95086
Lincoln, NE 68509
402-471-2522

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

In the Matter of Zachary Taylor,)
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Respondent)
)
)

Case # 20-19

ORDER

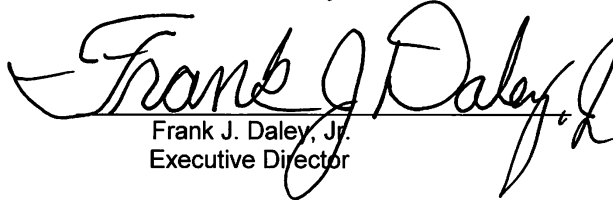
Now on this 4th day of December, 2020, this matter comes before the Nebraska Accountability and Disclosure Commission. Commissioners Anderson, Callahan, Carlson, Davis, Enenbach, Evnen, Peetz and Sullivan are present with Commissioner Hegarty absent, and Commissioner Davis presiding. The Respondent is not present. The Commission notes the submission of a proposed Settlement Agreement, and it is attached to this Order.

Whereupon, the Commission, with eight (8) Commissioners concurring, no Commissioners dissenting, and no Commissioners abstaining, finds that the attached Settlement Agreement should be and hereby is approved and incorporated into this Order. Pursuant to that Agreement, the Respondent, as provided under the terms of the Settlement Agreement, is found to have violated Section 49-14-102 of the NPADA, and is further found to have violated Section 49-14,101(1) of the NPADA as alleged in the Notice of Preliminary Investigation. Further, pursuant to the Settlement Agreement, Case #20-18, and the allegations stated therein, are dismissed with prejudice to their re-assertion.

In accordance with the Settlement Agreement, the Commission directs that the Respondent will repay Platte Township of Dodge County, Nebraska a total of \$4,836.73, according to the terms of the Settlement Agreement. Respondent further agrees to pay a civil penalty to the Commission, as described more fully in the Settlement Agreement of \$250.00, within sixty (60) days of the effective date of the Settlement Agreement.

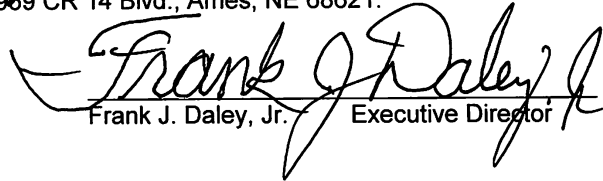
Issued this 4th day of December, 2020.

Nebraska Accountability and Disclosure Commission


Frank J. Daley, Jr.
Executive Director

Certificate of Service

I hereby certify that a copy of this Order was sent by certified U.S. Mail, postage prepaid, return receipt requested on this 4th day of December, 2020, to the following address:
Zachary Taylor, Taylor Farms, 1969 CR 14 Blvd., Ames, NE 68621.


Frank J. Daley, Jr. Executive Director

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

In the Matter of Zachary Taylor

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)

**CASE No. 20-19
SETTLEMENT AGREEMENT**

- 1) Parties: The parties to this Settlement Agreement (hereinafter "Agreement") are the Nebraska Accountability and Disclosure Commission, hereafter referred to as the "Commission" and Zachary Taylor, hereafter referred to as the "Respondent."
- 2) Jurisdiction: The Respondent acknowledges that the Commission has jurisdiction in this matter pursuant to the terms of Nebraska Statutes 49-1401 et seq., known as the Nebraska Political Accountability and Disclosure Act ("NPADA").
- 3) Intention: The parties hereby agree and intend that this Agreement shall constitute a waiver of any further proceedings in this matter, thereby resolving the matter without further delay and expense to the parties.
- 4) The Alleged Violations: The Notice of Preliminary Investigation in this case alleges two violations of the NPADA: (1) That the Respondent, as a member of the Platte Township Board of Dodge County, Nebraska, used his office to improperly approve a claim for Taylor Farms (his farm) in the amount of \$4,836.73 in violation of 49-14,101.01 of the NPADA; and (2) entered into one or more contracts in excess of \$2,000 between Taylor Farms (his farm) and the Platte Township Board, which contracts were not awarded in an open and public process, in violation of Section 49-14,102 of the NPADA.
- 5) Stipulation: The Respondents and the Commission stipulate and agree that at the time of the alleged violation, the Respondent was a public official in that he was a member of the Platte Township Board of Dodge County, Nebraska.
- 6) The Alleged Violations, Agreement: As a material part of this Agreement, the Commission agrees to dismiss with prejudice to their reassertion, all alleged violations in case 20-18.

