district five
OF LEXINGTON & RICHLAND COUNTIES

AGENDA
BOARD OF TRUSTEES
CROSSROADS MIDDLE SCHOOL'S CAFETERIA
MAY 21, 2012

1. Call to order at **6:00 p.m.**

2. Enter executive session to consider the following:

   a. Selected employment items (Exhibit A)
   b. Personnel matters related to the organization of the District's Administrative Staff for 2012-2013

3. Welcoming remarks at **7:00 p.m.**

4. Invocation – Buddy Price

5. Pledge of Allegiance – Robert Gantt

6. School Board Spotlight

7. Approve the agenda

8. Superintendent's report
   a. Vision 2015

   b. Financial Services
      1. Monthly Financial Reports (Exhibit B)

9. Public participation*

ACTION AGENDA (30 minutes)

10. Items considered in executive session

11. Approval of Resolution for the sale of 8% bonds (Exhibit C)

12. First reading approval of the 2012-2013 General Fund Budget (Exhibit D)

13. Approve the minutes of the May 7, 2012 board meeting **(3 minutes)**

DISCUSSION AGENDA

14. Committee recommendation for name of new high school (Exhibit E)

15. Proposed resolution requesting flexibility for state funded instructional materials (Exhibit F)

16. Adjourn at **9:30 p.m.**

FOR YOUR INFORMATION

17. The next regular scheduled board meeting will be June 11, 2012 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.

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

A = Absent
AB = Abstain
N = No
X = Yes
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 by Google

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

Note: at the 5/7/12 Board meeting, Dr. Tolmer 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 although the Board was not informed of the errors. No new budget book was provided to the Board for this meeting (5/7/12) which is to be the budget workshop

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?

Gmail by Google

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.

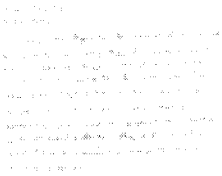
Sincerely,
Kim Murphy

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,

v.

District 5 of Lexington & Richland Counties and Cumming/SMG Management Group,

Defendants.

COMPLAINT
(Jury Trial Demanded)

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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2011 DEC 16 P 1:00
BETH A. CARRIG
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 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.

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").

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2017 DEC 18 P 1:00
BETH A. CARRIGG
CLERK OF COURT

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 Dec 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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2011 DEC 16 P 1:00
CLERK OF COURT
CHARLESTON 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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2011 DEC 16 P 1:00
BETH A. CARRIGG
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 5-9-12 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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2011 DEC 16 P 1:00
BETH A. CARRIGG
CLERK OF COURT

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 3-12-12 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.

Attachment 11 is included with the minutes of the 5-9-16 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.

FILED
DEC 16 P 1:00
CLERK OF COURT
BERKELEY COUNTY, SC

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.

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

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

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

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
Plaintiff,	)	**AMENDED COMPLAINT** (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 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.

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. §30-4-90(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 2 is included with the minutes of the 5-2-12 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 3-2-18 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

_____

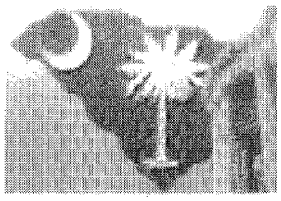
Tobias G. Ward, Jr., Esquire
Attorney for the Plaintiff
Post Office Box 1549
Columbia, SC 29202-1549
(803) 779-4383

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 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.

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.

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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

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

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.

Exhibit B

APRIL 2012 REVENUE

SCHOOL DISTRICT 5 LEXINGTON/RICHLAND CO

REVENUE BUDGET REPORT BY ACCOUNT

FY 2011-2012

CURRENT PERIOD: APRIL 2012

		FY 2011-2012 Original Budget	Current Month	Year to Date Revenue	Remaining Balance
Revenue From Local Sources:					
11100	Tax Levies	$ 40,349,649.00	$ 14,701.80	$ 39,440,971.16	$ 908,677.84
11120	Vehicle Taxes	$ 7,819,315.00	$ 404,461.45	$ 6,996,287.68	$ 823,027.32
11130	Current Tax Penalities	$ 310,000.00	$ 22,502.75	$ 346,092.89	$ (36,092.89)
11400	Deliquent Taxes & Penalities	$ 1,400,000.00	$ 141,824.09	$ 1,619,837.94	$ (219,837.94)
12800	Revenue in Lieu of Taxes	$ 416,169.00	$ -	$ 861,588.60	$ (445,419.60)
13100	Regular School Day Patron	$ -			$ -
15100	Interest on Investments	$ 100,000.00	$ 8,720.55	$ 73,572.05	$ 26,427.95
17400	Student Fees	$ 50,000.00	$ -	$ 81,660.92	$ (31,660.92)
19100	Rentals	$ 50,000.00	$ 6,060.00	$ 45,786.95	$ 4,213.05
19930	Insurance Settlements	$ -			$ -
19500	Refund of Prior Year Expenditures	$ 5,000.00	$ -	$ 6,519.47	$ (1,519.47)
19990	Other Local Revenue	$ 10,000.00	$ 4,019.73	$ 27,230.79	$ (17,230.79)
	Total Local Revenue	$ 50,510,133.00	$ 602,290.37	$ 49,499,548.45	$ 1,010,584.55
Revenue From State Sources:					
31290	Consolidated Funds	$ -			$ -
31600	School Bus Driver Salaries	$ 537,739.00	$ 57,445.90	$ 486,343.30	$ 51,395.70
31800	Fringe Benefits Contributions	$ 12,504,822.00	$ 1,111,820.72	$ 10,722,579.55	$ 1,782,242.45
31810	Retiree Insurance	$ 2,700,578.00	$ 317,244.05	$ 2,617,607.89	$ 82,970.11
33000	Education Finance Act	$ 29,037,292.00	$ 3,040,298.48	$ 24,676,899.10	$ 4,360,392.90
38100	Act 388 - One Cent Prop. Tax Relief	$ 27,996,015.00	$ 2,799,601.50	$ 19,597,210.50	$ 8,398,804.50
38100	Reimbursement For Prop. Tax Relief	$ 10,580,071.00	$ 1,058,007.10	$ 10,580,071.04	$ (0.04)
38200	Homestead Expemption	$ 1,758,200.00	$ 1,758,200.49	$ 1,758,200.49	$ (0.49)
38300	Merchant's Inventory Tax	$ 213,955.00	$ 49,220.20	$ 209,686.54	$ 4,268.46
38400	Manfacturer's Depreciation Reimbursement	$ 303,663.00	$ -	$ -	$ 303,663.00
38900	Motor Carrier Revenue	$ 125,000.00	$ 796.56	$ 119,378.51	$ 5,621.49
39900	Other State Revenue	$ 67,944.00	$ -	$ 44,000.41	$ 23,943.59
	Total State Revenue	$ 85,825,279.00	$ 10,192,635.00	$ 70,811,977.33	$ 15,013,301.67
Transfer From Other Funds					
52800	Indirect Costs Transfer	$ 600,000.00	$ 6,802.16	$ 121,298.83	$ 478,701.17
52300	Transfer from EIA	$ 2,452,880.00	$ -	$ 1,575,507.14	$ 877,372.86
	Total Transfers	$ 3,052,880.00	$ 6,802.16	$ 1,696,805.97	$ 1,356,074.03
	Federal Stimilus Funds	$ -			
19999	Operational Balance	$ 2,935,628.00	$ -	$ -	$ 2,935,628.00
	Total	$ 142,323,920.00	$ 10,801,727.53	$ 122,008,331.75	$ 20,315,588.25

