

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 #20-12

Action Taken on December 4, 2020

Respondent: Jeremy Moss

Jeremy Moss was a member of the Elkhorn Township Board in Dodge County. After the 2019 flooding damaged roads in the Township, the Respondent's company did a series of road repairs for the Township and billed it in the amount of \$138,794.00. Public officials are 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 public process as required by §49-14,102 of the Nebraska Political Accountability and Disclosure Act (NPADA). In addition, the 3 member Township Board voted to pay each member of the board an additional \$1,000 per week for 22 weeks. Prior to the vote compensation for board members was \$800 for the entire year.

Based upon information received from the Auditor of Public Accounts, the Executive Director commenced a Preliminary Investigation on June 29, 2020 alleging that the Respondent had an interest in multiple 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 on multiple occasions for personal financial gain in violation of §49-14,101.01 of the NPADA by voting to increase his compensation in the amount of \$22,000. The parties entered into a settlement agreement by which the Commission dismissed two allegations, but found four violations of §49-14,102 relating to the contracts and four violations of §49-14,101.01 relating to the extra pay. By the terms of the agreement, the Respondent agreed to reimburse Elkhorn Township the extra compensation in the amount of \$22,000. The agreement also provides that the Respondent will pay a civil penalty of \$500.00 for each of the four violations of §49-14,102 or a total of \$2,000.00.

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 4 violations of §49-14,102 and 4 violations of §49-14,101.01 of the NPADA.

Civil Penalty: \$2,000.

Other: The Respondent will reimburse Elkhorn Township in the amount of \$22,000.

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 Jeremy Moss,
Respondent

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Case #20-12
ORDER

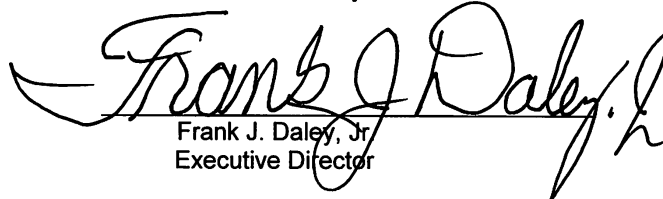
Now on this 4th day of December, 2020, this matter comes before the Nebraska Accountability and Disclosure Commission. Commissioners Anderson, Callahan, Carlson, Davis, Enenbach, Evnen, Peetz and Sullivan are present with Commissioner Hegarty absent, and Commissioner Davis presiding. The Respondent is 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 first two (2) violations alleged in the Amended Notice of Preliminary Investigation, attached to this Order, which were violations of the NPADA Section 49-14,102, will be dismissed. With respect to the remaining alleged violations as stated in the Amended Notice of Preliminary Investigation, the Respondent, as provided under the terms of the Settlement Agreement, is found to have violated Section 49-14-102 of the NPADA, in allegations three (3) through six (6), and is further found to have violated Section 49-14,101(1) of the NPADA as alleged in allegations seven (7) through ten (10) as stated in said Amended Notice of Preliminary Investigation.

In accordance with the Settlement Agreement, the Commission directs that the Respondent will repay Elkhorn Township of Dodge County, Nebraska a total of \$22,000, according to the terms of the Installment Payment Agreement, which is attached to and is a part of the Settlement Agreement. Respondent further agrees to pay a civil penalty to the Commission, as described more fully in the Settlement Agreement of \$2,000.00, within sixty (60) days of the effective date of the Settlement Agreement.

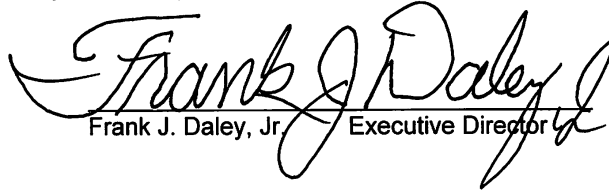
Issued this 4th day of December, 2020.

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: Jeremy Moss, 6781 E. Hwy 30, Fremont, NE 68025; and on said day was sent by regular U.S. Mail, postage prepaid, to Linsey Moran Bryant, Sidner Law, 340 E. Military Ave. Suite 1, Fremont, NE 68025.


