

**THE COAST RTA-WACCAMAW RTA  
SPECIAL CALLED  
BOARD OF DIRECTORS MEETING  
JUNE 10, 2014  
10:00 AM**

**Board Present:** Bernard Silverman, Chair  
Joseph Lazzara, Vice Chair (via telephone)  
Ivory Wilson  
Lillie Jean Johnson (via telephone)  
Katharine D'Angelo  
Mickey James  
Nicholas Twigg  
Gary Loftus (via telephone for a portion of the meeting)

**Staff Present:** Julie Norton-Dew, Interim General Manager  
Felicia Beaty, DGM of Operations – COO  
Barbara Blain-Olds, Staff Attorney  
Joe Ponticello, Interim Finance Director  
Lynette Nobles, Executive Assistant  
Doug Herriott, Transportation Manager  
Ericka Hill, Business Development Specialist

**Visitors:** Marion Foxworth – Horry County Council  
Charles Perry – Myrtle Beach Herald  
Craig Conwell – Citizen  
Jason Rodriguez – The Sun News  
Marc Liverman – WPDE  
Caroline Springs - WPDE

*In accordance with the Freedom of Information Act (FOIA), the 2014 meeting schedule was provided to the press at the beginning of the 2014 calendar year, stating the date, time and location. In addition, notice of this meeting was provided to the press, stating the date, time place and purpose of the meeting on Wednesday, June 4, 2014 and again on Monday, June 9, 2014.*

**CALL TO ORDER:** Chairman Silverman called the meeting to order at 10:00 AM. He welcomed all visitors.

**INVOCATION/PLEDGE OF ALLEGIANCE:** Mr. James gave the invocation. The Pledge of Allegiance was recited.

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**ANNOUNCEMENT OF QUORUM/ROLL CALL:** Roll call was taken. A quorum was present.

Mr. Silverman began the meeting by welcoming visitors to the meeting and asked if anyone wished to speak.

**PUBLIC COMMENT:**

Mr. Craig Conwell addressed the meeting. He began by saying that this is a special meeting for county council in terms of funding Coast RTA in the future. Mr. Conwell stated that he has been attending the board meetings, the select committee meetings, and almost every meeting in the last eight months. He admonished the board to find the fortitude and audacity to not allow county council to take over. He reminded everyone that Mr. Lazarus had stated to Mr. Rollins that they were going to disenfranchise you (Coast RTA) and then recharter you. Mr. Conwell went on to say that as a concerned citizen, he (Mr. Rollins) is not the only one who has been disenfranchised; and, this board had become disenfranchised. He stated that this board appears to be powerless to the community, and it appears that the board has abdicated its power and strength to govern this organization in the manner in which it should be governed. Mr. Conwell stated that he has read some of this (proposed county council funding agreement) and county council is asking, basically, to run this organization; and, if the board abdicates to allow them to do that, this board has nullified its right to exist here. He went on to say that the county has pressured the board to get rid of the former CEO and posed the question, "Who's next?" He asked what other deals are being made in the back rooms. He then stated that if the board members do not stand up for this organization and its employees, they do not deserve to be sitting on this board. He then offered that if the board doesn't find the way to have the strength to summon this community, who supports Coast RTA, to back Coast RTA to stand against being taken over. Further, county council has a right to make certain demands, but they have no right to run this organization. He then appealed to the board to find the strength, the courage, the will and the faith in God, one another, and this community that will stand and back you (Coast RTA) if you stand, to not allow that to happen.

Mr. Silverman thanked Mr. Conwell. He then began by saying that we have signed a funding agreement with Horry County every year and this is not new. The funding agreement that they're asking us to sign this year has new components. About half of it is the same as last year. This was presented at the last council meeting, we said that we would get together at a board meeting to discuss it, and Mr. Lazarus asked that we get back to him in the next day or two and then he would ask a committee (Mr. Foxworth and Mr. Carotti) if they would agree to what we agree to. As of now, the \$1,055,000 is in the budget and they are waiting for our response to this funding agreement.

Mr. Silverman stated that he is going to have Julie (Ms. Norton-Dew) to speak to some things that would cause us to not be in compliance with FTA or SCDOT regulations. He then turned the meeting over to Ms. Norton-Dew to go over those items.

