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BEFORE THE ARIZONA CORPORATION COMMISSION

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Arizona Corporation Commission

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AZ CORP COMMISSION
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IN THE MATTER OF THE APPLICATION OF
SOUTHWEST GAS CORPORATION FOR
APPROVAL OF ACQUISITION PLAN AND, IF
APPROPRIATE, WAIVER OF SELECTED
PROVISION OF THE AFFILIATE RULES.

DOCKET NO. G-01551A-02-0425

STAFF'S CLOSING BRIEF

The Utilities Division Staff ("Staff") of the Arizona Corporation Commission ("Commission") hereby files its closing brief in the above-captioned matter. Staff's brief addresses the major disputed issues between Staff and the other Parties. On any issue not specifically addressed in this brief, Staff maintains its position as presented in its testimony.

This case centers on the public interest. Southwest Gas Corporation ("SWG" or "Southwest") has alleged that the Application will benefit current Black Mountain Gas Company ("BMG" or "Black Mountain") customers (Exhibit A-2(A) at 2, line 25); provide a number of operating efficiencies (Exhibit A-2(A) at 5, lines 22-23); and; create a higher level of customer service, operation and pipeline safety to the current BMG service territory. (Exhibit A-2(A) at 6, line 9) However, SWG failed to provide testimony to support its claims. For example, SWG has not reviewed BMG's property, its maps, or its records. Nor has SWG conducted any comparisons or studies to demonstrate any of the claimed benefits of this transaction.

In contrast, Staff's review determined that the Application, as proposed, was not obviously in the public interest without conditions. (Exhibit S-1(A) at 13, lines 14-15) Staff identified potential areas in which this merger could lead to detriments to either current BMG customers or to the public as a whole. In order to ensure that the transaction was in the public interest and mitigate any potential detriment, Staff recommended certain conditions. The fourteen recommended conditions identified in Mr. Reiker's direct pre-filed testimony (Exhibit S-1(A) at 14-17) counter-balance the uncertainty and potential harm of the proposed Application. Staff's recommendations are necessary to ensure that the transaction is in the public interest.

STATEMENT OF FACTS

1
2 Black Mountain Gas Company is a public service corporation that provides retail natural gas
3 and propane service within the State of Arizona. ("Exhibit" A-2(A) at 3.) Nearly surrounded by
4 Southwest's service area, BMG's Cave Creek natural gas division serves approximately 7,260
5 customers in a rapidly growing service territory in and around Cave Creek, Carefree, Phoenix, and
6 Scottsdale, Arizona. (Exhibit S-2 (A) at 3) BMG's Page propane gas division serves approximately
7 2,400 customers in Page, Arizona. (Ex. A-2 (A) at 4)

8 Xcel Energy Inc., a Minnesota corporation, owns one hundred percent (100%) of the
9 outstanding shares of BMG. (Exhibit A-2(A) at 3)

10 Southwest Gas Corporation, a public service corporation, is engaged in the business of
11 purchasing, transporting, and distributing natural gas in portions of Arizona, Nevada and California.
12 SWG is the largest natural gas distributor in Arizona, selling and transporting natural gas in most of
13 central and southern Arizona including the Phoenix and Tucson metropolitan areas. (Exhibit S-1(A)
14 at 2) Southwest serves over 800,000 customers in a rapidly growing and expanding service territory,
15 and adds approximately 30,000 new customers per year in Arizona. (Exhibit A-2(A) at 5) SWG is
16 also engaged in construction services. In 2001, SWG had total assets of \$2.3 billion, generated
17 revenues of \$1.4 billion and earned a net income of \$37 million. (Exhibit S-1(A) at 2)

18 Southwest applied for approval of the acquisition of the common stock of Black Mountain;
19 the subsequent transfer of assets of Black Mountain to Southwest, including the Certificate of
20 Convenience and Necessity ("CC&N") granted to Black Mountain; and the dissolution of Black
21 Mountain within 12 months of the acquisition. (Exhibit A-1) Southwest intends to dispose of all of
22 the propane facilities in the Page, Arizona area, including both the Commission-jurisdictional
23 facilities, as well as the non-utility facilities within 12 months of the acquisition. (Exhibit A-1,
24 Exhibit A-2 at 3- 4)

