

COURT OF APPEALS
STATE OF ARIZONA, DIVISION TWO

**DEBRA ARRETT and SHIRLEY
LAMONNA,**

Appellants,

v.

**JULIE K. BOWER, Oro Valley
Town Clerk,**

Appellee.

CASE NO. 2 CA-CV 2015-0017

**Pima County Superior Court Case No.
C20150346**

**OPPOSITION TO MOTION FOR
STAY**

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¶1 Appellee Julie K. Bower (“Town Clerk”), by and through undersigned counsel, respectfully requests this Court deny Appellants Debra Arrett and Shirley Lamonna’s (“Arrett” and “Lamonna”) motion for a stay of the ruling of the trial court, or in the alternative, limit the stay only to a final closing of the sale of El Conquistador Country Club – but expressly permit the Town of Oro Valley to continue negotiations – *and* also require Arrett and Lamonna to post a bond in a sufficient amount to make the Town of Oro Valley (“Town”) whole for the damages likely to be caused by the lost opportunity to purchase the El Conquistador Country Club.

Factual Background

¶2 On December 17, 2014, the majority of the Town Council of Oro Valley voted to approve the purchase of the El Conquistador Country Club (the “Property”) by passing Resolution 14-66. ([ROA 19, Exhibit E \(Resolution\)](#); [ROA 17, Bower Aff. ¶ 9.](#)) The El Conquistador Country Club comprises 324 acres of land that includes a restaurant, 31 tennis courts, 45 holes of golf, two swimming pools and a 31,475 square-foot building that may be converted into a community and recreation center. ([ROA 17, Bower Aff. ¶ 9.](#)) Passage of Resolution 14-66 represented the fulfillment of a longstanding Town goal to establish community and recreation centers for public use. (See Affidavit of Greg Caton, Town Manager of Oro Valley, In Support of Appellee’s Opposition to Stay, hereinafter

“Caton Aff.”, ¶ 2.) The agreed price for the Property was \$1 million, representing a 70% reduction from a market appraisal. (*Id.* ¶¶ 5-6.) Furthermore, if the Town were to purchase land and construct a similar facility from the ground up, the project would cost the Town approximately \$27 million. (*Id.* ¶ 2.)

¶3 On December 18, 2014, Lamonna applied for a referendum petition number to challenge Resolution 14-66. ([ROA 17, Bower Aff. ¶ 10.](#)) The Town, out of respect for the referendum process, took no steps while the petition was pending to finalize the purchase of the Property. (Caton Aff. ¶ 7.) However, the Sellers had made clear that there were competing offers for the Property and made no agreement to keep the offer open during litigation. (*Id.* ¶¶ 10-11.) Indeed, the Sellers have consistently pushed for the Town to take possession on March 1, 2015. (*Id.* ¶¶ 7, 10-11.) Because the Town has delayed negotiations to respect the referendum process and allow the trial court to rule, it will be unable to take possession on March 1. (*Id.* ¶ 8.) However, the Town must continue its discussion with the Seller to finalize the terms of the sale of the Property in order to ensure that it does not lose this unique opportunity. (*Id.* ¶ 9.)

¶4 In short, time is of the essence to complete the deal. (*Id.* ¶ 12.) While the Town is unlikely to be able to close the sale before mid-March when this Court is anticipated to issue a ruling, the Town should not be barred from taking steps in furtherance of the purchase while this Court considers this case.

The Legal Standard for a Stay and Supersedeas Bond

¶5 Pursuant to Rule 7(c) of the Arizona Rules of Civil Appellate Procedure, this Court has discretion with respect to interim relief during a pending appeal. The Rule states in relevant part:

An appellate court or an appellate judge or justice also may suspend, modify, restore, or grant an injunction during the pendency of an appeal; may enter any order appropriate to preserve the status quo; and may enter any order to preserve the effectiveness of the decision that the appellate court will enter.

Ariz. R. Civ. App. P. 7(c).

