

State of Nebraska Accountability and Disclosure Commission

P.O. BOX 95086
Lincoln, Nebraska 68509
nadc.nol.org



11th Floor, State Capitol
Phone (402) 471-2522
Fax (402) 471-6599

Synopsis of Case 12-06 Action Taken June 7, 2013

Respondent: Tracey Landenberger

The respondent, Tracey Landenberger, is the Police Chief of Sutton, Nebraska. A complaint against the respondent was filed on May 4, 2012 by Sutton resident Matthew Lambie alleging the use of public resources for campaign purposes and the use of public resources other than in accordance with law. A preliminary investigation was commenced alleging six violations of the Nebraska Political Accountability and Disclosure Act. The parties reached a settlement agreement. By the terms of the agreement the respondent agrees that the Commission may find: 1) that he used public resources under his control by using the Police Station for the storage of campaign signs in violation of §49-14,101.02; and 2) that he used public funds in excess of \$200.00 to purchase snack and food items other than in accordance with law in violation of §49-14,101.01(2). All other allegations are dismissed. The agreement provides for a civil penalty not to exceed \$750.00. The Commission approved the settlement agreement, including a civil penalty of \$750.00, with eight Commissioners concurring, none dissenting and none abstaining from participating and voting.

Violation: The Commission found that the respondent: 1) used public resources under his control by using the Police Station for the storage of campaign signs in violation of §49-14,101.02; and 2) used public funds to purchase snack and food items other than in accordance with law in violation of §49-14,101.01(2) of the Nebraska Political Accountability and Disclosure Act.

Civil Penalty: \$750.00

Attorney for the Respondent: J.L. Spray, Lincoln, Nebraska

Attorney for the Commission: Neil Danberg

Synopsis Prepared by: Frank Daley, Executive Director
Nebraska Accountability & Disclosure Commission
11th Floor State Capitol, P.O. Box 95086
Lincoln, NE 68509
402-471-2522

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

In the Matter of)
) **CASE No. 12-06**
)
Tracey Landenberger)
Respondent) **ORDER**
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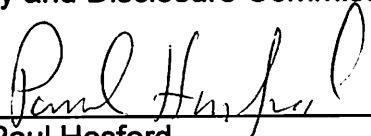
Now on this 7th day of June 2013, this matter comes before the Nebraska Accountability and Disclosure Commission. Commissioners Brostrom, Gale, Grant, Hosford, Mumm, Nelson, Conway, and von Gillern are present with Commissioner Hosford presiding. The Respondent is not present. Neil Danberg appears on behalf of the Commission. The Commission notes the submission of a proposed settlement agreement.

Whereupon, the Commission with 8 (eight) Commissioners concurring finds that, in accordance with the Settlement Agreement, there is sufficient evidence to find, and the Commission so finds, two violations of the Nebraska Political Accountability and Disclosure Act as follows: a violation of Section 49-14,101.02, utilization of public resources for campaign purposes, and a violation of Section 49-14,101.01 expending public funds other than in accordance with prescribed constitutional, statutory, or regulatory procedures or for personal gain.

The Commission assesses a civil penalty in the amount of \$750.00. The attached Settlement Agreement, and the terms thereof are approved and incorporated into this Order as if fully set forth herein.

Issued this 7th day of June, 2013.

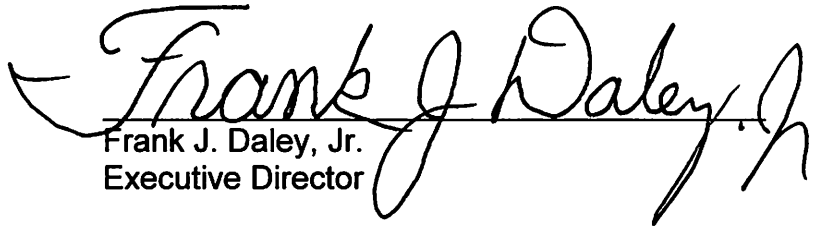
Nebraska Accountability and Disclosure Commission



Paul Hosford
Chairman

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 7th day of June, 2013, to the following at the following address or addresses: Tracey D. Landenberger, 703 S. Saunders Ave., P.O. Box 243, Sutton, Nebraska; and his attorney, J.L.Spray, Mattson Rickets Davies Stewart & Calkins, 134 S.13th Street #1200, Lincoln, NE 68508-1901.