SCHOOL DIST 5 LEXINGTON/RICHLAND CO

REVENUE BUDGET REPORT

CURRENT PERIOD: 04/01/2012 TO 04/30/2012

FY 2011-2012

ACCOUNT		BUDGETED REVENUE	CURRENT REVENUE	YEAR TO DATE REVENUE	REMAINING BALANCE	PCT
100-001-110-0000-00	LEVIES - CUR. OPERATION	27,841,258.00	14,701.80	28,804,790.54	-963,532.54	-3
100-001-110-0001-00	LEX. CO. VEHICLE TAXES	4,066,044.00	404,461.45	3,938,084.60	127,959.40	3
100-001-110-0002-00	STATE SALES & USE TAX (	0.00	0.00	973.48	-973.48	0
100-001-110-0003-00	RICH. CO. CURRENT TAXE	12,508,391.00	0.00	10,635,207.14	1,873,183.86	15
100-001-110-0005-00	LEX. CO. DELINQUENT TA	784,000.00	141,824.09	1,112,259.33	-328,259.33	-42
100-001-110-0006-00	RICH. CO. DELINQUENT T/	616,000.00	0.00	507,578.61	108,421.39	18
100-001-110-0007-00	RICH. CO. VEHICLE TAXES	3,753,271.00	0.00	3,058,203.08	695,067.92	19
100-001-140-0000-00	PENALTIES/INTEREST - LE	179,800.00	22,502.75	224,867.57	-45,067.57	-25
100-001-140-0001-00	PENALTIES/INTEREST - RI	130,200.00	0.00	121,225.32	8,974.68	7
100-001-280-0000-00	FEE IN LIEU OF TAXES - LE	416,169.00	0.00	861,588.60	-445,419.60	-107
100-001-310-1000-00	INSTRUCTIONAL FEES - T/	0.00	0.00	5,012.34	-5,012.34	0
100-001-350-0003-00	SUMMER SCHOOL TUITIO	0.00	0.00	985.00	-985.00	0
100-001-510-0000-00	INTEREST ON INVESTMEN	100,000.00	8,720.55	73,572.05	26,427.95	26
100-001-740-0000-00	REVENUE - STUDENT FEES	50,000.00	0.00	75,663.58	-25,663.58	-51
100-001-910-0000-00	RENTALS OF PROPERTIES	50,000.00	0.00	0.00	50,000.00	100
100-001-950-0000-00	REFUND ON PRIOR YEAR'S	5,000.00	0.00	3,957.90	1,042.10	21
100-001-950-0001-00	REFUND OF PRIOR YEAR -	0.00	0.00	2,561.57	-2,561.57	0
100-001-990-0000-00	MISC. LOCAL REVENUE	10,000.00	4,019.73	25,853.88	-15,853.88	-159
100-001-990-0008-00	MISC REVENUE-FACILITIE	0.00	6,060.00	45,786.95	-45,786.95	0
100-001-999-0000-00	ALLOC. OF BEGIN. FUND E	2,935,628.00	0.00	0.00	2,935,628.00	100
100-003-160-0000-00	BUS DRIVERS SALARY	537,739.00	57,445.90	427,971.96	109,767.04	20
100-003-162-0000-00	BUS DRIVERS WORKERS C	0.00	0.00	58,371.34	-58,371.34	0
100-003-180-0000-00	FRINGE BENEFITS - EMPL(	12,504,822.00	1,111,820.72	10,722,579.55	1,782,242.45	14
100-003-181-0000-00	RETIREE FRINGE - EMPLO	2,700,578.00	317,244.05	2,617,607.89	82,970.11	3
100-003-310-0000-00	EFA REVENUE TOTALS	29,037,292.00	0.00	0.00	29,037,292.00	100
100-003-311-0000-00	EFA REVENUE - KINDERG/	0.00	157,596.88	1,490,005.71	-1,490,005.71	0
100-003-312-0000-00	EFA REVENUE - PRIMARY	0.00	429,791.88	4,246,517.88	-4,246,517.88	0
100-003-313-0000-00	EFA REVENUE - ELEMENT.	0.00	669,686.94	6,681,749.71	-6,681,749.71	0
100-003-314-0000-00	EFA REVENUE - SECONDA	0.00	167,102.48	2,025,669.84	-2,025,669.84	0
100-003-315-0000-00	EFA REVENUE - T.M.H.	0.00	8,908.26	89,559.44	-89,559.44	0
100-003-316-0000-00	EFA REVENUE - SPEECH	0.00	160,554.03	1,987,261.18	-1,987,261.18	0
100-003-317-0000-00	EFA REVENUE - HOMEBOU	0.00	1,521.00	70,853.52	-70,853.52	0
100-003-321-0000-00	EFA REVENUE - EMOTION.	0.00	14,880.00	199,812.27	-199,812.27	0
100-003-322-0000-00	EFA REVENUE - E.M.H.	0.00	7,463.58	91,153.74	-91,153.74	0
100-003-323-0000-00	EFA REVENUE - L.D.	0.00	166,245.88	1,576,989.26	-1,576,989.26	0
100-003-324-0000-00	EFA REVENUE - HEARING	0.00	5,387.74	71,332.45	-71,332.45	0
100-003-325-0000-00	EFA REVENUE - VISUALLY	0.00	4,449.39	46,464.58	-46,464.58	0
100-003-326-0000-00	EFA REVENUE - ORTHOPE	0.00	6,413.27	53,178.32	-53,178.32	0

