district five
OF LEXINGTON & RICHLAND COUNTIES

Minutes/ May 7, 2012

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 Burn Watson, Vice Chairman
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
Dr. Karl Fulmer, Chief Financial Services Officer
Mr. Michael Harris, Director, Student Services
Mr. Keith McAlister, Director, New Design and Construction
Mr. Buddy Price, Director, Office of Community Services

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

The Invocation was given by David Clifton, youth pastor, Union United Methodist Church. The Pledge of Allegiance was led by Caroline Garris, student body president, Irmo High School.

Robert Gantt, Beth Watson and Jan Hammond led the School Board Spotlight.

A welcome and brief overview of Irmo High School was given by Caroline Garris, student body president, and a presentation on the IB program was given by Diane Padula.

Dr. Hefner gave a brief superintendent's report.

During the public participation, Greg Young spoke.

The Board conducted a budget work session on the 2012-2013 General Fund Budget (Exhibit C).

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of May 7, 2012

	BAUMGARDNER	GANTT	HAMMOND	MURPHY	TURNER	WATSON	WHITE
1. M. Watson S. Hammond Enter executive session to consider the following: a) selected employment items (Exhibit A); b) briefing regarding legal matters involving District 5; and c) receipt of legal advice on the contractual procedures for the Superintendent's evaluation	A	X	X	X	X	X	X
2. M. Watson S. Hammond Approve the agenda and add item 2a1 employment	A	No	No	X	X	No	No
M. Murphy S. Turner Amend to add to the agenda on item 2b the names of the parties involved in legal actions							
Vote on original motion	A	X	X	No	X	X	X
3. M. Watson S. Hammond Approve the selected employment items (Exhibit A)	A	X	X	X	X	X	X
4. M. Watson S. Hammond The Board authorizes the Superintendent to enter into a negotiated contract with employee A as presented in Exhibit A-1	A	X	X	X	X	X	X
5. M. Hammond S. Turner Approve awarding Phase 1 of Irmo High School improvements and renovations to the lowest responsible, responsive bidder for an amount not to exceed $1,450,000 (Exhibit B)	A	X	X	X	X	X	X
6. M. Watson S. Hammond Move the July 9, 2012 school board meeting to July 23, 2012	A	X	X	X	X	X	X

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

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of May 7, 2012

	BAUMGARDNER	GANTT	HAMMOND	MURPHY	TURNER	WATSON	WHITE
7. M. Watson S. Hammond Approve the minutes of the April 23, 2012 board meeting with the addition of the documents the chairman mentioned	A	X	X	X	X	X	X
8. M. Hammond S. Turner Extend the meeting for 15 minutes	A	X	X	AB	X	No	A
9. M. Watson S. Gantt Adjourn at 9:45 p.m.	A	X	No	No	No	X	A
10. M. Watson S. Hammond Extend the meeting by 5 minutes	A	X	X	No	X	X	A
11. M. Watson S. Turner Adjourn at 10 p.m.	A	X	X	No	X	X	A

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R = Recuse

MEMORANDUM

TO: Kim Murphy

FROM: Robert Gantt

DATE: May 7, 2012

RE: Your May 5, 2012 E-mail

In response to your May 5, 2012, e-mail, my ruling on your April 23 motion to amend the agenda stands. Motions to amend the agenda are disfavored, especially at the last minute when neither Board members or the Superintendent will have an opportunity to prepare properly for thoughtful discussion. Such motions are also arguably unfair to the public as well!

Without responding in detail to the other inaccuracies in your e-mail, I would simply point out the District did not employ an attorney, as you suggest, but rather agreed to assume a fair proportion of the cost of the attorney Southern Management had already employed to handle the matter in question. This was, in my judgment, a reasonable administrative decision, which resulted in a very satisfactory resolution of the matter at hand and did not require any formal Board action. The District has a contract with Southern Management. We followed their recommendation, which resulted in a financial benefit to the District.

Finally, your requested attachments to the April 23 minutes fall into two categories: (1) the lawsuit and your handwritten motion may be attached to the April 23 Board minutes, as they were submitted to the Board Secretary at the conclusion of the April 23 meeting as required by the amended Board policy; and (2) the Board policies you requested as attachments were not submitted on April 23, but may be submitted tonight (the Board's May 7 meeting) or at the next meeting of the Board, as you may prefer.

Please contact me with any questions. Thank you.

c: All Board Members
Dr. Steve Hefner
Ms. Sybil Stowers

Item "For The Record" requested by **Robert Gantt** for attachment to the Minutes.

Attachment 1 is included with the minutes of the 5-7-12 meeting, at the request of Board member Robert Gantt 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.

Gmail

Kim Murphy <movingmountainskwm@gmail.com>

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

Documents requested for tonight's school board meeting

Kim Murphy <movingmountainskwm@gmail.com> Mon, May 7, 2012 at 12:35 PM
To: "Gantt, Robert" <ganttrw@bellsouth.net>, rgantt@lexrich5.org, Beth Hutchison <EFH@sc.rr.com>, Beth Watson <bhwatson@lex5.k12.sc.us>, "bhwatson@lexrich5.org" <bhwatson@lexrich5.org>, "ebaumgar@lexrich5.org" <ebaumgar@lexrich5.org>, Ellen Baumgardner <EBaumgar@lex5.k12.sc.us>, Ellen Baumgardner <ebaumgardner@sc.rr.com>, Superintendent Steve Hefner <swhefner@gmail.com>, Stephen Hefner <shefner@lexrich5.org>
Cc: Ed White <ekw@sc.rr.com>, Ed White <EWhite@lex5.k12.sc.us>, "ewhite@lexrich5.org" <ewhite@lexrich5.org>, Jan Hammond <jhammond@lex5.k12.sc.us>, JanH08 <janh08@aol.com>, Jim Turner <jturner@lex5.k12.sc.us>, jimturnjr <jimturnjr@gmail.com>, Kim Murphy <kwmurphy@lex5.k12.sc.us>, Kim Murphy <movingmountainskwm@gmail.com>, Robert Gantt <rgantt@lex5.k12.sc.us>

Attachment 2 is included with the minutes of the 5-7-12 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.

