



## STATE OF NEVADA

### BEFORE THE NEVADA COMMISSION ON ETHICS

In the Matter of the Third-Party Request  
for Opinion Concerning the Conduct of  
**Brad Bonkowski**, Supervisor, Ward 2,  
Board of Supervisors, Carson City,  
State of Nevada,

Request for Opinion No. **16-78C**

Subject. /

#### STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Third-Party Request for Opinion ("RFO") No. 16-78C before the Nevada Commission on Ethics ("Commission") concerning Brad Bonkowski ("Bonkowski"), a Member of the Carson City Board of Supervisors ("Board"), State of Nevada, and serves as the final opinion in this matter.

2. **JURISDICTION:** At all material times, Bonkowski served as an elected member of the Board. As such, Bonkowski is a public officer, as defined in NRS 281A.160. The Ethics in Government Law ("Ethics Law") set forth in NRS Chapter 281A gives the Commission jurisdiction over elected and appointed public officers and public employees whose conduct is alleged to have violated the provisions of NRS Chapter 281A. See NRS 281A.280. Accordingly, the Commission has jurisdiction over Bonkowski in this matter.

3. **PROCEDURAL HISTORY BEFORE COMMISSION:**

- a. On or about November 7, 2016, the Commission received RFO No. 16-78C from a member of the public ("Requester"), alleging that Bonkowski:
- 1) Failed in his commitment to avoid conflicts between his personal interests and his public duties (NRS 281A.020(1));
  - 2) Used his public position to secure or grant an unwarranted advantage for himself (NRS 281A.400(2));
  - 3) Suppressed a governmental report or other document related to his pecuniary interests (NRS 281A.400(3));

- 4) Used governmental resources for a nongovernmental purpose or for the private benefit of himself or any other person (NRS 281A.400(7));
  - 5) Attempted to influence benefit his personal or financial interest through the influence of a subordinate (NRS 281A.400(9));
  - 6) Failed to disclose his personal interest in certain commercial property he owns/leases related to the City's approval of an agenda item (NRS 281A.420(1));
  - 7) Failed to abstain from voting on the City's approval of an agenda item that purportedly had a material effect on his private property (NRS 281A.420(3)); and
  - 8) Improperly participated in negotiating and/or bidding on a contract affecting his private business interests (NRS 281A.400(3) and NRS 281A.430)).
- b. On November 10, 2016, staff of the Commission issued a Notice to Subject under NRS 281A.440(2), stating that the Commission accepted jurisdiction to investigate the allegations regarding violations of NRS 281A.020(1), NRS 281A.400(2) and (3), NRS 281A.420(1) and (3) and NRS 281A.430. Bonkowski was provided an opportunity to respond to the RFO.
  - c. On or about January 12, 2017, Bonkowski, through his legal counsel, Carson City Chief Deputy District Attorney Adriana G. Fralick, Esq., provided a written Response to the RFO.
  - d. On April 19, 2017, the Executive Director presented a recommendation relating to just and sufficient cause to a two-member investigatory panel pursuant to NRS 281A.440(4).
  - e. A Panel Determination issued on April 25, 2017 concluded that:
    - 1) Credible evidence supports just and sufficient cause for the Commission to render an opinion in the matter regarding the allegations pertaining to NRS 281A.020, 281A.400(2) and 281A.420(1) and (3).

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2) Credible evidence does not substantiate just and sufficient cause for the Commission to consider the alleged violations of NRS 281A.400(3) and NRS 281A.430. Accordingly, these allegations were dismissed.<sup>1</sup>

f. The Commission notified Bonkowski of the time and place set for a Commission hearing in this matter. In lieu of a full hearing, Bonkowski now enters into this Stipulated Agreement acknowledging his duty as a public officer to commit himself to protect the public trust and conform his conduct to Chapter 281A of the Nevada Revised Statutes.