SCHOOL DIST 5 LEXINGTON/RICHLAND CO
REVENUE BUDGET REPORT
CURRENT PERIOD: 04/01/2012 TO 04/30/2012
FY 2011-2012

ACCOUNT		BUDGETED REVENUE	CURRENT REVENUE	YEAR TO DATE REVENUE	REMAINING BALANCE	PCT
100-003-327-0000-00	EFA REVENUE - VOCATIOI	0.00	534,903.99	5,028,429.78	-5,028,429.78	0
100-003-331-0000-00	EFA REVENUE - AUTISM	0.00	20,619.83	333,148.09	-333,148.09	0
100-003-375-0000-00	ED FOUNDATION SUPPLEI	0.00	684,773.33	684,773.33	-684,773.33	0
100-003-810-0000-00	PROPERTY TAX RELIEF RE	6,611,007.00	661,100.29	6,611,007.02	-0.02	0
100-003-810-0001-00	PROPERTY TAX RELIEF RE	3,969,064.00	396,906.81	3,969,064.02	-0.02	0
100-003-820-0000-00	HOMESTEAD EXEMPTION	1,230,740.00	1,197,542.42	1,197,542.42	33,197.58	3
100-003-820-0001-00	HOMESTEAD EXEMPTION	527,460.00	560,658.07	560,658.07	-33,198.07	-6
100-003-825-0000-00	TIER III PROPERTY TAX RI	27,996,015.00	2,799,601.50	19,597,210.50	8,398,804.50	30
100-003-830-0000-00	MERCHANTS INV TAX REI	196,881.00	49,220.20	196,880.80	0.20	0
100-003-830-0001-00	MERCHANT INV TAX RELI	17,074.00	0.00	12,805.74	4,268.26	25
100-003-840-0000-00	MANUFACTURERS DEPR R	300,626.00	0.00	0.00	300,626.00	100
100-003-840-0001-00	MANUFACTURERS DEPR R	3,037.00	0.00	0.00	3,037.00	100
100-003-890-0000-00	MOTOR CARRIER VEH TA	87,500.00	796.56	82,614.37	4,885.63	6
100-003-890-0001-00	MOTOR CARRIER VEH TA	37,500.00	0.00	36,764.14	735.86	2
100-003-990-0000-00	OTHER STATE REVENUE	67,944.00	0.00	0.00	67,944.00	100
100-003-992-0000-00	STATE FOREST COMMISSI	0.00	0.00	44,000.41	-44,000.41	0
100-005-230-0000-00	TRANSFER FROM EIA FUN	2,452,880.00	0.00	1,575,507.14	877,372.86	36
100-005-280-0000-00	TRANS FROM OTHER FUN	600,000.00	6,802.16	121,298.83	478,701.17	80
100-005-300-0001-00	SALE OF FIXED ASSET	0.00	0.00	1,376.91	-1,376.91	0
		142,323,920.00	10,801,727.53	122,008,331.75	20,315,588.25	14

APRIL 2012 EXPENDITURES

SCHOOL DIST 5 LEXINGTON/RICHLAND CO

EXPENDITURE BUDGET REPORT

CURRENT PERIOD: 04/01/2012 TO 04/30/2012

FY 2011-2012

ACCOUNT	BUDGETED EXPENDITURE	CURRENT EXPENDITURE	YEAR TO DATE EXPENDITURE	ENCUMBRANCE	REMAINING BALANCE	PCT
GENERAL FUND						
KINDERGARTEN PROGRAMS-K5						
1 Salaries & Bonuses	4,365,581.18	356,509.80	3,024,611.16	0.00	1,340,970.02	31
2 Fringe Benefits	1,561,213.81	122,095.40	1,054,896.75	0.00	506,317.06	32
3 Contracted Services	472.00	118.52	190.52	0.00	281.48	60
4 Supplies & Materials, etc	54,115.74	3,493.82	47,921.58	1,267.57	4,926.59	9
111 KINDERGARTEN PROGRAMS-K5	5,981,382.73	482,217.54	4,127,620.01	1,267.57	1,852,495.15	31
PRIMARY PROGRAMS(1-3)						
1 Salaries & Bonuses	11,550,029.92	994,648.28	8,415,543.22	0.00	3,134,486.70	27
2 Fringe Benefits	4,490,427.06	318,620.33	2,709,729.37	0.00	1,780,697.69	40
3 Contracted Services	3,760.00	526.03	3,376.50	0.00	383.50	10
4 Supplies & Materials, etc	186,139.76	9,588.76	154,227.46	8,611.57	23,300.73	13
112 PRIMARY PROGRAMS(1-3)	16,230,356.74	1,323,383.40	11,282,876.55	8,611.57	4,938,868.62	30
ELEMENTARY PROGRAMS(4-8)						
1 Salaries & Bonuses	19,305,180.83	1,595,559.73	13,599,911.27	0.00	5,705,269.56	30
2 Fringe Benefits	6,422,896.32	505,602.59	4,379,681.94	0.00	2,043,214.38	32
3 Contracted Services	7,200.00	0.00	60,373.12	0.00	-53,173.12	-739
4 Supplies & Materials, etc	324,762.22	14,106.70	279,184.02	25,214.64	20,363.56	6
113 ELEMENTARY PROGRAMS(4-8)	26,060,039.37	2,115,269.02	18,319,150.35	25,214.64	7,715,674.38	30
HIGH SCHOOL PROGRAM(9-12)						
1 Salaries & Bonuses	13,798,284.89	1,152,478.88	9,885,395.40	0.00	3,912,889.49	28
2 Fringe Benefits	4,421,600.91	353,024.60	3,078,690.92	0.00	1,342,909.99	30
3 Contracted Services	137,450.00	9,664.93	99,683.64	25,000.00	12,766.36	9
4 Supplies & Materials, etc	413,030.96	8,117.93	332,468.00	16,296.58	64,266.38	16
6 Insurance, Principal, etc	6,065.00	0.00	5,000.00	0.00	1,065.00	18
114 HIGH SCHOOL PROGRAM(9-12)	18,776,431.76	1,523,286.34	13,401,237.96	41,296.58	5,333,897.22	28
CATE-VOCATIONAL PROGRAMS						
1 Salaries & Bonuses	2,166,993.02	162,083.56	1,414,866.79	0.00	752,126.23	35
2 Fringe Benefits	702,079.37	51,064.27	448,473.39	0.00	253,605.98	36
3 Contracted Services	787.00	0.00	385.56	0.00	401.44	51
4 Supplies & Materials, etc	35,304.00	2,864.22	25,184.97	3,523.07	6,595.96	19
115 CATE-VOCATIONAL PROGRAMS	2,905,163.39	216,012.05	1,888,910.71	3,523.07	1,012,729.61	35
EDUCABLE MENTALY HANDICAP						
1 Salaries & Bonuses	529,808.40	46,196.95	398,249.38	0.00	131,559.02	25

