



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Don Kalkoske**,
County Manager, Humboldt County,
State of Nevada,

Ethics Complaint
Case No. 24-184C

Subject. /

STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement (“Agreement”) resolves Ethics Complaint Case No. 24-184C before the Nevada Commission on Ethics (“Commission”) concerning Humboldt County Manager Don Kalkoske (“Kalkoske”).
2. **JURISDICTION:** At all relevant times, Kalkoske served as County Manager for Humboldt County and was 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. NRS 281A.280. The Commission has jurisdiction over Kalkoske in this matter.
3. **PROCEDURAL HISTORY:**
 - a. On December 12, 2024, the Commission received Ethics Complaint No. 24-184C.
 - b. On January 23, 2025, the Commission directed the Executive Director to issue an *Order of Investigation* regarding the alleged violations of NRS 281A.400(2), (9), and (10) by Kalkoske and to investigate his alleged violations of the Ethics Law.
 - c. On May 20, 2025, the Commission’s Review Panel (“Panel”) issued a Review Panel Determination and Referral Order finding just and sufficient cause for the Commission to hold a hearing and render an opinion in this matter regarding Kalkoske’s alleged violations of NRS 281A.400(2), (9), and (10).
 - d. On August 21, 2025, the parties participated in a voluntary settlement conference with Commissioner Teresa Lowry Esq. as the settlement Commissioner.

e. In lieu of an adjudicatory hearing before the Commission, Kalkoske and the Commission now enter into this Agreement.

4. STIPULATED FACTS:

a. Kalkoske was hired as County Manager for Humboldt County (the “County”) in January of 2024 and served in this position at all material times.

b. At the time of Kalkoske’s hiring to the County, his daughter Reece Kalkoske (“Reece”) worked for the County in a different department.

c. When Reece started working for the County, her supervisor was Adrian Gonzalez, her manager was Joaquin Padilla, and she worked at the County Facilities Operations Division.

d. Reece still worked at the County when Kalkoske was hired as County Manager.

e. When Kalkoske became County Manager, there was no arrangement put in place to remove the County Facilities Operations Division from Kalkoske’s chain of command.

f. Padilla fired Reece while Reece was still on probation. After a review of the facts, the County’s contracted labor attorney recommended that Reece be reinstated to reduce potential liability to the County.

g. Kalkoske maintained oversight of the County Facilities Operations Division after the reinstatement of Reece.

h. Padilla was subsequently removed from his position and Mark McCreary (“McCreary”) was hired as the facilities operation manager.

i. McCreary was informed upon being offered the job that Reece worked in the division and that Kalkoske was her father. Kalkoske assured McCreary that Reece was hard working, and McCreary indicated he had no issue with her working for him.

j. Kalkoske maintained oversight of the County Facilities Operations Division upon the hiring of McCreary.

k. Following what McCreary states were issues of insufficient skill and insubordinate behavior by Reece as a young worker, including one incident at an old building that resulted in the electric shock of a coworker, McCreary met with the County’s Human Resources Department to form a plan to suspend Reece for five days for insubordinate behavior.

- l. Reece was suspended by McCreary.
- m. Upon learning of Reece's suspension, Kalkoske emailed McCreary on Thursday November 21, 2024:

Subject: This morning

Mark,

I have some severe concerns with how things were handled this morning. I would like to discuss with you how this came about and the documentation that was provided, as I don't believe this aligns with the employee agreement or personnel policy.

I am available in my office till 10:00 if you'd like to meet to discuss.

Thank you.

Don Kalkoske

County Manager

- n. McCreary declined to meet with Kalkoske and instead sought counsel with the District Attorney.
- o. Kalkoske, as the father of Reece and in his personal capacity with over twenty-plus years working in a supervisory capacity, then helped Reece draft a letter for Reece's signature objecting to her suspension by McCreary.
- p. McCreary voluntarily left his position as the manager of the County Facility Operations Division following Reece's suspension.
- q. Reece confirmed on April 3, 2025 that she continued to work for the County and is currently supervised by Nathan Stickle and that to her knowledge, no process is in place to remove her father, Kalkoske, from the chain of command of the County Facility Operations Division.

