

1 **COMP**
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11 Attorneys for Plaintiff

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 CLEAN WATER COALITION,
15 Plaintiff,

16 v.

17 THE STATE OF NEVADA, KATE
18 MARSHALL, in her capacity as THE NEVADA
19 STATE TREASURER; and DOE
20 DEFENDANTS I-X, inclusive,
21 Defendants.

Case No. _____

Dept. No. _____

22 **COMPLAINT**

23 Plaintiff, the Clean Water Coalition ("CWC"), by and through its attorneys, Parsons Behle
24 & Latimer, alleges as follows:

25 **PARTIES**

26 1. The CWC is a political subdivision of the State of Nevada created pursuant to
27 NRS 277.110 and 277.120 by interlocal agreement effective November 20, 2002, by and between
28 the Clark County Sanitation District (now known as the Clark County Water Reclamation
District), the City of Henderson, and the City of Las Vegas.

1 (c) selling electric power generated from CVC facilities, and (d) preparing, reviewing, approving
2 and implementing Regional Water Quality Plans with respect to effluent produced by the
3 treatment facilities of each operating member..

4 11. Among the powers vested in the CWC by its members are the powers to enter into
5 contracts necessary to carry out the purposes of the CWC, to establish and adjust regional sewer
6 connection charges and/or regional sewer user charges to defray all or any portion of the costs of
7 the CWC, to assess CWC members for their respective shares of administrative, operation,
8 maintenance and capital costs of the CWC, and to finance the design, construction, operation,
9 maintenance and replacement of all facilities which may be needed to carry out the purposes of
10 the CWC.

11 12. Section 12.2.1 of the Interlocal Agreement provides that "All Annual Operating
12 Budgets and All Annual Capital Budgets shall be satisfied by the Members in the following
13 percentages:"

14	City of Las Vegas	30%
15	Clark County Water Reclamation District	46%
16	City of Henderson	14%
17	City of North Las Vegas	10%

18 13. Pursuant to section 12.2.1 of the Interlocal Agreement, the respective contributions
19 owed to the CWC were to cease once the regional fees were "in place and [] providing funding
20 for CWC activities, including operating costs, debt reserves and debt funding."

21 14. The regional fees for all member agencies became effective as of July 1, 2007.

22 15. Section 12.2.2 of the Interlocal Agreement, and subparts thereunder, set forth the
23 assessment of regional fees and provide that sewer connection charges and user charges shall be
24 used to determine the amount of the assessment owed by each member agency to the CWC.

25 16. The CWC's member agencies impose upon and collect sewer connection charges
26 and user fees from the residents and businesses within their respective jurisdictions, and then pay
27 their respective regional fees to the CWC with these funds.

28

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding COMPLAINT filed in the Eighth
Judicial District Court

Does not contain the social security number of any person

-OR-

Contains the social security number of a person as required by:

A. A specific state or federal law, to wit.

-or-

B. For the administration of a public program or for an application for a
federal or state grant.

Signature



March 12, 2010

Date

Michael R. Kealy

Print Name

Attorney for Plaintiff

Title