



## Yuma County Intergovernmental Public Transportation Authority

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### NOTICE AND AGENDA OF THE REGULAR MEETING THE BOARD OF DIRECTORS OF THE YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Board of Directors of the Yuma County Intergovernmental Public Transportation Authority ("YCIPTA") and to the general public that the Board of Directors will hold a meeting on:

**MONDAY, December 9, 2019 – 1:30 PM**  
**Yuma County Department of Development Services – Aldrich Hall**  
**2351 West 26<sup>th</sup> Street -- Yuma, AZ, 85364**

Unless otherwise noted, meetings held at the above location are open to the public.

The Board of Directors may vote to go into executive session during the noticed meeting concerning any of the agenda items mentioned below. If authorized by the requisite vote of the Directors, the executive session will be held immediately after the vote and will not be open to the public. The executive session, if held, will be at the same meeting location set forth above. The discussion may relate to confidential matters permitted pursuant to A.R.S. §§ 38-431.03(A)(1)-(7). The Chairman or other presiding officer shall instruct the persons present at the executive session regarding the confidentiality requirements of the Open Meeting Laws.

**Pursuant to the Americans with Disabilities Act, reasonable accommodation requests may be made by contacting the Transit Director at 928-539-7076, ext 101 (TTY/TDD - Arizona Relay Service 711). Requests should be made as early as possible to allow time to arrange the accommodation.**

The agenda for the meeting is as follows:

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

**CALL TO PUBLIC:** The public is invited to speak on any item or any area of concern that is within the jurisdiction of the YCIPTA Board of Directors. The Board is prohibited by the Arizona Open Meeting Law from discussing, considering or acting on items raised during the call to the public, but may direct the staff to place an item on a future agenda. Individuals are limited to a five-minute presentation.

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#### **Yuma County Intergovernmental Public Transportation Authority Board Of Directors**

Larry Killman – Chairperson – Town of Wellton, Susan M. Zambrano – Vice Chairperson - Arizona Western College,  
Dr. Michael Sabath – Secretary/Treasurer. - Northern Arizona University, G – City of Yuma,  
Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe,  
Ian McGaughey - City of Somerton, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

**CONSENT CALENDAR:** The following items listed under the Consent Calendar will be considered as a group and acted upon by one motion with no separate discussion, unless a board member so requests. In that event, the item will be removed for separate discussion and action.

1. Adopt the October 28, 2019 regular session minutes. Pg. 4

**DISCUSSION & ACTION ITEMS:**

1. Discussion and or action regarding the Proposed Consultant for the Short-Range Transit Plan. Action required. Pg. 10
2. Discussion and or action regarding the Draft RATP Dev Action Plan to the Maintenance Audit. No action required. Pg. 12
3. Discussion and or action regarding the Purchase of Property for New Operations and Maintenance Facility. No action required. Pg. 18
4. Discussion regarding the Strategic Planning Workshop Part I. No action required. Pg. 33
5. Discussion and/or consultation for legal advice with YCIPTA Legal Counsel regarding status of contractor's personnel and related matters.
6. Discussion and or action regarding the Transit Director's Annual Review.

**PROGRESS REPORTS:**

1. Operations Manager Report – Oliver Cromwell, General Manager – RATP Dev. *No action required. **NO REPORT AT THIS TIME***
2. Maintenance Manager Presentation – RATP Dev Maintenance Manager. *No action is required. **NO REPORT AT THIS TIME***
3. Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required. Pg. 39*

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Ian McGaughey - City of Somerton, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

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4. Transit Ridership – Carol Perez, Transit Operations Manager. *No action is required.* *Pg. 40*
  5. Financial Report – Chona Medel, YCIPTA Financial Services Operations Manager. *No action is required.* *Pg. 42*

Upon vote of the Directors, the Chairman recesses the Regular Session and convenes Executive Session.

**EXECUTIVE SESSION:**

1. Discussion and/or consultation for legal advice with YCIPTA legal counsel regarding status of contractor’s personnel and related matters A.R.S. § 38-431.03(A)(3) & (4).
2. Discussion regarding the Transit Director’s Annual Review. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

Chairman adjourns Executive Session and reconvenes Regular Session.

7. Discussion and or action regarding the Transit Director’s Annual Review. Action required.

**SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

The next Board meeting January 27, 2020

**ADJOURNMENT**

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Larry Killman – Chairperson – Town of Wellton, Susan M. Zambrano – Vice Chairperson - Arizona Western College,  
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Ian McGaughey - City of Somerton, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

The Yuma County Intergovernmental Public Transportation Authority (YCIPTA) met in Regular Board Meeting on Monday, October 28, 2019 at Yuma County Department of Development Services, Aldrich Hall; 2351 West 26th Street, Yuma, AZ 85364. The Chairman, Larry Killman called the meeting to order at 1:30 P.M.

**Members Present:**

Larry Killman/Town of Wellton/Chairman  
Susanna Zambrano/Arizona Western College/Vice Chairman  
Michael Sabath/Northern Arizona University/Secretary/Treasurer  
Ralph Velez/City of San Luis  
Ian McGaughey/City of Somerton  
Brian Golding, Sr./Quechan Indian Tribe  
Jay Simonton/City of Yuma

**Members Excused:**

Paul Soto/Cocopah Indian Tribe  
Susan Thorpe/Yuma County

**Others Present:**

Shelly Kreger/YCIPTA/Transit Director  
Bobby Kuhn/Solutions for Transit  
Kari Wilson/Solutions for Transit  
Jeffery Stewart/RATP Dev/General Manager  
Steve Bethel/RATP Dev/Vice President - Rail

The Pledge of Allegiance was led by Dr. Sabath.

**CALL TO PUBLIC:** There were no public comments made but Call to Public was left open by the Chairman.

**CONSENT CALENDAR:**

**No. 1: Adopt the August 26, 2019 regular meeting minutes. Action required.**

**Motion:** (Golding/Zambrano): Item approved as presented.

**Voice Vote:** Motion carries, (7-0) with Ms. Thorpe and Mr. Soto being excused.

**DISCUSSION & ACTION ITEMS:**

**No. 1: Discussion and or action regarding the Maintenance Audit Report 2019. Solutions for Transit will present. No action required.**

Mr. Bobby Kuhn of Solutions for Transit provided a summary of the audit contained in the member packet.

In reviewing the maintenance files, Mr. Kuhn stated that there were several instances of drivers noting the same defects on the Driver Vehicle Inspection Reports (DVIRs) and no repairs were being made.

Mr. Kuhn provided the Board with pictures of some of the defects that were found. One of the pictures provided showed discoloring of wires which is caused by excessive heat. Another picture showing missing insulation exposed wiring on what could cause a small fire. Mr. Kuhn also stated that many of the emergency window were not being cleaned and lubed; which is a safety concern. At this point, YCAT has no preventive maintenance, no regular maintenance and there is a lack of response to DVIR defects.

Mr. Kuhn stated that delays in correcting issues written up by the drivers can have a negative impact on the attitudes of the drivers, the passengers and, ultimately, the community YCIPTA is serving.

Mr. Kuhn further stated that after the defects are found, Solutions for Transit also comes up with recommendations on how to resolve the issues with the maintenance program.

What usually happens next, is that contractors do one of two things; either spend time discrediting the findings in the audit or addresses the issues, Mr. Kuhn stated.

Mr. Kuhn read a statement from Mr. Stewart which stated "I just wanted to get the correct information for an action plan going forward". Mr. Kuhn indicated that this was a positive response. Mr. Kuhn stated that it is ideal to have a contractor more interested in resolving the issues rather than discrediting the audit.

Mr. Kuhn recommends that the mechanic receive additional training in electrical and how to perform a proper Preventative Maintenance Inspection (PMI). Mechanics should be looking for things that have failed and will fail before the next inspection.

Lack of management in the maintenance department is also an issue, stated Mr. Kuhn. While Mr. Kuhn was in the shop during a four-hour period, he saw a mechanic one time. The mechanic entered the shop and walked right back out and no repairs were made during that four-hour period. The mechanics are not being assigned work.

Mr. Golding inquired regarding the last time Solutions for Transit had performed a maintenance audit for YCIPTA. Mr. Kuhn replied that the last inspection was likely in 2016.

Mr. Golding noted that Mr. Kuhn in the past has mentioned the same issues in regards to DVIR defects not being repaired. Mr. Kuhn confirmed and stated that this is not an uncommon issue with contracted maintenance. Mr. Kuhn stated that at the time of the previous audit the fleet was in worse shape.

Mr. McGaughey stated that in Appendix A there was a picture of what appeared to be a blank assignment board. Mr. Kuhn confirmed and stated that in this shop if no work is assigned, no work is done by the mechanics.

Mr. Velez inquired if the issues were being caused by the lack of skilled mechanics or were the repairs just not being completed. Mr. Kuhn replied that it is a combination of both issues.

Mr. Kuhn provided an example of air conditioning system where the wrong gauge of wire was used. In this case, the manufacture should have addressed the issue but at this point it is too late. The mechanics are just “band-aiding” as opposed to doing a proper repair which should be remove and replace the wiring.

Ms. Zambrano was concerned with this finding especially since that one of the biggest complaints she receives regarding YCAT, is that the air conditioning doesn’t work. Ms. Zambrano further expressed her frustration in hearing that even the newer buses are not being maintained properly.

Mr. Kuhn stated that the air conditioning systems should be maintained all year long and not seasonally due to the extreme temperatures.

Mr. McGaughey inquired as to how this could affect public perception and ridership considering that the audit showed a high percentage of interior defects and some possibly could be considered “cosmetic” defects. Mr. Kuhn stated that it has a direct affect on ridership since these defects can lead to passengers feeling unsafe. In some instances, Mr. Kuhn has noticed that an improvement in the maintenance program and vehicle cleanliness has increase ridership at other transit agencies.

Dr. Sabath inquired regarding the condition of the shop and parts room. Mr. Kuhn replied that the parts room was in horrible condition and poorly stocked. Mr. Kuhn stated that because of this the mechanics do several “part- runs” a day to do regular preventive maintenance which result in a loss of productivity. Mr. Kuhn stated the shop was very disorganized and not very clean, which is a result of lack of management.

Ms. Zambrano inquired regarding what could be done in the future to prevent this from occurring. Mr. Kuhn recommended hiring a good Maintenance Manger quickly, holding the Maintenance Manager accountable to the requirements of the contract, and someone to perform quality control checks (which YCIPTA has already hired).

The Chairman inquired if anyone from RATP Dev wanted to comment regarding the audit.

