

1 \$1425
2 STEVEN F. BUS, ESQ.
3 Law Offices of Steven F. Bus, Ltd.
4 Nevada Bar #3041
5 Quail Corners South
6 611 Sierra Rose Drive
7 Reno, Nevada 89511
8 (775) 825-2700
9 Attorney for Plaintiff

6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**

7 **IN AND FOR THE COUNTY OF WASHOE**

8 * * *

10 SAVE WILDCREEK, LLC,
11 a Nevada Limited Liability Company,

11 Plaintiff,

Case No.

Dept. No.

12 vs.

13 WASHOE COUNTY SCHOOL DISTRICT
14 BOARD OF TRUSTEES, a political sub-
15 division of the State of Nevada and the
16 individual Trustees, KATY SIMON HOLLAND,
17 MALENA RAYMOND, JOHN R. MAYER,
18 SCOTT KELLEY, DEBRA FEEMSTER,
19 ANGELA D. TAYLOR and VERONICA FRENKEL,
20 the RENO SPARKS CONVENTION VISITORS AUTHORITY,
21 also known as a Fair and Recreational Board and a political
22 subdivision of Washoe County and its Members, BOB LUCEY, HILLARY
23 SCHIEVE, NAT CARASALI, BILL WOOD, RICK MURDOCK,
24 VICK WOWO, LEE DILLARD and MARK STERBENS, WASHOE
25 COUNTY, a political subdivision of the State of Nevada, and its
26 Commissioners, MARSHA BERKBIGLER, BOB LUCEY, KITTY JUNG
27 JEANNE HERMAN, and the CITY OF SPARKS, a political subdivision
28 of the State of Nevada, and its Council Members, DONALD ABBOTT,
CHARLENE BYBE, RON SMITTH and KRISTOPHER DAHIR,

23 Defendants.

25 ///

26 ///

Law Offices of Steven F. Bus, Ltd.
Quail Corners South
611 Sierra Rose Drive
Reno, Nevada 89511
Tel: 775-825-2700
Fax: 775-825-2755

1 **COMPLAINT**

2 Plaintiff, SAVE WILDCREEK, LLC, (“WILDCREEK”) by and through its undersigned
3 Counsel, STEVEN F. BUS, ESQ., of The Law Offices of Steven F. Bus, Ltd., hereby complains against
4 Defendants, WASHOE COUNTY SCHOOL DISTRICT and its BOARD OF TRUSTEES, KATY
5 SIMON HOLLAND, MALENA RAYMOND, JOHN R. MAYER, SCOTT KELLEY, DEBRA
6 FEEMSTER, ANGELA D. TAYLOR and VERONICA FRENKEL, the RENO SPARKS
7 CONVENTION VISITORS AUTHORITY and its Members, BOB LUCEY, HILLARY SCHIEVE,
8 NAT CARASALI, BILL WOOD, RICK MURDOCK, VICK WOWO, LEE DILLARD and MARK
9 STERBENS, WASHOE COUNTY and its Commissioners, MARSHA BERKBIGLER, BOB LUCEY,
10 KITTY JUNG, JEANNE HERMAN, and the CITY OF SPARKS and its Council Members, DONALD
11 ABBOTT, CHARLENE BYBE, RON SMITTH and KRISTOPHER DAHIR and alleges as follows:

12 **GENERAL ALLEGATIONS**

13 1. Plaintiff, WILDCREEK is a Nevada Limited Liability Company comprised of members
14 who are residents of Washoe County and Sparks Nevada who will be directly and adversely affected by
15 the construction of a high school on the current location of the Wildcreek Golf Course as many of the
16 members live near or around the Wildcreek Golf Course.

17 2. WASHOE COUNTY SCHOOL DISTRICT (“WCSD”) is, and all times mentioned herein
18 was, a political subdivision of State of Nevada comprised of individual Trustees whose names are
19 KATY SIMON HOLLAND, MALENA RAYMOND, JOHN R. MAYER, SCOTT KELLEY, DEBRA
20 FEEMSTER, ANGELA D. TAYLOR and VERONICA FRENKEL.