SCHOOL DIST 5 LEXINGTON/RICHLAND CO

EXPENDITURE BUDGET REPORT

CURRENT PERIOD: 04/01/2012 TO 04/30/2012

FY 2011-2012

ACCOUNT	BUDGETED EXPENDITURE	CURRENT EXPENDITURE	YEAR TO DATE EXPENDITURE	ENCUMBRANCE	REMAINING BALANCE	PCT
2 Fringe Benefits	177,103.54	14,930.52	130,010.29	0.00	47,093.25	27
4 Supplies & Materials, etc	1,550.00	380.13	1,467.83	0.00	82.17	5
121 EDUCABLE MENTALY HANDICAP	708,461.94	61,507.60	529,727.50	0.00	178,734.44	25
TRAINABLE MENTALLY HANDIC						
1 Salaries & Bonuses	570,417.10	51,240.57	442,278.64	0.00	128,138.46	22
2 Fringe Benefits	212,839.30	18,154.95	156,829.96	0.00	56,009.34	26
4 Supplies & Materials, etc	1,300.00	279.43	1,220.45	0.00	79.55	6
122 TRAINABLE MENTALLY HANDIC	784,556.40	69,674.95	600,329.05	0.00	184,227.35	23
ORTHOPEDICALLY HANDICAP						
1 Salaries & Bonuses	278,232.05	10,964.90	99,253.63	0.00	178,978.42	64
2 Fringe Benefits	88,242.97	3,683.21	33,086.78	0.00	55,156.19	63
4 Supplies & Materials, etc	428.00	18.30	305.21	0.00	122.79	29
123 ORTHOPEDICALLY HANDICAP	366,903.02	14,666.41	132,645.62	0.00	234,257.40	64
VISUALLY HANDICAPPED						
1 Salaries & Bonuses	127,887.50	9,573.88	81,377.98	0.00	46,509.52	36
2 Fringe Benefits	38,561.34	2,834.40	23,735.27	0.00	14,826.07	38
4 Supplies & Materials, etc	605.00	0.00	557.60	0.00	47.40	8
124 VISUALLY HANDICAPPED	167,053.84	12,408.28	105,670.85	0.00	61,382.99	37
HEARING HANDICAPPED						
1 Salaries & Bonuses	177,637.00	11,160.96	94,868.16	0.00	82,768.84	47
2 Fringe Benefits	58,789.97	4,043.92	34,780.25	0.00	24,009.72	41
4 Supplies & Materials, etc	355.00	0.00	32.07	0.00	322.93	91
125 HEARING HANDICAPPED	236,781.97	15,204.88	129,680.48	0.00	107,101.49	45
SPEECH HANDICAPPED						
1 Salaries & Bonuses	1,093,324.40	88,384.04	752,442.35	0.00	340,882.05	31
2 Fringe Benefits	349,226.43	28,058.18	240,336.87	0.00	108,889.56	31
3 Contracted Services	75,000.00	6,080.00	45,183.50	0.00	29,816.50	40
4 Supplies & Materials, etc	6,703.00	931.76	5,053.97	110.00	1,539.03	23
126 SPEECH HANDICAPPED	1,524,253.83	123,453.98	1,043,016.69	110.00	481,127.14	32
LEARNING DISABILITIES						
1 Salaries & Bonuses	3,737,693.70	321,179.32	2,696,827.07	0.00	1,040,866.63	28
2 Fringe Benefits	1,221,271.03	99,294.35	848,654.74	0.00	372,616.29	31
3 Contracted Services	786.00	0.00	786.00	0.00	0.00	0
4 Supplies & Materials, etc	18,847.58	1,152.43	17,688.67	605.68	553.23	3

SCHOOL DIST 5 LEXINGTON/RICHLAND CO

EXPENDITURE BUDGET REPORT

CURRENT PERIOD: 04/01/2012 TO 04/30/2012

FY 2011-2012

ACCOUNT	BUDGETED EXPENDITURE	CURRENT EXPENDITURE	YEAR TO DATE EXPENDITURE	ENCUMBRANCE	REMAINING BALANCE	PCT
127 LEARNING DISABILITIES	4,978,598.31	421,626.10	3,563,956.48	605.68	1,414,036.15	28
EMOTIONALLY HANDICAPPED						
1 Salaries & Bonuses	774,494.80	70,337.33	597,042.10	0.00	177,452.70	23
2 Fringe Benefits	285,474.63	25,321.73	214,941.21	0.00	70,533.42	25
4 Supplies & Materials, etc	2,606.96	344.58	2,370.53	0.00	236.43	9
128 EMOTIONALLY HANDICAPPED	1,062,576.39	96,003.64	814,353.84	0.00	248,222.55	23
CEISEARLY INTERVENING SVC						
1 Salaries & Bonuses	279,859.14	23,001.50	193,100.05	0.00	86,759.09	31
2 Fringe Benefits	95,980.82	7,396.41	63,028.97	0.00	32,951.85	34
129 CEISEARLY INTERVENING SVC	375,839.96	30,397.91	256,129.02	0.00	119,710.94	32
PRE-SCHL HAND SPEECH 3-4						
4 Supplies & Materials, etc	300.00	0.00	104.19	195.00	0.81	0
135 PRE-SCHL HAND SPEECH 3-4	300.00	0.00	104.19	195.00	0.81	0
PRESCH HAND ITINERANT 3-4						
1 Salaries & Bonuses	10,778.40	913.06	7,761.00	0.00	3,017.40	28
2 Fringe Benefits	3,765.16	291.79	2,516.01	0.00	1,249.15	33
136 PRESCH HAND ITINERANT 3-4	14,543.56	1,204.85	10,277.01	0.00	4,266.55	29
PRE-SCHL HAND SELF-CONT 3						
1 Salaries & Bonuses	834,065.11	71,982.63	615,936.29	0.00	218,128.82	26
2 Fringe Benefits	316,108.17	25,027.70	219,707.33	0.00	96,400.84	30
4 Supplies & Materials, etc	537.10	0.59	155.79	0.00	381.31	71
137 PRE-SCHL HAND SELF-CONT 3	1,150,710.38	97,010.92	835,799.41	0.00	314,910.97	27
PRE-SCHL HAND HOMEBASED 3						
1 Salaries & Bonuses	7,949.10	677.28	5,756.87	0.00	2,192.23	28
2 Fringe Benefits	2,712.52	217.28	1,871.84	0.00	840.68	31
4 Supplies & Materials, etc	162.90	0.00	115.04	45.00	2.86	2
138 PRE-SCHL HAND HOMEBASED 3	10,824.52	894.56	7,743.75	45.00	3,035.77	28
FOUR YEAR OLD EARLY CHILD						
1 Salaries & Bonuses	541,157.25	45,401.57	391,288.94	0.00	149,868.31	28
2 Fringe Benefits	193,280.07	15,562.21	135,942.73	0.00	57,337.34	30
3 Contracted Services	1,195.00	0.00	16.25	0.00	1,178.75	99
4 Supplies & Materials, etc	100.00	0.00	0.00	0.00	100.00	100
139 FOUR YEAR OLD EARLY CHILD	735,732.32	60,963.78	527,247.92	0.00	208,484.40	28
GIFTED & TALENTED ACADEM						
1 Salaries & Bonuses	363,561.58	42,984.77	339,207.61	0.00	24,353.97	7