Ms. Kreger introduced Mr. Steve Bethel, RATP Dev, Vice President of Rail to the Board.

Mr. Bethel stated that the auditor painted a very negative picture of the current state of the maintenance program but noted that the auditor indicated (in the report) that the fleet looks better now than in the previous years.

Mr. Bethel also stated that 61% of the defects found, were cosmetic and not safety issues. Mr. Bethel stated that RATP Dev is not making excuses and is dedicated to resolving the issues.

Mr. Stewart stated that RATP Dev is working on an action plan to address the defects found and reviewing the accuracy of those defects. Mr. Stewart indicated that stated that some parts need to make repairs are no longer available due to the age of the fleet. Mr. Stewart stated that he has taken offence to some of the issues raised about the mechanics and assured the Board that they were dedicated to repairing the fleet they had inherited. Mr. Stewart stated that staff was actively working on the issues and that the issues inherited can not be resolved overnight. Mr. Stewart invited the Board to see the state of the shop for themselves.

Mr. Stewart indicated that the he received the audit report five to six days prior to the board meeting and because of that, would not have a formal response until the next board meeting.

Mr. Bethel stated that a maintenance manager had already been hired.

Dr. Sabath stated that the audit was very helpful tool as guidance to identify areas that need of improvement.

Ms. Zambrano thanked Mr. Stewart for his hard work considering the condition of the fleet RATP Dev inherited. Ms. Zambrano further stated that although 61% of the defects were considered to be cosmetic that they were still important to address.

Mr. Bethel indicated that he brought up the issue regarding the 61% to show that they were not of a safety concern but agreed that these were important as well. Mr. Stewart stated that cosmetic issues are not the main focus but will be addressed. Mr. Stewart indicated that he would like to see the percentage between zero and five percent.

Ms. Kreger concluded with stating that the intent of the audit was get an objective state of the fleet and to address areas that need improvement. The audit was also performed to see how well the fleet had recovered from the issues that occurred when National Express was the contractor. *No action taken.*

**No. 2: Discussion and or action regarding the FY2018-2019 Annual Performance Report. No action required.**

Ms. Kreger presented the report as contained in the packet and went over some of the highlights of the report. *No action taken.*

**PROGRESS REPORTS:**

**No. 1: Operations Manager/Maintenance Report – Jeffrey Stewart, General Manager – RATP Dev. *No action required.***

Mr. Stewart provided the following updates:

- Two new road supervisors have been hired and are currently in training
- Safety and Training Manager and one of the road supervisors was in a training provided by Transit Safety Institute (TSI).
- Shop evaluations will be performed to assess the mechanics, effectiveness of policies and procedures and determine what areas need improvement

*No action taken.*

**No. 2: Transit Director Report – Shelly Kreger, YCIPTA Transit Director. *No action is required.***

Ms. Kreger presented the report as contained in the member packet. *No action taken.*

**No. 3: Transit Ridership – Carol Perez, Transit Operations Manager. *No action is required.***

Ms. Kreger presented the report as contained in the member packet, on behalf of Ms. Perez. *No action taken.*

**No. 4: Financial Report – Chona Medel, YCIPTA Financial Services Operations Manager. *No action is required.***

Ms. Kreger presented the report as contained in the member packet, on behalf of Mrs. Medel. *No action taken.*

**SCHEDULE NEXT MEETING DATE AND IDENTIFY AGENDA ITEMS:**

The next Board meeting TBD

- FY2018-2019 Audit
- Bus Shelter Replacement Plan

Mr. Golding requested to add “Transit Director Review” as an item on the next agenda.

Ms. Kreger inquired if the next meeting will be held as scheduled due to the holidays. The Board agreed that the next meeting would be held on December 9, 2019.



**ADJOURNMENT**

**Motion:** (Golding/Sabath): To adjourn the Board of Directors' meeting.

**Voice Vote:** Motion carries, (7-0) with Ms. Thorpe and Mr. Soto being excused.

There being no further business to come before the Authority, the meeting was adjourned at 2:29 PM.

YUMA COUNTY INTERGOVERNMENTAL TRANSPORTATION AUTHORITY

Adopted this \_\_\_\_\_, 2019, Agenda Item \_\_\_\_\_.

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Carol Perez, Board Secretary



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**December 4, 2019**

### **Discussion and Action Item 1**

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the Proposed Consultant for the Short-Range Transit Plan.

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Requested Action: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Proposed Consultant for the Short-Range Transit Plan.

Background and Summary: On November 5, 2019 YCIPTA and YMPO re-advertised the RFP for the Short-Range Transit Plan with a deadline for submission of November 27, 2019. Three proposals were submitted by the due date. Kimley Horn, IBI Group and Nelson Nygaard. The YCIPTA SRTP Review Subcommittee reviewed and scored the proposals according to the ranking criteria stated in the RFP. The scorings will be provided at the board meeting.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: Staff recommends that the Yuma County Intergovernmental Public Transportation Authority (YCIPTA) Board of Directors approve the Proposed Consultant for the Short Range Transit Plan.

Legal Counsel Review: N/A

Attachments: N/A

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Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe,  
Ian McGaughey - City of Somerton, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger  
Transit Director

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**December 4, 2019**

### Discussion and Action Item 2

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the Draft RATP Dev Action Plan  
to the Maintenance Audit.

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Requested Action: N/A

Background and Summary: At the October 28, 2019 board meeting the Maintenance Audit was presented to the board by Bobby Kuhn of Solutions for Transit. RATP Dev has provided an Action Plan to address the findings found during the audit.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: No

Attachments: Draft RATP Dev 2019 Maintenance Audit Action Plan

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:

Shelly Kreger  
Transit Director

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Shelly Kreger, Transit Director



## 2019 Maintenance Audit Action Plan

### Finding One]

Adherence to PMI Schedule and Inspection Intervals The vehicles are scheduled to be inspected every 4,000, 5,000 or 6,000 miles, depending on vehicle type. FTA requires that at least 80% of the inspections are completed on time, RATP Dev is at 38.6% completed on time for this time period. Of the 166 inspections completed, we found 57 were completed early and 64 were completed late. In addition, we found the inspections are not following the intervals prescribed. 136 of the 166 inspections completed were classified as 'A' inspections, typically is just an oil change. The manufacturers' recommendations are not followed and this will impact the useful life of the vehicles, thus the contractor may be liable for any failures under the Scope of Work B3

Action plan for this item is to closely monitor Solutions software ensuring that all PMI'S are completed in the window time for the classification of bus due. The new Maintenance Manger will work to ensure all PMI'S are reviewed on a daily basis and the proper inspections are assign to techs for completion.

Time frame-Immediately

### Finding Two

Effectiveness of PM Inspections The inspections performed by the mechanics typically only find one or a few defects per bus, including some that found no defects. Clearly the inspection forms are not being followed, evidenced by the fire extinguishers, loose screws, wires hanging, and lights not working—the RATP Dev inspectors should have found many more defects per bus. Significant work needs to be done on training the mechanics on how to perform a Preventative Maintenance Inspection. We also identified several issues with the PM inspection forms themselves. The New Flyer inspections are missing some key items: changing the fluid for the wheelchair ramps is missing, the primary fuel filters require more frequent changing, changing the coolant is missing, and the wheel bearings require more frequent lubing. We also noted that over the last year several different PMI forms were used, and each form had slightly different requirements. This has created confusion in the shop and filters that should have been changed but were not. The effect of this can be seen in the number of road calls that have occurred during the same period.

Action Plan for this finding. RATP DEV USA has created and individualized maintenance vehicle plan for Yuma. Our PMI'S are broken into three classifications Light Duty, Medium Duty, Heavy Duty. Our PMI'S all meet or exceed OEM specifications for these buses. All mechanics will undergo retraining of proper Preventive Maintenance inspection guidelines, RATP DEV will on an annual basis review updated OEMS guidelines to ensure compliance with manufacturer specifications. Please see attached PMI inspection forms.

Time frame-Immediately and ongoing

### Finding Three

Overview of the General Condition of the Fleet and the Shop The shop had clearly been recently cleaned up, although it still remains in disarray. We found fire extinguishers in the facility that were expired, electrical access panels that were blocked, benches that were full of old parts, and the files are a mess. The Contractor is responsible for the janitorial maintenance of the facility as identified in Section 13 of the Agreement with RATP Dev. The fleet is in the best shape that we have seen in recent years. Clearly YCIPTA has invested a great deal of money getting some of the old defects repaired. However, we can also see that the Maintenance Department is allowing the fleet to fall back into disarray. We found fire extinguishers that were expired, check engine lamps and ABS lamps that have been ignored for a year, driver's defects being ignored, and a complete disregard for stocking adequate parts. The Maintenance Audit Report YCAT Solutions for Transit – Making a difference for YCIPTA 6 mechanics are left to decide if and when they want to bring a bus in to repair it. Each time we have been at YCAT over the last year, we have noted that mechanics just sit around and talk for most of the day. These mechanics have openly informed us that they have not been assigned anything to do, so during our inspections we assigned them work. We have also identified that the Maintenance Department is not taking advantage of the warranties of the existing fleet and equipment, as required in Section 10 of the Agreement with RATP Dev. The Gillig buses have an issue with the right front tire wearing unevenly, yet the shop just rotates the tires instead of notifying Gillig of the issue. The GFI farebox spare parts have all been depleted, yet the systems have a two-year warranty and nobody had notified GFI of any issues with the fareboxes or returned any of the parts for warranty. The parts room is severely under-stocked. We found that the mechanics make almost daily runs to the parts stores to obtain daily essentials like oil filters. We also found that Maintenance starts all of the buses scheduled to go out that day. Unfortunately, we witnessed buses running for up to five hours in the yard. Most every state, including Arizona, have regulations limiting idling time to ten minutes or less.

Action Plan for this item. The new Maintenance Manager will implement monthly facilities inspections to ensure the maintenance facilities are maintained to industry standards. All vehicle defects will have a work order attached and upon completion be reviewed by the New Maintenance Manager. All maintenance work will be assigned and tracked by the maintenance manager and or shop supervisors/leads, all warranty work will be reviewed by the Transit manager/maintenance manager/operations manager and appropriate action taken for the completion of the work RATP DEV USA maintains an inventory of \$213,000 in parts inventory. We work to ensure the stock of the most commonly used items such as oil filters, cabin filters, fuel filters, air filters, major ac components, shocks, struts, wheel bearings, air bags, plugs and coil packs. We currently maintain over 1000 parts on the shelves. And try to stock all commonly used parts. However, we cannot stock every part needed. Current Practice is to have our vendor deliver parts. In the event we need a part immediately a tech will pick up the part to ensure repair on bus is completed in a timely manner. All maintenance personal will be trained about excessive idle times of the vehicles.

