

TAB 8

**CITY OF PALMETTO, FLORIDA
RESOLUTION NO. 08-27**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA; PROVIDING FOR FINDINGS OF FACT; PROVIDING AN AGREEMENT IN PRINCIPLE THAT THE CITY WILL TAKE CERTAIN ACTIONS AND ENTER INTO CERTAIN AGREEMENTS TO FACILITATE DEVELOPMENT OF A NEW ELEMENTARY SCHOOL TO BE GENERALLY LOCATED AT 1600 10TH STREET WEST IN PALMETTO; SUPERSEDING RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions and render municipal services; and,

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact ordinances in furtherance thereof and,

WHEREAS, the City of Palmetto ("City") has determined that facilitation of a new elementary school at a particular proposed location within the City of Palmetto is a proper municipal purpose; and

WHEREAS, the School Board of Manatee County ("School Board"), in cooperation with the City and several third parties, proposes to develop a new

elementary school on real property generally located at 1600 10th Street West in the City of Palmetto; and

WHEREAS, development of a new elementary school on the proposed location requires that the City, the School Board, Manatee County and the aforementioned third parties negotiate and enter into a number of agreements; and

WHEREAS, representatives of the City and the School Board have had numerous conversations and meetings, and have reached an agreement in principle regarding development of a new elementary school at the proposed location; and

WHEREAS, despite the City's willingness and desire to enter into binding agreements to facilitate development of a new elementary school at the proposed location, the City is mindful of the complexity of those agreements and finds that additional time is needed to negotiate said agreements with the School Board, Manatee County and third parties, and complete fiscal and legal review; and

WHEREAS, the City intends this Resolution to be an expression of the City Commission's intent to enter into numerous agreements and take specific action contingent upon the willingness of the School Board, Manatee County and third parties and other governmental agencies to enter into said agreements and take certain actions upon terms and conditions found to be acceptable by the City Commission; and

WHEREAS, the City Commission has determined that adoption of this resolution is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palmetto, Florida, as follows:

Section 1. Findings of Fact. The above-referenced "WHEREAS" clauses are adopted herein as findings of fact.

Section 2. The City of Palmetto hereby endorses location of a new elementary school at or about 1600 10th Street West, and agrees in principle to the following:

1. The City of Palmetto agrees to sell the proposed land at the 10th St. W. site to the Manatee School District at the appraised price (approximately \$783,000). This sale is subject to resolution of the title uncertainty regarding three lots on the proposed site, and all costs associated with the resolution of this matter will be funded by the Manatee School District.
2. The City of Palmetto agrees to sell approximately 1.6 acres of the subject 10th St. W. parcel to the Boys & Girls Club for approximately \$139,200.
3. The City of Palmetto agrees to sell approximately 1.3 acres of the subject 10th St. W. parcel to Just For Girls for approximately \$113,000.
4. The City of Palmetto agrees to offer the services of the City's grants coordinator to help with appropriate phases of the project.
5. The City of Palmetto believes that construction of a little league baseball complex on existing land within Blackstone Park best serves the public interest. To that end, the City will work with all necessary parties to facilitate said construction. As an alternative to this location, however, and provided that Manatee County agrees to continue operating and maintaining the little league fields, the City may consider:
 - accepting approximately +/-9 acres of land situated adjacent to 23rd St. W. in proximity to Blackstone Park from Manatee Fruit Co. (approx. 6.5 acres) and Manatee County (approx. 2.5 acres) providing that such land is in an acceptable environmental condition such that a little league baseball complex can be constructed thereupon;
 - vacating a portion of 23rd Street to facilitate land assemblage; and

- issuing impact fee credits to Manatee Fruit Company based on an acceptable appraisal of land transferred to the City

The City acknowledges that transfer of the subject land is contingent upon reaching an agreement with Manatee Fruit Company concerning relevant terms and conditions.

