



**AGENDA
BOARD OF TRUSTEES
CHAPIN HIGH SCHOOL'S CAFETERIA
JUNE 13, 2011**

1. Call to order at 6:00 p.m.
2. Enter executive session in the athletic conference room to consider the following:
 - a. Selected employment items (Exhibit A)
 - b. Administrative staff organization for 2011-2012
3. Adjourn and convene public hearing on 2011-2012 general fund budget at 7:00 p.m.
4. Call to order at 7:00 p.m.
5. 2011-2012 budget overview
6. Public participation* (regarding 2011-2012 budget proposal)
7. Adjourn public hearing and reconvene regular meeting
8. Welcoming remarks
9. Invocation – Buddy Price
10. Pledge of Allegiance – Robert Gantt
11. School Board Spotlight
12. Approve the agenda
13. Superintendent's report **(30 minutes)**
 - a. Superintendent
 - b. Community Services

- c. Financial Services
 - 1. Update on the cost and status of the Chapin High School's wetlands legal appeal (Exhibit B)
 - d. Human Resources
 - e. Instructional Services
 - f. Technology Services
14. Public participation*

NEW DESIGN AND CONSTRUCTION AGENDA

15. ACTION

- a. Approval of bid for the CATE center (Exhibit C) **(10 minutes)**

ACTION AGENDA

- 16. Items considered in executive session**(3 minutes)**
- 17. Second reading of the general fund budget for 2011-2012 (Exhibit D) **(1 hour)**
- 18. Second reading approval of proposed revisions to board policy JICJ "Cell Phones/Communication Devices" (Exhibit E) **(10 minutes)**
- 19. Approval of resolution for Tax Anticipation Notes (Exhibit F) **(10 minutes)**
- 20. Approval of resolution to sell bonds for the capital projects budget (Exhibit G) **(10 minutes)**
- 21. Long-term facility use renewals (Exhibit H) **(10 minutes)**
- 22. Approve the minutes of the May 23, 2011 board meeting **(3 minutes)**

DISCUSSION AGENDA

- 23. Proposed naming of Irmo High School's basketball court (Exhibit I) **(5 minutes)**
- 24. Adjourn at 10:00 p.m.

FOR YOUR INFORMATION

25. The next regular scheduled board meeting will be on July 11, 2011 at the District Administration Building.

*The Board welcomes and encourages public participation and includes an opportunity during its meetings for the public to do so. We respectfully ask that you adhere to the procedures and the decorum provided in board policy BEDH "Public Participation at Meetings". We ask that you sign-up to speak before the meeting begins and that you provide us your name, address and topic of input. Your comments should be limited to three minutes. Questions asked during public participation and placed in writing will receive a written response in a timely manner. Comments, questions and opinions are appreciated but should always be presented in a manner that reflects the respect and dignity expected by our community. Personal attacks on members of the community, the Board, or the staff of the school system will not be allowed.



Minutes/May 23, 2011

The Board of Trustees of School District Five of Lexington and Richland Counties met at Irmo High School with the following members present:

Mr. Robert Gantt, Chairman
Mrs. Beth Hutchison-Watson, Vice Chairman
Mrs. Ellen Baumgardner, Secretary
Mrs. Jan Hammond
Mrs. Kim Murphy
Mr. Jim Turner
Mr. Ed White
Dr. Stephen Hefner, District Superintendent

The following staff were in attendance:

Ms. Helen Anderson, Chief Instructional Services Officer
Dr. Angela Bain, Chief Human Resource Services Officer
Mr. Gary Black, Chief Technology Services Officer
Dr. Karl Fulmer, Chief Financial Services Officer
Mr. Keith McAlister, Director, New Design and Construction
Mr. Buddy Price, Director, Office of Community Services

Robert Gantt called the meeting to order and gave welcoming remarks.

The Invocation was given by David Clifton, youth minister, Union United Methodist Church. The Pledge of Allegiance was led by Michael Lukas Brock, an eleventh grade student at Irmo High School.

Robert Gantt, Beth Watson and Ellen Baumgardner led the School Board Spotlight.

A welcome and brief overview of Irmo High School was given by Rob Weinkle, principal of Irmo High School.

During the superintendent's report, Dr. Stephen Hefner presented information on negotiated employee contracts; Dr. Karl Fulmer gave an update on the cost of the Chapin High School's wetlands legal appeal (Exhibit B); Dr. Karl Fulmer presented the monthly financial reports (Exhibit C).

During the public participation, Joe Grimaud spoke regarding curriculum/textbooks; Dawn Weathersbee, Amy Carter (via electronic recording), Rob Schiferl and Diane Schiferl spoke regarding department chair's planning periods.

Dr. Karl Fulmer and Frannie Heizer, McNair Law Firm, presented a resolution for Tax Anticipation Notes (Exhibit I) and a resolution to sell bonds for the capital projects budget (Exhibit J).

A = Absent
AB = Abstain
N = No
X = Yes
R = Recuse

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of May 23, 2011

		B A U M G A R D N E R	G A N T T	H A M M O N D	M U R P H Y	T U R N E R	W A T S O N	W H I T E
1.	M. Watson S. Baumgardner Enter executive session to consider the following: 2a) selected employment items (Exhibit A); 2b) employee matters: negotiated employee contracts M. Murphy S. Baumgardner Amend the agenda to include information from Dr. Hefner regarding the process for expulsion Vote on original motion							
		No	No	No	X	X	No	No
		X	X	X	X	X	X	X
2.	M. Baumgardner S. Watson Approve the agenda	X	X	X	X	X	X	X
3.	M. Watson S. Baumgardner Approve the selected employment items (Exhibit A)	X	X	X	X	X	X	X
4.	M. Watson S. Baumgardner Approve first reading of the general fund budget for 2011-2012 as presented	X	X	No	No	No	X	X
5.	M. Baumgardner S. White Adopt the resolution for the South Carolina Educational Opportunity Act (Exhibit D)	X	X	AB	No	AB	X	X
6.	M. Watson S. Hammond Approve second reading of proposed revisions to J board policies: (Exhibit E): · JHCB "Released Time For Religious Instruction" replaces JEFB "Released Time For Religious Instruction" · JHCB-R "Released Time For Religious Instruction" replaces JEFB-R "Released Time For Religious Instruction"	X	X	X	X	X	X	A

A = Absent
AB = Abstain
N = No
X = Yes
R = Recuse

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of May 23, 2011

		B A U M G A R D N E R	G A N T T	H A M M O N D	M U R P H Y	T U R N E R	W A T S O N	W H I T E
<ul style="list-style-type: none"> . Add as new Policy JIE/JIF/JIG "Pregnant Students/Students with Children/Married Students" . JIH "Student Interrogations, Searches and Arrests" replaces JCAB "Interrogations and Searches" . JIH-R "Student Interrogations, Searches and Arrests" replaces JCAB-R "Interrogations and Searches" . Add as new Policy JIH-E(1) Student Interrogations, Searches and Arrests" . JIH-E(2) "Student Parking Agreement" replaces JCAB (E)(2) "Student Parking Agreement" . JIHC "Use of Metal Detectors" replaces JCAC "Use of Metal Detectors" . JIHC-R "Use of Metal Detectors" replaces JCAC-R "Use of Metal Detectors" . JII "Student Concerns, Complaints and Grievances" replaces JCE "Student Complaints and Grievances" . JJ "Student Activities" replaces IDF "Interscholastic Activities" . JJB "Student Social Events" replaces JHD "Student Social Events" . JJF "Student Activities Funds" replaces JHB "Student Activities Funds Management" . Add as new Policy JJF-R "Student Activities Funds" . JJG "Contests For Students" replaces JM "Contests For Students" . JJI "Interscholastic Athletics (student athletes)" replaces IDFA "Interscholastic Athletics" 								
7.	M. Watson S. Turner	X	X	X	X	X	X	X
Approve first reading of proposed revisions to board policy JICJ "Cell Phones/Communication Devices" (Exhibit F)								
8.	M. Baumgardner S. Watson	X	X	X	X	X	X	X
Approve the textbook adoptions (Exhibit G)								

A = Absent
AB = Abstain
N = No
X = Yes
R = Recuse

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of May 23, 2011

		B A U M G A R D N E R	G A N T	H A M M O N D	M U R P H Y	T U R N E R	W A T S O N	W H I T E
9.	M. Baumgardner S. Watson Approve the recommendation for the capital projects budget (Exhibit H)	X	X	X	No	X	X	X
10.	M. Watson S. Hammond Approve the minutes of the May 9, 2011 board meeting	X	X	X	X	X	X	X
11.	M. Baumgardner S. Hammond Adjourn at 11:25 p.m.	X	X	X	X	X	X	X

A = Absent
AB = Abstain
N = No
X = Yes
R = Recuse


Attachment 1 is included with the minutes of the 5-23-11 meeting, at the request of Board member Beck Watson pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.



EXHIBIT B

May 17, 2011

TO: Stephen Hefner, Ed.D.
Superintendent

FROM: Karl E. Fulmer, Ed.D. 
Chief Financial Services Officer

RE: Updated Estimated Cost of Kim Murphy's Lawsuit Delaying Renovations at Chapin High School

Combining all the costs referenced below, the lawsuit by Ms. Kim Murphy has cost the school district in excess of \$1.74 million.

As a result of the protest and subsequent lawsuit the costs associated with the delay of the Chapin High School renovation project continue to increase. A summary of those costs are as follows:

- The school district anticipates that construction costs will continue to increase. The initial delay in the Chapin High School renovations started when Ms. Murphy protested and then appealed the Water Quality Permit. DHEC cleared the project on May 24, 2010. Ms. Murphy subsequently filed her lawsuit further delaying the project. As of today, the resulting delay has increased construction costs by an estimated \$1,020,000.
- To date our retained professional staff estimates they have incurred extra costs due to expenses related to attending meetings and drafting alternative designs at the request of the Corp of Engineers during Ms. Murphy's administrative protest. That estimated amount is \$103,479.
- Attorney fees related to the protests and lawsuit continue to accumulate and currently total \$410,625. In addition, the District has been billed \$1,410 to date relating to the sanitary sewer permit protest.
- Architectural fees currently total \$129,606.
- To date, total staff time devoted to the wetlands litigation is approximately 721.5 hours or \$40,248.
- To date, fees for Tidewater Environmental Services total \$37,699.

