

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
(YARTS) AUTHORITY ADVISORY COMMITTEE AND
JOINT POWERS AUTHORITY**

MINUTES

January 14, 2013

The combined meeting of the Yosemite Area Regional Transportation System (YARTS) Authority Advisory Committee and the Joint Powers Authority Board held Monday, January 14, 2013 at the Merced County Association of Governments, 369 W. 18th Street, Merced, CA was called to order by Commissioner Stetson at 1:02 p.m.

MEMBERS PRESENT

Tim Alpers, Mono County Supervisor (via video conference)
Kevin Cann, Mariposa County Supervisor
Linn Davis, Merced County Supervisor
Bung Hunt, Mono County Supervisor (via video conference)
Lee Stetson, Mariposa County Supervisor
Hub Walsh, Merced County Supervisor

MEMBERS ABSENT

None

OTHERS PRESENT

Karen Baker, City of Merced, AAC member
Scott Burns, Mono County LTC, AAC member (via video conference)
Barbara Carrier, Mariposa County, AAC member
Cliff Chambers, Mobility Planners LLC
Heather DeBethizy, Mono County (via video conference)
Denise Demery, VIA Adventures
Rich Green, Transit Joint Powers Authority for Merced County, AAS member
Larry Harris, YARTS Rider
Sandy Hogan, Mono County LTC, AAC member (via video conference)
Marjie Kirn, Interim Executive Director, MCAG (arrived at 2:20 p.m.)
Robin Lamas, YARTS staff
Dariana Lua, YARTS staff
Marty Nielson, National Park Service, Yosemite
Sheri Ogden, Yosemite National Park, AAC member
Sinarath Pheng, Caltrans, AAC member
Tyler Summersett, Tuolumne County Transportation Council
Dick Whittington, YARTS Staff

1. Introductions

Commissioner Stetson introduced the two new Supervisors from Mono County, Tim Alpers and Byng Hunt, who will also be Commissioners on the YARTS Board.

2. Public Comment

None.

3. Minutes of the November 5, 2012 YARTS JPA and AAC Combined Meeting

Sandy Hogan noted that Dana Stroud's title should be changed to Yosemite Gateway Partners.

Commissioner Walsh moved to approve the minutes of the November 5, 2012 YARTS JPA and AAC combined meeting minutes with the correction noted.

Seconded by Commissioner Cann.

Abstained – Commissioners Stetson, Alpers, Hunt

MOTION CARRIED.

4. Information/Discussion Only

- a. VIA Monthly Service Reports for October 2012 – November 2012
- b. YARTS Ridership History/Visitation History
- c. YARTS Financial Report

4b – The ridership numbers were updated/corrected.

So noted.

5. YARTS Audit – Fiscal Year 2011/2012

Commissioner Walsh moved to approve and accept the YARTS Audit for Fiscal Year ending June 30, 2012 prepared by Price, Paige & Company.

Seconded by Commissioner Hunt.

MOTION CARRIED UNANIMOUSLY.

6. YARTS New Service Contract

Commissioner Davis moved to authorize the Interim Executive Director to process the contract to full execution.

Seconded by Commissioner Walsh.

MOTION CARRIED UNANIMOUSLY.

7. YARTS Treasurer and Controller Appointment

Dick Whittington gave a brief review of the Treasurer and Controller appointment.

8. Fare Boxes and Credit Card Use

Dick Whittington gave a review of the purchase of the electronic fare boxes and the benefits of improved money handling procedures and data collection. Dick stated that the new fare boxes have arrived and will be installed on or around February 8, 2013. Staff will continue meeting with representatives of the card processors needed to be able to accept credit cards from YARTS riders.

9. Fare Structure Evaluation

This item will be moved forward to the next YARTS meeting in March or there may possibly be a special meeting to expedite consideration of the item.

10. Oral Report – Managers’ Report

So noted.

11. Oral Report – National Park Service

Marty Nielson gave the report from the National Park Service.

12. Board of Commissioners Remarks

So noted.

THERE BEING NO FURTHER BUSINESS OF THE YARTS AUTHORITY ADVISORY COMMITTEE / JOINT POWERS AUTHORITY, THE MEETING WAS ADJOURNED AT 2:35 P.M.

NOTICE OF COMBINED MEETING
OF THE
YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
(YARTS) AUTHORITY ADVISORY COMMITTEE AND
JOINT POWERS AUTHORITY

Monday, January 14, 2013 – 1:00 PM

Merced County Association of Governments
Front Conference Room
369 W. 18th Street
Merced, California
(209) 723-3153

**THIS MEETING WILL BE CONDUCTED BY VIDEOCONFERENCE
AT THE FOLLOWING LOCATION:
SIERRA CENTER MALL, BOARD OF SUPERVISORS CONFERENCE
ROOM, THIRD FLOOR
452 OLD MAMMOTH ROAD, MAMMOTH LAKES, CA
MEMBERS OF THE YOSEMITE AREA REGIONAL
TRANSPORTATION SYSTEM AUTHORITY ADVISORY
COMMITTEE AND MEMBERS OF THE PUBLIC MAY ATTEND
AND PARTICIPATE IN THE MEETING AT THE
VIDEOCONFERENCE LOCATION. MEMBERS OF THE PUBLIC
APPEARING AT A VIDEOCONFERENCE LOCATION WILL BE
PROVIDED AN OPPORTUNITY TO ADDRESS THE LEGISLATIVE
BODY DIRECTLY AS PROVIDED BY LAW.**

1. INTRODUCTIONS
2. PUBLIC COMMENT

**PERSONS WISHING TO COMMENT ON ANY ITEM NOT ON THE AGENDA MAY DO
SO AT THIS TIME. PLEASE LIMIT YOUR COMMENTS TO A MAXIMUM OF FIVE
MINUTES PER PERSON. STATING YOUR NAME FOR THE RECORD IS OPTIONAL,
BUT USEFUL IN ACTING ON COMMENTS AND REQUESTS. FOR ITEMS NOT ON
THE AGENDA, NO ACTION WILL BE TAKEN AT THIS TIME.**

THE PUBLIC IS INVITED TO SPEAK ON ANY ITEM ON THE AGENDA.

**PERSONS WISHING TO COMMENT ON ITEMS LISTED ON THE AGENDA MAY DO
SO WHEN THE COMMITTEE CONSIDERS THAT ITEM. THE CHAIRPERSON WILL
CALL FOR COMMENTS FOLLOWING STAFF INTRODUCTION OF THE ITEM AND
QUESTIONS BY COMMITTEE MEMBERS HAVE BEEN DISCUSSED.**

COPIES OF STAFF REPORTS OR OTHER WRITTEN DOCUMENTATION RELATING TO ITEMS OF BUSINESS REFERRED TO ON THE AGENDA ARE ON FILE IN THE OFFICE OF MERCED COUNTY ASSOCIATION OF GOVERNMENTS. PERSONS WITH QUESTIONS CONCERNING AGENDA ITEMS MAY CALL MCAG TO INQUIRE ON THE NATURE OF THE ITEM DESCRIBED ON THE AGENDA.

ITEM

STAFF

- * **3. Minutes of the November 5, 2012 YARTS JPA and AAC combined meeting**

- 4. Information/Discussion Only**
- # a. VIA Monthly Service Reports for October 2012 – November 2012
- # b. YARTS Ridership History/Visitation History
- # c. YARTS Financial Report

- * + **5. YARTS Audit – Fiscal Year 2011/2012** Dick Whittington
- Approve and accept the YARTS Audit for Fiscal Year ending June 30, 2012 prepared by Price, Paige & Company.

- * # **6. YARTS New Service Contract** Dick Whittington
- Authorize the Interim Executive Director to process the contract to full execution.

- # **7. YARTS Treasurer and Controller Appointment** Dick Whittington
- For discussion and comment only.

- 8. Fare Boxes and Credit Card Use** Dick Whittington
- For information and discussion only.

- 9. Fare Structure Evaluation**
- For information and discussion only.

- 10. Oral Report – Managers’ Report** Dick Whittington

11. Oral Report – National Park Service

Marty Nielson

12. Board of Commissioners Remarks

** Action*

Attachment

+ Enclosure

*The next YARTS meetings will be held Monday, March 18, 2013 at the Merced
County Association of Governments, Front Conference Room,
369 W. 18th Street, Merced, CA*

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
(YARTS) AUTHORITY ADVISORY COMMITTEE AND
JOINT POWERS AUTHORITY**

MINUTES

November 5, 2012

The combined meeting of the Yosemite Area Regional Transportation System (YARTS) Authority Advisory Committee and the Joint Powers Authority Board held Monday, November 5, 2012, at the Merced County Association of Governments, 369 W. 18th Street, Merced, CA was called to order by Commissioner Davis at 10:07 a.m.

MEMBERS PRESENT

Vikki Bauer, Mono County Supervisor (via video conference)
Kevin Cann, Mariposa County Supervisor
Linn Davis, Merced County Supervisor
Tim Hansen, Mono County Supervisor (via video conference)
Candy O'Donel-Browne, for Lee Stetson, Mariposa County Supervisor
Hub Walsh, Merced County Supervisor

MEMBERS ABSENT

None

OTHERS PRESENT

Karen Baker, City of Merced, AAC member
Scott Burns, Mono County LTC, AAC member (via video conference)
Barbara Carrier, Mariposa County, AAC member
Heather DeBethizy, Mono County (via video conference)
Denise Demery, VIA Adventures
Rich Green, Transit Joint Powers Authority for Merced County
Larry Harris, Merced Resident
Sandy Hogan, Mono County LTC, AAC member (via video conference)
Marjie Kirm, Interim Executive Director, MCAG
Robin Lamas, YARTS staff
Dariana Lua, YARTS staff
Marty Nielson, National Park Service, Yosemite
Sinarath Pheng, Caltrans AAC member
Danna Stroud, Mammoth Lakes Citizens Advisory Committee, AAC member
Tyler Summersett, Tuolumne County Transportation Council
Dick Whittington, YARTS Staff
Sean Williams, Holiday Inn Express

1. Introductions

So noted.

2. Public Comment

None.

3. Minutes of the July 23, 2012 YARTS JPA and AAC Combined Meeting

Marjie Kirn stated that she was in attendance at the July 23, 2012 YARTS JPA meeting and the minutes should reflect her attendance.

Commissioner Walsh moved to approve the minutes of the July 23, 2012 YARTS JPA and AAC combined meeting minutes with the correction noted.

Seconded by Commissioner Bauer.

MOTION CARRIED UNANIMOUSLY.

4. Information/Discussion Only

- a. VIA Monthly Service Reports for June 2012 – September 2012
- b. YARTS Ridership History/Visitation History
- c. YARTS Financial Report

So noted.

5. YARTS Funding Update

Dick Whittington stated that he includes the YARTS Funding Update each month to keep the committees aware of funding sources. Dick stated that he and Marjie Kirn are planning a trip to Sacramento to talk to elected officials to see about future funding.

6. Drug and Alcohol Testing Policy

Commissioner Bauer moved to approve the VIA Adventures Drug and Alcohol Policy for application to YARTS.

Seconded by Commissioner O'Donel-Browne.

MOTION CARRIED UNANIMOUSLY.

7. YARTS Authority Advisory Committee

Dick Whittington gave a brief review of the staff report. The Board directed staff to suspend, until the next meeting, discussion on revitalizing the Authority Advisory Committee and to include the current Authority Advisory Committee members and the JPA Board members both in the discussion.

8. YARTS Authority Advisory Committee Nominations

During discussion of the Authority Advisory Committee nominations, Sandy Hogan from Mono County requested her title be changed from U.S. Forest Service, Retired to Mono County LTC.

Commissioner Walsh moved to approve the change in Sandy Hogan's title.
Seconded by Commissioner Candy O'Donel-Browne.

MOTION CARRIED UNANIMOUSLY.

Commissioner Walsh moved to approve the nomination of Richard Green and Sean Williams to serve on the YARTS Authority Advisory Committee.
Seconded by Commissioner Candy O'Donel-Browne.

MOTION CARRIED UNANIMOUSLY.

9. Tuolumne County Transit Study

Dick Whittington gave a review of the Tuolumne County Transit Study.

So noted.

10. Oral Report – Managers' Report

So noted.

11. Oral Report – National Park Service

Marty Nielson gave the report from the National Park Service.

12. Service Recognition

Commissioner Walsh recognized Tim Hansen and Vikki Bauer in appreciation of their service to YARTS. Hub stated that Vikki started with YARTS in 2005 and has been Chair of the committee a number of times. Vikki also has had a regional focus for YARTS and will be greatly missed. Both Vikki Bauer and Tim Hansen have contributed greatly to YARTS.

13. Board of Commissioners Remarks

So noted.

THERE BEING NO FURTHER BUSINESS OF THE YARTS AUTHORITY ADVISORY COMMITTEE / JOINT POWERS AUTHORITY, THE MEETING WAS ADJOURNED AT 11:19 P.M.



November 13, 2012

Mr. Whittington
Merced County Association of Governments
369 W. 18th Street
Merced, CA 95340

RE: YARTS Monthly Report: October 1-31, 2012

Dear Mr. Whittington,

In accordance with the summer contract agreement between the Yosemite Area Regional Transportation System Joint Powers Authority (YARTS JPA) and VIA Adventures, Inc. attached please find the monthly summary of operating statistics for October 1 – 31, 2012.

Please feel free to contact me directly at 384-1315 should you have questions or need additional information.

Sincerely,

Denise Demery
YARTS Program Manager

RIDERSHIP

From 10/1/2012 to 10/31/2012

A total of 5,954 passengers were carried on the HWY 140 system by VIA. Of these, 643 were Amtrak passengers utilizing the YARTS service.

Ridership - All

Date	DNC	NPS	Other	Total Employees	Adult Paid	Sr/Child Paid	Commuter Paid	Child Free	Amtrak Paid	Total Paid	Total
10/1/2012	7	81	6	94	78	7	43	3	25	153	250
10/2/2012	1	76	0	77	80	7	45	6	24	156	239
10/3/2012	1	80	0	81	80	14	46	4	21	161	246
10/4/2012	2	77	1	80	77	6	43	4	23	149	233
10/5/2012	0	32	1	33	82	9	42	8	18	151	192
10/6/2012	2	4	2	8	57	4	8	2	19	88	98
10/7/2012	0	2	0	2	47	2	7	1	9	65	68
10/8/2012	4	8	6	18	70	4	30	3	19	123	144
10/9/2012	2	73	4	79	83	7	37	5	23	150	234
10/10/2012	2	77	4	83	66	11	39	2	21	137	222
10/11/2012	1	76	1	78	94	11	39	6	12	156	240
10/12/2012	4	41	2	47	58	9	43	1	40	150	198
10/13/2012	0	1	1	2	50	3	8	1	18	79	82
10/14/2012	1	5	0	6	48	7	9	3	22	86	95
10/15/2012	5	83	3	91	77	11	49	8	27	164	263
10/16/2012	1	93	5	99	85	9	42	8	18	154	261
10/17/2012	7	87	7	101	83	2	33	4	23	141	246
10/18/2012	10	85	5	100	65	4	38	5	17	124	229
10/19/2012	4	35	5	44	83	5	37	3	16	141	188
10/20/2012	0	7	0	7	68	2	9	3	21	100	110
10/21/2012	4	11	2	17	72	1	13	1	16	102	120
10/22/2012	4	75	5	84	71	23	47	3	20	161	248
10/23/2012	3	87	2	92	67	6	47	6	14	134	232
10/24/2012	10	62	3	75	71	6	54	5	19	150	230
10/25/2012	2	54	6	62	56	7	50	4	23	136	202
10/26/2012	3	39	3	45	90	17	35	4	27	169	218
10/27/2012	0	7	0	7	73	1	10	1	22	106	114
10/28/2012	2	12	1	15	51	5	4	5	30	90	110
10/29/2012	0	69	0	69	75	4	41	12	15	135	216
10/30/2012	1	88	2	91	43	3	49	3	25	120	214
10/31/2012	2	78	3	83	70	5	34	4	16	125	212
Total	85	1,605	80	1,770	2,170	212	1,031	128	643	4,056	5,954
Percent	1.43%	26.96%	1.34%	29.73%	36.45%	3.56%	17.32%	2.15%	10.80%	68.12%	100.00%

From 10/1/2012 to 10/31/2012

Ridership Excluding Amtrak

Date	DNC	NPS	Other	Total Employees	Adult Paid	Commuter Paid	Child Free	Sr/Child Paid	Total Paid	Total
10/1/2012	7	81	6	94	78	43	3	7	128	225
10/2/2012	1	76	0	77	80	45	6	7	132	215
10/3/2012	1	80	0	81	80	46	4	14	140	225
10/4/2012	2	77	1	80	77	43	4	6	126	210
10/5/2012	0	32	1	33	82	42	8	9	133	174
10/6/2012	2	4	2	8	57	8	2	4	69	79
10/7/2012	0	2	0	2	47	7	1	2	56	59
10/8/2012	4	8	6	18	70	30	3	4	104	125
10/9/2012	2	73	4	79	83	37	5	7	127	211
10/10/2012	2	77	4	83	66	39	2	11	116	201
10/11/2012	1	76	1	78	94	39	6	11	144	228
10/12/2012	4	41	2	47	58	43	1	9	110	158
10/13/2012	0	1	1	2	50	8	1	3	61	64
10/14/2012	1	5	0	6	48	9	3	7	64	73
10/15/2012	5	83	3	91	77	49	8	11	137	236
10/16/2012	1	93	5	99	85	42	8	9	136	243
10/17/2012	7	87	7	101	83	33	4	2	118	223
10/18/2012	10	85	5	100	65	38	5	4	107	212
10/19/2012	4	35	5	44	83	37	3	5	125	172
10/20/2012	0	7	0	7	68	9	3	2	79	89
10/21/2012	4	11	2	17	72	13	1	1	86	104
10/22/2012	4	75	5	84	71	47	3	23	141	228
10/23/2012	3	87	2	92	67	47	6	6	120	218
10/24/2012	10	62	3	75	71	54	5	6	131	211
10/25/2012	2	54	6	62	56	50	4	7	113	179
10/26/2012	3	39	3	45	90	35	4	17	142	191
10/27/2012	0	7	0	7	73	10	1	1	84	92
10/28/2012	2	12	1	15	51	4	5	5	60	80
10/29/2012	0	69	0	69	75	41	12	4	120	201
10/30/2012	1	88	2	91	43	49	3	3	95	189
10/31/2012	2	78	3	83	70	34	4	5	109	196
Total	85	1,605	80	1,770	2,170	1,031	128	212	3,413	5,311
Percent	1.60%	30.22%	1.51%	33.33%	40.86%	19.41%	2.41%	3.99%	64.26%	100.00%

Ridership by Pick-up Location

Pick-up Location	Riders	Percentage
Merced Mall/Targ	13	0.22%
Airport	8	0.13%
Merced College	77	1.29%
Mall (PG&E)	3	0.05%
Downtown (Court	15	0.25%
Amtrak	812	13.64%
Transpo	216	3.63%
Catheys Valley	65	1.09%
MPMidtown	194	3.26%
Roadside Rest	595	9.99%
Mariposa Park &	462	7.76%
KOA	163	2.74%
MidPines	260	4.37%
MPPO	178	2.99%
Bug Hostel	269	4.52%
Cedar Lodge	107	1.80%
NPS Maintenance	401	6.73%
Barium Mine Rd	145	2.44%
El Portal PO	270	4.53%
YV Lodge	218	3.66%
YosVCenter	566	9.51%
Curry Village	276	4.64%
Ahwahnee	103	1.73%
YosLodge	497	8.35%
UC Merced	41	0.69%
Totals	5954	100.00%

LOAD FACTOR ANALYSIS : October 01 - October 31, 2012

Below please find the load factor calculations for the HWY 140 runs operated by VIA for October 01 through October 31, 2012. The load factor analysis is broken down by daily-all routes, weekday, and weekend service.