Frank J. Daley, Jr. Executive Director

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

In the Matter of Jeremy Moss

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CASE No. 20-12
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 Jeremy Moss, 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: In its Amended Notice of Preliminary Investigation in this case, the Commission has alleged ten violations of the NPADA, which may be summarized as follows: (1) Six alleged violations relate to contracts between the Respondent and the Elkhorn Township Board of Dodge County, in which the Respondent allegedly failed to obtain approval in an open and public process for said contracts in violation of Section 49-14,102 of the NPADA; and (2) Four alleged violations relate to four different months in which the Respondent allegedly accepted a total of \$22,000 which constituted unauthorized extra compensation for himself as a member of the Board of Elkhorn Township in Dodge County in violation of Section 49-14,101.01 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 Elkhorn Township Board of Dodge County, Nebraska.
- 6) The Alleged Violations, Agreement: The Respondent and the Commission agree that as part of this Agreement, the Commission will dismiss the first two alleged violations (1 and 2) as more fully described in the Amended Notice of Preliminary Investigation. With respect to the remaining 4 alleged violations of Section 49-14,102 as set forth in alleged violations 3, 4, 5 and 6 in said Amended Notice, which relate to contracts between the Respondent and the Elkhorn Township Board which were not approved in an open and public manner, and with further respect to 4 alleged violations of Section 49-14,101.01 of the NPADA, as set out in alleged violations 7, 8, 9, and 10 in said Amended Notice, which relate to unauthorized extra compensation from the Elkhorn Township to the Respondent in the total amount of \$22,000.00, the Respondent states the following: 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 the eight alleged violations (3-10, inclusive) referred to above in this paragraph, and as more fully set forth in the Amended Notice of Preliminary Investigation; and (b) the Commission may enter an order that there have been violations as alleged in 3-10 in the Amended Notice of Preliminary Investigation, and as described above.

- 7) Agreement to pay Restitution and Limitation of Civil Penalty: Restitution. With respect to alleged violations 7, 8, 9, and 10, the Respondent, as a *material part of* this Agreement, agrees to repay \$22,000 in restitution to the Elkhorn Township Board of Elkhorn, Nebraska. These payments will be made to his attorney, who will then deposit the funds into the bank account utilized by Elkhorn Township of Dodge County. A receipt for each deposit will then be sent to the NADC. The timing of these payments will be made according to the Installment Payment Agreement which has been attached hereto as Exhibit "A".

Civil Penalty. With respect to alleged violations 3, 4, 5, and 6, the Respondent agrees that, if the Commission imposes a civil penalty for said violations, it will not exceed \$500 for each of said violations, so that the civil penalty may not exceed a total of \$2,000. This payment will be made to the Commission, attention Neil Danberg, within sixty (60) days of the effective date of this Agreement.

- 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) Installment Payment Agreement. As noted above, in Paragraph 7 of the Agreement, Exhibit "A" is the Installment Payment Agreement, attached hereto, under which the Respondent will make the payments as provided in this Agreement according to the Schedule set forth in Exhibit "A." Should there be a material breach of Exhibit "A", as defined in Exhibit "A", the amount remaining due and unpaid under said Installment Payment Agreement may be accelerated and

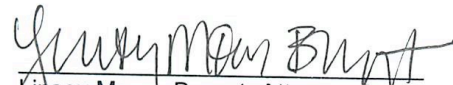
collected through legal means, with the Respondent paying all costs, including reasonable attorney's fee, incident to said collection.

- 11) Right to Address the Commission: The Respondent has a right to address the Commission on the matter of the approval of this Settlement Agreement.
- 12) 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.



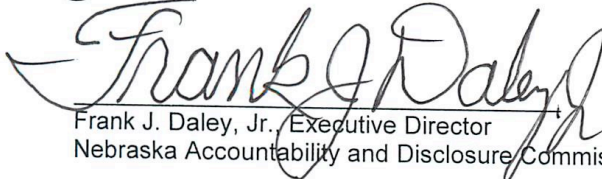
Jeremy Moss

11-18-20
Date



Linsey Moran Bryant, Attorney for
Jeremy Moss—approved as to form

11/18/2020
Date



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

12-4-20
Date

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

In the Matter of Jeremy Moss.