4. **PROPOSED STIPULATED FACTS:** At all material times, the following facts were relevant to this matter: <sup>2</sup>

a. Brad Bonkowski has served as an elected Carson City Supervisor for Ward 2 since 2012. He is a public officer as defined in NRS 281A.160.

b. The Carson City Board of Supervisors is a political subdivision as defined in NRS 281A.145.

c. In his private capacity, Bonkowski is a commercial real estate broker, conducting his real estate business through an entity called Brandie Enterprises, LLC (“Brandie Enterprises”), a Nevada domestic limited liability company formed in 1999.

d. Bonkowski is one of two officers/managers of Brandie Enterprises.

**Gregg Street Partners, LLC and the Carson Street Property**

e. Brandie Enterprises is one of three named officers of Gregg Street Partners, LLC (“Gregg Street Partners”), a Nevada domestic limited liability company formed in 2003.

f. In 2005, Gregg Street Partners purchased commercial property located at 4385 South Carson Street (“Carson Street Property”) from William Schneider (“Schneider”). At the time of the purchase, the Carson Street Property was

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<sup>1</sup> The provisions of NRS 281A.400(3) and 281A.430 prohibit public officers from negotiating or executing certain contracts “between” a governmental entity and the public officer (or his/her business entity). In this RFO, the contract at issue was “between” Carson City and NDOT, not Bonkowski and/or Gregg Street Partners.

<sup>2</sup> Stipulated Facts do not constitute part of the “Investigative File” as that term is defined by NRS 281A.440(17). All statutory and common law protections afforded to the Investigative File shall remain and are not affected by this Stipulated Agreement.

- being leased by Frank Gomez (“Gomez”) to operate Woody’s Convenience Store, Diner and Gas Station (“Woody’s”).
- g. Gregg Street Partners assumed the Gomez lease, which terminated when Woody’s closed in 2009.
  - h. In September 2011, Gregg Street Partners entered into a lease with the Red Hut Company, which has operated a restaurant at the Carson Street Property since that time.<sup>3</sup>
  - i. The Carson Street Property is adjacent to a parcel of property owned by the Nevada Department of Transportation (“NDOT”), hereafter referred to as the “NDOT Parcel”. The NDOT Parcel is a paved parking lot that contains three underground storage tanks (“USTs”) and gas pumps that were installed in 1981 by Schneider, the prior owner of the Carson Street Property, for use by Woody’s.
  - j. In 1989, Schneider and NDOT executed a Multi-Use Lease (“NDOT/Schneider Lease”) that allowed Schneider/Woody’s to install the USTs under the NDOT Parcel and use the NDOT Parcel for “parking and gasoline service facilities.” NDOT and Schneider entered into a new lease in 1993 that was still in place when Gregg Street Partners purchased the Carson Street Property in 2005.<sup>4</sup>
  - k. The terms of the NDOT/Schneider Lease required Schneider to indemnify NDOT “for any and all costs and expenses arising out of hazardous substances” and to remove “any and all improvements installed by him.” However, Schneider never took any steps to remove the USTs, which remain on the NDOT Parcel today.
  - l. Between 2005 and 2010, Gregg Street Partners discussed the possibility of its leasing or purchasing the NDOT Parcel from NDOT, but no agreement was reached until May 26, 2010, when Gregg Street Partners and NDOT executed a five-year multi-use lease (“NDOT/Gregg Street Lease”) of an L-shaped

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<sup>3</sup> Red Hut purchased the Carson Street Property from Gregg Street Partners in November 2016, around the time this RFO was filed.

<sup>4</sup> The NDOT/Schneider Lease was not terminated until a retroactive Notice of Termination was executed by NDOT in 2013. However, NDOT was not collecting any lease payments from Schneider after 2005.

portion of the NDOT Parcel. The NDOT/Gregg Street Lease was renewed on April 6, 2015 and remains in place until 2020.

