



## STATE OF NEVADA

### BEFORE THE NEVADA COMMISSION ON ETHICS

In re **E. Jesse Whipple**,  
Mayor, City of Mesquite,  
State of Nevada,

Ethics Complaint  
Case No. 25-136C

\_\_\_\_\_  
Subject. /

### STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case No. 25-136C before the Nevada Commission on Ethics (“Commission”) concerning Jesse Whipple (“Whipple”), Mayor of the City of Mesquite.
2. **JURISDICTION:** At all material times, Whipple served as the Mayor of Mesquite and was a public employee as defined in NRS 281A.150. 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. The Commission has jurisdiction over Whipple in this matter.
3. **PROCEDURAL HISTORY BEFORE COMMISSION:**
  - a. On July 24, 2025, the Commission received Ethics Complaint No. 25-136C from a member of the public (“Requester”) alleging violations of NRS 281A.400(1), NRS 281A.400(10), NRS 281A.430, and NRS 281A.500.
  - b. On September 8, 2025, the Commission issued its *Order on Jurisdiction and Investigation* regarding the Complaint’s alleged violations of NRS 281A.400(1), NRS 281A.400(10), NRS 281A.430, NRS 281A.500, and added additional allegations regarding NRS 281A.400(3), NRS 281A.420(1), and NRS 281A.420(3) for investigation.
  - c. On October 13, 2025, Whipple provided a timely response to the allegations.

d. A Review Panel Determination issued on November 13, 2025, found the facts established credible evidence to support a determination that just and sufficient cause exists for the Commission to render an opinion in the matter regarding the alleged violations of NRS 281A.420(1) and (3), NRS 281A.430, and NRS 281A.500. The alleged violations of NRS 281A.400(1), (3), and (10) were dismissed.

e. In lieu of an adjudicatory hearing before the Commission, the parties reached an agreement to resolve this matter on the terms reflected in this Stipulated Agreement (“Agreement”) and now enter into this Agreement.

**4. STIPULATED FACTS:**

a. At all relevant times, Whipple served as Mayor of the City of Mesquite. He took office in December 2024.

b. Whipple owns and operates Got Bugs, LLC, a pest-control business founded by Whipple that has provided pest-control services to City facilities for approximately two decades.

c. From December 2024 through August 2025, the City made monthly payments to Got Bugs ranging from approximately \$575 to \$625 per month, totaling approximately \$6,600 during Whipple’s tenure as Mayor.

d. Mesquite personnel confirmed that payments to Got Bugs were approved through the City Council’s consent-agenda process and that Whipple presented each consent agenda containing payments to his company without making any public disclosure or abstaining.

e. Mesquite personnel also represented that the City had not conducted a request for proposals or other competitive bidding process for pest-control services in more than twenty years, and other pest-control providers operating within Mesquite reported that they were not given an opportunity to bid on the City’s pest-control work.

f. During the July 8, 2025 City Council meeting, Whipple publicly acknowledged that his company had provided pest-control services to the City since the 1990s, stated that his company charged below-market rates, and voted to approve a consent-agenda item that included payment to Got Bugs.

g. At the July 8 meeting Whipple failed to properly disclose his interests on Consent Agenda Item 2.2, “Notification of Bills Paid,” which included a June 18, 2025 payment to Got Bugs in the amount of \$575.<sup>1</sup>

h. Whipple participated, without a proper disclosure, in every Consent Agenda item authorizing a monthly payment to Got Bugs. During this period, Whipple approved nine separate payments totaling approximately \$6,600 paid from December 2024 through August 2025.

**5. TERMS / CONCLUSIONS OF LAW:** Based on the foregoing, Whipple 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. Whipple is a public employee as defined in NRS 281A.150.

c. Whipple’s ownership of Got Bugs establishes a significant pecuniary interest under NRS 281A.139 and a commitment in a private capacity as defined in NRS 281A.065.

d. A person in Whipple’s position would reasonably be affected by his commitment in a private capacity to Got Bugs as the approval of payments to one’s business constitutes a material conflict between private financial interests and his public duties. See NRS 281A.420(1)(b) (providing that proper disclosure is required prior to acting on a matter “in which the public officer or employee has a significant pecuniary interest” or when a matter is considered “which would reasonably be affected by the public officer’s or employee’s commitment in a private capacity...”).

e. The Ethics Law required Whipple to make a proper disclosure each time the City Council considered an item involving payments to Got Bugs and included details “sufficient to inform the public of the potential effect of the action or abstention.” NRS 281A.420(1). Each vote requiring disclosure constitutes a separate violation. See *In re Ramos*, Comm’n Op. Nos. 19-088C & 22-026C (2022) (finding multiple violations of NRS 281A.420(1) based on repeated approvals of payments without disclosure, recognizing each approval as a distinct nondisclosure event—even where violations were later consolidated for penalty purposes).