WITH AMTRAK

Daily - All Runs

Runs	Max Load Capacity	Ridership	Load Factor	
01C.1	1,265	641	50.67%	Inbound 5:28am service from Catheys Valley to Y
02C.1	1,705	734	43.05%	Inbound 5:58am service from Catheys Valley to Y
3.1	1,258	410	32.59%	Inbound 7:00am service from Merced to YV
4.4	1,698	534	31.45%	Inbound 10:20am service from Merced to YV
5.4	1,705	403	23.64%	Inbound 1:20am service from Merced to YV
6.2	48	23	47.92%	Inbound 3:45am special service Merced to YV
6.2	1,265	306	24.19%	Inbound 4:30pm service from Merced to Midpines
7.1	685	254	37.08%	Outbound 6:20am service from Hostel to Merced
8.1	1,705	617	36.19%	Outbound 10:00am service from YV to Merced
9.6	1,705	807	47.33%	Outbound 3:45pm service from YV to Merced
10.2	1,258	337	26.79%	Outbound 4:40pm service from YV to Mariposa
11.3	1,698	514	30.27%	Outbound 5:10pm service from YV to Merced
12.4	1,705	374	21.94%	Outbound 6:00pm service from YV to Merced
Total	17,700	5,954	33.64%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
01C.1	1,265	641	50.67%	Inbound 5:28am service from Catheys Valley to YV
02C.1	1,265	574	45.38%	Inbound 5:58am service from Catheys Valley to YV
3.1	1,258	410	32.59%	Inbound 7:00am service from Merced to YV
4.4	1,265	401	31.70%	Inbound 10:20am service from Merced to YV
5.4	1,265	318	25.14%	Inbound 1:20am service from Merced to YV
6.2	1,265	306	24.19%	Inbound 4:30pm service from Merced to Midpines
7.1	685	254	37.08%	Outbound 6:20am service from Hostel to Merced
8.1	1,265	478	37.79%	Outbound 10:00am service from YV to Merced
9.6	1,265	728	57.55%	Outbound 3:45pm service from YV to Merced
10.2	1,258	337	26.79%	Outbound 4:40pm service from YV to Mariposa
11.3	1,265	419	33.12%	Outbound 5:10pm service from YV to Merced
12.4	1,265	291	23.00%	Outbound 6:00pm service from YV to Merced
Total	14,586	5,157	35.36%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.1	440	160	36.36%	Inbound 5:58am service from Catheys Valley to YV
4.4	433	133	30.72%	Inbound 10:20am service from Merced to YV
5.4	440	85	19.32%	Inbound 1:20am service from Merced to YV
6.2	48	23	47.92%	Inbound 3:45am special service Merced to YV
8.1	440	139	31.59%	Outbound 10:00am service from YV to Merced
9.6	440	79	17.95%	Outbound 3:45pm service from YV to Merced
11.3	433	95	21.94%	Outbound 5:10pm service from YV to Merced
12.4	440	83	18.86%	Outbound 6:00pm service from YV to Merced
Total	3,114	797	25.59%	

WITHOUT AMTRAK

Daily - All Routes

Runs	Max Load Capacity	Ridership	Load Factor	
01C.1	1,265	641	50.67%	Inbound 5:28am service from Catheys Valley to YV
02C.1	1,705	734	43.05%	Inbound 5:58am service from Catheys Valley to YV
3.1	1,258	408	32.43%	Inbound 7:00am service from Merced to YV
4.4	1,698	331	19.49%	Inbound 10:20am service from Merced to YV
5.4	1,705	276	16.19%	Inbound 1:20am service from Merced to YV
6.2	48	19	39.58%	Inbound 3:45am special service Merced to YV
6.2	1,265	279	22.06%	Inbound 4:30pm service from Merced to Midpines
7.1	685	245	35.77%	Outbound 6:20am service from Hostel to Merced
8.1	1,705	475	27.86%	Outbound 10:00am service from YV to Merced
9.6	1,705	727	42.64%	Outbound 3:45pm service from YV to Merced
10.2	1,258	332	26.39%	Outbound 4:40pm service from YV to Mariposa
11.3	1,698	508	29.92%	Outbound 5:10pm service from YV to Merced
12.4	1,705	336	19.71%	Outbound 6:00pm service from YV to Merced
Total	17,700	5,311	30.01%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
01C.1	1,265	641	50.67%	Inbound 5:28am service from Catheys Valley to YV
02C.1	1,265	574	45.38%	Inbound 5:58am service from Catheys Valley to YV
3.1	1,258	408	32.43%	Inbound 7:00am service from Merced to YV
4.4	1,265	247	19.53%	Inbound 10:20am service from Merced to YV
5.4	1,265	219	17.31%	Inbound 1:20am service from Merced to YV
6.2	1,265	279	22.06%	Inbound 4:30pm service from Merced to Midpines
7.1	685	245	35.77%	Outbound 6:20am service from Hostel to Merced
8.1	1,265	376	29.72%	Outbound 10:00am service from YV to Merced
9.6	1,265	665	52.57%	Outbound 3:45pm service from YV to Merced
10.2	1,258	332	26.39%	Outbound 4:40pm service from YV to Mariposa
11.3	1,265	415	32.81%	Outbound 5:10pm service from YV to Merced
12.4	1,265	270	21.34%	Outbound 6:00pm service from YV to Merced
Total	14,586	4,671	32.02%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.1	440	160	36.36%	Inbound 5:58am service from Catheys Valley to YV
4.4	433	84	19.40%	Inbound 10:20am service from Merced to YV
5.4	440	57	12.95%	Inbound 1:20am service from Merced to YV
6.2	48	19	39.58%	Inbound 3:45am special service Meced to YV
8.1	440	99	22.50%	Outbound 10:00am service from YV to Merced
9.6	440	62	14.09%	Outbound 3:45pm service from YV to Merced
11.3	433	93	21.48%	Outbound 5:10pm service from YV to Merced
12.4	440	66	15.00%	Outbound 6:00pm service from YV to Merced
Total	3,114	640	20.55%	

PASSENGER FARES BY TYPE

Below please find a breakdown of passenger fares recorded by VIA for HWY 140 runs for 10/1/2012 through 10/31/2012.

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.1	15	429	6	72	25	13	81	0	641
02C.1	14	380	33	166	11	31	99	0	734
10.2	2	201	12	84	1	4	28	5	337
11.3	22	179	6	187	20	8	86	6	514
12.4	10	106	0	185	7	8	20	38	374
3.1	14	87	10	148	17	35	97	2	410
4.4	3	1	0	256	8	23	40	203	534
5.4	2	0	0	205	5	16	48	127	403
6.2	0	0	0	137	2	9	150	31	329
7.1	0	0	0	56	10	3	176	9	254
8.1	2	11	0	392	10	21	39	142	617
9.6	1	211	13	282	12	41	167	80	807
Total	85	1,605	80	2,170	128	212	1,031	643	5,954
Percent	1.43%	26.96%	1.34%	36.45%	2.15%	3.56%	17.32%	10.80%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.1	15	429	6	72	25	13	81	0	641
02C.1	10	355	30	75	8	24	72	0	574
10.2	2	201	12	84	1	4	28	5	337
11.3	22	168	4	122	20	5	74	4	419
12.4	6	98	0	138	2	8	18	21	291
3.1	14	87	10	148	17	35	97	2	410
4.4	3	1	0	188	6	21	28	154	401
5.4	1	0	0	157	3	16	42	99	318
6.2	0	0	0	118	2	9	150	27	306
7.1	0	0	0	56	10	3	176	9	254
8.1	2	10	0	307	6	14	37	102	478
9.6	1	207	12	239	11	35	160	63	728
Total	76	1,556	74	1,704	111	187	963	486	5,157
Percent	1.47%	30.17%	1.43%	33.04%	2.15%	3.63%	18.67%	9.42%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
02C.1	4	25	3	91	3	7	27	0	160
11.3	0	11	2	65	0	3	12	2	95
12.4	4	8	0	47	5	0	2	17	83
4.4	0	0	0	68	2	2	12	49	133
5.4	1	0	0	48	2	0	6	28	85
6.2	0	0	0	19	0	0	0	4	23
8.1	0	1	0	85	4	7	2	40	139
9.6	0	4	1	43	1	6	7	17	79
Total	9	49	6	466	17	25	68	157	797
Percent	1.13%	6.15%	0.75%	58.47%	2.13%	3.14%	8.53%	19.70%	100.00%

PASSENGER FARES BY TYPE EXCLUDING AMTRAK

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.1	15	429	6	72	25	13	81	641
02C.1	14	380	33	166	11	31	99	734
10.2	2	201	12	84	1	4	28	332
11.3	22	179	6	187	20	8	86	508
12.4	10	106	0	185	7	8	20	336
3.1	14	87	10	148	17	35	97	408
4.4	3	1	0	256	8	23	40	331
5.4	2	0	0	205	5	16	48	276
6.2	0	0	0	137	2	9	150	298
7.1	0	0	0	56	10	3	176	245
8.1	2	11	0	392	10	21	39	475
9.6	1	211	13	282	12	41	167	727
Total	85	1,605	80	2,170	128	212	1,031	5,311
Percent	1.60%	30.22%	1.51%	40.86%	2.41%	3.99%	19.41%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.1	15	429	6	72	25	13	81	641
02C.1	10	355	30	75	8	24	72	574
10.2	2	201	12	84	1	4	28	332
11.3	22	168	4	122	20	5	74	415
12.4	6	98	0	138	2	8	18	270
3.1	14	87	10	148	17	35	97	408
4.4	3	1	0	188	6	21	28	247
5.4	1	0	0	157	3	16	42	219
6.2	0	0	0	118	2	9	150	279
7.1	0	0	0	56	10	3	176	245
8.1	2	10	0	307	6	14	37	376
9.6	1	207	12	239	11	35	160	665
Total	76	1,556	74	1,704	111	187	963	4,671
Percent	1.63%	33.31%	1.58%	36.48%	2.38%	4.00%	20.62%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
02C.1	4	25	3	91	3	7	27	160
11.3	0	11	2	65	0	3	12	93
12.4	4	8	0	47	5	0	2	66
4.4	0	0	0	68	2	2	12	84
5.4	1	0	0	48	2	0	6	57
6.2	0	0	0	19	0	0	0	19
8.1	0	1	0	85	4	7	2	99
9.6	0	4	1	43	1	6	7	62
Total	9	49	6	466	17	25	68	640
Percent	1.41%	7.66%	0.94%	72.81%	2.66%	3.91%	10.63%	100.00%

OPERATING STATISTICS

REVENUE MILES October 01 - October 31 2012

From October 01 through October 31, 2012 VIA HWY 140 operated a total of 25,607 revenue service miles.

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekdays					
	Catheys Valley	01C.1	23	69	1,587
	Catheys Valley	02C.1	23	69	1,587
	Merced	3.1	23	87	2,001
	Merced	4.4	23	87	2,001
	Merced	5.4	23	87	2,001
	Merced	6.2	23	51	1,173
	Midpines	7.1	23	51	1,173
	Yosemite	10.2	23	55	1,265
	Yosemite	11.3	23	87	2,001
	Yosemite	12.4	23	87	2,001
	Yosemite	8.1	23	87	2,001
	Yosemite	9.6	23	87	2,001
Total Mileage					20,792

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekends					
	Catheys Valley	02C.1	8	69	552
	Merced	4.4	8	87	696
	Merced	5.4	8	87	696
	Merced	6.2	1	87	87
	Yosemite	11.3	8	87	696
	Yosemite	12.4	8	87	696
	Yosemite	8.1	8	87	696
	Yosemite	9.6	8	87	696
Total Mileage					4,815
Grand Total					25,607
Nonchargeable YARTS runs 5 and 9					0
Nonchargeable YARTS extras					0
YARTS Total					25,607

REVENUE HOURS

From October 01 through October 31, 2012 VIA HWY 140 provided a total of 956.7 vehicle service hours.

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekdays					
	Catheys Valley	01C.1	23	2.40	55.20
	Catheys Valley	02C.1	23	2.40	55.20
	Merced	3.1	23	3.20	73.60
	Merced	4.4	23	3.40	78.20
	Merced	5.4	23	3.40	78.20
	Merced	6.2	23	1.90	43.70
	Midpines	7.1	23	1.70	39.10
	Yosemite	10.2	23	1.80	41.40
	Yosemite	11.3	23	3.00	69.00
	Yosemite	12.4	23	3.00	69.00
	Yosemite	8.1	23	3.80	87.40
	Yosemite	9.6	23	3.60	82.80
Total Hours					772.80

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekends					
	Catheys Valley	02C.1	8	2.40	19.20
	Merced	4.4	8	3.40	27.20
	Merced	5.4	8	3.40	27.20
	Merced	6.2	1	3.10	3.10
	Yosemite	11.3	8	3.00	24.00
	Yosemite	12.4	8	3.00	24.00
	Yosemite	8.1	8	3.80	30.40
	Yosemite	9.6	8	3.60	28.80
Total Hours					183.90
Grand Total					956.70
Nonchargeable YARTS runs 5 and 9					0.00
Nonchargeable YARTS extras					0.00
YARTS Total					956.70

Passengers Left / Wheelchair Usage

Wheel Chair

Run Date	Route	Total
10/1/2012	7.1	1
10/3/2012	9.6	1
10/31/2012	7.1	1
10/31/2012	4.4	1
	Grand Total	4

ACCIDENTS/INCIDENTS

There were zero (0) accidents involving a VIA YARTS vehicle during the month of October 1 - 31, 2012.

ROAD CALLS

There were zero (0) road calls during the month of October 1 - 31, 2012.

Mammoth:

None

Sonora:

None

SERVICE DELAYS

There were 3 service delays during the month of October 1 - 31, 2012. Numerous additional service delays from 10 minutes to 45 minutes occurred due to traffic delays and continuous road work in the park and along the Highway 140 corridor. (See Traffic Delays)

Hwy 140

10/09/12	Run 2	Service delayed 10 minutes at Catheys Valley due to mechanical problems.
10/15/12	Run 3	Service delayed at Midpines Post Office due to road paving.
10/30/12	Run 11	Service delayed 25 minute in Merced due to an operational problem. "See Missed Runs".

Mammoth:

NONE

Sonora:

NONE

MISSED RUNS

There was one (1) missed VIA YARTS trip during the period of October 1 - 31, 2012.

Hwy 140:

10/30/12	Run 11	Service delayed 25 minute in Merced due to an operational problem.
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Mammoth:

None

Sonora:

None

EXTRA TRIPS

There was one (1) extra Highway 140 VIA YARTS trips chargeable to YARTS operating during the period of October 1-31, 2012.

MAINTENANCE

YARTS Buses are kept maintained regularly. Currently buses are rotated among runs to evenly distribute miles across the fleet. Regular buses are assigned to each route.

CUSTOMER SERVICE

A total of **73** YARTS customer inquiry calls were received in the VIA YARTS offices during the period from October 1 - 31, 2012. A comprehensive log of incoming calls by type, including calls regarding customer complaints, commendations, and recommendations is maintained and monitored continually.

Count on All Calls

- 48 Calls received on schedule issues and questions for Hwy 140 Corridor.
- 6 Calls received on Mammoth Lake schedule information.
- 3 Calls received on Coulterville information
- 5 Calls received on Sonora schedule information.
- 8 Calls received on park information (lodging, tours, camping, etc.)
- 4 Miscellaneous calls (lost & found, hang up calls, etc.)
- 2 Calls received as customer complaints.
- 73** Total

CUSTOMER COMPLAINTS AND FOLLOW UP ACTIONS

There were two (2) complaints received by phone and (2) two by e-mail during the month of October 1 – 31, 2012.

- 10/03/12** **Run 4** A customer at Mariposa Park and Ride called saying the bus had not showed.
- Follow up by informing the customer there was road construction between Planada and Catheys Valley and the bus should show up shortly. During our conversation the bus showed.
- 10/07/12** **Run 2** Received an e-mail from a NPS employee regarding the bus leaving El Portal Post Office 5 minutes earlier than scheduled.
- Follow up is awaiting review of the on-board video camera for actual departure times. Additionally atomic clocks are being installed in all YARTS buses so time will be clearly visible to drivers and riders, as well as standardized among all buses.
- 10/09/12** **Run 2** Received an e-mail from a NPS employee regard the bus leaving Barium Mine road earlier than scheduled.
- Follow up with the contact indicated the employee misread the schedule and had arrived at the bus stop a few minutes passed the schedule time.

OTHER

Wheel Chair Request

There were four (4) wheelchair requests for the month of October 1 - 31, 2012. Ten (**10**) wheelchair buses are available to accommodate YARTS passengers who request transportation 48 hours in advance and in accordance with ADA and transit requirements.

Traffic Delays

There were several service delays from 10 to 45 minutes in duration due to vehicular traffic and continuous road construction projects both in Yosemite and along the highway 140 corridor during the month of October 1-31, 2012.



December 5, 2012

Mr. Whittington
Merced County Association of Governments
369 W. 18th Street
Merced, CA 95340

RE: YARTS Monthly Report: November 1-30, 2012

Dear Mr. Whittington,

In accordance with the summer contract agreement between the Yosemite Area Regional Transportation System Joint Powers Authority (YARTS JPA) and VIA Adventures, Inc. attached please find the monthly summary of operating statistics for November 1 – 30, 2012.

Please feel free to contact me directly at 384-1315 should you have questions or need additional information.

Sincerely,

Denise Demery
YARTS Program Manager

RIDERSHIP

From 11/1/2012 to 11/30/2012

A total of 5,276 passengers were carried on the HWY 140 system by VIA. Of these, 675 were Amtrak passengers utilizing the YARTS service.

Ridership - All

Date	DNC	NPS	Other	Total Employees	Adult Paid	Sr/Child Paid	Commuter Paid	Child Free	Amtrak Paid	Total Paid	Total
11/1/2012	1	83	4	88	61	6	44	2	10	121	211
11/2/2012	2	34	3	39	51	7	31	0	10	99	138
11/3/2012	0	10	2	12	43	2	6	0	16	67	79
11/4/2012	3	8	1	12	53	7	6	2	12	78	92
11/5/2012	1	72	0	73	66	8	43	6	10	127	206
11/6/2012	0	100	8	108	65	8	29	3	15	117	228
11/7/2012	1	72	3	76	62	7	46	9	15	130	215
11/8/2012	4	79	10	93	72	5	47	13	11	135	241
11/9/2012	1	54	2	57	71	7	38	2	24	140	199
11/10/2012	3	11	1	15	79	5	13	8	81	178	201
11/11/2012	1	10	3	14	78	9	11	1	16	114	129
11/12/2012	0	4	0	4	67	3	13	2	33	116	122
11/13/2012	4	83	3	90	67	3	41	7	24	135	232
11/14/2012	0	74	0	74	64	4	69	5	16	153	232
11/15/2012	1	63	11	75	50	8	40	6	24	122	203
11/16/2012	5	42	8	55	67	4	26	1	10	107	163
11/17/2012	0	9	0	9	55	3	16	0	8	82	91
11/18/2012	2	13	2	17	46	3	12	1	35	96	114
11/19/2012	2	63	0	65	65	11	42	5	22	140	210
11/20/2012	5	46	9	60	63	7	42	14	13	125	199
11/21/2012	7	16	3	26	65	4	21	6	23	113	145
11/22/2012	0	3	2	5	26	5	7	3	26	64	72
11/23/2012	3	14	6	23	146	16	13	11	30	205	239
11/24/2012	1	5	0	6	155	1	3	0	31	190	196
11/25/2012	0	14	0	14	63	3	10	0	39	115	129
11/26/2012	3	72	0	75	78	8	38	3	32	156	234
11/27/2012	4	72	1	77	65	7	45	4	10	127	208
11/28/2012	2	76	3	81	56	1	40	3	20	117	201
11/29/2012	1	66	4	71	41	1	46	3	10	98	172
11/30/2012	2	32	11	45	53	5	22	1	49	129	175
Total	59	1,300	100	1,459	1,993	168	860	121	675	3,696	5,276
Percent	1.12%	24.64%	1.90%	27.65%	37.77%	3.18%	16.30%	2.29%	12.79%	70.05%	100.00%

Ridership Excluding Amtrak

Date	DNC	NPS	Other	Total Employees	Adult Paid	Commuter Paid	Child Free	Sr/Child Paid	Total Paid	Total
11/1/2012	1	83	4	88	61	44	2	6	111	201
11/2/2012	2	34	3	39	51	31	0	7	89	128
11/3/2012	0	10	2	12	43	6	0	2	51	63
11/4/2012	3	8	1	12	53	6	2	7	66	80
11/5/2012	1	72	0	73	66	43	6	8	117	196
11/6/2012	0	100	8	108	65	29	3	8	102	213
11/7/2012	1	72	3	76	62	46	9	7	115	200
11/8/2012	4	79	10	93	72	47	13	5	124	230
11/9/2012	1	54	2	57	71	38	2	7	116	175
11/10/2012	3	11	1	15	79	13	8	5	97	120
11/11/2012	1	10	3	14	78	11	1	9	98	113
11/12/2012	0	4	0	4	67	13	2	3	83	89
11/13/2012	4	83	3	90	67	41	7	3	111	208
11/14/2012	0	74	0	74	64	69	5	4	137	216
11/15/2012	1	63	11	75	50	40	6	8	98	179
11/16/2012	5	42	8	55	67	26	1	4	97	153
11/17/2012	0	9	0	9	55	16	0	3	74	83
11/18/2012	2	13	2	17	46	12	1	3	61	79
11/19/2012	2	63	0	65	65	42	5	11	118	188
11/20/2012	5	46	9	60	63	42	14	7	112	186
11/21/2012	7	16	3	26	65	21	6	4	90	122
11/22/2012	0	3	2	5	26	7	3	5	38	46
11/23/2012	3	14	6	23	146	13	11	16	175	209
11/24/2012	1	5	0	6	155	3	0	1	159	165
11/25/2012	0	14	0	14	63	10	0	3	76	90
11/26/2012	3	72	0	75	78	38	3	8	124	202
11/27/2012	4	72	1	77	65	45	4	7	117	198
11/28/2012	2	76	3	81	56	40	3	1	97	181
11/29/2012	1	66	4	71	41	46	3	1	88	162
11/30/2012	2	32	11	45	53	22	1	5	80	126
Total	59	1,300	100	1,459	1,993	860	121	168	3,021	4,601
Percent	1.28%	28.25%	2.17%	31.71%	43.32%	18.69%	2.63%	3.65%	65.66%	100.00%

Ridership by Pick-up Location

Pick-up Location	Riders	Percentage
Merced Mall/Targ	23	0.44%
Airport	8	0.15%
Merced College	51	0.97%
Mall (PG&E)	5	0.09%
Downtown (Court	20	0.38%
Amtrak	744	14.10%
Transpo	183	3.47%
Catheys Valley	72	1.36%
MPMidtown	178	3.37%
Roadside Rest	554	10.50%
Mariposa Park &	341	6.46%
KOA	119	2.26%
MidPines	212	4.02%
MPPO	171	3.24%
Bug Hostel	270	5.12%
Cedar Lodge	60	1.14%
NPS Maintenance	370	7.01%
Barium Mine Rd	85	1.61%
El Portal PO	205	3.89%
YV Lodge	163	3.09%
YosVCenter	488	9.25%
Curry Village	231	4.38%
Ahwahnee	120	2.27%
YosLodge	566	10.73%
UC Merced	37	0.70%
Totals	5276	100.00%

LOAD FACTOR ANALYSIS : November 01 - November 30, 2012

Below please find the load factor calculations for the HWY 140 runs operated by VIA for November 01 through November 30, 2012. The load factor analysis is broken down by daily-all routes, weekday, and weekend service.