- m. Notwithstanding that the NDOT/Gregg Street Lease encompassed an L-shaped portion of the NDOT Parcel, Section 6(i) of the Lease describes the permissible right-of-way and parking uses of the entire NDOT Parcel as follows: “The hatched area [which includes the USTs] . . . shall be limited to egress and ingress and those activities associated with the underground storage tank and pump maintenance and removal. The [L-shaped] shaded area . . . shall be limited to parking.”
- n. The NDOT/Gregg Street Lease also provides, in section 1(f), that:

[Gregg Street Partners] shall remove or cause to be removed, within 30 days and at its own expense, any and all personal property or improvements erected, emplaced, or owned by [Gregg Street Partners] (pursuant to United States Environmental Protection Agency form 7530-1 naming [Gregg Street Partners] as owner of record of Underground Storage Tank facility) . . . on said leasehold, leaving and surrendering said premises in as good order and condition as the premises were in when delivered to [Gregg Street Partners]. Should [Gregg Street Partners] not remove improvements they shall upon said expiration or termination of the term hereof become property of [NDOT] upon its option and without compensation by him to the [Gregg Street Partners].
- o. Despite the NDOT/Gregg Street Partners Lease terms applicable to the USTs on the NDOT Parcel, Gregg Street Partners maintains that the lease terms did not require Gregg Street Partners to remove the USTs.<sup>5</sup>

#### **The USTs Located on the NDOT Parcel**

- p. The gas pumps/USTs on the NDOT Parcel adjacent to the Carson Street Property were operational and used by Woody’s until the business closed in 2009.
- q. NDOT and Gregg Street Partners have disputed the ownership of USTs and the responsibility for eventual removal, cleanup and/or permanent closure of the USTs. Gregg Street Partners vehemently disavows any ownership interest

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<sup>5</sup> It is not the Commission’s responsibility to interpret the legal requirements of the NDOT/Gregg Street Lease.

in the USTs or responsibility for eventual cleanup or removal of the USTs. Nevertheless, as part of a negotiated resolution with the Nevada Division of Environmental Protection (“NDEP”), Gregg Street Partners has assumed various financial responsibilities related to the operation and maintenance of the USTs.

- r. Separate from the responsibility for removal/permanent closure of the USTs, Gregg Street Partners has taken the following financial/compliance steps regarding operation and maintenance of the USTs:
  1. As a covenant to its loan documents for the Carson Street Property, Gregg Street Partners enrolled in the State of Nevada Petroleum Fund (“Fund”) in 2005, to comply with federal and state financial responsibility requirements related to the USTs on the NDOT Parcel. Between 2005 and 2009, the owner of Woody’s, Gomez, paid the annual \$300 tank registration fee to the Fund. Between 2010 and 2015, Gregg Street Partners paid the annual \$300 tank registration fee to the Fund, for a total of approximately \$1,800.
  2. On March 10, 2005, NDEP received an Environmental Protection Act (“EPA”) Form 7530-1 (“Form 7530-1”) designating Gregg Street Partners as the owner of the USTs on the NDOT Parcel. An updated EPA Form 7530-1 was submitted to NDEP in June 2010, indicating that Gregg Street Partners was still the owner of the USTs and Bonkowski was the new contact person in charge of the tanks.<sup>6</sup>
  3. Federal law requires an owner/operator of a UST to keep records related to the UST’s performance and maintenance. Accordingly, a tank-monitoring apparatus connected to the USTs on the NDOT Parcel was attached to the building at the Carson Street Property. Between 2011 and 2016, Bonkowski, on behalf of Gregg Street partners, made

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<sup>6</sup> Despite Bonkowski and Gregg Street Partners’ designation as the “owner” of the USTs on EPA Form 7530-1, Bonkowski disputes that he is the legal owner of the USTs for any purpose. Instead, Gregg Street Partners is so designated as such for purposes of financial responsibility of the USTs pursuant to EPA requirements.

monthly entries in a UST-monitoring logbook that was kept inside the building at the Carson Street Property.

4. In 2010, Gregg Street Partners took steps to accomplish temporary closure of the USTs, in accordance with federal law and at the request of NDEP.<sup>7</sup> Gregg Street Partners agreed to take these steps after its lengthy negotiations to purchase the NDOT Parcel fell through because NDOT and Gregg Street Partners could not agree upon terms related to removal/remediation of the USTs and sales price. Instead, NDOT agreed to lease the NDOT Parcel to Gregg Street Partners (see NDOT/Gregg Street Lease in 4(l) above) in exchange for Gregg Street's temporary closure of the USTs.
5. In 2013, Gregg Street Partners paid approximately \$14,000 to repair the cathodic protection system attached to the USTs on the NDOT Parcel.