¶6 The Supreme Court held in *Smith v. Arizona Citizens Clean Elections Comm'n*, 212 Ariz. 407, 410, ¶ 9, 132 P.3d 1187, 1190 (2006), that the standard for a stay was the same as the criteria for issuing a preliminary injunction. *Id.* (citing *Shoen v. Shoen*, 167 Ariz. 58, 63, 804 P.2d 787, 792 (Ct. App. 1990); *Burton v. Celentano*, 134 Ariz. 594, 595, 658 P.2d 247, 248 (Ct. App. 1982)). As such, a party seeking a stay or injunction against the enforcement of a trial court's judgment during pendency of an appeal must establish: (1) a strong likelihood of success on the merits; (2) irreparable harm if the stay is not granted; (3) that the harm to the party requesting the stay outweighs the harm to the party opposing the stay; and (4) that public policy favors granting the stay. *Smith*, 212 Ariz. at 410, ¶ 10, 132 P.3d at 1190 (denying stay). These elements are applied in a sliding scale. Arrett and Lamonna must prove that either (1) the likelihood of success and

possibility of irreparable injury, considered together, *or*, (2) the presence of serious questions and balance of hardships weighs heavily in their favor. *Id.* (citations omitted). As in *Smith*, they failed to meet this burden.

¶7 A supersedeas bond is similarly governed by Rule 7 of the Arizona Rules of Civil Appellate Procedure. However, the language of Rule 7 deals with such bonds in the context of stays issued by the superior court. Here, the superior court expressly denied Arrett and Lamonna’s request for a stay. ([ROA 41](#)). Appellee found no cases dealing with setting of a bond where the Court of Appeals issued an order pursuant to Rule 7(c). Thus, the Town Clerk contends that this Court may look to the requirements for a supersedeas bond in Appellate Rule 7 and also Arizona Rules of Civil Procedure 65, which governs injunctions and sets the standards for a Rule 7(c) stay.

¶8 The purpose of a bond in the context of both an appellate stay and an injunction is to preserve the status quo. *Salt River Sand & Rock Co. v. Dunevant*, 222 Ariz. 102, 109, ¶ 9, 213 P.3d 251, 258 (Ct. App. 2009); *ASH, Inc. v. Mesa Unified Sch. Dist. No. 4*, 138 Ariz. 190, 192, 673 P.2d 934, 936 (Ct. App. 1983). Pursuant to the guidance of Rule 65(e) Arizona Rules of Civil Procedure, a “reasonable” bond must be set based on a fact-intensive review of the issues at stake and the risk of harm to the enjoined party by being barred from acting. See *In re. Matter of Wilcox Revocable Trust v. Wilcox*, 192 Ariz. 337, 341, 965 P.2d

71, 75 (Ct. App. 1998). In contrast, a supersedeas bond “shall be conditioned for the satisfaction in full of the judgment remaining unsatisfied, together with costs, interest, and any damages reasonably anticipated to flow from the granting of the stay, including damages for delay, if for any reason the appeal is dismissed or if the judgment is affirmed.” *Havasu Heights Ranch and Dev. Corp. v. Desert Valley Wood Products, Inc.*, 179 Ariz. 456, 459, 880 P.2d 676, 679 (Ct. App. 1994) (internal quotation omitted). “[N]ormally a supersedeas bond should be posted in an amount that secures the total judgment, inclusive of costs, interest and damages which might be attributed to the stay pending appeal....” *Salt River Sand & Rock, Co.*, 222 Ariz. at 106, ¶ 9, 213 P.3d at 255. However, “a court has the inherent discretion and power to allow for flexibility in the determination of the nature and extent of the security required to stay the execution of the judgment pending appeal.” *Id.* (internal quotation omitted). Because Arrett and Lamonna present no valid grounds to reduce the amount of bond, if a stay is granted, the bond should reflect the amount of damages faced by the Town.

ARGUMENT

A. Arrett and Lamonna Failed to Meet Their Burden For a Stay

(1) *There is a Strong Likelihood that Arrett and Lamonna will Fail on the Merits.*

¶9 In the February 10, 2015 telephonic conference with the Court, counsel for Arrett and Lamonna indicated that the appeal will seek, among other things, (1)

reversal of Supreme Court precedent requiring that referendum petitions be held to strict compliance with the governing statutes of Title 19 (*see, e.g., Western Devcor, Inc. v. City of Scottsdale*, 168 Ariz. 426, 429, 814 P.2d 767, 770 (1991)); and (2) a ruling that the statutory requirements that a referendum petition contain the referendum serial number in the lower right-hand corner on each side of each page (*see, e.g.,* A.R.S. § 19-101(B); A.R.S. § 19-111(B); § 19-121(A)(2); § 19-121.01(A)(1)(c)) violate Arizona State Constitution, article 4, part 1, § 1. Having conceded that the returned petitions did not strictly comply with the statutory requirements ([ROA 4, Complaint ¶¶ 11-14](#); [ROA 20-33, Petition for Referendum](#); [ROA 34, Rejection Petition Receipt](#); [ROA 43, Ruling p. 2](#)), the appeal can only succeed if Arrett and Lamonna prevail on these legal issues. For the reasons set forth below, they are unlikely to prevail on the merits of this appeal.