The Respondent states that it was not his intent to violate the NPADA as alleged, but he agrees and stipulates that: (a) if this matter proceeded to a hearing, there is sufficient evidence from which the Commission could make a finding that there have been violations as alleged in (1) and (2), above, in Paragraph 4, and as more fully set forth in the Notice of Preliminary Investigation; and (b) the Commission may enter an order that there has been a violation of Section 49-14,101.01 of the NPADA, and a violation of Section 49-14,102 of the NPADA, as alleged in (1) and (2), as described above, in Paragraph 4, and as set forth more fully in the Notice of

Preliminary Investigation in this matter. He agrees that he would not contest such a finding or order.

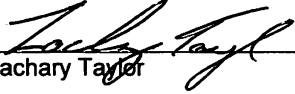
- 7) **Agreement to pay Restitution and Limitation of Civil Penalty:** **Restitution.** With respect to the first alleged violation, the Respondent agrees, by way of restitution, to reimburse the Platte Valley Township of Dodge County in the amount of \$4,836.73 within sixty (60) days of the effective date of this Agreement. This payment will be made directly to the bank account used by the Platte Township Board of Dodge County, and a receipt showing the date and amount of the payment will be sent directly to the Commission, attention Neil B. Danberg.

Civil Penalty. With respect to the second alleged violation, as described above in Paragraphs 4 and 6, the maximum civil penalty for said violation is \$2,000.00. However, the Commission hereby agrees that any civil penalty assessed for said violation may not exceed the amount of \$250.00. The amount of any civil penalty assessed by the Commission shall be paid directly to the Commission, attention Neil B. Danberg. This payment shall be made to the Commission within sixty (60) days of the effective date of this Agreement.

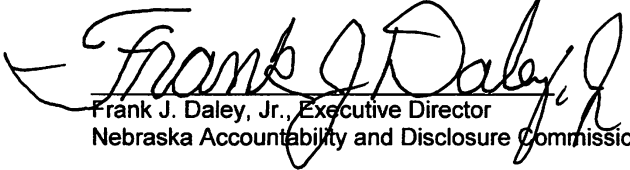
Failure to make payments in the amount and at the time as required by this Agreement will constitute a material breach of this Agreement. In the event of such a breach, the Commission, at its sole discretion, may undertake to obtain such payments through legal action, and in that event, the Respondent will be responsible for all costs and attorneys' fees incurred by the Commission in such action.

- 8) **The Commission must approve this Agreement in order for it to be effective:** The parties agree that in order for this Agreement to become effective, the Commission must approve it, and the Commission shall, if it approves the Settlement, enter an Order in accordance with the terms of this Agreement.
- 9) **Effective Date of Agreement:** This Agreement shall not be binding upon the parties until the date it is approved by the Commission and the Commission issues an order in accordance with the terms of this Agreement. The date upon which the Commission enters its Order approving this Agreement shall be deemed its effective date. If this Agreement is not approved in whole by the Commission, this Settlement Agreement shall be void and may not be used in this or any other proceeding. The parties acknowledge that this Settlement Agreement and any subsequent Order shall be announced at an open public meeting of the Commission. The parties further acknowledge that, upon adoption, this Settlement Agreement, the Order, and the Commission's file pertaining to this matter shall become open and public.
- 10) **Right to Address the Commission:** The Respondent has a right to address the Commission on the matter of the approval of this Settlement Agreement.

11) Advice of Counsel: The Respondent acknowledges that he has had an opportunity to seek the advice of an attorney in connection with the terms of this agreement.


Zachary Taylor

11/29/20
Date


Frank J. Daley, Jr., Executive Director
Nebraska Accountability and Disclosure Commission

12/4/20
Date