WITH AMTRAK

Daily - All Runs

Runs	Max Load Capacity	Ridership	Load Factor	
01C.1	1,100	417	37.91%	Inbound 5:28am service from Catheys Valley to Y
02C.1	1,650	659	39.94%	Inbound 5:58am service from Catheys Valley to Y
3.1	1,100	348	31.64%	Inbound 7:00am service from Merced to YV
4.4	1,650	657	39.82%	Inbound 10:20am service from Merced to YV
5.4	1,650	367	22.24%	Inbound 1:20am service from Merced to YV
Ex 5B3	55	9	16.36%	Inbound Extra Svs 10:45am from Merced to YV
6.2	1,100	246	22.36%	Inbound 4:30pm service from Merced to Midpines
7.1	1,042	218	20.92%	Outbound 6:20am service from Hostel to Merced
8.1	1,650	503	30.48%	Outbound 10:00am service from YV to Merced
9.6	1,650	724	43.88%	Outbound 3:45pm service from YV to Merced
10.2	1,100	283	25.73%	Outbound 4:40pm service from YV to Mariposa
11.3	1,645	524	31.85%	Outbound 5:10pm service from YV to Merced
12.4	1,650	321	19.45%	Outbound 6:00pm service from YV to Merced
Total	17,042	5,276	30.96%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
01C.1	1,100	417	37.91%	Inbound 5:28am service from Catheys Valley to YV
02C.1	1,100	460	41.82%	Inbound 5:58am service from Catheys Valley to YV
3.1	1,100	348	31.64%	Inbound 7:00am service from Merced to YV
4.4	1,100	357	32.45%	Inbound 10:20am service from Merced to YV
5.4	1,100	249	22.64%	Inbound 1:20am service from Merced to YV
6.2	1,100	246	22.36%	Inbound 4:30pm service from Merced to Midpines
7.1	1,042	218	20.92%	Outbound 6:20am service from Hostel to Merced
8.1	1,100	344	31.27%	Outbound 10:00am service from YV to Merced
9.6	1,100	568	51.64%	Outbound 3:45pm service from YV to Merced
10.2	1,100	283	25.73%	Outbound 4:40pm service from YV to Mariposa
11.3	1,095	355	32.42%	Outbound 5:10pm service from YV to Merced
12.4	1,100	206	18.73%	Outbound 6:00pm service from YV to Merced
Total	13,137	4,051	30.84%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.1	550	20	3.64%	Inbound 5:58am service from Catheys Valley to YV
02C.1	550	179	32.55%	Inbound 5:58am service from Catheys Valley to YV
4.4	550	55	10.00%	Inbound 10:20am service from Merced to YV
4.4	550	245	44.55%	Inbound 10:20am service from Merced to YV
5.4	550	24	4.36%	Inbound 1:20am service from Merced to YV
5.4	550	94	17.09%	Inbound 1:20am service from Merced to YV
Ex 5B3	55	9	16.36%	Inbound Extra Svs 10:45am from Merced to YV
8.1	550	49	8.91%	Outbound 10:00am service from YV to Merced
8.1	550	110	20.00%	Outbound 10:00am service from YV to Merced
9.6	550	23	4.18%	Outbound 3:45pm service from YV to Merced
9.6	550	133	24.18%	Outbound 3:45pm service from YV to Merced
11.3	550	16	2.91%	Outbound 5:10pm service from YV to Merced
11.3	550	153	27.82%	Outbound 5:10pm service from YV to Merced
12.4	550	7	1.27%	Outbound 6:00pm service from YV to Merced
12.4	550	108	19.64%	Outbound 6:00pm service from YV to Merced
Total	7,755	1,225	15.80%	

WITHOUT AMTRAK

Daily - All Routes

Runs	Max Load Capacity	Ridership	Load Factor	
01C.1	1,100	415	37.73%	Inbound 5:28am service from Catheys Valley to YV
02C.1	1,650	659	39.94%	Inbound 5:58am service from Catheys Valley to YV
3.1	1,100	341	31.00%	Inbound 7:00am service from Merced to YV
4.4	1,650	396	24.00%	Inbound 10:20am service from Merced to YV
5.4	1,650	293	17.76%	Inbound 1:20am service from Merced to YV
Ex 5B3	55	2	3.64%	Inbound Extra Svs 10:45am from Merced to YV
6.2	1,100	228	20.73%	Inbound 4:30pm service from Merced to Midpines
7.1	1,042	214	20.54%	Outbound 6:20am service from Hostel to Merced
8.1	1,650	383	23.21%	Outbound 10:00am service from YV to Merced
9.6	1,650	630	38.18%	Outbound 3:45pm service from YV to Merced
10.2	1,100	281	25.55%	Outbound 4:40pm service from YV to Mariposa
11.3	1,645	510	31.00%	Outbound 5:10pm service from YV to Merced
12.4	1,650	249	15.09%	Outbound 6:00pm service from YV to Merced
Total	17,042	4,601	27.00%	

Weekdays

Runs	Max Load Capacity	Ridership	Load Factor	
01C.1	1,100	415	37.73%	Inbound 5:28am service from Catheys Valley to YV
02C.1	1,100	460	41.82%	Inbound 5:58am service from Catheys Valley to YV
3.1	1,100	341	31.00%	Inbound 7:00am service from Merced to YV
4.4	1,100	221	20.09%	Inbound 10:20am service from Merced to YV
5.4	1,100	208	18.91%	Inbound 1:20am service from Merced to YV
6.2	1,100	228	20.73%	Inbound 4:30pm service from Merced to Midpines
7.1	1,042	214	20.54%	Outbound 6:20am service from Hostel to Merced
8.1	1,100	282	25.64%	Outbound 10:00am service from YV to Merced
9.6	1,100	512	46.55%	Outbound 3:45pm service from YV to Merced
10.2	1,100	281	25.55%	Outbound 4:40pm service from YV to Mariposa
11.3	1,095	341	31.14%	Outbound 5:10pm service from YV to Merced
12.4	1,100	170	15.45%	Outbound 6:00pm service from YV to Merced
Total	13,137	3,673	27.96%	

Weekends/Holidays

Runs	Max Load Capacity	Ridership	Load Factor	
02C.1	550	20	3.64%	Inbound 5:58am service from Catheys Valley to YV
02C.1	550	179	32.55%	Inbound 5:58am service from Catheys Valley to YV
4.4	550	33	6.00%	Inbound 10:20am service from Merced to YV
4.4	550	142	25.82%	Inbound 10:20am service from Merced to YV
5.4	550	14	2.55%	Inbound 1:20am service from Merced to YV
5.4	550	71	12.91%	Inbound 1:20am service from Merced to YV
Ex 5B3	55	2	3.64%	Inbound Extra Svs 10:45am from Merced to YV
8.1	550	29	5.27%	Outbound 10:00am service from YV to Merced
8.1	550	72	13.09%	Outbound 10:00am service from YV to Merced
9.6	550	16	2.91%	Outbound 3:45pm service from YV to Merced
9.6	550	102	18.55%	Outbound 3:45pm service from YV to Merced
11.3	550	16	2.91%	Outbound 5:10pm service from YV to Merced
11.3	550	153	27.82%	Outbound 5:10pm service from YV to Merced
12.4	550	7	1.27%	Outbound 6:00pm service from YV to Merced
12.4	550	72	13.09%	Outbound 6:00pm service from YV to Merced
Total	7,755	928	11.97%	

PASSENGER FARES BY TYPE

Below please find a breakdown of passenger fares recorded by VIA for HWY 140 runs for 11/1/2012 through 11/30/2012.

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.1	4	277	3	66	8	4	53	2	417
02C.1	20	295	39	182	5	27	91	0	659
10.2	2	177	13	58	5	11	15	2	283
11.3	12	149	15	245	14	8	67	14	524
12.4	2	79	1	148	3	3	13	72	321
3.1	11	87	12	112	16	20	83	7	348
4.4	3	18	1	281	21	23	49	261	657
5.4	1	4	0	233	4	15	36	74	367
6.2	0	0	0	72	11	7	138	18	246
7.1	0	0	0	59	3	6	146	4	218
8.1	0	33	1	282	14	16	37	120	503
9.6	4	181	15	253	17	28	132	94	724
Ex 5B3	0	0	0	2	0	0	0	7	9
Total	59	1,300	100	1,993	121	168	860	675	5,276
Percent	1.12%	24.64%	1.90%	37.77%	2.29%	3.18%	16.30%	12.79%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
01C.1	4	277	3	66	8	4	53	2	417
02C.1	12	250	32	84	5	12	65	0	460
10.2	2	177	13	58	5	11	15	2	283
11.3	12	134	13	123	12	5	42	14	355
12.4	2	60	1	94	3	1	9	36	206
3.1	11	87	12	112	16	20	83	7	348
4.4	3	17	0	138	12	16	35	136	357
5.4	1	1	0	164	4	11	27	41	249
6.2	0	0	0	72	11	7	138	18	246
7.1	0	0	0	59	3	6	146	4	218
8.1	0	32	1	191	13	13	32	62	344
9.6	2	178	14	167	12	21	118	56	568
Total	49	1,213	89	1,328	104	127	763	378	4,051
Percent	1.21%	29.94%	2.20%	32.78%	2.57%	3.14%	18.83%	9.33%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Amtrak	Total
02C.1	8	45	7	98	0	15	26	0	199
11.3	0	15	2	122	2	3	25	0	169
12.4	0	19	0	54	0	2	4	36	115
4.4	0	1	1	143	9	7	14	125	300
5.4	0	3	0	69	0	4	9	33	118
8.1	0	1	0	91	1	3	5	58	159
9.6	2	3	1	86	5	7	14	38	156
Ex 5B3	0	0	0	2	0	0	0	7	9
Total	10	87	11	665	17	41	97	297	1,225
Percent	0.82%	7.10%	0.90%	54.29%	1.39%	3.35%	7.92%	24.24%	100.00%

PASSENGER FARES BY TYPE EXCLUDING AMTRAK

Daily - All Routes

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.1	4	277	3	66	8	4	53	415
02C.1	20	295	39	182	5	27	91	659
10.2	2	177	13	58	5	11	15	281
11.3	12	149	15	245	14	8	67	510
12.4	2	79	1	148	3	3	13	249
3.1	11	87	12	112	16	20	83	341
4.4	3	18	1	281	21	23	49	396
5.4	1	4	0	233	4	15	36	293
6.2	0	0	0	72	11	7	138	228
7.1	0	0	0	59	3	6	146	214
8.1	0	33	1	282	14	16	37	383
9.6	4	181	15	253	17	28	132	630
Ex 5B3	0	0	0	2	0	0	0	2
Total	59	1,300	100	1,993	121	168	860	4,601
Percent	1.28%	28.25%	2.17%	43.32%	2.63%	3.65%	18.69%	100.00%

Weekdays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
01C.1	4	277	3	66	8	4	53	415
02C.1	12	250	32	84	5	12	65	460
10.2	2	177	13	58	5	11	15	281
11.3	12	134	13	123	12	5	42	341
12.4	2	60	1	94	3	1	9	170
3.1	11	87	12	112	16	20	83	341
4.4	3	17	0	138	12	16	35	221
5.4	1	1	0	164	4	11	27	208
6.2	0	0	0	72	11	7	138	228
7.1	0	0	0	59	3	6	146	214
8.1	0	32	1	191	13	13	32	282
9.6	2	178	14	167	12	21	118	512
Total	49	1,213	89	1,328	104	127	763	3,673
Percent	1.33%	33.02%	2.42%	36.16%	2.83%	3.46%	20.77%	100.00%

Weekends/Holidays

Run	DNC	NPS	Other	Adult	Child Free	Sr/Child	Commuter	Total
02C.1	8	45	7	98	0	15	26	199
11.3	0	15	2	122	2	3	25	169
12.4	0	19	0	54	0	2	4	79
4.4	0	1	1	143	9	7	14	175
5.4	0	3	0	69	0	4	9	85
8.1	0	1	0	91	1	3	5	101
9.6	2	3	1	86	5	7	14	118
Ex 5B3	0	0	0	2	0	0	0	2
Total	10	87	11	665	17	41	97	928
Percent	1.08%	9.38%	1.19%	71.66%	1.83%	4.42%	10.45%	100.00%

OPERATING STATISTICS

REVENUE MILES November 01 - November 30 2012

From November 01 through November 30, 2012 VIA HWY 140 operated a total of 24,077 revenue service miles.

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekdays					
	Catheys Valley	01C.1	20	69	1,380
	Catheys Valley	02C.1	20	69	1,380
	Merced	3.1	20	87	1,740
	Merced	4.4	20	87	1,740
	Merced	5.4	20	87	1,740
	Merced	6.2	20	51	1,020
	Midpines	7.1	20	51	1,020
	Yosemite	10.2	20	55	1,100
	Yosemite	11.3	20	87	1,740
	Yosemite	12.4	20	87	1,740
	Yosemite	8.1	20	87	1,740
	Yosemite	9.6	20	87	1,740
Total Mileage					18,080

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Weekends					
	Catheys Valley	02C.1	8	69	552
	Merced	4.4	8	87	696
	Merced	5.4	8	87	696
	Merced	Ex 5B3	1	87	87
	Yosemite	11.3	8	87	696
	Yosemite	12.4	8	87	696
	Yosemite	8.1	8	87	696
	Yosemite	9.6	8	87	696
Total Mileage					4,815

Type of Day	Starting Point	Runs	Trips	Mileage	Total Mileage
Holidays					
	Catheys Valley	02C.1	2	69	138
	Merced	4.4	2	87	174
	Merced	5.4	2	87	174
	Yosemite	11.3	2	87	174
	Yosemite	12.4	2	87	174
	Yosemite	8.1	2	87	174
	Yosemite	9.6	2	87	174
Total Mileage					1,182
Grand Total					24,077
Nonchargeable YARTS runs 5 and 9					0
Nonchargeable YARTS extras					0
YARTS Total					24,077

REVENUE HOURS

From November 01 through November 30, 2012 VIA HWY 140 provided a total of 901.1 vehicle service hours.

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekdays					
	Catheys Valley	01C.1	20	2.40	48.00
	Catheys Valley	02C.1	20	2.40	48.00
	Merced	3.1	20	3.20	64.00
	Merced	4.4	20	3.40	68.00
	Merced	5.4	20	3.40	68.00
	Merced	6.2	20	1.90	38.00
	Midpines	7.1	20	1.70	34.00
	Yosemite	10.2	20	1.80	36.00
	Yosemite	11.3	20	3.00	60.00
	Yosemite	12.4	20	3.00	60.00
	Yosemite	8.1	20	3.80	76.00
	Yosemite	9.6	20	3.60	72.00
Total Hours					672.00

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Weekends					
	Catheys Valley	02C.1	8	2.40	19.20
	Merced	4.4	8	3.40	27.20
	Merced	5.4	8	3.40	27.20
	Merced	Ex 5B3	1	3.10	3.10
	Yosemite	11.3	8	3.00	24.00
	Yosemite	12.4	8	3.00	24.00
	Yosemite	8.1	8	3.80	30.40
	Yosemite	9.6	8	3.60	28.80
Total Hours					183.90

Type of Day	Starting Point	Runs	Trips	Actual Hours	Total Hours
Holidays					
	Catheys Valley	02C.1	2	2.40	4.80
	Merced	4.4	2	3.40	6.80
	Merced	5.4	2	3.40	6.80
	Yosemite	11.3	2	3.00	6.00
	Yosemite	12.4	2	3.00	6.00
	Yosemite	8.1	2	3.80	7.60
	Yosemite	9.6	2	3.60	7.20
Total Hours					45.20
Grand Total					901.10
Nonchargeable YARTS runs 5 and 9					0.00
Nonchargeable YARTS extras					0.00
YARTS Total					901.10

Passengers Left / Wheelchair Usage

Bus Full / # of Passengers Left

Run Date	Route	Total
11/10/2012	4.4	16
	Grand Total	16

Wheel Chair

Run Date	Route	Total
11/11/2012	11.3	1
11/12/2012	12.4	1
11/13/2012	02C.1	1
	Grand Total	3

ACCIDENTS/INCIDENTS

There were no accidents/incidents on YARTS/VIA vehicles during the month of November 1 - 30, 2012.

ROAD CALLS

There were zero (0) road calls during the month of November 1 - 30, 2012.

Mammoth/Sonora:

Not in service

SERVICE DELAYS

There were two (2) service delays during the month of November 1 - 30, 2012. No additional delays were noted.

Hwy 140

11/2/12 **Run 7** Service delayed 40 minutes due to operational problems. "See Missed Runs".

11/20/12 **Run 8** Service delayed 10 minutes due to road work.

Mammoth/Sonora:

Not in service

MISSED RUNS

There was one (1) missed VIA YARTS trip during the period of November 1 - 30, 2012.

Hwy 140:

11/2/12 **Run 7** Service delayed 40 minutes due to operational problems.

None

Mammoth/Sonora:

Not in service

EXTRA TRIPS

There was one (1) extra Highway 140 VIA YARTS trips chargeable to YARTS operating during the period of November 1-30, 2012.

MAINTENANCE

YARTS buses are kept maintained regularly. Currently buses are rotated among runs to evenly distribute miles across the fleet. Regular buses are assigned to each route.

CUSTOMER SERVICE

A total of **103** YARTS customer inquiry calls were received in the VIA YARTS offices during the period from November 1 - 30, 2012. A comprehensive log of incoming calls by type, including calls regarding customer complaints, commendations, and recommendations is maintained and monitored continually.

Count on All Calls

- 78 Calls received on schedule issues and questions for Hwy 140 Corridor.
- 2 Calls received on Mammoth Lake schedule information.
- 0 Calls received on Sonora schedule information.
- 10 Calls received on park information (lodging, tours, camping, etc.)
- 11 Miscellaneous calls (lost & found, hang up calls, etc.)
- 2 Calls received as customer complaints.
- 103** Total

CUSTOMER COMPLAINTS AND FOLLOW UP ACTIONS

There were two (2) complaints received by phone during the month of November 1 – 30, 2011

- | | | |
|-----------------|---------------|--|
| 11/21/12 | Run ?? | Received a call from an NPS employee regarding a YARTS bus being driven erratically while entering the park.

Follow up showed the driver was a trainee and a certified qualified trainer was on board closely monitoring the driver . The bus was being used solely for training; no passengers were on board. The Operations Manager contacted the employee, explained the situation, relayed appreciation for the call, and encouraged any future feedback the caller might have. |
| 11/28/12 | Run ?? | A customer called to complain that this was the second day that she missed the |

bus at Yosemite View Lodge. The caller wanted to know why the bus did not wait at the stop because she was only a few minutes late and had arrived as the bus was pulling away from the stop.

Follow up showed the buses were running on time. Informed the caller that the buses normally leave on schedule and do not wait at stops unless they are early. Advised the caller to be at the stop on time and gave her information on when the next bus would be departing her location.

OTHER

Wheel Chair Requests

There were three (3) wheelchair request for the month of November 1 - 30, 2012. Ten (**10**) wheelchair buses are available to accommodate YARTS passengers who request transportation 48 hours in advance and in accordance with ADA and transit requirements.

Traffic Delays

There was one (1) traffic delay noted during the month of November 1-30, 2012.

MEMORANDUM

DATE: JANUARY 4, 2013

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: RIDERSHIP/VISITATION HISTORY

Ridership

The second quarter of 2012-2013 ended with a tally of 54,709 including 7,528 Amtrak Thruway riders. That number represented an increase in ridership of 3.9% for the first six months of the fiscal year. Excluding the Amtrak ridership, the increase was 8.31%

During the 2nd quarter, visitor ridership was up 15.15%. Employee ridership diminished from last year by 11.33%. Amtrak ridership was down by 7.18%. Total ridership for the quarter increased by 3.9%.

Visitation

Using information from the park, visitation in the quarter did not erase the decline that started in July of this year. Through November of 2012, visitation was down by 101,953 or 2.57%. Unless December was an exceptional month, calendar 2012 will not end up being a four million visitor year, but will come very close. With the severe lack of water to show off the falls and the later Hantavirus scare, it is surprising that the numbers have come in as strong as they have.

REQUESTED ACTION

For information and discussion only.

Attachments: Ridership History by Fiscal Year
Yosemite National Park Visitor Use Statistics 1985-2012

Hwy 140 and Hwy 120 Ridership
by Fiscal Year

	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07
Visitors & Others	2921	3452	3371	2610	1754	2012	2091	1729	2246	2508	3472	3882
Hwy 120	774	1054	462									162
NPS/DNC	612	741	1205	1409	1333	1204	1690	1482	1899	1716	1889	1696
TOTAL	4307	5247	5038	4019	3087	3216	3781	3211	4145	4224	5361	5740
% Change previous year	-45.94%	-42.32%	-24.15%	-22.59%	-22.22%	-9.33%	-8.16%	-16.27%	-19.62%	-21.43%	65.46%	74.73%
year to date	4307	9554	14592	18611	21698	24914	28695	31906	36051	40275	45636	51376
%	-45.94%	-44.01%	-38.44%	-35.60%	-33.98%	-31.58%	-29.20%	-28.08%	-27.20%	-26.64%	-21.50%	-16.36%
Amtrak	0	0	0	0	0	0	0	0	0	0	0	776
Amtrak YTD	0	0	0	0	0	0	0	0	0	0	0	776
RIDERSHIP TOTAL	4307	5247	5038	4019	3087	3216	3781	3211	4145	4224	5361	6516
RIDERSHIP TOTAL YTD	4307	9554	14592	18611	21698	24914	28695	31906	36051	40275	45636	52152

	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08
Visitors & Others	4627	4881	3457	2867	2004	2170	2151	2033	2520	2787	4124	5395
Hwy 120	958	1030	223	0	0	0	0	0	0	0	0	296
NPS/DNC	1950	1684	1387	1618	1518	1360	1754	1506	1477	1696	1765	2580
TOTAL	7535	7595	5067	4485	3522	3530	3905	3539	3997	4483	5889	8271
% Change previous year	74.95%	44.75%	0.58%	11.59%	14.09%	9.76%	3.28%	10.21%	-3.57%	6.13%	9.85%	44.09%
year to date	7535	15130	20197	24682	28204	31734	36639	39178	43175	47658	53547	61818
%	74.95%	58.36%	38.41%	32.62%	29.98%	27.37%	24.20%	22.79%	19.76%	18.33%	17.33%	20.32%
Amtrak	750	1075	821	789	723	795	1480	743	1087	1372	1545	1045
Amtrak YTD	750	1825	2646	3435	4158	4953	6433	7176	8263	9635	11180	12225
% Change previous year	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	34.66%
RIDERSHIP TOTAL	8285	8670	5888	5274	4245	4325	5385	4282	5064	5855	7434	9316
RIDERSHIP TOTAL YTD	8285	16955	22843	26117	32362	36687	42072	46354	51438	57293	64727	74043

	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09
Visitors & Others	5930	5683	4408	3288	1987	3123	2175	1756	2502	2562	3835	4504
Hwy 120	1478	1532	304	0	0	0	0	0	0	0	0	226
NPS/DNC	2781	2293	2197	2215	1672	1704	1772	1624	1995	2022	1897	2420
TOTAL	10189	9508	6909	5503	3659	4827	3947	3380	4497	4584	5732	7150
% Change previous year	35.22%	25.19%	36.35%	22.70%	3.89%	36.74%	1.08%	-4.49%	12.51%	2.25%	-2.67%	-13.55%
year to date	10189	19697	26606	32109	35768	40595	44542	47922	52419	57003	62735	69885
%	35.22%	30.19%	31.73%	30.09%	26.82%	27.92%	24.98%	22.32%	21.41%	19.61%	17.16%	13.05%
Amtrak	1346	1344	1061	869	526	884	1076	631	792	1134	1369	875
% Change previous year	79.47%	25.02%	29.23%	10.14%	-27.25%	11.19%	-27.30%	-15.07%	-27.14%	-17.35%	-11.39%	-16.27%
Amtrak YTD	1346	2690	3751	4620	5146	6030	7106	7737	8529	9663	11032	11907
% Change year to date	79.47%	47.40%	41.76%	34.50%	23.76%	21.74%	10.46%	7.82%	3.22%	0.29%	-1.32%	-2.60%
RIDERSHIP TOTAL	11535	10852	7970	6372	4185	5711	5023	4011	5289	5718	7101	8025
RIDERSHIP TOTAL YTD	11535	22387	30357	36729	40914	46625	51648	55659	60948	66666	73767	81792

