

Opinion No. 95-55

BEFORE THE NEVADA COMMISSION ON ETHICS

In the Matter of the First-Party Request for Opinion of YVON WEAVER, Manager, Carson City Airport Authority; and NEIL WEAVER, Chairman, Board of Trustees, Carson City Airport Authority

This Opinion is in response to a first-party opinion request filed with the Nevada Commission on Ethics (Commission) by Ms. Yvon Weaver, Manager of the Carson City Airport Authority (CCAA), who, along with her husband, Neil Weaver, Chairman of the Board of Trustees for the CCAA, also holds a master lease of Carson City Airport premises. Following allegations by one of the Weavers' sublessees that the Weavers' actions as landlords constituted a conflict of interest which prevented them from properly carrying out their public duties for the CCAA, Ms. Weaver requested the Commission to determine whether she and her husband had engaged in any conduct prohibited by the Code of Ethical Standards.

The Commission met to receive testimony and other evidence in this matter on March 8, 1996, in Carson City, Nevada. Yvon and Neil Weaver and Paul Lipparelli, Carson City Deputy District Attorney, testified. Statutory confidentiality of all proceedings was waived by Ms. Weaver and the Commission's hearing on this opinion request were, therefore, open to the public.

Based upon the foregoing, the Commission makes the following Findings of Fact and issues the Decision that follows.

FINDINGS OF FACT

1. The CCAA was established in 1989 pursuant to the Municipal Airports Act, NRS ch. 496. Pursuant to authority expressly invested in the CCAA under the Act, the CCAA adopted the rules and regulations governing the management, government, and use of the Carson City Airport, codified in Title 19^[1] of the Carson City Municipal Code.
2. The governing authority of the CCAA is a board of trustees which consists of seven members appointed by the Carson City Board of Supervisors. The board of trustees has the power to: (1) lease, sell or otherwise dispose of any property; (2) employ a manager of the airport, attorneys and other personnel necessary to the discharge of its duties; (3) adopt, enforce, amend and repeal any rules and regulations necessary for the administration and use of the airport; and (4) take such other action as is necessary to comply with any statute or regulation of this state or of the Federal Government.
3. The CCAA 's bylaws provide that the CCAA shall have the authority to establish administrative procedures, operating policies, and other orders necessary to carry out the policy, direction, and powers vested in the CCAA by State law and local ordinance.
4. In 1987, Yvon and Neil Weaver became licensed, fixed-based operators^[2] at the Carson City Airport (Airport) when they leased property from Carson City (hereinafter referred to as the "master lease") to operate a private business, Mentors Unlimited. The Weavers' subsequently subleased portions of the property held by the master lease to three other fixed-based operators: American Warbirds, Flightcraft, and George Byard. Mentors Unlimited and American Warbirds are the only entities that conduct business on the Airport property. All fixed-based operators are subject to the applicable requirements of Chapter III of Title 19, and the terms of the master lease require the

Weavers to enforce the law in regard to their subleases. Numerous references in the sublease agreements and the various other agreements incorporated by reference therein, require the lessee or sublessee of the premises to keep the sublet premises in good condition and repair and to be bound by all rules and regulations adopted by the CCAA relative to use of the premises. If the Weavers, as sublessors, could not make their tenants comply with the provisions of Title 19, the City could dissolve the master lease it had with the Weavers. If the master lease was dissolved, then American Warbirds could assume the master lease.

5. In 1994, Neil Weaver was appointed to the CCAA by the Carson City Board of Supervisors. Yvon Weaver was subsequently appointed by the CCAA as Manager of the CCAA to perform all duties of the office of Carson City Airport Code Enforcement Officer.^[3] At the time of his wife's appointment, Neil Weaver disclosed their marital relationship and abstained from voting on the matter.

6. Since the time of his appointment to the CCAA, Mr. Weaver has abstained from voting on CCAA agenda items which may relate to the Mentors Unlimited's subleases.

7. On January 6, 1995, Ms. Weaver, in her capacity as Airport Manager, wrote to Mr. John Kelley of El Aero Services, requesting that he remove all cars, boats, vans etc. from behind and around the porta hangars.