Dear Robert, Ellen, Beth, and as much as I hate to say this, Dr. Hefner,

I am very discouraged and disappointed that you have not provided board members with important information that I have requested in advance of tonight's budget work session in order to be prepared for discussion and what little information was sent to us was incomplete. In fact, I feel like this is in an effort to keep board members and the public in the dark.

Another issue related to tonight's meeting is that the information pertaining to Action Agenda Item 12 (Approval of bid for phase one improvements at Irmo High School, Exhibit B) is not included in the board packet. You expect us to vote on a matter of great importance, but do not provide the information necessary to make an informed decision.

Robert, as board chairman and as an official elected to represent the best interests of the community and their children, this is unacceptable.

Sincerely,
Kim Murphy

Kim Murphy 446-6565
154 Old Laurel Lane
Chapin, SC 29036

How do you expect to have a work session on the budget when you are provided with inaccurate data and answers to questions asked aren't provided beforehand for review?

Note: at the 5/7/12 Board meeting, Dr. Tulmen stated that the budget book provided to the Board at the last board meeting was incorrect due to computer program issues. He stated that he knew this in advance of giving the Board the budget book. Though the Board was not informed of the error. No new budget book was provided to the Board for this meeting (5/7/12) which is to be the budget workshop

Kim Murphy <movingmountainskwm@gmail.com>

Board member's documents not reflected in Minutes

Kim Murphy <movingmountainskwm@gmail.com> Sat, May 5, 2012 at 11:49 AM
To: "Gantt, Robert" <ganttrw@bellsouth.net>, rgantt@lexrich5.org
Cc: Shireese Bell <Shireese.Bell@patch.com>, Al Dozier Irmo News <adozier1@sc.rr.com>, Beth Hutchison <EFH@sc.rr.com>, Beth Watson <bhwatson@lex5.k12.sc.us>, "bhwatson@lexrich5.org" <bhwatson@lexrich5.org>, "ebaumgar@lexrich5.org" <ebaumgar@lexrich5.org>, Ed White <ekw@sc.rr.com>, Ed White <EWhite@lex5.k12.sc.us>, Ellen Baumgardner <EBaumgar@lex5.k12.sc.us>, Ellen Baumgardner <ebaumgardner@sc.rr.com>, "ewhite@lexrich5.org" <ewhite@lexrich5.org>, Jan Hammond <jhammond@lex5.k12.sc.us>, JanH08 <janh08@aol.com>, Jim Turner <jturner@lex5.k12.sc.us>, jimturnjr <jimturnjr@gmail.com>, Kim Murphy <kwmurphy@lex5.k12.sc.us>, Kim Murphy <movingmountainskwm@gmail.com>, Robert Gantt <rgantt@lex5.k12.sc.us>

Dear Mr. Gantt,

At the April 23, 2012 Board meeting, in accordance with the SC Freedom of Information Act, I requested that my documents related to the lawsuit that was filed against District and the construction management firm by Palmetto Grading be reflected in the official Minutes of our board meeting. The lawsuit, which was filed on December 16, 2011, was never disclosed to Board members -- or at least some of them -- until April 23, 2012. In addition, an attorney was hired to represent District 5 in the matter without Board approval.

The documents that I requested be recorded on the record were as follows:

- The lawsuit filed on December 16, 2012 against District 5 by Palmetto Grading;
- A copy of my motion to amend the Agenda of April 23rd Board meeting to add discussion as to why District 5 Board members were not notified until April 23, 2012 that the suit had been filed against District 5, and;
- A copy of Board Policy BDG and BDG-R that requires Board approval before an attorney is hired to represent the District.

(As you will recall, Mr. Gantt, you interrupted me while I was attempting to make the motion to amend the Agenda and incorrectly ruled me Out of Order and prohibited the Motion. And because you would not allow discussion of the matter and I feel strongly that the District should not hide it's business -- the public's business -- I requested that the documents be placed on the record - a provision in the SCFOIA.)

But upon review of the Board Packet for the May 7, 2012 Board meeting, both my motion and the Board Policy, which I specifically requested be reflected in the April 23rd Minutes that are to be approved on May 7th, are missing from the packet. Withholding a board member's documents from the record could potentially be a SCFOIA violation. Please explain why the documents have been withheld.

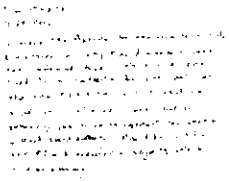
Sincerely,
Kim Murphy

Attachment 3 is included with the minutes of the 5-7-12 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 446-6565
154 Old Laurel Lane
Chapin, SC 29036

3 attachments

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.



4-23-12 On the record Motion - Lawsuit 001.jpg
218K

PALMETTO GRADING VS LEXINGTON FIVE.pdf
2401K

4-23-12 On the record ATTORNEYS -- BOARD POLICY.pdf
771K

Attachment 4 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes

Attachment 5 is included with the minutes of the 5-7-12 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.

ORIGINAL

FILED
2011 DEC 16 P 1:00
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF LEXINGTON	)	**C.A. NO.: 2011-CP-32-**
Palmetto Grading & Drainage, Inc., Plaintiff,	)	**COMPLAINT**
v.	)	**(Jury Trial Demanded)**
District 5 of Lexington & Richland Counties and Cumming/SMG Management Group, Defendants.	)	2011CP3204840

Plaintiff Palmetto Grading & Drainage, Inc., by and through its undersigned counsel, hereby complains of Defendants District 5 of Lexington & Richland Counties and Cumming/SMG Management Group and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Palmetto Grading & Drainage, Inc. (hereinafter "Palmetto Grading") is a South Carolina corporation that is authorized to conduct business in the State of South Carolina, and maintains its principal place of business in Spartanburg, South Carolina. Palmetto Grading is engaged in the business of performing earthwork within the State of South Carolina.