¶10 The Arizona Supreme Court has repeatedly held that the constitution and statutes relating to referendum power must be strictly followed. *Cottonwood Dev. v. Foothills Area Coalition of Tucson, Inc.*, 134 Ariz. 46, 49, 653 P. 2d 694, 697 (1982); *Direct Sellers Ass'n v. McBrayer*, 109 Ariz. 3, 5-6, 503 P.2d 951, 953-54 (1972). The Supreme Court has exclusive authority to reverse its rulings. *See State v. Ofstedahl*, 208 Ariz. 406, 408, ¶ 8, 93 P.3d 1122, 1124 (Ct. App. 2004); *Demko v. State Farm Mut. Auto. Ins. Co.*, 204 Ariz. 497, 499 n.1, 65 P.3d 446, 448 (Ct. App. 2003); *City of Tucson v. Woods*, 191 Ariz. 523, 527, 959 P.2d 394, 398

(Ct. App. 1997); *State v. Anderson*, 185 Ariz. 454, 456, 916 P.2d 1170, 1172 (Ct. App.1996); *State v. Lichon*, 163 Ariz. 186, 192, 786 P.2d 1037, 1043 (Ct. App. 1989). Because this Court cannot reverse the Supreme Court and the record is clear that the petitions did not strictly comply with the requirements of the statutes, Arrett and Lamonna cannot prevail on the merits.

¶11 With respect to the constitutionality of the statutes, Arrett and Lamonna again are unlikely to prevail. It is their burden to prove beyond a reasonable doubt that the statutes in question violate the constitution and there are no circumstances in which the challenged statute would be found valid. *Lisa K. v. Arizona Dep't of Econ. Sec.*, 230 Ariz. 173, 177, ¶ 8-9, 281 P.3d 1041, 1045 (Ct. App. 2012); *Graville v. Dodge*, 195 Ariz. 119, 123, ¶ 17, 985 P.2d 604, 608 (Ct. App.1999). This is a tremendous burden, because statutes are presumed constitutional out of deference to the independence of the legislative branch of government. *Planned Parenthood Arizona, Inc. v. Am. Ass'n of Pro-Life Obstetricians & Gynecologists*, 227 Ariz. 262, 268, ¶ 9, 257 P.3d 181, 187 (Ct. App. 2011); *State v. Hargrave*, 225 Ariz. 1, 13, ¶ 42, 234 P.3d 569, 581 (2010). In light of the weight of this burden and the decades of Supreme Court cases upholding such statutes (*see, e.g., Direct Sellers Ass'n*, 109 Ariz. at 5-6, 503 P.2d at 953-54), Arrett and Lamonna are unlikely to prevail on the merits with this issue.

¶12 For these reasons, the likelihood that Arrett and Lamonna will not succeed on the merits of their appeal is sufficient to deny any stay.

(2) Arrett and Lamonna Face no Irreparable Harm if a Stay is Denied.

¶13 Arrett and Lamonna have established no harm if a stay is denied. Their goal with this action is to ensure that voters consider Resolution 14-66. Even if the petitions were found valid and the number of signatures sufficient for placement on a ballot, completion of the transaction authorized by Resolution 14-66 would not render these proceedings moot or eliminate voters' referendum rights. *See, e.g., Pointe Resorts, Inc. v. Culbertson*, 158 Ariz. 137, 141, 761 P.2d 1041, 1045 (1988) (holding appeal seeking to challenge municipal clerk's finding that referendum petition concerning land transaction was insufficient did not become moot because the transaction was fully executed pending the appeal). Since the purpose of this appeal is unaffected by a stay, no stay is justified.