8. On February 20, 1995, and again on May 20, 1995, Mr. Steven E. Tackes, CCAA Chairman, wrote to Mr. Dennis Buehn of American Warbirds requesting that American Warbirds' remove a storage container and equipment located on Airport property along the west fence-line of American Warbirds' facility. The CCAA stated that the area was designated for car parking only and that it must be cleared of storage. Mr. Tackes' first letter stated as follows:

It has been noted that a large portion alongside the fence, adjacent to the Fire Department, is being utilized by you for storage of trailers, aircraft, containers, engines etc. I believe this to be in conflict with the Airport Authority's intent when you were given permission to utilize a portion of that area for employee parking. Also, spaces alongside the T -hangars are not to be used for storage of vehicles.

Your cooperation in having these areas cleared is appreciated.

In his letter of May 25, 1995 to Mr. Buehn, Chairman Tackes repeated the CCAA's determination that the property allowed American Warbirds for vehicle parking was not to be used for storage purposes.

9. On June 1, 1995, Mr. Buehn wrote to Chairman Tackes to itemize the vehicles, dumpsters, and numerous junk items he claimed to be stored on airport property by other lessees of the airport, including the fire department, Mentors Unlimited, El Aero, Silver Sky, George Byard, and Sage Air. Mr. Buehn's correspondence was accompanied by maps and photographs of the affected areas. Mr. Buehn offered to pay \$300.00 per year to lease the property upon which his storage container was situated, payable in advance, to coincide with the length of the lease term of his hangar. Mr. Buehn proposed that he would paint the container to match that of the hangar.

10. On June 14, 1995, Mr. John Kelly, Vice-Chairman of the CCAA, wrote to Mr. Buehn to remind him of the CCAA's prior correspondence and determination that the affected area was not to be used for storage and that it must be cleared. Mr. Kelly admonished him to make immediate arrangements for the removal of all items from this area. Mr. Kelly stated that commencing July 1, 1995, the fenced area off of Goni Road would be insured for the purpose of storage and that if Mr. Buehn desired to discuss the possibility of renting storage space in this area, he was welcome to contact Yvon Weaver for information.

11. In June 1995, Neil Weaver was elected as Chairman of the CCAA.

12. On July 13, 1995, the CCAA discussed American Warbirds' lease. As Mr. Buehn was not present at the meeting, CCAA member and former Chairman Tackes explained Mr. Buehn's request as outlined in his June 1, 1995 letter to Mr. Tackes. Mr. Tackes stated, however, that the property that Mr. Buehn proposed to lease for storage was designated for parking only and was needed for that use. The CCAA continued further discussion and action regarding American Warbirds' lease until August 10, 1995. On August 10, 1995, Mr. Buehn rescinded his request to lease a small area for storage because he had since decided to remove the stored materials.

13. On August 16, 1995, Mr. Tackes requested that Ms. Weaver write a letter to Mr. Buehn to inform him that American Warbirds' failure to comply with CCAA rules and regulations rendered it in breach of its lease and in violation of Carson City Municipal Code § 18.05.031(1), which prohibits boxcars, semitruck trailers, or similar enclosures from being used for storage purposes unless a building permit is obtained,^[4] and § 19.02.020(8), (9), and (10). (See footnote 1 of this Opinion for text of these provisions.) Ms. Weaver's letter further instructed Mr. Buehn as follows:

The Airport Authority has not and will not approve the placement and/or storage of your shipping container, fuselages, air stairs, and misc. items, at the Carson City Airport. Please remove these items within 5 days from the date of this correspondence...

If you do not clear these deficiencies within the allotted time, a citation will be issued and the matter will be turned over to the District Attorney's office.

14. On August 17, 1995, Ms. Weaver, in her capacity as Airport Manager, wrote to Mr. Walter Sullivan, Community Development Director of the Carson City Community Development Department (Development Department) to describe the problems the CCAA had with American Warbirds' storage of property and to request advice as to how the Development Department could respond.

15. Also on August 17, 1995, Ms. Weaver forwarded to Mr. Mark Forsberg, deputy district attorney, copies of her letters to Mr. Buehn and Mr. Walter Sullivan. Ms. Weaver stated to Mr. Forsberg that because she anticipated that Mr. Buehn would not comply with her requests, she would appreciate any advice as to how she could ensure that the situation was resolved in a timely manner to the satisfaction of the CCAA.

16. Because all seven of the CCAA members and its manager were code enforcement officers, and because the legal issues facing the CCAA had not been advanced by the Development Department, the District Attorney took no action to advise the CCAA in its attempts to enforce Title 19 against American Warbirds. Mr. Forsberg testified that if the matter had begun as a land use, zoning violation, or public nuisance issue, the District Attorney would have provided legal assistance to the Development Department in its efforts to enforce the zoning and land use regulations.

