

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 #20-17

Action Taken on January 15, 2021

Respondent: Ron Vlach

Ron Vlach is a member of the Platte Township Board in Dodge County. Based upon a report by the Auditor of Public Accounts, the Executive Director of the Commission commenced a Preliminary Investigation on August 19, 2020. The allegation was that the Respondent, through his business known as Victory Enterprises, entered into several contracts with the Township without an open and public process in violation of §49-14,102 of the NPADA. The Respondent was paid a total of \$5,422.00 for the work. The parties entered into a Settlement Agreement by the terms of which the Commission found a violation of §49-14,102 and assessed a civil penalty of \$250. The Commission approved the Settlement Agreement with seven Commissioners concurring, no Commissioners dissenting, and no Commissioners abstaining.

Violation: Pursuant to the Settlement Agreement, the Commission found that the Respondent entered into contracts with Platte Township without an open and public process in violation §49-14,102 NPADA.

Civil Penalty: \$250.00

Attorney for the Commission: Neil Danberg

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 Ronald Vlach)	Case # 20-17
)	
Respondent)	ORDER
)	

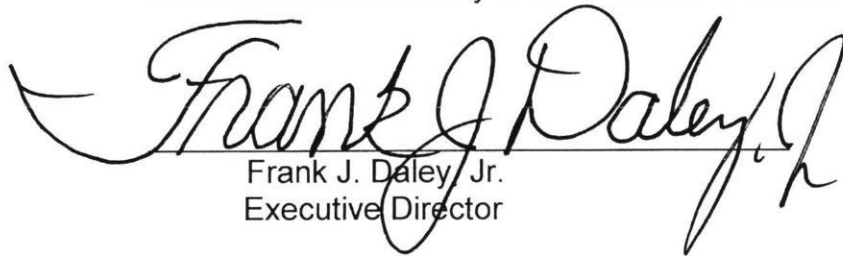
Now on this 15th day of January, 2021, this matter comes before the Nebraska Accountability and Disclosure Commission. Commissioners Anderson, Callahan, Carlson, Evnen, Hegarty, Peetz and Sullivan are present with Commissioner Peetz presiding. The Respondent is not present. The Commission notes the submission of a proposed Settlement Agreement, and it is attached to this Order.

Whereupon, the Commission, with seven (7) 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, as alleged in the Notice of Preliminary Investigation.

In accordance with the Settlement Agreement, Respondent further agrees to pay a civil penalty to the Commission, as provided in the Settlement Agreement, of \$250.00, within sixty (60) days of the effective date of the Settlement Agreement, and it is so ordered.

Issued this 15th day of January, 2021.

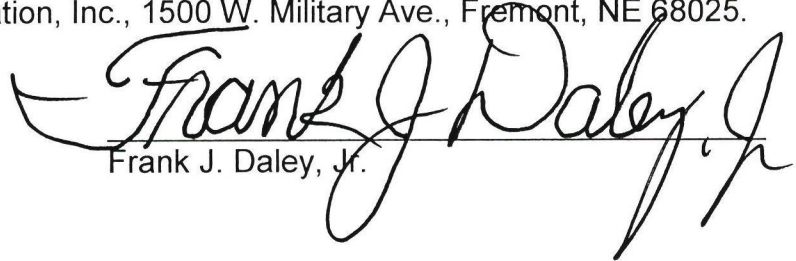
Nebraska Accountability and Disclosure Commission



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 15th day of January, 2021, to the following address: Ronald Vlach, Victory Transportation, Inc., 1500 W. Military Ave., Fremont, NE 68025.


Frank J. Daley, Jr.

1/6/21

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

In the Matter of Ron Vlach

2021 JAN 13

CASE No. 20-17
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 Ron Vlach, 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 a single violation of the NPADA: That the Respondent, as a member of the Platte Township Board of Dodge County, Nebraska, entered into contracts in excess of \$2,000 between Victory Transportation, Inc., a business in which the Respondent is an officer, 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: 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 has been a violation as alleged, 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 49-14,102 of the NPADA, as alleged and 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 and limitation of Civil Penalty: With respect to the alleged violation, as described above in Paragraphs 4 and 6, the maximum civil penalty for said violation is \$5,000.00. 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 payment 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 payment 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.



Ron Vlach

12-15-20

Date



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

1/15/21

Date