Time frame-Immediately and ongoing

#### **Finding Four**

Conclusion and Recommendations Solutions for Transit will have several recommendations for improvement:

- Clean and lube emergency exit window latches.
- Clean the vehicles nightly as described in the Agreement with RATP Dev.
- Require RATP Dev (Contractor) to implement a training program for the mechanics covering diagnostics, repair of electrical and powertrain complaints, and Preventative Maintenance Inspections.
- Require Contractor Maintenance Manager to perform spot checks to ensure defects are documented and that they are repaired when they are reported.
- Require Contractor Maintenance Manager to report the labor hours of the Maintenance staff, to ensure mechanics are dedicated to making repairs on YCIPTA fleet.
- Require Contractor to develop a Maintenance Plan that meets FTA guidelines and includes Preventative Maintenance Inspection forms that meet the individual manufacturer's minimum requirements.
- Require Contractor to perform the Preventative Maintenance Inspection at the predetermined intervals described by each individual manufacturer.
- Require Contractor to develop a SOP on Fire Extinguisher maintenance.
- Require Contractor to perform repairs on items documented by operators prior to releasing the vehicle back into service or documenting the defect and scheduling the repairs to be performed within a reasonable time.

Maintenance Audit Report YCAT Solutions for Transit – Making a difference for YCIPTA 7

- Require Contractor to fully utilize the YCIPTA Maintenance program ensuring work orders are created for the driver's defects.
- Require Contractor to clean and organize the shop area including parts, office and office files, benches and corners.
- Require Contractor to furnish adequate parts and supplies to maintain the fleet in accordance with the Manufactures recommendations.
- Require Contractor to immediately end the practice of leaving vehicles running in the yard in excess of five minutes.
- Require the Contractor to immediately address the wiring issues with the El Dorado Passports.
- Require the Contractor to clean the Diesel Particulate Filters (DPF) on the vehicles which are due or past due for professional cleaning.

Action Plan for this finding. All defects found during the audit have associated work orders and are being addressed at this time, one of the new Maintenance Managers top priorities is to oversee all defects, repairs and documentation of all work on vehicles and ensure repairs are performed in a timely manner. Please see other action plans for duplicate information.

Time frame-Immediately and ongoing

## Finding Five

Review of Records The records for twelve months on each vehicle, were reviewed and analyzed. Because RATP Dev is not tracking their maintenance data, we were unable to import any data into The Reporting Solution to analyze records for the effectiveness of the repairs and the time from repair to roadcall. Additionally, PM Inspections are frequently done out of sequence, likely due to the challenge of reviewing data in Excel and the confusion of multiple forms. The hard copies of the records themselves were neat, clean, but not at all orderly. We found the files to be disorganized, dates were not in order, very few records in the files, some with PMI forms attached and some without. The RATP Dev proposal stated “All “corrective maintenance performed on contract vehicles is recorded chronologically in Purpose Built Fleet QTY Year Non-Revenue Fleet QTY Year 40' Gillig Low Floor 5 2019 FORD F250 3 2019 40' Gillig Low Floor 2 2016 Dodge Amerivan Caravan 2 2015 40' New Flyer D40LF 3 1997 Dodge Entervan 1 2014 Freightliner Trolley 2 2006 Ford Focus 3 2013 Freightliner Arboc 3 2016 Cutaway Fleet 25' El Dorado Aerolite 4 2010 25' El Dorado Passport 7 2010 25' Starcraft Allstar Cutaway 2 2019 Thirty-Seven (37) vehicles were inspected. In many instances, DVI repairs are not entered as work orders, but instead the DVI is just signed off or deferred and a work order is created after several DVIs have accumulated Maintenance Audit Report YCAT Solutions for Transit – Making a difference for YCIPTA 9 each vehicle’s history file”; however, we found the vehicle history file is a complete mess, with most of the work orders out of order, upside down, flipped over, missing PMI forms, or missing completely. RATP Dev is not using a maintenance module to track work orders and this has led to a complete disregard of tracking work performed. RATP Dev should enter all work order information into the database. However, we found that many of the DVI repairs are not entered as work orders, but instead the DVI is just signed off or grouped together and put on a work order later or not at all. This makes it difficult to track trends in terms of numbers of defects by category, defects repaired multiple times, or the length of time it takes for Maintenance to correct a defect once notified of the defect. We found several instances in the DVIs where defects are written up multiple times, but not yet fixed. Repaired defects that keep coming back for further repair indicates that the mechanics need to improve their skills in diagnosing the actual problem causing the defect. The Maintenance Manager should regularly review the work orders to ensure that reoccurring defects are being handled appropriately, and not signed off as “No Defect Found”. Further training may be required. Delays in correcting issues written up by the drivers can have a negative impact on the attitudes of the drivers, the passengers and, ultimately, the community YCIPTA is serving. If the drivers feel that their concerns about the vehicles are not being corrected and passengers make comments about things not working, the natural reaction by the drivers will be to tell the passengers that they have told management about the problems but nothing was done. Passengers will start questioning whether or not they want to count on YCIPTA to provide them with transportation to work, school, etc. This will be especially true if the bus breaks down due to a defect not addressed in a timely manner. People who have a bad experience tend to tell a number of people about that experience, negatively influencing the opinions of even those who have never used YCIPTA. Furthermore, drivers tend to write up defects for a short time before they stop and consider that Maintenance is not going to fix them. This provides the drivers an “excuse” for not continuing to write up defects that are obviously not being considered a defect by Maintenance. This should not be considered a valid excuse, but it should not come as a surprise if this is happening

Action Plan for this finding. The new maintenance manager and GM will work closely with YCAT Solutions to ensure all supplied software is being utilized to its fullest, all maintenance files, work orders, and PMI’s will be reorganized and checked for accuracy as stated previously all mechanic’s will have extensive training on proper procedures on defects, PMI, work orders, maintenance paper work and shop cleanliness. All outstanding defects are being addressed at this time. The maintenance dept will also start communicating with operations and operators on outstanding vehicle defects and timelines for repairs. It is the goal and responsibility of the Ratpdev’s management team to address and complete all defects and or issues found during the audit and ensure policies, procedures and continual training are adhered to moving forward.

Time frame-Immediately and ongoing







## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076  
Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycipta.az.gov](http://www.ycipta.az.gov)

**December 4, 2019**

### Discussion and Action Item 3

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the Purchase of Property for New  
Operations and Maintenance Facility.

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Requested Action: N/A

Background and Summary: During the December 6, 2017 YCIPTA board meeting Discussion and or action Item #4. It was discussed and approved allowing the Transit Director to pursue other property options recognizing that the amount is still capped at the \$1.9 million as that was what was stated in the approved Transportation Improvement Program (TIP).

Staff has found a property located at 3300 S. Arizona Ave., 18 acres with a residential/office structure. This property is in the City limits of Yuma with City water accessible. At this time sewer would be septic. Currently it is zoned AG but can be rezoned to light industrial. A pre-development meeting with the City of Yuma will be scheduled within the next week or two. Staff will also have a Phase I Environmental completed.

The asking price for this property was \$560,000. On November 20, 2019 staff made an offer of \$380,000 and the offer was accepted on November 22, 2019. Please see attachments for details on the agreement and map of the property location.

Funding for this property is included in an awarded FTA grant AZ-90-X127. FTA Funding in the amount of \$426,950 with a cash match of \$106,737 for a total of \$533,687. After the actual purchase there will be a remaining balance of \$153,687 to pay for the environmental and other costs.

Financial Impacts: N/A

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
Larry Killman – Chairperson – Town of Wellton, Susan M. Zambrano – Vice Chairperson - Arizona Western College,  
Dr. Michael Sabath – Secretary/Treasurer. - Northern Arizona University, Jay Simonton – City of Yuma,  
Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe,  
Ian McGaughey - City of Somerton, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

Budgeted: Yes

Recommended Motion: N/A

Legal Counsel Review: Yes

Attachments: Executed contract and City of Yuma GIS map of property.

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:



Shelly Kreger  
Transit Director

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**

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Ian McGaughey - City of Somerton, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

# BUYER ATTACHMENT

Document updated:  
October 2019



*This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Vacant Land/Lot Contract's terms.*



# ATTENTION BUYER!

*You are entering into a legally binding agreement.*

- 1. **Read the entire contract *before* you sign it.**
- 2. **Review the Seller's Property Disclosure Statement and other disclosures (See Section 4a and 4b).**
  - This information comes directly from the Seller.
  - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. **Review the Due Diligence Paragraph (see Section 6a).**  
 Verify square footage/acreage (see Section 6b)  
 Verify whether the property is served by city or private sewer and its availability status (see Section 6e); OR  
 If an on-site wastewater treatment system has been installed on the Property (see Section 6e), AND  
 If a well has been installed on the Property (see Sections 4d and 6k)
- 4. **Apply for your loan now, if you have not done so already, and provide your lender with all requested information (see Section 2d).**  
 It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date.
- 5. **Read the title commitment (see Section 3c).**
- 6. **Read the CC&R's, use restrictions, and all other governing documents including design guidelines (see Section 3c), especially if the property is governed by a homeowners association.**
- 7. **Conduct a thorough final inspection (see Section 6o). If the property is unacceptable, speak up. After the closing may be too late.**

You can obtain information through the Buyer's Advisory at <http://www.aaronline.com>.

**Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction.** Be cautious about verbal representations, advertising claims, and information contained in a listing. *Verify anything important to you.*

**Buyer's Check List**

Buyer Attachment • Updated: October 2019  
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# VACANT LAND/LOT PURCHASE CONTRACT

Document updated:  
October 2019



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

## 1. PROPERTY

- 1a. 1. **BUYER:** Yuma County Intergovernmental Public Transportation Authority  
BUYER'S NAME(S)
- 2. **SELLER:** Jeffrey J. Conte or  as identified in section 9c.  
SELLER'S NAME(S)
- 3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
- 4. or incidental thereto, if any, plus the personal property described herein (collectively the "Property").
- 1b. 5. Property Address: To be Subd Zoning: AG
- 6. Assessor's #(s): 695-36-009; 695-36-010
- 7. City: Yuma County: Yuma AZ, Zip Code: 85365
- 8. Legal Description: Provided by Title Company in conjunction with preliminary title report or  see attached legal description.
- 1c. 9. \$ 380,000.00 Full Purchase Price, paid as outlined below
- 10. \$ 10,000.00 Earnest money **applied toward the Purchase Price at Close of Escrow.**
- 11. \$ 370,000.00 **Cash payment at close of escrow.**
- 12. \$ \_\_\_\_\_
- 13. \_\_\_\_\_
- 1d. 14. **Incidental Improvements:** Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
- 15. thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer,
- 16. expressed or implied, as to their condition except as provided for in section 5a.
- 1e. 17. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Property, and any existing personal property
- 18. specified herein, shall be included in this sale, including the following:
- 19. **Any affixed fixtures to the Property and any personal property**
- 20. **remaining upon the Property at Close of Escrow.**
- 21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
- 22. or encumbrances.
- 23. Fixtures and leased items NOT included: NA
- 1f. 24. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 25. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
- 26. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 27. January 31, 2020 ("COE Date"). If Escrow Company or recorder's office is closed on  
MONTH DAY YEAR
- 28. COE Date, COE shall occur on the next day that both are open for business.
- 29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available
- 31. funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to the rights of tenants under existing leases, to Buyer at COE or  \_\_\_\_\_ . Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.
- 1h. 36. **Addenda Incorporated:**  Additional Clause  Buyer Contingency  Domestic Water Well  H.O.A.  Loan Assumption  On-site Wastewater Treatment Facility  Seller Financing  Short Sale
- 38.  Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land
- 39.  Other: \_\_\_\_\_
- 1i. 40. **IF THIS IS AN ALL CASH SALE:** Buyer shall provide Seller, within five (5) days or \_\_\_\_\_ days after Contract acceptance, either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.


**2. FINANCING**

- 2a. 43. **Type of Financing:**  Conventional  FHA  VA  USDA  Assumption  Seller Carryback
- 44.  **Cash**
- 45. (If financing is to be other than new financing, see attached addendum.)
- 2b. 46. **Financing:** This sale  is  is not contingent upon Buyer obtaining a satisfactory financing commitment within Due Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)
- 2c. 48. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest Money. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**
- 2d. 55. **Pre-Qualification:** If using Conventional, FHA, VA, or USDA financing, a completed AAR Pre-Qualification Form is attached hereto and incorporated by reference.
- 2e. 57. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed describing the current status of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to Broker(s) and Seller upon request.
- 2f. 60. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 62. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 63. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ \_\_\_\_\_ of loan costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.
- 2i. 66. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form if attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 70. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by  Buyer  Seller
- 71.  Other **NA**
- 72. Appraisal Fee(s)  are  are not included in Seller Concessions, if applicable.
- 2k. 73. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of partial release.

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- 2l. 76. **Subordination:** If applicable, Seller carryback financing  is  is not to be subordinated to a construction loan. If Seller agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend the parties seek appropriate counsel regarding the risks of subordination.

**3. TITLE AND ESCROW**

- 3a. 83. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

85. Pioneer Title Agency Debbie Feller 9283438043  
 "ESCROW/TITLE COMPANY" PHONE  
 86. debra.feller@pioneertitleagency.com  
 FAX EMAIL  
 87. 350 W 16th St Ste. 116 Yuma, AZ 85364  
 ADDRESS

- 3b. 88. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax consequences. Buyer is advised to obtain legal and tax advice.



- 3c. 90. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written notice of any items disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way, easements and all other matters of record or  deed.

- 3d. 99. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.


- 3e. 110. **Prorations, Expenses and Adjustments:**
  - 111. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
  - 114. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
  - 116. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at COE or  paid to Buyer by Seller at COE.
- 3f. 118. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said adjustments.

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SELLER	SELLER	BUYER	BUYER

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- 3g. 122. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.
- 3h. 127. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the COE shall be:  paid in full by Seller  prorated and assumed by Buyer  paid in full by Buyer. Any assessment that becomes a lien after COE is the Buyer's responsibility.
- 3i. 130. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an exemption applies.
- 3j. 135. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 137. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax deferred exchange.


**4. DISCLOSURES**

- 4a. 143. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to the Buyer within five (5) days after Contract acceptance.
- 4b. 145. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may adversely affect the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or litigation, (iii) articles of incorporation, by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other environmental reports in Seller's possession, (vi) the most recent survey, if available, and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.
- 4c. 154. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy of any known road maintenance agreement affecting the Property.
- 4d. 156. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller that are associated with the Property.
- 4e. 160. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 163. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.
- 4g. 166. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 168. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within five (5) days after receipt of the Affidavit of Disclosure.

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- 4i. 172. **H.O.A. / Condominium / Planned Community:** The Property  is  is not located within a homeowners' association/ 173. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 174. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the 175. SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or 176. otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior 177. to the expiration of the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of 178. disapproval to Seller.

**5. WARRANTIES**


- 5a. 179. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the 180. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract 181. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 182. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 183. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the 184. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 185. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE 186. in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants 187. that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic 188. tank or alternative system) is correct to the best of Seller's knowledge.
- 5c. 189. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect 190. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or 191. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts 192. the Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property** 193. **except disclosed as follows:** \_\_\_\_\_ 194. \_\_\_\_\_


**6. DUE DILIGENCE**

- 6a. 195. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or 60 days after Contract acceptance 196. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect 197. to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and 198. suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all 199. desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property; 200. (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities 201. concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate 202. applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any 203. potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the 204. presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity 205. is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free 206. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all 207. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports 208. concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and 209. provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any 210. such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically 211. forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer* 212. *Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 213. **Square Footage/Acreage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE 214. PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE 215. FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE 216. DILIGENCE PERIOD.
- 6c. 217. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due 218. Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the 219. lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve 220. the Property.

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BUYER	BUYER



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6d. 221. Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD. Buyer understands that any fire, casualty, or other insurance desired by Buyer or required by Lender should be in place at COE.

6e. 225. Sewer or On-site Wastewater Treatment System: The Property [X] does [ ] does not contain an on-site wastewater treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

228. IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD. (BUYER'S INITIALS REQUIRED) [Sk] BUYER BUYER

6f. 231. Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility: If the suitability of the Property for installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility installation costs within the Due Diligence Period. NOTE: Buyer is advised that the site/soil evaluation is not binding on the State-delegated County agency in any future permitting decision as to the suitability of the design or type of facility for the Property.

6g. 237. LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY. (BUYER'S INITIALS REQUIRED) [Sk] BUYER BUYER

6h. 243. ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.

6i. 245. Survey: A survey [ ] shall [ ] shall not be performed. If to be performed, the survey shall be performed by a licensed surveyor within the Due Diligence Period or \_\_\_\_\_ days after Contract acceptance. Cost of the survey shall be paid by [ ] Seller [ ] Buyer [ ] Other: \_\_\_\_\_ The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards".

6j. 250. Survey instructions are: [ ] A boundary survey and survey plat showing the corners either verified or monumentation. [ ] A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof. [X] Other survey terms: Buyer shall procure and pay for a survey in such form and scope as deemed acceptable to the Buyer in Buyer's sole discretion. (BUYER'S INITIALS REQUIRED) [Sk] BUYER BUYER

6k. 262. WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.

6l. 264. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION. (BUYER'S INITIALS REQUIRED) [Sk] BUYER BUYER

Initials section with boxes for SELLER and BUYER, containing signatures and initials 'Sk'. Includes text: Vacant Land/Lot Purchase Contract • Updated: October 2019 Copyright © 2019 Arizona Association of REALTORS®. All rights reserved.

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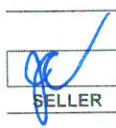
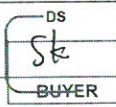
- 6m. 272. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of 273. any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this 274. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due 275. Diligence Period items disapproved shall be provided in a single notice.
- 6n. 276. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other 277. matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
  - 278. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
  - 279. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
    - 280. (a) Seller shall respond in writing within five (5) days or \_\_\_\_\_ days after delivery to Seller of Buyer's notice of
    - 281. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
    - 282. conclusively be deemed Seller's refusal to correct any of the items disapproved.
    - 283. (b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any**
    - 284. **repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs**
    - 285. **to Buyer three (3) days or \_\_\_\_\_ days prior to COE Date.**
    - 286. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
    - 287. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
    - 288. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
    - 289. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
- 290. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
- 291. extend response times or cancellation rights.
- 292. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
- 293. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
- 294. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6o. 295. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
- 296. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
- 297. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
- 298. releases Seller and Broker(s) from liability for any defects that could have been discovered.

**7. REMEDIES**


- 7a. 299. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any 300. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If 301. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall 302. become a breach of Contract.
- 7b. 303. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the 304. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative 305. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages 306. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at 307. Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of 308. Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to 309. allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a 310. material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 311. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating 312. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs 313. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes 314. or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in 315. the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to 316. the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The 317. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in 318. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) 319. days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to 320. resort to court action.
- 7d. 321. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the 322. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from 323. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 324. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that 325. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action

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**Vacant Land/Lot Purchase Contract >>**

- 326. ("lis pendens") or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
- 327. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.
- 7e. 328. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
- 329. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
- 330. expert witness fees, fees paid to investigators, and arbitration costs.

**8. ADDITIONAL TERMS AND CONDITIONS**

8a. 331. **The Parties under this Contract represent and warrant to the other**  
 332. **party that they have the full power and authority to enter into, be**  
 333. **bound by and comply with the terms of this Contract and/or have**  
 334. **obtained all necessary consents and approvals to enter into and**  
 335. **consummate the transaction contemplated herein.**

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8b. 361. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or  
 362. possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the  
 363. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase  
 364. price, either Seller or Buyer may elect to cancel the Contract.


8c. 365. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 366. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 367. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations  
 368. described herein.

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- 8f. 369. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed 370. by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously 371. paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. 372. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE 373. FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF 374. REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 375. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original 376. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other 377. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein. 378. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 379. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 380. end at 11:59 p.m.
- 8i. 381. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event 382. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance 383. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the 384. appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., 385. if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).
- 8j. 386. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller 387. and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a 388. writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this 389. Contract.
- 8k. 390. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands 391. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 392. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by 393. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become 394. effective immediately upon delivery of the cancellation notice.
- 8m. 395. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in 396. writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic 397. mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as 398. indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 399. **Earnest Money:** Earnest Money is in the form of:  Personal Check  Other Company Check 400. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be 401. deposited with:  Escrow Company  Broker's Trust Account. Buyer acknowledges that failure to pay the required 402. closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be 403. construed as a material breach of this contract and all earnest money shall be subject to forfeiture.
- 8o. 404. **RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY** 405. **BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE** 406. **CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL** 407. **PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL** 408. **REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER** 409. **RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.** 410. 

