

NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522 https://nadc.nebraska.gov	POTENTIAL CONFLICT OF INTEREST STATEMENT NADC FORM C-2A	POSTMARK DATE <u>EM 2/3/25</u>
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3		OFFICE USE ONLY RECEIVED FEB 03 2025 NEBRASKA ACCOUNTABILITY and DISCLOSURE COMMISSION

- Any public official of any political subdivision must file this form if he or she has a potential conflict of interest. Additionally, any employee of a political subdivision whose annual salary and benefits exceed \$150,000 must file this form if he or she has a potential conflict of interest.
Exception: Public officials required to file a Statement of Financial Interests (Form C-1) should file Form C-2.
- This form should be filed with the person who normally keeps records for the political subdivision. The form may be filed with the Nebraska Accountability and Disclosure Commission to request an opinion from the NADC.
- Persons who fail to disclose a potential conflict of interest or who otherwise do not comply with the law are subject to penalties.

ITEM 1	NAME, ADDRESS AND TELEPHONE NUMBER
Name <u>Robinson, Mitchell W</u> Telephone No. <u>402-690-2148</u> Last First Middle Address <u>902 Madison St</u> <u>Fort Calhoun</u> <u>NE</u> <u>68023</u> STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE	
ITEM 2	TITLE, AGENCY, ADDRESS AND PHONE
Your Title <u>Mayor</u> Agency <u>City of Fort Calhoun</u> Agency Address <u>101 S. 14th St. Fort Calhoun, NE</u> Agency Phone <u>402-468-5303</u>	
ITEM 3	DESCRIBE POTENTIAL CONFLICT OF INTEREST IN DETAIL (Use Item 6 Continuation, if necessary)
Date action is to be taken or decision is to be made: _____ Description of Potential Conflict: I am currently the Mayor of Fort Calhoun, Nebraska. Fort Calhoun owns property near Fort Atkinson State Park, and the City of Omaha would like to enter into a long-term lease agreement with the City of Fort Calhoun to construct and maintain a gun range for the Omaha Police Department. As part of the agreement, the Washington County Sheriff's office would be allowed to use the gun range in the future. I am employed by the Washington County Sheriff's Office. I will receive no financial benefit from the lease agreement or the use of the gun range except as a Washington County Sheriff's Office employee. The sole benefit from the lease agreement to the Washington County Sheriff's Office is the use by law enforcement personnel for training. I have no further interest in the lease or the use by the Washington County Sheriff's Office other than referenced above.	

Revised July 2024

ITEM 4 PERSONS WHO MAY RECEIVE FINANCIAL BENEFIT OR DETRIMENT☐ You

N/A

☐ Member of your immediate Family: _____

NAME

Business With Which You

☐ Are Associated (See Definitions) _____

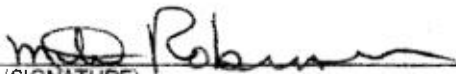
NAME OF BUSINESS

ITEM 5 NATURE OF FINANCIAL BENEFIT OR DETRIMENT

See Item 3.

ITEM 6 CONTINUATION

(SIGNATURE)



(DATE)

31 JAN 25

State of Nebraska

Accountability and Disclosure Commission

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

February 4, 2025



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

Mitchell Robinson
902 Madison Street
Fort Calhoun, NE 68023

Re: Your C-2A filed on February 3, 2025

Dear Mr. Robinson,

We are in receipt of a C-2A Potential Conflict of Interest Statement ("Statement") which you filed with the NADC on February 3, 2025. We thank you for your Statement, and we will address the question of possible conflict posed by it.

Facts. You are the Mayor of Fort Calhoun, Nebraska. You are also an employee of the Washington County Sheriff's Department.

The Omaha Police Department would like to enter into an agreement with the City of Fort Calhoun to lease certain property for the purpose of erecting and maintaining a gun range. The range would be utilized by the Omaha Police Department and the Washington County Sheriff's Department.

You have no financial interest in the property which is the subject of the proposed lease. You would have no financial interest in the construction or maintenance of the proposed gun range. You would have no financial interest in the proposed lease which would permit the construction and maintenance of the gun range.

Applicable Law. As the Mayor of Fort Calhoun, Nebraska, you are a "public official", as that term is defined in the Nebraska Public Accountability and Disclosure Act ("NPADA"). Section 49-1443 defines that term to mean, "...an...appointed official in...a political subdivision [of the State]."

Section 49-1499.03 of the NPADA provides as follows:

"Any public official of any political subdivision not designated in section 49-1493 who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated,....shall take the following actions..."

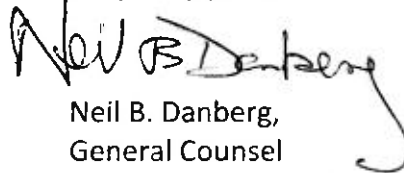
The actions include filing a Statement, as you have done, and requesting that the NADC provide a response to your Statement.

Analysis. Based upon the information which you have provided in your Statement, we conclude that neither you, nor any family member, nor any business with which you are associated would have any financial benefit or detriment as a consequence of leasing and maintaining the property for the proposed gun range. We conclude that you would not have a conflict of interest in the event that it was necessary for you to take action or make a decision with respect to the lease of the gun range.

We thank you for presenting your Statement to the NADC in a timely fashion, and for seeking an opinion with respect to it. If any of the facts which we have cited above are incorrect or incomplete, please contact us, since this may affect the conclusion as stated in this letter.

Please call me at 402-471-0846 if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Neil B. Danberg", with a long, sweeping flourish extending from the end of the name.

Neil B. Danberg,
General Counsel