¶14 In fact, the transaction is unlikely to be finalized before this Court rules on this appeal. (Caton Aff. ¶ 8.) These proceedings are governed by Rule 10 of the Arizona Rules of Civil Appellate Procedure, and this Court has accordingly issued an expedited briefing schedule. This takes into account the agreement between the Town and Pima County, which conducts elections on behalf of the Town, that requires any issue to be placed on a ballot be presented no fewer than 120 days in advance of the following consolidated election date. ([ROA 17, Bower Aff. ¶ 24.](#))

The next consolidated election is May 19. (*Id.*) The deadline for the May 19 election was January 20. (*Id.*) April 27 is the last day to submit an item for inclusion on the next consolidated election in August. (*Id.*) The expedited schedule is sufficient without a stay. *See, e.g., Kromko v. City of Tucson*, 202 Ariz. 499, 501, ¶ 3, 47 P.3d 1137, 1139 (Ct. App. 2002) (stay denied and appeal accelerated).

(3) *The harm to the Town outweighs the harm to Arrett and Lamonna.*

¶15 As set forth in the Affidavit of Town Manager Greg Caton, the Property the Town is authorized to purchase by Resolution 14-66 is unique, offered at a tremendous discount from market costs, and fulfills a long-standing goal of the community. (Caton Aff. ¶¶ 2, 6.) If the Town is unable to proceed with negotiations in furtherance of completing the purchase, the Town is at serious risk of permanently losing the opportunity. (*Id.* ¶ 12.) This opportunity is irreplaceable because there is no similar parcel of land in the community. (*Id.* ¶ 6.)

Construction of comparable facilities would cost the Town approximately \$27 million, while the purchase price for the entire Property is merely \$1 million. (*Id.* ¶¶ 2, 5.) The harm to the Town if the deal authorized by a majority of its Council fails is immeasurable.

(4) *Public Policy Disfavors Granting a Stay.*

¶16 As set forth in the Town Clerk's Motion to Dismiss ([ROA 16](#), pp. 11-12),

public policy favors her position. “Where a power so great as the suspension of an ordinance or of a law is vested in a minority, the safeguards provided by law against its irregular or fraudulent exercise should be carefully maintained.” *Direct Sellers Ass'n v. McBrayer*, 109 Ariz. at 5-6, 503 P.2d at 953-54 (quoting *AAD Temple Bldg. Ass'n v. Duluth*, 135 Minn. 221, 226–27, 160 N.W. 682, 684–85 (1916)). Issuing a stay here would violate the very public policy interest expressed by the time limitations for bringing a referendum petition. A stay would do precisely what *Direct Sellers* advised against: tie up the legislative process indefinitely with a baseless challenge. 109 Ariz. at 6, 503 P.2d at 954. The requested stay must be denied to “ensure that the constitutional right of the referendum is not abused or improperly expanded,” for it is an extraordinary power of the “minority to hold up the effective date of legislation which may well represent the wishes of the majority.” *W. Devcor*, 168 Ariz. at 428-29, 814 P.2d at 769-70 (citations omitted).

(5) *Arrett and Lamonna Establish No Grounds for an Automatic Stay.*

¶17 Arrett and Lamonna are mistaken about the legal standards for a stay. They wrongly rely on the Rules of Procedure for Special Actions (Motion, ¶¶ 12-13), which governed the superior court proceedings, but are inapplicable in this appeal. Instead, the Rules of Civil Appellate Procedure, discussed above, govern this appeal. Arrett and Lamonna also make sweeping statements with no legal support

for the claim of entitlement to an automatic stay. This effort too is unavailing. The sole Arizona case they rely on does not stand for the proposition that an automatic stay is required. *Queen Creek Land & Cattle Corp. v. Yavapai County Bd. of Supervisors*, 108 Ariz. 449, 501 P.2d 391 (1972), dealt with the referendum of a zoning ordinance, and the Supreme Court held the trial court could not enjoin submission of a valid referendum petition for a rezoning application. (Motion, ¶ 8.) The decision has nothing to do with this case where Arrett and Lamonna request the Court stay a duly-adopted Council resolution on the basis of a flawed petition. *Compare Direct Sellers Ass’n*, 109 Ariz. at 6, 503 P.2d at 954 (statutory controls are important to prevent abuse of referendum process). Arrett and Lamonna’s motion must be denied because it is wholly without legal support.

B. If a Stay Is Granted, a Bond should be Required in a Sufficient Amount to Make the Town Whole for the Loss of the Property

¶18 Although Arrett and Lamonna have not established a right for a stay, if the Court exercises its discretion to issue such an order, it should require them to post a reasonable bond.