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2 Fringe Benefits	122,437.83	14,648.70	116,634.73	0.00	5,803.10	5
141 GIFTED & TALENTED ACADEM	485,999.41	57,633.47	455,842.34	0.00	30,157.07	6
ADVANCED PLACEMENT						
1 Salaries & Bonuses	666,857.47	52,015.08	446,501.72	0.00	220,355.75	33
2 Fringe Benefits	202,702.79	16,032.92	138,869.94	0.00	63,832.85	31
143 ADVANCED PLACEMENT	869,560.26	68,048.00	585,371.66	0.00	284,188.60	33
HOMEBOUND						
1 Salaries & Bonuses	123,503.00	15,385.75	105,794.17	0.00	17,708.83	14
2 Fringe Benefits	13,795.54	3,312.49	22,459.66	0.00	-8,664.12	-63
3 Contracted Services	11,800.00	1,275.00	7,600.00	0.00	4,200.00	36
145 HOMEBOUND	149,098.54	19,973.24	135,853.83	0.00	13,244.71	9
GIFTED & TALENTED ARTISTC						
1 Salaries & Bonuses	3,369.24	491.41	5,622.31	0.00	-2,253.07	-67
2 Fringe Benefits	813.27	143.46	1,554.88	0.00	-741.61	-91
3 Contracted Services	2,225.00	2,050.00	2,050.00	0.00	175.00	8
148 GIFTED & TALENTED ARTISTC	6,407.51	2,684.87	9,227.19	0.00	-2,819.68	-44
PPPSC-OTHER SPEC PROG						
1 Salaries & Bonuses	1,038,452.74	39,149.14	412,911.02	0.00	625,541.72	60
2 Fringe Benefits	272,544.80	13,382.77	128,546.29	0.00	143,998.51	53
149 PPPSC-OTHER SPEC PROG	1,310,997.54	52,531.91	541,457.31	0.00	769,540.23	59
AUTISM						
1 Salaries & Bonuses	834,307.08	73,737.18	637,521.51	0.00	196,785.57	24
2 Fringe Benefits	318,796.32	26,762.08	233,041.06	0.00	85,755.26	27
4 Supplies & Materials, etc	2,776.00	626.85	2,506.95	0.00	269.05	10
161 AUTISM	1,155,879.40	101,126.11	873,069.52	0.00	282,809.88	24
HIGH SCH SUMMER SCH 9-12						
1 Salaries & Bonuses	30,000.00	0.00	375.00	0.00	29,625.00	99
2 Fringe Benefits	0.00	0.00	82.23	0.00	-82.23	0
173 HIGH SCH SUMMER SCH 9-12	30,000.00	0.00	457.23	0.00	29,542.77	98
ADULT ED BASIC EDUC PROG						
1 Salaries & Bonuses	167,624.00	12,898.68	136,048.91	0.00	31,575.09	19
2 Fringe Benefits	54,336.44	4,280.36	42,569.27	0.00	11,767.17	22
3 Contracted Services	2,100.00	110.01	1,378.43	0.00	721.57	34
181 ADULT ED BASIC EDUC PROG	224,060.44	17,289.05	179,996.61	0.00	44,063.83	20

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ADULT ED SECONDARY EDUC						
3 Contracted Services	500.00	0.00	70.00	0.00	430.00	86
4 Supplies & Materials, etc	10,660.00	166.47	8,478.62	0.00	2,181.38	20
182 ADULT ED SECONDARY EDUC	11,160.00	166.47	8,548.62	0.00	2,611.38	23
PUPIL ACTIVITY-INSTRUCTL						
1 Salaries & Bonuses	399,935.64	30,040.34	267,163.52	0.00	132,772.12	33
2 Fringe Benefits	87,925.46	6,530.48	58,353.29	0.00	29,572.17	34
6 Insurance, Principal, etc	28,373.00	7,368.68	24,542.84	0.00	3,830.16	13
190 PUPIL ACTIVITY-INSTRUCTL	516,234.10	43,939.50	350,059.65	0.00	166,174.45	32
ATTENDANCE & SOCIAL WORK						
1 Salaries & Bonuses	885,568.20	68,101.86	609,036.80	0.00	276,531.40	31
2 Fringe Benefits	333,271.78	25,385.57	227,031.12	0.00	106,240.66	32
3 Contracted Services	13,000.00	44.75	3,230.00	0.00	9,770.00	75
4 Supplies & Materials, etc	8,249.00	1,248.98	2,664.24	295.35	5,289.41	64
211 ATTENDANCE & SOCIAL WORK	1,240,088.98	94,781.16	841,962.16	295.35	397,831.47	32
GUIDANCE SVCS						
1 Salaries & Bonuses	2,876,100.41	238,906.57	2,163,530.41	0.00	712,570.00	25
2 Fringe Benefits	900,692.01	71,704.11	662,490.63	0.00	238,201.38	26
3 Contracted Services	1,264.90	0.00	734.90	0.00	530.00	42
4 Supplies & Materials, etc	19,277.10	2,020.01	10,337.97	1,880.19	7,058.94	37
212 GUIDANCE SVCS	3,797,334.42	312,630.69	2,837,093.91	1,880.19	958,360.32	25
HEALTH SVCS						
1 Salaries & Bonuses	1,306,194.36	98,582.35	842,157.32	0.00	464,037.04	36
2 Fringe Benefits	358,871.28	29,787.26	256,115.60	0.00	102,755.68	29
3 Contracted Services	482.00	0.00	332.00	100.00	50.00	10
4 Supplies & Materials, etc	22,443.19	2,316.34	18,681.19	513.98	3,248.02	14
213 HEALTH SVCS	1,687,990.83	130,685.95	1,117,286.11	613.98	570,090.74	34
PSYCHOLOGICAL SVCS						
1 Salaries & Bonuses	1,056,026.20	76,045.76	684,724.86	0.00	371,301.34	35
2 Fringe Benefits	290,495.90	21,698.12	194,531.96	0.00	95,963.94	33
3 Contracted Services	6,000.00	879.47	2,634.09	0.00	3,365.91	56
4 Supplies & Materials, etc	6,562.00	0.00	6,562.00	0.00	0.00	0
214 PSYCHOLOGICAL SVCS	1,359,084.10	98,623.35	888,452.91	0.00	470,631.19	35
CAREER SPEC. SERVICES						