Dr. Stephen Hefner

May 17, 2011

Page 2

In addition, the project will require the issuance of approximately \$45,000,000 of 20-year General Obligation Bonds. Ms. Murphy's lawsuit has delayed the issuance of these bonds, which places the district at risk for increases in interest rates. Prior to its sunset, the Build America Bonds Program (BAB) program had provided unprecedented subsidies to the district to offset bond interest expense.

The BAB program was not renewed for 2011. The district should expect bond cost to increase. Ross, Sinclair & Associates, LLC estimates the impact at this time to be approximately \$6,346,100 over the life of the planned borrowing.

With these additional costs, and the expectation of further costs, it is almost certain the Chapin High School renovations project may exceed our budget and require some components of the project to be scaled back.

Kim Murphy

As school board members, we are entrusted by parents and taxpayers to effectively and efficiently over see the operations of the public schools within this district. It is entirely inappropriate for any of us, individually or as a group, to use ^{our} ~~that~~ position to advocate at the statehouse against a statewide reform designed to increase parental engagement in education.

If we, as board members and district staff, are really serious about getting each and every student seated in the classroom best suited to their unique learning needs, then we ought to be cognizant of that fact that sometimes that particular classroom may not be at one of the public schools within our public district. If we start believing it is our obligation to defend the district itself, and not the educational goals it was created to pursue, this should give us all pause. I cannot support this resolution.

Attachment 2 is included with
the minutes of the 5-23-11
meeting, at the request of Board member
Kim Murphy
pursuant to S.C. Code Ann. §30-4-90(a)(4)
and Board Policy BEDG. The Board majority
did not approve, disapprove, or otherwise
act upon the contents of this attachment.

Kim Murphy

5/23/11

Whereas, each and every child in School District Five of Lexington and Richland Counties faces their own unique learning challenges and exhibits their own particular academic strengths...

Whereas, a "public education" is fundamentally a community good, benefiting all citizens in our City and this good is well served by classroom instruction that is student appropriate and academically effective, without regard to the school's status as "public," "private" or independent...

Whereas, the engagement of families and parents is an essential aspect of a student's success in the classroom and their development of life long learning habits, as well as our District's esteem and respect for the value of learning...

Whereas, innovation and specialization in education, as in all fields, thrives in an atmosphere where people have the ability to make informed decisions for themselves...

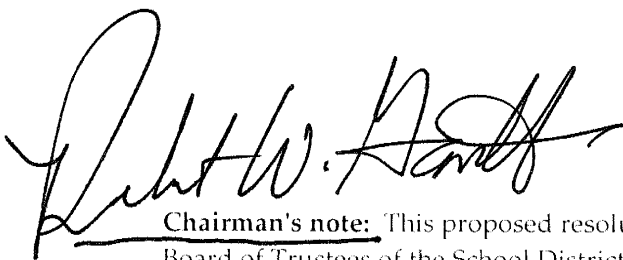
Whereas, broader, more equal access to a wide range of classroom settings, instructional methods and curriculum content represents a major step toward greater equality of academic, economic and personal opportunity...

Whereas the public policies of "School Choice," which extend to both public and private schools, are proven to match students with appropriate classrooms, promote the stated aims of public education, facilitate parental engagement in children's education, foster excellence through the power of competition, and reduce inequities in access to excellent classroom instruction..

Be it resolved that School District Five of Lexington and Richland Counties calls on state lawmakers serving in Columbia to pass meaningful School Choice legislation that extends to all corners of the State.

R. Gantt, Chair would not allow me to read.

Attachment 3 is included with the minutes of the 5-23-11 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. § 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.



Chairman's note: This proposed resolution was not considered (no discussion, no vote) by the Board of Trustees of the School District Five of Lexington and Richland Counties at its meeting on May 23, 2011; the proposed resolution is contrary to the resolution adopted by the Board majority at the May 23 meeting urging the Lexington Five legislative delegations of both Richland and Lexington Counties to vote **against** the South Carolina Education Opportunity Act and any attempt to divert public education dollars to private education interests, and is included only as an attachment to the May 23 minutes at the request only of Board member Kim Murphy.

Attachment 4 is included with
the minutes of the 5-23-11
meeting, at the request of Board member
Robert Gantt
pursuant to S.C. Code Ann. § 90-4-90(a)(4)
and Board Policy BEDG. The Board majority
did not approve, disapprove, or otherwise
act upon the contents of this attachment.

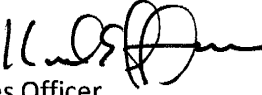
For the record – Robert Gantt 5/23/11

I will tell you a little personal concern I have is for the best school district in the state of South Carolina to just split a vote - 4 to 1 no and 2 abstain - appalls me I'm gonna just say that on the record and for the record.



June 7, 2011

TO: Stephen Hefner, Ed.D.
Superintendent

FROM: Karl E. Fulmer, Ed.D. 
Chief Financial Services Officer

RE: Updated Estimated Cost of Kim Murphy's Lawsuit Delaying
Renovations at Chapin High School

Combining all the costs referenced below, the lawsuit by Ms. Kim Murphy has cost the school district in excess of \$1.76 million.

As a result of the protest and subsequent lawsuit the costs associated with the delay of the Chapin High School renovation project continue to increase. A summary of those costs are as follows:

- The school district anticipates that construction costs will continue to increase. The initial delay in the Chapin High School renovations started when Ms. Murphy protested and then appealed the Water Quality Permit. DHEC cleared the project on May 24, 2010. Ms. Murphy subsequently filed her lawsuit further delaying the project. As of today, the resulting delay has increased construction costs by an estimated \$1,020,000.
- To date our retained professional staff estimates they have incurred extra costs due to expenses related to attending meetings and drafting alternative designs at the request of the Corp of Engineers during Ms. Murphy's administrative protest. That estimated amount is \$103,479.
- Attorney fees related to the protests and lawsuit continue to accumulate and currently total \$422,872. In addition, the District has been billed \$1,810 to date relating to the sanitary sewer permit protest.
- Architectural fees currently total \$130,446.
- To date, total staff time devoted to the wetlands litigation is approximately 765.5 hours or \$42,877.
- To date, fees for Tidewater Environmental Services total \$37,699.

Dr. Stephen Hefner

June 7, 2011

Page 2

In addition, the project will require the issuance of approximately \$45,000,000 of 20-year General Obligation Bonds. Ms. Murphy's lawsuit has delayed the issuance of these bonds, which places the district at risk for increases in interest rates. Prior to its sunset, the Build America Bonds Program (BAB) program had provided unprecedented subsidies to the district to offset bond interest expense.

The BAB program was not renewed for 2011. The district should expect bond cost to increase. Ross, Sinclair & Associates, LLC estimates the impact at this time to be approximately \$6,346,100 over the life of the planned borrowing.

With these additional costs, and the expectation of further costs, it is almost certain the Chapin High School renovations project may exceed our budget and require some components of the project to be scaled back.



June 8, 2011

To: Stephen Hefner, Ed. D.,
Superintendent

From: Keith McAlister,
Director of New Design and Construction

Re: New CATE Center

As a part of our bond program we accepted bids at 2:00 p.m. for the base bid and 3:00 p.m. for the alternates on June 7, 2011 for the new CATE Center. We recommend the school board award the project base bid and selected alternates to the lowest responsible, responsive bidder.

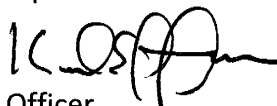
The base bid for the construction project was **(amount to be determined)* and selected alternates total **(amount to be determined)*. It is the recommendation of the administration that **(name of construction company)* be awarded the contract for a total amount of **(amount to be determined)*.

*Information will be provided once all references have been checked and cleared for approval of lowest responsible, responsive bidder.



June 9, 2011

TO: Members of the Board of Trustees
Stephen Hefner, Ed.D., Superintendent

FROM: Karl E. Fulmer, Ed.D. 
Chief Financial Services Officer

RE: Proposed 2011-2012 General Fund Budget

Second and Final Reading of the 2011-2012 General Fund Budget is based on the House version of the state appropriations bill. The administration expects that additional state funds will be appropriated for K-12 public education by the Budget Conference Committee.

The budget, as presented, does not provide a step increase for employees. In order to give employees a step, the administration recommends that the District's millage levy be increased by 8.17 mills from the current levy of 213.8 to 221.9 mills for the 2011-2012 fiscal year. Funds from the millage increase coupled with other state and local revenue will allow for the increase. The additional funds will be used to the extent needed to give employees a step increase on the District's salary schedules and the District's fund balance will be adjusted as necessary to balance the budget with the additional funds included and used as approved.

Recommendation:

The administration recommends that the Board approve the second and final reading of the General Fund Budget as presented by the administration with an 8.17 mill increase to allow for a step increase to employees pending receipt of the final state funding and that the administration be given the authority to amend the budget to include a step increase.

KEF:tl



MEMORANDUM

TO: Members of the Board of Trustees
Stephen Hefner, Ed.D., Superintendent

FROM: Ms. Helen Anderson *HAA*
Chief Instructional Services Officer

DATE: May 25, 2011

RE: June 13, 2011 Board Meeting, Second and Final Reading Approval.
"Proposed Revisions to Board J Policies"

JICJ "Cell Phones/Communication Devices" replaces JICJ and JICJ-R
"Cell Phones/Communication Devices"

Recommendation:
The administration recommends that the proposed revisions to Board J Policies proceed to Board approval.

Attachments: Recommended New Policies

Mr. Michael Harris will be available to answer any questions at the June 13th meeting.

CELL PHONES / COMMUNICATION DEVICES

Code **JICJ**

Purpose: To establish the basic structure for student possession/use of cell phones/communications devices in the schools of the district.

Possession of a wireless communication device (WCD) by a student is a privilege that may be forfeited by any student who fails to abide by the terms and provisions of this policy, or otherwise engages in misuse of this privilege.