	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10
Visitors & Others	5431	4941	4285	3223	2306	2557	2447	2145	3010	3316	4348	5636
Hwy 120	1327	1520	228	0	0	0	0	0	0	0	0	161
NPS/DNC	2399	2226	1932	1921	1697	1826	1849	1969	2189	2206	2425	2582
TOTAL	9157	8687	6445	5144	4003	4383	4296	4114	5199	5522	6773	8379
% Change previous year	-10.13%	-8.63%	-6.72%	-6.52%	9.40%	-9.20%	8.84%	21.72%	15.61%	20.46%	18.16%	17.19%
year to date	9157	17844	24289	29433	33436	37819	42115	46229	51428	56950	63723	72102
%	-10.13%	-9.41%	-8.71%	-8.33%	-6.52%	-6.84%	-5.45%	-3.53%	-1.89%	-0.09%	1.57%	3.17%
Amtrak	1142	1135	974	676	506	752	1014	659	970	1293	1505	1007
% Change previous year	-15.16%	-15.55%	-8.20%	-22.21%	-3.80%	-14.93%	-5.76%	4.44%	22.47%	14.02%	9.93%	15.09%
Amtrak YTD	1142	2277	3251	3927	4433	5185	6199	6858	7828	9121	10626	11633
% Change year to date	-15.16%	-15.35%	-13.33%	-15.00%	-13.86%	-14.01%	-12.76%	-11.36%	-8.22%	-5.61%	-3.68%	-2.30%
RIDERSHIP TOTAL	10299	9822	7419	5820	4509	5135	5310	4773	6169	6815	8278	9386
RIDERSHIP TOTAL YTD	10299	20121	27540	33360	37869	43004	48314	53087	59256	66071	74349	83735

	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11
Visitors & Others	5625	5534	4746	3598	3141	3083	2687	2361	2523	2949	5057	6369
Hwy 120	1598	1688	318	0	0	0	0	0	0	0	0	65
NPS/DNC	2662	2322	1772	1487	1646	1558	1873	1838	1791	1968	2037	2201
TOTAL	9885	9544	6836	5085	4787	4641	4560	4199	4314	4917	7094	8635
% Change previous year	7.95%	9.87%	6.07%	-1.15%	19.59%	5.89%	6.15%	2.07%	-17.02%	-10.96%	4.74%	3.06%
year to date	9885	19429	26265	31350	36137	40778	45338	49537	53851	58768	65862	74497
%	7.95%	8.88%	8.14%	6.51%	8.08%	7.82%	7.65%	7.16%	4.71%	3.19%	3.36%	3.32%
Amtrak	1092	1277	1036	1213	489	753	658	554	610	1164	1363	1228
% Change previous year	-4.38%	12.51%	6.37%	79.44%	-3.36%	0.13%	-35.11%	-15.93%	-37.11%	-9.98%	-9.44%	21.95%
Amtrak YTD	1092	2369	3405	4618	5107	5860	6518	7072	7682	8846	10209	11437
% Change year to date	-4.38%	4.04%	4.74%	17.60%	15.20%	13.02%	5.15%	3.12%	-1.87%	-3.02%	-3.92%	-1.68%
RIDERSHIP TOTAL	10977	10821	7872	6298	5276	5394	5218	4753	4924	6081	8457	9863
RIDERSHIP TOTAL YTD	10977	21798	29670	35968	41244	46638	51856	56609	61533	67614	76071	85934

	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12
Visitors & Others	7241	6348	4875	3510	3020	2678	2450	2754	3547	4047	5166	6702
Hwy 120 E.	1626	2092	596	0	0	0	0	0	0	0	0	384
Hwy 120 W.	0	0	0	0	0	0	0	0	0	0	0	1150
NPS/DNC	2234	2060	2012	1715	1949	1606	1930	2003	2089	2263	2136	1956
TOTAL	11101	10500	7483	5225	4969	4284	4380	4757	5636	6310	7367	10192
% Change previous year	12.30%	10.02%	9.46%	2.75%	3.80%	-7.69%	-3.95%	13.29%	30.64%	28.33%	3.85%	18.03%
year to date	11101	21601	29084	34309	39278	43562	47942	52699	58335	64645	72012	82204
%	12.30%	11.18%	10.73%	9.44%	8.69%	6.83%	5.74%	6.38%	8.33%	10.00%	9.34%	10.35%
Amtrak	1167	1290	921	769	651	705	601	974	804	956	1465	2120
% Change previous year	6.87%	1.02%	-11.10%	-36.69%	29.04%	-6.37%	-8.66%	75.81%	31.80%	-17.87%	7.48%	72.64%
Amtrak YTD	1167	2457	3378	4146	4777	5482	6083	7057	7661	8817	10282	12402
% Change year to date	6.87%	3.71%	-0.79%	-10.22%	-6.46%	-6.45%	-6.67%	-0.21%	2.33%	-0.33%	0.72%	8.44%
RIDERSHIP TOTAL	12258	11790	8404	5993	5600	4989	4981	5731	6440	7266	8832	12312
RIDERSHIP TOTAL YTD	12258	24058	32462	38455	44055	49044	54025	59756	66196	73462		

Yosemite National Park Visitor Use Statistics 1985 - 2012

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
1985	87,804	90,338	105,198	165,239	325,939	389,855	463,776	517,530	356,610	238,525	109,595	88,053	2,938,462
1986	96,606	77,125	118,983	157,726	302,417	375,093	455,373	541,411	353,036	254,581	156,825	92,407	2,981,583
1987	97,064	107,642	113,648	199,100	386,848	434,263	505,079	545,164	340,028	290,098	152,435	95,049	3,266,418
1988	98,391	113,719	159,116	197,310	374,754	418,564	501,948	519,955	398,625	302,867	149,551	103,665	3,338,465
1989	106,710	100,218	149,241	211,643	391,225	427,795	529,788	542,396	403,828	274,035	171,970	119,130	3,427,979
1990	103,491	105,528	150,302	246,530	377,470	439,554	498,283	380,293	376,800	285,246	168,121	102,589	3,234,207
1991	108,630	115,065	121,950	194,597	367,671	410,425	539,512	608,265	456,344	331,565	170,242	118,400	3,542,666
1992	131,594	125,284	155,066	261,205	440,653	503,758	587,519	606,835	486,209	368,166	169,367	116,839	3,952,495
1993	105,603	109,761	157,436	255,632	393,316	462,972	626,255	657,727	521,545	382,450	177,907	133,145	3,983,749
1994	136,085	131,835	192,911	256,724	398,909	513,182	607,305	690,087	529,514	348,319	152,123	148,761	4,105,755
1995	128,310	156,556	129,262	260,057	289,712	466,955	687,122	679,443	571,242	423,934	217,997	91,674	4,102,264
1996	107,781	139,893	187,291	262,972	360,793	545,917	644,949	703,707	535,468	378,036	178,344	145,406	4,190,557
1997	12,520	66,667	141,924	207,890	331,123	476,930	616,404	721,711	534,051	385,095	174,754	132,328	3,801,397
1998	118,353	113,122	163,143	240,317	318,963	359,580	626,095	697,082	498,062	398,718	147,540	111,779	3,792,754
1999	105,681	107,269	143,509	177,722	351,619	468,003	582,087	651,244	451,291	344,686	158,024	107,249	3,648,384
2000	97,985	108,347	143,057	226,438	331,465	474,099	572,126	569,982	405,343	337,950	151,514	131,759	3,550,065
2001	107,032	106,617	148,716	201,847	330,805	452,950	551,648	615,549	467,690	276,024	144,732	113,584	3,517,194
2002	104,647	109,935	140,958	193,912	307,253	450,298	529,011	585,787	437,697	309,776	155,554	120,608	3,468,174
2003	121,489	115,713	142,823	180,980	291,181	459,764	548,378	611,500	417,415	327,503	141,526	117,043	3,475,315
2004	114,099	118,255	157,509	237,265	331,843	461,354	542,743	525,886	407,037	279,791	126,303	100,477	3,376,332
2005	94,935	106,409	147,133	200,468	309,158	425,105	568,700	491,114	439,631	328,244	158,677	114,909	3,384,483
2006	108,896	105,270	130,581	196,821	321,953	398,097	530,148	547,701	436,570	309,652	171,898	108,914	3,366,500
2007	104,213	105,342	141,576	228,712	388,221	483,507	563,540	570,566	433,290	309,376	185,724	123,405	3,637,471
2008	99,324	112,419	159,922	207,513	375,093	490,720	559,729	563,416	431,754	306,843	152,811	102,112	3,561,656
2009	106,344	82,105	138,113	240,067	415,257	501,588	608,568	666,520	488,385	359,607	157,448	115,056	3,879,058
2010	100,156	104,490	155,844	233,102	397,217	540,934	667,356	683,661	538,804	368,934	154,413	102,969	4,047,880
2011	104,903	97,429	104,465	240,300	370,705	522,571	730,488	724,934	552,253	373,413	144,508	132,679	4,098,648
2012	125,234	118,053	142,260	252,572	369,745	547,372	645,690	683,730	498,948	334,368	146,044		3,864,016

MEMORANDUM

DATE: JANUARY 4, 2013

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: FINANCIAL REPORT – BUDGET UPDATE

Attached for your review and comment is the financial report for this fiscal year, through December 31, 2012.

At your last meeting, it was reported that funding from two sources that represented over \$800,000, was being difficult to collect. That problem has been solved and both sources are now current.

REQUESTED ACTION

For information and discussion only.

Attachment: Budget Update

FY 12-13 Budget
July 1, 2012 - June 30, 2013

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS)

OPERATIONS

EXPENDITURES	11/12 Actual	12/13 Budget	12/13 Actual to 12/31/12	Budget Remaining	12/13 Actual to 11/12 Actual
Service contract	\$ 1,671,440	\$ 2,156,053	\$ 979,230	\$ 1,176,823	\$ (692,211)
Subtotal for Service Contract(s)	\$ 1,671,440	\$ 2,156,053	\$ 979,230	\$ 1,176,823	\$ (692,211)
Management, Accounting, Planning & Service Monitoring	\$ 104,373	\$ 134,000	\$ 55,066	\$ 78,934	\$ (49,307)
Audit, insurance	\$ 19,038	\$ 27,500	\$ 12,035	\$ 15,465	\$ (7,003)
Park & Ride Maintenance	\$ 3,714	\$ 22,080	\$ 1,990	\$ 20,090	\$ (1,724)
Transpo Station Lease	\$ 3,329	\$ 4,738	\$ 1,428	\$ 3,310	\$ (1,901)
Subtotal	\$ 130,454	\$ 188,318	\$ 70,519	\$ 117,799	\$ (59,935)
Subtotal	\$ 1,801,894	\$ 2,344,371	\$ 1,049,748	\$ 1,294,623	\$ (752,146)
Public Education/Media Relations- Marketing Admin	\$ 84,840	\$ 85,000	\$ 15,750	\$ 69,250	\$ (69,090)
Expanded Service Marketing	\$ -	\$ 8,000	\$ 5,988	\$ 2,012	\$ 5,988
Subtotal for Public Education	\$ 84,840	\$ 93,000	\$ 21,738	\$ 71,262	\$ (63,102)
Total Operations Expenditures	\$ 1,886,735	\$ 2,437,371	\$ 1,071,486	\$ 1,365,885	\$ (815,248)

CAPITAL PROGRAM

	11/12 Actual	12/13 Budget	12/13 Actual to 12/31/12	Budget Remaining
Bus Purchase (2)*	\$ 2,322,419	\$ -	\$ -	\$ -
Electronic Fare Boxes	\$ -	\$ 200,000	\$ -	\$ 200,000
Automatic Chains	\$ -	\$ 22,500	\$ -	\$ 22,500
Marketing Plan Implementation (Capital)	\$ -	\$ 86,098	\$ -	\$ 86,098
Total Capital Expenditures	\$ 2,322,419	\$ 308,598	\$ -	\$ 308,598
Total Expenses	\$ 4,209,153	\$ 2,745,969	\$ 1,071,486	\$ 1,674,483

FY 12-13 Budget
July 1, 2012 - June 30, 2013

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS)

REVENUES	11/12 Actual	12/13 Budget	12/13 Actual to 12/31/12	Budget Remaining	12/13 Actual to 11/12 Actual
YARTS Reserve		\$ 246,162			
Mariposa County	\$ 136,360	\$ 136,360	\$ 68,180	\$ (68,180)	\$ -
Mono County	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	\$ -
NPS Contribution	\$ 475,613	\$ 754,520	\$ 602,402	\$ (152,118)	\$ 126,789
Caltrans 5311(f)	\$ 225,000	\$ 300,000	\$ 261,430	\$ (38,570)	\$ 36,430
Farebox	\$ 402,986	\$ 550,289	\$ 195,502	\$ (354,787)	\$ (207,484)
Amtrak contract	\$ 349,242	\$ 327,040	\$ 185,417	\$ (141,623)	\$ (163,825)
Subtotal	\$ 1,619,201	\$ 2,344,371	\$ 1,342,931	\$ (755,278)	\$ (208,089)
Merced County-CMAQ	\$ 48,022	\$ 85,000	\$ 12,414	\$ (72,586)	\$ (35,608)
NPS	\$ 3,172	\$ 8,000	\$ 2,291	\$ (5,709)	\$ (881)
Subtotal for Public Education	\$ 51,194	\$ 93,000	\$ 14,705	\$ (78,295)	\$ (36,489)
Total Ops Revenues	\$ 1,670,395	\$ 2,437,371	\$ 1,357,636	\$ (833,573)	\$ (244,579)
5320 Program*	N/A	\$ -	\$ -	N/A	
CMAQ Bus Purchase*	\$ 1,605,000	\$ -	\$ -	\$ -	
U S DOT	\$ 1,779,098	\$ -	\$ -	\$ -	
5311(f)	\$ -	\$ 308,598	\$ -	\$ (308,598)	
Mariposa Co. PTMISEA	\$ 34,369	\$ -	\$ -	\$ -	
Mono Co. PTMISEA	\$ 25,750	\$ -	\$ -	\$ -	
Merced Co. PTMISEA	\$ 462,205	\$ 68,800	\$ -	\$ (68,800)	
Total Capital Revenue	\$ 3,906,422	\$ 377,398	\$ -	\$ (377,398)	
Total Revenue	\$ 5,576,817	\$ 2,814,769	\$ 1,357,636	\$ (1,210,971)	
Total Revenue Less Expenses	\$ 1,367,664		\$ 286,150		
* Application pending					
Available Restricted Reserve	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	
Available Unrestricted Reserve	\$ 347,345		\$ 260,063		

ITEM 5

MEMORANDUM

DATE: JANUARY 4, 2013

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS AUDIT - FISCAL YEAR 2011/2012

The Financial Statements and Independent Auditor's Report for the year ending June 30, 2012 is available in pdf form as a part of your agenda packet. If you require a paper copy, please inform staff and one will be provided to you.

As this is a fairly large document, and to insure accurate answers, staff would appreciate any questions you might have be tendered prior to the meeting. We will bring the requested details to the meeting on all asked questions.

REQUESTED ACTION

Approve and accept the YARTS Audit for Fiscal Year ending June 30, 2012 prepared by Price, Paige & Company.

Enclosure: YARTS Financial Statements and Independent Auditor's Report

**YOSEMITE AREA REGIONAL
TRANSPORTATION SYSTEM**

**FINANCIAL STATEMENTS AND
INDEPENDENT AUDITOR'S REPORT**

**FOR THE YEAR ENDED
JUNE 30, 2012**

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
JUNE 30, 2012**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners of the
Yosemite Area Regional Transportation System

We have audited the accompanying financial statements of Yosemite Area Regional Transportation System (YARTS), a Joint Powers Authority comprised of Mariposa County, Merced County, and Mono County, California, as of and for the year ended June 30, 2012. These financial statements are the responsibility of YARTS's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of YARTS's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of YARTS as of June 30, 2012, and the results of its operations and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2012, on our consideration of YARTS's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of

management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise YARTS's financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and is also not a required part of the financial statements. The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Price Pange & Company

Clovis, California
November 26, 2012

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
MANAGEMENT DISCUSSION AND ANALYSIS
JUNE 30, 2012**

The management of Yosemite Area Regional Transportation System (YARTS) presents the following narrative overview and analysis of the financial statements for the year ended June 30, 2012. The financial information presented here should be considered in conjunction with the financial statements presented in the following pages.

Financial Highlights

- ❖ Total assets of YARTS for the fiscal year ending June 30, 2012 are \$8,327,437. This is an increase of \$3,699,346 over the ending balance of the prior fiscal year. This increase is due to the purchase of additional buses and the completion of the Mariposa Park & Ride.
- ❖ Federal Grant revenue increased over the prior fiscal year by \$3,045,346, this is due to the purchase of additional buses funded by federal grants.
- ❖ Passenger fares for the fiscal year ending June 30, 2012 were \$471,813, an increase of 12.1% over the prior fiscal year. Ridership increased 10.1% over the previous fiscal year, due in part to increased summer service on traditional service corridors and the service from Tuolumne County for the first time.

Overview of Annual Financial Report

The Management's Discussion and Analysis is intended to serve as an introduction to YARTS's basic financial statements. YARTS's basic financial statements are comprised of four components: statement of net assets; statement of revenues, expenses and changes in net assets; statement of cash flows; and notes to the basic financial statements.

The statement of net assets presents information on all of YARTS's assets and liabilities with the difference between the two reported as net assets. Over time, increases and decreases in net assets may serve as a useful indicator of whether the financial position of YARTS is improving or deteriorating.

The statement of revenues, expenses, and changes in net assets presents information on revenues, expenses, capital contributions, and how YARTS's net assets changed during the year. All changes in net assets are reported as soon as the underlying event giving rise to the changes occurs, regardless of the timing of related cash flows. Thus, revenues, expenses, and capital contributions are reported in the statements for some items that will only result in cash flows in future fiscal periods. The increase or decrease in net assets may serve as an indicator of the effect of YARTS's current year operations on its financial position.

The statement of cash flows summarizes all of YARTS's cash flows into four categories: cash flows from operating activities; cash flows from non-capital financing activities; cash flows from capital and related financial activities; and cash flows from investing activities. The statement of cash flows, along with related notes and information on other financial statements, can be used to assess YARTS's ability to generate positive future cash flows and operating income (loss); and the effect of cash and non-cash investing, capital, and financing activities on YARTS's financial position.

Notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the statement of net assets; statement of revenues, expenses and changes in net assets; and statement of cash flows.

The financial statements provide information on all functions of YARTS as business-type activities. The activities of YARTS are supported by fare collections from passengers and federal, state, and local financial assistance.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
MANAGEMENT DISCUSSION AND ANALYSIS
JUNE 30, 2012**

FINANCIAL ANALYSIS

Statement of Net Assets

Total assets of YARTS exceeded total liabilities by \$7,787,676. A condensed summary of YARTS's net assets at June 30, 2012, is shown below:

**Table 1
Yosemite Area Regional Transportation Systems
Statements of Net Assets**

	2012	2011	% Change
Assets:			
Current Assets	1,380,493	1,427,330	-3.3%
Capital Assets (net)	6,946,944	3,200,761	117.0%
Total Assets	8,327,437	4,628,091	79.9%
Liabilities:			
Current Liabilities	539,761	375,771	43.6%
Total Liabilities	539,761	375,771	43.6%
Net Assets:			
Invested in Capital Assets	6,946,944	3,200,761	117.0%
Unrestricted	840,732	1,051,559	-20.05%
Total Net Assets	7,787,676	4,252,320	83.14%

Statement of Revenues, Expenses, and Changes in Net Assets

Total revenue of YARTS for the fiscal year ended June 30, 2012, including operating revenue and non-operating revenue, was \$5,707,234. This was an increase over the prior fiscal year by \$3,108,291. This increase was due to the increase in federal grant revenue for the purchase of additional buses and an increase in farebox.

Total expenses of YARTS for the fiscal year ended June 30, 2012, were \$2,171,878. This is an increase of \$188,791 over the previous fiscal year. This increase is partially due to the increase in depreciation expense caused by the completion of the Mariposa Park & Ride and the new buses placed in service. Change in net assets for YARTS for the fiscal year ended June 30, 2012, was \$3,535,356.

A condensed summary of YARTS's net assets at June 30, 2012, is shown below:

**Table 2
Yosemite Area Regional Transportation System
Statements of Revenues, Expenses, and Changes in Net Assets**

	2012	2011	% Change
Operating Revenues	471,813	420,758	12.1%
Operating Expenses	2,171,878	1,983,087	9.5%
Operating Income (Loss)	(1,700,065)	(1,562,329)	8.8%
Non-operating Revenues	5,235,421	2,178,185	140.4%
Change in Net Assets	3,535,356	615,856	474.1%
Net Assets, Beginning	4,252,320	3,656,873	16.3%
Prior Period Adjustment	-	(20,409)	-100.0%
Net Assets, Ending	7,787,676	4,252,320	83.1%

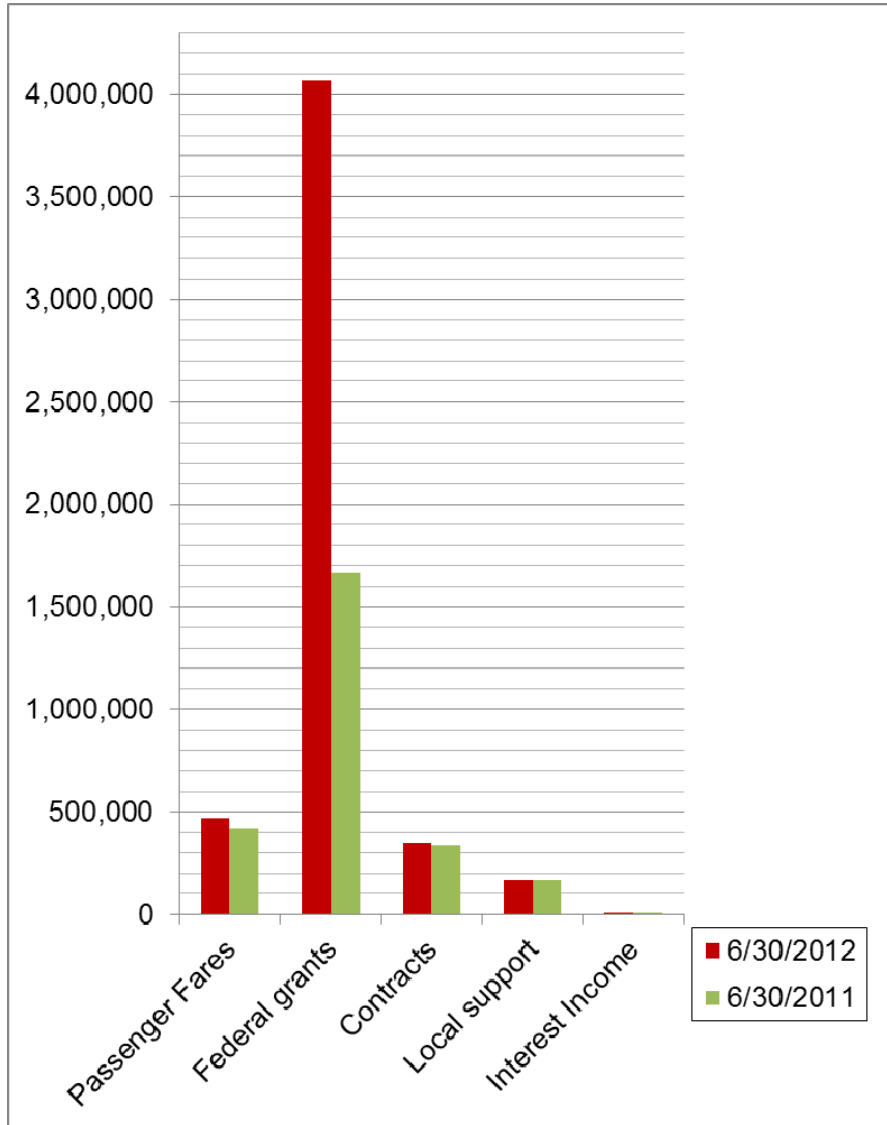
**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
MANAGEMENT DISCUSSION AND ANALYSIS
JUNE 30, 2012**

Analysis of Revenue

Operating revenue increased at the farebox by \$51,055. Federal grant funding also increased by \$3,045,346 for the fiscal year ending June 30, 2012.