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Mr. James asked to make a quick comment regarding what Mr. Conwell said before Ms. Norton-Dew began. Mr. James began by saying that he concurs with the statements made by Mr. Conwell in that the board needs to stand together because we don't deserve the criticism coming from the community that we don't stand together. It's okay to have oversight, but when you got people who want to go beyond that oversight, that's where we got a problem.

Ms. Johnson asked that when someone begins speaking, please identify themselves so that those who are joining the meeting via telephone knows who is speaking.

Dr. Twigg asked if we could stipulate those items in this funding agreement that have not changed from previous funding agreements. Mr. Silverman then identified #1, #3, #8 (a-g), #9, #12, #13, #14, #16, and #17 as being items that have been in previous funding agreements. The remainder of the items are either new or have been changed. Mr. Silverman then stated that of the new and/or those items with changes, we should talk about those that we just can't comply with because it would force us to not be within FTA regulations.

Ms. Norton-Dew began by saying that the first concern that she has, and is due to an FTA requirement of our local match, is part two (2). A local match is very important for us to receive our federal funds and there are three (3) sections that speak to local match in FTA. One is the Master Agreement (Section 5), Circular 5010.1D, and Circular 9030.1E. Ms. Norton-Dew shared that she had spoken with FTA earlier this morning, as she is very concerned about moving forward with this contract, in the way that the local match has to be drawn down. The federal government requires us to obligate our funds based on guaranteed local match; and, this contract does not speak to that. It speaks to justifying the payment for the match after the fact; and, that would be with proof of invoices and other documentation that the money was spent appropriately. However, FTA can give us a waiver to draw funds without appropriate match (i.e. deferred local match) and that could take a very long time for us to get that approved, we're talking about months. First, we would have to get the approval for the deferment and then we would be able to put our grant application into the system. Coast RTA operates on a very tight budget and we need these federal funds to be available to us in August. It would take FTA much longer than August to approve the deferral and then the grant would take at least 60-90 days to approve; and it would be late, late 2014 before those funds would be available and we can't operate on that. That is the biggest concern, the local share is very important and the terms and conditions within this contract do not allow us to obligate those funds ahead of point, even though they're in the budget.

Mr. Loftus asked how we get reimbursed from the feds or the state, don't we have to show them where the money was spent before they give it to us. Ms. Norton-Dew responded that we submit to them the documentation and they cut us the money. He then asked what the difference is.

Ms. Norton-Dew responded that it's because we have a grant contract with them (SCDOT) that says they're going to be paying us for these funds. Further, she said that she had spoken with FTA this morning and they said that this contract is not acceptable in the realm of being able to draw federal funds. Mr. Loftus then asked, "What if we said okay, we'll give you \$1 million, but you've got to send us the receipts before we disburse the money." Ms. Norton-Dew responded,