6. The City of Palmetto agrees to maintain ownership of and keep operational the public tennis courts on the site adjacent to the proposed new Elementary School.
7. The City of Palmetto agrees to maintain close coordination with Just For Girls, the Boys and Girls Clubs of Manatee County and the School Board, and where possible include them in cooperative arrangements relating to the new elementary school.
8. The City of Palmetto may work with the North River American Little League ("the Little League") to define the requirements for the proposed baseball complex, including the number of baseball fields, types, etc. In the event that the complex is to be located on property owned by the City of Palmetto, the City will be responsible for constructing the complex at a cost not to exceed the amount of the proceeds from the City's sale of parcels to the Boys and Girls Clubs of Manatee County, Just for Girls and to the School Board, Said proceeds are expected to total approximately \$1,528,000., with that amount broken down as follows:
 - Construction of complex \$760,000 [paid from sale proceeds]
 - Utilities for complex \$208,000 [paid from sale proceeds]
 - Realignment of 23rd St \$560,000 [paid from available CIP funds]
9. If the little league complex is constructed on a site other than Blackstone Park, the City of Palmetto will retain ownership of the complex and will lease it to the Little League for \$1.00 per year. The City will offer its full support to the Little League organization, which support will include negotiating continued maintenance and repair services for the complex by Manatee County, and assisting with procurement of grants to cover costs associated with the complex that are to be borne by the Little League.
10. The City of Palmetto may approve the Community Redevelopment Agency's (CRA) swap of approximately 0.714 acres of land adjacent to the current Palmetto Elementary School for approximately 0.9 acres on the NW corner of 10th Ave. W. and 7th St. W. (site of the "FFA" building.)

11. The City of Palmetto agrees to lease to the Manatee School District, for an amount to be determined upon execution of the sales contract for real estate, the use of storm water retention capacity in the Hidden Lakes retention area. Costs associated with improvements or additional operation and maintenance expenses directly related to the additional capacity shall be borne by the Manatee School District during the duration of the lease.
12. The City of Palmetto understands that the School Board, will utilize the current Palmetto Elementary School site for establishment of an additional school at a future date, and that the School Board may offer the current Palmetto Elementary School facility to the City of Palmetto to lease for \$1.00 per year for up to five years unless and until the School Board provides the City with six months prior written notice of its intention to modify or terminate the lease.
13. The City of Palmetto agrees to authorize the sale of the parcels of land previously purchased by the CRA, adjacent to the current Palmetto Elementary School, to the School Board at the original purchase price of \$1,239,547.30 paid by the CRA, less \$691,197.38, the agreed upon value of the acreage swapped in provision 10, above. The School Board also will pay the City approximately \$18,000 for demolition costs paid by the CRA to remove certain unsafe structures removed from the purchased parcels.
14. The City of Palmetto may accept from the Manatee School District the land needed for the eventual extension of 10th Avenue West commensurate with Manatee Fruit Company conveying an equal amount of land to the School Board.
15. The City of Palmetto agrees to expedite as appropriate all development and construction approvals related to the improvements contemplated in this Resolution.
16. The City of Palmetto anticipates receipt of a revised traffic study analyzing trip generation during school drop-off and pick-up hours. In the event said traffic study significantly impacts the level of service on 10th Street West, the City may look to the Metropolitan Planning Organization and Manatee County to secure funding in excess of CMS grant funding to cover the cost of additional improvements to the intersection of 10th Street West and 14th Avenue West.
17. The City of Palmetto acknowledges that the location of a new little league Complex on property to be conveyed to the City by Manatee Fruit Company, as previously proposed herein, is contingent upon Manatee County agreeing to the following:

- Dedication of +/-2.5 acres of land located adjacent to Blackstone Park
- Permit relocation of lighting equipment to new baseball complex
- Expedited review of all documents by County staff and Commission
- Continued responsibility for operation and maintenance of ball fields by Manatee County and/or the Little League, as evidenced in writing by Manatee County
- Written agreement to fund right-of-way improvements to the intersection of 10th Street West and 14th Avenue West, provided the cost of said improvements exceeds CMS funding and is not paid by the Metropolitan Planning Organization

Section 3. Resolutions In Conflict. This Resolution hereby supersedes all resolutions, or parts thereof, in conflict herewith to the extent of such conflict.

Section 4. Severability. It is the intent of this Resolution to comply with the requirements of all applicable law and constitutional requirements. If any provision or portion of this Resolution is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then such provision or portion shall be deemed null and void but all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall take effect immediately unless otherwise provided by law.