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CASE No. 20-12
SETTLEMENT AGREEMENT

"EXHIBIT A"
INSTALLMENT PAYMENT AGREEMENT

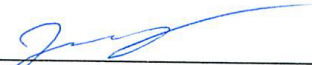
1. **Civil Penalty:** Within sixty (60) days of the effective date of this Agreement, Respondent shall make payment of two thousand and no/100 dollars (\$2,000.00) for a civil penalty of five hundred and no/dollars (\$500.00) for alleged violations 3, 4, 5, and 6.
2. **Restitution:** Respondent agrees to repay twenty-two thousand and no/dollars (\$22,000.00) in restitution to the Elkhorn Township Board of Elkhorn, Nebraska. These payments will be made to his attorney, who will then deposit the funds into the bank account utilized by Elkhorn Township of Dodge County. **Payments will be made as follows:**

<u>Due Date</u>	<u>Amount Due</u>	<u>Balance</u>
January 31, 2021	\$3,000.00	\$19,000.00
February 28, 2021	\$1,000.00	\$18,000.00
March 31, 2021	\$1,000.00	\$17,000.00
April 30, 2021	\$1,000.00	\$16,000.00
May 31, 2021	\$2,000.00	\$14,000.00
June 30, 2021	\$2,000.00	\$12,000.00
July 31, 2021	\$2,000.00	\$10,000.00
August 31, 2021	\$2,000.00	\$ 8,000.00
September 30, 2021	\$1,000.00	\$ 7,000.00
October 31, 2021	\$2,000.00	\$ 5,000.00
November 30, 2021	\$1,500.00	\$ 3,500.00

December 31, 2021	\$2,000.00	\$ 1,500.00
January 31, 2022	\$1,500.00	\$ 0.00

3. **Receipt of Payment:** A receipt for each deposit of restitution payment shall be sent directly to the Nebraska Accountability and Disclosure Commission.
4. **Acceleration Clause:** Should there be a material breach the amount remaining due and unpaid under this Installment Payment Agreement, the remaining balance due may be accelerated by the Nebraska Accountability and Disclosure Commission and collected through legal means, with the Respondent paying all costs, including reasonable attorney's fee, incident to said collection.
5. **Due Date and Material Breach:** A material breach shall occur when the Respondent fails to timely submit a payment to the bank by the end of business on the due date listed above. Should the due date fall on a weekend or a holiday in which the bank is not open for regular business, the payment shall be made on the business day which immediately follows the due date.
6. **Prepayment:** Respondent may prepay any month due, or the balance in full, during the term of the installment agreement without penalty.

STATE OF NEBRASKA,)
)ss.
 COUNTY OF DODGE.)



 Jeremy Moss, Respondent

11-18-20

 Date

SUBSCRIBED and sworn to before me this 18th day of November, 2020.





 Notary Public

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

AMENDED NOTICE OF PRELIMINARY INVESTIGATION

Case No. 20-12

To: Jeremy Moss

Pursuant to the provisions of Section 49-14,124, Revised Statutes of Nebraska, also known as the Nebraska Political Accountability and Disclosure Act ("NPADA"), notice is hereby given that the Notice of Preliminary Investigation is hereby Amended based upon the direction of the Executive Director of the Nebraska Accountability and Disclosure Commission. The amended alleged violations to be investigated are as follows:

1. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, performed contractual work for said Township Board for which he, and a business with which he was associated, Moss Services, was paid on March 14 and March 29, 2019 in the amount of \$250.00 and \$14,379.00, respectively, but he did so without obtaining approval for said contracts in an open and public process, in violation of Section 49-14,102 of the Nebraska Statutes.
2. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, performed contractual work for said Township Board for which he, and a business with which he was associated, Moss Services, was paid on April 23, 2019 in the amounts of \$30,886.00 and \$19,333.00, respectively, but he did so without obtaining approval for said contracts in an open and public process, in violation of Section 49-14,102 of the Nebraska Statutes.
3. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, performed contractual work for said Township Board for which he, and a business with which he was associated, Moss Services, was paid on May 8 and twice on May 20, 2019 in the amounts of \$11,116.00, \$5,340.00, and \$8,474.00, respectively, but he did so without obtaining approval for said contracts in an open and public process, in violation of Section 49-14,102 of the Nebraska Statutes.

4. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, performed contractual work for said Township Board for which he, and a business with which he was associated, Moss Services, was paid twice on June 4, 2019 in the amounts of \$12,432.00 and \$13,096.00, respectively, but he did so without obtaining approval for said contracts in an open and public process, in violation of Section 49-14,102 of the Nebraska Statutes.
5. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, performed contractual work for said Township Board for which he, and a business with which he was associated, Moss Services, was paid on July 3, 2019 in the amount of \$16,770.00, but he did so without obtaining approval for said contract in an open and public process, in violation of Section 49-14,102 of the Nebraska Statutes.
6. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, performed contractual work for said Township Board for which he, and a business with which he was associated, Moss Services, was paid on August 6, 2019 in the amount of \$6,718.00, but he did so without obtaining approval for said contracts in an open and public process, in violation of Section 49-14,102 of the Nebraska Statutes.
7. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, used his public office to obtain personal financial gain by voting himself additional compensation, not provided by law, and by taking said compensation in April, 2019 in the amount of \$6,000.00 from the said Township, and said compensation was in violation of Section 49-14,101.01 of the Nebraska Statutes.
8. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, used his public office to obtain personal financial gain by voting himself additional compensation, not provided by law, and by taking said compensation in May, 2019 in the amount of \$4,000.00 from the said Township, and said compensation was in violation of Section 49-14,101.01 of the Nebraska Statutes.
9. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, used his public office to obtain personal financial gain by voting himself additional compensation, not provided by law, and by taking said compensation in June, 2019 in the amount of \$7,000.00 from the said Township, and said compensation was in violation of Section 49-14,101.01 of the Nebraska Statutes.

10. That Jeremy Moss, a member of the Elkhorn Township Board of Dodge County, Nebraska, used his public office to obtain personal financial gain by voting himself additional compensation, not provided by law, and by taking said compensation in August, 2019 in the amount of \$5,000.00 from the said Township, and said compensation was in violation of Section 49-14,101.01 of the Nebraska Statutes.

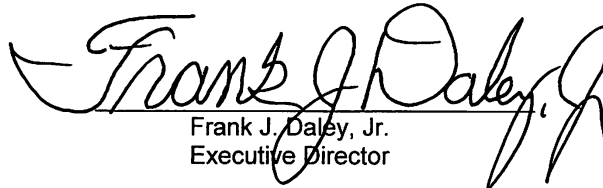
Upon completion of the investigation, the matter will be submitted to the Nebraska Accountability and Disclosure Commission for a determination of whether there is probable cause to believe that the provisions of the Nebraska Political Accountability and Disclosure Act have been violated. If the Commission finds probable cause, a hearing will be held. You will be notified thereof and may appear, present evidence, and be represented by an attorney. If, after hearing, the Commission finds that you have violated the Nebraska Political Accountability and Disclosure Act, you may be ordered and required to comply with the Act, and to pay a civil penalty of up to \$2,000 for each violation occurring before August 1, 2019, and a civil penalty of up to \$5,000 for each violation occurring on or after August 1, 2019.

In the event the Commission finds that the preliminary investigation fails to establish probable cause, the investigation will be terminated and there will be no hearing.

You may submit statements of explanation or other documentation to be made a part of the preliminary investigation. Please do so within thirty (30) days from the date of this notice.

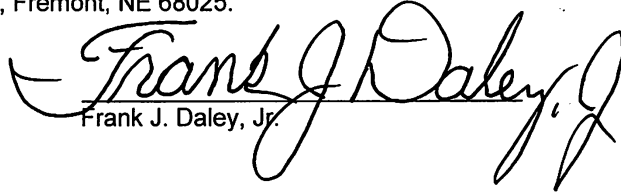
All Commission proceedings, records and actions relating to investigations and hearings, in which a violation of the Act is alleged, are to remain **confidential** unless the person alleged to be in violation requests that they be public, or until the Commission makes a final determination after hearing that the Act has been violated. [See Sections 49-14,124, 49-14,124.01 and 49-14,125 of the Nebraska Statutes, and Commission Rule 1.]

DATED this 3rd day of November, 2020


Frank J. Daley, Jr.
Executive Director

CERTIFICATE OF SERVICE

A copy of this Amended Notice of Preliminary Investigation was sent by Certified US Mail, postage prepaid, on this 3rd day of November, 2020, to the following person at the following address: Jeremy Moss, 6781 E. Hwy 30, Fremont, NE 68025, and on the same date by regular U.S. Mail, postage prepaid, to his attorney, Linsey Moran Bryant, Sidner Law, 340 E. Military Ave., Suite 1, Fremont, NE 68025.


Frank J. Daley, Jr.