A “wireless communication device” is a device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor. The following devices are examples of WCDs: cellular and wireless telephones, pagers/beepers, personal digital assistants (PDAs), BlackBerries/Smartphones, WiFi-enabled or broadband access devices, two-way radios or video broadcasting devices, and other devices that allow a person to record and/or transmit, on either a real time or delayed basis, sound, video or still images, text, or other information. Students may not use WCDs on school property or at a school-sponsored activity to access and/or view Internet web sites that are otherwise blocked to students at school. “Students may use WCDs while riding to and from school on a school bus or other vehicle provided by the Board or on a school bus or Board-provided vehicle during school-sponsored activities, at the discretion of the bus driver, classroom teacher and/or sponsor/advisor/coach. Distracting behavior that creates an unsafe environment will not be tolerated.”

Students are prohibited from using WCDs to capture, record or transmit the words (i.e. audio) and/or images (i.e. pictures, video) of any student, staff member or other person in the school or while attending a school-related activity without express prior notice and explicit consent for the capture, recording or transmission of such words or images. Using a WCD to take or transmit audio and/or pictures/video of an individual without his/her consent is considered an invasion of privacy and is not permitted, unless authorized by the building principal.

Students are prohibited from using WCD's to take pictures or record video/audio in locker rooms, bathrooms, or on school buses or other district vehicles. The use of WCD's to take pictures or record video/audio is also prohibited in classrooms, unless deemed appropriate by the teacher and used for educational/instructional purposes only.

Students are prohibited from using a WCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated. See Policy JICFAA – Harassment, Intimidation or Bullying.

Students are also prohibited from using a WCD to capture and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using their WCDs to receive such information.

Violations of this policy may result in disciplinary action and/or confiscation of the WCD. The building principal may also refer the matter to law enforcement if the violation involves an illegal activity (e.g. child pornography). Discipline will be imposed in a progressive manner based on the number of previous violations and/or the nature of or circumstances surrounding a particular violation. If the WCD is confiscated, it will be released/returned to the student's parent/guardian only after the student complies with any other disciplinary consequences that are imposed. Any WCD confiscated by District staff will be marked in a removable manner with the student's name and held in a secure location in the school building until it is retrieved by the parent/guardian. WCDs in District custody will not be searched or otherwise tampered with unless school officials reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules. Any search will be conducted in accordance to Policy JIH – Student Interrogations, Searches and Arrests. If multiple offenses occur, a student may lose his/her privilege to bring a WCD to school for the remainder of the semester.

Students are personally and solely responsible for the care and security of their WCDs. The Board assumes no responsibility for theft, loss, damages, or vandalism to WCDs brought onto its property, or the unauthorized use of such devices.

Parents/Guardians are advised that the best way to get in touch with their child during the school day is by calling the school office.

Students may use school phones to contact parents/guardians during the school day with permission of the administration.

Elementary School:

Students may possess wireless communication devices in school, on school property, during after school activities (e.g. extra-curricular activities) and at school-related functions. However, students may not use wireless devices such as cellular phones, electronic pagers or any other communications devices while on school property during school hours. (Start and end of school will be denoted by the start and end bell).

Middle School:

Students may possess wireless communication devices in school, on school property, during after school activities (e.g. extra-curricular activities) and at school-related functions. However, students may not use wireless devices such as cellular phones, electronic pagers or any other communications devices while on school property during school hours, *unless it is deemed appropriate by the teacher and approved by the principal for educational and/or instructional purposes ONLY.* (Start and end of school will be denoted by the start and end bell).

High School:

Students may use wireless communication devices such as cellular phones, electronic pagers or any other communications devices before and after school, during their lunch break, within “Free Zones” (as determined by the principal) and as deemed appropriate by the teacher and approved by the principal for educational and/or instructional purposes ONLY. Any other use of wireless communications is considered misuse and violations may result in disciplinary action.


Consequences:

First Offense:	Warning / Return WCD to Parent
Second Offense:	School Consequence / Return WCD to Parent
Third Offense:	School Consequence / Return WCD to Parent
Fourth Offense:	Confiscate WCD through end of the semester



June 7, 2011

TO: Members of the Board of Trustees
Stephen Hefner, Ed.D., Superintendent

FROM: Karl E. Fulmer, Ed.D. 
Chief Financial Services Officer

RE: Approval of Resolution for Tax Anticipation Note

Attached is a resolution authorizing the issuance of a not exceeding \$15,000,000 Tax Anticipation Note, Series 2011, of School District Five of Lexington and Richland Counties, South Carolina; authorizing the sale of said note to the South Carolina Association of Governmental Organizations pursuant to the terms of its SC TAN Program; prescribing the terms and conditions under which the note may be issued; providing for the form of note; providing for the payment thereof; authorizing the Superintendent or his designee to determine certain matters relating to the note; and other matters relating thereto.

Mr. Mike Gallagher of Ross, Sinclair & Associates, LLC will be at the meeting to present the resolution.

RECOMMENDATION:

The administration recommends approval of this resolution.

KEF:tl

Attachment

A RESOLUTION

AUTHORIZING THE ISSUANCE OF A NOT EXCEEDING \$15,000,000 TAX ANTICIPATION NOTE, SERIES 2011, OF SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA; AUTHORIZING THE SALE OF SAID NOTE TO THE SOUTH CAROLINA ASSOCIATION OF GOVERNMENTAL ORGANIZATIONS PURSUANT TO THE TERMS OF ITS SC TAN PROGRAM; PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE NOTE MAY BE ISSUED; PROVIDING FOR THE FORM OF NOTE; PROVIDING FOR THE PAYMENT THEREOF; AUTHORIZING CERTAIN OFFICIALS OF THE SCHOOL DISTRICT TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTE; AND OTHER MATTERS RELATING THERETO.

Adopted: May 23, 2011

BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Resolution, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Authorized Officer” shall mean any one of the following: Chair of the Board, Vice-Chair of the Board, Secretary of the Board, District Superintendent, or Chief Financial Officer of the School District.

“Board” shall mean the Board of Trustees of School District No. 5 of Lexington County and Richland County, South Carolina.

“Business Day” shall mean any day of the week other than Saturday, Sunday or a day which shall be in the State or the state in which the Principal Office of the Trustee (hereinafter defined) is located a legal holiday or a day on which banking corporations are authorized or obligated by law or executive order to close.

“Certificate” or “Certificates” shall mean any one or all of the Certificates authorized by and secured under the Trust Agreement.

“IRC” shall mean the Internal Revenue Code of 1986, as amended from time to time, or any successor internal revenue laws of the United States enacted by the Congress of the United States in replacement thereof. References to the Internal Revenue Code and sections of the Internal Revenue Code include relevant applicable regulations, temporary regulations and proposed regulations thereunder and any successor provisions to those sections, regulations, temporary regulations or proposed regulations.

“Constitution” shall mean the Constitution of the State of South Carolina, 1895, as amended.

“Discharge Date” shall mean March 15, 2012, or such other date as determined by an Authorized Officer.

“Enabling Acts” shall mean the sections of the Constitution, the provisions of the S. C. Code, and the Acts and Joint Resolutions of the General Assembly of the State referenced in Section 2 hereof.

“Note” shall mean the Tax Anticipation Note, Series 2011, in the aggregate principal amount of not exceeding \$15,000,000 authorized to be issued pursuant to Section 3 hereof.

“Owner” shall mean the person or entity in whose name the Note is registered.

“Principal Office” shall mean the principal office of the Trustee at which the Trustee conducts corporate trust business.

“Resolution” shall mean this Resolution.

“S. C. Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“SCAGO” shall mean the South Carolina Association of Governmental Organizations, a nonprofit corporation organized and existing under the laws of the State.

“School District” shall mean the School District No. 5 of Lexington County and Richland County, South Carolina.

“State” shall mean the State of South Carolina.

“Trust Agreement” shall mean the Trust Agreement to be dated as determined by SCAGO and the Trustee and to be entered into by and between SCAGO and a trustee to be named (the “Trustee”).

Section 2. Findings and Determinations. The Board of the School District hereby finds and determines:

(a) The School District was organized by action of the Lexington County Board of Education in 1951 and the Richland County Board of Education in 1952. The School District is also known as Richland-Lexington School District No. 5.

(b) Article X, Section 15 of the Constitution empowers school districts to incur general obligation debt in anticipation of the collection of *ad valorem* taxes (tax anticipation notes) under such terms and conditions as the General Assembly may prescribe by law.

(c) Section 11-27-50(4) of the S. C. Code authorizes and empowers school districts to incur general obligation debt in anticipation of the collection of *ad valorem* taxes (tax anticipation notes). Tax anticipation notes shall be expressed to mature not later than ninety (90) days from the date as of which such taxes may be paid without penalty.

(d) Pursuant to the provisions of Act No. 280 (1979 Acts), the school tax levy for school purposes in Lexington County and Richland County shall be determined by the various school district boards of trustees based on the requirements of the Education Finance Act and any additional funding deemed necessary by the respective boards of trustees.

(e) Pursuant to Section 12-37-220(B)(47)(a) of the S.C. Code, one hundred percent of the fair market value of owner-occupied residential property is exempt from all property taxes imposed for school operating purposes but not including millage imposed for the repayment of general obligation debt. Section 11-11-156(A) of the S.C. Code provides that beginning with fiscal year 2007-2008, school districts of the State must be reimbursed from the Homestead Exemption Fund in the manner provided therein. For fiscal year 2011-2012, each school district of the State should be reimbursed an amount equal to the reimbursements it received in fiscal year 2007-2008 plus an increase in the tier three reimbursement by an inflation factor based on the Consumer Price Index, Southeast Region, and the percentage increase in the previous year in the population of the State, not to exceed a total of four percent. Section 11-11-156(B) of the S.C. Code provides that the total reimbursement from the Homestead Exemption Fund for all school districts within a county must be at least \$2,500,000. The amount to be received by the School District under the above-described provisions is herein referred to as “State Reimbursement.”

(f) Notices for collection of *ad valorem* taxes on real property will be mailed to the respective taxpayers of the School District in October 2011, and such taxes are payable without penalty on or before January 15, 2012.