¶19 Arrett and Lamonna contend that they should benefit from Rule of Civil Procedure 65(e), which applies to “the State or an officer or agency thereof.” (Motion, ¶ 14.) This contention is unsupported by law or fact. First, they seek to avail themselves of a “*reserved power*” and by their own admission are acting as *people* rather than the *State*. (Motion, ¶ 7, citing Ariz. Const. Art. 4, Pt. 1 § 1(1).)

Arrett and Lamonna offer neither logic nor legal precedent to support this claim that they are absolved of an obligation to post a bond. Furthermore, their position begs the question as to whether the greater good is served by delaying action on a properly approved legislative act that itself seeks to promote the public interest. Just as the Town faces economic risks as a result of this litigation, so too must Arrett and Lamonna. However, unlike the Town, if Arrett and Lamonna prevail in the merits of the case, they will be refunded the entire amount of the bond. They are in a position to evaluate the strength of their appeal and whether it justifies their monetary investment. There is no reason to absolve them of this element of their participation.

¶20 Arrett and Lamonna's request that no bond be imposed is neither reasonable, nor supported by the requirements of Rule 7 of the Rules of Civil Appellate Procedure or Rule 65(e) of the Rules of Civil Procedure. The bond must be reasonable both with respect to the burden it imposes on the party seeking the stay and also with respect to the party who faces damages as a result of the stay. *See Wilcox*, 192 Ariz. at 341, 965 P.2d at 75. Thus, the value of the bond must reflect not only Arrett and Lamonna's net worth, but also the damage threatened to the Town as a result of a stay. That amount, as described below, is \$21.5 million.

¶21 The Town risks a complete loss of the opportunity to purchase the unique Property. The best method to arrive at an appropriate value for a bond is the

difference between the cost of an unknown parcel of land and the construction of a new community center and the agreed \$1 million price for the Property, including all of its existing amenities. Here, the cost to build a comparable, new community center on a different parcel of land is approximately \$27 million. (Caton Aff. ¶ 2.) The price to purchase the Property is heavily discounted at \$1 million, and will require approximately \$5.5 million to renovate the facilities. (*Id.*) As such, if the purchase fails because the Town is unable to continue to negotiate with the Sellers and make progress towards finalizing the terms of the purchase agreement, the damages to the Town will be approximately \$21.5 million.¹ While an enormous amount to request for a bond, it reflects the damages the community of Oro Valley will reasonably face if a stay is granted. *See Havasu Heights Ranch*, 179 Ariz. at 459, 880 P.2d at 679. A bond of \$21.5 million is reasonable under these circumstances.

¶22 Additionally, Rule 7 of the Arizona Rule of Civil Appellate Procedure authorizes this Court to require such a bond. While Appellate Rule 7(a)(4) caps the amount of a bond, “[t]he appellant[s] must prove net worth by a preponderance of the evidence” in order to avail themselves of a bond cap of fifty per cent of the their net worth. Ariz. R. Civ. App. P. 7(a)(7)(B). Because Arrett and Lamonna

¹ A new facility would be \$27 million. The Property is \$1 million (purchase) + \$5.5 million (renovations) = \$6.5 million. The additional cost to the Town of a new facility is \$27 million - \$ 6.5 million = \$21.5 million.

offered no such evidence, the only applicable cap on the bond is Rule 7(a)(4)(C), or \$25 million dollars. Here, the anticipated damages to the Town are less than this cap, and therefore a bond in the amount of \$21.5 million is appropriate.

CONCLUSION

¶23 Arrett and Lamonna establish no legal grounds for an automatic stay. They made no effort to demonstrate that any of the factors for an Appellate Rule 7(c) discretionary stay weighed in their favor. In contrast, the Town is likely to prevail on the merits and faces the irreparable harm of the loss of a unique opportunity to purchase the Property to establish a recreation and community center. Finally, public policy disfavors a stay. For these reasons, a stay should be denied. If a stay is issued, the order should be limited to final closing of the sale of the Property but not to preventing continuing negotiations between the Town and the Seller. Arrett and Lamonna should also be required to post a reasonable bond in the amount of \$21.5 million to make the Town whole in the amount of the damages the Town faces.

RESPECTFULLY SUBMITTED this 18th day of February, 2015.