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1 Salaries & Bonuses	110,101.01	7,701.44	62,904.32	0.00	47,196.69	43
2 Fringe Benefits	45,274.24	2,749.72	23,095.49	0.00	22,178.75	49
4 Supplies & Materials, etc	1,050.00	192.65	764.79	0.00	285.21	27
217 CAREER SPEC. SERVICES	156,425.25	10,643.81	86,764.60	0.00	69,660.65	45
IMPROV INSTRUCT-CURR DEV						
1 Salaries & Bonuses	3,510,733.26	268,063.07	2,585,443.21	0.00	925,290.05	26
2 Fringe Benefits	918,811.39	76,274.91	730,490.28	0.00	188,321.11	20
3 Contracted Services	458,590.00	7,506.46	230,410.99	59,431.49	168,747.52	37
4 Supplies & Materials, etc	206,867.00	9,881.67	154,757.12	15,445.74	36,664.14	18
6 Insurance, Principal, etc	1,650.00	0.00	796.44	0.00	853.56	52
221 IMPROV INSTRUCT-CURR DEV	5,096,651.65	361,726.11	3,701,898.04	74,877.23	1,319,876.38	26
LIBRARY & MEDIA SERVICES						
1 Salaries & Bonuses	1,889,826.00	158,613.54	1,334,004.36	0.00	555,821.64	29
2 Fringe Benefits	637,171.02	51,675.51	440,851.18	0.00	196,319.84	31
3 Contracted Services	800.00	0.00	402.89	0.00	397.11	50
4 Supplies & Materials, etc	323,538.49	18,449.47	236,114.43	30,188.63	57,235.43	18
222 LIBRARY & MEDIA SERVICES	2,851,335.51	228,738.52	2,011,372.86	30,188.63	809,774.02	28
SUPERVISION OF SPECI PROG						
1 Salaries & Bonuses	498,063.25	34,185.70	330,275.96	0.00	167,787.29	34
2 Fringe Benefits	126,928.55	9,039.59	86,765.07	0.00	40,163.48	32
3 Contracted Services	1,325.00	0.00	23.30	0.00	1,301.70	98
4 Supplies & Materials, etc	4,550.00	0.00	1,777.68	0.00	2,772.32	61
223 SUPERVISION OF SPECI PROG	630,866.80	43,225.29	418,842.01	0.00	212,024.79	34
IMPROV INSTRUCT-INSERV TR						
1 Salaries & Bonuses	6,903.00	0.00	6,281.31	0.00	621.69	9
2 Fringe Benefits	21.61	0.00	1,390.12	0.00	-1,368.51	-6,333
3 Contracted Services	66,564.21	2,170.12	58,027.13	500.00	8,037.08	12
4 Supplies & Materials, etc	3,682.00	694.08	2,120.20	150.00	1,411.80	38
224 IMPROV INSTRUCT-INSERV TR	77,170.82	2,864.20	67,818.76	650.00	8,702.06	11
BOARD OF EDUCATION						
1 Salaries & Bonuses	28,750.00	1,875.00	18,750.00	0.00	10,000.00	35
2 Fringe Benefits	4,026.76	285.84	2,858.61	0.00	1,168.15	29
3 Contracted Services	314,275.00	15,697.99	201,414.70	0.00	112,860.30	36
6 Insurance, Principal, etc	206,680.00	0.00	245,666.00	0.00	-38,986.00	-19

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231 BOARD OF EDUCATION	553,731.76	17,858.83	468,689.31	0.00	85,042.45	15
OFFICE OF SUPERINTENDENT						
1 Salaries & Bonuses	260,386.00	22,058.84	222,142.78	0.00	38,243.22	15
2 Fringe Benefits	78,197.39	5,700.74	49,644.47	0.00	28,552.92	37
3 Contracted Services	12,000.00	0.00	4,512.73	0.00	7,487.27	62
4 Supplies & Materials, etc	10,470.00	99.04	5,542.51	0.00	4,927.49	47
6 Insurance, Principal, etc	6,100.00	0.00	2,832.50	0.00	3,267.50	54
232 OFFICE OF SUPERINTENDENT	367,153.39	27,858.62	284,674.99	0.00	82,478.40	22
SCHOOL ADMINISTRATION						
1 Salaries & Bonuses	7,046,337.16	594,997.20	5,730,799.00	0.00	1,315,538.16	19
2 Fringe Benefits	2,224,364.99	179,340.45	1,721,275.06	0.00	503,089.93	23
3 Contracted Services	185,987.10	6,774.24	102,721.67	36,078.61	47,186.82	25
4 Supplies & Materials, etc	192,617.50	7,690.00	136,344.73	20,323.47	35,949.30	19
5 Equip. & Improvements	5,753.00	0.00	3,533.64	0.00	2,219.36	39
6 Insurance, Principal, etc	48,468.00	1,238.60	33,684.40	2,221.68	12,561.92	26
233 SCHOOL ADMINISTRATION	9,703,527.75	790,040.49	7,728,358.50	58,623.76	1,916,545.49	20
STU TRANS FED/DIST MANDAT						
1 Salaries & Bonuses	1,660.00	238.28	1,604.75	0.00	55.25	3
2 Fringe Benefits	335.00	58.02	345.47	0.00	-10.47	-3
3 Contracted Services	2,200.00	770.00	770.00	0.00	1,430.00	65
251 STU TRANS FED/DIST MANDAT	4,195.00	1,066.30	2,720.22	0.00	1,474.78	35
FISCAL SERVICES						
1 Salaries & Bonuses	793,834.00	66,228.00	662,280.00	0.00	131,554.00	17
2 Fringe Benefits	265,576.79	20,890.96	204,707.47	0.00	60,869.32	23
3 Contracted Services	55,000.00	729.13	17,572.24	432.61	36,995.15	67
4 Supplies & Materials, etc	65,250.00	378.62	39,351.34	663.98	25,234.68	39
5 Equip. & Improvements	6,250.00	0.00	0.00	0.00	6,250.00	100
6 Insurance, Principal, etc	4,500.00	0.00	40,989.15	0.00	-36,489.15	-811
252 FISCAL SERVICES	1,190,410.79	88,226.71	964,900.20	1,096.59	224,414.00	19
OPER & MAINT OF PLANT						
1 Salaries & Bonuses	5,647,862.70	475,299.13	4,782,534.84	0.00	865,327.86	15
2 Fringe Benefits	2,301,934.91	174,908.51	1,754,909.72	0.00	547,025.19	24
3 Contracted Services	2,895,736.61	167,414.89	2,331,144.72	306,383.49	258,208.40	9
4 Supplies & Materials, etc	4,050,301.32	108,815.17	2,644,695.76	32,268.32	1,373,337.24	34