Frank J. Daley, Jr.
Executive Director

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

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In the Matter of Tracey Landenberger)
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CASE No. 12-06

SETTLEMENT AGREEMENT

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NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

- 1) **Parties:** The parties to this Settlement Agreement (hereinafter "Agreement") are the Nebraska Accountability and Disclosure Commission, hereafter referred to as the "Commission" and Tracey Landenberger, hereinafter referred to as the "Respondent."
- 2) **Jurisdiction:** The Respondent acknowledges the jurisdiction of the Commission pursuant to the Nebraska Political Accountability and Disclosure Act ("NPADA").
- 3) **Intention:** The parties enter into this Agreement with the understanding that this Agreement shall constitute a waiver of a formal hearing on the alleged violations as described in Paragraphs 4, 5 and 6 of this Agreement, thereby resolving the matter without further delay and expense to the parties.
- 4) **The Alleged Violations:** In its Second Amended Notice of Preliminary Investigation, the Commission alleged that the Respondent violated the NPADA, Section 49-14,101.02(2) in two respects by using public resources for campaign purposes, and violated the NPADA, Section 49- 14,101.01(2) in three respects by utilizing public funds for purchases which were other than in accordance with constitutional, statutory or regulatory procedures, or for personal gain, the offenses having occurred from January 2010 to June 2012.
- 5) **Admissions and Statements of the Respondent and Restatement of Alleged Violations to which this Agreement Shall Apply:** The Respondent states and admits that during the time in question, he was the Police Chief of Sutton, Nebraska, and that he was responsible for the public resources entrusted to him in that position. The Respondent and the Commission state that the alleged violations to which this Agreement will apply are the first and fourth alleged violations in the Second Amended Notice of Preliminary Investigation, which are restated as follows:
(a) That on or about January 2010 to June, 2012, the Respondent used public resources under his control for the purpose of campaigning for or against the nomination or election of a candidate, in that he utilized police department offices for the purpose of storing campaign signs in violation of Section 49-14,101.02(2); and (b) That on or about March 15, 2010 and continuing until June 28, 2012, the Respondent used public funds to purchase snack and food items in the amount of over \$200.00 for purposes other than in accordance with prescribed constitutional, statutory and regulatory procedures, in violation of Section 49-14,101.01(2).

- 6) Violations of the NPADA: With respect to the alleged violations, as described in Paragraph 5, the Respondent states that it was not his intent to commit the alleged violations in that he anticipated and believed that the expenditures and resources in question were appropriately used. Nonetheless, the Respondent agrees and stipulates that if the two alleged violations, as recited in Paragraph 5 of this Agreement, proceeded to a Hearing, there is sufficient evidence for the Commission to find that there was a violation of each, as so alleged in Paragraph 5. Respondent further states that the Commission could therefore find a violation of each Statute as described in Paragraph 5, above. He further states that he would not contest such a finding, and he agrees that the Commission may enter an order in accordance with such a finding.
- 7) Dismissal of Remaining Violations and Civil Penalty: The parties have agreed that the remaining alleged violations, other than those two violations as described in Paragraphs 5 and 6 of this Agreement, will be dismissed. The parties further agree that, in the event the Commission imposes a civil penalty in this matter, said penalty will not exceed a total amount of \$750.00.
- 8) Future Compliance: The Respondent agrees that in the future, all public resources entrusted to his custody and control will be utilized in accordance with constitutional, statutory and regulatory procedures.
- 9) The NADC 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 shall, if it approves the Settlement, enter an Order in accordance with the terms of this Agreement.
- 10) Effective Date of Agreement: This Agreement shall not be binding upon the parties until approved by the Commission. 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 relating to it shall be announced at an open public meeting of the Commission and that the vote on such matters shall take place during the Closed Session portion of the meeting. The parties acknowledge that upon adoption, this Settlement Agreement, the Order and the Commission's file pertaining to this matter shall become open and public.
- 11) Waiver of Right to Address the Commission: The Respondent waives his right to address the Commission on the matters of the amount of the civil penalty and of the approval of this Settlement Agreement, contingent upon this Agreement being approved by the Commission.

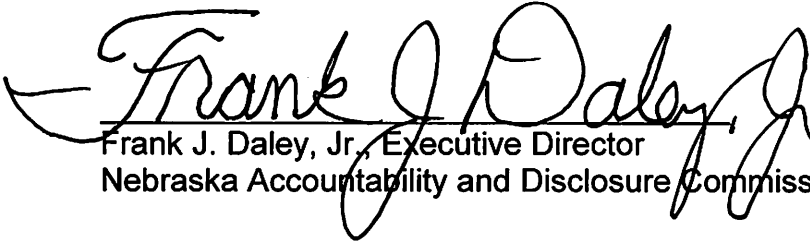
Tracey D. Landenberger


Tracey Landenberger, Respondent

6-5-13

6-5-13

Date


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

6-7-13

Date