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“That’s what they’re concerned about.” Mr. Loftus then asked, “Why, what’s the difference between that and how the state deals with it?” Ms. Norton-Dew replied that the state is also local funds but it’s a much smaller amount than this. This is a much larger amount and they require it to be obligated and available for us and not to have it approved every time that we would go to do a draw. Mr. Loftus asked how much the state obligate to us. Ms. Norton-Dew replied that it’s about \$980,000. He then asked what are the terms and conditions that we get that money. Per Ms. Norton-Dew, we give them our financials every month and they cut us the check. The reason we’re doing that, it’s not generally required. When we draw down our federal funds, we don’t send them any documentation. We just put in the money that we want to draw and they compare it to our budget and make sure that it matches with our budget, with how we said we were going to spend the money; and SCDOT does the same thing. It’s all based on our budget. For instance, say we want to draw salaries and they look at our budget and we have \$1 million in our budget for salaries, as long as it meets in that budget, that’s how we get reimbursed. They don’t look at individual invoices and check copies; they only look at it from a budget line item only. Mr. Loftus then responded, “So, you have to send them the financials before you get reimbursed, correct?” Ms. Norton-Dew responded, “We have to send them our financial documentation before we can get reimbursed, yes.” He then asked if we develop a system by which you have to submit the same to the county, which you do anyway, before you get reimbursed, would that work. Ms. Norton-Dew responded that we would have to ask FTA to see if that would work. Mr. Loftus then asked, “In other words, if we do it the same as FTA, how can FTA say that that doesn’t work?” Ms. Norton-Dew replied that all FTA requires is that we put the draw request in and if it matches our budget, we get the money. For instance, our April draws were made yesterday and Joe requested approximately \$130,000 yesterday afternoon and it’s in our bank account this morning. There was no documentation, it was basically a draw request and they ask for the documentation on a triennial basis. Mr. Loftus asked, “Why can’t, if we do the same thing, how is that not okay?” Ms. Norton-Dew replied, “Because what you’re asking for is copies of every single invoice as proof of payment by those invoices prior to those funds being disbursed, which means that there would be...Mr. Loftus asked, “If we do it the same way as FTA and SCDOT do it, what’s wrong with that?” Mr. James asked, “Why would you want to do it, why would you want to put these stipulations on Coast, why?” Mr. Loftus, “Why what?” Mr. James, “This is Mickey. Why you asking the same stipulations as FTA is asking, why you asking for the same stipulations, why? Why is the county asking the same as SCDOT and FTA, why are you asking the same questions to Coast as the county, why you asking the same questions, you not the same entity. I want to know why you’re doing that ‘cause it don’t make no sense. It don’t make no sense to have the county to put the kind of pressure on Coast as FTA or SCDOT.” Mr. James went on to say that obviously the county didn’t consult with the management and the staff before this was put together. Ms. D’Angelo asked, “Does this cover all monies that The Coast gets that they are overseeing, from Myrtle Beach and from Conway and from Georgetown, does it oversee all, that’s what I’m trying to, I’m not a lawyer, but I don’t understand why they have the right to oversee money that comes from another municipality.” Ms. Norton-Dew responded that this is covered in Section 11. Ms. Norton-Dew went on to say that she is concerned about the underlined portion of the note in Section 2 which reads: “Subsequent to disbursement #1, each disbursement thereafter may be reimbursement based. conditioned upon receipt and review (for compliance and appropriateness of expenditures)

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by the County of invoices and proof of payment by Coast RTA, together with copies of all agreements with third party contractors/vendors engaged to perform work or provide goods within the scope of this Agreement.” Ms. Norton-Dew went on to say that to her this states that, and we have a cost-allocation plan, which means a portion of every single invoice we pay and every single salary that we pay is paid by Horry County; so that means that every single invoice and payroll and any other contractual agreement that we pay, a small portion would be paid by Horry County and according to this, they would have to have copies of every single thing that comes through this office. Mr. Loftus then said that he doesn’t think FTA or SCDOT requires that fine detail and asked if he’s correct. Ms. Norton-Dew responded that they do not, but that’s what this says and that’s why we’re concerned about it. Mr. Loftus asked, “If we make our agreement, and I’m not saying this is okay or not okay, it’s just I’m trying to get through this. If we say and we make our agreement the same as SCDOT or FTA, how do they have, how can they have any complaint about it?” Mr. James asked to interject. He stated that it is his understanding that the money that Coast needs is not available until this contract has been fulfilled; and there’s certain stipulations in the contract that don’t seem to be able to fit in order for Julie to do what she needs to do because it’s like more of a control thing by the county over Coast that shouldn’t be. It’s not county council’s job to run Coast. Their job is to man the public money and to have oversight, but not to have the intimidation tactic toward Coast and who to hire and who to fire and that kind of stuff. This contract appears to be putting pressure on the board and the staff to kind of govern whoever. Wrong is wrong and right is right and we have the people in place to run this company. All we need is the money and oversight from the county, but we don’t need all these stipulations, let Julie tell the council what she needs and council get it done. Mr. Silverman asked what the objection of FTA is; is it that each quarter has to be decided by resolution or is it because of the receipts? Ms. Norton-Dew replied that it’s because each quarter has to be approved by resolution. It also says that we would have to pay back anything that was not, this contract requires that we pay everything ahead and then we have to ask by resolution to be reimbursed; by resolution, that’s the problem. Mr. Silverman clarified that the quarterly resolution is the problem. Ms. Norton-Dew replied that this is correct; also, the fact that if it doesn’t meet Horry County standards, it’s not guaranteed. That’s what I’m concerned about because on the last page, part 16, it reads “*for a valid public purpose*” and that is not clearly defined. A valid public purpose could not be the purpose that you are providing transportation, but it might be that you are having/hosting an event for your employees for morale purposes, that might be paid with local funds. You might use local funds for a training event that is out of state that is not a valid public purpose, but it is a valid purpose to the organization. If we send flowers to somebody because they’re in the hospital, that’s a good will by the company to make somebody feel better, but that is not a valid public purpose; that is a Coast RTA expense, but that has to be paid with local funds. Mr. Silverman asked Ms. Norton-Dew if she has a proposal that would make that doable. Ms. Norton-Dew replied that she needs input from FTA, that’s why she’s working through this with them. She spoke with David Mucher, our FTA Program Manager, and will be speaking with him further about this. Mr. Loftus asked Ms. Norton-Dew if FTA and SCDOT gives us a check every quarter like we (Horry County) do, do they. She then stated that SCDOT receives everything in item 8, part a; they give us our draw based on section 8a and then subsection i-iv, that information is what SCDOT receives and that’s how we receive our draws, just that level of detail, they do not receive