The following chart shows revenue for the fiscal years ended June 30, 2011 and 2012:

REVENUE



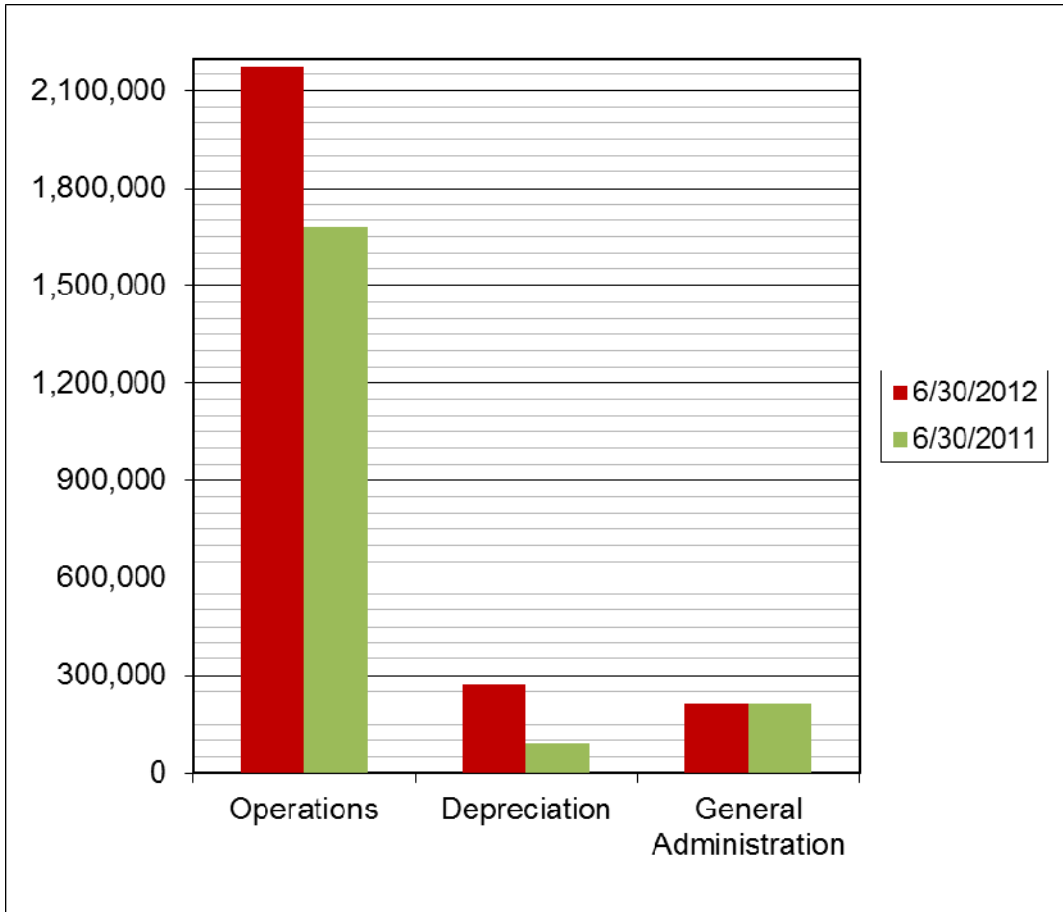
**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
MANAGEMENT DISCUSSION AND ANALYSIS
JUNE 30, 2012**

Analysis of Expenditures

In fiscal year ended June 30, 2012, total expenditures were \$2,171,878, an increase of \$188,791 from the prior fiscal year. This increase is due to increased operations and depreciation expense.

The following chart shows expenses for the fiscal years ended June 30, 2011 and 2012:

Expenses



CAPITAL ASSET ADMINISTRATION

Capital Assets

YARTS's investment in capital assets as of June 30, 2012, was \$6,946,944 compared to \$3,200,761 in the fiscal year ended June 30, 2011. This change is due to the purchase of buses and the completed construction of the Mariposa Park & Ride. Investment in capital assets includes: real property, buses, and the Mariposa Park & Ride.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
MANAGEMENT DISCUSSION AND ANALYSIS
JUNE 30, 2012**

FACTORS BEARING ON YARTS'S FUTURE

During the 2012-2013 fiscal year, YARTS will be in its 13th year of operation. The previous fiscal year saw visitation to Yosemite National Park reach 4.2 million, before starting to trail off. The effects of a dryer-than-normal winter caused water falling over the falls to disappear, as well as some visitation with it, as we entered the new fiscal year.

Ridership

During the FY 2011-2012, exclusively, YARTS's ridership increased by 10.35% to 82,204. When Amtrak Thruway passenger ridership of 12,402 is included, the increase is 10.1% on a total ridership of 94,606.

YARTS's ridership is greatly influenced by the level of visitation to Yosemite, but a new program funded by the Park Service to expand YARTS's public transit service to the park, helped the number of riders to continue to grow, even as the dry weather patterns of 2011-12 persisted.

At the behest of the National Park Service, Yosemite and working with participating gateway partners, YARTS expanded the level of service on both traditional service corridors and, for the first time, into Tuolumne County. The decision to attempt expanded service came following a pilot program YARTS carried out on the Hwy 140 corridor during the summer of 2011. The new expanded service started on May 14, 2012 and continued into September 2012. The program was intended to continue for at least two years and will resume in May 2013.

Farebox recovery is an important measure of a transit operation's viability. The amount of fare revenue is compared to the operating costs of the service to establish a percentage comparison. The State of California requires that rural transit operators, such as YARTS, produce at least a 10% farebox to demonstrate viability. Over the years, YARTS has consistently produced a farebox recovery in the 22-25% range. For FY 2011-2012, the comparison was 26.3%

Projects

New Buses

In May of 2012, four new buses were received and put in service. This brings the total YARTS-owned fleet inventory to eight 45-foot, clean diesel, and over-the-road coaches from Motor Coach Industries (MCI). YARTS will continue to work towards the expansion of the fleet. During 2012, the Board directed the transit manager to search for funding for additional buses. YARTS anticipates needing at least two more buses to complete the current mission and will need even more if, or when, expansion takes place on a permanent basis.

Board Expansion

As recommended by the YARTS Short Range Transit Plan (SRTP), the size of the YARTS Board of Commissioners was expanded to six members to include two from each member-county. The Board of Commissioners must be elected officials from the member county and are designated by their respective Board of Supervisors.

Electronic Fareboxes

A project to install electronic fareboxes on all YARTS-owned buses is underway and is anticipated to be complete in January of 2013. The new equipment will improve the compiling of information which is currently collected manually by the drivers and will improve the speed and accuracy of fare collection. The project will be funded by a grant from Caltrans.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
MANAGEMENT DISCUSSION AND ANALYSIS
JUNE 30, 2012**

Expanded Service

As previously mentioned, the second year of an expanded service will take place during the summer of 2013. If snow levels in the mountains normalize, the potential for improved ridership numbers is great.

All three gateways are in the process of evaluating the service during the summer of 2012 and will be making recommendations for changes in scheduling and marketing in an effort to improve results during the summer of 2013.

The most significant effort will be in Tuolumne County, where a paid consultant has been given the task of answering questions on improvements. The Tuolumne study will also be looking at the viability of service on a more regular basis to the park and to the San Joaquin Valley and making connections with intercity transportation, shopping, medical and other domestic trips by Tuolumne citizens. The results of the study are anticipated to be complete by mid-January 2013 and will determine YARTS's involvement.

Transit Service on Hwy 41

The possibility of YARTS being the designated provider of transit service on Hwy 41 between Fresno and Yosemite NP continues. Following the approval of a transit study by the Fresno Council of Governments (COG), the COG Board directed their staff to pursue funding possibilities for the project and to do outreach in Madera County since there is resistance to the project. The transit service is projected to begin in 2014.

Funding Challenges

All public transit relies on subsidies from a number of sources. The primary source of transit funding has traditionally been "formula funding" from the federal government. YARTS is somewhat unique, in that it does not currently receive formula funding of any kind.

YARTS's funding comes from local contributions from member counties of the YARTS Joint Powers Authority (JPA), contractual arrangements, and state and federal discretionary funding sources. With the passage of the "MAP 21" transportation bill, Congress reduced the number of programs offering discretionary funding to near zero, moving most of that funding into other programs and/or to the formula programs. YARTS's management will continue to work towards securing new forms of funding to replace monies previously received from now deleted programs.

The 2012-2013 operating budget, approved by the Board of Commissioners in April 2012, specifies funding from the following: member counties providing 10%, Amtrak and NPS agreements providing 45%, farebox revenues providing 23%, state-managed federal funding providing 12%, and remaining 10% provided from reserves.

This financial report is designed to provide our member jurisdictions, customers, investors, and creditors with a general overview of YARTS's finances. If you have questions concerning any of the information provided in this report, or need additional information, contact the Executive Director at *Yosemite Area Regional Transportation System, 369 W. 18th Street, Merced, CA 95340.*

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
STATEMENT OF NET ASSETS
JUNE 30, 2012**

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,016,796
Accounts receivable	46,233
Grants receivable	<u>317,464</u>

Total current assets	<u>1,380,493</u>
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Noncurrent assets:

Capital assets:

Non-depreciable	595,178
Depreciable	7,060,783
Accumulated depreciation	<u>(709,017)</u>
Capital assets, net of accumulated depreciation	6,946,944

Total noncurrent assets	<u>6,946,944</u>
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Total assets	<u>8,327,437</u>
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LIABILITIES

Current liabilities:

Accounts payable	436,871
Deferred revenue	<u>102,890</u>

Total current liabilities	<u>539,761</u>
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NET ASSETS

Invested in capital assets	6,946,944
Unrestricted	<u>840,732</u>

Total net assets	<u>\$ 7,787,676</u>
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The notes to the basic financial statements are an integral part of this statement.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2012**

Operating revenue:	
Passenger fares	<u>\$ 471,813</u>
Operating expenses:	
Operations	1,685,959
Depreciation	269,894
General administration	<u>216,025</u>
Total operating expenses	<u>2,171,878</u>
Operating income (loss)	<u>(1,700,065)</u>
Non-operating revenues:	
Federal grants	4,255,457
PTMISEA revenue	456,719
Contracts revenue	349,242
Local support	166,360
Interest income	<u>7,643</u>
Total non-operating revenues	<u>5,235,421</u>
Change in net assets	3,535,356
Net assets - beginning of year	<u>4,252,320</u>
Net assets - end of year	<u>\$ 7,787,676</u>

The notes to the basic financial statements are an integral part of this statement.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2012**

Cash flows from operating activities:	
Cash received from passengers	\$ 436,555
Cash payments to suppliers for goods and services	<u>(1,785,738)</u>
Net cash provided (used) by operating activities	<u>(1,349,183)</u>
Cash flows from non-capital and related financing activities:	
Federal, state and local assistance	<u>5,272,111</u>
Net cash provided (used) by non-capital and related financing activities	<u>5,272,111</u>
Cash flows from capital and related financing activities:	
Purchases of capital assets	<u>(4,016,077)</u>
Net cash provided (used) by capital and related financing activities	<u>(4,016,077)</u>
Cash flows from investing activities:	
Interest received	<u>7,643</u>
Net cash provided (used) by investing activities	<u>7,643</u>
Net decrease in cash and cash equivalents	(85,506)
Cash and cash equivalents at beginning of year	<u>1,102,302</u>
Cash and cash equivalents at end of year	<u>\$ 1,016,796</u>
 Reconciliation of operating income (loss) to net cash provided (used) by operating activities:	
Operating income (loss)	\$ (1,700,065)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Depreciation	269,894
Changes in assets and liabilities:	
Accounts receivable	(35,258)
Accounts payable	<u>116,246</u>
Net cash provided (used) by operating activities	<u>\$ (1,349,183)</u>

The notes to the basic financial statements are an integral part of this statement.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. The Reporting Entity

The Counties of Mariposa, Merced, and Mono entered into a joint powers agreement on September 21, 1999, to establish the Yosemite Area Regional Transportation System (YARTS). YARTS was established to undertake a demonstration project instituting passenger bus service to serve the geographic jurisdictions of the three counties and within Yosemite National Park. The project was established to:

- (1) accommodate the increasing demand for visitation to Yosemite National Park through an increasing number of transportation options for visitors and employees;
- (2) develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region; and
- (3) undertake coordinated political and administrative efforts necessary to resolve issues, obtain funding from outside sources, and to keep projects and programs on schedule.

YARTS is a public entity separate and distinct from its member entities. YARTS functions as the regional representative, within the combined territory of the members of the Joint Powers Authority, for transit and alternative transportation, as well as for supplemental and related matters to carry out the stated functions and purposes of this agreement.

B. Cooperative Agreement with the National Park Service

YARTS entered into a written agreement with the National Park Service which detailed the National Park Service's commitment to, and funding obligations for, the operations of YARTS and the transit system to be planned, established, managed, and evaluated by YARTS and the National Park Service. The agreement stipulated the National Park Service would:

- (1) provide monetary support to YARTS as an operational subsidy for the Demonstration Project;
- (2) promote regional transit service;
- (3) consider and incorporate the needs of YARTS in the National Park Service planning process, land used decisions, circulation changes, and operational changes within the boundaries of Yosemite National Park;
- (4) assist YARTS by providing oversight and comment on the Request for Proposals processes; and
- (5) assist in the marketing of the regional transit service.

C. Basis of Accounting

Pursuant to Governmental Accounting Standards Board (GASB) Standard No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Accounting*, all Financial Accounting Standards Board (FASB) statements and authoritative pronouncements issued before November 30, 1989, are applied to proprietary operations unless they conflict with GASB pronouncements. YARTS has elected not to apply FASB statements issued subsequent to November 30, 1989.

YARTS's accounting records are maintained by the Merced County Association of Governments on the accrual basis of accounting. YARTS is a proprietary entity; it uses an enterprise fund format to report its activities for financial statement purpose. Proprietary Fund Financial Statements include a Statement of Net Assets, Statement of Revenue, Expenses, and Changes in Net Assets, and a Statement of Cash Flows.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Basis of Accounting (Continued)

Enterprise funds are used to account for operations that are financed and operated in a manner similar to a private business enterprise, where the intent of the governing body is that the cost and expenses of providing goods or services to its consumers are financed or recovered primarily through users charges; or where the governing body has decided that periodic determination of revenue earned, expenses incurred, and net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Enterprise funds are accounted for using the “economic resources” measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (current and noncurrent) are included on the Statement of Net Assets. The Statement of Revenues, Expenses, and Changes in Net Assets present increases (revenues) and decreases (expenses) in total net assets. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses. The principal operating revenues of YARTS are charges for providing transportation services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets.

D. Assets, Liabilities and Net Assets

1. Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, YARTS considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. YARTS's cash is held by the County of Merced. The County of Merced allocates interest to YARTS's ending cash balances in the County of Merced Treasury.

2. Accounts Receivable

The “direct write-off” method for accounts receivable is applied for accounts that have been established as uncollectible. The “direct write-off” method is not in compliance with generally accepted accounting principles, but the result is deemed immaterial to the financial statements taken as a whole. YARTS did not write-off any accounts receivable during the fiscal year. There were no accounts that were deemed to be uncollectible at June 30, 2012.

3. Accounts Payable

Certain costs are incurred by YARTS during the current period but are not paid until after the beginning of next fiscal period. These costs are reported as payables in the financial statements. YARTS's current accounts payable balance of \$436,871 as of June 30, 2012, is related to certain contract services.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Assets, Liabilities and Net Assets (Continued)

4. Capital Assets

YARTS's capitalization policy requires expenditures to be capitalized when the useful life of the asset acquired or constructed exceeds five years and/or the useful life of an existing asset is increased beyond its original useful life. Capital assets are recorded at cost. Depreciation is computed using the straight-line method over the asset's estimated useful life ranging from five to thirty years. The costs of normal repairs and maintenance are charged to expense as incurred.

5. Net Assets

Net assets are reported in three categories as follows:

Invested in capital assets – This amount consists of capital assets net of accumulated depreciation.

Restricted – This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

Unrestricted – This amount consists of all net assets that do not meet the definition of "invested in capital assets" or "restricted net assets."

When both restricted and unrestricted resources are available for use, it is YARTS's policy to use restricted resources first, then unrestricted resources as they are needed.

6. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash in the Merced County Treasury as part of the common investment pool. These pooled funds are carried at cost, which approximates market value. Interest is paid quarterly into the participating funds. Any investment losses are proportionately shared by all funds in the pool. The fair market value of this pool as of June 30, 2012, was provided by the pool sponsor.

The County is authorized to deposit cash and invest excess funds by *California Government Code* Sections 53601 et. seq, 53635 et. seq, and 53648 et. seq. The County is restricted by California Government Code Section 53635, pursuant to Section 53601, to invest in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's Investment Pool, banker's acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The investment policy for the Merced County Treasury prohibits reverse repurchase agreements and investments in foreign investments.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 2 – CASH AND CASH EQUIVALENTS (Continued)

Cash equivalents are comprised of the following at June 30, 2012:

	<u>Cost</u>	<u>FMV</u>
Deposits:		
Cash in County Treasury	<u>\$ 1,016,796</u>	<u>\$ 1,020,616</u>

Investments in investment pools are considered unclassified as to credit risk because they are not evidenced by securities that exist in physical or book entry form. Investments in investment pools and other pooled investments are excluded from the concentration of credit risk disclosure under GASB Statement No. 40.

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rate. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools. The County of Merced issues a financial report that includes custodial credit risk disclosures for the Cash in County Treasury. The report may be obtained by writing the Merced County Treasurer, 2222 M Street, Merced, California 95340.

NOTE 3 – CAPITAL ASSETS

A summary of capital assets for the fiscal year 2012 is as follows:

	<u>Balance June 30, 2011</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2012</u>
Non-depreciable assets:				
Land	<u>\$ 595,178</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 595,178</u>
Total non-depreciable assets	<u>595,178</u>	<u>-</u>	<u>-</u>	<u>595,178</u>
Depreciable assets:				
Buildings and equipment	3,044,706	4,016,077	-	7,060,783
Less accumulated depreciation	<u>(439,123)</u>	<u>(269,894)</u>	<u>-</u>	<u>(709,017)</u>
Total depreciable assets, net	<u>2,605,583</u>	<u>3,746,183</u>	<u>-</u>	<u>6,351,766</u>
Total capital assets	<u>\$ 3,200,761</u>	<u>\$ 3,746,183</u>	<u>\$ -</u>	<u>\$ 6,946,944</u>

Buildings and equipment include the costs associated with planning and constructing the park and ride facility, buses, bus stops and staging areas.

The amount recorded for depreciation for the year ended June 30, 2012, was \$269,894.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2012**

NOTE 4 – OPERATING LEASES

On May 23, 2007, YARTS entered into an agreement with VIA Adventures, Inc. to provide transportation services and equipment for the period June 1, 2007 through May 31, 2012. The agreement contains termination clauses providing for cancellation after a specified number of days written notice. YARTS will receive no sublease rental revenues nor pay any contingent rentals for the transportation equipment. YARTS incurred \$1,676,356 in transportation and equipment services provided by VIA Adventures for the year ended June 30, 2012. A new agreement with VIA Adventures is under negotiation. YARTS currently has a month-to-month agreement for services.

NOTE 5 – COMMITMENTS AND CONTINGENCIES

YARTS has received federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material. The current economic climate may impact future funding levels from governmental sources. However, we are not aware of any current funding decreases that would be subject to disclosure.

NOTE 6 – PROPOSITION 1B (PTMISEA FUNDING)

In November 2006, California Voters passed a bond measure enacting the Highway Safety Traffic Reduction, Air Quality and Port Security Bond Act of 2006. Of the \$19.925 billion of State general obligation bonds authorized, \$4 million was set aside by the State as instructed by statute as the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA). These funds are available to the California Department of Transportation for intercity rail projects and to transit operators in California for rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements and for rolling stock procurement, rehabilitation or replacement.

During the fiscal year ended June 30, 2012, YARTS expended \$456,719 from the State's PTMISEA account to help fund the purchase of seven buses. Activity of the PTMISEA account for YARTS is as follows:

PTMISEA funds, including interest as of June 30, 2011	\$ 55,146
PTMISEA funds received in FY 2011/2012	467,636
PTMISEA interest earned in FY 2011/2012	2,736
Expenditures incurred in FY 2011/2012	<u>(456,719)</u>
 PTMISEA funds, including interest as of June 30, 2012	 <u>\$ 68,799</u>

OTHER INFORMATION

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS AND THE TRANSPORTATION DEVELOPMENT ACT*

To the Board of Commissioners of
Yosemite Area Regional Transportation System

We have audited the financial statements Yosemite Area Regional Transportation System (YARTS), a Joint Powers Authority comprised of Mariposa County, Merced County, and Mono County, California, as of and for the year ended June 30, 2012, and have issued our report thereon dated November 26, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of YARTS is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered YARTS's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of YARTS's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of YARTS's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether YARTS's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of YARTS, in a separate letter dated November 26, 2012.

Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA)

In November 2006, California Voters passed a bond measure enacting the Highway Safety Traffic Reduction, Air Quality and Port Security Bond Act of 2006. Of the \$19.925 billion of State general obligation bonds authorized, \$4 million was set aside by the State as instructed by statute as the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA). These funds are available to California Department of Transportation for intercity rail projects and to transit operators in California for rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements or for rolling stock procurement, rehabilitation or replacement.

During the fiscal year ended June 30, 2012, YARTS expended \$456,719 from the State's PTMISEA account to help fund the purchase of seven buses. Activity of the PTMISEA account for YARTS is as follows:

PTMISEA funds, including interest as of June 30, 2011	\$	55,146
PTMISEA funds received in FY 2011/2012		467,636
PTMISEA interest earned in FY 2011/2012		2,736
Expenditures incurred in FY 2011/2012		<u>(456,719)</u>
PTMISEA funds, including interest as of June 30, 2012	\$	<u>68,799</u>

This report is intended solely for the information and use of, management, others within the organization, the Board of Commissioners, State Controller's Office and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Price Pange & Company

Clovis, California
November 26, 2012



REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT
AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL
CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners of
Yosemite Area Regional Transportation System

Compliance

We have audited Yosemite Area Regional Transportation System's (YARTS) compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement that could have a direct and material effect on YARTS's major federal programs for the year ended June 30, 2012. YARTS's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of YARTS's management. Our responsibility is to express an opinion on YARTS's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about YARTS's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of YARTS's compliance with those requirements.