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6 Insurance, Principal, etc	35,310.00	0.00	9,674.20	225.00	25,410.80	72
254 OPER & MAINT OF PLANT	14,931,145.54	926,437.70	11,522,959.24	338,876.81	3,069,309.49	21
PUPIL TRANSP STATE MANDAT						
1 Salaries & Bonuses	3,028,311.31	229,739.66	2,102,019.08	0.00	926,292.23	31
2 Fringe Benefits	875,758.79	58,818.37	539,514.36	0.00	336,244.43	38
3 Contracted Services	210,725.00	9,624.00	114,506.10	45,273.10	50,945.80	24
4 Supplies & Materials, etc	68,635.00	1,138.77	40,280.24	5,047.11	23,307.65	34
6 Insurance, Principal, etc	1,050.00	0.00	432.00	0.00	618.00	59
255 PUPIL TRANSP STATE MANDAT	4,184,480.10	299,320.80	2,796,751.78	50,320.21	1,337,408.11	32
INTERNAL SERVICES						
1 Salaries & Bonuses	360,698.26	30,052.12	303,747.79	0.00	56,950.47	16
2 Fringe Benefits	115,000.33	9,607.21	94,896.46	0.00	20,103.87	17
3 Contracted Services	673,002.40	26,224.56	468,288.78	43,955.18	160,758.44	24
4 Supplies & Materials, etc	45,580.00	6,965.08	-4,790.10	2,625.84	47,744.26	105
257 INTERNAL SERVICES	1,194,280.99	72,848.97	862,142.93	46,581.02	285,557.04	24
SCHOOL SECURITY						
1 Salaries & Bonuses	69,523.00	5,793.58	57,935.80	0.00	11,587.20	17
2 Fringe Benefits	21,909.16	1,868.06	18,240.40	0.00	3,668.76	17
3 Contracted Services	502,407.00	62,598.33	316,388.34	6,352.00	179,666.66	36
258 SCHOOL SECURITY	593,839.16	70,259.97	392,564.54	6,352.00	194,922.62	33
INFORMATION SERVICES						
1 Salaries & Bonuses	211,724.00	17,953.66	181,090.98	0.00	30,633.02	14
2 Fringe Benefits	57,699.60	4,827.88	47,451.01	0.00	10,248.59	18
3 Contracted Services	60,560.29	324.27	15,243.30	3,800.00	41,516.99	69
4 Supplies & Materials, etc	32,898.71	1,081.02	20,005.97	2,605.14	10,287.60	31
6 Insurance, Principal, etc	13,835.00	112.86	3,966.03	0.00	9,868.97	71
263 INFORMATION SERVICES	376,717.60	24,299.69	267,757.29	6,405.14	102,555.17	27
STAFF SERVICES						
1 Salaries & Bonuses	448,916.04	44,263.34	424,303.35	0.00	24,612.69	5
2 Fringe Benefits	133,492.60	21,212.28	246,401.33	0.00	-112,908.73	-85
3 Contracted Services	65,750.00	3,416.90	39,186.91	300.00	26,263.09	40
4 Supplies & Materials, etc	63,824.00	371.13	42,114.01	61.38	21,648.61	34
6 Insurance, Principal, etc	825.00	0.00	595.00	0.00	230.00	28
264 STAFF SERVICES	712,807.64	69,263.65	752,600.60	361.38	-40,154.34	-6

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TECH/DATA PROCESSING SVCS						
1 Salaries & Bonuses	1,369,361.37	85,091.30	861,966.54	0.00	507,394.83	37
2 Fringe Benefits	415,684.24	26,199.28	266,234.54	0.00	149,449.70	36
3 Contracted Services	157,489.82	4,850.77	129,121.67	8,162.53	20,205.62	13
4 Supplies & Materials, etc	12,300.00	241.69	3,739.43	0.00	8,560.57	70
266 TECH/DATA PROCESSING SVCS	1,954,835.43	116,383.04	1,261,062.18	8,162.53	685,610.72	35
PUPIL SERVICE ACTIVITIES						
1 Salaries & Bonuses	1,223,701.89	109,347.00	1,033,967.37	0.00	189,734.52	16
2 Fringe Benefits	317,257.29	26,494.26	248,342.09	0.00	68,915.20	22
3 Contracted Services	18,200.00	7,916.76	14,321.78	0.00	3,878.22	21
6 Insurance, Principal, etc	0.00	0.00	361,400.00	0.00	-361,400.00	0
271 PUPIL SERVICE ACTIVITIES	1,559,159.18	143,758.02	1,658,031.24	0.00	-98,872.06	-6
OTHER COMMUNITY SVCS						
3 Contracted Services	30,960.00	1,440.00	10,800.00	0.00	20,160.00	65
4 Supplies & Materials, etc	6,800.00	4,500.00	5,134.97	0.00	1,665.03	24
390 OTHER COMMUNITY SVCS	37,760.00	5,940.00	15,934.97	0.00	21,825.03	58
PYMT STATE DEPT OF EDUC						
7 Transfers & Payments	25,000.00	0.00	0.00	0.00	25,000.00	100
411 PYMT STATE DEPT OF EDUC	25,000.00	0.00	0.00	0.00	25,000.00	100
PYMT OTHER GOVERNMT UNITS						
7 Transfers & Payments	152,200.00	1,840.68	41,941.55	0.00	110,258.45	72
412 PYMT OTHER GOVERNMT UNITS	152,200.00	1,840.68	41,941.55	0.00	110,258.45	72
PYMT NONPROFIT 1ST STEPS						
7 Transfers & Payments	3,200.00	0.00	0.00	0.00	3,200.00	100
415 PYMT NONPROFIT 1ST STEPS	3,200.00	0.00	0.00	0.00	3,200.00	100
TSF GEN FUND EXCLUDE IC						
7 Transfers & Payments	40,215.00	0.00	0.00	0.00	40,215.00	100
420 TSF GEN FUND EXCLUDE IC	40,215.00	0.00	0.00	0.00	40,215.00	100
TRANSF TO SPEC REV FUND						
7 Transfers & Payments	134,531.00	0.00	0.00	0.00	134,531.00	100
421 TRANSF TO SPEC REV FUND	134,531.00	0.00	0.00	0.00	134,531.00	100
TRANSF TO FOOD SERV FUND						
7 Transfers & Payments	521,745.00	0.00	0.00	0.00	521,745.00	100
425 TRANSF TO FOOD SERV FUND	521,745.00	0.00	0.00	0.00	521,745.00	100
TRANSF TOPUPIL ACTIV FUND						

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7 Transfers & Payments	353,138.00	0.00	0.00	0.00	353,138.00	100
426 TRANSF TOPUPIL ACTIV FUND	353,138.00	0.00	0.00	0.00	353,138.00	100
100 GENERAL FUND	142,320,929.32	10,967,900.00	101,708,926.49	706,153.93	39,905,848.90	28
	142,320,929.32	10,967,900.00	101,708,926.49	706,153.93	39,905,848.90	28

Exhibit C

EXHIBIT C

district five
OF LEXINGTON & RICHLAND COUNTIES

May 15, 2012

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 $15,000,000 general obligation bonds, in one or more series, with appropriate series designations, 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.