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individual invoices. The same things we are already providing to the county are the same things that SCDOT requires for us to get our draws. Mr. Loftus then stated, "You have to submit something to SCDOT to receive funds." Ms. Norton-Dew replied, "Yes." Mr. Loftus added, "Okay, the only, I think the theory behind this is that we have been blindly cutting ya'll, cutting RTA a check for \$263,000 every quarter, right?" Ms. Norton-Dew replied that that's how county council feels. Mr. Loftus, "Julie, it's a yes or no question. Don't we just give you \$263,000?" Ms. Norton-Dew responded, "But, Mr. Loftus, I respectfully ask, do we not provide financials that justify the amount that we receive ahead of time?" Mr. Loftus replied, "Don't argue with me. I simply asked a question. Do we not, I know what you supply us and I appreciate that, I understand it's a heck of a lot of hard work, been there done that, but do we not just automatically, on whatever date Ann Wright puts down, like I think July 15<sup>th</sup> was the first one, sends you a check for \$263,000?" Mr. Silverman said, "Automatically, yeah." Ms. Norton-Dew, "We do receive an automatic check, yes, but I feel that we back it up with financial."

Mr. Loftus asked if FTA or SCDOT sends a check every quarter. Ms. Norton-Dew, "No, but it's guaranteed through a grant agreement that we sign, it's a contractual agreement with them that we sign ahead of time and we draw down the funds with FTA." He then asked if they can withhold funds from that draw down if they detect something irregular. Ms. Norton-Dew answered that FTA would not withhold money because the documentation that they receive is not adequate for them to make that decision just based on an amount that we give them. We have budget line items with them and as long as what we're asking for is within that budget line item, they do not ask questions; but it's reviewed on an annual basis with our A133 audit and then it's reviewed on a triennial basis, by FTA. Mr. Loftus then asked, "If I suggested to council, if I suggested to council that we reimburse, we obligate the money, that we reimburse Coast RTA in the same manner that the SCDOT and FTA do, what's wrong with that?" Mr. James interjected that Mr. Loftus just answered his own question. You're saying that the county council is going to follow the FTA guidelines and South Carolina DOT guidelines, you want the same type of stipulations be put on Coast. He then went on to say that some on county council want this money to put on other things and county council is not the same entity as FTA and SCDOT and that some folks on this board want this money and will do whatever they can to strangle Coast to get it. Dr. Twigg interjected that he's trying to find a way that number 2 can work and it seems that this was written without any input from us (Coast). He then asked Mr. Loftus if he was saying that we take out the requirement of a quarterly resolution. Mr. Silverman then asked Mr. Foxworth if we can work this out to relieve the angst regarding federal regulations. Mr. Loftus again stated that he doesn't see the angst if county council does this the same way FTA and SCDOT do. Dr. Twigg observed that last year we had basically the same thing and council had no problem at all withholding the fourth quarter funds as an oversight, so it seemed that the county council had plenty of opportunity to do the same thing they're saying here. Mr. Lazzara added that if Mr. Loftus could get council to agree that it would be consistent with FTA and other regulations that we have to follow, he thinks it would be acceptable with our board. Mr. Loftus then asked Ms. Norton-Dew if we discuss this with Doug Frate, is he familiar enough with FTA and what they require. She replied that he used to work for FTA and would be a resource that we could use and that might be a good place to start to come up with a mutual agreement. She added that she would give the FTA local match regulations to everyone so you can better see where the concern is; it could be financially detrimental for the company to wait