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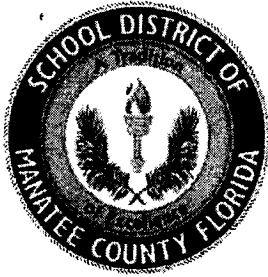
PASSED AND DULY ADOPTED, in regular session, by the City Commission of the City of Palmetto, with a quorum present and voting, this 6th day of October, 2008.

CITY OF PALMETTO, FLORIDA, BY
AND THROUGH THE CITY COMMISSION
OF THE CITY OF PALMETTO

By: Lawrence E. Bustle, Jr.
LAWRENCE E. BUSTLE, JR., MAYOR

ATTEST: James R. Freeman
City Clerk

By: James R. Freeman
City Clerk/Deputy Clerk



SCHOOL BOARD

Walter E. Miller
Chair

Jane R. Pfeilsticker
Vice Chair

Robert C. Gause
Barbara A. Harvey
Harry G. Kinnan

SUPERINTENDENT

Tim McGonegal

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

TO: Tim McGonegal, Superintendent
FROM: Mike Pendley, Executive Planner *MP*
DATE: 10/12/09
RE: Purchase of School Site from City of Palmetto

The purpose of this memorandum is to address Mayor Bryant's concerns that the City of Palmetto (COP) and the Community Redevelopment Agency (CRA) incurred expenses in the sale of various properties purchased by the School Board of Manatee County (SBMC) that should have been SBMC expenses. These expenses were outlined by the Mayor in the attached "Reconciliation of Sale of Property" handout. The total amount in question is \$25,778.46 and includes nine different categories. Each category is addressed below.

1. The first category is based on the purchase price of the CRA properties. The memo indicates that the SBMC paid the CRA \$1,239,547.30 for properties that the CRA purchased for \$1,242,692.73. The CRA lost \$3,345.43 on the transaction. The CRA provided the purchase amount to the SBMC and that is what was paid. The SBMC did not set the price and we paid what was requested.

The Agreement of Purchase and Sale Between the Palmetto Community Redevelopment Agency and the School Board of Manatee County addresses this matter in Section 2 as follows:

"2. Conveyance and Purchase Price. The parties agree that, at Closing: (a) CRA will transfer the School Expansion Site to School Board for \$1,239,547.30 ("Purchase Price")."

The amount paid for the property was the agreed upon contractual amount. Both parties signed the contract. SBMC should not be responsible for payment of any additional money for these properties.

2. The second request for reimbursement is for demolition costs. The CRA paid \$18,850.00 to raze the houses at 821/823/835 9th Avenue West. The SBMC reimbursed the CRA \$18,000.00.

The Agreement of Purchase and Sale Between the Palmetto Community Redevelopment Agency and the School Board of Manatee County addresses this matter in Section 4 as follows:

"4. Reimbursement for Demolition Costs. At or before Closing, School Board agrees to reimburse CRA for costs incurred by CRA for the demolition of structures previously located upon the School Expansion Site. Prior to reimbursement, CRA shall provide School Board with copies of paid receipts for all work related to the demolition. School Board agrees to reimburse CRA for all costs that are evidenced by paid receipts, however in no event shall the reimbursement by School Board exceed \$18,000.00."

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Bradenton, Florida
34206-9069
215 Manatee Ave. W.
Bradenton, FL
34205
PH. (941) 708-8770
FAX. (941) 708-8686
www.manateeschools.net

EdVantage
Inspiring Our Students to Learn, Dream and Achieve.

RE: Purchase of School Site from City of Palmetto

The contract language is clear in that the SBMC will not pay more than \$18,000.00 which is what was paid. Both parties signed the contract. The SBMC should not be responsible for payment of any additional money for demolition costs.

3. The next item is the recording fees for the CRA properties. These fees amount to \$48.25.

The Agreement of Purchase and Sale Between the Palmetto Community Redevelopment Agency and the School Board of Manatee County addresses this matter in Section 11. (a) as follows:

“(a) Closing Costs. The school Board shall pay any documentary stamp tax and the cost of the Title Policy; and CRA shall pay the cost of recording any corrective title instruments. The CRA and School Board shall share equally the costs of recording the deed and the costs of recording any easements or agreements described herein. Each party shall be responsible for its own attorney fees.”