25 The addition of the approximate 7,900 new customers from the Cave Creek division territory
26 proposed in this transaction is akin to what Southwest currently adds to its Arizona customer base
27 every 90 days. (Exhibit A-2(A) at 4) According to Southwest, this transaction is best viewed as a
28 strategic acquisition of an existing customer base with related infrastructure and a service territory,

1 essentially already served by Southwest. By its analogy, this transaction is similar to Southwest
2 extending service to a new subdivision or development. (Exhibit A-2(A) at 5)

3
4 **ARGUMENT**

5 There are four areas which Staff will address in order to clarify the disputed issues in this
6 matter.

- 7 1) The Applicant failed to demonstrate that the merger is in
8 the public interest.
9 2) Due to that failure and identified potential dangers, the
10 transaction must demonstrate a substantial immediate
11 benefit as counter-balance in the public interest.
12 3) Staff has recommended conditions to ensure a substantial
13 immediate benefit and protect against potential dangers.
14 4) There is no legal impediment to adoption of Staff's
15 recommendations.

16 **I. The Applicant has failed to demonstrate that the merger will be in the public interest.**

17 The proposed purchase of BMG stock requires approval by the Commission under ARS § 40-
18 285 (D). The request to acquire the assets and eventual dissolution of BMG requires authorization
19 from the Commission pursuant to ARS § 40-285 (A). The proposed creation of a holding company
20 and / or a subsidiary until the dissolution of BMG, and requested waiver of affiliated interest rules
21 requires a Commission finding that the waiver is in the public interest under A.A.C. R14-2-806 (A).
22 The request to transfer BMG's CC&N is controlled by the public interest per ARS § 40-282. *See*
23 James P. Paul Water Co. v. Arizona Corporation Commission, 137 Ariz. 426, 671 P.2d 404 (1983).
24 Inherent in the Commission's evaluation of each one of these requests is a public interest
25 determination.

26 SWG elected not to provide supporting testimony at the time of its filing of the Application.
27 (Exhibit A-1) Instead, a letter authored by Mr. Edward S. Zub was included in the filing. While Mr.
28 Zub's letter describes SWG's requests for approval and refers to various statutes and administrative
rules that may apply, it fails to provide a compelling basis for Commission approval of the
Application. Staff was the first party to provide pre-filed direct testimony. Despite Staff's testimony
clearly indicating that Staff was unable to find that the Application, as proposed, was in the public

1 interest (Exhibit S-1(A) at 13, lines 14-15), SWG's rebuttal testimony did nothing to clarify or
2 support any claims to the contrary.

3 For example, with regard to the rate making treatment of the acquisition premium, Staff
4 pointed out that there is a potential harm to ratepayers in the form of millions of dollars of increase in
5 rate base if the availability of an acquisition adjustment is not addressed in this current docket.
6 (Exhibit S-1(A) at 11, lines 25-26) Despite Staff's concerns, the only response that SWG witness,
7 Mr. Janov provided was: "It's difficult for Southwest Gas to understand why there has to be 14
8 conditions on such a small transaction." (T. at 30, lines 5-8) "I think if you were to walk through each
9 one of these conditions, either the wording of the conditions or the conditions themselves would give
10 me trouble." (T. at 31, lines 8-10)

11 While SWG witness Mr. Giesking provided testimony with regard to an acquisition
12 adjustment, he failed to respond to Staff's stated concerns of possible harm to customers. Rather, he
13 merely stated that the decision on an acquisition adjustment should take into account savings and
14 benefits associated with this transaction. (Exhibit A-1 (C)) at 3, lines 25-27) Although Mr. Giesking
15 went on to suggest that waiting until the next rate case would give some certainty to the savings and
16 benefits, Staff's testimony clarified that regardless of the timing of the presentation of savings and
17 benefits, they would still be only estimates and not any more reliable later in a rate case.¹ (T. at 382-
18 384)