5. SUBJECT'S ASSERTED FACTS:

- r. It is Kalkoske's position that upon experiencing Reece's work, McCreary often noted to Kalkoske that he was happy with Reece's work performance, although he noted that she has a lot to learn, that her skills were promising, and that he had planned to give her larger projects to facilitate her skills.

s. Kalkoske had a sincere belief that the way in which McCreary handled the suspension of Reece in fact violated the County Employee Agreement and county personnel policies.

t. Kalkoske maintains that two working days prior to the discipline imposed on Reece, she was provided an employee evaluation by McCreary where she was rated as “standard.”

u. Kalkoske steadfastly maintains that he had no input to the overall outcome of the discipline of Reece, as this action was handled by the County’s Employee’s Association and their attorney, which included a grievance filed by the Employee’s Association on behalf of Reece to rescind her discipline, as it did not follow the correct county personnel policies, as reflected in the original e-mail that Kalkoske had sent to McCreary.

v. Kalkoske has always maintained that when assumed the appointment of county manager, he was told that there was no problem with Reece’s prior employment, as County Policy stated that a *“Person employed at time of election of his relative to appointing authority may continue in such employment,”* which follows NRS 281.210, which prohibits *“employment by the state or a political subdivision of any person related within the third degree of consanguinity or affinity to the appointing authority or as a member thereof”,* and that *“a person who was employed at the time of the election of his relative to the appointing authority may continue in such employment.”* (See 281.210, AGO 178 (8-31-1960), citing, CEO 99-06 (1-24-2000), and AGO 2001-28 (9-26-2001)).¹

w. Kalkoske maintains that after the discipline was provided to Reece, McCreary and Kalkoske talked numerous times about work-related issues and at no time was there any pressure provided to get rid of McCreary, who later voluntarily resigned on his own accord.

x. Kalkoske maintains that he took prompt correction of any violations after the situation took place, Kalkoske immediately removed himself from disciplinary situations at the advice of the District Attorney, and he believed an outside discipline authority was put in place over Reece, with Reece being subsequently reinstated to her former job, pursuant to the legal advice of the County’s contracted labor attorney, after she filed a

¹ The Executive Director notes the position of County Manager is an appointed and not an elected position.

grievance with the County's Employee Association. While Kalkoske notes that he did not seek an advisory opinion from the Commission, he relied on the legal advice of the District Attorney's Office to mitigate the perception of a conflict of interest created by his involvement.

y. Kalkoske believes that McCreary, as his daughter's direct manager, was assured by the District Attorney's Office that there would be no retribution for his role regarding the discipline of Reece.

6. TERMS / CONCLUSIONS OF LAW: Based on the foregoing, Kalkoske and the Commission agree as follows:

a. Each of the stipulated facts enumerated in Section 4 of this Agreement is agreed to by the parties.

b. Kalkoske stipulates that his conduct constitutes two violations of the Ethics Law. One violation of NRS 281A.400(2) (using his public position to secure or grant unwarranted privileges, preferences, exemptions or advantages), and one violation of NRS 281A.400(9) (attempting to benefit the personal or pecuniary interests of a person to whom he has a commitment in a private capacity through the influence of a subordinate). Relatives within the third degree of consanguinity are not permitted to be involved in personnel matters or other matters that benefit the interests of their relatives. See *In re Public Officer*, Comm'n Op. No. 25-085C (2025) citing *In re Murnane*, Comm'n Op. No. 15-45A (2016).

c. The violations shall be deemed willful pursuant to NRS 281A.170.

d. The Commission finds that there is evidence that the willful violation involved knowing and reckless disregard of the law and hereby issues a Censure to Kalkoske, formally condemning his conduct pursuant to NRS 281A.785(1)(c).

e. Pursuant to NRS 281A.770 and NRS 281A.775, Kalkoske is required to coordinate and provide ethics training for himself and all County officers and employees within ninety (90) days, as approved by the Commission's Executive Director.

f. Kalkoske shall pay a civil penalty in the amount of \$2,500 to the Commission. Payment shall be made within the timeframe established by the Commission's Executive Director.

g. Based upon the consideration and application of the criteria set forth in NRS 281A.775, the Commission concludes that Kalkoske's violation in this case should be deemed willful pursuant to NRS 281A.170 for the following reasons:

- 1) **Seriousness of Violation:** The Commission takes serious instances where a public officer uses his official position to attempt to benefit a person to whom he has a commitment in a private capacity. In this case, Kalkoske's conduct is deemed serious because he used his official position to interfere with the employment and discipline of his daughter, despite evidence that she was a new worker who was unqualified and insubordinate, culminating in a workplace incident on an old building where a coworker was shocked due to her lack of skill, but was not written up for this incident. Nevertheless, Kalkoske failed to remove himself from the matter over Reece, and as a result, undermined the integrity of the County's personnel system, compromising employee safety, and eroding the public's trust in government.
- 2) **Previous History:** Kalkoske has not previously been the subject of any violation of the Ethics Law. However, the absence of prior violations does not mitigate the seriousness of the present conduct.
- 3) **Cost of Investigation and Proceedings:** Kalkoske was diligent in cooperating with and participating in the Commission's investigation and resolution of this matter.
- 4) **Prompt correction of the violation or other mitigating factors:** While Kalkoske relied on legal advice, he did not seek an advisory opinion from the Commission to mitigate the perception of a conflict of interest created by his involvement. Instead, it is the Commission's view that his actions exacerbated the conflict and contributed to the resignation of a subordinate manager who voluntarily resigned and left the County's employment.
- 5) **Restitution:** No restitution is expected given the facts of this case.
- 6) **Financial Gain:** Although Kalkoske did not personally receive a financial benefit, his conduct was directed toward securing continued employment and financial benefits for his daughter, a person to whom he has a commitment in a private capacity under NRS 281A.065.

h. This Agreement is based on the specific facts, circumstances, and law now before the Commission. Facts or circumstances that differ from those present in this matter may create a different resolution.

i. This Agreement is not intended to be applicable to or create any admission of liability by County Commissioners for any other proceedings against or involving them,

and such use is prohibited to the extent permitted by the jurisdiction of the Commission. If the Commission rejects this Agreement, none of the provisions herein shall be considered by the Commission or be admissible as evidence in a hearing in this matter.

7. WAIVER

a. The Parties knowingly and voluntarily waive any, and all rights they may be accorded in regard to this matter pursuant to *NRS Chapter 281A*, the regulations of the Commission (NAC Chapter 281A), the Nevada Administrative Procedures Act (NRS Chapter 233B), and any other applicable provisions of law.

b. Kalkoske knowingly and voluntarily waives his rights to any judicial review of this Agreement as provided in NRS Chapter 281A, NRS Chapter 233B, or any other applicable provisions of law.

8. **ACCEPTANCE:** We, the undersigned parties, have read this Agreement, understand each and every provision therein, and agree to be bound thereby once approved by the Commission.²

DATED this _____ day of _____, 2025.

Don Kalkoske

FOR KALKOSKE

DATED this _____ day of _____, 2025.

Anthony R. Gordon, Esq.
Chief Deputy District Attorney
Humboldt County District Attorney's
Office

DATED this _____ day of _____, 2025.

Ross E. Armstrong, Esq.
Executive Director
Nevada Commission on Ethics

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 12th day of November, 2025.

/s/ Elizabeth J. Bassett
Elizabeth J. Bassett, Esq.
Commission Counsel

The Stipulated Agreement is accepted by the Nevada Commission on Ethics:

DATED this 12th day of November, 2025.

By: /s/ Scott Scherer
Scott Scherer, Esq.
Commission Chair

By: /s/ John T. Moran
John T. Moran, III, Esq.
Commissioner

By: /s/ Kim Wallin
Kim Wallin, CPA, CMA, CFM
Vice Chair

By: /s/ Brianna Smith
Brianna Smith, Esq.
Commissioner

² Subject waived any right to receive written notice pursuant to NRS 241.033 of the time and place of the Commission's meeting to consider his character, alleged misconduct, professional competence, or physical or mental health.

8. **ACCEPTANCE:** We, the undersigned parties, have read this Agreement, understand each and every provision therein, and agree to be bound thereby once approved by the Commission.²

DATED this 4th day of Nov., 2025.


Don Kalkoske

FOR KALKOSKE

DATED this 4th day of Nov., 2025.


Anthony R. Gordon, Esq.
Chief Deputy District Attorney
Humboldt County District Attorney's
Office

DATED this 4th day of Nov., 2025.


Ross E. Armstrong, Esq.
Executive Director
Nevada Commission on Ethics

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this ____ day of _____, 2025.

Elizabeth J. Bassett, Esq.
Commission Counsel

The Stipulated Agreement is accepted by the Nevada Commission on Ethics:

DATED this ____ day of _____, 2025.

By: /s/ _____
Scott Scherer, Esq.
Commission Chair

By: /s/ _____
Kim Wallin, CPA, CMA, CFM
Vice Chair

By: /s/ _____
Michael Langton, Esq.

By: /s/ _____
Brianna Smith, Esq.
Commissioner

By: /s/ _____
John T. Moran, III, Esq.
Commissioner

² Subject waived any right to receive written notice pursuant to NRS 241.033 of the time and place of the Commission's meeting to consider his character, alleged misconduct, professional competence, or physical or mental health.