#### **The Carson City Bypass and Related Agreements**

- s. In April 1997, Carson City and NDOT entered into an Interlocal Agreement, also known as the Carson City Freeway Agreement ("Freeway Agreement"), to address the construction of a limited access freeway facility that will ultimately bypass downtown Carson City from the East Lake Boulevard interchange north of the City to the intersection of US 395/US 50 on the south side of the City ("Carson City Bypass"). The original Freeway Agreement established Carson City's financial contribution to Phase 1 of the Carson City Bypass.
- t. The Freeway Agreement has since been amended four times, with all amendments being approved by the Carson City Board of Supervisors. With the exception of Amendment No. 4, all prior amendments were approved before Bonkowski's election to the Board of Supervisors. Amendment No. 1, approved in October 2004, addressed construction of Phase 2 of the Carson City Bypass and Carson City's financial contribution to Phase 2. Amendment No. 1 also identified certain NDOT property along the Carson Street Corridor

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<sup>7</sup> Gregg Street Partners contends its agreement to contribute to the temporary closure of the USTs did not establish ownership or removal responsibilities for the USTs.

that NDOT agreed to rehabilitate prior to transferring the property to Carson City. The NDOT Parcel leased by Gregg Street Partners was included in the property identified in Amendment No. 1.

- u. In Amendment No. 2, approved in December 2007, Carson City agreed to accept and undertake the ownership and maintenance of NDOT property that would transfer to the City. In exchange, NDOT would deem all remaining funding obligations for construction of Phase 1 of the Carson City Bypass as satisfied and fulfilled.
- v. In Amendment No. 3, approved in September 2009, the parties further clarified the state-owned properties that would be relinquished by NDOT and transferred to Carson City in lieu of Carson City's payment for the Carson City Bypass.
- w. Amendment No. 4 to the Carson Freeway Agreement was approved by the Board at its July 7, 2016 meeting.

**The July 7, 2016 Carson City Board of Supervisors Meeting**

- x. Agenda Item 29B of the Board of Supervisors meeting on July 7, 2016 read:

For Possible Action: To approve Amendment No. 4 of the Carson City Freeway Agreement, with the State of Nevada Department of Transportation; this Amendment will specify when the State-owned portions of South Carson Street and Snyder Avenue will transfer to the City, when the remaining payments to the State will resume in the future, and provide for a transfer of funds from the State to the City in lieu of previously agreed-upon pavement improvement project on South Carson Street.

- y. Amendment No. 4 specifies and amends details related to the timing and cost of the transfer to Carson City of certain State-owned property along South Carson Street, including the NDOT Parcel containing the three underground storage tanks and gas pumps as identified in Paragraph 4(i) above. Amendment No. 4 also adds the following paragraphs to the Carson Freeway Agreement related to the USTs located on the NDOT Parcel:

12. . . . In the event that hazardous wastes, regulated materials or other harmful substances are discovered subsequent to the transfer of title of the subject property, CARSON agrees to assume any and all cleanup costs associated therewith.

13. . . . CARSON acknowledges that there may be hazardous wastes and/or regulated materials present on the property for which it is consenting to acceptance of relinquishment for NDOT in the area of **the underground storage tank (UST) system located at 4385 South Carson Street, Carson City, NV. 89701**. Carson agrees to take any actions necessary in respect to the UST system in accordance with all the applicable Environmental Protection Laws, Standards, and Regulations. CARSON acknowledges that it is taking the subject property with full knowledge of the risk of possible presence of hazardous wastes and/or regulated materials in, around, and/or under the UST system and further agrees to hold NDOT harmless and indemnify and defend NDOT against any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising from or incurred because of, or incident to, or otherwise with respect to hazardous waste or regulated materials that may be present in, around, and/or under the UST system and/or the adjoining property.