(BUYER'S AND SELLER'S INITIALS REQUIRED) je sk  
SELLER SELLER BUYER BUYER
- 8p. 411. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and 412. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 413. by November 22, 2019 at 5:00  a.m. /  p.m., Mountain Standard Time. Buyer 414. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 415. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned. 416. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE 417. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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**Vacant Land/Lot Purchase Contract >>**

**8q. 418. Broker on behalf of Buyer:**

419. Jerry LoCoco 149000741 BR533658000  
 PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. SVN/Velocity Commercial REAL ESTATE 144037684  
 PRINT FIRM NAME FIRM MLS CODE

421. 190 S. Madison Ave, Ste. 3 Yuma AZ 85364 LC669914000  
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

8r. 422. 928-277-8211 928-277-8239 Jerry.LoCoco@svn.com  
 PREFERRED TELEPHONE FAX EMAIL

423. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):

8s. 424.  the Buyer;  the Seller; or  both the Buyer and Seller

425. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

426. DocuSigned by:  
 427. Shelly Kruger 11/20/2019  
 BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR  
Yuma County Intergovernmental Public Transportation Au

428. ADDRESS ADDRESS

429. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

**9. SELLER ACCEPTANCE**

**9a. 430. Broker on behalf of Seller:**

431. Diana Crites BR51337700  
 PRINT SALESPERSON'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

432. Crites & Associates  
 PRINT FIRM NAME FIRM MLS CODE

433. FIRM ADDRESS

434. 928.544.4050 diana\_c@yuma.tribe.com  
 PREFERRED TELEPHONE FAX EMAIL STATE ZIP CODE FIRM STATE LICENSE NO.

9b. 435. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

436.  the Seller; or  both the Buyer and Seller

9c. 437. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

439.  Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

440.  If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

441. [Signature] 11.22.19  
 ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

442. Jeffrey J. Conte  
SELLER'S NAME PRINTED SELLER'S NAME PRINTED

443. ADDRESS ADDRESS

444. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

OFFER REJECTED BY SELLER:  
 MONTH DAY YEAR (SELLER'S INITIALS)

**For Broker Use Only:**  
 Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/DA/YR







# City of Yuma GIS Map Services



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## Yuma County Intergovernmental Public Transportation Authority

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076  
Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.yciptaz.gov](http://www.yciptaz.gov)

**December 4, 2019**

### Discussion and Action Item 4

To: Yuma County Intergovernmental Public Transportation Authority  
Board of Directors  
From: Shelly Kreger, Transit Director  
Subject: Discussion and or action regarding the Strategic Planning Workshop  
Part I.

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Requested Action: N/A

Background and Summary: The last Strategic Plan for YCIPTA was developed in April of 2013. Since then there has been no updates. Since the actual board meetings agenda can potentially be longer than had originally thought I have split the workshop into a couple of sessions. During this session we will discuss a new SWOT Analysis and the Goals and Objectives portion of the plan.

Financial Impacts: N/A

Budgeted: N/A

Recommended Motion: N/A

Legal Counsel Review: N/A

Attachments: 2013 SWOT Analysis and the Goals and Objectives.

For information regarding this agenda item, please contact Shelly Kreger via email to: [skreger@ycipta.az.gov](mailto:skreger@ycipta.az.gov) or call 928-539-7076, extension 101.

Approved for submission:

Shelly Kreger, Transit Director

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
Larry Killman – Chairperson – Town of Wellton, Susan M. Zambrano – Vice Chairperson - Arizona Western College,  
Dr. Michael Sabath – Secretary/Treasurer. - Northern Arizona University, Jay Simonton – City of Yuma,  
Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe,  
Ian McGaughey - City of Somerton, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director

<b>Strengths</b>	<b>Weaknesses</b>
Strong employee/management team	Revenue source fluctuations
Fiscally responsible	Public transit industry weak
Fleet less than three years old on average	Large service area
Growing ridership base	Low urban density
Ability to attract new funding partners	Lack of large buses to match demand
Community/Stakeholder image	Aging population requiring costly specialized services
Brand identity	Recruitment of skilled labor
Service planning	Need for a statewide funding source
No debt	Future transit operations contractor procurement
Diversified services	
<b>Opportunities</b>	<b>Threats</b>
Purchase of property for Bus Facility	Union/First Transit relationship
Hotel Del Sol Transit Center	Safety/Security
Public/private partnerships	Unpredictable fuel costs
Changing habits	Traffic congestion
Specialized Transportation	General Plans that do not incorporate transit
Additional grant funding from FTA	EPA unfunded mandates
New technology	Aging population and ability to meet needs
Ballot initiatives	Increased costs
New agency	Prolonged recession
Untapped customer base	State financial condition
Regional partnerships	Uncontrolled development
University/College transit services	Flu pandemic
MAP-21 and future Federal bills	Potential labor work action
Local transit tax	National Highway Trust Fund deficit



## **Yuma County Intergovernmental Public Transportation Authority**

2715 East 14<sup>th</sup> Street, Yuma, AZ 85365-1900, Telephone: 928-539-7076  
Fax: 928-783-0309, email: [info@ycipta.az.gov](mailto:info@ycipta.az.gov), Web: [www.ycipta.az.gov](http://www.ycipta.az.gov)

### **Goals and Objectives For Yuma County Intergovernmental Public Transportation Authority Strategic Plan FY 2013- FY 2018**

#### **1. Fiscal Sustainability**

- Define short- and long-term financial needs
  - Identify ways to sustain current system from collapse
  - Use the transit plan and transit study to project future funding needs
  - Identify financial resources needed to support the strategic plan
- Bring in new revenue
  - Seek out new and unique revenue generators
  - Coordinate with Yuma County regarding a Transportation Excise Tax in FY 2014 or FY 2016
- Maximize productivity, efficiency, and use of assets
  - Explore possible revenue streams
  - Enhance organizational efficiency through training and development
- Evaluate funding options
  - Determine eligible funding options under the state statute
  - Evaluate an opt-in, opt-out equitable funding model
  - Work with AzTA and Yuma County to establish a statewide funding source
- Assure adequate funding
  - Review transit case studies
  - Engage jurisdictions in the funding discussion
  - Assess political/business/civic leader support for funding options

#### **2. Operational Excellence**

- Focus on safety and customer satisfaction
  - Assess current safety and customer programs to identify strengths and weaknesses
  - Recruit employees with system safety skill sets
  - Provide training to enhance safety and customer service skills
- Benchmark and meet performance goals
  - Create a work team to develop operational goals, metrics and reporting in accordance with MAP-21 requirements
  - Research, establish, and implement industry best practices
  - Develop an annual process to review and set operational goals

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**Yuma County Intergovernmental Public Transportation Authority Board Of Directors**  
Robert L. Pickels, Chairman - Yuma County, Greg Wilkinson, Vice Chairman - City of Yuma  
Dr. Larry Gould - Northern Arizona University, Dr. Glenn Mayle - Arizona Western College,  
Ralph Velez - City of San Luis, Paul Soto - Cocopah Tribe, Brian Golding, Sr - Quechan Tribe,  
Rodney Rinehart - Town of Wellton, Bill Lee - City of Somerton

John Andoh, Transit Director

- Leverage technology to improve service
  - Implement AVL to make real-time bus information available to customers
  - Implement new farebox technology systemwide
- Establish a culture of inclusion
  - Implement a comprehensive employee involvement strategy
  - Develop an outreach program that creates increased procurement outcomes for DBEs, MBEs, WBEs, SBEs, and disability-owned businesses
  - Collaborate with other Arizona transit systems and chambers of commerce to create outcomes for DBEs, MBEs, WBEs, SBEs, and disability-owned businesses
  - Develop goals, tracking mechanisms, and reporting for DBE expenditures
  - Assure that DBE policies are understood by all stakeholder
- Become an employer of choice (First Transit and YCIPTA)
  - Assess organizational training and development needs
  - Offer online and classroom training and development programs to foster a skilled workforce
  - Recognize and reward performance

### 3. Ridership Growth

- Conduct research to better understand customers
  - Create a scope of work for an integrated research plan
  - Conduct market research about current riders
  - Engage employees to understand what bus operators think is driving ridership
- Design service to meet customers' needs
  - Develop a baseline transit plan
  - Prioritize plan recommendations and implement based on funding levels
  - Coordinate with other transit to boost multi-modal transit ridership
- Make it easier to ride
  - Aggressively market new fare media to attract new riders
  - Update all customer information and improve availability
  - Provide real-time information (arrival/departure boards, phone and web-based information)
- Increase marketing to attract customers
  - Launch comprehensive marketing campaign to build ridership
  - Promote pass programs through colleges and universities
- Expand employer pass program partnerships
  - Create employer strategy with input from current pass program participants
  - Target employers that could add significant numbers of riders
  - Conduct research on why employers are not encouraging transit ridership
  - Create employer pass program marketing materials
  - Recognize and reward transit-friendly organizations

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- Understand tomorrow's customer
  - Secure a subject-matter expert to review current ridership trends and develop ridership projections for the next 5-10 years, based on demographic patterns
  - Identify what future riders will want through proprietary research
  - Review Yuma travel patterns in conjunction with YMPO

#### **4. Community Engagement**

- Engage stakeholders in five year transit plan development
  - Solicit broad input for the plan from employees, customers and the community
  - Hold a transportation summit
- Build relationships with key constituencies
  - Identify key stakeholders and create a database
  - Inventory board and staff contacts/relationships and cross reference with targeted stakeholders
  - Offer bus rides and facility tours for elected officials and community leaders
  - Send regular updates to targeted stakeholders
- Educate the community about YCIPTA's benefits
  - Create "YCAT at the Crossroads" summary (transit plan and case for transit)
  - Conduct a community and employee education campaign (what YCAT is, how we compare, YCAT's plan, funding needs)
  - Share stories of workers who ride YCIPTA
  - Promote YCAT as a people connector (social aspects)
  - Place speakers at key business and community events and meetings
  - Seek publicity related to regional transit initiatives
- Improve the image of transit
  - Launch the "See Where It Takes You" campaign
  - Change the negative image of YCAT
  - Make transit cool (branding, image, amenities)
- Encourage support for transit
  - Communicate the need for transit
  - Partner with grassroots groups with similar interests
  - Secure transit partners
  - Implement aggressive community outreach (community councils, organization meetings, presence at events, etc.)
  - Use media relations to spread the word (editorial boards, public affairs programs, guest columns, story pitches)
  - Seek feedback through social media