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on the local funds in order to draw the federal funds, on a reimbursement basis. Mr. Loftus added, "Like you wait on FTA and SCDOT funds, right; you wait on them." Ms. Norton-Dew responded that we get FTA within a day, within 24 hours, it's in our bank account. SCDOT regulation is about 30 days, we generally receive it within 21 days.

Ms. Norton-Dew suggested that perhaps the county get involved in the Coast RTA budget process. We give a preliminary budget to Horry County by April 15<sup>th</sup>; however, the budget changes 6 times before the board approves it in June. Instead of trying to do it after the fact, if the county is aware and understands each budget line item and that money that is spent is in accordance with the budget and anything that defers outside of a certain standard and has to have explanation that might be the better way. Do it in a proactive way rather than reactive mode.

Mr. Silverman suggested that we work with Mr. Foxworth and Mr. Carotti to align item 2 with FTA regulations.

Mr. James explained the difference in a mandate and oversight and stated further that this agreement is more of a mandate than oversight and that Julie (Ms. Norton-Dew) should have input, as she knows the FTA regulations and county council does not.

Mr. Silverman agreed that Ms. Norton-Dew knows FTA regulations better here than anyone else and because the county and Julie trust Mr. Frate, he can help us get through this with the result being something that everyone can live with. Ms. Norton-Dew agreed that a great solution is bringing Mr. Frate in, if he is willing to help us. She then suggested to Mr. Silverman that Mr. Foxworth come up and speak to this provision.

Mr. Foxworth, who served as the chairman of the Select Committee on Coast RTA, shared that when the funding agreement was presented at the last county council meeting, he and most of council received the agreement at the meeting. They had no input, nor did they see the document ahead of time. He said that some members of council felt this is overreach and a couple of them stated that at the meeting. He pointed out that county council is a public entity and public policy board. He also said there is no mandate to fund public transportation and part of getting it done is getting political clout and political support from that elected body. There are 7 members of council on the ballot and public transportation was not an issue in any of the 7 races, which is a failure of this board. It was also pointed out that some of the items in this agreement did not come from the Select Committee. It began with the Select Committee and the attorney added everything he heard outside of that.

Ms. D'Angelo asked if item 11 is legal and asked how we can, in good faith, sign a contract that covers another municipality.

Mr. Silverman reminded everyone that we are up against a deadline and we need to work through this and come up with a list of items for Ms. Norton-Dew to get with Mr. Foxworth and Mr. Carotti to say that these are things that we cannot comply with, legally. We need either a modification or a change in verbiage or a change in the dates and times, and work that out.

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Mr. Lazzara, who is chair of the finance committee, pointed out that Mr. Loftus (who is on county council) is a member of that committee (referring to item 11), so we are doing that now.

Mr. Silverman pointed out that half of this agreement is what we've had before; not all of it is new. Ms. D'Angelo suggested that the last sentence of item 11 (*This right of access and audit granted to the County shall not be interpreted to limit the right of the County to examine the financial records of any other source contributing money to the Agency during the term of this Agreement*) has to be stricken. Mr. Silverman replied that the last sentence is something to which he doesn't believe we have the right to agree.

Ms. Norton-Dew suggested that we begin with number 4 and look at each of the new items and discuss them and work our way through. Mr. Silverman agreed and said that he feels number 2 can be worked out.