(g) Section 59-71-155 of the S.C. Code establishes a mechanism for the timely advance of funds from the General Fund of the State to provide funds to a county treasurer to make payments of principal and interest due on general obligation bonds of a school district. Section 59-71-155 will apply to the payment, if necessary, of the principal of and interest on the Note authorized herein.

(h) The administrative officers of the School District have advised the Board that funds for the operational expenditures of the School District will most probably be insufficient to meet operational expenditures of the School District during the 2011-2012 fiscal year. The cost of conducting the operations of the School District must be met pending the collection of the aforesaid *ad valorem* taxes. No previous moneys have been borrowed by the School District in anticipation of the collection of *ad valorem* taxes herein mentioned, and no pledge of the proceeds of such *ad valorem* taxes has heretofore been made.

(i) It is necessary and in the best interest of the School District to provide for the issuance of tax anticipation notes in the principal amount of not to exceed \$15,000,000 in anticipation of the collection of the *ad valorem* taxes and State Reimbursement for the 2011-2012 fiscal year, the millage for such tax to be levied by the Lexington County Auditor.

(j) SCAGO has established a program (the "SC TAN Program") for the purchase of tax anticipation notes issued by school districts of the State, including the School District and to, thereupon, cause the execution and delivery of Certificates pursuant to the Trust Agreement between SCAGO and the Trustee, with respect thereto in order to provide an efficient system of cash flow borrowing for school districts in South Carolina. Participation in the SC TAN Program is in the best interest of the School District and is hereby approved and authorized.

Section 3. Authorization. The Board hereby authorizes the issuance of its not to exceed \$15,000,000 tax anticipation note (the "Note") in the aggregate principal amount and with the specific terms set forth in the form of the Note provided for hereby. The interest rate on the Note shall, except to the extent a penalty rate may apply due to a default by the School District, be the per annum rates accepted by SCAGO as a result of the sale of the Certificates. The Chair or Vice-Chair of the Board or the District Superintendent, or any of them acting alone, is hereby authorized to accept such interest rate on behalf of the School District, such acceptance to be conclusively evidenced by the execution of the Note by the Chair or Vice-Chair of the Board. The Note shall provide that if the School District fails to make the sinking fund deposit on or before the date required for such deposit under the terms of this Resolution, the Note shall bear interest from such date until the date of deposit at the per annum rate set forth in the Note plus two percent (2%) to and including the date of final payment thereunder.

Section 4. Form. The Note shall be issued as a fully registered Note; shall be designated the "School District No. 5 of Lexington County and Richland County, South Carolina, Tax Anticipation Note, Series 2011"; and shall be substantially in the form set forth in Exhibit A. The Note shall be of a single denomination, which shall be an integral multiple of \$1,000, in the principal amount of not to exceed \$15,000,000. The Note shall bear interest at the stated interest rate on the principal amount thereof, payable at maturity, except to the extent a penalty rate may apply due to a payment default by the School District.

The Note shall not be subject to redemption prior to maturity, shall be negotiable, shall be dated the date of its initial delivery to SCAGO, and, subject to the provisions of Section 7 hereof, shall be payable as to principal and interest not later than April 15, 2012, in such coin or currency of the United States of America as shall be legal tender for the payment of public and private debts at the time and place of payment.

Section 5. Execution and Delivery of Note; Disbursement of Funds. The Note shall be executed by the Chair or Vice-Chair of the Board and duly attested by the Secretary of the Board or other Authorized Officer of the School District. Any of the Authorized Officers are further authorized and directed to deliver the Note to SCAGO or its assignee, upon the terms and conditions provided herein and under the SC TAN Program; to receive or cause the proceeds therefor to be received; execute and deliver such certificates and

other closing documents and take such other action as may be necessary or appropriate in order to effectuate the proper issuance, sale and delivery of the Note including, but not limited to, a Certificate as to Collections and Expenditures and an IRS Form 8038-G.

Each school district participating in the SC TAN Program will be the issuer of its own tax anticipation note. Undivided proportionate interests in the tax anticipation notes of the other school districts including the Note will be evidenced by the Certificates. The Board approves and consents to the assignment and pledge by SCAGO of the Note to the Trustee and approves the execution and delivery by the Trustee of the Certificates upon payment of the purchase price thereof, as contemplated by the SC TAN Program.

Upon purchase and delivery of the Note there shall be established with the Trustee a disbursement account in the name of the School District No. 5 of Lexington County and Richland County, South Carolina to be known as the "School District No. 5 of Lexington County and Richland County, South Carolina Tax Anticipation Note, Series 2011 Disbursement Account" (the "Disbursement Account"), which shall be the Disbursement Account for the Note required to be established under the Trust Agreement. An amount equal to the principal amount of the Note shall be deposited in the Disbursement Account upon delivery of the Note. The School District may withdraw amounts from the Disbursement Account on the date of delivery of the Note and thereafter on any Business Day, to and including the last Business Day preceding the Discharge Date.

Disbursements from the Disbursement Account shall be made upon the written order of an Authorized Officer of the School District or the County Treasurer, as designated on the appropriate form, subject to any SC TAN Program limitations regarding withdrawals for purposes of reinvestment. The School District may redeposit amounts in the Disbursement Account, as permitted by SC TAN Program limitations, up to an amount that, together with other amounts on deposit in the Disbursement Account (exclusive of any interest earned), does not exceed the original principal amount of its Note. On the Discharge Date, all amounts in the Disbursement Account required to discharge this Resolution under Section 18 hereof shall be transferred by the Trustee to the related Sinking Fund Account established under Section 8 hereof. Earnings on amounts on deposit in the Disbursement Account which remain therein after discharge of this Resolution shall be payable to the School District as provided in the Trust Agreement.

Section 6. Payment. Payment of or on account of the interest on and principal of the Note shall be made by the School District directly to the Trustee as assignee of SCAGO under the Trust Agreement. All such payments shall be valid and effectual to satisfy and discharge the liability of the School District under the Note to the extent of the sum or sums so paid.

Section 7. Security; Issuance of Additional Notes. For the payment of the principal of and interest on the Note as the same respectively mature, there are hereby pledged (a) the *ad valorem* taxes authorized to be levied pursuant to the actions of the Board; (b) the State Reimbursement; and (c) the full faith, credit and taxing power of the School District (collectively the "Pledged Revenue").

To the extent permitted by applicable law, in the event of any default on any Note or hereunder, the School District agrees to pay the reasonable expenses of the Owner thereof (including court costs and attorney's fees) incurred in collecting any amounts due under the Note.

The School District reserves the right to issue additional notes secured by the Pledged Revenue on a parity with the Note.

Section 8. Sinking Fund; Payment of Note. The Trustee is hereby appointed Sinking Fund Depository with respect to the Note.

There is hereby established with the Trustee a sinking fund for the Note issued in the name of School District No. 5 of Lexington County and Richland County, South Carolina, to be known as the "School District No. 5 of Lexington County and Richland County, South Carolina Tax Anticipation Note, Series 2011 Sinking Fund" ("Sinking Fund"), which shall be the Sinking Fund Account required to be established under the Trust Agreement. The School District covenants to deposit to the applicable Disbursement Account for transfer to the applicable Sinking Fund, and the District Superintendent is hereby authorized and directed to deposit or cause to be deposited, notwithstanding the maturity date of the Note, the Sinking Fund payment relating to the Note on the Discharge Date, in the amount required to discharge this Resolution under the provisions of Section 18 hereof, less any amounts transferred to that Sinking Fund from the Disbursement Account as provided in Section 5 hereof. The Trustee shall, without further authorization from the School District, withdraw from the Sinking Fund, at the maturity date of the Note, the amounts necessary to pay principal of and interest on the Note to the Owner thereof, but only upon surrender of the Note.

Section 9. Tax Covenants and Determinations.

(a) The School District hereby covenants with SCAGO and the Trustee that it will make no use of the proceeds of the Note which, if such use had been reasonably expected on the date of issue of the Note, would have caused the Note to be an "arbitrage bond" within the meaning of Section 148 of the IRC of 1986, as amended and the applicable regulations thereunder (the "Code") and that it will not take any action which will, or fail to take any action which failure will, cause interest on the Note to become includable in the gross income of the Owner thereof for federal income tax purposes pursuant to the provisions of the IRC in effect on the date of original issuance of the Note.

(b) The School District expects that the Note will qualify for an exception from arbitrage rebate imposed by Section 148 of the IRC because (i) the School District is a governmental unit with general taxing powers; (ii) the Note is not a private activity bond within the meaning of the IRC; (iii) at least ninety-five percent (95%) of the net proceeds of the Note are to be used for local government activities of the School District; and (iv) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the School District (and all subordinate entities thereof) during the calendar year of 2011 is not reasonably expected by the School District to exceed \$5 million for purposes other than construction of school facilities and bonds issued for construction of school facilities purposes will not exceed \$10 million OR the cumulative cash flow deficit of the School District occurring within six months of the date of issuance of the Note will be at least equal to ninety percent (90%) of the principal amount of the Note (calculated in accordance with Section 1.148(f)(4)(B)(iii) of the IRC and Section 1.148-6(d)(3)(iii) of the Treasury Regulations).

(c) To the extent that the Note does not qualify for either of the exceptions from arbitrage rebate described in Section 9(b) above (or any other applicable exception from arbitrage rebate), the School District hereby covenants and agrees to determine the amount, if any, that the School District is required to rebate to the U.S. Treasury because the earnings on such investments exceed the amount that would have been earned if such proceeds had been invested at the yield on the Note. The School District will make the calculation of its liability, file such reports and make any required payments no later than June 14, 2012.

(d) The School District hereby covenants and agrees with SCAGO and the Trustee that it will not use the proceeds of the Note in a manner which will cause interest on the Note to become includable in the gross income of the Owner thereof for federal income tax purposes, and to that end the School District hereby shall:

(i) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the IRC so long as the Note is outstanding;

(ii) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required arbitrage rebate of certain amounts to the United States; and

(iii) make such returns at the time and places required by the IRC .