In our opinion, YARTS complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2012.

Internal Control Over Compliance

Management of YARTS is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered YARTS's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of YARTS's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of, management, others within the organization, the Board of Commissioners, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Price Pange & Company

Clovis, California
November 26, 2012

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012**

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Contact or Program Number	Federal Expenditures
<u>Federal Programs</u>			
<u>U.S. Department of Transportation</u>			
Direct Programs:			
Federal Transit—Capital Investment Grants	20.500	CA-04-0115	\$ 1,844,704
Paul S. Sarbanes Transit in the Parks	20.520	CA-20-0007	1,605,000
Passed through California Department of Transportation:			
Formula Grants for Other Than Urbanized Areas	20.509	649453	225,000
Highway Planning and Construction	20.205	CML-6305(005)	43,209
Highway Planning and Construction	20.205	CML-6305(006)	<u>14,159</u>
Total U.S. Department of Transportation			<u>3,732,072</u>
<u>U.S. Department of Interior</u>			
Direct Program:			
National Parks	15.UNKNOWN	Co-op #F8826-05-01-01	<u>523,385</u>
Total U.S. Department of Interior			<u>523,385</u>
Total Expenditures of Federal Awards			<u>\$ 4,255,457</u>

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012**

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Yosemite Area Regional Transportation System and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

NOTE 2 – SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Yosemite Area Regional Transportation System did not provide any federal awards to subrecipients.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2012**

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued: Unqualified

Internal control over financial reporting:
 Material weakness(es) identified? _____ yes X no

Significant deficiencies identified that are not
 considered to be material weaknesses? _____ yes X none reported

Noncompliance material to financial
 statements noted? _____ yes X no

Federal Awards

Internal control over major programs:
 Material weaknesses identified? _____ yes X no

Significant deficiencies identified that are not
 considered to be material weaknesses? _____ yes X none reported

Type of auditor's report issued on compliance
 for major programs: Unqualified

Any audit findings disclosed that are required
 to be reported in accordance with Section 510(a)
 of Circular A-133? _____ yes X no

Identification of Major Programs

CFDA Number

20.500
20.520

Name of Federal Program or Cluster

Federal Transit—Capital Investment Grants
Paul S. Sarbanes Transit in the Parks

Dollar threshold used to distinguish between
 Type A and Type B programs: \$300,000

Auditee qualified as a low-risk auditee? _____ yes X no

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2012**

SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

**YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2012**

SECTION II – FINANCIAL STATEMENT FINDINGS

Net Assets

Finding 2011-1

Criteria: YARTS is required to maintain a system of controls over the preparation of financial statements in accordance with generally accepted accounting principles (GAAP).

Condition: YARTS's accounting records did not reconcile to the prior year audited financial statements. Consequently, YARTS's accounting records did not accurately reflect financial position or results of operations. Audit adjustments were required to reconcile opening balances.

Effect: Assets and net assets were overstated \$27,529.

Recommendation: The accounting records must accurately reflect the financial position of YARTS. Adjustments identified during an audit should be posted promptly to the accounting records upon acceptance and issuance of the financial statements. After an accounting year is audited and closed, changes should no longer be made to that fiscal year. Any adjustments to the accounting records are to be done within the current fiscal year.

Management Response:

Management agrees that once an accounting year is audited and closed, changes should no longer be made to that fiscal year. Accounting software, currently in use by the agency does not prohibit changes so a process has begun to find and implement software that will remedy this situation. Additionally, the Administrative Services Manager has been called on to be more directly involved with YARTS's accounting process and accounting staff have been briefed on the need to prevent these changes from happening in the future.

Status: Management has followed the recommendation provided. The condition is not an issue for the current year under audit.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

MEMORANDUM

DATE: JANUARY 4, 2013

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS NEW SERVICE CONTRACT

Attached for your review and approval is the new service contract that was negotiated between VIA Adventures, Inc. and YARTS. Please note that the contract is dated to begin on October 1, 2012. The contractor is supportive of that start date.

The contract has been approved by Caltrans, the contractor, and by legal counsel. The contract is recommended to the YARTS Board by staff.

The biggest change from the previous contract is the removal of fuel costs from inclusion in the service hour rate. With proof of cost and usage, YARTS will pay the contractor for the actual fuel costs used each month, separate from the service hour charges. It is anticipated that this change will result in a reduction in operating costs over the long haul as YARTS will pay for what it uses and at the current rates. Previously, the contractor had to estimate what the rates would be and adjust from there.

Further reduction in operating costs will also be realized by the growth of the YARTS-owned fleet to eight buses. The service hour rate prior to the separation of the fuel costs and the rest of the operation and the new contract was \$125.27 for YARTS-owned buses and \$142.19 for contractor-owned buses. Those rates drop to \$83.65 per hour for YARTS-owned buses and \$118.65 for contractor buses, under the new contract.

REQUESTED ACTION

Authorize the Interim Executive Director to process the contract to full execution.

Attachment: Proposed service contract between YARTS and VIA Adventures.

AGREEMENT FOR THE DAILY OPERATION OF YARTS

This Agreement for the Daily Operation of Yosemite Area Regional Transportation Services (“Agreement”) is by and between the Yosemite Area Regional Transportation Services, a California Joint Powers Authority pursuant to California Government Code § 6500, et. seq. (“YARTS”), and VIA Adventures, Inc., a California corporation (“Contractor”), is effective as of October 1, 2012.

1. TERM OF AGREEMENT. The term of this Agreement shall commence on October 1, 2012, and end on October 31, 2017, unless terminated earlier by YARTS pursuant to Section 16, 17, 19, or 21 of this Agreement. At the end of the term, YARTS may require Contractor to continue operations on the terms set forth herein on a month-to-month basis for not more than twelve (12) additional months.

2. SERVICE. Contractor agrees that, for the term of this Agreement, it will supply drivers, customer service representatives, daily supervision, complete employee training, bus maintenance and repair, such other services as are set forth in this Agreement, and transit service according to the routes, times, and schedules provided in Exhibit A and as may be subsequently expanded, modified, or reduced by YARTS. Contractor is prohibited from operating the services herein with any other services Contractor may operate, except that Contractor’s designated security and safety supervisor may be shared with other of Contractor’s transit services.

3. ADMINISTRATION OF AGREEMENT. YARTS shall administer the provisions of this Agreement. YARTS, in order to accommodate public demand while not exceeding its financial capabilities, reserves the right to make such changes as it deems appropriate with respect to the transit services specified herein including, but not limited to, hours of operation, routes, schedules, fares, operating policy, and promotional programs to increase transit patronage. The parties recognize that, during the term of this Agreement, YARTS may increase or decrease the number of buses, routes, schedules, hours, and days of service and may establish new fare structures without the consent of the Contractor. YARTS and Contractor shall meet on or before March 15 of each year to develop a budget for the subsequent year.

4. PUBLIC UTILITIES COMMISSION. Contractor agrees and warrants that if any approval of the Public Utilities Commission is necessary for the validity or effectiveness of this Agreement or for the services specified herein, Contractor shall obtain such approvals and advise YARTS immediately of all actions or

orders of the Public Utilities Commission that affect Contractor's operation under the terms of this Agreement.

5. DESCRIPTION OF SERVICE. Contractor will provide Fixed Route service in the Yosemite Region as described in Exhibit A according to the time schedules provided by YARTS.

Contractor shall be responsible for service operations, including, but not limited to, scheduling of buses, assignment of vehicles, drivers and dispatchers, knowledge of the service area, and knowledge of the particular requirements of individual passengers with disabilities. Contractor's drivers shall assist passengers while boarding and de-boarding vehicles as required. Any disputes between Contractor and passengers shall be resolved by YARTS or its designee.

Contractor shall utilize vehicles in a manner that maximizes the number of passengers carried per vehicle service hour while meeting the service standards described herein. Contractor will utilize YARTS-owned busses whenever possible.

Contractor shall adhere to performance standards for on-time service, missed runs, bus cleaning, repair and maintenance and driver training, as set forth in Exhibit B.

6. VEHICLE SERVICE HOUR. For purposes of this Agreement, vehicle service hour is defined as one vehicle providing passenger service for one hour during the hours of service herein specified. A vehicle service hour shall not include any out-of-service vehicle time used for vehicle operator dead time, including, but not limited to, breaks and lunches and shall not include driver training.

7. DISPATCHING. Contractor shall operate a communications system for communications between its central dispatcher and vehicles.

Contractor shall have at least one dispatcher on duty from at least 6:30 a.m. through 6:00 p.m., Monday through Friday. Customer phone lines will be answered from 6:30 a.m. to 6:00 p.m., Monday through Friday.

8. PERSONNEL. Contractor shall provide a workforce sufficient to render the services required in a manner satisfactory to YARTS.

9. EMPLOYEES.

A. Existing Employees. Nothing in this Agreement shall be construed to limit Contractor's, or its subcontractor's, right to manage its workforce (including existing employees), its right to promote, demote, hire, discipline, discharge, train, re-train, or otherwise make personnel decisions, subject to the limitations imposed by law or this Agreement.

B. Worker's Compensation Insurance. Contractor shall provide and maintain worker's compensation insurance covering its employees as required by the laws of the State of California and as specified in Section 15 of this Agreement.

C. Employee Oversight. In order to protect the public and to avoid exposure to liability and risk, YARTS reserves the right to require the removal of any Contractor employee who, in the sole discretion of YARTS, adversely affects the health or safety of passengers or members of the general public.

D. Driver Standards. Contractor shall provide uniforms for all drivers, said uniforms being approved by YARTS.

Contractor shall not employ as a driver any of the following persons:

- i. Any person who does not have a minimum of two (2) years of licensed commercial driving experience;
- ii. Any person who has been convicted of a felony involving moral turpitude or narcotics within the five (5) years immediately preceding consideration of such person for employment;
- iii. Any person who has been convicted of driving a vehicle recklessly within the two (2) years immediately preceding consideration of such person for employment; or
- iv. Any person who has been convicted of driving a vehicle while under the influence of intoxicating liquors and/or drugs within the five (5) years immediately preceding consideration of such person for employment.

Contractor shall develop, maintain, and enforce a driving performance and safety evaluation system to evaluate its bus driver employees throughout the term of this Agreement. Said system shall be approved by YARTS, and YARTS

reserves the right to have Contractor expand, modify, or revise said performance and safety evaluation system.

All bus driver employees shall be evaluated with on-board check rides by Contractor's supervisory personnel at least once every three (3) months. Such evaluations shall be in writing and shall be provided to YARTS within ten (10) days of completion.

Contractor shall provide complete, thorough, and continuous training for drivers in the following areas:

- i. Complete transit system operating knowledge (i.e., routes, fares, schedules, services areas, and policies);
- ii. Customer relations and quality customer service;
- iii. Specialized assistance for passengers with disabilities and elderly passengers;
- iv. Proper counting and recording of all ridership, fares collected, passes sold, and any other statistical data required by YARTS; and
- v. First aid and CPR.
- vi. Safety and security.

Contractor shall comply with any YARTS emergency response requirements.

10. YARTS-OWNED AND PROVIDED EQUIPMENT. YARTS will provide buses as set forth in Exhibit C, and YARTS-owned buses shall have priority of use. Contractor will be required to operate said buses and equipment in a diligent and careful manner. YARTS-owned equipment shall not be used by Contractor for any purpose other than those specified herein. Contractor shall be required to regularly clean and wash buses per Section 24 of this Agreement.

A. Standards for Contractor-Provided Buses. Contractor shall provide vehicles as needed. If Contractor provides three or more buses, two of them shall be MCI 45-foot DL3s wrapped with the YARTS logo, and these shall be the primary backup vehicles. Any other Contractor-provided vehicles shall be clearly identified and labeled as providing YARTS service.

11. EQUIPMENT DAMAGES AND REPAIRS. Contractor agrees to maintain proper safety standards and to immediately report any need for damage-related repairs caused by accidents, the causes, names and addresses of witnesses and any other relevant information specified on forms furnished by YARTS. Contractor agrees to cooperate in any negotiations or litigation necessary to recover costs of repair or replacement of buses from third parties. Contractor is responsible for all physical damage to YARTS-owned vehicles and equipment.

12. VEHICLE MAINTENANCE, REPAIR AND IMPROVEMENT. Contractor shall provide vehicle maintenance and repair for YARTS-owned vehicles provided for the services described in this Agreement. Contractor must be in complete compliance with FTA maintenance standards, Title 13 of the California Motor Carrier Safety Regulations, and bus manufacturer specifications. Contractor shall perform daily inspections of all vehicles, and said inspections shall be recorded and made available to YARTS.

13. YARTS ACCESS TO EQUIPMENT. YARTS shall have access to all YARTS-owned vehicles and equipment at all times for the purpose of conducting any inspections that are deemed necessary for the proper administration of this Agreement.

14. SCHEDULES, PRINTED MATERIALS, AND ADVERTISING. YARTS shall provide and maintain an adequate supply of printed service schedules for distribution on buses throughout the area of service. YARTS reserves the right to print and distribute any printed materials it may choose to publicize and inform the public of the bus service. YARTS reserves the right to place advertising material on the interior and exterior of buses. Contractor shall cooperate in the installation and removal of advertising material. Contractor shall cooperate with YARTS as necessary to promote ridership through any advertising, marketing, or promotional effort or campaign directed and ordered by YARTS.

15. INDEMNIFICATION/INSURANCE. Contractor agrees to defend, indemnify and hold harmless YARTS and its officers, employees, agents, and volunteers against any loss or claim made for any personal injury or property damage arising out of the operation of YARTS' buses or any other act of Contractor or its officers, employees, agents and subcontractors in the performance of this contract, including reasonable attorney's fees, except for and to the extent that such loss, claim, suit, personal injury, or property damage is caused by the sole negligence of YARTS.

Contractor shall, for the duration of this Agreement, purchase and maintain insurance to protect against loss resulting from the performance of its duties under this Agreement. Said insurance coverage shall comply with the following minimum requirements:

A. General Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.

B. Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage.

C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment, at the discretion of YARTS, while on road, parked or stored shall be Contractor's responsibility. A qualified self-insured physical damage plan may be substituted subject to approval by YARTS.

D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$10,000,000.

E. Workers' Compensation: Contractor shall maintain worker's compensation coverage sufficient to comply with statutory requirements and limits as required by the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against YARTS.

Insurance coverage shall be at least as broad as that provided by the following forms or their equivalents:

F. Commercial General Liability coverage (ISO "Occurrence" form CG 0001) or Comprehensive General Broad Form Liability coverage (ISO "Occurrence" forms GL 0002 and GL 0404) insuring Contractor's premises, operations, products and completed operations, contractual, and independent contractors liability exposures. The coverage shall contain no special limitations on the scope of protection afforded to YARTS.

G. Business Auto Coverage (ISO form CA 0001) covering automobile liability on all of Contractor's owned, leased, hired, non-owned, or borrowed vehicles, including those provided by YARTS, used in the performance of this contract.

H. Liability policies shall be preferably written on an "Occurrence" form. If only a "claims made" form is available, it must be endorsed to provide for a five (5) year extended discovery and claim reporting period, and shall be subject to prior approval by YARTS.

Deductibles or Self-Insured Retention (SIR) in excess of \$10,000 per loss shall be disclosed to and approved by YARTS, and, at the option of YARTS, Contractor may be required to reduce or eliminate the deductible/SIR with respect to YARTS or procure a bond or other financial instrument guaranteeing payment of the cost of investigation, defense, and damages within the deductible/SIR amount.

YARTS and its officers, employees, agents, and volunteers shall be endorsed as "Additional Insureds" using ISO form CG2026 as to any liability arising from the performance of any contract on all of the Contractor's liability policies.

Each of the above required policies shall be endorsed to provide YARTS with thirty (30) days prior written notice of cancellation or reduction of limits in coverage. YARTS is not liable for the payment of premiums on any policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement. The insurance requirements and limits required by this Agreement shall not be construed to limit any liability of the Contractor.

Contractor's insurance coverage shall be primary insurance as respects YARTS, and any insurance maintained by YARTS shall be in excess of Contractor's insurance and shall not contribute until Contractor's insurance limits are expended by payment of damages.

Contractor's insurance shall apply separately to each insured or additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor shall include all subcontractors as insureds under its policies or shall furnish to YARTS Certificates of Insurance for each subcontractor. All coverage for subcontractors shall be subject to the requirements and limits of this Agreement.

Insurance is to be placed with admitted insurers rated by A. M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted, insurers may be accepted if prior approval is given by YARTS.

Contractor shall, prior to commencing work, and thereafter at least thirty (30) days prior to policy expiration, furnish current dated Certificates of Insurance, endorsements or policies and amendments (as needed by YARTS to verify coverage) to YARTS. Certificates shall have any special policy endorsement attached that may be required to effect or accomplish the coverage and conditions specified, if not described on the Certificates.

If Contractor fails to maintain any of the insurance coverage required herein, YARTS may withhold payment, order Contractor to stop work, declare the Contractor in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, purchase replacement insurance, or pay premiums due on existing policies. YARTS may collect any replacement insurance costs or premium payments or deduct the amount paid from any sums due Contractor under this Agreement.

Contractor shall report any and all accidents involving YARTS vehicles or incidents involving customers and injuries aboard YARTS vehicles and shall provide written notice pursuant to Section 58 of this Agreement as soon as possible but within twenty-four (24) hours. In addition, Contractor or Contractor's insurance carrier shall keep YARTS fully informed in writing, not less than quarterly, of the status of any and all claims, actions, or suits arising out of Contractor's operation pursuant to this Agreement.

In the event that the proceeds of a claim submitted to Contractor's insurance company are insufficient to bring a damaged or destroyed vehicle up to the standards of repair and maintenance required by the FTA and DOT, Contractor shall pay any additional sums required to bring a damaged or destroyed vehicle up to those standards, including replacement, if required.

16. BANKRUPTCY. Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or (b) a general assignment by Contractor for the benefit of creditors, or (c) any action taken by or suffered by Contractor or its creditors under any insolvency or bankruptcy act shall constitute a breach of this Agreement by Contractor and shall at the option of YARTS terminate this Agreement and the licenses and privileges granted herein.

17. INTERRUPTION OF SERVICE. In the event the service required to be performed by Contractor under this Agreement is interrupted by a labor dispute or any other cause and scheduled service is discontinued for more than forty-eight (48) hours, YARTS shall have the right to take temporary possession of all facilities, buses, and equipment provided to Contractor by YARTS, as well

as facilities and equipment supplied by Contractor for effectuation of this Agreement, so that YARTS can preserve and protect the public interest and welfare.

YARTS shall have the right to possession of such facilities and equipment and to render the required service until Contractor can demonstrate to the satisfaction of YARTS that required services can be resumed by Contractor, provided, however, that such temporary assumption of Contractor's obligation under this contract shall not be continued by YARTS for more than one hundred twenty (120) days from the date such operations were undertaken. Should Contractor fail to demonstrate to the satisfaction of YARTS that required services can be resumed by Contractor prior to the expiration of the aforementioned one hundred twenty (120) days, this Agreement shall terminate.

During the period in which YARTS has temporarily assumed the obligations of Contractor under this Agreement, YARTS shall pay costs and expenses applicable to said period, and Contractor shall not be entitled to receive payment as provided for in Section 31 herein.

18. STATISTICAL DATA AND REPORTS. In addition to the other records and reports required by this Agreement, Contractor shall compile, maintain, and furnish to YARTS certain reports and statistical data. A route record system approved by YARTS shall be established and maintained to provide the following daily information for each route and service operated under this Agreement:

- A. Number of cash customers and amounts paid;
- B. Number of free riders;
- C. Number of transfer customers from Amtrak;
- D. Number of customers using bus passes;
- E. Number of passes sold by pass type;
- F. Amount of cash collected per pass sale;
- G. Route mileage and bus hours, including vehicle service hours and vehicle service miles;

H. Any removal of equipment resulting in an interruption of service, including particulars such as time service is suspended and time it resumed;

I. Complaints and requests for service from the public;

J. Number of wheelchair users; and

K. Any additional route or patron information requested by YARTS.

The above information shall be provided to YARTS or its authorized representative within ten (10) days following the end of each month.

Route records shall be available for inspection by YARTS or its authorized representative at any reasonable time. In addition, Contractor shall cooperate from time to time, as required by YARTS, in conducting surveys of ridership, taking ridership head counts, and summarizing rider characteristics.

Contractor shall collect and record all data needed for YARTS to complete the annual Transit Database Report.

19. TERMINATION FOR DEFAULT. All the terms, conditions, and covenants of this Agreement are considered material. In the event Contractor breaches or defaults in the performance of any such terms, conditions, or covenants, YARTS shall give Contractor ten (10) days written notice either by mail or by personal service setting forth such breach or default. If Contractor fails, neglects, or refuses for a period of more than ten (10) days thereafter to remedy, make good, or perform such breach or default, then YARTS, without further notice, may cancel this Agreement.

In the event of termination of this Agreement as specified in Sections 16, 17, 19, or 21, YARTS shall have the right to take immediate possession of all buses, equipment and facilities provided to Contractor by YARTS and the facilities and equipment supplied by Contractor under the provisions of this Agreement.

Contractor shall not be deemed in default of any of the provisions of this Agreement in the event of interruption or diminution of service if the result of earthquake, flood, strike, fire, riots, insurrections, or similar causes beyond the reasonable control of Contractor and which renders performance impossible.

20. CO-PARTNERSHIP DISCLAIMER. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed to create or establish a partnership relationship or to create an agency or employer-employee relationship between the parties.

21. EXCEPTION TO TERM OF AGREEMENT. YARTS may cancel the Agreement at any time without cause or legal excuse by giving Contractor ninety (90) days advance written notice by mail or personal service.

22. CONTRACT NON-ASSIGNABLE. This Agreement is non-assignable by Contractor without the prior written consent of YARTS.

23. FAITHFUL PERFORMANCE. The faithful performance by Contractor of each and every term, condition, and provision of this Agreement is expressly made a condition precedent to the payment of any sums agreed herein to be paid to Contractor by YARTS. Contractor shall post with YARTS a bond or other financial instrument acceptable to YARTS in the amount of one hundred thousand dollars and no/100ths dollars (\$100,000) to secure said performance prior to January 1, 2013, and thereafter during the full term of this Agreement.

24. VEHICLE WASHING AND CLEANING. Contractor shall be required to provide the necessary manpower, equipment and supplies to thoroughly wash and clean all vehicles. Contractor shall be required to thoroughly clean the interior of each vehicle daily and to thoroughly wash the exterior of each vehicle twice weekly. Buses must be washed immediately after rainy weather.