2. Upon information and belief, District 5 of Lexington & Richland Counties (hereinafter, "District 5") is a South Carolina political body that maintains it principal place of business in Lexington County, South Carolina. Upon further information and belief, District 5 is responsible for the administration and provision of public education to students in Richland and Lexington Counties of South Carolina including, but not limited to, the construction of the facilities required to provide such public education.

3. Upon information and belief, Cumming/Southern Management Group (hereinafter

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

"Cumming/SMG") is a partnership, professional association, corporation or other business entity that is conducting business in the State of South Carolina. Upon further information and belief, Cumming/SMG is engaged in the business of providing construction management services to owners.

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CLERK OF COURT
LEXINGTON SC

4. As set forth herein below, this Court has subject matter jurisdiction over this dispute, personal jurisdiction over the parties, and venue is proper.

FACTUAL BACKGROUND

5. This civil action pertains to District 5's ongoing construction of a project known as the New High School No. 4 and CATE Center (hereafter, the "Project"), its contracting of the early site work package to Palmetto Grading, its improper termination of this contract, and, its failure and refusal to pay sums justly due and owing to Palmetto Grading.

6. Upon information and belief, District 5 contracted with McMillan/Pazdan/Smith Architects (the "Project Architect") to serve as the Project Architect and Cumming/SMG to manage the construction and administer the work.

7. The Project was broken into two phases: (1) an early site package that involved certain clearing, grading, storm drainage, building pad, parking lot, driveway, curb/gutter, on-site utitlity, finish grading, irrigation, landscaping and grassing work (hereinafter the "Site Work") and (2) a building package that involved all vertical construction associated with the New High School and CATE center (hereinafter the "Building Work").

8. District 5 contracted the Site Work for the Project to Palmetto Grading on or about May 3, 2011, for a lump sum price of $8,800,000. The contract contemplated that certain out of scope work would be done at agreed upon unit prices.

Attachment 6 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

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CLERK OF COURT

9. Palmetto Grading's scope of work was defined by the written contract documents contained within the Project Manual or incorporated therein by reference (the "Contract Documents").

10. The Contract Documents provided an overall schedule for Palmetto Grading's work and established interim milestone dates for the building pads. DHEC stormwater and runoff requirements mandated prompt construction of the storm water detention ponds and storm water drainage lines in order for the Site Work to progress and the Building Work to begin.

11. Following installation of required silt fencing and the clearing and grubbing work, Palmetto Grading began excavation of certain deep stormwater lines and the detention pond at which point it encountered substantial quantities of rock which could not be "ripped" with a Caterpillar D-8 dozer (or equivalent). Per the terms of its contract, Palmetto Grading requested that District 5 and its representatives confirm that the material was un-rippable and that it should be blasted and removed at the unit price set forth in Palmetto Grading's bid.

12. Palmetto Grading's request was based on its belief that the Site Work had been let on a "classified" basis, meaning that additional money would be paid if un-rippable rock was encountered on the Project.[1] This belief stemmed from clear language in Addendum No. 3:

> "Contractors asked if a unit price would be added to the bid form for the Rock Allowance. Contractors also wanted to know how the determination will be made between blasting and ripping of rock. ***The engineers will review and publish by addendum a standard that all contractors can use to identify the method that will determine if the rock is to be blasted or ripped. The special inspector will monitor and confirm the correct application and note it in all***

[1] "Unclassified" projects, on the other hand, are ones in which no distinction is made between the excavation of earth and rock such that the same lump sum price is paid regardless of the type of material encountered.

Attachment 1 is included with the minutes of the 3-7-12 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.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

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CLERK OF COURT
BEAUFORT SC

reports. The designation of soils will not be changed to unclassified. The idea of adding a unit price section to the bid form will be reviewed.

Addendum No. 4 supported this interpretation by revising the bid form to request unit prices for "Rock Excavation and Removal"and addinga section on "Rock Classification" which read:

> "Rock that can be ripped with a Caterpillar D-8 dozer (or equivalent), as determined by the Owner's Special Inspector or Owner's Geotechnical Consultant, shall not require blasting. The cost for rock removal that can be ripped with the D-8 dozer or equivalent shall be included in the base bid cost and cannot be charged against the rock blasting allowance as noted in Subparagraph 2.04D. Only rock that must be blasted will be considered eligible to be addressed through the rock blasting allowance.

13. The School District's Civil Engineer confirmed that "based on unit priced being on the bid form, the site was classified," but District 5 and Cumming/SMG expressed reluctance to acknowledge this fact. With the exception of very limited areas[2] in which they approved blasting, the Defendants directed Palmetto Grading to refrain from any blasting. Palmetto Grading's progress was severely restricted while the School District and its representatives apparently engaged in extensive internal discussions about ways to avoid paying Palmetto Grading in accordance with the contract terms. Palmetto Grading's progress was also impacted due to the fact that materials which could be ripped contained large pieces of rock and the Defendants would not approve the use of this material as fill or its removal from the site. As a result, Palmetto Grading was forced to stockpile the unsuitable material and import substantial quantities of suitable fill.

14. District 5 and Cumming/SMG further impeded Palmetto Grading's progress during

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[2] District 5's representatives confirmed and quantified the existence of 144.7CY of un-rippable rock in the area of pond 1 outfall on the Project and Palmetto Grading blasted and excavated this material between June 8, 2011 and June 17, 2011.

Attachment 8 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

June and July of 2011 by:

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CLERK OF COURT

a. Failing to provide access to the full limits of the site;

b. Refusing to acknowledge errors in their topographic survey;

c. Refusing to approve the re-use of excavated materials and/or the removal of these materials from the site and their replacement with suitable fill;

d. Failing and refusing to acknowledge Palmetto Grading's written claims and the additional compensation and time requested therein; and,

e. Such other and further manners as may be discovered prior to trial.