17. On September 14, 1995, the CCAA discussed possible action regarding American Warbirds' lease and its outside storage of materials. American Warbirds' attorney, Mr. Mark Amodei, spoke at the meeting and raised a concern that Ms. Weaver might have a conflict of interest because of her dual capacity as Airport Manager and as American Warbirds' landlord. Mr. Amodei requested that the agenda item be continued based upon some correspondence concerning violation of the Ethics in Government Law. The matter was continued to the CCAA's meeting of October 12, 1995.

18. On October 26, 1995, the CCAA reviewed and adopted a policy concerning potential conflict of interest situations and made provision therefore in its bylaws. The adopted policy states that when a CCAA member has a real, perceived, or potential conflict of interest in a matter, either directly or indirectly, he or she must disclose the alleged conflict, refrain from acting in his or her official capacity as a CCAA member with regard to the matter, leave the dais,

and refrain from casting a vote on any agenda item at issue. The CCAA member would be permitted to comment on the matter, however, in the public testimony portion of the meeting.

19. On November 9, 1995, the CCAA directed, in accordance with its new conflict-of-interest policy, that Mr. Weaver remove himself from any discussion concerning the subject of American Warbirds' storage container. He would still, however, be permitted to participate in the matter as a member of the public. The CCAA determined to make member Mr. Lou Buckley the CCAA 's permanent arbitrator for Mentors Unlimited regarding the dispute between Mentors Unlimited and American Warbirds .The CCAA also ordered that American Warbirds, container be removed immediately from its present location to a location acceptable to Mr. Buckley. Ultimately, Mr. Buckley recommended that Mentors Unlimited seek legal action against American Warbirds for its failure to comply with the terms of its sublease.

20. On November 13, 1995, the Weavers' private legal counsel, Mr. Scott J. Heaton, wrote to Ms. Weaver to inform her of the procedure she should follow in terminating Mr. Buehn ' s sublease and set forth the language to be used to formally notify Mr. Buehn of his default and breach under the sublease agreement.

21. On December 6, 1995, Mr. Juan F. Guzman, Senior Planner of the Development Department, notified Mr. Buehn that he was in violation of Carson City Municipal Code § 18.05.031.

22. On January 5, 1996, Mr. Amodei wrote to Mr. Heaton to inform him that American Warbirds had removed the container on its property pursuant to Title 18 of Carson City's ordinances and in response to the letter received from Mr. Guzman. However, because Mr. Amodei did not believe that a **trailer** on the property was in violation of either Airport regulations or City ordinances, it would not be moved. Attached to Mr. Amodei's letter was a draft complaint on the Buehns' behalf against the Weavers for breach of contract, bad faith, unjust enrichment, breach of covenant of 'quiet enjoyment, and emotional distress. In addition to general compensatory damages for each claim for relief, the Buehns sought punitive damages against the Weavers for their alleged misconduct.

ANALYSIS AND OPINION

Based upon the Findings of Fact, the Commission concludes that Yvon and Neil Weaver are public officers pursuant to NRS 281.4365 in their respective capacities of CCAA manager and CCAA member, respectively, and that Neil Weaver is additionally a member of the legislative branch as such is defined in NRS 281.4355. As such, they are subject to Nevada's Code of Ethical Standards.

A public officer owes an undivided duty to the public and is not permitted to be placed in a position which will create conflicting duties or cause the public officer to act other than for the best interest of the public. The purpose of the Code of Ethical Standards has been declared by the legislature in NRS 281.421(1)(b) and (2):

1. It is hereby declared to be the public policy of this state that:

.....

(b) A public officer or employee must commit himself to avoid conflicts between his private interests and those of the general public whom he serves.

2. The legislature finds that:

(a) The increasing complexity of state and local government, more and more closely related to private life and enterprise, enlarges the potentiality for conflict of interests.

(b) To enhance the people's faith in the integrity and impartiality of public officers and employees, adequate guidelines are required to show the appropriate separation between the roles of persons who are public servants and private citizens.

The issues presented in this matter are: (1) whether the Weavers' dual capacities as public officials of the CCAA and landlords of a master lease of Airport property constitute inherent conflicts of interest in violation of the Code of Ethical Standards; (2) whether under NRS 281.481(2)^[5], while acting in their private capacities as landlords, the Weavers' improperly used their public employment to influence CCAA action with regard to materials stored on Airport property by American Warbirds which was intended to achieve the termination of American Warbirds' sublease; and (3) whether under NRS 281.501(2) and (3)^[6], Mr. Weaver had a pecuniary interest in or commitment in his private capacity as a master leaseholder that required him to disclose such interest or commitment or abstain from voting as a member of the CCAA on matters that pertained specifically to American Warbirds. We find for the reasons that follow that neither the Weavers' dual public and private capacities nor their conduct in regard to American Warbirds' matter was unethical, and the Weavers' will engage in no improprieties or conflict in this regard as long as their actions as public officers comply with the dictates of NRS 281.501(2) and (3) and the related guidelines provided herein.