The CRA paid \$48.25 and the SBMC paid \$34.75 for recording fees. These fees should have been equally split. The SBMC should reimburse the CRA \$6.75.

4. The next claim is based on attorney fees. The CRA paid \$965.00 in attorney fees.

The Agreement of Purchase and Sale Between the Palmetto Community Redevelopment Agency and the School Board of Manatee County addresses this matter in Section 11. (a) as follows:

“(a) Closing Costs. The school Board shall pay any documentary stamp tax and the cost of the Title Policy; and CRA shall pay the cost of recording any corrective title instruments. The CRA and School Board shall share equally the costs of recording the deed and the costs of recording any easements or agreements described herein. Each party shall be responsible for its own attorney fees.”

The matter is clearly addressed in this section and the SBMC should not be responsible for any CRA attorney fees.

5. The COP is requesting reimbursement for terminating the prior lease with the Boys and Girls Club on the 8.6 acre school site. The amount requested is \$7,300.00. This matter is addressed in section 3.(d) of the Agreement of Purchase and Sale Among the City of Palmetto, the School Board of Manatee County, and the Boys and Girls Club of Manatee County, Inc. and Manatee County Girls Club, Inc., as follows:

“(d) Termination of Boys and Girls Club Lease on School Site. For and in consideration of the payment (or credit) by the City to the Boys and Girls Club at Closing, of the sum of SEVEN THOUSAND THREE HUNDERS AND NO/100 DOLLARS (\$7,300.00), the Boys and Girls Club shall provide a termination of the existing Boys and Girls Club lease to all of the School Site.”

RE: Purchase of School Site from City of Palmetto

The contractual language is clear as to the responsibility of the COP to pay for the lease termination. Furthermore, the COP received \$7,349.00 from the Boys and Girls Club for easement rights for the offsite retention. The SBMC should not be responsible for payment of the \$7,300.00.

6. **The COP indicates that there are three additional recording fees that are owed by the SBMC for the 8.6 acre School Site. One of these fees (\$9.25) was supposed to be split between the COP and the Just for Girls Club. The amount in question is \$184.08, however, after removing the aforementioned fee it is \$174.83. This matter is addressed in section 11.(a) of the Agreement of Purchase and Sale Among the City of Palmetto, the School Board of Manatee County, and the Boys and Girls Club of Manatee County, Inc. and Manatee County Girls Club, Inc as follows:**

“(a) Closing Costs. For each transfer, the buyer shall pay any documentary stamp tax and the cost of the Title Policy; and in each transfer the City shall pay the cost of recording any corrective title instruments. The City or School Board, as applicable, and Buyer shall share equally the costs of recording the deed for each transfer and the costs of recording any easements or agreements described herein benefitting the respective parties. Each party shall be responsible for its own attorney fees.”

The SBMC paid \$83.65 for recording fees. These fees should have been equally split. The SBMC may need to adjust the amount owed but will require more documentation to determine the responsibilities of the SBMC. An additional \$45.59 may be warranted.

7. **The COP indicates that the SBMC owes \$85.70 for additional easement rights for the off-site stormwater retention area. Section 3.(b) of the Agreement of Purchase and Sale Among the City of Palmetto, the School Board of Manatee County, and the Boys and Girls Club of Manatee County, Inc. And Manatee County Girls Club, Inc addresses this issue as follows:**

“(b) Water Retention Pond and Stormwater Easement.””At Closing, the other parties to this Agreement shall compensate the City for these easement rights by payment of the following amounts:

School Board - \$55,500.00”

The SBMC paid \$55,500.00 for these rights and there is no reference in the agreement requiring \$55,585.70. The SBMC should not be responsible for the additional \$85.70.

8. **The COP indicates that the SBMC owes the COP \$12,300.00 in attorney fees for legal work associated with the 8.6 acre school site.**

This matter is addressed in section 11.(a) of the Agreement of Purchase and Sale Among the City of Palmetto, the School Board of Manatee County, and the Boys and Girls Club of Manatee County, Inc. And Manatee County Girls Club, Inc as follows:

RE: Purchase of School Site from City of Palmetto

“(a) Closing Costs. For each transfer, the buyer shall pay any documentary stamp tax and the cost of the Title Policy; and in each transfer the City shall pay the cost of recording any corrective title instruments. The City or School Board, as applicable, and Buyer shall share equally the costs of recording the deed for each transfer and the costs of recording any easements or agreements described herein benefitting the respective parties. Each party shall be responsible for its own attorney fees.”