15. After having impeded Palmetto Grading's progress the better part of two months, Cummings/SMG issued a letter dated July 22, 2011 giving notice that District 5 was terminating the Site Work contract for convenience. District 5 later issued a written justification for this termination which stated that the cost of paying for all the rock that required blasting was too high.

16. Palmetto Grading objected to the Defendants' actions because, among other things, District 5's purported cost savings were not being achieved by a fair re-bidding of an established scope of work, but rather through private negotiations with other bidders involving different construction standards and specifications that made the job easier (and less expensive) for these other bidders to perform. Such an approach contrasts sharply with the open and fair requirements set forth in the District's Procurement Code.

17. Under a full reservation of rights, Palmetto Grading demobilized from the Project and submitted pay applications in accordance with the agreed schedule of values covering the balance of its work.

18. In response to Palmetto Grading's request for payment, District 5 and Cumming/SMG

Attachment 9 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

countered with heavy handed tactics including, but not limited to,

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CLERK OF COURT
LEXINGTON, SC

a. Failing and refusing to acknowledge that Palmetto Grading was denied access to the full limits of the construction site;

b. Failing and refusing to acknowledge errors in their topographic survey;

c. Failing and refusing to honor written Construction Change Directives that were issued by District 5; signed off on by the School District, Cumming/SMG, and the Architect; and, accepted and performed by Palmetto Grading prior to the termination;

d. Failing and refusing to acknowledge and honor verbal directions given by the Defendants to Palmetto Grading with respect to out-of-scope work;

e. Taking contradictory positions concerning extra payment for rock which could not be "ripped" with a Caterpillar D-8 dozer[3];

f. Their bad faith termination for convenience of Palmetto Grading; and,

g. Their improper re-procurement of the site work on an emergency basis coupled with false and/or misleading statements to members of the School Board and the public at large concerning the justifications for this re-procurement to whit: the Defendants claimed that the replacement contractor had offered to do the same work for less money, when in fact the Defendants had privately negotiated a relaxed set of standards and specifications such that they job was easier (and less expensive) for this contractor to build;

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[3] Originally, the Defendants had claimed that the contract did not allow extra payment for the un-rippable rock which Palmetto Grading was encountering. After agreeing to pay for limited blasting, they terminated Palmetto Grading because the cost of paying for all of the rock which required blasting, was going to be too high. Now, they say that there was no un-ripplable rock which begs the question: why did the Defendants really terminate Palmetto Grading?

Attachment 10 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

h. Their arbitrary, capricious, subjective, and differing application of the construction requirements such that the second site work contractor was allowed to perform the project in manners not made available to Palmetto Grading;

i. Their exclusion of the Project Architect from its contractually defined role in reviewing and approving Pay Applications and resolving claims;

j. Their concealment from members of the School Board and the public at large of opinions expressed by the Project Architect while acting in its official capacity;

k. Their refusal to pay Palmetto Grading in accordance with the agreed upon schedule of values and for percentages of work previously acknowledged by representatives of Cummings/SMG as being complete;

l. District 5's failure to comply with requests made by Palmetto Grading under the Freedom of Information Act in regards to this matter;

m. District 5's wrongful withholding of sums justly due for construction work performed by Palmetto Grading; and,

n. Their repeated and persistent denial of due process to Palmetto Grading such that a reasonable informed person would not believe that District 5 can impartially resolve this dispute as contemplated by its own Procurement Code.

19. Based on the foregoing, Palmetto Grading sues for the relief set forth herein.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment - Right To Fair Trial)

20. Palmetto Grading realleges and incorporates herein by reference each and every allegation set forth in the preceding paragraphs.

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TRIAL CARRIER
CLERK OF COURT

Attachment 11 is Included with the minutes of the 5-7-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-99(e)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

Kim Murphy
4/23/2012

I move the Agenda be amended to include discussion on why Board members were not informed that District 5 is being sued by a contractor for site work at the new high school, a suit that was filed on 12/16/2011, and that an attorney was hired to represent the District without Board authority. (Board Policy BDG and BDG-R requires a majority vote to hire an attorney.)

Attachment 12 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

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MicroScribe OnLine

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES
B - SCHOOL BOARD GOVERNANCE AND OPERATIONS (newly revised)
Policy BDG School Attorney/Legal Services
AR BDG-R School Attorney/Legal Services

Attachment 13 is included with the minutes of the 5-7-12 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.

AR BDG-R School Attorney/Legal Services

Issued 4/06

The board may retain attorneys for the purpose of systematically securing legal services in a timely and organized manner. The following administrative rule sets forth the board's expectations for its legal services. It also serves as a job description for the attorneys.

Qualifications

Attorneys will be licensed to practice law in South Carolina.

Attorneys will be sufficiently familiar with requirements of school laws of the state to enable them to offer the necessary advice.

Attorneys will possess any additional qualifications as the board finds appropriate.

Reports To

Board attorneys' briefings to the board are coordinated by the superintendent, except in unusual circumstances such as personnel matters pertaining to the superintendent. In those instances, the attorneys will report directly to the board. Those briefings will be to the full board, coordinated by the board chairman. The board chairman is the only member of the board authorized to provide direction to the attorneys on behalf of the board.

Appointment

The board will appoint attorneys to advise and represent the district. Attorneys will be the chief legal adviser and representative of the board and will serve at the will of the board.

Evaluation

The board and superintendent will annually evaluate the performance of the attorneys.

Compensation

Compensation for legal services will be negotiated with the board at the time an attorney is appointed or within 30 days of the appointment. The finalization of an appointment is subject to a compensation agreement between the board and the attorney.

Services

A decision to seek legal advice and assistance on behalf of the district may be made by the board or the superintendent. Other district employees will seek legal services through the superintendent. Employees will make such request consistent within standard procedures.