Regarding number 4, Ms. Norton-Dew stated that Coast RTA had a similar study done in 2010, which cost \$100,000. She added that all the routes that we currently have, with the exception of the entertainment express, the airport, and the new Conway circulator (Rt. 1); were already done in that study. She added that she doesn't feel it's in the best interest of the company to spend \$100,000. The airport, we know we're already going to adjust; the entertainment shuttle is not running at this time; and Route 1 only came into play in November and we'd like to give it at least 12 months, since we're already seen increased ridership since it went into service. We are going to have a peer review of our system by other transit professionals, which will cost much less than a true transportation study. Mr. Silverman added that this \$100,000 is not in our budget. Ms. Norton-Dew stated further that the county wants to procure it, which is another concern. We have a 27-page procurement document that we have to use to buy everything from a pen to a bus; and is the county going to use those same standards, they're going to procure it; does that mean they're going to pay them? What was the purpose of number 4 and how can we accommodate this request without making it so expensive? She then pointed out that the 2010 study took 18 months and we have only 12 routes. Further, this may be a good selling point to the county that we're running the most efficient; however, she feels that the results would be the same as the things we're doing and she believes the peer review will meet this without it being a procured full-blown transportation study. Ms. Norton-Dew feels the solution for number 4 is a peer review.

Number 5 (forensic audit) – Ms. Norton-Dew feels the forensic audit is a good idea; however, we need a scope of the audit. What is the scope and what are we willing to spend? A133 audits are \$15,000 - \$25,000; that's our year-to-year audit; a scope of audit by a company that has never seen Coast RTA books could cost \$50,000 - \$100,000 because they know nothing about us. Is that what we want to do? We're already having our triennial review by the federal government; we're already having a state review (SCDOT); we already do our A133 (independent) audit; we're going to have a peer review and a safety review, a legal review, and a shelter review. So, do we want to have a forensic audit at this time or do we think some of these other reviews may be adequate and a forensic audit may not be necessary today? Mr. Silverman replied that after speaking with councilmen, if there's anything in this agreement that is least negotiable, it's the

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forensic audit. The board agreed with this; however, the scope of the audit needs to be defined. There was a discussion as to how far back the audit should go. Ms. Norton-Dew shared that according to our record retention policy (based on FTA and SC DOT policy), when grants close, we keep the paperwork for 3 years, so if we go back 5 years, there may be information that is no longer available. It was suggested that Ms. Norton-Dew and Ann (from the county) get together regarding this. Mr. Wilson asked how much of a burden this would put on staff. Ms. Norton-Dew responded that it would be a lot, as we have the triennial review which is a lot of work, with only 3 finance staff, so this is a lot. Mr. James asked if the attorney could help out with that. Ms. Norton-Dew responded, not with an accounting audit, no. Also, there's no way a forensic audit can be done in the short time that we have.

Mr. Silverman moved on to item 6 (*County Council will select a consultant (to be employed by the Coast RTA Board) to serve as Interim General Manager/CEO for Coast RTA, until such time as a suitable permanent replacement can be found. This consultant will provide regular updates to County Council, as well as reports to the Coast RTA Board. The cost of this consultant will be funded from the total \$1,055,000 allocated for mass transportation in the County's FY 2015 Budget Ordinance. County Council may elect to provide anticipated disbursements, provide partial disbursements, or withhold disbursements, in their discretion, based upon the timing of the hiring of such consultant.*) He went on to say that we already have an interim general manager who is doing a good job and the board plans to begin a search as soon as we can. He also feels it would cause a morale problem to change general managers again as we're going into our busy season; it would be hard for a new person to hit the ground running and it would just create a lot of turmoil and morale issue for the company right now. Ms. Norton-Dew added that a proper business plan will be completed soon and she will be bringing it to the board. Ms. Johnson asked if we are going to ask that this item be removed from the agreement. The reply was that this seemed to be the consensus.

Mr. Foxworth offered that if we look at other RTA's in the state, you'll see that two things are becoming more and more commonplace. One is funding, rather than coming from property taxes or general fund money (like Coast), it's moved to capital projects sales tax; and, additionally, management of the company is being moved to contract. Also, there are members of council that would like to see the Coast board examine contracting out the management of the company. Mr. Wilson stated that we've done that before and it costs a lot more. That's how we got our last director; we were in contract with a company, then we bought out the contract because it was so expensive we couldn't afford it.