(Emphasis added).

- z. This language purports to shift mitigation responsibility for the USTs from NDOT to Carson City.
- aa. The full language of Amendment No. 4 was provided to the Board members before the meeting.
- bb. The language of proposed Amendment No. 4 did not expressly state how or whether Carson City would assume responsibility for any current leases of the NDOT properties to private or adjoining property owners.
- cc. Bonkowski participated in the discussion and vote on Agenda Item 29B without disclosing the nature and scope of his commitment in a private capacity to Gregg Street Partners (business relationship) or his pecuniary interest, which extends to the financial contributions made in relation to the USTs by way of a negotiated resolution with the NDEP and a covenant to Gregg Street Partners' loan documents for the Carson Street Property.
- dd. During discussion of Agenda Item 29B, Bonkowski questioned City staff regarding how Carson City would handle the NDOT leases related to NDOT property along the Carson Street Corridor that will transfer to the City. Bonkowski asked this question without disclosing the fact that he, through

Gregg Street Partners, is a party to a lease of NDOT property that would be transferring to Carson City.

ee. During public comment related to Agenda Item 29B, Maurice White raised concerns about the language in paragraphs 12 and 13 of Amendment No. 4 related to the USTs. Carson City's Transportation Manager, Patrick Pittenger, responded to White's concerns about the cost to Carson City of cleaning up spills associated with the USTs. Pittenger, who did not know that Bonkowski/Gregg Street Partners was the adjacent property owner or a party to the NDOT/Gregg Street Partners Lease, stated that he did not have an estimate for the cost of cleaning up the UST site. Bonkowski did not participate in this public comment discussion.

**5. TERMS / CONCLUSIONS OF LAW:** Based on the foregoing, Bonkowski and the Commission agree as follows:

- a. Each of the stipulated facts enumerated in Section 4 of this Stipulated Agreement is agreed to by the parties.
- b. Bonkowski holds public office, which constitutes a public trust to be held for the sole benefit of the people of the State of Nevada (in particular, the citizens of Carson City).
- c. Bonkowski had a commitment in a private capacity to the interests of Brandie Enterprises and Gregg Street Partners because he has a substantial and continuous business relationship with these entities. NRS 281A.065(5). *See In Re Mills*, Comm'n Op. No. 14-78A (2015) (stating that a person who serves as an officer of an entity has a commitment to the interests of that entity).
- d. Through Brandie Enterprises and Gregg Street Partners, Bonkowski had significant pecuniary interests in the Carson Street Property and the NDOT/Gregg Street Lease. The pecuniary interest extends to the financial contributions made in relation to the USTs by way of a negotiated resolution with the NDEP and a covenant to Gregg Street Partners' loan documents for the Carson Street Property, including those financial contributions set forth herein in paragraphs 4(q) and (r).

- e. As a public officer, Bonkowski has a duty to avoid conflicts of interest. See NRS 281A.020. Specifically, Bonkowski must avoid actual and perceived conflicts of interest, including publicly disclosing sufficient information concerning any business relationships and pecuniary interests which would reasonably affect his decision on matters before the Board. See NRS 281A.420(1). As a public officer, Bonkowski is also required to abstain from voting or otherwise acting on matters affecting his private interests that would clearly and materially affect the independence of judgment of a reasonable person in his position. NRS 281A.420(3).
- f. Bonkowski may not use his position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself, for any business entity in which he has a significant pecuniary interest, or for any person to whom he has a commitment in his private capacity. NRS 281A.400(2).
- g. Bonkowski did not adequately avoid the conflict of interest between his public duties and private interests when he failed to disclose the effect of Amendment No. 4 on his relationship with Gregg Street Partners and his associated pecuniary interests related to the Carson Street Property and NDOT/Gregg Street Lease during the Board meeting on July 7, 2016.
- h. Bonkowski now understands that he should have disclosed sufficient information to inform the public of any effect of Amendment No. 4 on the nature and extent of his relationship with Gregg Street Partners and his private business interests related to the Carson Street Property, including his pecuniary interest in Gregg Street Partners' lease of the NDOT Parcel and financial responsibilities associated with the operation and maintenance of the USTs on the NDOT Parcel. Bonkowski also should have disclosed the fact that Amendment No. 4 addresses Carson City's indemnification of NDOT for the USTs, which may affect the underlying legal dispute between Gregg Street Partners and NDOT regarding ownership of the USTs and responsibility for removal/permanent closure of the USTs.