The board and administration will make all requests for legal services, including routine information and assistance, in a timely and organized manner and in accordance with board policy. The attorney will provide the board with periodic legal briefings and a status report on all requests for assistance that have not been provided or completed within 30 days of the request. The attorney will give the board a monthly

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Policy BDG School Attorney/Legal Services

Issued 4/06

Purpose: To establish the basic structure for the board's need for and relationship with its attorney.

The increasing complexity of school board operations requires the frequent procurement of legal services. Consequently, the board, by majority vote, may designate attorneys to counsel the board and administration on legal matters involving the district's welfare.

The attorney will serve at the pleasure of the board and will be paid for services rendered.

The board may ask the attorney to attend such board meetings or other meetings as may be needed. A decision to seek legal advice or assistance on behalf of the school system may be made by the superintendent or the board. Such action will be taken as consistent with board policy and as it meets an obvious need of the board. It may take place as a consequence of formal board direction.

Except in unusual circumstances, the board will make all communications to the school attorney through the superintendent or board chairman.

Adopted 11/16/81; Revised 4/24/06

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

Attachment 14 is included with the minutes of the 5-7-12 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
May 7, 2012

I move that the Agenda be amended to include discussion on why Board members were not informed that District 5 is being sued for building a school on top of a land owners easement and only access to their property – a suit that was filed on March 8, 2012 and where there have been four board meetings since that date to inform the board; and that attorneys were hired to represent the District without board authority. (Board Policy BDG and BGD-R requires a majority vote to hire an attorney.)

Attachment 15 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF RICHLAND	)	
Precision Property Development, LLC,	)	CA No.: 2009-CP-40-5502
	)	
	)	**AMENDED COMPLAINT**
Plaintiff,	)	(Non-Jury)
	)	
-vs-	)	
	)	
School District Five of Richland & Lexington Counties,	)	
	)	
Defendant.	)	

Attachment 16 is included with the minutes of the 5-7-12 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.

The Plaintiff, complaining of the Defendant, alleges that:

1. The Plaintiff, Precision Property Development, LLC (hereinafter PPD) is a South Carolina limited liability company that owns and develops real estate.
2. The Defendant School District Five of Richland & Lexington Counties (hereinafter District 5) is a body politic within the state of South Carolina that owns and operates public schools.
3. In 1958, Stuckey Lumber Company (hereinafter Stuckey Lumber) publicly dedicated by deed, a 66' easement and right of way (hereinafter "the Road") for streets or roads (hereinafter the Road) to the Supervisor and Board of Commissioners of Richland County n/k/a Richland County (hereinafter Richland County).
4. This Road was over and across that portion of approximately 124 acres (hereinafter the Stuckey Lumber Tract) lying between Kennerly Road and property of James Harman (hereinafter the Harman Tract). As described in the deed, the Road commenced at Kennerly Road and extended approximately 2,000' to the Harmon Tract; as is more fully shown on a plat dated April 11, 1955 and prepared by B.P.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

Barber and Associates for Stuckey Lumber and recorded in the public records of Richland County at Plat Book X at Page 709 in December 1968.

5. Richland County accepted this public dedication of the Road as shown by the signature of the Supervisor and Chairman of the Richland County Board of Commissioners.
6. Since 1955, the Road has been open to and used by the public, and the owners of the Harman Tract and their successors used the Road for access to the Harman Tract.
7. In May 2005, PPD acquired an approximately 140 acre parcel of real property (hereinafter the River Glade Property) on the Broad River in Richland County for development as a residential subdivision (hereinafter the Subdivision). This property is derived from the Harman Tract and has no suitable public access other than the Road.
8. Thereafter PPD, in reliance upon an ability to use the Road for the Subdivision and at great expense, installed roads and otherwise developed the PPD Property with approximately 43 residential building lots (hereinafter the Lots), but has been unable to sell the Lots for lack of final approval by Richland County.
9. At the time it acquired the River Glade Property, PPD believed that Geiger Road, a county maintained road upon private property and located adjacent to the District 5 Property, was the Road described in the Road Easement.
10. Although PPD claims a prescriptive easement to use Geiger Road for ingress and egress, Geiger Road is too narrow for PPD to obtain final approval by Richland

Attachment 17 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

County for the Subdivision and the private owners contest PPD's right to use the road.

11. District 5 became interested in the construction of a public school upon an approximately 27 acre parcel of real property on Kennerly Road in Richland County (hereinafter District 5 Property); an October 2004 Boundary Survey of the District 5 Property for District 5 does not show the Road, but does state that "[t]here may be additional easements which affect this property but were not known to us."
12. In March 2005, District 5 acquired the District 5 Property which is derived from the Stuckey Lumber Tract. The District 5 Property is subject to the publicly dedicated Road and the Road is located upon the District 5 Property.
13. PPD and the prospective real property owners in the River Glade subdivision have an easement of access to use the public Road across the District 5 property.
14. Despite the presence of a publicly dedicated Road on its property, District 5 constructed buildings and other improvements on the property which obstruct the use of the Road by members of the public and PPD.
15. The obstruction of the Road by District 5 specifically interferes each day with PPD's use and enjoyment of its River Glade Property and blocks the only means of public access to the property.
16. District 5 has usurped the authority of Richland County and has in effect closed this public road without proper due process and without following the statutory procedure for closing public roads as set forth in S.C. Code Ann. §57-9-10 et. al.
17. On August 17, 2007, PPD wrote the District 5 and demanded that they remove the obstruction to the Road.

Attachment 18 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

18. District 5 has and continues to refuse to remove the obstruction from the Road.

FOR A FIRST CAUSE OF ACTION
(Abatement of Public Nuisance)

19. The action of District 5 in obstructing a public road is a public nuisance.

20. As a direct and proximate result of District 5's maintenance of a public nuisance by obstructing and closing the public Road, PPD has suffered special damages as follows:

    a. Expenses incurred to locate an alternate road;

    b. Carrying costs for the Subdivision incurred as a result of the inability to obtain final approval; and

    c. Loss of market opportunity for sale of the Lots.