#### **5. Community Engagement**

##### **1. Elevate the profile of the board**

- Position YCIPTA as the authority on public transportation, locally and nationally
- Create a communications plan to support increased board influence

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- Leverage board influence and contacts to provide access for CEO
  - Develop a strategic plan road show
  - Cultivate business relationships
  - Increase coverage of board activities in internal publications
2. Establish competency-based board recruitment
    - Prepare and implement board recruitment plan
    - Develop core competencies
    - Work with elected officials and clerks to assure no vacancies
  3. Provide comprehensive board orientation
    - Document and refine board orientation process
    - Conduct orientation for 100% of board members
    - Provide continuing education opportunities for board members
  4. Redefine committee structure and roles
    - Review and update committee structure
  5. Oversee implementation of the strategic plan
    - Adopt a strategic focus
    - Base strategic decisions on data
    - Create a tracking process to measure the progress of the plan and progress in achieving the mission

## **6. Regional Transit**

1. Assess regional transportation trends and future needs
  - Understand what other regional transportation initiatives are underway and their impact on future ridership
  - Ask what each constituency needs and identify benefits
  - Identify champions for each constituency
2. Build collaboration among transit providers and funders in the region
  - Strengthen relationship with YMPO, ICTC and ADOT
3. Secure multi-jurisdictional support
  - Involve elected officials
  - Build broad-based political support
  - Coordination with Indian Nations in YCIPTA service area
4. Create a multi-modal regional transit network
  - Create a long-range, integrated, regional transportation plan that meets the needs of future riders
  - Provide amenities that future customers will want
  - Build and promote the case for regional transit

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John Andola, Transit Director



## Yuma County Intergovernmental Public Transportation Authority

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### Transit Directors Report November 2019

- **Automatic Passengers Counters (APC):** Installation is complete.
- **YPG 2020:** Transportation planning and schedule with YPG is ongoing for the February 15, 2020 event.
- **YCIPTA Support vehicles:** Working on the purchase of two YCIPTA support vehicles
- **ADOT Drug & Alcohol Audit:** ADOT did a drug and alcohol audit on RATP Dev last month. A few small findings, should have final report by next board meeting.
- **Filming Video:** AzTA marketing consultants will be in Yuma in January to do some filming of YCAT buses and riders for short videos to promote transit in Arizona. They are videoing mostly rural transit agencies. The videos that have been done already are really great. The theme is “Get Your AzTA on the Bus”.
- **Annual Food Drive:** We are in the middle of our annual food drive for the Foodbank. The drive will end December 21, 2019.
- **Upcoming Projects:**
  - Bus Shelter procurement
  - YCIPTA support vehicle procurement
  - Strategic Plan
  - Vanpool RFP
- **Upcoming Events/Conferences/Meetings:**

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#### Yuma County Intergovernmental Public Transportation Authority Board Of Directors

Larry Killman – Chairperson – Town of Wellton, Susan M. Zambrano – Vice Chairperson - Arizona Western College,  
Dr. Michael Sabath – Secretary/Treasurer. - Northern Arizona University, Jay Simonton – City of Yuma,  
Brian Golding, Sr.-Quechan Tribe, Ralph Velez - City of San Luis, Paul Soto – Cocopah Tribe,  
Ian McGaughey - City of Somerton, Susan Thorpe – Yuma County

Shelly Kreger, Transit Director



**RIDERSHIP AND FARES**

Period: 10/1/2018 to 10/31/2018

Route	Cash Fares			Pass Media				Miscellaneous		Special Revenues					Statistics		Other Items	Total Pax
	Basic Cash	Deviations	Disc Cash	Day Pass	Disc Day	Passes Accepted	Smart Cards	Xfers	Free	Aztec	YPIC	Colleges	Coco-pah	Vista	WC	Bikes		
Orange 2	405	0	165	44	22	500	0	0	246	9	1	2,397	32	107	15	87	7	3,928
Brown 3	98	36	102	17	26	251	0	3	75	5	0	176	6	15	0	18	2	774
Green 4	352	0	391	113	89	979	0	0	302	107	97	319	139	674	15	71	5	3,562
Green 4A	259	0	368	77	70	873	0	0	342	125	349	325	132	554	11	63	7	3,474
Blue 5	288	4	156	111	45	799	0	0	197	11	4	76	86	11	8	33	13	1,784
Purple 6	362	0	336	97	56	477	0	0	295	202	11	133	2,832	54	86	101	1	4,855
Gold 8	20	1	13	6	20	57	0	0	40	22	0	211	0	26	0	4	1	415
Silver 9	72	0	7	7	1	75	0	0	68	1	0	1,987	17	3	0	1	1	2,238
Turquoise 10	173	0	0	0	0	0	0	0	26	0	0	0	0	0	3	2	1	199
Night Cat 11	51	0	9	0	0	71	0	0	16	1	0	153	131	3	5	2	0	435
Yellow 95	6,152	0	5,151	993	306	4,643	0	0	2,705	772	55	1,730	622	711	116	354	40	23,840
Specials	86	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	86
<b>Totals</b>	<b>8,318</b>	<b>41</b>	<b>6,698</b>	<b>1,465</b>	<b>635</b>	<b>8,725</b>	<b>0</b>	<b>3</b>	<b>4,312</b>	<b>1,255</b>	<b>517</b>	<b>7,507</b>	<b>3,997</b>	<b>2,158</b>	<b>259</b>	<b>744</b>	<b>78</b>	<b>45,590</b>

**Estimated Revenue Collected**

Revenue Type: Each	Total
Basic Cash Fare: \$2.00	\$16,636.00
Deviations: \$2.00	\$82.00
Discount Cash Fare: \$1.00	\$6,698.00
Day Pass: \$5.00	\$7,325.00
Discount Day Pass: \$2.50	\$1,587.50
Newspapers/Guide: \$0.50-\$1.50	\$39.00
	<b>\$32,367.50</b>





## RIDERSHIP AND FARES

Period: 10/1/2019 to 10/31/2019

Route	Cash Fares			Day Passes Sold		Passes Accepted				Free			Special Revenues					Statistics			Total Pax
	Basic Cash	Disc Cash	Deviations	Day Passes	Disc Day	Day Passes	31-Day Passes	1& 10 Ride	Paper Passes	< 5 & PCAs	Grey-hound	On Call ID	Aztec	YPIC	Colleges	Cocopa	Vista	WC	Bikes	Guides	
Orange 2	791	312	0	27	11	386	117	16	83	7	4	14	42	25	2,113	30	65	21	68	6	4,043
Brown 3	116	107	51	24	46	201	38	2	6	4	1	12	0	1	180	2	4	2	5	13	744
Green 4	335	346	0	70	81	670	322	8	146	42	30	18	86	92	392	144	893	4	30	7	3,675
Green 4A	316	318	0	51	96	545	235	8	130	14	46	7	54	167	443	121	737	5	27	8	3,288
Blue 5	436	309	0	107	135	572	134	3	29	37	7	5	14	4	113	172	8	26	24	12	2,085
Purple 6	441	373	0	60	65	315	126	5	90	195	1	11	242	12	123	2,818	104	121	122	2	4,981
Gold 8	52	53	2	34	25	40	17	1	1	4	0	6	1	1	103	1	9	0	2	1	348
Silver 9	122	29	0	3	0	9	136	11	49	0	1	0	7	2	1,911	22	5	0	1	1	2,307
Turquoise 10	221	0	0	0	0	0	0	0	0	10	1	0	0	0	0	0	0	27	7	2	232
Yellow 95	8,132	6,512	10	717	324	2,423	1,824	107	989	90	63	44	700	250	2,282	710	558	88	353	27	25,725
Specials	2	0	0	0	0	0	0	0	0	31	0	0	0	0	0	0	0	1	30	0	33
<b>Grand Total:</b>	<b>10,964</b>	<b>8,359</b>	<b>63</b>	<b>1,093</b>	<b>783</b>	<b>5,161</b>	<b>2,949</b>	<b>161</b>	<b>1,523</b>	<b>434</b>	<b>154</b>	<b>117</b>	<b>1,146</b>	<b>554</b>	<b>7,660</b>	<b>4,020</b>	<b>2,383</b>	<b>295</b>	<b>669</b>	<b>79</b>	<b>47,461</b>

### REVENUE:

Total Revenue: \$37,022.33  
 Unclassified Revenue: \$1,751.63  
 As a % of Total: 4.73%



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### Summary Financial Report for October 2019

This report is a summary for the period October 2019. The attached monthly profit and loss statements are unaudited figures.

Reconciled account balances for YCIPTA checking accounts held at 1<sup>st</sup> Bank Yuma for the following months are as follows:

#### **October 2019**

Greyhound	\$8,636.95
General	\$56,293.42
Payroll	\$9,343.28
Fare Revenue	\$10,206.823

#### **October 2019**

YC Treasurer	\$38,888.10
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#### **Greyhound sales by Month**

October	\$10,026.84
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#### **Fare Revenue by Month**

##### **October 2019**

YCAT	\$43,195.80
On Call	\$108.54

*Accounts payable* as of October 31, 2019 was \$1,363,168.96

*Accounts receivable* as of October 31, 2019 was \$1,075,142.28

The Auditors are still finalizing items for the FY 2018 Audit. We are still having some items that need some adjustments. With the holidays and tax season we are having some scheduling delays.