21 3. RENO SPARKS CONVENTION VISITORS AUTHORITY, (“RSCVA”) also known
22 as the Fair and Recreational Board is, and all times mentioned herein was, and political subdivision of
23 Washoe County and its Members consist of BOB LUCEY, HILLARY SCHIEVE, NAT CARASALI,
24 BILL WOOD, RICK MURDOCK, VICK WOWO, LEE DILLARD and MARK STERBENS

25 4. WASHOE COUNTY (“WC”) is, and all times mentioned herein was, a political
26 subdivision of the State of Nevada comprised of its Commissioners, MARSHA BERKBIGLER, BOB
27

Law Offices of Steven F. Bus, Ltd.
Quail Corners South
611 Sierra Rose Drive
Reno, Nevada 89511
Tel: 775-825-2700
Fax: 775-825-2755

1 LUCEY, KITTY JUNG, JEANNE HERMAN.

2 5. CITY OF SPARKS (“SPARKS”) is, and all times mentioned herein was, and
3 political subdivision of the State of Nevada comprised of its Council Members, DONALD
4 ABBOTT, CHARLENE BYBE, RON SMITTH and KRISTOPHER DAHIR.

5 6. On or about October 3, 1974, Joesph and Sally Conforte (“Confortes”), as husband
6 and wife, deeded the subject property to WC acting through the RSCVA with the agreement that a
7 public golf course was to be constructed on the property which became known as the Wildcreek Golf
8 Course on behalf of the residents of WC and SPARKS as third party beneficiaries, which includes
9 Plaintiff and its individual Members.

10 7. The RSCVA/WC, at a substantial cost to the taxpayers of Washoe County,
11 constructed and continuously operated the Wildcreek Golf Course since 1978 for the benefit of the
12 residents of WC and Sparks and was also used as a premier golf course for tourist attraction which
13 even hosted the Senior PGA Tour.

14 8. Pursuant to the provisions of NRS 244A.597, the RSCVA can only acquire property for
15 recreational use which includes golf courses, public parks, playgrounds, swimming pools and other
16 recreational facilities.

17 9. Pursuant to the provisions of NRS 244A.619(5), the RSCVA cannot sell or transfer
18 property unless it is to be maintained and operated as a public project and a recreational facility.

19 10. For the transfer by Washoe County (“WC”) to the Washoe County School District
20 (“WCSD”), another government entity, pursuant to NRS 244.281(1)(e)(2) WC must adopt a resolution
21 to find that the sale will be in the public interest of the entire county, and not just the WCSD.

22 11. The Truckee Meadows regional plan requires the preservation of wet lands and other
23 bodies of water, open space, green ways, natural resources, recreational areas and habitat for wildlife
24 and vegetation, including wildlife migration paths, flood plains as well as maintain the character of
25 established neighborhoods and compliance with the restrictions on the location of new schools.

26 12. The Wildcreek Golf Course serves as an open space, a green way, has bodies of water,
27
28

1 as a recreational area, as a habitat for numerous species of wildlife and vegetation, including wildlife
2 migration paths and a flood plain and is surrounded by an established neighborhood..

3 13. WC and SPARKS adopted master plans consistent with the Truckee Meadows Master
4 Plan and the WCSD and the RSCVA are bound by the terms of the Truckee Meadows Master Plan.

5 14. A portion of the Wildcreek Golf Course subject to the proposed transfer was previously
6 owned by the Bureau of Land Management (“BLM”) which regardless of the transferee, must be
7 maintained as recreational property.

8 15. SPARKS is the entity authorized to issue the building permit.