21. PPD is informed and believes it is entitled to the following legal and equitable relief.

    a. For an affirmative injunction requiring District 5 to abate the public nuisance of its obstruction of a public road which continually interferes with PPD's use and enjoyment of its River Glade Property and the use of the Road by the public;

    b. For a money judgment against District 5 for all actual and special damages incurred by PPD as a direct and proximate result of its maintenance of a public nuisance in the form of an obstruction of the public road.

FOR A SECOND CAUSE OF ACTION
(Inverse Condemnation)

22. The allegations of the preceding paragraphs are realleged as if fully repeated herein.

23. As an abutting landowner, PPD has an easement for access to the Road which abuts its property.

Attachment 19 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

24. As a landowner, PPD also has an easement of access to the public road system.

25. By constructing buildings and other improvements which effectively obstruct and deny access to and use of the Road for ingress and egress to PPD's property, District 5 has "taken" PPD's easements of access to the Road and the public road system without just compensation to PPD in violation of Article I, § 13 of the South Carolina Constitution and the Fifth Amendment to the United States Constitution.

26. PPD has no other access to its property or the public road system or any other means of ingress or egress to its property without using a private road with the permission of its owners.

27. The actions of District 5 have deprived PPD of the ordinary beneficial use and enjoyment of its property without just compensation.

28. PPD is entitled to judgment against District 5 for just compensation for the taking of its sole easements of access to its property.

TODD & WARD, PC

_____

Tobias G. Ward, Jr., Esquire
Attorney for the Plaintiff
Post Office Box 1549
Columbia, SC 29202-1549
(803) 779-4383

Dated:_____,2009

Attachment 20 is included with the minutes of the 5-7-12 meeting, at the request of Board member Kim Murphy pursuant to S.C. Code Ann. §30-4-80(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF RICHLAND	)	
Precision Property Development, LLC,	)	CA No.: 2009-CP-40-5502
Plaintiff,	)	**AMENDED COMPLAINT** (Non-Jury)
-vs-	)	
School District Five of Richland & Lexington Counties,	)	
Defendant.	)	

Attachment 21 is included with the minutes of the 5-7-12 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.

The Plaintiff, complaining of the Defendant, alleges that:

1. The Plaintiff, Precision Property Development, LLC (hereinafter PPD) is a South Carolina limited liability company that owns and develops real estate.
2. The Defendant School District Five of Richland & Lexington Counties (hereinafter District 5) is a body politic within the state of South Carolina that owns and operates public schools.
3. In 1958, Stuckey Lumber Company (hereinafter Stuckey Lumber) publicly dedicated by deed, a 66' easement and right of way (hereinafter "the Road") for streets or roads (hereinafter the Road) to the Supervisor and Board of Commissioners of Richland County n/k/a Richland County (hereinafter Richland County).
4. This Road was over and across that portion of approximately 124 acres (hereinafter the Stuckey Lumber Tract) lying between Kennerly Road and property of James Harman (hereinafter the Harman Tract). As described in the deed, the Road commenced at Kennerly Road and extended approximately 2,000' to the Harmon Tract; as is more fully shown on a plat dated April 11, 1955 and prepared by B.P.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

Barber and Associates for Stuckey Lumber and recorded in the public records of Richland County at Plat Book X at Page 709 in December 1968.

5. Richland County accepted this public dedication of the Road as shown by the signature of the Supervisor and Chairman of the Richland County Board of Commissioners.
6. Since 1955, the Road has been open to and used by the public, and the owners of the Harman Tract and their successors used the Road for access to the Harman Tract.
7. In May 2005, PPD acquired an approximately 140 acre parcel of real property (hereinafter the River Glade Property) on the Broad River in Richland County for development as a residential subdivision (hereinafter the Subdivision). This property is derived from the Harman Tract and has no suitable public access other than the Road.
8. Thereafter PPD, in reliance upon an ability to use the Road for the Subdivision and at great expense, installed roads and otherwise developed the PPD Property with approximately 43 residential building lots (hereinafter the Lots), but has been unable to sell the Lots for lack of final approval by Richland County.
9. At the time it acquired the River Glade Property, PPD believed that Geiger Road, a county maintained road upon private property and located adjacent to the District 5 Property, was the Road described in the Road Easement.
10. Although PPD claims a prescriptive easement to use Geiger Road for ingress and egress, Geiger Road is too narrow for PPD to obtain final approval by Richland

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

Attachment 22. is included with the minutes of the 5-1-12 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.

County for the Subdivision and the private owners contest PPD's right to use the road.

11. District 5 became interested in the construction of a public school upon an approximately 27 acre parcel of real property on Kennerly Road in Richland County (hereinafter District 5 Property); an October 2004 Boundary Survey of the District 5 Property for District 5 does not show the Road, but does state that "[t]here may be additional easements which affect this property but were not known to us."
12. In March 2005, District 5 acquired the District 5 Property which is derived from the Stuckey Lumber Tract. The District 5 Property is subject to the publicly dedicated Road and the Road is located upon the District 5 Property.
13. PPD and the prospective real property owners in the River Glade subdivision have an easement of access to use the public Road across the District 5 property.
14. Despite the presence of a publicly dedicated Road on its property, District 5 constructed buildings and other improvements on the property which obstruct the use of the Road by members of the public and PPD.
15. The obstruction of the Road by District 5 specifically interferes each day with PPD's use and enjoyment of its River Glade Property and blocks the only means of public access to the property.
16. District 5 has usurped the authority of Richland County and has in effect closed this public road without proper due process and without following the statutory procedure for closing public roads as set forth in S.C. Code Ann. §57-9-10 et. al.
17. On August 17, 2007, PPD wrote the District 5 and demanded that they remove the obstruction to the Road.