- i. The disclosure should have also included information regarding the potential effect of Bonkowski's action or abstention on Agenda Item 29B and the effect it may have had on Gregg Street Property's interests. See *In re Woodbury*, Comm'n Op. No. 99-56 (1999); *In re Derbidge*, Comm'n Op. No. 13-05C (2013).
- j. As a public officer, Bonkowski is prohibited from voting upon or advocating for or against the passage of a matter in which the independence of judgment of a reasonable person in his situation would be materially affected by his commitment to Brandie Enterprises/Gregg Street Partners and/or his significant pecuniary interests related to the Carson Street Property and NDOT/Gregg Street Lease. NRS 281A.420(3)(c). However, it is presumed that the independence of judgment of a reasonable person is not materially affected if the resulting benefits or detriments to the public officer, or the person to whom the public officer has a commitment in a private capacity, are not more or less than those accruing to any other member of the group affected by the matter. NRS 281A.420(4)(a). Amendment No. 4 would not have affected Bonkowski/Gregg Street Partners any more or less than any other property owner adjacent to NDOT property along the Carson Street Corridor. Amendment No. 4 equally affected all owners of commercial property adjacent to leased NDOT property along the Carson Street Corridor. If the Amendment had not addressed the USTs, Bonkowski would not have been required to abstain if he had properly disclosed the nature and scope of his private business and property interests related to the Amendment.
- k. Bonkowski should have abstained from voting on Agenda Item 29B based on Gregg Street Partners' significant pecuniary interest in the USTs, because the USTs were specifically addressed and materially affected by Amendment No. 4. Specifically, Amendment No. 4 requires Carson City to indemnify NDOT and "take any actions necessary in respect to the UST system in accordance with all the applicable Environmental Protection Laws, Standards and Regulations." The Commission does not determine the legal impact of Amendment No. 4 on to Gregg Street Partners' responsibilities related to the USTs. It is sufficient for

purposes of the Ethics Law that the Amendment purportedly removes NDOT from any dispute with Gregg Street Partners related to the USTs and may affect Gregg Street Partners' responsibilities related to the USTs upon transfer of the NDOT parcel to Carson City.

- I. Bonkowski's vote on Amendment No. 4 at the July 7, 2016 Board further implicates the provisions of NRS 281A.400(2) as the improper use of his public position to secure an unwarranted benefit or advantage with regard to the USTs for himself, Brandie Enterprises and/or Gregg Street Partners. However, a preponderance of evidence does not support that Carson City's indemnification of NDOT and agreement to take necessary actions with respect to the USTs, as outlined in Amendment No. 4, would diminish or alter Bonkowski/Gregg Street Partners' responsibilities related to the USTs.<sup>8</sup> The Commission therefore dismisses all allegations regarding NRS 281A.400(2) through this Stipulated Agreement.
- m. Bonkowski's actions constitute a single course of conduct resulting in one violation of the Ethics Law, implicating the provisions of NRS 281A.420(1) and (3), as interpreted and applied in accordance with the provisions of NRS 281A.020(1).
- n. Based upon the consideration and application of the statutory criteria set forth in NRS 281A.475, the Commission concludes that Bonkowski's violation in this case should be deemed a willful violation pursuant to NRS 281A.170. Without limitation, the Commission took into consideration the following factors:
  - 1) Bonkowski has not previously been the subject of any violation of the Ethics Law. This is Bonkowski's first violation.
  - 2) Bonkowski has been diligent to cooperate with and participate in the Commission's investigation and resolution of this matter.
- o. Despite these mitigating factors and although Bonkowski did not intend to violate the Ethics Law, his violation of NRS Chapter 281A is willful because he

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<sup>8</sup> In particular, the Commission does not offer a legal conclusion regarding Gregg Street Partners' legal responsibility for future removal/cleanup of the USTs.

acted intentionally and knowingly, as those terms are defined in NRS 281A.105 and 281A.115, respectively.