**Yuma County Intergovernmental Public Transportation Auth.  
Executive Board P&L  
October 2019**

Accrual Basis

	Oct 19	Jul - Oct 19	YTD Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>40000 - Intergovernmental</b>					
<b>40700 - Miscellaneous Revenues</b>					
40799-3 - Advertising Sales	0.00	0.00	16,000.00	-16,000.00	0.0%
40799-4 - Greyhound Commissions - YCIPTA	1,637.34	5,753.73	26,400.00	-20,646.27	21.79%
40799-5 - Interest	97.61	1,258.32	1,200.00	58.32	104.86%
40799-6 - Miscellaneous Revenues	4.51	268.51	2,000.00	-1,731.49	13.43%
<b>Total 40700 - Miscellaneous Revenues</b>	<b>1,739.46</b>	<b>7,280.56</b>	<b>45,600.00</b>	<b>-38,319.44</b>	<b>15.97%</b>
<b>40900 - Local Funding</b>					
40900-2 - Local Transit Dues	0.00	516,739.00	516,739.00	0.00	100.0%
40900-4 - Contributions Public Entities	58,235.72	189,854.02	557,628.00	-367,773.98	34.05%
<b>Total 40900 - Local Funding</b>	<b>58,235.72</b>	<b>706,593.02</b>	<b>1,074,367.00</b>	<b>-367,773.98</b>	<b>65.77%</b>
<b>41101 - State Grants</b>					
41101-1 - ADOT 5311	0.00	0.00	1,157,552.00	-1,157,552.00	0.0%
41101-2 - ADOT 5310	0.00	14,140.44	25,000.00	-10,859.56	56.56%
<b>Total 41101 - State Grants</b>	<b>0.00</b>	<b>14,140.44</b>	<b>1,182,552.00</b>	<b>-1,168,411.56</b>	<b>1.2%</b>
<b>41300 - Federal Grant Revenue</b>					
41399-1 - FTA 5307	0.00	0.00	6,046,633.00	-6,046,633.00	0.0%
41399-4 - STP Capital Grant	0.00	0.00	301,240.00	-301,240.00	0.0%
<b>Total 41300 - Federal Grant Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>6,347,873.00</b>	<b>-6,347,873.00</b>	<b>0.0%</b>
<b>Total 40000 - Intergovernmental</b>	<b>59,975.18</b>	<b>728,014.02</b>	<b>8,650,392.00</b>	<b>-7,922,377.98</b>	<b>8.42%</b>
<b>41000 - Charges for Service</b>					
<b>40100 - Fare Revenue</b>					
40101 - YCAT Fares	43,195.80	153,066.63	455,748.00	-302,681.37	33.59%
40190 - On Call Fares	108.54	458.54	3,600.00	-3,141.46	12.74%
<b>Total 40100 - Fare Revenue</b>	<b>43,304.34</b>	<b>153,525.17</b>	<b>459,348.00</b>	<b>-305,822.83</b>	<b>33.42%</b>
<b>Total 41000 - Charges for Service</b>	<b>43,304.34</b>	<b>153,525.17</b>	<b>459,348.00</b>	<b>-305,822.83</b>	<b>33.42%</b>
<b>Total Income</b>	<b>103,279.52</b>	<b>881,539.19</b>	<b>9,109,740.00</b>	<b>-8,228,200.81</b>	<b>9.68%</b>
<b>Gross Profit</b>	<b>103,279.52</b>	<b>881,539.19</b>	<b>9,109,740.00</b>	<b>-8,228,200.81</b>	<b>9.68%</b>
<b>Expense</b>					
<b>50100 - Salaries and Wages</b>					

**Yuma County Intergovernmental Public Transportation Auth.  
Executive Board P&L  
October 2018**

Accrual Basis

	Oct 18	Jul - Oct 18	YTD Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>40000 - Intergovernmental</b>					
<b>40700 - Miscellaneous Revenues</b>					
40799-3 - Advertising Sales	0.00	793.75	16,000.00	-15,206.25	4.96%
40799-4 - Greyhound Commissions - YCIPTA	873.48	7,150.25	31,200.00	-24,049.75	22.92%
40799-5 - Interest	48.28	568.20	1,200.00	-631.80	47.35%
40799-6 - Miscellaneous Revenues	15.00	501.05	2,000.00	-1,498.95	25.05%
<b>Total 40700 - Miscellaneous Revenues</b>	<b>936.76</b>	<b>9,013.25</b>	<b>50,400.00</b>	<b>-41,386.75</b>	<b>17.88%</b>
<b>40900 - Local Funding</b>					
40900-2 - Local Transit Dues	0.00	510,982.00	516,739.00	-5,757.00	98.89%
40900-4 - Contributions Public Entities	59,401.85	285,258.56	494,023.00	-208,764.44	57.74%
<b>Total 40900 - Local Funding</b>	<b>59,401.85</b>	<b>796,240.56</b>	<b>1,010,762.00</b>	<b>-214,521.44</b>	<b>78.78%</b>
<b>41101 - State Grants</b>					
41101-1 - ADOT 5311	110,117.90	407,139.82	1,643,938.00	-1,236,798.18	24.77%
41101-2 - ADOT 5310	0.00	0.00	25,000.00	-25,000.00	0.0%
<b>Total 41101 - State Grants</b>	<b>110,117.90</b>	<b>407,139.82</b>	<b>1,668,938.00</b>	<b>-1,261,798.18</b>	<b>24.4%</b>
<b>41300 - Federal Grant Revenue</b>					
41399-1 - FTA 5307	111,168.00	403,160.00	8,618,502.00	-8,215,342.00	4.68%
41399-4 - STP Capital Grant	95,592.00	95,592.00	414,985.00	-319,393.00	23.04%
<b>Total 41300 - Federal Grant Revenue</b>	<b>206,760.00</b>	<b>498,752.00</b>	<b>9,033,487.00</b>	<b>-8,534,735.00</b>	<b>5.52%</b>
<b>Total 40000 - Intergovernmental</b>	<b>377,216.51</b>	<b>1,711,145.63</b>	<b>11,763,587.00</b>	<b>-10,052,441.37</b>	<b>14.55%</b>
<b>41000 - Charges for Service</b>					
<b>40100 - Fare Revenue</b>					
40101 - YCAT Fares	33,358.11	146,263.81	423,447.00	-277,183.19	34.54%
40190 - On Call Fares	162.90	1,067.40	6,663.00	-5,595.60	16.02%
<b>Total 40100 - Fare Revenue</b>	<b>33,521.01</b>	<b>147,331.21</b>	<b>430,110.00</b>	<b>-282,778.79</b>	<b>34.25%</b>
<b>Total 41000 - Charges for Service</b>	<b>33,521.01</b>	<b>147,331.21</b>	<b>430,110.00</b>	<b>-282,778.79</b>	<b>34.25%</b>
<b>Total Income</b>	<b>410,737.52</b>	<b>1,858,476.84</b>	<b>12,193,697.00</b>	<b>-10,335,220.16</b>	<b>15.24%</b>
<b>Gross Profit</b>	<b>410,737.52</b>	<b>1,858,476.84</b>	<b>12,193,697.00</b>	<b>-10,335,220.16</b>	<b>15.24%</b>
<b>Expense</b>					
<b>50100 - Salaries and Wages</b>					

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	Oct 19	Jul - Oct 19	YTD Budget	\$ Over Budget	% of Budget
50102 · Regular Salaries and Wage	26,167.20	113,620.01	368,376.00	-254,755.99	30.84%
<b>Total 50100 · Salaries and Wages</b>	<b>26,167.20</b>	<b>113,620.01</b>	<b>368,376.00</b>	<b>-254,755.99</b>	<b>30.84%</b>
50200 · Fringe Benefits					
50201 · FICA- SS & Medicare	2,001.80	8,691.95	75,591.00	-66,899.05	11.5%
50202 · ASRS	3,131.55	14,293.96	44,610.00	-30,316.04	32.04%
50203 · Health Insurance	3,014.26	11,186.24	44,988.00	-33,801.76	24.87%
50204 · FUTA	27.62	66.17	500.00	-433.83	13.23%
50205 · Life Insurance	60.55	237.10	768.00	-530.90	30.87%
50207 · State Unemployment	0.00	0.00	3,000.00	-3,000.00	0.0%
50208 · Workers Compensation Ins	1,948.00	2,755.00	2,500.00	255.00	110.2%
<b>Total 50200 · Fringe Benefits</b>	<b>10,183.78</b>	<b>37,230.42</b>	<b>171,957.00</b>	<b>-134,726.58</b>	<b>21.65%</b>
50300 · Services					
50301-1 · ADA Paratransit	9,921.72	31,355.70	129,324.00	-97,968.30	24.25%
50301-2 · Accounting & Audit	0.00	0.00	38,000.00	-38,000.00	0.0%
50301-3 · Vanpool Subsidy	10,500.00	41,700.00	126,000.00	-84,300.00	33.1%
50302 · Advertising	2,921.23	16,457.41	80,000.00	-63,542.59	20.57%
50303-1 · Legal Services	1,440.00	4,533.75	25,800.00	-21,266.25	17.57%
50303-2 · Cash Handel/Payroll Processing	650.37	2,768.18	15,000.00	-12,231.82	18.46%
50303-3 · IT Support/Web Development	2,295.00	28,440.23	20,800.00	7,640.23	136.73%
50304 · Temporary Help	0.00	2,441.12	3,000.00	-558.88	81.37%
50305-0 · Bus Contractor	253,174.23	806,339.30	3,209,107.00	-2,402,767.70	25.13%
50305-1 · Contract Costs	2,083.33	8,333.32	100,000.00	-91,666.68	8.33%
50305-2 · Equipment Maintenance	0.00	77.11	20,000.00	-19,922.89	0.39%
50305-3 · Office Equip Repair	0.00	844.87	3,000.00	-2,155.13	28.16%
50305-4 · Vehicle Repair & Maintance	32.22	6,828.51	231,747.00	-224,918.49	2.95%
50305-5 · Building Repairs & Maintance	12,201.06	13,756.96	12,000.00	1,756.96	114.64%
Service	0.00	0.00	20,000.00	-20,000.00	0.0%
50305-7 · Grounds Keeping/Pest Control	39.00	156.00	1,500.00	-1,344.00	10.4%
50305-8 · Software Updates/Maintenance	0.00	2,911.22	55,000.00	-52,088.78	5.29%
50307 · Security Services	0.00	185.95	500.00	-314.05	37.19%