By: /s/ Patricia E. Ronan
Kelly Y. Schwab, Esq.
Patricia E. Ronan, Esq.
Tobin Sidles, Esq./Legal Services Director
Attorneys for Julie K. Bower

COURT OF APPEALS
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CERTIFICATE OF SERVICE

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ORIGINAL of the Opposition to Motion for Stay was electronically filed with the Clerk of the Court of Appeals this 18th day of February, 2015, and mailed and emailed to the following:

William J. Risner
Risner & Graham
100 North Stone Avenue, Suite 901
Tucson, Arizona 85701-1620

RESPECTFULLY SUBMITTED this 18th day of February, 2015.

By: /s/ Patricia E. Ronan
Kelly Y. Schwab, Esq.
Patricia E. Ronan, Esq.
Tobin Sidles, Esq./Legal Services Director
Attorneys for Julie K. Bower

COURT OF APPEALS
STATE OF ARIZONA, DIVISION TWO

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CASE NO. 2 CA-CV 2015-0017

**Pima County Superior Court Case No.
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**AFFIDAVIT OF GREG CATON IN
SUPPORT OF OPPOSITION TO
STAY**

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Attorneys for Julie K. Bower

State of Arizona)
) ss
County of Pima)

Greg Caton, Town Manager of the Town of Oro Valley, solemnly swears or affirms the following:

1. I am Town Manager for the Town of Oro Valley.
2. Since the mid-1990's, the Town of Oro Valley has had the development of a community and recreation center as part of its long term plans. Cost estimates for Oro Valley to build a brand new community center with meeting facilities and a restaurant are approximately \$20 million with an additional \$7 million for bonding costs.
3. In the summer of 2014, an opportunity to purchase land for a recreation center came to the attention of Town leaders. This specific land already had facilities on it that would meet many of the community's needs for a community center and recreation center. In my capacity as Town Manager, I participated in meetings and negotiations to advise the Town about the opportunity to purchase this parcel.
4. On December 17, 2014, the Common Council passed Resolution 14-66 (the "Resolution") to purchase approximately 324 acres of land from El Conquistador Country Club that includes a restaurant, 31 tennis courts, 45 holes of golf, two swimming pools, and a 31,475 square-foot building (the "Property") for

conversion into a community and recreation center.

5. The agreed price for the Property is \$1 million to be paid over three years with no interest charges. The Property will require approximately \$5.5 million in renovations to fulfill the Town's needs.

6. The Property is unique in the area because of its location, amenities, size, and capacity to serve an array of functions for the community. Furthermore, the agreed purchase price is 30% of the appraised market value for the Property.

7. Council passed the Resolution after several months of negotiation with the Sellers, who requested that the Town take immediate possession of the Property. We were able to persuade the Sellers to allow the Town until March 1 in order for the Town to implement internal processes to take possession. However, immediately after passage of the Resolution, Appellant Lamonna applied for a referendum petition. I decided to respect the petition process and wait 30 days before taking action in furtherance of taking possession or finalizing the sale.

8. At this point, the Town is unable to fulfill its initial commitment to take possession of the Property on or before March 1. We cannot close the sale of the Property before March 16.

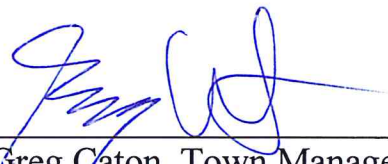
9. The tasks that are still outstanding include review and finalization of the purchase agreement and negotiation of service contracts in connection with the golf courses and buildings on the Property.

10. In the event a stay were issued that barred the Town from advancing in its negotiations with the Sellers, the entire purchase of this unique and valuable Property is at risk. The Sellers have competing bidders who have indicated a willingness to purchase the Property at a price closer to the appraisal value. Thus, the Sellers have expressed a desire to move forward with the deal as soon as possible.

11. The Town has no agreement with the Sellers that they will hold the Property and delay the sale during pendency of this appeal.

12. If a stay were imposed on negotiations and closing the deal during the litigation of the appeal in this case, there is a serious risk that Oro Valley would lose the opportunity to make this unique purchase and open a recreation and community center at such a reasonable cost.

DATED February 18, 2015.



Greg Caton, Town Manager
Town of Oro Valley

Subscribed and sworn before me this 18th day of February, 2015 by Greg Caton, Town Manager of the Town of Oro Valley.



Notary Public

My commission expires: 03/26/2016