Section 10. Exemption from State Taxes. Both the principal of and interest on the Note shall in accordance with the provisions of Section 12-2-50 of the S.C. Code, as amended, be exempt from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

Section 11. Events of Default. Each of the following events is hereby defined as, and is declared to be and to constitute, an "Event of Default" hereunder:

(a) If default shall be made in the due and punctual payment of principal of or any interest on the Note, including failure to make when due the Sinking Fund payment under Section 8; or

(b) If the School District shall default in the performance of any covenant, agreement or condition on its part to be performed under the Note or this Resolution other than a default in payment, and such default shall continue for a period of 30 days.

Section 12. Enforcement of Covenants and Conditions. In any case of an Event of Default, the Owner of the Note or the Trustee on behalf of the Owner may take such action or actions for the enforcement of its rights, including commencement of an action for mandamus or other appropriate action to require the School District to comply with the terms of this Resolution.

Section 13. Remedies. The School District consents to the inclusion of provisions in the Trust Agreement which provide that:

(a) In any case of an Event of Default (as defined in the Trust Agreement), the Trustee may take such action or actions for the enforcement of the rights of the registered holders of the Certificates as due diligence, prudence and care would require and to pursue the same with like diligence, prudence and care, including commencement of an action for mandamus or other appropriate action to require the School District in default to comply with the terms of this Resolution.

(b) If a School District shall fail or refuse to make any required deposit in its Disbursement Account in order to make the transfer to its Sinking Fund Account, the Trustee shall, within two (2) Business Days of such failure, (i) notify any agency of the State or any political subdivision thereof which may collect and distribute taxes or revenues for such School District to seek any available necessary or proper remedial action; and (ii) upon being indemnified against cost and expense, exercise any remedy provided at law or in equity for the benefit of the registered holders of the Certificates or any assignee of the Note, and shall disburse all funds so collected to the holders of such Certificates or assignee of the Note as payment of the Note.

(c) The Trustee may also enforce any such other appropriate legal or equitable remedy as it shall deem most effectual to protect and enforce any of its rights or any of the rights of the registered holders of the Certificates, including but not limited to such rights and remedies as may be available under the Enabling Acts.

Section 14. Award. The Authorized Officers are hereby authorized to sell the Note at private sale by negotiation to SCAGO, in accordance with the terms and conditions of the SC TAN Program.

Section 15. Acknowledgement of Certificates; Limitation of Liability. The School District, by participating in the SC TAN Program, recognizes the rights of the registered holders of the Certificates, acting directly or through the Trustee, to enforce the obligations and covenants contained in the Note and this Resolution; provided that in no event shall the School District be liable for any obligations, covenants or damages except those which arise out of the Note herein authorized and this Resolution, and, in particular, the School District shall not be liable for any obligations, liabilities, acts or omissions of SCAGO or any other school district participating in the SC TAN Program.

Section 16. Delegation of Authority. Other than the not to exceed amount of the Note and the due date of the Note (not later than April 15, 2012), the Board delegates to the Chair or Vice-Chair of the Board and the District Superintendent, or any of them acting alone, the authority to, without further action of the Board, determine the par amount of the Note, amend the form of the Note, approve the form of the Trust Agreement or other legal documents securing and providing for payment of the Note to cure any formal defect, omission, inconsistency, or any other ambiguity and to add provisions necessary for the SC TAN Program to be rated appropriately by a nationally recognized rating agency or agencies.

Section 17. Resolution a Contract; Amendment. This Resolution shall be a contract with the Owner, from time to time, of the Note. This Resolution may be amended, without the consent of the registered holders of the Certificates or assignee of the Note, but only for the purpose of (a) adding to the covenants and agreements of the School District, additional covenants, or surrendering any right or power therein reserved to the School District; (b) curing any ambiguity, correcting defects, or supplementing any ambiguous provision contained herein; (c) answering questions arising under the Trust Agreement and this Resolution; (d) maintaining federal tax exemption of interest on the Certificates and the Note; or (e) for any other purpose which shall not adversely affect the respective interests of the Owner of the Note or the registered holder of the Certificates.

Section 18. Discharge of Resolution. If the School District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of the Note the total principal and interest due or to become due thereon through maturity (as determined in accordance with the Trust Agreement), in the manner stipulated therein and in this Resolution, then the pledge of current taxes and current revenues under this Resolution, and all covenants, agreements and other obligations of the School District hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied with respect to the Note for which such payment was made. Whenever there shall be paid into the applicable Sinking Fund, the Sinking Fund installment for the Note, as described in Section 8 hereof, on or prior to the date required for such payment, the Note shall be deemed no longer outstanding hereunder and the lien on the taxes and revenues relating to the Note created hereby shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 19. Disclosure. In compliance with Section 11-1-85 of the S.C. Code, the School District covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the School District within thirty (30) days of the School District's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the School District, adversely affects more than five percent (5%) of the School District's revenue or its tax base.

Section 20. Authority to Execute Documents. The Board hereby authorizes the Authorized Officers to execute such certificates, documents and instruments as necessary to effect the issuance of the Note. The Board hereby authorizes the District Superintendent to retain McNair Law Firm, P.A., as Bond Counsel and Ross, Sinclair & Associates, LLC as Financial Advisor with regard to the issuance of the Note. The District Superintendent is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

Section 21. Severability. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law then such provisions shall be deemed to be severable from all remaining provisions and shall not affect the validity of such other provisions.

Section 22. Inconsistent Actions. All prior resolutions or parts thereof inconsistent herewith are hereby repealed.

Section 23. Effective Date. This Resolution shall become effective immediately upon adoption, as provided by law.

[Signature Page to follow]

DULY ADOPTED by the Board of Trustees of the School District on May 23, 2011.

SCHOOL DISTRICT NO. 5 OF LEXINGTON
COUNTY AND RICHLAND COUNTY, SOUTH
CAROLINA

Chair, Board of Trustees

(SEAL)

ATTEST:

Secretary, Board of Trustees

EXHIBIT A
FORM OF
SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY,
SOUTH CAROLINA
TAX ANTICIPATION NOTE
SERIES 2011

Issuance Date: _____, 2011
Discharge Date: _____, 2012
Maturity Date: _____, 2012
Principal Amount: \$ _____
Interest Rate: _____ %

School District No. 5 of Lexington County and Richland County, South Carolina (the "School District"), for value received and intending to be legally bound, hereby acknowledges itself indebted and promises to pay to the South Carolina Association of Governmental Organizations ("SCAGO") or its assignee, the Principal Amount set forth above, together with interest thereon from the Issuance Date hereof at the interest rate per annum shown above (calculated on the basis of a 360-day year of twelve 30-day months) payable on the Maturity Date hereof, at the principal corporate trust office of _____ in _____, as trustee (the "Trustee"), in such coin or currency of the United States of America as at the time and place of payment is legal tender for the payment of public and private debts all as hereinafter contained and in the Resolution (hereinafter referred to) authorizing this Note. This Note is not subject to redemption prior to its Maturity Date.

The School District has agreed to cause the amount necessary to discharge its obligation to pay the principal amount and interest due on this Note to be deposited into a sinking fund on the Discharge Date.

This Note is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 15, paragraph (7) of the Constitution of the State of South Carolina, 1895, as amended; Section 11-27-50(4) and Section 59-69-270 Code of Laws of South Carolina 1976, as amended; and the Resolution authorizing the issuance of this Note duly adopted by the governing body of the School District (the "Resolution").

This Note is issued in anticipation of the collection of ad valorem taxes heretofore authorized by due corporate action of the governing body of the School District and any other legal entity with statutory authority, if any, to approve the School District's budget, and State Reimbursement (as referred to in the Resolution), and is payable, both as to principal and interest, from the collection thereof.

This Note is a general obligation of the School District, and there is hereby pledged to the payment of the principal hereof and interest hereon all ad valorem taxes levied by the School District pursuant to the aforesaid corporate action for the fiscal year beginning July 1, 2011, and ending June 30, 2012, and the full faith, credit and taxing power of the School District.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the School District, as such, either directly or through the School District, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Note.

Notwithstanding the Interest Rate set forth above, if the School District fails to make the sinking fund deposit on or before the date required for such deposit under the Note Resolution, this Note shall bear interest from such date until the date of deposit at the per annum rate set forth above plus two percent (2%) to and including the date of final payment hereunder.

This Note will be assigned to the Trustee under a Trust Agreement dated as of _____, between the Trustee and SCAGO.

Under the laws of the State of South Carolina, this Note and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen, and to be performed precedent to or in the issuance of this Note exist, have happened and have been done and performed in regular and due time, form and manner as required by law; that provision has been made for the levy and collection of ad valorem taxes sufficient to pay the principal of and interest on this Note as the same shall become due and payable; and that the amount of this Note, together with all other indebtedness of the School District does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina.

IN WITNESS WHEREOF, SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA has caused this Note to be executed in its name by the manual or facsimile signature of the Chair of the Board of Trustees and attested by the manual or facsimile signature of the Secretary of the Board of Trustees under the seal of the School District and this Note to be dated as of the _____ day of _____, 2011.

SCHOOL DISTRICT NO. 5 OF LEXINGTON
COUNTY AND RICHLAND COUNTY, SOUTH
CAROLINA

Chair, Board of Trustees

(SEAL)

ATTEST:

Secretary, Board of Trustees

REGISTRATION

This Note has been registered in the name of the South Carolina Association of Governmental Organizations on registration books kept by the School District.

Dated this ____ day of ____, 2011.

Secretary, Board of Trustees, School District No. 5 of
Lexington County and Richland County, South Carolina

ASSIGNMENT

The within Tax Anticipation Note is hereby assigned to _____, as Trustee under a Trust Agreement dated as of _____, 2011, between such Trustee and the South Carolina Association of Governmental Organizations, a South Carolina nonprofit corporation.

SOUTH CAROLINA ASSOCIATION OF
GOVERNMENTAL ORGANIZATIONS

By _____
Chair

Date: _____, 2011.