Attachment 23 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

18. District 5 has and continues to refuse to remove the obstruction from the Road.

FOR A FIRST CAUSE OF ACTION
(Abatement of Public Nuisance)

19. The action of District 5 in obstructing a public road is a public nuisance.

20. As a direct and proximate result of District 5's maintenance of a public nuisance by obstructing and closing the public Road, PPD has suffered special damages as follows:

    a. Expenses incurred to locate an alternate road;

    b. Carrying costs for the Subdivision incurred as a result of the inability to obtain final approval; and

    c. Loss of market opportunity for sale of the Lots.

21. PPD is informed and believes it is entitled to the following legal and equitable relief.

    a. For an affirmative injunction requiring District 5 to abate the public nuisance of its obstruction of a public road which continually interferes with PPD's use and enjoyment of its River Glade Property and the use of the Road by the public;

    b. For a money judgment against District 5 for all actual and special damages incurred by PPD as a direct and proximate result of its maintenance of a public nuisance in the form of an obstruction of the public road.

FOR A SECOND CAUSE OF ACTION
(Inverse Condemnation)

22. The allegations of the preceding paragraphs are realleged as if fully repeated herein.

23. As an abutting landowner, PPD has an easement for access to the Road which abuts its property.

Attachment 24 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by Kim Murphy for attachment to the Minutes.

24. As a landowner, PPD also has an easement of access to the public road system.

25. By constructing buildings and other improvements which effectively obstruct and deny access to and use of the Road for ingress and egress to PPD's property, District 5 has "taken" PPD's easements of access to the Road and the public road system without just compensation to PPD in violation of Article I, § 13 of the South Carolina Constitution and the Fifth Amendment to the United States Constitution.

26. PPD has no other access to its property or the public road system or any other means of ingress or egress to its property without using a private road with the permission of its owners.

27. The actions of District 5 have deprived PPD of the ordinary beneficial use and enjoyment of its property without just compensation.

28. PPD is entitled to judgment against District 5 for just compensation for the taking of its sole easements of access to its property.

TODD & WARD, PC

_____

Tobias G. Ward, Jr., Esquire
Attorney for the Plaintiff
Post Office Box 1549
Columbia, SC 29202-1549
(803) 779-4383

Dated:_____,2009

Attachment 25 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

Richland County
Fifth Judicial Circuit
Public Index Search

Back New Search County Home Page

Precision Property Development LLC vs School District Five Of Richland and Lexington Counties

Case Number: 2012CP4001844R
Court Agency: Richland County Common Pleas
Filed Date: 03/08/2012
Case Type: Common Pleas
Case Sub Type: Torts/Other 399
File Type: Non-Jury
Status: Pending
Assigned Judge:
Disposition:
Disposition Date
Disposition Judge:
Original Source Doc:
Original Case #:
Judgment Number:

Parties | Judgments | Actions | Associated Cases
Tax Map Information

Parties

Name	Address	Race	Sex	Date of Birth	Party Type Description	Status
Precision Property Development LLC					Plaintiff	Active
Ward, Tobias Gavin	Tobias G. Ward Jr. PA PO Box 6138 Columbia SC 29260				Plaintiff Attorney	Active
School District Five Of Richland and Lexington Counties					Defendant	Active
Wren, Michael Brian	Davidson Morrison & Lindemann, Pa P.O. Box 8568 Columbia SC 29202-8568				Defendant Attorney	Active
Ward, Tobias Gavin Jr	Tobias G. Ward Jr. PA PO Box 6138 Columbia SC 29260				Plaintiff Attorney	Active
Precision Property Development LLC					Plaintiff	Active
Wren, Michael Brian	Davidson Morrison & Lindemann, Pa P.O. Box 8568 Columbia SC 29202-8568				Defendant Attorney	Active
School District Five Of Richland and Lexington Counties					Defendant	Active

CMS 5.5.07.02
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Attachment 26 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

MicroScribe OnLine

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES
B - SCHOOL BOARD GOVERNANCE AND OPERATIONS (newly revised)
Policy BDG School Attorney/Legal Services
AR BDG-R School Attorney/Legal Services

Attachment 27 is included with the minutes of the 5-7-12 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.

AR BDG-R School Attorney/Legal Services

Issued 4/06

The board may retain attorneys for the purpose of systematically securing legal services in a timely and organized manner. The following administrative rule sets forth the board's expectations for its legal services. It also serves as a job description for the attorneys.

Qualifications

Attorneys will be licensed to practice law in South Carolina.

Attorneys will be sufficiently familiar with requirements of school laws of the state to enable them to offer the necessary advice.

Attorneys will possess any additional qualifications as the board finds appropriate.

Reports To

Board attorneys' briefings to the board are coordinated by the superintendent, except in unusual circumstances such as personnel matters pertaining to the superintendent. In those instances, the attorneys will report directly to the board. Those briefings will be to the full board, coordinated by the board chairman. The board chairman is the only member of the board authorized to provide direction to the attorneys on behalf of the board.

Appointment

The board will appoint attorneys to advise and represent the district. Attorneys will be the chief legal adviser and representative of the board and will serve at the will of the board.

Evaluation

The board and superintendent will annually evaluate the performance of the attorneys.

Compensation

Compensation for legal services will be negotiated with the board at the time an attorney is appointed or within 30 days of the appointment. The finalization of an appointment is subject to a compensation agreement between the board and the attorney.

Services

A decision to seek legal advice and assistance on behalf of the district may be made by the board or the superintendent. Other district employees will seek legal services through the superintendent. Employees will make such request consistent within standard procedures.

The board and administration will make all requests for legal services, including routine information and assistance, in a timely and organized manner and in accordance with board policy. The attorney will provide the board with periodic legal briefings and a status report on all requests for assistance that have not been provided or completed within 30 days of the request. The attorney will give the board a monthly

MicroScribe OnLine

Policy BDG School Attorney/Legal Services

Issued 4/06

Purpose: To establish the basic structure for the board's need for and relationship with its attorney.