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	Oct 18	Jul - Oct 18	YTD Budget	\$ Over Budget	% of Budget
50102 · Regular Salaries and Wage	27,455.24	95,238.07	359,677.00	-264,438.93	26.48%
<b>Total 50100 · Salaries and Wages</b>	<b>27,455.24</b>	<b>95,238.07</b>	<b>359,677.00</b>	<b>-264,438.93</b>	<b>26.48%</b>
50200 · Fringe Benefits					
50201 · FICA- SS & Medicare	2,100.35	8,142.13	72,691.00	-64,548.87	11.2%
50202 · ASRS	2,637.52	11,769.59	42,442.00	-30,672.41	27.73%
50203 · Health Insurance	3,020.00	13,288.00	43,488.00	-30,200.00	30.56%
50204 · FUTA	10.08	15.12	500.00	-484.88	3.02%
50205 · Life Insurance	44.35	199.60	768.00	-568.40	25.99%
50207 · State Unemployment	2,880.00	5,520.00	3,000.00	2,520.00	184.0%
50208 · Workers Compensation Ins	0.00	1,127.30	2,500.00	-1,372.70	45.09%
<b>Total 50200 · Fringe Benefits</b>	<b>10,692.30</b>	<b>40,061.74</b>	<b>165,389.00</b>	<b>-125,327.26</b>	<b>24.22%</b>
50300 · Services					
50301-1 · ADA Paratransit	12,852.67	45,531.72	126,000.00	-80,468.28	36.14%
50301-2 · Accounting & Audit	0.00	0.00	28,000.00	-28,000.00	0.0%
50301-3 · Vanpool Subsidy	9,180.00	40,080.00			
50302 · Advertising	3,440.51	15,532.26	80,000.00	-64,467.74	19.42%
50303-1 · Legal Services	4,470.00	11,817.75	45,000.00	-33,182.25	26.26%
50303-2 · Cash Handel/Payroll Processing	628.56	2,649.36	6,500.00	-3,850.64	40.76%
50303-3 · IT Support/Web Development	845.00	3,535.76	15,000.00	-11,464.24	23.57%
50304 · Temporary Help	551.88	2,664.68	3,000.00	-335.32	88.82%
50305-0 · Bus Contractor	245,257.04	936,952.27	2,892,863.00	-1,955,910.73	32.39%
50305-1 · Contract Costs	10,276.29	40,499.94	100,000.00	-59,500.06	40.5%
50305-2 · Equipment Maintenance	494.93	2,413.70	40,000.00	-37,586.30	6.03%
50305-3 · Office Equip Repair	983.94	1,222.42	3,000.00	-1,777.58	40.75%
50305-4 · Vehicle Repair & Maintance	16,631.17	131,715.10	280,000.00	-148,284.90	47.04%
50305-5 · Building Repairs & Maintance	58.50	5,896.92	12,000.00	-6,103.08	49.14%
Service	0.00	13,650.00	20,000.00	-6,350.00	68.25%
50305-7 · Grounds Keeping/Pest Control	39.00	156.00	2,500.00	-2,344.00	6.24%
50305-8 · Software Updates/Maintenance	0.00	2,699.81	55,000.00	-52,300.19	4.91%
50306-1 · Bus Cleaning Services	3,099.60	3,099.60			
50307 · Security Services	0.00	0.00	500.00	-500.00	0.0%

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	Oct 19	Jul - Oct 19	YTD Budget	\$ Over Budget	% of Budget
<b>Total 50300 - Services</b>	295,258.16	967,129.63	4,090,778.00	-3,123,648.37	23.64%
<b>50400 - Materials and Supplies</b>					
50401 - Fuel, Oil, Lubricants	39,450.69	154,703.25	458,700.00	-303,996.75	33.73%
50499-1 - Office Supplies	626.37	2,662.66	3,000.00	-337.34	88.76%
50499-2 - Postage	60.00	387.69	1,500.00	-1,112.31	25.85%
50499-3 - Printing	35.22	6,587.71	20,000.00	-13,412.29	32.94%
50499-4 - Misc Materials & Supplies	203.90	440.54	35,400.00	-34,959.46	1.24%
<b>Total 50400 - Materials and Supplies</b>	40,376.18	164,781.85	518,600.00	-353,818.15	31.77%
<b>50500 - Utilities</b>					
50501 - Electricity	1,339.07	5,825.80	17,000.00	-11,174.20	34.27%
50502-1 - Refuse Disposal	217.04	839.91	2,000.00	-1,160.09	42.0%
50502-2 - Water - Offices	127.19	492.68	1,500.00	-1,007.32	32.85%
<b>Total 50500 - Utilities</b>	1,683.30	7,158.39	20,500.00	-13,341.61	34.92%
<b>50600 - Casualty and Liability Insuranc</b>					
50608-1 - Gen Liab Insurance	0.00	8,127.53	4,000.00	4,127.53	203.19%
50608-2 - Prof. Liability Insurance	0.00	2,196.67	3,500.00	-1,303.33	62.76%
50608-3 - Automobile Insurance	0.00	0.00	4,500.00	-4,500.00	0.0%
<b>Total 50600 - Casualty and Liability Insuranc</b>	0.00	10,324.20	12,000.00	-1,675.80	86.04%
<b>50900 - Miscellaneous Expenses</b>					
50901 - Memberships/Dues/Subscriptions	4,000.00	7,663.80	15,000.00	-7,336.20	51.09%
50902 - Travel Expenses	2,178.06	10,477.97	30,000.00	-19,522.03	34.93%
50906 - Finance Charges/Penalties	9,277.82	17,772.88	5,000.00	12,772.88	355.46%
50999-1 - License and Permits	0.00	0.00	300.00	-300.00	0.0%
50999-2 - Training/Education	80.00	2,280.00	75,044.00	-72,764.00	3.04%
50999-3 - Other Misc Expense	10.84	480.56			
50999-5 - Telephone/Internet	644.12	2,496.60	8,000.00	-5,503.40	31.21%
<b>Total 50900 - Miscellaneous Expenses</b>	16,190.84	41,171.81	133,344.00	-92,172.19	30.88%
<b>51200 - Leases and Rentals</b>					
51212-1 - Building Lease	4,200.00	16,800.00	50,400.00	-33,600.00	33.33%
<b>Total 51200 - Leases and Rentals</b>	4,200.00	16,800.00	50,400.00	-33,600.00	33.33%

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<b>Total 50300 - Services</b>	308,809.09	1,260,117.29	3,709,363.00	-2,449,245.71	33.97%
<b>50400 - Materials and Supplies</b>					
50401 - Fuel, Oil, Lubricants	42,505.91	152,956.60	400,000.00	-247,043.40	38.24%
50499-1 - Office Supplies	730.32	1,979.33	3,000.00	-1,020.67	65.98%
50499-2 - Postage	83.31	289.48	3,000.00	-2,710.52	9.65%
50499-3 - Printing	2,826.07	4,970.45	25,000.00	-20,029.55	19.88%
50499-4 - Misc Materials & Supplies	0.00	76.75	35,400.00	-35,323.25	0.22%
<b>Total 50400 - Materials and Supplies</b>	46,145.61	160,272.61	466,400.00	-306,127.39	34.36%
<b>50500 - Utilities</b>					
50501 - Electricity	1,478.18	6,386.78	17,000.00	-10,613.22	37.57%
50502-1 - Refuse Disposal	168.33	599.43	1,500.00	-900.57	39.96%
50502-2 - Water - Offices	140.93	440.32	1,500.00	-1,059.68	29.36%
<b>Total 50500 - Utilities</b>	1,787.44	7,426.53	20,000.00	-12,573.47	37.13%
<b>50600 - Casualty and Liability Insuranc</b>					
50608-1 - Gen Liab Insurance	0.00	4,961.65	3,900.00	1,061.65	127.22%
50608-2 - Prof. Liability Insurance	0.00	0.00	3,500.00	-3,500.00	0.0%
50608-3 - Automobile Insurance	0.00	3,984.00	3,900.00	84.00	102.15%
<b>Total 50600 - Casualty and Liability Insuranc</b>	0.00	8,945.65	11,300.00	-2,354.35	79.17%
<b>50900 - Miscellaneous Expenses</b>					
50901 - Memberships/Dues/Subscriptions	60.00	4,773.80	18,000.00	-13,226.20	26.52%
50902 - Travel Expenses	1,876.17	13,358.29	30,000.00	-16,641.71	44.53%
50906 - Finance Charges/Penalties	23.46	1,924.23	5,000.00	-3,075.77	38.49%
50999-1 - License and Permits	0.00	0.00	300.00	-300.00	0.0%
50999-2 - Training/Education	0.00	570.00	25,000.00	-24,430.00	2.28%
50999-3 - Other Misc Expense	590.00	2,591.63	200,000.00	-197,408.37	1.3%
50999-5 - Telephone/Internet	658.09	2,689.09	8,000.00	-5,310.91	33.61%
<b>Total 50900 - Miscellaneous Expenses</b>	3,207.72	25,907.04	286,300.00	-260,392.96	9.05%
<b>51200 - Leases and Rentals</b>					
51212-1 - Building Lease	4,200.00	16,800.00	50,400.00	-33,600.00	33.33%
51212-2 - Leases Rental Equipment	0.00	0.00	1,000.00	-1,000.00	0.0%
<b>Total 51200 - Leases and Rentals</b>	4,200.00	16,800.00	51,400.00	-34,600.00	32.69%

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	Oct 19	Jul - Oct 19	YTD Budget	\$ Over Budget	% of Budget
<b>51600 - Capital Outlay</b>					
<b>51600-3 - Buildings/Mutli Modal Center</b>	0.00	0.00	2,933,711.00	-2,933,711.00	0.0%
<b>51600-5 - Automobiles</b>	0.00	0.00	163,224.00	-163,224.00	0.0%
<b>51600-6 - Furniture and Equipment</b>	88,930.00	88,964.75	646,850.00	-557,885.25	13.75%
<b>Total 51600 - Capital Outlay</b>	88,930.00	88,964.75	3,743,785.00	-3,654,820.25	2.38%
<b>Total Expense</b>	482,989.46	1,447,181.06	9,109,740.00	-7,662,558.94	15.89%
<b>Net Ordinary Income</b>	-379,709.94	-565,641.87	0.00	-565,641.87	100.0%
<b>Net Income</b>	<b>-379,709.94</b>	<b>-565,641.87</b>	<b>0.00</b>	<b>-565,641.87</b>	<b>100.0%</b>

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	Oct 18	Jul - Oct 18	YTD Budget	\$ Over Budget	% of Budget
<b>51600 - Capital Outlay</b>					
<b>51600-3 - Buildings/Mutli Modal Center</b>	0.00	0.00	3,499,492.00	-3,499,492.00	0.0%
<b>51600-5 - Automobiles</b>	101,370.29	101,370.29	2,567,733.00	-2,466,362.71	3.95%
<b>51600-6 - Furniture and Equipment</b>	0.00	15,776.80	1,056,643.00	-1,040,866.20	1.49%
<b>Total 51600 - Capital Outlay</b>	101,370.29	117,147.09	7,123,868.00	-7,006,720.91	1.64%
<b>Total Expense</b>	503,667.69	1,731,916.02	12,193,697.00	-10,461,780.98	14.2%
<b>Net Ordinary Income</b>	-92,930.17	126,560.82	0.00	126,560.82	100.0%
<b>Net Income</b>	<b>-92,930.17</b>	<b>126,560.82</b>	<b>0.00</b>	<b>126,560.82</b>	<b>100.0%</b>