I. The Dual Capacities of the Weavers' Private and Public Roles

Mr. Buehn alleged that the Weavers' dual capacities as officers of the Airport and master leaseholders from the Airport created an inherent violation of the Code of Ethical Standards. We disagree. A dual capacity creates a scenario in which a violation of the Code of Ethical Standards can easily occur absent due care and consideration. Our role, though, is to examine an official's conduct, not his or her status. Thus, we cannot conclude that there is such a thing as an **inherent** conflict of interest resulting from the Weavers' dual capacities. To hold otherwise would be to exclude the most knowledgeable and concerned citizens from participating in those functions of local government with which they would be most interested and useful. We must, therefore, move to an examination of the Weavers' conduct to determine whether they acted in contravention of the Code of Ethical Standards.

II. The Weavers' Attempts to Enforce Compliance With Airport Rules and Regulations

Mr. Buehn's contended that the Weavers used their public positions to influence CCAA action with regard to the storage of materials by the American Warbirds on Airport Property in an attempt to enable the Weavers' termination of American Warbirds' sublease. According to NRS 281.481(2), a public officer may not use his position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself, any member of his household, or any business entity in which he has a significant pecuniary interest or any other person. A public official simply may not use the authority of his or her office to resolve his or her private business concerns.

The Commission concludes that the Weavers' have a significant pecuniary interest in their business entity, Mentors' Unlimited, and in the master lease of Airport property upon which sublessees, including American Warbirds, conduct their own fixed-based operations. Because the Weavers, as holders of the master lease, are not only legally required to conform with Titles 18 and 19 and with Airport rules and regulations, but to **enforce** these provisions as applied to their subleases as well, they have a direct and substantial pecuniary interest in assuring their sublessees' compliance. The significance of such interest is demonstrated by the repercussions of noncompliance: termination by the City of the Weavers' master lease and assumption of that interest by another, possibly by the very sublessee responsible for the precipitating infraction.

Of course, the conclusion that the Weavers had a significant pecuniary interest in their own business is merely the starting point of our analysis, not the end, because we must determine whether they acted by using their governmental positions to further their private interests through the securing of "unwarranted privileges, preferences, exemptions or advantages." The record reflects that all Airport property, including that held under a master lease or sublease, is under the jurisdiction of the CCAA. The CCAA has not only the authority but the obligation to enforce and administer airport rules and regulations. Thus, in both their private and public capacities, the Weavers were

legally obliged to compel compliance with Titles 18 and 19 of the Carson City Municipal Code, which clearly prohibited unauthorized outside storage of trailers and placement of refuse or other materials upon nonapproved areas.

There was no evidence that the Weavers directed, persuaded, or otherwise prompted the letters sent to American Warbirds by the CCAA Chairman and Vice-Chairman. Rather, the record showed that the Weavers were careful to avoid entanglement in the dispute between the CCAA and American Warbirds. Only after American Warbirds' failure to respond to the first two letters did Mrs. Weaver undertake any official act with regard to American Warbirds (by her correspondence of August 16, 1995, and that only by a directive from Chairman Tackes, not upon her own initiative.

The evidence showed that the CCAA had attempted to compel American Warbirds to adhere to the same rules and regulations applicable to all other airport tenants. No individual or company received special privileges. At the time the Weavers sought to determine their private rights and remedies in response to American Warbirds' breach of its sublease, rather than invoking use of their public offices in an attempt to obtain legal advice from government-employed attorneys, they sought the assistance of *privately retained* legal counsel in their capacities as landlords. Though the Weavers' private end was similar to the CCAA's public end, namely obtaining American Warbirds' compliance with the Carson City Municipal Code, the record demonstrated that the Weavers were careful to keep their private interests and sublease enforcement separate from their public duties to enforce the applicable code provisions against American Warbirds. Under these circumstances, we cannot conclude that the Weavers used their public positions to secure for themselves any unwarranted advantage regarding their private relationship with American Warbirds.