19 Similarly, Staff raised concerns about the potential for increased gas costs to Cave Creek
20 customers if they become SWG customers given the currently planned changes on capacity
21 reallocation by the Federal Energy Regulatory Commission ("FERC") as of May 1, 2003. (Exhibit S-
22 5 at 12-13) However, instead of responding to such concerns, Mr. Giesking continued to describe
23 SWG's procurement policies and practices as a benefit to the Cave Creek customers until cross-
24 examined by Staff's counsel. (T. at 174, line 15 and 177, line 8)

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28

¹ Staff's position is in accord with previous Commission Decisions. Decision No. 57647 (Nov. 26, 1991) recognizes on page 8 that "it will be difficult with the passage of time to determine whether ratepayers have truly benefited from the transaction." Decision No. 57647 noted that once time has passed, the purchasing company will argue that resulting higher costs would have resulted regardless of the ownership, where resulting lower costs were the direct result of the new ownership. However, the Commission did allow consideration of the acquisition adjustment in the next rate case due to the nature of the acquisition, ie. the acquired system was in need of repair that the acquiring system was capable of providing.

1 In addition, SWG failed to provide any evidence of alleged Cave Creek customer benefits;
2 operating efficiencies; higher levels of customer service, operations and pipeline safety. SWG
3 performed no studies measuring possible operational efficiencies, nor has it finalized any plans on
4 changes to the existing operating structure of the BMG system. SWG did not quantify any of the
5 potential savings to ratepayers from cost of capital, operations, or economies of scale. SWG did not
6 conduct any comparisons between it and BMG in the areas of pipeline safety, customer service/
7 satisfaction or operation quality.²

8 **II. Due to SWG's failure and Staff's identified potential dangers, a showing of a substantial**
9 **immediate benefit is needed to counter-balance the transaction in the public interest.**

10 Staff identified several areas of potential harm from the transaction as purposed by the
11 Applicant.

12 **Pipeline Safety**

13 Staff witness Mr. Miller testified as to a concern with SWG's desire to be able to change the
14 emergency isolation plan of the current BMG system without any physical changes to the system that
15 might necessitate (or typically permit) such an alteration of the plan. (T. at 300-303) He indicated
16 concerns about potential reductions in staff and office locations and the effect on safety to the
17 community and institutional knowledge of the area. (T. at 304-305, 309) He also highlighted
18 concerns about SWG's suggestion that it should be able to maintain only those valves that it deems
19 appropriate, indicating that once a valve is designated for an emergency purpose it must be
20 maintained under federal safety regulations. (T. at 303) He went on to point out the dangers in
21 SWG's desire to use contract personnel to conduct line locating activities with incomplete BMG
22 maps. (T. at 308-310) Further, Mr. Miller stated that SWG's request to allow the BMG mapping to
23 remain incomplete for an additional 18 months would be a detriment to the Cave Creek community
24 because it unnecessarily exposes the area to continued potential harm. (T. at 306-310)

25 ...
26 _____
27 ² Given the transfer of CC&N request, a comparison of capabilities and qualification of the two current competitors is especially
28 desirable given the public interest analysis discussed in James P. Paul Water Co., 137 Ariz. at 430, 671 P.2d at 408 (citing Arizona
Corporation Commission v. Arizona Water Co., 111 Ariz. 74,77, 523 P.2d 505, 508 (1974), which indicated that such a comparison
was needed to assess the primary determinants of the public interest: the amounts of time and money competitors must spend (at the
consumers' ultimate expense).