The matter is clearly addressed and the SBMC should not be responsible for any COP attorney fees.

9. **Finally, the COP indicates that the SBMC owes \$700.00 for a survey of the 8.6 acre school site. The SBMC cannot determine if this money is owed based on the documentation submitted. The SBMC retained a survey for this property. We cannot recommend payment of this due to the uncertainty as to what this survey identifies. Further documentation may warrant payment.**

In Conclusion, the SBMC appears to owe the CRA \$6.75 for recording fees. Additional documentation is necessary to confirm if the SBMC owes the COP \$45.49 for recording fees and \$700.00 for a survey.

MAP/ac

Reconciliation of Sale of Property

<u>Property Address</u>	<u>Expense Description</u>	<u>Purchase Price</u>	<u>Sale Price</u>	<u>Expenses</u>	<u>Gain(Loss)</u>
835 9th Ave West		281,563.00			
814/818 10th Ave West		625,713.51			
821/823 9th Ave W		335,616.22			
		<u>1,242,892.73</u>	1,239,547.30		(3,345.43)
835/821/823 9th Ave W CRA Property			18,000.00	18,850.00	(850.00)
	Recording fees - CRA			48.25	(48.25)
	Attorney Fees - CRA			965.00	(965.00)
		<u>1,242,892.73</u>	<u>1,257,547.30</u>	<u>19,863.25</u>	<u>(5,208.68)</u>
10th St West - City Property			174,000.00		174,000.00
10th St West - City Property - Easement rights			7,349.00		7,349.00
1.33 Acres 1500 10th St West			115,710.00		115,710.00
8.61 Acres - City Property			<u>749,070.00</u>		<u>749,070.00</u>
			1,046,129.00	-	1,046,129.00
10th St West - City Property	Termination Fee - Lease			7,300.00	(7,300.00)
	Recording Fee - Palmetto Pines			47.50	(47.50)
	Recording Fee - Girls Club			9.25	(9.25)
8.61 Acres - Easement rights			55,500.00	55,585.70	(85.70)
	Recording fees			127.33	(127.33)
	Attorney Fees			12,300.00	(12,300.00)
	Survey - Leo Mills			700.00	(700.00)
			<u>55,500.00</u>	<u>76,069.78</u>	<u>(20,569.78)</u>
			Total revenue	2,359,176.30	
					(25,778.46) Total out of pocket expenses
			Total expenses associated with sale	95,933.03	
			Reimbursed expenses from CRA sale	18,000.00	
			Reimbursed expenses from City sale	55,500.00	
			Total expenses unreimbursed	<u>22,433.03</u>	
			Loss on CRA property	3,345.43	
				<u>25,778.46</u>	

10-1-09



516 8th Avenue West
P.O. Box 1209
Palmetto, Florida 34220-1209
Phone: (941) 723-4570
Fax: (941) 723-4576
e-mail: mayor@palmettofl.org

12/31/2009

Mr. Tim McGonegal, Superintendent
School Board of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Re: Dirt Removed from Hidden Lake for Palmetto Elementary School Construction

Dear ^{Tim} Mr. McGonegal:


As part of the purchase of the property by the School District from the City of Palmetto, the City agreed to the conveyance of an easement to direct the storm water from the school site to an adjacent site called Hidden Lake Park. The existing pond at Hidden Lake Park was enlarged to accommodate the runoff from the new Palmetto Elementary School. The fill from the excavation from the City park was moved to the school site for building pads. As you are aware, we could have utilized the fill for both the baseball fields and the relocation of 23rd Street to accommodate the fields.

In response to the City's inquiry, the School District's engineer indicated that the amount of fill that was moved from the Hidden Lake Park pond to the new school site was 15,172 cubic yards. Based on the Manatee County Road Building Bid IFB #07-5459-JS, page 2 of 31 showing the cost of fill at the vendor's plant at \$12.00 per cubic yard, the value of the fill dirt used was \$182,064.00.