III. Disclosure and Abstention Regarding American Warbirds' Matters

The language in NRS 281.501(2) and (3) (See footnote 6, *supra*) are the standards guiding when a member of the legislative branch must make disclosure and abstain from voting upon a matter before the board of which he is a member. Pertinent to this matter is the question whether Mr. Weaver's private interest as a master leaseholder and sublessor to American Warbirds required that Mr. Weaver disclose his interest and abstain from participation in the CCAA's matters relating to American Warbirds. As we have previously concluded, the Weavers' interest in Mentors Unlimited was a pecuniary and personal interest that would raise ethical considerations. American Warbirds' failure to comply with code provisions would result not only in violation of the law, but might subject the Weavers to liability in their private capacities. Sensitive to the issues implicated thereby, Mr. Weaver routinely avoided participating as a voting member of the CCAA during the course of his public employment in matters concerning American Warbirds.

In *Matter of the Opinion Request Regarding Richard Harless*, [Opinion No. 92-10](#), the Commission determined that Mr. Harless, as a member of the Board of Trustees for the Airport Authority of Battle Mountain, violated the provisions of NRS 281.501(3) by failing to disclose his business relationship with and interest as a sub-lessee of an airport hangar from a lease-holder when a proposed lease agreement between the leaseholder and the airport authority came before the Board of Trustees for consideration. Although the Commission determined that Mr. Harless failed in his obligation to disclose his personal and pecuniary interest, the Commission further held that because a private lease agreement of the nature and scope of that between the leaseholder and Mr. Harless would not affect the independence of judgment of a reasonable person, Mr. Harless was not additionally required to abstain from voting on the proposed lease agreement pursuant to the provision of NRS 281.481(2).

Similarly, we find that Mr. Weaver had a duty to disclose the full nature and extent of his business interest with Mr. Buehn and American Warbirds pursuant to NRS 281.501(3) prior to discussing, advocating, or otherwise acting on a matter with respect to Mr. Buehn and American Warbirds. Unlike the situation in [Harless](#), however, we determine that Mr. Weaver was also required to **abstain** from voting on such matters as well because after having heard testimony and reviewed other evidence in this case, it is apparent that considerable ongoing differences existed

between the Weavers and the Buehns that would materially affect the independence of judgment of a reasonable person in Mr. Weaver's circumstances. The mere fact that Mr. Weaver retains a master lease of Airport property leaves him no apparent autonomy on issues confronting him as a board member when that lease or his role as landlord of such lease is implicated.

Accordingly, whenever a matter concerning the enforcement of the Carson City Municipal Code as well as Airport rules and regulations against American Warbirds is presented to the CCAA for action, whether it effects the Weavers' lease or otherwise, NRS 281.501(2) and (3) require Mr. Weaver to disclose the fact that he holds a master lease under which American Warbirds is a sublessee and to abstain from voting on that matter. Further, we recommend that Yvon Weaver be permitted by the CCAA to "step back" from performing any of her otherwise applicable public duties in connection the CCAA's disputes or dealings with American Warbirds. It is also clear that the Weavers' must exercise great caution when addressing other similar issues regarding their master lease and their other subtenants.

CONCLUSION

Both Weavers have acted correctly and ethically by keeping their personal interest in their master lease and their personal pursuit of American Warbirds' compliance therewith separate from their official acts with the CCAA. Based upon the record, the Commission finds no evidence of any conduct or improprieties in violation of the Code of Ethical Standards which would suggest that there was a conflict between the Weavers personal interests in achieving termination of American Warbirds' lease and their public responsibilities as CCAA officials.

COMMENT

It is specifically noted that the foregoing Opinion applies only to these specific circumstances, and may not apply to other circumstances. The provisions of the NRS as quoted and discussed above must be applied on a case-by-case basis, with results which will vary depending on the specific facts and circumstances involved.

DATED: September 13, 1996

NEVADA COMMISSION ON ETHICS

By: /s/ MARY E. BOETSCH, Chairwoman

[1] Title 19 of the Carson City Municipal Code consists of Chapters 19.02, 19.03, and 19.05. The relevant portions of the Airport Rules and Regulations at issue in this Opinion are contained in Chapter 19.02, section 19.02.020, chapter III, sections 7, 8, 9, subsections 14 and 16 of section 10, and chapter IV, section 3.

Chapter 19.02 AIRPORT RULES AND REGULATIONS

Sections:

....