The increasing complexity of school board operations requires the frequent procurement of legal services. Consequently, the board, by majority vote, may designate attorneys to counsel the board and administration on legal matters involving the district's welfare.

The attorney will serve at the pleasure of the board and will be paid for services rendered.

The board may ask the attorney to attend such board meetings or other meetings as may be needed. A decision to seek legal advice or assistance on behalf of the school system may be made by the superintendent or the board. Such action will be taken as consistent with board policy and as it meets an obvious need of the board. It may take place as a consequence of formal board direction.

Except in unusual circumstances, the board will make all communications to the school attorney through the superintendent or board chairman.

Adopted 11/16/81; Revised 4/24/06

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES

Attachment 28 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

Gmail by Google

Kim Murphy <movingmountainskwm@gmail.com>

Assessed Values

Kim Murphy <movingmountainskwm@gmail.com> Mon, May 7, 2012 at 12:55 AM
To: kefulmer@lexrich5.org
Cc: Beth Hutchison <EFH@sc.rr.com>, Beth Watson <bhwatson@lex5.k12.sc.us>, "bhwatson@lexrich5.org" <bhwatson@lexrich5.org>, "ebaumgar@lexrich5.org" <ebaumgar@lexrich5.org>, Ed White <ekw@sc.rr.com>, Ed White <EWhite@lex5.k12.sc.us>, Ellen Baumgardner <EBaumgar@lex5.k12.sc.us>, Ellen Baumgardner <ebaumgardner@sc.rr.com>, "ewhite@lexrich5.org" <ewhite@lexrich5.org>, "Gantt, Robert" <ganttrw@bellsouth.net>, Jan Hammond <jhammond@lex5.k12.sc.us>, JanH08 <janh08@aol.com>, Jim Turner <jturner@lex5.k12.sc.us>, jimturnjr <jimturnjr@gmail.com>, Kim Murphy <kwmurphy@lex5.k12.sc.us>, Kim Murphy <movingmountainskwm@gmail.com>, Robert Gantt <rgantt@lex5.k12.sc.us>, Stephen Hefner <shefner@lexrich5.org>, Superintendent Steve Hefner <swhefner@gmail.com>

Dear Dr. Fulmer,
Thank you for sending some of the information related to the assessed value of the District. In the email below, I requested your calculation for the millage rate. Please provide that information to help me prepare for the meeting tomorrow night. Can you also provide the same information for last year's assessed value so that I can come the two years?

I also requested the date when the counties valuation is available. For tomorrow night's meeting, Can you please find out from the counties when their very latest update is available to us prior to the September 2012?

Thank you very much,
Kim Murphy
On Mon, Apr 30, 2012 at 4:43 PM, Kim Murphy <movingmountainskwm@gmail.com> wrote:

> Dear Dr. Fulmer,
>
> I have not yet received a copy of documents that indicate the assessed value* of the District for each county for the purpose of establishing the millage rate for the General Fund budget. (I am assuming the documentation will indicate property value (6% and 4%), vehicle value, fee in lieu, etc.) I would also like to know the calculation for the basis of the millage rate. Can you please forward the information to me as soon as possible.
>
> One more question... What date do the Counties have the valuation available?
>
> Thank you,
>
> Kim
>
> Please provide the assessed value used for the purpose of determining 8% money and the 8% value.

--
Kim Murphy 446-6565
154 Old Laurel Lane
Chapin, SC 29036

The information was not provided at work session.

--
Kim Murphy 446-6565
154 Old Laurel Lane
Chapin, SC 29036

Attachment 29 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.

Gmail by Google

Kim Murphy <movingmountainskwm@gmail.com>

Budget PowerPoint

Kim Murphy <movingmountainskwm@gmail.com> Mon, May 7, 2012 at 1:26 AM
To: kefulmer@lexrich5.org
Cc: Beth Hutchison <EFH@sc.rr.com>, Beth Watson <bhwatson@lex5.k12.sc.us>, "bhwatson@lexrich5.org" <bhwatson@lexrich5.org>, "ebaumgar@lexrich5.org" <ebaumgar@lexrich5.org>, Ed White <ekw@sc.rr.com>, Ed White <EWhite@lex5.k12.sc.us>, Ellen Baumgardner <EBaumgar@lex5.k12.sc.us>, Ellen Baumgardner <ebaumgardner@sc.rr.com>, "ewhite@lexrich5.org" <ewhite@lexrich5.org>, "Gantt, Robert" <ganttrw@bellsouth.net>, Jan Hammond <jhammond@lex5.k12.sc.us>, JanH08 <janh08@aol.com>, Jim Turner <jturner@lex5.k12.sc.us>, jimturnjr <jimturnjr@gmail.com>, Kim Murphy <kwmurphy@lex5.k12.sc.us>, Kim Murphy <movingmountainskwm@gmail.com>, Robert Gantt <rgantt@lex5.k12.sc.us>, Superintendent Steve Hefner <swhefner@gmail.com>, Stephen Hefner <shefner@lexrich5.org>

Dear Dr. Fulmer,
Can you please email the PowerPoint that you plan on using for tonight's budget work session that your memo indicate's has answers to questions we had previously submitted. I was hopeful that I would have received these answers in our board packet last Thursday so I could use them to prepare for the board meeting. So that I can be better prepared, please provide them to me before noon today.

In addition, I requested at our last board meeting that the material on page 5 in the PowerPoint related to the millage rates in the Lexington and Richland County school districts be updated to reflect the student enrollment. I was hopeful that that information would have also been included in the board packet. Can you provide that to me before noon? Please also provide the total revenue generated last year for each district from the millage rate indicated on page 5 so that we can see a true cost per student comparison.

Thank you,
Kim Murphy
--
Kim Murphy 446-6565
154 Old Laurel Lane
Chapin, SC 29036

The information was not provided at work session

Attachment 30 is included with the minutes of the 5-7-12 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.

Item "For The Record" requested by **Kim Murphy** for attachment to the Minutes.