9 16. Plaintiff is informed, believes and therefore alleges that prior to the announcement of
10 the sale/transfer of the subject property at a press conference on or about May 1, 2017, that WCSD,
11 RSCVA and WC had already come to an agreement to sell/ transfer the subject property contrary to the
12 agreement with the Confortes to maintain the golf course, contrary to the Truckee Meadows Regional
13 Plan, contrary to the restrictions that the RSCVA can only transfer property for recreational use, no
14 existence of a resolution adopted by the Washoe County Commissioners that the sale would be in the
15 best interest of the entire County, no consideration of alternative sites, no consideration of the flood
16 plain, no traffic study, no confirmation from the BLM for approval and no analysis on the affect of the
17 Orr Ditch water users and no consideration of the FAA requirements as the new high school would be
18 built directly under the flight path.

19 17. Plaintiff is informed, believes and therefore alleges that the purchase price to be paid by
20 WCSD is approximately \$1.5 million dollars which is substantially below the market value as well as
21 it fails to take into consideration the significant investment that was made for the construction and
22 operation of the Wildcreek Golf Course paid by WC and SPARKS residents, including the Plaintiff and
23 its individual Members.

24 18. That an assessment study of alternative sites was not even issued until September 2017
25 which alternative sites were feasible and consistent with the Truckee Meadows Regional Plan and not
26 contrary to the agreement with the Confortes, or RSCVA restriction on the sale of property for
27

1 recreational purposes and without any other restrictions such as those that apply to the transfer of the
2 subject property, but were dismissed for arbitrary reasons.

3 19. Plaintiff is informed, believes and therefore alleges that the cost of the new high school
4 for approximately 2,500 students is expected to be in the range of \$150 to \$200 million dollars.

5 20. As a result the necessity of initiating an prosecuting this action, Plaintiff has incurred and
6 continues to incur, attorney fees and costs and is entitled to recovery of the same.

7

8

FIRST CLAIM FOR RELIEF

9

(PRELIMINARY INJUNCTION)

10

21. Plaintiff repleads and realleges each and every allegation set forth in paragraphs 1-20,
11 inclusive, of its Complaint and incorporates the same by reference as though more fully set forth herein.

12

22. That RSCVA and WC should be restrained and prohibited from selling/transferring the
13 subject property to WCSD and SPARKS issuing a building permit and allowing for the construction of
14 a new high school on the current location of the Wildcreek Golf Course until a declaratory judgment is
15 issued by this Court.

16

21. Plaintiff and its Members will suffer irreparable harm if injunctive relief is not granted
17 as construction of a new high school on the existing Wildcreek Golf Course will forever change the
18 landscape by eliminating the golf course, open space, a green way, wildlife habitat, vegetation and
19 wildlife migration paths, recreational use and by altering the character of the surrounding neighborhood;
20 Plaintiff will most likely succeed on the merits in that construction of a new high school on the existing
21 Wildcreek Golf Course is; (1) In breach of the agreement with the Confortes to maintain a golf course
22 on behalf of the residents of WC and SPARKS, which includes Plaintiff and its individual Members;
23 (2) Contrary to and in violation of the Truckee Meadows Regional Plan; (3) In violation of NRS
24 244A.619(5) which does not allow the RSCVA/WC to sell/transfer property other than for use as a
25 public project and recreational facility; (4) The individual Members of WC and the RSCVA are in
26 breach of their fiduciary duties by failing to obtain fair and equitable compensation for the Wildcreek

27

28

1 Golf Course property; The individual Members of WCSD are in breach of their fiduciary duties by
2 spending an exorbitant amount of money just for one school; (6) BLM approval is required and has not
3 been obtained; (7) WC has not adopted a resolution finding that the transfer of the subject property to
4 WCSD is in the best interest of the entire County; (8) The construction of the high school is prohibited
5 by the flood plain; (9) There is a significant safety impact on the traveling public due to the substantial
6 increase in traffic which has not been properly analyzed as required; (10) The proposed location of the
7 high school would adversely affect the water rights users out of the Orr Ditch; (11) The construction of
8 the proposed high school is not in compliance with FAA rules and regulations; and (12) Reasons for the
9 dismissal of the alternative sites were arbitrary and capricious; the harm if injunctive relief is not granted
10 is much greater to the Plaintiff and its individual Members than to the Defendants; and the Plaintiff has
11 no adequate legal remedy.