RECOMMENDATION:

The administration recommends approval of this resolution.

KEF:tl

Attachment

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING $15,000,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, WITH APPROPRIATE SERIES DESIGNATIONS, 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, 2011, is $175,138,498 and in Lexington County as of June 30, 2011, is $280,665,090 for a total of $455,803,588. Eight percent (8%) of such sum is $36,434,287. As of the date hereof, the School District has no outstanding general obligation bonded indebtedness subject to the constitutional debt limitation. Thus, the School District may incur $36,464,287 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 $15,000,000, 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 $15,000,000 to obtain funds for one or more of the purposes stated in Section 1(f) above and designated as "$[amount issued] General Obligation Bonds, [appropriate series designation], 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 par amount of the Bonds; (b) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Bonds; (d) the Registrar/Paying Agent for the Bonds; (e) redemption provisions, if any, for the Bonds; and (f) 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.

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 of 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 Lexington County, South Carolina and Richland 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:

(i) 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;

(ii) non-callable, U. S. Treasury Securities - State and Local Government Series ("SLGS");

(iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and

(iv) 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 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 Southwest Securities, Inc. 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 21st day of May, 2012.

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

_____

Chair, Board of Trustees

(SEAL)

ATTEST:

_____

Secretary, Board of Trustees

Appendix A

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

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
%			

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

TEN ENT - as tenants by the entireties

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

UNIF GIFT MIN ACT -

_____ Custodian _____

(Cust) (Minor)

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

Appendix B

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 Stephen W. Hefner, Ed.D, Superintendent, fax number (803) 476-8047.

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:

_____ 1	Principal Amount*	_____ 1	Principal Amount*

*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. If, after final computation of the proposals, the School District determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the principal amount of the Bonds (all calculations to be rounded to the near $5,000), provided that any such decrease or increase shall not exceed 10% of the par amount. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the School District in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

The Bonds will bear interest from the date thereof payable semiannually on _____ 1 and _____ 1, commencing _____ 1, 201__.

Redemption Provisions: [TO BE PROVIDED]

Municipal Bond Insurance: The School District has submitted applications to various bond insurers for a policy of insurance relating to the Bonds to be effective as of the date of their issuance. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the bonds to accept delivery of and pay for the Bonds.

Registrar/Paying Agent: Wells Fargo Bank, N.A., Atlanta, Georgia, will serve as paying agent for the Bonds.

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, Southwest Securities, Inc., telephone (803) 753-1604; e-mail: brian.nurick@swst.com.

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

Appendix C

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 2013, 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: _____

EXHIBIT A

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

Exhibit D

EXHIBIT D

district five
OF LEXINGTON & RICHLAND COUNTIES

May 15, 2012

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

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

RE: Proposed 2012-2013 General Fund Budget

The proposed 2012-2013 General Fund Budget will be presented for the first reading.

RECOMMENDATION:

The administration recommends first reading approval of FY 2012-2013 General Fund Budget be given by the Board.

KEF:tl

Exhibit E

EXHIBIT E

district five
OF LEXINGTON & RICHLAND COUNTIES

Memorandum

To: Members of the Board of Trustees

Through: Dr. Stephen W. Hefner
Superintendent

From: Buddy Price
Director of Community Services

Date: May 17, 2012

Re: Committee Recommendation for Name of New High School

We have asked for community input on the naming of the new high school under construction at the corner of Mt. Vernon Church Road and Broad River Road. The new high school is scheduled to open in August 2013.

Background: On April 18, 2012, a meeting was held with a group of citizens from the community adjacent to where the new high school is being built.

Key Points: Buddy Price explained the charge of the committee and the recommendation process.

Discussion: The committee members provided the following history of the Dutch Fork/Spring Hill area:

1. There were numerous springs located around/near Mt. Olivet Lutheran Church located at 11733 Broad River Road. The church is located in the heart of Dutch Fork in the old settlement of Spring Hill.

2. Around 1770, Spring Hill Academy was located next to Mt. Olivet Lutheran Church and later moved off of Pet Sites Road.

3. Around 1860, Spring Hill School moved to the corner of Mt. Vernon Church Road/Broad River Road – a/k/a Twin Bridge. The last class to attend Spring Hill School was the class of 1938-39.

Recommendation: That the school board of Lexington-Richland Five name the new high school to be opened in August 2013 "Spring Hill High School."

BP/aw

Attachment - April 18, 2012 Meeting Agenda

district five
OF LEXINGTON & RICHLAND COUNTIES

Committee Meeting – Naming of New High School

School Location: Intersection of Mount Vernon Church Road and Broad River Road

Opening Date: August 2013

April 18, 2012
2:30 p.m.
District Office – Board Conference Room

Agenda

1) Welcome
2) Introductions
3) Charge of the Committee
4) Recommendation Process
5) Group Discussion and Input
6) Questions & Answers
7) Adjourn

Exhibit F

EXHIBIT F

district five
OF LEXINGTON & RICHLAND COUNTIES

Memorandum

To: Members of the Board of Trustees

Through: Dr. Stephen W. Hefner
Superintendent

From: Buddy Price
Director of Community Services

Date: May 17, 2012

Re: Proposed School Board Resolution: Flexibility in Instructional Materials Funding

Attached is a proposed resolution for the board's consideration regarding the flexibility in instructional materials funding, to allow for the purchase of e-books, and other technology in addition to standard textbooks.

We are asking for the board to give its consideration for approval at the June 25 meeting.

Please let me know if you have any questions.

BP/aw

Attachment - Board Resolution

district five
OF LEXINGTON & RICHLAND COUNTIES

A RESOLUTION BY THE BOARD OF TRUSTEES OF SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES

WHEREAS, the Board of Trustees of School District Five of Lexington and Richland Counties formally discussed and approved the following resolution at it's regularly scheduled meeting on June 25th 2012; and

WHEREAS, the board recognizes there is a need to take full advantage of available technology that will enhance the educational environment of our classrooms and help students achieve their maximum academic potential;

THEREFORE BE IT RESOLVED, that the board requests that the South Carolina School Boards Association include on its upcoming Legislative Agenda a request to the South Carolina Legislature for flexibility in instructional materials funding, to allow for the purchase of e-books, and other technology in addition to standard textbooks.

Robert Gantt, Chairman	Beth Watson, Vice Chairman
Ellen Baumgardner, Secretary	Jan Hammond
Kim Murphy	Jim Turner
Ed White	Stephen Hefner, Superintendent