1 **Financial Risks**

2 Staff witness Mr. Reiker pointed out risks associated with allowing consideration of an
3 acquisition adjustment request in the next rate case. (T. at 382-384) (Exhibit S-1(A) at 11-12) He
4 further made the observation that according to Value Line, SWG's common stock is riskier than
5 Xcel's in terms of market risk. (Exhibit S-1(A) at 9, lines 4-6) Mr. Reiker also indicated that it is
6 difficult (if not impossible) to determine what the long-term financial effect of the acquisition will
7 have on BMG. (Exhibit S-1(A) at 10, lines 10-15)

8 **Rates**

9 Staff witness Mr. Gray pointed out that SWG's request to continue to charge BMG's
10 authorized margin rates after BMG is dissolved would inequitably burden the Cave Creek customers.
11 As a result, almost 8,000 (former BMG) customers will be paying substantially higher rates than
12 nearby otherwise identical SWG customers. (See Exhibit A-5 Margin Comparison, demonstrating
13 that substantial difference to be over one million dollars a year; and Exhibit R-1 at 15-16/ T. at 219,
14 line 22 for RUCO's finding of a 12.61 percent difference between SWG and BMG rates) The
15 continuation of BMG's margin rates after BMG ceases to exist could cause unnecessary confusion
16 among SWG customers, as neighbors would receive SWG bills with significantly different rates. (S-5
17 at 4, line 25 - 5, line 3) Mr. Gray also indicated that given the unknown result pending at the FERC,
18 it is difficult to determine if Cave Creek customers will be harmed as far as the future cost to
19 purchase their gas due this merger.³ (Exhibit S-5 at 12-13)

20 Given all of these potential harms to customers or the public, coupled with the unknowns
21 created by SWG's lack of evidence that there would be operational efficiencies, economies of scale
22 and maintained BMG level of safety/service for Cave Creek customers, it would be impossible to
23 find that this merger is clearly in the public interest without something more. The determination of
24 what is in the public interest should be viewed much like a scale that is used to strike a balance
25 between the known benefits and potential harms/ unknowns. In this case, Staff has found numerous
26 items that weigh on the side of potential harms/ unknowns. Thus, to strike the balance needed to find

27
28 ³ If SWG acquires BMG, BMG customers may lose the benefit of any special consideration FERC will provide to small capacity shippers (FT2) on El Paso's natural gas pipeline.

1 this transaction as in the public interest, a counter weight of a current, absolute and substantial benefit
2 is needed. Staff's recommendations provide that counter balance.

3 **III. Staff's recommended conditions act to ensure an absolute public benefit or protection of**
4 **the public.**

5 Staff has proposed fourteen recommended conditions to provide a significant, immediate
6 (absolute) benefit to consumers or act to protect against the possible detriments that may arise from
7 this merger. Staff is not suggesting that in every case a significant immediate consumer benefit is
8 required in order to find it in the public interest. However in this case because there are so many
9 unknowns that may become detriments it is difficult (if not impossible) to find the merger in the
10 public interest without significant, identifiable benefits. The future holds many unknowns and thus it
11 is important to know that at least currently the merger is in the public interest.

12 **Significant immediate benefit**

13 Mr. Reiker highlighted Staff's Recommendation No. 5 as a specific significant immediate
14 consumer benefit. (Exhibit S-1(A) at 13, lines 15-17) Staff's fifth recommendation states that BMG
15 shall dissolve as a corporate entity on or before July 1, 2004⁴ and at that point SWG would file a
16 notice of the dissolution and begin charging its own authorized rates and charges. However, in the
17 event that BMG is not dissolved by July 1, 2004, then BMG shall file a rate application. This
18 recommendation is explained in Mr. Gray's testimony. (Exhibit S-5) It is designed to protect
19 customers from paying substantially higher rates than nearby, otherwise identical SWG customers. If
20 BMG dissolves, this protection is accomplished by the mandatory transition to SWG's authorized
21 rates and charges. If BMG fails to be dissolved, as Mr. Gray testified (T. at 248, lines 13-20) this is a
22 protection against over-earning being the motivation behind failure to adhere to the deadline stated in
23 the SWG Application.

24 SWG opposes Staff's recommendation, and instead requests that BMG's current margin rates
25 be kept in place until SWG's next general rate case. However, SWG has not provided any
26 compelling evidence why the new SWG customers (from BMG) should not pay the same rates as
27 existing SWG customers. Such a showing is essential, considering this is the one clear area where

28 _____
⁴ The dissolution deadline was created by SWG Application's (Exhibit A-1) item 8 of Mr. Zub's letter.