12
13 **SECOND CLAIM FOR RELIEF**

14 **(DECLARATORY JUDGMENT)**

15 22. Plaintiff repleads and realleges each and every allegation set forth in paragraphs 1-21,
16 inclusive, of its Complaint and incorporates the same by reference as though more fully set forth herein.

17 23. An actual controversy exists in that the sale/transfer of the subject property to WCSD
18 for the construction of a new high school on the current location of the Wildcreek Golf Course is:

- 19 1. In breach of the agreement between the Confortes and RSCVA/WC to maintain a
20 golf course for the benefit of the residents of WC and SPARKS which includes
21 Plaintiff and its Members as third party beneficiaries.
- 22 2. Contrary to and in violation of the Truckee Meadows Regional Plan.
- 23 3. In violation of NRS 244A.619(5) which prohibits the RSCVA from selling/
24 transferring property other than for use as a public project and recreational facility.
- 25 4. In breach of the fiduciary duties of the individual Members WC and the RSCVA
26 are in breach of their fiduciary duties by failing to obtain fair and equitable
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- compensation for the sale/transfer of the subject property.
- 5. In breach of the fiduciary duties of the individual Members of WCSD by spending an exorbitant amount for the construction of a single high school.
- 6. Not in conformance with BLM approval.
- 7. Not in conformance with the requirement that WC adopt a resolution finding that the transfer of the subject property to WCSD is in the best interest of the entire County.
- 8. Is prohibited by the flood plain.
- 9. Is prohibited due to the safety impact on the traveling public as the result of the substantial increase of traffic.
- 10. Is prohibited without alleviating the impact on the water rights users out of the Orr Ditch.
- 11. Is prohibited without ensuring compliance with FAA rules and regulations.
- 12. Is arbitrary and capricious for failing to properly evaluate and consider the alternative sites.

24. Plaintiff is entitled to declaratory judgment based on any or all of the preceding reasons.

THIRD CLAIM FOR RELIEF
(MANDATORY INJUNCTION)

25. Plaintiff repleads and realleges each and every allegation set forth in paragraphs 1-24, inclusive, of its Complaint and incorporates the same by reference as though more fully set forth herein.

26. Upon the finding of this Court that the construction of a new high school on the location of the Wildcreek Golf Course is in violation of or not in compliance with the reasons set forth in paragraph 23, a mandatory injunction should be issued prohibiting the Defendants, RSCVA

1 and WC from selling/transferring the subject property to WCSD and preventing SPARKS from
2 issuing a building permit.

3

4 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

5 1. For a preliminary injunction restraining and enjoining Defendants RSCVA and WC from
6 selling/transferring the property to WCSD and SPARKS from issuing a building permit until
7 such time as this Court determines the merits of the declaratory judgment request.

8 2. For declaratory judgment that construction of the new high school on the location of the
9 Wildcreek Golf Course is contrary to and in violation of the reasons set forth herein.

10 3. For mandatory injunction prohibiting the construction of the new high school on the
11 Wildcreek Golf Course.

12 4. Such other and further relief as the Court deems just and proper under the circumstances.

13

14

AFFIRMATION

15

16

Pursuant to NRS 239B.030, the undersigned do hereby affirm that the preceding document does
not contain the Social Security number of any person.

17

18

19

DATED this 12th day of March, 2018.

20

21

22

23

24

25

26

27

28

/s/Steven F. Bus

STEVEN F. BUS, ESQ.
Law Offices of Steven F. Bus, Ltd.
Quail Corners South
611 Sierra Rose Drive
Reno, Nevada 89511

Attorney for Plaintiff