19.02.02 Text of rules and regulations.

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CHAPTER III
AIRPORT OPERATORS, LEASES, AND CONCESSIONS

SECTION 7. REFUSE. No person shall throw, dump or deposit any waste, refuse or garbage on the Airport. All waste, refuse or garbage shall be placed and kept in closed garbage cans or containers and all operating areas shall be kept in a safe, neat, clean and orderly manner at all times and in such a manner as to minimize any hazards.

SECTION 8. APPROVAL OF CONSTRUCTION. No buildings, structures, tie-down, ramps, paving, taxi areas, or any other improvement or addition on the Airport shall be placed or constructed on the Airport, or altered or removed without the prior approval of the Airport Authority. In the event of any construction, the Airport Authority may, in its discretion, require an appropriate bond to guarantee the completion of the construction in accordance with the Airport Authority approval. All construction shall have or obtain within 60 days of Airport Authority approval all Carson City approvals. Without Airport Authority approval no Carson City permits will be issued.

SECTION 9. OPERATION AREA. No person authorized to operate on or conduct business activities on the Airport shall conduct any of its business or activities on any area except those specified by the Airport Authority, or the Airport Manager, and the leased areas.

SECTION 10. FIXED BASE OPERATORS.

14. Unless otherwise provided by the Airport Authority, all operations of the fixed based operator shall be conducted on one area of sufficient size to accommodate all services for which the operator is licensed, allowing for future growth and additional services as contemplated by the Airport Authority or the applicant, at the time of application, to the extent however, that space is available on the Airport. The fixed base operator shall carry on his business operations strictly within the areas assigned him by the Airport Authority and his operations shall not in any way interfere with the operations of other fixed base operators; agencies or other businesses operating on the Airport; the use of the Airport by the general public; or with any common use areas. The fixed base operator shall not use any common use areas except as authorized by these rules.

16. A fixed based operator shall cooperate with the Airport Manager in operation, management and control of the Airport and shall do all things reasonable to advance or promote the Airport and aeronautical activities thereon and to develop the Airport into an attractive, efficient, and modern airport.

CHAPTER IV
PENALTIES

SECTION 3. Any person who willfully refuses to abide by or who violates any provision contained in this title is guilty of a misdemeanor and shall, upon conviction, be punished by a fine of not more than one thousand dollars or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

[2] A fixed base operator is required to carry on one or more of the following services intended to be for profit on the Airport: Aircraft sales, parts and accessories sales, charter operations, aircraft rental, flight instruction or ground school, aircraft storage, and maintenance, line, and airline services. Title 19, Chapter III, Section 10, Paragraph (3).

[3] All seven members of the CCAA, as well as its manager are required to act as Carson City Airport Code Enforcement Officers.

[4] Section 18.05.031(1) is contained in Chapter 18.05 ("Provisions Applying to a11 Use Districts) of Title 18, entitled "Zoning." Section 18.05.031(1) provides:

Except as otherwise provided in this section, no automobile, recreational vehicle, tent, train, boxcar, semitruck trailer, passenger coach, bus, streetcar body or similar enclosure may be used or erected for storage or occupied for living or sleeping purposes in any use district.

[5] NRS 281.481(2) provides in pertinent part:

A public officer shall not use his position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself, any member of his household, or any business entity in which he has a significant pecuniary interest, or any other person.

[6] NRS 281.501(2) and (3), which set forth the requirements that public officers must conform when determining to discuss, advocate, or vote upon a matter, read in pertinent part as follows:

2. In addition to the requirements of the code of ethical standards, a member of the legislative branch shall not vote upon or advocate the passage or failure of, but may otherwise participate in the consideration of a matter with respect to which the independence of judgment of a reasonable person in his situation would be materially affected by:

- (a) His acceptance of a gift or loan;
- (b) His pecuniary interest; or
- (c) His commitment in a private capacity to the interest of others.

It must be presumed that the independence of judgment of a reasonable person would not be materially affected by his pecuniary interest where the resulting benefit or detriment accruing to him is not greater than that accruing to any other member of the general business, profession, occupation or group.

3. A public officer or employee shall not approve, disapprove, vote, abstain from voting, or otherwise act upon any matter:

- (a) Regarding which he has accepted a gift or loan;
- (b) Which would reasonably be affected by his commitment in a private capacity to the interest of others; or
- (c) In which he has a pecuniary interest, without disclosing the full nature and extent of the gift, loan, commitment or interest. Such a disclosure must be made at the time the matter is considered. If the officer or employee is a member of a body which makes decisions, he shall make the disclosure in public to the chairman and other members of the body....