It was discussed and agreed that number 7 should be modified to include all stakeholders and to follow FTA guidelines. Ms. Johnson pointed out that no matter the make-up of the search committee, the last line of number 7 states, "***The candidate selected will be required to enter into an employment contract, the terms and conditions of which to be approved by County Council.***" Discussion ensued.

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Mr. Wilson, (referring to the total contract), offered that if we do not follow our federal regulations and we lose federal funds, we may as well close the doors. The county doesn't have enough money to run this company, we need it from the federal government.

Dr. Twigg stated that we have both federal and state requirements that have to be met in the employment contract; and both Mr. Loftus and Mr. Foxworth stated that county council will not require anything that would be contrary to regulations.

Mr. James asked if Coast could function without the \$1million from the county. She responded that she would rather come to an agreement with Horry County because without that money, it would be devastating to the organization. The organization could continue to operate, but at a level that would not meet the needs. That's how we draw our funds and it would be devastating to the people of this county.

Mr. Silverman moved on to number 8, item "h" – Ms. Norton-Dew expressed concern over the two (2) days; due to the way that staff produces things and the availability and limitations, that five (5) days be considered.

Mr. James asked Ms. Norton-Dew if the staff attorney has reviewed this document. She replied that she (staff attorney) has not. He then asked why not. Ms. Norton-Dew responded that her position is being abolished. He asked, "By who?" Ms. Norton-Dew responded that the decision was made at the last board meeting during executive session. Mr. James expressed that he believes the board should reconsider the position. It was decided that this should be addressed in executive session at a later date.

Regarding item "i", it was never in the contract before; but we always do this.

Concerning item "j", Ms. Norton-Dew stated that we have a 45-day process of having a public meeting: she would like to have it defined as to what "advance notification" and "substantial" would be. It was decided that the Horry County Administrator be added to the notification list.

Regarding number 10. Ms. Norton-Dew asked if they (county council) want us to come to every meeting, that's fine for our board presentations; the issue is designated pick-up points and drop-off locations. We have 600 locations, we're not going to do that every month. Mr. Foxworth, who is on the County Administration Committee, shared that he feels that quarterly would be sufficient; however, a member of Coast staff should be present at each of the monthly meetings in case there are questions. Ms. Norton-Dew said that we now have a camera in the room and all of the meetings are recorded and posted to our website within a couple of days; therefore, if a member of council has a concern, they can go to our website and watch the proceedings. There is a timeline in conjunction with the agenda.

Regarding number 11. Ms. Norton-Dew stated that she feels it should be at a time and place to be "mutually agreed upon" rather than "time and place to be determined by the county". Previously, it was 48-hours, but it was never done. There's no angst about them coming in. She

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wants to be sure that when someone comes in, we can give them the necessary staff and things that they need while they're here.

Regarding number 15, this is another one that's a problem due to FTA regulations. Ms. Norton-Dew shared that if the contract is terminated, we need 45 days to cancel routes; that's our policy. Mr. Foxworth shared that to have that item included in the contract, regardless of the requirement of days for written notice, would be a problem for FTA, with which Ms. Norton-Dew and the board agreed.

Regarding number 16, Ms. Norton-Dew asked to have "valid public purpose" defined, with which the board agreed.

Mr. Silverman asked if anyone had anything more in the agreement they wished to discuss. He then suggested that Coast staff put together a letter or note to describe to Mr. Foxworth and Mr. Carotti the things we need to discuss and work out.

Ms. Johnson asked if we don't get all of these items worked out by June 30<sup>th</sup>, will county council still include those funds as a part of their budget and adopt it, or we must have this agreement worked out before it's approved, even though they've had some readings already. Mr. Loftus replied that he would have to check with legal counsel regarding some ideas but there may be a way that even if we don't get everything ironed out there may be a way to still get through the process. Mr. Silverman said that he would like to see this completed before the third reading on June 17<sup>th</sup> and then we have our budget a week later.

**ANNOUNCEMENTS: None**

**EXECUTIVE SESSION: None**

**ADJOURNMENT:** It was properly moved and seconded that the Board adjourn. A voice vote was taken. No nays being heard, the Board was adjourned at 12:10 PM.

JUNE 10, 2014