1 SWG stands to reap a windfall at its new customer's expense. Exhibit A-5 indicates over a million
2 dollars a year difference between BMG's authorized rates and SWG's authorized rates.

3 It is telling that SWG mentioned numerous times, without evidentiary support, that there will
4 be economies of scale benefits and operational efficiencies from SWG taking over the BMG system
5 and service duties. SWG discussed the blending of the companies as soon as the Application is
6 approved and the acquisition is complete. Yet, SWG opposes such alleged cost advantages being
7 immediately passed on to consumers.

8 SWG also implied that if BMG's rates were not kept in place at the time of the dissolution,
9 SWG would suffer by not reaping an adequate rate of return. There is simply a disconnect in this
10 argument. At the beginning of SWG's pre-filed testimony, it indicates how small this merger is for
11 SWG. SWG analogizes it to an extension of service into a new subdivision. SWG points out that the
12 Cave Creek division currently only has as many customers as SWG adds to its Arizona customer-
13 base every 90 days. Yet, SWG has not been in for a rate increase since Decision No. 64172,
14 docketed on October 30, 2001... which means it has added over 5 times as many customers (as it will
15 from this merger) since establishing its latest revenue requirements.

16 **Protections against potential harms/ unknown**

17 Staff Recommendation No. 1 and 2 seek to protect rate payers from a potential harm in the
18 form of millions of dollars in unnecessary increase to rate base.

19 Staff Recommendation No. 3, 9, 10, 11, 12, 13, and 14 act to protect the Cave Creek
20 community and customers from a possible decline in the quality of service and safety that the area
21 currently enjoys.

22 Staff Recommendation No. 4 acts to protect the integrity of the public utility's books and
23 records by requiring maintenance of appropriate books and records of unregulated activities and to
24 maintain the Commission's convenient access of those records.

25 Staff Recommendation No. 6 prevents piecemeal rate making by coordinating the transition to
26 SWG's margin and gas base cost rates simultaneously. As discussed in Mr. Gray's testimony,
27 SWG's request to change the gas base cost at the time of the acquisition (prior to dissolution) and
28 retain the old margin rate until the next rate case ignores the integral nature of the gas base cost in

1 setting rates. (T. at 281, line 12 and 283, line 12) To change the base cost without changing the
2 margin rate smacks of piecemeal rate making and causes the margin rate to lose some of its integrity.
3 By applying Staff's recommendations, all rates and charges transition to the only existing authorized
4 rates and charges.

5 Recommendation No. 7 and 8 provide protection to BMG's propane division customers in the
6 event SWG fails to sell the division with in the deadline stated in the Application (Exhibit A-1 item
7 15 in Mr. Zub's letter).

8 **IV. SWG's rates may be lawfully charged within the Cave Creek territory once Black**
9 **Mountain dissolves.**

10 The acquired (i.e. seller) company in this case is BMG, which is a substantially smaller
11 company, consisting of only as many customers as the SWG Arizona division receives as new
12 customers every 90 days. BMG's authorized margin rate is substantially higher than the current
13 authorized margin rate of the acquiring (i.e. buyer) company, SWG. As part of this application, SWG
14 has requested that the Commission approve the transfer of the CC&N currently held by BMG. This
15 scenario is similar to the circumstances among the companies merging in Pueblo Del Sol Water
16 Company v. Arizona Corporation Commission, 160 Ariz. 285, 772 P.2d 1138 (App. 1988).

17 In Pueblo Del Sol, the Court of Appeals affirmed the trial court's granting of summary
18 judgment affirming the decision of the Commission. In its decision, the Court of Appeals noted that
19 the parties request for transfer of the CC&N required a showing that such an action would serve the
20 public interest. Id. at 286, 772 P.2d at 1139, *citing* James P. Water Co. v. Arizona Corporation
21 Commission, 137 Ariz. 426, 671 P.2d 404 (1983) and Smith & Smith, Inc. v. South Carolina Public
22 Service Commission, 271 S.C.405, 247 S.E.2d 677 (1978). The Court of Appeals went on to point
23 out the extensive record the Commission considered in its finding that the approval of the parties'
24 request must be conditioned upon the buyer charging the seller's rates on an interim basis. Id.