- p. For an act to be intentional, NRS 281A.105 requires that Bonkowski acted voluntarily or deliberately. The definition further states that proof of bad faith, ill will, evil or malice is not required. Bonkowski did not act in bad faith or with malicious intent to benefit his private interests. Nevertheless, Bonkowski's actions were not accidental or inadvertent.
- q. NRS 281A.115 defines "knowingly" as "import[ing] a knowledge that the facts exist which constitute the act or omission." NRS Chapter 281A does not require that Bonkowski had actual knowledge that his conduct violated the Ethics Law, but it does impose constructive knowledge when other facts are present that should put an ordinarily prudent person upon inquiry. *See In re Stark*, Comm'n Op. No. 10-48C (2010).
- r. For one willful violation, Bonkowski will pay a civil penalty of \$2,500.00, pursuant to NRS 281A.480, not later than 90 days after his receipt of the fully executed Stipulated Agreement in this matter. Bonkowski may pay the penalty in one lump sum payment or in monthly installment payments as negotiated with the Commission's Executive Director.
- s. This Stipulated Agreement depends on and applies only to the specific facts, circumstances and law related to this RFO now before the Commission. Any facts or circumstances that may come to light after its entry that are in addition to or differ from those contained herein may create a different resolution of this matter.
- t. This agreement is intended to apply to and resolve only this specific proceeding before the Commission and is not intended to be applicable to or create any admission of liability for any other proceeding, including administrative, civil, or criminal regarding Bonkowski.

**6. WAIVER:**

- a. Bonkowski knowingly and voluntarily waives his right to a full hearing before the Commission on the allegations in this RFO (No. 16-78C) and any and all rights he may be accorded pursuant to NRS Chapter 281A, the regulations of

the Commission (NAC Chapter 281A), the Nevada Administrative Procedure Act (NRS Chapter 233B) and any other applicable provisions of law.

- b. Bonkowski knowingly and voluntarily waives his right to any judicial review of this matter, as provided in NRS Chapter 281A, NRS Chapter 233B, any extraordinary writs as provided in NRS Chapter 34, or any other applicable provisions of law.

7. **ACCEPTANCE:** We, the undersigned parties, have read this Stipulated Agreement, understand each and every provision therein, and agree to be bound thereby. The parties orally agreed to be bound by the terms of this agreement during the regular meeting of the Commission on June 19, 2017.

DATED this 28<sup>th</sup> day of June, 2017.

  
Brad Bonkowski

The above Stipulated Agreement is approved by:

FOR BRAD BONKOWSKI, Subject

DATED this 28<sup>th</sup> day of June, 2017.

  
Adriana G. Fralick, Esq.  
Carson City Chief Deputy District Attorney

FOR YVONNE M. NEVAREZ-GOODSON, ESQ.  
Executive Director, Commission on Ethics

DATED this 28<sup>th</sup> day of June, 2017.

  
Judy A. Putzman, Esq.  
Associate Counsel

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 28<sup>th</sup> day of June, 2017.

  
Tracy L. Chase, Esq.  
Commission Counsel

The above Stipulated Agreement is accepted by the Commission.<sup>9</sup>

DATED June 19, 2017.

By: /s/ Cheryl A. Lau  
Cheryl A. Lau, Esq.  
Chair

By: /s/ Brian Duffrin  
Brian Duffrin  
Commissioner

By: /s/ Keith A. Weaver  
Keith A. Weaver, Esq.  
Vice-Chair

By: /s/ Phillip K. O'Neill  
Phillip K. O'Neill  
Commissioner

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<sup>9</sup> Commissioners Gruenewald and Stewart participated in the Panel hearing and are therefore precluded from participating in this Stipulated Agreement pursuant to NRS 281A.220(4).