During our joint discussion, it was acknowledged that the relocation of the baseball fields was essential to complete the assembly of all the properties for the new elementary school. Although School District funds cannot be used on projects other than education, it is clear that the relocation/reconstruction of these baseball fields is an intrinsic part of the new Palmetto Elementary School project, and the City fill was used by the District in its construction. The fill is tangible property, and the City would expect compensation as outlined above from the District with the intent that the funds be used towards the relocation of the baseball fields.

I look forward to hearing from you. Please feel free to contact me at (941) 723-4570.

Sincerely,


Shirley Groover Bryant
Mayor

cc: Allen Tusing, Public Works Director
Jim Freeman, City Clerk
Mark Barnebey, Esq., City Attorney

Hankin, Persson, Davis, McClenathen & Darnell

Attorneys and Counselors At Law
A Partnership of Professional Associations
1820 Ringling Boulevard
Sarasota, Florida 34236

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David D. Davis
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April 7, 2010

* Board Certified Real Estate
** Board Certified State and Fed. Govt. & Admin. Practice

Mr. Jim Freeman
City Clerk
City of Palmetto
516 8th Avenue W.
Palmetto, Florida 34221

RE: City of Palmetto / Manatee County School Board / Manatee Fruit Co.

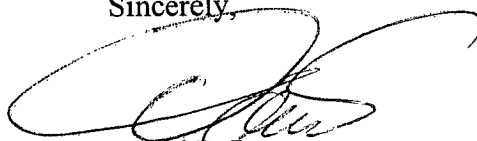
Dear Jim:

Enclosed is a statement for services rendered regarding our representation of the City in the on-going School Board / Manatee Fruit Company issue. In order to keep fees to a minimum, I have not billed for my time. The time that appears under my name is in fact performed by Michael Hankin. The City will be billed only for one lawyer's services.

Since there will be no funds available at closing, Mark Barnebey and I thought it would be logical to bill the City on a monthly basis.

If you have any questions, thoughts or comments, I would be pleased to discuss them with you.

Sincerely,



David P. Persson

DPP/dgb
Enclosure

cc: Mark Barnebey
Michael Hankin

PERSSON & COHEN, P.A.
1820 Ringling Boulevard
Sarasota, FL 34236

Ph: (941) 365-4950

Fax: (941) 365-3259

City of Palmetto
P.O. Box 1209
Palmetto, Florida 34220

April 7, 2010

ACCT. # PALMETTO.2

RE:

DATE	DESCRIPTION	HOURS	ATTY
3-07-2010	(work performed by Michael Hankin) Receipt and review of Quad Party Agreement between the City, Manatee County, Manatee Fruit Company and the School Board as well as the Dedication Agreement between the City and Manatee Fruit Company	3.20	DPP
3-08-2010	(work performed by Michael Hankin) Prepare, travel to and attend conference with Mark Barnebey, Sue Jacobson, Caleb Grimes and Leslie Gladfelter regarding the Phase II contract	2.70	DPP
3-12-2010	(work performed by Michael Hankin) Prepare memorandum of proposed changes to Phase II agreement and forward to the City of Palmetto, Manatee County, Manatee Fruit Company and the School Board	1.50	DPP
3-17-2010	(work performed by Michael Hankin) Prepare, travel to and attend conference with Mark Barnebey, Sue Jacobson, Caleb Grimes, Leslie Gladfelter and William Clague regarding the Phase II contract and various other related issues	4.30	DPP

PERSSON & COHEN, P.A.

Acct. #: PALMETTO.2

Page 2

April 7, 2010

3-30-2010	(work performed by Michael Hankin) Receipt and review of License Agreement for Due Diligence between the City and the Manatee County School Board	0.60	DPP
	TOTAL HOURS	12.30	
Total Fees for Above Services:			\$2,890.50

DISBURSEMENTS:

Total Disbursements:	\$0.00
Total Fees & Disbursements	\$ 2,890.50
Previous Balance	\$0.00
Payments	\$0.00
Balance Due Now	\$2,890.50

APPROVED BY CITY COMMISSION
5/3/10 BY: D. Ponder