25. FARE COLLECTION AND DEPOSIT. All fare, pass and ticket revenue collected shall remain the property of YARTS. Contractor shall collect and deposit said revenue on a daily basis in a manner satisfactory to YARTS. It shall be the responsibility of Contractor to assure that its bus driver employees collect the proper ridership fare, pass, and ticket amounts from bus patrons. Additionally Contractor shall maintain daily ridership logs for each bus used in a manner satisfactory to YARTS. Contractor is required to reconcile all ridership fare box revenue collections and pass sales on a daily basis. Contractor shall remit fare box revenues to YARTS on a monthly basis within five (5) days of the end of each month.

26. FINANCIAL REPORTING REQUIREMENTS. Contractor shall establish and maintain full and complete books of account for the services provided hereunder which are separate from its other operations. Such books of account and accounting procedures shall be established using the accrual basis of accounting as prescribed by the Uniform System of accounts and records, and

shall be subject to approval, inspection, and audit by authorized employees and agents of YARTS.

Contractor shall furnish to YARTS within thirty (30) days after the end of each calendar quarter a quarterly report of operating revenues and expenses. At the end of each quarter, Contractor shall submit to YARTS a statement of revenues and expenses prepared by a certified public accountant. YARTS, at its option, may require additional financial reports as necessary.

27. PAYMENTS TO BE MADE BY YARTS. In consideration of the performance of the conditions set forth herein, YARTS agrees to pay Contractor a base rate of \$83.65 per vehicle service hour over the regular routes and areas of operation specified in Exhibit A for YARTS-owned busses and \$118.65 per vehicle service hour for non YARTS-owned busses. Said rate per vehicle service hour shall include all services provided by Contractor under this Agreement. A vehicle service hour is defined in Section 6 herein. YARTS shall not be billed for any hours other than vehicle service hours actually operated. The regularly scheduled hours of transit service are specified in Exhibit A and said hours may be expanded, modified or reduced by YARTS. Notwithstanding the foregoing, for Contractor-provided busses on scheduled routes, there shall be a four hour per day minimum. This is not applicable to periodic replacement of YARTS-owned busses. Furthermore, the pricing structure for YARTS-owned busses is based upon a minimum of 3.5 hours of service per operational bus per day. Runs may be combined to meet this hours-per-bus minimum. Current Run 7 is not subject to the minimum charge.

The vehicle service hour prices shall be adjusted annually after the first year in an amount consistent with the Consumer Price Index for the San Francisco Bay Area. The parties may renegotiate the vehicle service hour prices in the event of a material change in circumstance, which may include, by way of illustration, an increase or decrease in the level of service, or Contractor cost increases as a result of government mandate more than twenty percent (20%) above the previous year. A request for an adjustment to vehicle service hour prices shall not automatically bind YARTS.

Within thirty (30) days of invoice, YARTS shall reimburse Contractor for the cost of fuel used on a monthly basis. Fuel-Use Reports, including a record of fuel used per vehicle, for the prior month shall be submitted within ten (10) days of the end of each month. YARTS shall have the right to audit fuel use and invoicing and all bulk fuel purchase invoices shall be provided monthly.

Within ten (10) days following the end of each month of operation, Contractor shall furnish YARTS with a report of operating mileage, vehicle

service hours, and service interruptions required by Section 20 hereof. Payments to Contractor shall be made for each such monthly period based upon said report of vehicle service hours, within thirty (30) days following submission of appropriate invoices and records, subject to certification by YARTS' authorized representative that all of the conditions of this Agreement have been complied with by Contractor.

In the event of termination, YARTS shall only be obligated to pay Contractor for services rendered prior to the effective date of termination.

If the initial term of this Agreement expires, but is extended on a month-to-month basis, then the payments under this section shall be at the same rate as herein specified, as such rates have been adjusted.

28. DISADVANTAGED BUSINESS ENTERPRISE ("DBE"). It is the policy of the Department of Transportation ("DOT") that DBEs as defined in 49 C.F.R. § 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement. Consequently the DBE requirements of 49 C.F.R. Part 26 apply to this Agreement.

Contractor agrees to ensure that DBEs, as defined in 49 C.F.R. § 26.5, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard Contractor and any sub-contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, creed, color, national origin, age, sexual orientation, or sex in the award and performance of DOT-assisted contracts.

29. EQUAL EMPLOYMENT OPPORTUNITY ("EEO")/GENERAL REQUIREMENTS. In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, age or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Contractor is required to submit and obtain federal government approval of its EEO program. That EEO program approved by the federal government is incorporated by reference and made part of the Agreement. Failure by Contractor to carry out the terms of that EEO program shall be treated as a violation of the Agreement. Upon notification to Contractor of its failure to carry out the approved EEO program, YARTS may impose such remedies as it considers appropriate, including termination of this Agreement.

30. ENVIRONMENT. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7401, et. seq.), Section 508 of the Clean Water Act (33 U.S.C. § 1251, et. seq.), Executive Order 11738, and Environmental Protection Agency (“EPA”) regulations (40 C.F.R. Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN-329).

31. NONDISCRIMINATION POLICY. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Federal Regulations: As required by 49 U.S.C. § 5332; by Title VI of the Civil Rights Act of 1964, as amended and as applied to DOT-assisted programs through 49 C.F.R. Part 21; by 42 U.S.C. § 2000d, and by DOT regulations, Contractor agrees to comply with all requirements imposed by or issued pursuant to the above regulations so that no person in the United States will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of race, color, national origin, creed, sex, or age in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which Contractor or YARTS receives federal assistance from the DOT or FTA. All of the above-cited regulations, as they may be amended from time to time, as well as YARTS’ certifications and assurances attached hereto as Exhibit E, are incorporated herein by reference and made a part of this Agreement.

B. Compliance with State Regulations: During the performance of this Agreement, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical ability (including HIV and AIDS), medical condition, age, marital status, denial of family care leave, or denial of pregnancy leave. Contractor shall insure that the evaluation and

treatment of employees and applicants for employment are free from such discrimination and harassment. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

C. Application to Subcontractors: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the above provisions relative to nondiscrimination. Contractor shall include the above nondiscrimination and compliance provisions of this Agreement in all subcontracts.

D. Information and Reports: Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by YARTS or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, YARTS shall impose such sanctions as it, the DOT, or the FTA may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to Contractor under the contract until Contractor complies; and/or
- ii. Cancellation, termination or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: Contractor shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as YARTS, the DOT, or the FTA may direct as a means of enforcing such provisions, including sanctions

for noncompliance, provided, however, that, in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Contractor may request the services of YARTS or the Attorney General in such litigation to protect the interests of the United States.

32. LABOR PROVISIONS. In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. § 3701, et. seq.), Contractor agrees and assures that, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. Department of Labor (“DOL”) regulations.

33. PROHIBITED INTEREST. No official, officer, or employee or YARTS during his or her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

34. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS. In accordance with 18 U.S.C. § 431, no member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Agreement or to any benefit arising therefrom.

35. DEBARRED BIDDERS. Contractor, including any of its officers or holders of a controlling interest, is obligated to inform YARTS whether or not it is or has been on any debarred bidders’ list maintained by the United States Government. Should Contractor be included on such a list during the performance of this project, it shall promptly so inform YARTS. Contractor shall not award a contract of any amount to any party included in said debarred bidders list.

36. CARGO PREFERENCE. Contractor shall abide by 46 U.S.C. § 55301, et. seq., and 46 C.F.R. Part 381 which imposes cargo preference requirements on shipments of foreign-made goods.

37. FEDERAL GRANT CONDITIONS. This Agreement is subject to a financial assistance agreement with the United States DOT and FTA. YARTS and Contractor agree to comply with all terms and conditions respectively required of them by reason of that contract. If FTA requires any change to this Agreement to comply with its requirements, both parties agree to amend this Contract as required by FTA. If such changes cause an increase or decrease in the work to be performed by Contractor or in the time for such performance, then

the compensation to be paid to the Contractor and time of performance shall be equitably adjusted.

38. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES. Contractor agrees that, absent the federal government's express written consent, the federal government shall not be subject to any obligations or liabilities to Contractor in connection with the performance of the requirements of this Agreement.

39. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS. Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, apply to its actions pertaining to this Agreement. Accordingly, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the actions covered by this Agreement. In addition to other penalties that may be applicable, Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Contractor to the extent it deems appropriate.

40. REPORTING, RECORD RETENTION, AND ACCESS. At a minimum, Contractor agrees to provide to FTA those reports required by DOT's grant management rules and any other reports the federal government may require.

Contractor agrees that, during the course of the project and for three (3) years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this Agreement as the federal government may require.

Upon request, Contractor agrees to permit the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to this Agreement. In accordance with 49 U.S.C. § 5325(a), Contractor agrees to require each subcontractor whose contract award is not based on competitive bidding procedures as defined by the Secretary of Transportation to permit the Secretary of Transportation and Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls and other data and records involving that contract and to audit the books, records, and accounts involving that contract as it affects this Agreement.

41. AIR QUALITY. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et. seq.). Contractor agrees to comply with applicable requirements of EPA regulations 40 C.F.R. Part 51.390 and 40 C.F.R. Part 93. To support the requisite air quality conformity finding for this project, Contractor agrees to implement each air quality mitigation and control measure incorporated in the project. Contractor agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the description of the design concept and scope of the project described in the SIP.

Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of subcontractor or itself to FTA and the appropriate EPA regional office.

42. CLEAN WATER. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251, et. seq.). Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any project implementation activity of a subcontractor or itself to FTA and the appropriate EPA regional office.

43. ALCOHOL AND DRUG ABUSE. To the extent Contractor or any subcontractor at any tier, or their employees, perform a safety-sensitive function under this Agreement, Contractor shall comply with, and assures the compliance of each affected subcontractor at any tier and their employees, with 49 U.S.C. § 5331 and 49 C.F.R. Part 655 and YARTS policy as currently constituted or amended..

44. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES. Contractor agrees to comply with all applicable requirements of the ADA (42 U.S.C. § 12101, et. seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), 49 U.S.C. §5301(d), and all regulations promulgated to implement the ADA and Section 504 of the Rehabilitation Act of 1973, as amended.

45. CHARTER SERVICE OPERATIONS. Contractor agrees that while performing work in connection with this Agreement it will not engage in charter service operations, except as permitted by 49 U.S.C. §5323(d), 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of this Agreement.

46. SCHOOL BUS OPERATIONS. Contractor agrees that neither it nor any subcontractor performing work in connection with this Agreement will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by 49 U.S.C. §5323(f), 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of this Agreement.

47. BUY AMERICA. Contractor agrees to comply with Section 165 of the Surface Transportation Assistance Act of 1982, as amended (49 C.F.R. Part 661), any amendments thereto, and any implementing guidance issued by FTA.

48. FLY AMERICA. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provides that recipients and subrecipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

49. ENERGY CONSERVATION. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

50. RECOVERED MATERIALS. Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), and Executive Order 12873 as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

51. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to comply shall constitute a material breach of this Agreement.

52. PRIVACY ACT. Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974 (5 U.S.C. § 552a). Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

53. INCORPORATION OF FTA TERMS. The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in DOT/FTA Master Agreement (FTA MAS) dated October 1, 2011, and any update thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with the provisions in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any YARTS requests which would cause YARTS to be in violation of the FTA terms and conditions.

54. NOTICES. Any and all notices required to be given under the provisions of this Agreement shall be given in writing and delivered personally or by depositing in the United States mail, postage paid and addressed as follows:

To YARTS:

Transit Manager
Yosemite Area Regional
Transportation System
369 W. 18th Street
Merced, CA 95340

To Contractor:

VIA Adventures, Inc.
300 Grogan Avenue
Merced, CA 95341

With Copy to:

Executive Director
Merced County Association of Governments
369 W. 18th Street
Merced, CA 95340

With Copy to:

Robert T. Haden, Professional Corporation
2241 N Street
Merced, CA 95340

55. MEDIATION. Any party hereto may request mediation of any dispute arising out of any of the terms, provisions, or conditions of this Agreement. The mediation shall be non-binding and shall be held in San Francisco, California, before a mediator selected through ADR Services, Inc. ("ADR Services") at 50 Fremont Street, Suite 2110, San Francisco, California.

The mediation shall be commenced by any party making a written demand for mediation to the administrator of ADR Services and serving the demand on the opposing party. Within fifteen (15) days of such demand, the parties shall mutually select a mediator through ADR Services. If the parties are unable to agree on a mediator, the administrator of ADR Services shall select an independent mediator.

The parties to the mediation shall equally share the costs of the mediation. Participation in this mediation shall not adversely affect any right or legal remedy the parties hereto may otherwise have. California Evidence Code § 1119 through § 1128 shall apply to the mediation, and discovery shall be conducted pursuant to the Civil Discovery Act.

56. WAIVER. Neither the failure to exercise nor any delay on the part of YARTS in exercising any right, power, or privilege under this Agreement shall constitute a waiver of any such right, power, or privilege, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other rights, powers, or privileges.

57. LOBBYING. Contractor certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobby contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed.Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

YARTS:

YOSEMITE AREA REGIONAL
TRANSPORTATION SERVICES

By: _____
MARJIE KIRN,
Interim Executive Director

CONTRACTOR:

VIA ADVENTURES, INC.

By: _____
CURTIS RIGGS
President



Yosemite Area Regional Transportation System

Watch the Scenery, Not the Road!



Important Rider Information

Please wait a minimum of 15 minutes beyond time shown on schedule. Times shown indicate departure, but unexpected delays may occur.

Refer to the YARTS bus-stop map located at each stop for complete bus information.
SOD = Stop on Demand: Bus stops only when requested by passenger OR when a passenger is waiting at the stop location.

YARTS provides convenient connections with the Yosemite Park shuttles and tours inside Yosemite Valley, including the free shuttle that stops at each YARTS stop.

Runs 1 & 7 operate Monday through Friday only. No weekends or holidays (Memorial Day, July 4, Labor Day). YARTS does not stop at Merced College or UC Merced on holidays or weekends.

Commuter Passes are available. Please check with your driver for prices and additional information.

YARTS provides connections with "The Bus" in the city of Merced.

Call (209) 725-3813 for more information or visit www.mercedthebus.com.

For information about Mariposa County Transit, call 209-966-7433.

For more information about YARTS, please call:

1-877-989-2787 (Toll-Free) or 209-388-9589 (local)

If you experience problems with YARTS, **we want to know**. Please call our comment line at 209-723-3153 ext. 345 or email us at YARTS@yosemite.com.

Fares

All fares to Yosemite include gate fees.

Fares for children, seniors, and handicapped are indicated in parenthesis (). Children 12 years or younger and seniors, 62 or older, qualify for this rate.

Fares listed (except *) are roundtrip (US\$), leaving and returning to the same location. One-way tickets cost one-half, rounded up to the nearest US dollar (\$).

Passengers bound for Merced receive priority boarding on Run 9 in order to meet connections with Intercity transit providers.

With each adult ticket, one child, 12 or younger, rides free!

Summer 2012- Hwy. 140 Schedule Effective May 14 – September 30, 2012

Tickets are available from bus drivers or from the following ticket vendors:

Bear Creek Cabins	Midpines	209-966-5253
Cedar Lodge	El Portal	209-379-2612
Comfort Inn	Mariposa	209-966-4344
Happy Burger Diner	Mariposa	209-966-2719
KOA Yosemite	Midpines	209-966-2201
Mariposa County Visitor Center	Mariposa	209-966-2456
Miner's Inn	Mariposa	209-742-7777
Yosemite View Lodge	El Portal	209-379-2681

NOTE: YARTS also travels to Tuolumne County and Mono County during the summer. Please check with ticket vendors or the Yosemite Valley Visitor Center for details.

From/To:	Merced	Cathays Valley	Mariposa	Midpines	El Portal	Yosemite
Merced		(\$4) \$6	(\$8) \$12	(\$8) \$12	(\$13) \$18	(\$18) \$25
Cathays Valley	(\$4) \$6		(\$4) \$6	(\$4) \$6	(\$8) \$12	(\$13) \$18
Mariposa	(\$8) \$12	(\$4) \$6		\$1*	(\$4) \$6	(\$8) \$12
Midpines	(\$8) \$12	(\$4) \$6	\$1*		(\$4) \$6	(\$8) \$12
El Portal	(\$13) \$18	(\$8) \$12	(\$4) \$6	(\$4) \$6		(\$5) \$7
Yosemite	(\$18) \$25	(\$13) \$18	(\$8) \$12	(\$8) \$12	(\$5) \$7	

HIGHWAY 140 ROUTE

Effective May 14 - Sept 30, 2012

Summer 2012

Runs #1 & #7 do not operate on Weekends or holidays.

To YOSEMITE

To expedite boarding, please have exact change

Stop Location		Run 1	Run 2	Run 2a	Run 3	Run 3a	Run 4	Run 5	Run 6
Merced/ Catheys Valley	Merced Airport				6:45am		8:45am	10:20	4:30pm
	U.C. Merced								5:00pm
	Merced College								5:10pm
	Merced Mall/Target								5:20pm
	M Street (PG&E)								5:22pm
	Merced Transpo			6:00am	7:00am		9:00am	10:45am	5:40pm
	Merced AMTRAK			6:10am	7:10am		9:15am	11:00am	5:30pm
	Courthouse (M Street)								5:33pm
Catheys Valley	5:28am	5:58am	6:40am	7:40am		SOD	SOD	6:10pm	
Mariposa/Midpines	Midtown Mariposa	5:45am	6:15am	7:00am	7:57am	9:00am	10:02am	11:47am	6:27pm
	Roadside Rest	5:47am	6:17am	7:02am	7:59am	9:02am	10:04am	11:49am	6:29pm
	Mariposa Park & Ride	5:50am	6:20am	7:05am	8:02am	9:05am	10:07am	11:52am	6:32pm
	KOA	SOD	SOD	7:18am	8:15am	9:18am	10:20am	12:05pm	6:45pm
	Midpines Park & Ride	6:04am	6:34am	SOD	SOD	SOD	SOD		SOD
	Midpines Post Office	6:06am	6:36am	7:21am	8:18am	9:21am	10:23am	SOD	6:48pm
	Yosemite Bug Resort	SOD	SOD	7:25am	8:22am	9:25am	10:27am	12:10pm	6:52pm
El Portal	Cedar Lodge	6:36am	7:06am	7:54am	8:51am	9:54am	10:56am	12:39pm	7:21pm
	NPS Maintenance	6:41am	7:11am	7:58am	8:55am	9:58am	11:00am		7:25pm
	Barium Mine Road	6:44am	7:14am	8:01am	8:58am	10:01am	11:03am		7:28pm
	El Portal Post Office	6:47am	7:17am	8:04am	9:01am	10:04am	11:06am		7:31pm
	Yosemite View Lodge	6:51am	7:21am	8:07am	9:04am	10:07am	11:09am	12:45pm	7:34pm
Yosemite	Curry Village	7:32am	8:02am	8:40am	9:37am	10:40am	11:42am	SOD	8:07pm
	Ahwahnee Hotel	7:37am	8:07am	8:45am	9:42am	10:45am	11:47am	SOD	8:12pm
	Valley Visitors Center	7:27am	7:57am	8:50am	9:47am	10:50am	11:52am	SOD	8:17pm
	Yosemite Lodge	7:42am	8:12am	8:55am	9:52am	10:55am	11:57am	1:25pm	8:22pm

For More Information About YARTS, Call 877-989-2787

From YOSEMITE

SOD = Stop On Demand

Stop Location		Run 7*	Run 8	Run 8a	Run 9	Run 10	Run 11	Run 11a	Run 12	Run 14
Yosemite	Curry Village		9:32am	3:15pm	3:40pm	4:15pm	4:45pm	5:15pm	5:45pm	8:07pm
	Ahwahnee Hotel		9:37am	3:20pm	3:45pm	4:20pm	4:50pm	5:20pm	5:50pm	8:12pm
	Valley Visitors Center		9:42am	3:25pm	3:50pm	4:25pm	4:55pm	5:25pm	5:55pm	8:17pm
	Yosemite Lodge		10:00am	3:30pm	4:00pm	4:30pm	5:00pm	5:30pm	6:00pm	8:35pm
El Portal	Yosemite View Lodge		10:25am	3:55pm	4:25pm	4:55pm	5:25pm	5:55pm	6:25pm	9:00pm
	El Portal Post Office		10:28am	3:58pm	4:28pm	4:58pm	5:28pm	5:58pm	6:28pm	9:03pm
	Barium Mine Road		10:30am	4:00pm	4:30pm	5:00pm	5:30pm	6:00pm	6:30pm	9:05pm
	NPS Maintenance		10:32am	4:02pm	4:32pm	5:02pm	5:32pm	6:02pm	6:32pm	9:07pm
	Cedar Lodge		10:35am	4:05pm	4:35pm	5:05pm	5:35pm	6:05pm	6:35pm	9:10pm
Mariposa/Midpines	Yosemite Bug Resort	6:20am	11:07am	4:37pm	5:07pm	5:37pm	6:07pm	6:37pm	7:07pm	9:42pm
	Midpines Post Office	6:23am	11:09am	4:39pm	SOD	5:39pm	6:09pm	6:39pm	7:09pm	9:44pm
	Midpines Park & Ride	6:24am	SOD	SOD	SOD	SOD	SOD	SOD	SOD	SOD
	KOA	6:25am	11:12am	4:42pm	5:12pm	5:42pm	6:12pm	6:42pm	7:12pm	9:47pm
	Mariposa Park & Ride	6:41am	11:28am	4:58pm	5:28pm	5:58pm	6:28pm	6:58pm	7:28pm	10:03pm
	Roadside Rest	6:38am	11:25am	4:55pm	5:25pm	5:55pm	6:25pm	6:55pm	7:25pm	10:00pm
	Midtown Mariposa	6:44am	11:31am	5:01pm	5:31pm	6:01pm	6:31pm	7:01pm	7:31pm	10:06pm
Merced/ Catheys Valley	Catheys Valley	6:57am	11:45am		5:45pm	6:15pm	6:45pm		7:45pm	10:20pm
	Merced AMTRAK	SOD	12:17pm		6:17pm	6:47pm	7:17pm		8:17pm	10:52pm
	Merced Transpo	7:36am	12:27pm		6:27pm	6:57pm	7:27pm		8:27pm	11:02pm
	Merced College	7:48am	SOD		SOD					
	Merced Mall/Target		SOD		SOD					
	M Street (PG&E)	SOD	SOD		SOD					
	Courthouse (M St.)	7:42am	SOD		SOD					
	U.C. Merced	7:58am								
	Merced Airport	SOD	SOD		SOD	SOD	SOD		SOD	SOD



Yosemite Area Regional Transportation System

Public Transit to Yosemite



Important Rider Information

Please wait a minimum of 15 minutes beyond time shown on schedule. Times shown indicate departure, but unexpected delays may occur.