25 Implicit in this decision is the finding that the Commission determined that the continuation
26 of the seller's authorized rate was necessary for serving the public interest and thus the Commission
27 made a specific finding that such a rate must be kept in place at the time of transferring the CC&N.

28

1 In the case at hand, the very same analysis that was upheld in Pueblo Del Sol should be
2 applied. The distinction is merely that Staff has been unable to find that the seller's (BMG)
3 authorized margin rate is necessary to the public interest. Thus, Staff believes that it is in the public
4 interest not to impose the higher margin rate to Cave Creek customers.

5 The Applicant suggests that if the higher seller margin rate is not kept in place the
6 Commission's ruling would be illegal because it would not meet the just and reasonable rate
7 requirement of Arizona Constitution, Article 15 § 3. This argument is clearly erroneous given the
8 ruling in Pueblo Del Sol, *supra*. at 9. The Court of Appeals in Residential Utility Consumer Office
9 v. Arizona Corporation Commission, 199 Ariz. 588, 20 P.3d 1169 (App. 2001), went on to point out
10 that in Pueblo Del Sol the Commission did nothing more than give "approval of the continued use of
11 a previously authorized rate." *Id.* at 592, 20 P.3d at 1173.

12 In this instance, Staff's proposal would apply the previously authorized rate of the buyer,
13 SWG. The most appropriate rate for the public interest. To suggest that the Commission cannot
14 approve use of the Applicant's previously authorized rate in a CC&N matter, would bring a ludicrous
15 and arduous result not only for the Commission but for Applicants. It would mean that any time a
16 public utility company needed to expand its territory to provide service to small outlying pockets of
17 growth, the company and the Commission would need to expend the time and cost of conducting a
18 full rate case. Such a result would encourage companies to forgo the process of extending their
19 CC&Ns, resulting in at least one of two unpleasant results: 1) the company refusing to provide
20 service to the new outlying consumers or 2) the company providing service without Commission
21 approval or public safeguards.

22 SWG has characterized this as a mere extension of SWG's CC&N territory to contiguous
23 property. SWG intimated that they may not receive a reasonable rate of return if they were forced to
24 charge SWG authorized rate in the Cave Creek territory. However, this argument is clearly flawed
25 considering SWG testimony that this group of customers only equals the amount of customers SWG
26 adds every 90 days to its Arizona customer base. Taking this argument to its logical conclusion, the
27 only way the Commission could maintain a reasonable rate of return for SWG would be to conduct a
28 full rate case every 90 days. By SWG's logic, Southwest would not be able to absorb the previously

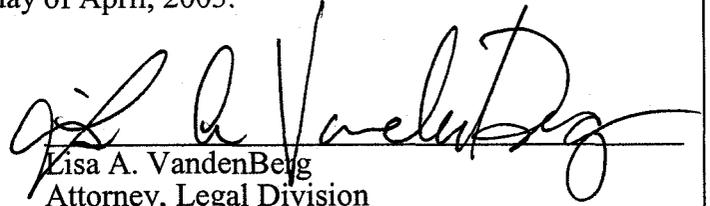
1 stated annual growth of 30,000 Arizona customers, aside from any merger. Clearly, that is not the
2 case.

3 In this case, the Cave Creek consumers have the opportunity to save approximately one
4 million dollars a year through Staff's recommendations and no party has demonstrated that such a
5 condition on the transfer of BMG's CC&N would be detrimental to the public interest. Thus, there is
6 no legal prohibition to the Commission approving the Application subject to Staff's recommended
7 conditions, for these conditions are in the public interest.

8 **CONCLUSION**

9 It is for the above stated reasons, that Staff's fourteen recommended conditions are essential
10 to a finding that this transaction is in the public interest and should be adopted as part of the
11 recommended opinion and order.

12 RESPECTFULLY SUBMITTED this 4th day of April, 2003.

13
14 

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