Trish Larkin <tlarkin@lex5.k12.sc.us>

Resolutions

1 message

Foster, Laura <LFoster@mcnair.net>

Wed, May 11, 2011 at 3:58 PM

To: Trish Larkin <tlarkin@lex5.k12.sc.us>

Cc: "kefulmer@lex5.k12.sc.us" <kefulmer@lex5.k12.sc.us>, Mike Gallagher <mgallagher@rsamuni.com>

Attached for consideration by the Board at its meeting on May 23, 2011, are two resolutions – one authorizing a tax anticipation note through the 2011 SCAGO TAN Program and one authorizing the annual 8% general obligation bonds. If you have any questions, please let us know. Frannie will be at the meeting to answer any questions of the Board members. Thanks.

MCNAIR
ATTORNEYS

Laura A. Foster PLS

Paralegal to Francenia B. Heizer

lfoster@mcnair.net | 803 753 3338 Direct

McNair Law Firm, P.A.**Columbia Office** 1221 Main Street | Suite 1800 | Columbia, SC 29201

803 799 9800 Main | 803 933 1467 Fax

Mailing Post Office Box 11390 | Columbia, SC 29211

VCard | Web site

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (I) avoiding penalties under the internal revenue code or (II) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent. To read more about this disclosure, please see http://www.mcnair.net/D1D330/portalresource/IRS_Circular_230.pdf

PRIVILEGE AND CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retain, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete this communication and all copies.

2 attachments

**COLUMBIA-#1040121-v1-Lex_Rich_5_Serie_2011_SCAGO_TAN_Resolution.DOC**

78K

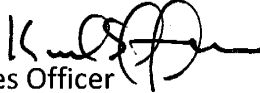
**COLUMBIA-#1040120-v1-Resolution_for_Lex_Rich_5_Series_2011_8%_Bonds.DOC**

121K



June 7, 2011

TO: Members of the Board of Trustees
Stephen Hefner, Ed.D., Superintendent

FROM: Karl E. Fulmer, Ed.D. 
Chief Financial Services Officer

RE: Approval of Resolution Issuance and Sale of General Obligation Bonds

Attached is a resolution authorizing the issuance and sale of not exceeding \$17,500,000 General Obligation Bonds, Series 2011, or such other appropriate series designation, of School District Five of Lexington and Richland Counties, South Carolina; delegating to the Superintendent or his lawfully authorized designee the authority to determine certain matters relating to the Bonds; providing for the payment of the Bonds and the disposition of the proceeds thereof; and other matters relating thereto.

Mr. Mike Gallagher of Ross, Sinclair & Associates, LLC will be at the meeting to present the resolution.

RECOMMENDATION:

The administration recommends approval of this resolution.

KEF:tl

Attachment

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$17,500,000 GENERAL OBLIGATION BONDS, SERIES 2011, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA; DELEGATING TO THE SUPERINTENDENT OR HIS LAWFULLY AUTHORIZED DESIGNEE THE AUTHORITY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Trustees (the "Board") of School District No. 5 of Lexington County and Richland County, South Carolina (the "School District"), hereby finds and determines.

(a) The School District was organized by action of the Lexington County Board of Education in 1951 and the Richland County Board of Education in 1952. The School District is also known as Richland-Lexington School District No. 5. The Board is the governing body of the School District.

(b) Article X, Section 15, of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that after November 30, 1982, the governing body of any school district may incur general obligation debt in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such school district and upon such terms and conditions as the General Assembly may prescribe.

(c) Title 59, Chapter 71, Article 1, Code of Laws of South Carolina 1976, as amended (the "School Bond Act") provides that the Board of Trustees of any school district may issue general obligation bonds of such school district for the purpose of defraying the cost of "capital improvements" (as defined therein) to any amount not exceeding the constitutional debt limitation applicable to such school district.

(d) Section 11-27-50(2) of the Code of Laws of South Carolina, 1976 as amended (the "S.C. Code"), further provides that if an election be prescribed by the provisions of the School Bond Act but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held and the remaining provisions of the School Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions. Section 11-27-90 of the S.C. Code further provides that any school district of the State may issue bonds in fully registered form.

(e) The assessed value of all taxable property in the School District, for purposes of computation of the School District's constitutional debt limit, in Richland County as of June 30, 2010, is \$176,268,993 and in Lexington County as of March 31, 2011, is \$282,653,570 for a total of \$458,922,563. Eight percent (8%) of such sum is \$36,713,805. As of the date hereof, the outstanding general obligation

bonded indebtedness of the School District subject to the constitutional debt limitation is \$2,330,000. Thus, the School District may incur \$34,383,805 of general obligation debt within its applicable constitutional debt limitation.

(f) It is in the best interest of the School District for the Board to provide for the issuance and sale of general obligation bonds of the School District in the principal amount of not to exceed \$17,500,000, the proceeds of which will be used (i)) to fund capital improvements; (ii) to pay costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the Board may determine.

Section 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued general obligation bonds of the School District in one or more series, with appropriate series designations, in the total amount of not to exceed \$17,500,000 to obtain funds for one or more of the purposes stated in Section 1(f) above and designated as “\$17,500,000 (or such lesser amount issued) General Obligation Bonds, Series 2011, of School District No. 5 of Lexington County and Richland County, South Carolina” (the “Bonds”).

The Bonds shall be issued as fully-registered bonds; shall be dated their date of delivery; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall be book-entry bonds; shall bear interest at such times as hereafter designated by the Superintendent of the School District or his lawfully authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the Superintendent of the School District or his lawfully authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina named by the School District.

Section 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The Board hereby delegates to the Superintendent or his lawfully authorized designee the authority to determine (a) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) the interest payment dates of the Bonds; (c) the Registrar/Paying Agent for the Bonds; (d) redemption provisions, if any, for the Bonds; and (e) the date and time of sale of the Bonds.

The Board hereby delegates to the Superintendent or his lawfully authorized designee the authority to receive bids on behalf of the Board and the authority to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds, provided the true interest cost of the Bonds does not exceed four and 00/100 percent (4.00%) per annum. After the sale of the Bonds, the Superintendent or his lawfully authorized designee shall submit a written report to the Board setting forth the results of the sale of the Bonds.

Section 4. Registration, Transfer and Exchange of Bonds. The School District shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the School District, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Registrar/Paying Agent on behalf of the School District shall issue in the name of the transferee a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The School District and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the School District nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the School District shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. Neither the School District nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

Section 5. Record Date. The School District hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or, in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the mailing of notice of redemption of Bonds.

Section 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the School District shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the School District and the Registrar evidence or proof satisfactory to the School District and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State of South Carolina or such greater amount as may be required by the School District and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly-destroyed Bond shall be entitled to the identical benefits under this Resolution as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

Section 7. Execution of Bonds. The Bonds shall be executed in the name of the School District with the manual or facsimile signature of the Chair or Vice Chair of the Board attested by the manual or facsimile signature of the Secretary of the Board under the seal of the School District which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar in the substantially the form set forth herein.

Section 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by reference.

Section 9. Eligible Securities. The Bonds initially issued (the "Initial Bonds") may be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and if issued in book-entry form (the "Book-Entry Bonds"), transfers of beneficial ownership of the Book-Entry Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Book-Entry Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal or interest on the Book-Entry Bonds becomes due, the School District shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Book-Entry Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Resolution.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the School District has advised DTC of its determination that DTC is incapable of discharging its duties, the School District shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the School District of the Book-Entry Bonds together with an assignment duly executed by DTC, the School District shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the School District is unable to retain a qualified successor to DTC or the School District has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the School District undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the School District of the Book-Entry Bonds, together with an assignment duly executed by DTC, the School District shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Resolution in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

Section 10. Security for the Bonds. The full faith, credit, resources and taxing power of the School District are hereby irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. There shall be levied annually by the Auditors of Lexington County and Richland County and collected by the Treasurers of Lexington County and Richland County in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Auditors and Treasurers of Richland County and Lexington County, South Carolina, shall be notified as to the delivery of and payment for the Bonds and are hereby directed to levy and collect, respectively, on all taxable property in the School District, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 11. Defeasance. The obligations of the School District under this Resolution and the pledges, covenants and agreements of the School District therein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding when:

(a) such Bonds shall have been purchased by the School District and surrendered to the School District for cancellation or otherwise surrendered to the School District or the Paying Agent and is canceled or subject to cancellation by the School District or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment, or (2) Government Obligations (as defined below) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding thereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of the Resolution.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

Section 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

Section 13. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially in the form attached hereto as Appendix B and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale may be published in a newspaper having general circulation in the State, not less than seven (7) days prior to the date set for such sale.

Section 14. Preliminary and Official Statement. The Board hereby authorizes the Superintendent or his lawfully authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Board authorizes the Superintendent or his lawfully authorized designee to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Superintendent or his lawfully authorized designee is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

Section 15. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the School District covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual audit of the School District within thirty (30) days of the School District's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the School District or the School District's tax base.

Section 16. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule"), the School District covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of, a Continuing Disclosure Certificate in substantially the form appearing as Appendix C to this Resolution. In the event of a failure of the School District to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Resolution shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the School District.

Section 17. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of Lexington County in a special fund to the credit of the School District and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

Section 18. Reimbursement of Certain Expenditures. The Board hereby declares that this Resolution shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the School District from the proceeds of the Bonds for expenditures with respect to the capital improvements (the "Expenditures"). The School District anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the School District of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the capital improvements will be the School District's general reserve funds or other legally-available funds.

Section 19. Tax Covenants. The School District hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The School District further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the School District hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

Section 20. Miscellaneous. The Board hereby authorizes the Chair, the Vice-Chair and the Secretary of the Board, and the Superintendent and the Chief Financial Services Officer of the School District, to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The Board hereby retains McNair Law Firm, P.A. as bond counsel and Ross, Sinclair & Associates, LLC as financial advisor in connection with the issuance of the Bonds. The Superintendent is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Resolution shall take effect and be in full force from and after its adoption.

Adopted this 23rd day of May, 2011.