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<sup>1</sup> [https://mesquitenv.granicus.com/player/clip/2836?view\\_id=1&redirect=true](https://mesquitenv.granicus.com/player/clip/2836?view_id=1&redirect=true)

f. Whipple's actions constitute a single course of conduct resulting in one violation of NRS 281A.420(1). Specifically, the Commission concludes that the failure to properly disclose his interests in Got Bugs each and every time payments were heard by the Council establishes the violation. *See Ramos*.

g. The alleged violations of NRS 281A.420(3), NRS 281A.430, and NRS 281A.500 are hereby dismissed by stipulation of the parties.

h. Based upon the consideration and application of the statutory factors set forth in NRS 281A.775, Whipple and the Commission agree that pursuant to NRS 281A.170, one willful violation will be imposed for his violation of NRS 281A.420(1) for the following reasons:

- 1) Seriousness of Violation: The repeated nature of Whipple's failure to disclose his financial interest in Got Bugs and continued participation in approving their payments from the City further increases his exposure under NRS 281A.420. As reiterated in *Ramos*, each consent-agenda vote approving payment to Got Bugs without disclosure constitutes a separate event implicating NRS 281A.420(1), and each instance of voting/participating despite the pecuniary interest implicates NRS 281A.420(3).
- 2) Previous History: None.
- 3) Cost of Investigation and Proceedings: Whipple was diligent to cooperate with and participate in the Commission's investigation and resolution of this matter. Because Whipple was willing to resolve the matter prior to an adjudicatory hearing, significant Commission resources were preserved.
- 4) Prompt correction of the violation: Whipple was cooperative with the investigation. However, he had to be reminded multiple times to file his Ethics acknowledgment and only finally did after a stipulated agreement was reached.
- 5) Financial Gain: Whipple received substantial financial gain for the transactions in which he failed to make disclosures. From December 2024 through August 2025, the City made monthly payments to Got Bugs ranging

from approximately \$575 to \$625 per month, totaling approximately \$6,600 during Whipple's tenure as Mayor.

- 6) Additional Factors: The City Attorney for Mesquite had advised Whipple that due to the long-standing contract between Got Bugs and the City, an Advisory Opinion from the Commission may be helpful. Whipple decided against taking what would have been a helpful proactive measure.
  - i. Whipple agrees to successfully complete Ethics Law training as approved by the Executive Director within 60 days of approval of this agreement.
  - j. Whipple agrees to have this stipulation serve as an admonishment pursuant to NRS 281A.785(2)(a) and recognize this as a written expression of disapproval of his conduct.
  - k. 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.
  - l. This Agreement is not intended to be applicable to or create any admission of liability by Whipple for any other proceeding against or involving Whipple, 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 on the merits in this matter.

**6. WAIVER**

a. Whipple knowingly and voluntarily waives his right to a hearing before the full Commission on the allegations in Ethics Complaint Case No. 25-136C and all rights he may be accorded with 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. Whipple knowingly and voluntarily waives his right to any judicial review of this matter as provided in NRS Chapter 281A, NRS Chapter 233B, or any other applicable provisions of law.

**7. 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. In addition, the parties orally agreed to be bound by the

terms of this Agreement during the regular meeting of the Commission on March 18, 2026.<sup>2</sup>

DATED this \_\_\_\_\_ day of March, 2026.

\_\_\_\_\_  
E. Jesse Whipple

DATED this \_\_\_\_\_ day of March, 2026.

/s/  
\_\_\_\_\_  
Ross E. Armstrong, Esq.  
Executive Director  
Nevada Commission on Ethics

8. **APPROVAL:** Having reviewed the proposed stipulation by the parties, the Commission approves findings of facts, conclusions of law, and terms of this stipulation and directs the Executive Director to ensure compliance with this agreement.

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this \_\_\_\_ day of March, 2026.

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

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<sup>2</sup> Subject waives 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.

terms of this Agreement during the regular meeting of the Commission on March 18, 2026<sup>2</sup>

DATED this 9<sup>th</sup> day of March, 2026.

  
E. Jesse Whipple

DATED this 9<sup>th</sup> day of March, 2026.

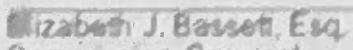
  
Ross E. Armstrong, Esq.  
Executive Director  
Nevada Commission on Ethics

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Approved as to form by:

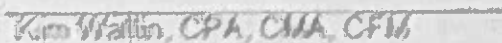
FOR NEVADA COMMISSION ON ETHICS


DATED this \_\_\_ day of March, 2026.

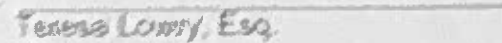
  
Elizabeth J. Bassett, Esq.  
Commission Counsel

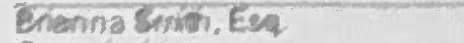
The Stipulated Agreement is accepted by the Nevada Commission on Ethics.


DATED this \_\_\_ day of March, 2026.

By   
Kim Wallin, CPA, CMA, CFPA  
Vice-Chair

By   
Terry J. Reynolds  
Commissioner

By   
Teresa Lowry, Esq.  
Commissioner

By   
Brianna Smith, Esq.  
Commissioner

By   
John T. Moran, III, Esq.  
Commissioner

<sup>2</sup> Subject waives any right to receive notice which pursuant to NRS 241.033 of the time and place of the Commission's meeting to consider the charges, except that notice, professional competence, or physical or mental health.

terms of this Agreement during the regular meeting of the Commission on March 18, 2026.<sup>2</sup>

DATED this \_\_\_\_\_ day of March, 2026.

\_\_\_\_\_  
E. Jesse Whipple

DATED this \_\_\_\_\_ day of March, 2026.

/s/  
\_\_\_\_\_  
Ross E. Armstrong, Esq.  
Executive Director  
Nevada Commission on Ethics

8. **APPROVAL:** Having reviewed the proposed stipulation by the parties, the Commission approves findings of facts, conclusions of law, and terms of this stipulation and directs the Executive Director to ensure compliance with this agreement.

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 18<sup>th</sup> day of March, 2026.

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

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\_\_\_\_\_  
<sup>2</sup> Subject waives 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.

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

DATED this 18<sup>th</sup> day of March, 2026.

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

By: /s/ Terry J. Reynolds  
Terry J. Reynolds  
Commissioner

By: /s/ Teresa Lowry  
Teresa Lowry, Esq.  
Commissioner

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

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