SOD = Stop on Demand: Bus stops only when requested by passenger OR when a passenger is waiting at the stop location.

YARTS provides convenient connections with the Yosemite Park shuttles and tours inside Yosemite Valley, including the free shuttle that stops at each YARTS stop.

Runs shown in red operate Monday through Friday only. No weekends or holidays (Veteran's Day, Thanksgiving, Christmas, New Years, Martin Luther King Birthday, Presidents Day). YARTS does not stop at Merced College or UC Merced on holidays or weekends.

Commuter Passes are available. Please check with your driver for prices and additional information.

YARTS provides connections with "The Bus" in the city of Merced.

Call (209) 725-3813 for more information or visit www.mercedthebus.com.

For information about Mariposa County Transit, call 209-966-7433.

For more information about YARTS, please call:

1-877-989-2787 (Toll-Free) or 209-388-9589 (local)

If you experience problems with YARTS, **we want to know**. Please call our comment line at 209-723-3153 ext. 345 or email us at YARTS@yosemite.com.

Fares

All fares to Yosemite include gate fees.

Fares for children, seniors, and handicapped are indicated in parenthesis (). Children 12 years or younger and seniors, 62 or older, qualify for this rate.

Fares listed (except *) are roundtrip (US\$), leaving and returning to the same location. One-way tickets cost one-half, rounded to the nearest US dollar (\$).

Passengers bound for Merced receive priority boarding on Run 9 in order to meet connections with Intercity transit providers.

With each adult ticket, one child, 12 or younger, rides free!

You Could Drive, but why?

Fall/Winter/Spring 2011/12- Hwy. 140 Schedule
Effective Sept. 10, 2011 – May 13, 2012

Tickets are available from bus drivers or from the following ticket vendors:

America's Best Value Inn	Merced	209-723-3711
Bear Creek Cabins	Midpines	209-966-5253
Cedar Lodge	El Portal	209-379-2612
Comfort Inn	Mariposa	209-966-4344
Happy Burger Diner	Mariposa	209-966-2719
KOA Yosemite	Midpines	209-966-2201
Mariposa County Visitor Center	Mariposa	209-966-2456
Miner's Inn	Mariposa	209-742-7777
Yosemite View Lodge	El Portal	209-379-2681

NOTE: YARTS also travels to Mammoth Lakes and Mono County during the summer. Please check with ticket vendors or the Yosemite Valley Visitor Center for details.

From/To:	Merced	Cathey's Valley	Mariposa	Midpines	El Portal	Yosemite
Merced		(\$4) \$6	(\$8) \$12	(\$8) \$12	(\$13) \$18	(\$18) \$25
Cathey's Valley	(\$4) \$6		(\$4) \$6	(\$4) \$6	(\$8) \$12	(\$13) \$18
Mariposa	(\$8) \$12	(\$4) \$6		\$1*	(\$4) \$6	(\$8) \$12
Midpines	(\$8) \$12	(\$4) \$6	\$1*		(\$4) \$6	(\$8) \$12
El Portal	(\$13) \$18	(\$8) \$12	(\$4) \$6	(\$4) \$6		(\$5) \$7
Yosemite	(\$18) \$25	(\$13) \$18	(\$8) \$12	(\$8) \$12	(\$5) \$7	

HIGHWAY 140

Effective Sept. 10, 2011 - May 13, 2012

Fall/Winter/Spring - 2011-2012

NOTE: RUNS IN RED Do Not Operate Weekends Or Holidays

To YOSEMITE

To expedite boarding, please have exact change

Stop Location		Run 1	Run 2	Run 3	Run 4	Run 5	Run 6
Merced/ Catheys Valley	Merced Airport			6:45am	10:20am		4:30pm
	U.C. Merced						5:00pm
	Merced College						5:10pm
	Merced Mall/Target						5:20pm
	M Street (PG&E)						5:22pm
	Merced Transpo			7:00am	10:45am	1:20PM	5:40pm
	Merced AMTRAK			7:10am	11:00am	1:30PM	5:30pm
	Courthouse (M Street)						5:33pm
	Catheys Valley			7:40am	11:30am	2:00PM	6:10pm
Mariposa/Midpines	Midtown Mariposa	5:45am	6:15am	7:57am	11:47am	2:17PM	6:27pm
	Roadside Rest	5:47am	6:17am	7:59am	11:49am	2:19PM	6:29pm
	Park and Ride	5:50am	6:20am	8:02am	11:52am	2:22PM	6:32pm
	KOA	SOD	SOD	8:15am	12:05pm	2:35PM	6:45pm
	Midpines Park & Ride	6:04am	6:34am	SOD		SOD	SOD
	Midpines Post Office	6:06am	6:36am	8:18am		2:38PM	6:48pm
	Yosemite Bug Resort	SOD	SOD	8:22am	12:10pm	2:42PM	6:52pm
El Portal	Cedar Lodge	6:36am	7:06am	8:51am	12:39pm	3:11PM	
	NPS Maintenance	6:41am	7:11am	8:55am			
	Barium Mine Road	6:44am	7:14am	8:58am			
	El Portal Post Office	6:47am	7:17am	9:01am			
	Yosemite View Lodge	6:51am	7:21am	9:04am	12:45pm	3:17PM	
Yosemite	Curry Village	7:32am	8:02am	9:37am	SOD	3:50PM	
	Ahwahnee Hotel	7:37am	8:07am	9:42am	SOD	3:55PM	
	Valley Visitors Center	7:27am	7:57am	9:47am	SOD	4:00PM	
	Yosemite Lodge	7:42am	8:12am	9:52am	1:25PM	4:05PM	

For More Information About YARTS, Call 877-989-2787

From YOSEMITE

SOD = Stop on Demand

Stop Location		Run 7*	Run 8	Run 9	Run 10	Run 11	Run 12
Yosemite	Curry Village		9:32am	3:30pm	4:25pm	4:55pm	5:45pm
	Ahwahnee Hotel		9:37am	3:35pm	4:30pm	5:00pm	5:50pm
	Valley Visitors Center		9:42am	3:40pm	4:35pm	5:05pm	5:55pm
	Yosemite Lodge		10:00am	3:45pm	4:40pm	5:10pm	6:00pm
El Portal	Yosemite View Lodge		10:25am	4:10pm	5:05pm	5:35pm	6:25pm
	El Portal Post Office		10:28am	4:13pm	5:08pm	5:38pm	6:28pm
	Barium Mine Road		10:30am	4:15pm	5:10pm	5:40pm	6:30pm
	NPS Maintenance		10:32am	4:17pm	5:12pm	5:42pm	6:32pm
	Cedar Lodge		10:35am	4:20pm	5:15pm	5:45pm	6:35pm
Mariposa/Midpines	Yosemite Bug Resort	6:20am	11:07am	4:52pm	5:47pm	6:17pm	7:07pm
	Midpines Post Office	6:23am	11:09am	SOD	5:49pm	6:19pm	7:09pm
	Midpines Park & Ride	6:24am	SOD	SOD	SOD	SOD	SOD
	KOA	6:25am	11:12am	4:57pm	5:52pm	6:22pm	7:12pm
	Park and Ride	6:41am	11:28am	5:13pm	6:08pm	6:38pm	7:28pm
	Roadside Rest	6:38am	11:25am	5:10pm	6:05pm	6:35pm	7:25pm
	Midtown Mariposa	6:44am	11:31am	5:16pm	6:11pm	6:41pm	7:31pm
Merced/ Catheys Valley	Catheys Valley	6:57am	11:45am	5:30pm		6:55pm	7:45pm
	Merced AMTRAK	SOD	12:17pm	6:02pm		7:27pm	8:17pm
	Merced Transpo	7:36am	12:27pm	6:12pm		7:37pm	8:27pm
	Merced College	7:48am	SOD				
	Merced Mall/Target		SOD				
	M Street (PG&E)	SOD	SOD				
	Courthouse (M St.)	7:42am	SOD				
	U.C. Merced	7:58am					
	Merced Airport	SOD	SOD	SOD		SOD	SOD

To expedite boarding, please have exact change

Important Rider Information

YARTS tickets are purchased directly from YARTS bus drivers. Reservations are neither sought nor accepted.

All YARTS fares to Yosemite include park gate fees.

YARTS buses are equipped to accept wheel chairs.

Please wait a minimum of 15 minutes beyond time shown on schedule. Times shown indicate departures, but unexpected delays may occur.

SOD – Stop on Demand: Stops only when requested by a passenger, or when a passenger is waiting at an official YARTS bus stop location.

YARTS provides convenient connections with Yosemite Park shuttles and tours in Yosemite Valley, including the free shuttle which services each YARTS stop within Yosemite Valley. There is also a free shuttle available in the Tuolumne Meadows area that stops at many trailheads.

Round-trip tickets holders board first in Yosemite Valley, but should plan to be at the bus stop at least 10-15 minutes prior to the departure time on the schedule.

If you experience a problem with YARTS service, we want to know! Please contact YARTS at (209) 723-3153 ext. 345 (message phone) or email YARTS@yosemite.com.

NOTE: YARTS also provides service to destinations in Tuolumne, Mariposa and Merced counties. Please check with you driver, or the Yosemite Valley Visitor Center for more details.

For more information on YARTS, call 1-877-989-2787. www.yarts.com

For information on Eastern Sierra Transit, the local transit provider in Mono and Inyo Counties, please call (760) 872-1901, (800) 922-1930, or visit www.estransit.org.

**In July and August, YARTS operates daily.
During June and September, it operates weekends only.**

Yosemite Area Regional Transportation System

Public Transit to Yosemite

YARTS

Summer 2012
Hwy. 120 Schedule
June – September



Watch the Scenery, Not the Road!

You Could Drive, But Why?

Summer 2012 - June and September: Weekends Only / July and August: Daily

YARTS BUS STOP	To Yosemite	Return	Tuolumne Meadows Only – Daily July & August ONLY						
			To	From	To	From	To	From	
Mammoth Lakes	Mammoth Mountain Inn	8:00 AM	8:51 PM	9:00 AM					6:16 PM
	Juniper Springs Summit	8:15 AM	8:36 PM	9:15 AM					6:01 PM
	Mammoth Lakes Park & Ride Old Mammoth Rd. at Tavern Rd.	8:17 AM	8:33 PM	9:17 AM					5:58 PM
	Shilo Inn	8:30 AM	8:30 PM	9:20 AM					5:55 PM
June Lake	June Lake Ski Area Parking Lot	9:00 AM	8:00 PM	9:50 AM					5:25 PM
	Rush Creek Trailhead Parking Lot	9:05 AM	7:55 PM	9:55 AM					5:20 PM
Lee Vining	Lake View Lodge	9:30 AM	7:30 PM	10:20 AM	12:15 PM	1:18 PM	2:58 PM	3:18 PM	4:55 PM
	Mono Basin Visitor Center	9:27 AM	7:27 PM	10:17 AM	12:12 PM	1:15 PM	2:55 PM	3:15 PM	4:52 PM
	Tioga Mobil Gas Mart	9:40 AM	7:22 PM	10:30 AM	12:07 PM	1:28 PM	2:50 PM	3:28 PM	4:47 PM
Yosemite National Park	Tuolumne Meadows Store	10:15 AM	6:50 PM	11:05 AM	11:35 AM	2:03 PM	2:18 PM	4:03 PM	4:15 PM
	Tuolumne Meadows Visitor Ctr.	10:20 AM	6:45 PM	11:10 AM	11:30 AM	2:08 PM	2:13 PM	4:08 PM	4:10 PM
	White Wolf Lodge	11:00 AM	6:00 PM						
	Crane Flat Gas Station	11:30 AM	5:30 PM						
	Yosemite Valley Visitor Center	12:05 PM	5:00 PM						

Fares

All fares to Yosemite include gate fees.

Fares for children, seniors and handicapped are indicated in parenthesis (). Fares include gate fees into Yosemite. Child is defined as 12 or younger, seniors as 62 or older.

With each paid adult, one child rides free.

Purchase tickets directly from your driver.

Call:
1-877-989-2787
For More Information



	Kind of Ticket	Mammoth Lakes	June Lake	Lee Vining	Tuolumne Meadows	White Wolf	Crane Flat	Yosemite Valley
Mammoth Lakes	Round trip		(\$3) \$5	(\$7) \$10	(\$10) \$15	(\$13) \$20	(\$17) \$25	(\$20) \$30
	One way		(\$2) \$3	(\$4) \$5	(\$5) \$8	(\$7) \$10	(\$9) \$13	(\$10) \$15
June Lake	Round trip	(\$3) \$5		(\$3) \$5	(\$7) \$10	(\$10) \$15	(\$13) \$20	(\$17) \$25
	One way	(\$2) \$3		(\$2) \$3	(\$4) \$5	(\$5) \$8	(\$7) \$10	(\$9) \$13
Lee Vining	Round trip	(\$7) \$10	(\$3) \$5		(\$3) \$5	(\$7) \$10	(\$10) \$15	(\$13) \$20
	One way	(\$4) \$5	(\$2) \$3		(\$2) \$3	(\$4) \$5	(\$5) \$8	(\$7) \$10
Tuolumne Meadows	Round trip	(\$10) \$15	(\$7) \$10	(\$3) \$5		(\$3) \$5	(\$7) \$10	(\$10) \$15
	One way	(\$5) \$8	(\$4) \$5	(\$2) \$3		(\$2) \$3	(\$4) \$5	(\$5) \$8
White Wolf	Round trip	(\$13) \$20	(\$10) \$15	(\$7) \$10	(\$3) \$5		(\$3) \$5	(\$7) \$10
	One way	(\$7) \$10	(\$5) \$8	(\$4) \$5	(\$2) \$3		(\$2) \$3	(\$4) \$5
Crane Flat	Round trip	(\$17) \$25	(\$13) \$20	(\$10) \$15	(\$7) \$10	(\$3) \$5		(\$3) \$5
	One way	(\$9) \$13	(\$7) \$10	(\$5) \$8	(\$4) \$5	(\$2) \$3		(\$2) \$3
Yosemite Valley	Round trip	(\$20) \$30	(\$17) \$25	(\$13) \$20	(\$10) \$15	(\$7) \$10	(\$3) \$5	
	One way	(\$10) \$15	(\$9) \$13	(\$7) \$10	(\$5) \$8	(\$4) \$5	(\$2) \$3	

EXHIBIT B

Non-Performance Penalties

1. On-Time Service:

The fixed route system as a whole shall operate on time at least 98% of the time. On time shall mean no minutes early and no more than 15 minutes late on any run. Monthly computation of the on-time requirement shall be based on a comparison of the number of runs that operate on time to the number of runs found to be not on time during any calendar month. Contractor will be considered on time if lateness is due to traffic delays, accidents, or wheelchair boardings, heavy passenger boarding, installing snow chains or heavy commuter pass sales, provided Contractor documents each and every delay by Route number, time of day and reason of delay. All runs shall be operated in accordance with the transit schedules issued by YARTS.

Non-Performance Penalty:

A monthly penalty of \$100 may be charged for each run not operated on time below the required 98% standard.

2. Missed Runs:

Missed runs may be operational or mechanical. Operational missed runs include, but are not limited to, driver absence or dispatch error, and mechanical missed runs are those caused by mechanical failure. Extraordinary circumstances of weather or road hazards/closures or traffic conditions do not constitute a missed run. A missed run is further defined as the failure of a bus to arrive at its first departure point for the day within fifteen minutes of the scheduled time as a result of operational or mechanical failure.

Non-Performance Penalty:

Contractor shall be allowed three mechanical missed runs per month without penalty. Mechanical missed runs in excess of three and operational missed runs shall result in a \$500 penalty imposed for each such missed run which shall be deducted from that month's contractor invoice.

3. Bus Washing, Cleaning and Repair:

Interior/exterior cleanliness and proper maintenance of the buses operated for YARTS by Contractor is an important consideration of this contract.

The interior of each bus shall be cleaned thoroughly each day. The cleaning shall include vacuuming/sweeping the floors, mopping the floors as necessary, cleaning all seats, wheelchair tie-downs and lift station, step-wells, driver's compartment and window surfaces. Restrooms must look and smell clean.

The exterior of the buses must be washed thoroughly at least once per week. No fuel overflow/spillage shall be visible on the exterior of any in-service bus. Such spillage will be considered a failure of inspection.

Additionally, Contractor shall repair broken or damaged interior amenities within 30 days of their notice by Contractor or from inspection. If repair is not possible, this item must be noted on the monthly report for that month.

Inspections will be done each month by YARTS management staff and by "mystery riders." Timing of the inspections will not be pre-announced and will be at the convenience of YARTS.

Non-Performance Penalty:

A penalty of \$500 will be assessed for each inspection failure.

4. Trained Drivers:

Each driver employed to provide the YARTS service shall be thoroughly trained, per Sections 12(e) and (f) of this Agreement, before operating any YARTS buses.

Non-Performance Penalty:

Any untrained driver found operating any YARTS transit service without complete knowledge of the service he/she is performing will be deemed a missed run and Contractor will be assessed the missed-run penalty described in Item 2 above.

MEMORANDUM

DATE: JANUARY 4, 2013

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: YARTS TREASURER AND CONTROLLER APPOINTMENT

The MCAG Joint Powers Authority is in the process of bringing their financial management in-house. Where it was previously handled by the County of Merced, it is now under the management of the Chief Financial Officer (CFO) for MCAG.

In contracting with MCAG to provide “transit service management and marketing, financial and grant administration and transportation planning services”, per the Agreement for Services, YARTS has accepted MCAG’s financial relationship with Merced County.

As demonstrated in Items 8 and 9 (pages 13 and 14) of the YARTS Joint Powers Agreement (attached) it provides for the YARTS Board to appoint the Treasurer and the Controller. The change toward an in-house CFO by MCAG prompted staff to inform the Board of the change and give the Board an opportunity to comment and ask questions as appropriate.

REQUESTED ACTION

For discussion and comment only.

Attachment: Pages 13 and 14 of the YARTS JPA Agreement

8. TREASURER

8.A. Treasurer of the Authority shall be the Treasurer appointed by the Board.

8.B. The Treasurer shall:

8.B.1. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority.

8.B.2. Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all Authority money held by the Treasurer.

8.B.3. Pay any sums due from the Authority, from the Authority's funds held by the Treasurer or any portion thereof, upon warrants of the Controller designated herein.

8.B.4. Verify and report to the Authority in writing, as soon as possible after the first of July, October, January, and April of each year, the amounts of monies the Treasurer holds for the Authority, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

8.B.5. The Authority shall reimburse the Treasurer for the cost of services provided by the Treasurer to the Authority upon an at-cost basis.

9. CONTROLLER

9.A. Controller of the Authority shall be the Controller appointed by the Board.

9.B. The Controller shall draw warrants to pay demands against the Authority when the demands have been approved by the Chair and the Authority's Executive Director. The Vice Chair of the Board may be substituted in the absence or vacancy of either the Chair or the Executive Director. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money.

9.C. The Controller shall keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of

assets, liabilities, and contributions made by each Party to this JPA.

9.D. The Controller shall make available all the financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

9.E. The Authority shall reimburse the Controller for the cost of services provided by the Controller to the Authority upon an at-cost basis.

10. BOND REQUIREMENTS

The Executive Director and such other persons employed by the Authority as may be designated by the Board shall file with the Authority an official fidelity bond, at the Authority's expense, in a penal sum determined by the Board as security for the safekeeping of the Authority's property entrusted to the employee.

11. PARTIES' LIABILITY

The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Parties either singly or collectively.

12. WITHDRAWAL OF A PARTY

12.A. **Withdrawal.** Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Party in question, a Party to this JPA may, at any time, withdraw from the Authority, following 180 days' notice to the Authority and all other members of the Authority, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party. Unless the withdrawing Party and the Authority specifically mutually agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of the Authority.

MEMORANDUM

DATE: JANUARY 4, 2013

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: FARE BOXES AND CREDIT CARD USE

With the purchase of the electronic fare boxes and the benefits of improved money handling procedures and data collection, it was also a goal to be able to offer the use of credit and debit cards for the purchase of tickets, as a convenience to the customers.

In our original conversations with Genfare, the fare box manufacturer, there were discussions of wanting to use the plastic cards for payment and, at that time, it was an option. Between the times we first talked with Genfare and when we recently started the process to procure the new fare boxes, the credit card industry had changed the procedures for processing the cards and Genfare was no longer able to provide those services.

PCI DDS

The Payment Card Industry Data Security Standard (PCI DDS) is a set of requirements designed to ensure that all companies, including YARTS, that process, store or transmit credit card information maintain a secure environment. The major credit card brands (Visa, MasterCard, Am. Express, Discover and JCB) created the PCI Security Standards Council, an independent body, to set the standards for the safe transactions. The credit card companies, however, enforce compliance.

Financial institutions and other contractors process the credit card transactions for the credit card companies. Those institutions specify which equipment vendors can use to connect with them. There is not a common method for that communication to take place among the processors.

The processors make their money by charging the vendors, like YARTS, a transaction fee. The credit card companies make their money also by charging the vendors processing fees. The amount of those fees varies according to; the individual credit card company, the type of card (cash back, points benefits like miles), the quality of the card (ranging from regular to platinum) and debit vs. credit, to name a few of the qualifications. There is an additional charge if the sale is handled through a web site, like www.YARTS.com.

Between the time of this writing and the time of your Board meeting, staff will be meeting with representatives of card processors to learn more about how the system can work for YARTS and

what kind of expense we might anticipate for the services. From what we have learned so far, they could be significant.

There are also considerations of the equipment that will be necessary to accept credit card payments. Since there is currently no standardization among the processors, the processors each offer only a narrow list of equipment providers that “their” vendors can choose from. The cost of the equipment seems to vary widely as well.

Staff is on a steep learning curve at this time, but hopes to be able to share more precise detail by the time of your meeting.

REQUESTED ACTION

For information and discussion only.

ITEM 9

MEMORANDUM

DATE: JANUARY 4, 2013

TO: YARTS JOINT POWERS AUTHORITY

FROM: DICK WHITTINGTON, TRANSIT MANAGER

RE: FARE STRUCTURE EVALUATION

At your last meeting, you directed staff to bring forward a proposal for fare increases for your discussion at the January Board meeting. The conversation leading to an evaluation of the current fare structure is called out in the Short Range Transit Plan approved by the Board in 2011.

Since your last meeting, and in the process of moving forward with approved projects, staff has encountered two unexpected expenses that could be significant and should be a part of the discussions of fares and budget: 1) the cost of accepting and processing fare boxes and 2) the cost of ticket blanks for the electronic fare boxes.

Staff is trying to identify the approximate amount of expense of each item and the impact they will have on the YARTS budget. Until such time as the costs are more accurately known, it would seem premature to move forward with a fare structure discussion.

Staff proposes that this item be moved forward to the next regularly scheduled meeting of the YARTS Board.

REQUESTED ACTION

For information and discussion only.