SCHOOL DISTRICT NO. 5 OF LEXINGTON
COUNTY AND RICHLAND COUNTY,
SOUTH CAROLINA

Chair, Board of Trustees

(SEAL)

ATTEST:

Secretary, Board of Trustees

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY
 GENERAL OBLIGATION BOND, SERIES _____

No. R-1

<u>INTEREST</u>	<u>MATURITY</u>	<u>ORIGINAL</u>	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>
%			

REGISTERED HOLDER:

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that School District No. 5 of Lexington County and Richland County, South Carolina (the "School District"), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of _____ in _____ (the "Paying Agent"), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, _____ until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the School District maintained by the registrar, presently Wells Fargo Bank, N.A. in Atlanta, Georgia (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Resolution of the School District authorizing the Bonds, nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

The terms and provisions of this Bond and such continued terms and provisions shall for all purposes have the same effect as though fully set forth at this place.

For the payment of the principal and interest on this Bond as it respectively matures and for the creation of such sinking fund as may be necessary therefor the full faith, credit, resources and taxing power of the School District are hereby irrevocably pledged, and there shall be levied annually by the Auditors of Richland County and Lexington County and collected by the Treasurers of Richland County and Lexington County, in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, aggregating _____ (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended; Title 59, Chapter 71, Article 1, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and a resolution duly adopted by the Board of Trustees of the School District.

[Redemption provisions]

This Bond is transferable as provided in the Resolution, only upon the books of the School District kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided in the Resolution. The School District, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the School District does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and, that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the Board of Trustees of the School District, attested by the facsimile signature of the Secretary of the Board of Trustees of the School District and the seal of the School District impressed, imprinted or reproduced hereon.

SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA

Chair, Board of Trustees

ATTEST:

Secretary, Board of Trustees

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the bonds described in the within-mentioned Resolution of School District No. 5 of Lexington County and Richland County, South Carolina.

as Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

____ Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors Act _____
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)
the within Bond and does hereby irrevocably constitute and appoint
_____ attorney to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Notice: Signature(s) must be
guaranteed by an institution
which is a participant in the
Securities Transfer Agents Medallion
Program ("STAMP") or similar program.

Notice: The signature to this assignment must
correspond with the name of the registered
holder as it appears upon the face of the within
Bond in every particular, without alteration
or enlargement or any change whatever.

A copy of the final approving legal opinion to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the School District with a facsimile signature of the Secretary of the Board of Trustees of the School District. Said certificate shall be in substantially the following form:

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final legal opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds, and a copy of which is on file with School District No. 5 of Lexington County and Richland County, South Carolina.

SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY
AND RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Secretary, Board of Trustees

FORM OF NOTICE OF SALE
\$ _____ GENERAL OBLIGATION BONDS
SERIES _____
SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY
STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$ _____ General Obligation Bonds, Series _____ (the "Bonds"), of School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") or his designee, until 11:00 a.m. (South Carolina time) on _____, _____, in the offices of the School District located at 1020 Dutch Fork Road, Irmo, South Carolina 29063.

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series _____, School District No. 5 of Lexington County and Richland County, South Carolina" and should be directed to the School District at the address in the first paragraph hereof.

Facsimile Bids: The School District will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The School District shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Herbert Berg, Superintendent, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. The Bonds will be dated _____, 2009 and will mature serially in successive annual installments on _____ 1 in each of the years and in the principal amounts as follows:

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the lowest interest rate specified for any maturity shall not be more than 3% lower than the highest interest rate specified for any maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the School District. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The School District reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the School District will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the School District will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the School District all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: The Bonds shall constitute binding general obligations of the School District, and the full faith, credit, resources and taxing power of the School District are irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary to provide for the prompt payment thereof. There shall be levied and collected annually upon all taxable property of the School District a tax, without limitation as to rate or amount, sufficient for such purposes.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the School District will undertake, pursuant to a Resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The Board shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, Columbia, South Carolina, which opinion shall be printed on the back of each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds and a 15c2-12 Certificate.

Certificate as to Issue Price: The successful bidder must provide a certificate to the School District by the date of delivery of the Bonds, stating the initial re-offering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, _____, in New York, New York, at the expense of the School District, or at such other place as may be agreed upon with the purchaser at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds. The cost of printing the Bonds will be borne by the School District.

Additional Information: The Preliminary Official Statement of the School District with respect to the Bonds available via the internet at <http://www.rsamuni.com> and will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211, Attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. For additional information, please contact the School District's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., telephone (803) 799-9800; e-mail: fheizer@mcnair.net or the School District's financial advisor, Brian G. Nurick, Ross, Sinclaire & Associates, LLC, telephone (800) 255-0795; e-mail: bnurick@rsamuni.com.

s/ _____
Superintendent, School District No. 5 of Lexington
County and Richland County, South Carolina

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") in connection with the issuance of \$ _____ General Obligation Bonds, Series _____, School District No. 5 of Lexington County and Richland County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to a Bond Resolution adopted by the Board of Trustees of the School District (the "Resolution"). The School District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the School District for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the School District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Bonds" shall mean the \$ _____ General Obligation Bonds, Series _____, School District No. 5 of Lexington County and Richland County, South Carolina, dated _____.

"Dissemination Agent" shall mean the School District or any successor Dissemination Agent designated in writing by the School District and which has filed with the School District a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Depository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Depository" shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The School District shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2010, to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the School District shall provide the Annual Report to the Dissemination Agent, if other than the School District; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the School District may be included in such Annual Report in lieu thereof, and the School District shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the School District may be submitted separately from the balance of the Annual Report.

(b) If the School District is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the School District shall send a notice to the National Repository and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(2) if the Dissemination Agent is other than the School District, file a report with the School District and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The School District's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the School District, and shall, in addition, contain or incorporate by reference the following:

- (a) School District enrollment for the current fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution for current fiscal year;
- (c) Anticipated funding under Education Finance Act and Education Improvement Act for current fiscal year;
- (d) Outstanding Indebtedness of the School District;
- (e) Market Value/Assessment Summary of taxable property in School District;
- (f) Tax levy for School District for current fiscal year;
- (g) Tax collections for School District for preceding fiscal year; and

- (h) Five largest taxpayers (including fee-in-lieu-of-tax) for School District for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the School District is an “obligated person” (as defined by the Rule), which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the National Repository. The School District shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the School District shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the School District;
- (14) The consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the School District shall as soon as possible determine if such event would be material under applicable federal securities laws. If the School District determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the School District shall

promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District.

SECTION 6. Termination of Reporting Obligation. The School District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bond.

SECTION 7. Dissemination Agent. The School District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the School District.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the School District may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the School District, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the School District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the School District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the School District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the School District, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the School District, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure

Certificate in the event of any failure of the School District, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the School District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the School District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bond.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the School District, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SCHOOL DISTRICT NO. 5 OF LEXINGTON
COUNTY AND RICHLAND COUNTY,
SOUTH CAROLINA

By: _____
Superintendent

Dated: _____

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of School District: School District No. 5 of Lexington County and Richland County, South Carolina

Name of Bond Issue: \$_____ General Obligation Bonds, Series _____, School District No. 5 of Lexington County and Richland County, South Carolina

Date of Issuance: _____

NOTICE IS HEREBY GIVEN that School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the School District as Dissemination Agent. The School District has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

SCHOOL DISTRICT NO. 5 OF LEXINGTON
COUNTY AND RICHLAND COUNTY,
SOUTH CAROLINA



Trish Larkin <tlarkin@lex5.k12.sc.us>

COLUMBIA-#1040120-v1-Resolution_for_Lex_Rich_5_Series_2011_8%_Bonds.DOC

Foster, Laura <LFoster@mcnair.net>
To: Trish Larkin <tlarkin@lex5.k12.sc.us>

Tue, May 17, 2011 at 3:12 PM

Please double check the page endings for me but I believe pages 1 and 2 need to be replaced. Thanks.

*Replaced
entire
PKG.*



Laura A. Foster PLS
Paralegal to Francenia B. Heizer
lfoster@mcnair.net | 803 753 3338 Direct
McNair Law Firm, P.A.
Columbia Office 1221 Main Street | Suite 1800 | Columbia, SC 29201
803 799 9800 Main | 803 933 1467 Fax
Mailing Post Office Box 11390 | Columbia, SC 29211
VCard | Web site

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (I) avoiding penalties under the internal revenue code or (II) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent. To read more about this disclosure, please see http://www.mcnair.net/D1D330/portalresource/IRS_Circular_230.pdf

PRIVILEGE AND CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retain, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete this communication and all copies.

COLUMBIA-#1040120-v1-Resolution_for_Lex_Rich_5_Series_2011_8%_Bonds.doc
121K



Trish Larkin <tlarkin@lex5.k12.sc.us>

Resolutions

1 message

Foster, Laura <LFoster@mcnair.net>

Wed, May 11, 2011 at 3:58 PM

To: Trish Larkin <tlarkin@lex5.k12.sc.us>

Cc: "kefulmer@lex5.k12.sc.us" <kefulmer@lex5.k12.sc.us>, Mike Gallagher <mgallagher@rsamuni.com>

Attached for consideration by the Board at its meeting on May 23, 2011, are two resolutions – one authorizing a tax anticipation note through the 2011 SCAGO TAN Program and one authorizing the annual 8% general obligation bonds. If you have any questions, please let us know. Frannie will be at the meeting to answer any questions of the Board members. Thanks.

**Laura A. Foster** PLS

Paralegal to Francenia B. Heizer

lfoster@mcnair.net | 803 753 3338 Direct

McNair Law Firm, P.A.**Columbia Office** 1221 Main Street | Suite 1800 | Columbia, SC 29201

803 799 9800 Main | 803 933 1467 Fax

Mailing Post Office Box 11390 | Columbia, SC 29211**VCard** | **Web site**

CIRCULAR 230 DISCLOSURE: To ensure compliance with requirements imposed by the IRS, we inform you that any US Federal Tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the internal revenue code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) without our express written consent. To read more about this disclosure, please see http://www.mcnair.net/D1D330/portalresource/IRS_Circular_230.pdf

PRIVILEGE AND CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retain, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete this communication and all copies.

2 attachments

**COLUMBIA-#1040121-v1-Lex_Rich_5_Serie_2011_SCAGO_TAN_Resolution.DOC**

78K


**COLUMBIA-#1040120-v1-Resolution_for_Lex_Rich_5_Series_2011_8%_Bonds.DOC**

121K



June 7, 2011

TO: Members of the Board of Trustees
Stephen Hefner, Ed.D., Superintendent

FROM: Karl E. Fulmer, Ed.D. 
Chief Financial Services Officer

RE: Renewal of Facilities Use Agreement/REFUGE Church

Attached is a request from REFUGE Church for renewal of their facilities use agreement with Lake Murray Elementary School for the 2011 – 2012 fiscal year.

RECOMMENDATION:

The administration recommends that the Board approve the request for renewal of the facilities use agreement from REFUGE Church.

KEF:tl

Attachment

REQUEST FOR USE OF SCHOOL FACILITIES

File: KF-E(3)

Please supply all requested information. If approved, one copy will be returned to you for your records.

ORGANIZATION MAKING REQUEST

Name REFUGEE Church
 Mailing address 140-A Amicks Ferry Road Box 305 Chynin, SC 29636
 Telephone (803) 351-9887
 Responsible officer KENNY KELLY
 Purpose of use Church Services

FACILITIES REQUESTED

School LNES
 Date(s) of use Every Sunday 7/2011-6/2012 Time of use 9:00 - 12:00

Type of facility	Number of rooms requested	Number of hours	Rate per hour	Total
Classroom/Lab/Unit	3	2	\$30	\$180.00
Gymnasium				
Cafeteria				
Multi-Purpose	1	4	\$60	\$240.00
Stadium facilities				
Baseball facilities				
Track/Soccer/Practice facilities				
Additional expenses incurred				
GRAND TOTAL	4	6		\$420.00/week

0 custodian(s) for N/A hours @ N/A per hour = N/A
0 cafeteria employee(s) for 0 hours @ 0 per hour = 0

If this request is approved, the using organization agrees to abide by all provisions of School District Five board policy KF (Use of School Facilities) including accepting responsibility and agreeing to pay for any damage that may occur from use of this facility.

[Signature] Organization representative Date of official request 6/1/11
Wendy E. Hardeman, Assist Prin. for C. Approved/Disapproved Date 6/8/11
[Signature] Principal/Director Approved/Disapproved

District (if necessary) _____ Date _____

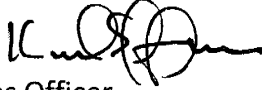
* All checks are to be paid in advance. Check(s) should be made payable to School District Five of Lexington and Richland Counties. Organizations using facilities on a continuing basis are to mail checks to the district administration building by the 10th of each month

For office use only
 Date paid: _____
 Check number: _____
 Receipt number: _____



June 7, 2011

TO: Members of the Board of Trustees
Stephen Hefner, Ed.D., Superintendent

FROM: Karl E. Fulmer, Ed.D. 
Chief Financial Services Officer

RE: Renewal of Facilities Use Agreement/Kingdom Builders Tabernacle of Praise

Attached is a request from Kingdom Builders Tabernacle of Praise for renewal of their facilities use agreement with H.E. Corley Elementary School for the 2011-2012 fiscal year.

RECOMMENDATION:

The administration recommends that the Board approve the request for renewal of the facilities use agreement from Kingdom Builders Tabernacle of Praise.

KEF:tl

Attachment

REQUEST FOR USE OF SCHOOL FACILITIES

File: KF-E(3)

Please supply all requested information. If approved, one copy will be returned to you for your records.

ORGANIZATION MAKING REQUEST

Name Kingdom Builders Tabernacle of Praise
 Mailing address P.O. Box 1833 Irmo SC 29063
 Telephone 803 212-5592
 Responsible officer Pastors Madrick & Angela Dreher
 Purpose of use Church Services

FACILITIES REQUESTED

School A.E. Corley Elementary
 Date(s) of use 7/11 12-6/30/12 Time of use 10:00^{am} - 12:00 pm

Type of facility	Number of rooms requested	Number of hours	Rate per hour	Total
Classroom/Lab/Unit				
Gymnasium				
Cafeteria				
Multi-Purpose		<u>2</u>	<u>@ \$60</u>	<u>5/20</u>
Stadium facilities				
Baseball facilities				
Track/Soccer/Practice facilities				
Additional expenses incurred				
GRAND TOTAL				<u>\$195.00 per week = \$195.00</u>

KFE
210.00

1 custodian(s) for 3 hrs hours @ \$30 per hour = \$75.00
 _____ cafeteria employee(s) for _____ hours @ \$30/hr per hour = _____

If this request is approved, the using organization agrees to abide by all provisions of School District Five board policy KF (Use of School Facilities) including accepting responsibility and agreeing to pay for any damage that may occur from use of this facility.

Madrick
 Organization representative

5/31/2011
 Date of official request

Approved/Disapproved
Franklin
 Principal/Director

5/31/11
 Date

Approved/Disapproved

District (if necessary)

Date

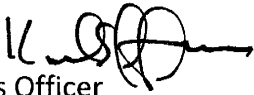
* All checks are to be paid in advance. Check(s) should be made payable to School District Five of Lexington and Richland Counties. Organizations using facilities on a continuing basis are to mail checks to the district administration building by the 10th of each month

For office use only
 Date paid: _____
 Check number: _____
 Receipt number: _____



June 7, 2011

TO: Members of the Board of Trustees
Stephen Hefner, Ed.D., Superintendent

FROM: Karl E. Fulmer, Ed.D. 
Chief Financial Services Officer

RE: Renewal of Facilities Use Agreement/D.A.Y.

Attached is a request from D.A.Y. (Devotional Associates of Yogeshwar) for renewal of their facilities use agreement with Seven Oaks Elementary School for the 2011 – 2012 fiscal year.

RECOMMENDATION:

The administration recommends that the Board approve the request for renewal of the facilities use agreement from Devotional Associates of Yogeshwar.

KEF:tl

Attachment

REQUEST FOR USE OF SCHOOL FACILITIES

File: KG-E(3)

Please supply all requested information. If approved, one copy will be returned to you for your records.

ORGANIZATION MAKING REQUEST:

Name DAY
 Mailing Address 40 Mountain Drive 221 Cabin Dr.
 Telephone Number 803-546-1499 Irmo, SC 29063
 Responsible Officer Mountain Drive
 Purpose of Use Socio-culture Activity, Kids Activity

FACILITIES REQUESTED:

School Seven Dukes Elem. School
 Date(s) of Use Every Sunday 6/2012 - 6/2013 Time of Use 10 - 12' morning hours

Type of Facility	Number of Rooms Requested	Number of Days	Rate Per Hour	Total
Classroom/Lab/Unit				
Gymnasium				
Cafeteria				
Multi-Purpose	1	2	\$60/-	\$120/-
Stadium Facilities				
Baseball Facilities				
Track/Soccer/Practice Facilities				
Additional Expenses Incurred				
Grand Total				

One custodian(s) for 2 hours @ \$30/- per hour = \$60/- **
 _____ cafeteria employee(s) for _____ hours @ _____ per hour = _____ **

If this request is approved, the using organization agrees to abide by all provisions of School District Five Board Policy KG (Use of School Facilities) including accepting responsibility and agreeing to pay for any damage that may occur from use of this facility.

[Signature] June 8, 2011
 Organization Representative Date of Official Request

[Signature] _____
 Approved/Disapproved Principal/Director Date 6/8/11

Approved/Disapproved _____
 District (if necessary) _____ Date _____

*All checks are to be paid in advance. Check(s) should be made payable to School District Five of Lexington and Richland Counties. Organizations using facilities on a continuing basis are to make checks to the district administration building by the 15th of each month.
 **Check(s) should be made payable directly to custodian(s). (\$50 minimum per individual).

For Office Use Only
 Date Paid _____
 Check Number _____
 Receipt Number _____



Memorandum

To: Members of the Board of Trustees

Through: Dr. Stephen Hefner
Superintendent

From: Buddy Price
Director of Community Services

Date: June 7, 2011

Re: Naming the Basketball Court at Irmo High School

Attached for your consideration is a request from Irmo High School and the Irmo High School community to name the basketball court at Irmo High School "Whipple Court," in honor of Tim Whipple.

This request is endorsed by the principal, athletic director, School Improvement Council and a former coach at Irmo High School.

Please let me know if you have any questions.

BP/aw

May 19, 2011

To: Dr. Stephen W. Hefner

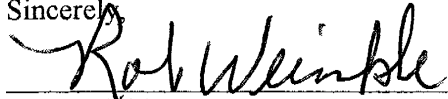
We at Irmo High School would like to propose to the District Five Administration and Board of Trustees that Tim Whipple's dedicated service and commitment to Irmo High School and the Irmo community for the past 30 years be recognized by having the basketball court at Irmo High School named in his honor.

Tim's record speaks for itself and he has just recently been inducted into ~~a future~~ ^{THE} South Carolina Coaches Association's Hall of Fame. It is rare in this age and time for any coach to stay at one school for such a length of time or to achieve what Tim has in his coaching career. In addition to the many state championships (4) and wins (572) Tim has brought to Irmo High School, he has, most importantly, served as a positive influence on his players by instilling in them a committed work ethic and good habits to insure they are successful in life off the court. The respect that Tim's players have for him is evidenced by their presence, often along with their children, in the stands at Irmo basketball games. Tim is well-respected not only by his players, but also by his students, fellow coaches/educators, and other members of the community.

Naming the basketball court at Irmo High School "Whipple Court" will not only honor what Tim has done, but will serve to inspire future students and coaches to uphold the "Tradition of Excellence" that Irmo High School has established for all of its students and staff.

It is with great honor and respect for Tim that we make this proposal.

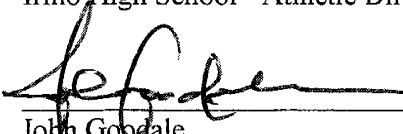
Sincerely,



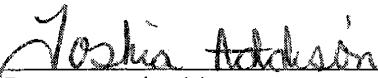
Rob Weinkle
Irmo High School - Principal



Bob Hanna
Irmo High School - Athletic Director



John Goodale
Irmo Elementary - Physical Education Teacher / Irmo High School - Asst. Cross Country Coach
(Former Assistant Basketball Coach for Tim Whipple: 1986-1992)



Representative(s)
Irmo High School - School Improvement Council

cc: Robert Gantt - Board Chair