FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)  
MEETING AGENDA  

DATE: Thursday, January 31, 2019  
TIME: 5:30 pm, AFTER the Fresno Council of Governments (FCOG) Meeting  
PLACE: FCOG / FCRTA Offices  
    Sequoia Conference Room  
    2035 Tulare Street, Suite 201  
    Fresno, CA 93726  
(Corner of Tulare and Van Ness Ave. - above Club One  
Park in Underground Garage - Entrance off Tulare & Van Ness Ave.  
Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,  
Up Elevator to Second Floor, Left to Sequoia Conference Room)  

Americans with Disabilities Act (ADA) Accommodation  
The Fresno COG / FCRTA offices and restrooms are ADA accessible. Individuals with disabilities may call (559-233-4148) / FCRTA (559-233-6789) at least 3 days in advance, to request auxiliary aids and/or translation services necessary to participate in the public meeting / public hearing. If Fresno COG / FCRTA are unable to accommodate an auxiliary aid or translation request for a public hearing after receiving proper notice, the hearing will be continued on a specified date when accommodations are available.  

AB 23 Requirement: In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency, is $50.00.  

1. ROLL CALL  
   
Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.  

   NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.  

2. CLOSED SESSION  

A. CONFERENCE WITH LEGAL COUNSEL – SIGNIFICANT EXPOSURE TO LITIGATION  
   Government Code Section 54956.9 (d) (2) (1 Case)  

3. RETURN TO OPEN SESSION  

4. CONSENT ITEMS  

A. Approve Executive Minutes of November 15, 2018 [ATTACHMENT]
B. **Caltrans Sustainable Communities Planning Grant [APPROVE]**

**Summary:** FCRTA is proposing a project submittal for $515,800 in funding through the Caltrans SB1 Sustainable Communities Transportation Planning Grant Program. The proposed project includes an electrical grid analysis study for rural Fresno County to assess whether the current electrical grid system is sustainable and can support EV charging infrastructure countywide. This study will produce a plan that will deliver many aspects crucial to EV infrastructure planning and implementation. If this grant is awarded then FCRTA would prepare an RFP to procure this study. The Sustainable Communities Grant Application is attached for your review (ATTACHMENT).

**Action:** Staff recommends Board approval of the Caltrans Sustainable Communities Planning Grant Application in the amount of $515,800.

C. **Transit Asset Management (TAM) Plan Update [INFORMATION]**

**Summary:** The Federal Transit Administration (FTA) requires transit agencies to develop a Transit Asset Management (TAM) Plan in order to monitor and manage an agency's public transportation assets so that they can be operated and maintained in State of Good Repair (SGR). The TAM Plan includes an inventory that details mileage, useful life and condition of the fleet vehicles. Staff has updated FCRTA's TAM Plan and has submitted the plan to FCOG and uploaded into the Caltrans Blackcat system. TAM targets will be updated based on the TAM Plan. Attached is the TAM Plan for your information (ATTACHMENT).

**Action:** Information only. The Board may provide additional direction at its discretion.

5. ACTION ITEMS

A. **Acquisition of Land in the City of Selma for Maintenance Facility [APPROVE]**

**Summary:** The Board approved in April 2018, to designate the City of Selma as the preferred location for the FCRTA maintenance facility. Staff has pursued negotiations and planning/environmental efforts for the facility and entered into a purchase agreement for the site with a leaseback agreement for a portion of the site with the existing City of Selma Fire Department located at 1821 Pacific Avenue, Selma totaling 3.67 acres. The Board approved for FCRTA to pursue negotiations for the surrounding three (3) parcels to construct the maintenance facility and provide space for the 100 plus vehicle fleet, a CNG fast fill fueling station, an electric vehicle (EV) charging area and vocational center for bus repair and new technology training. FCRTA has pursued negotiations and planning/environmental efforts for the middle parcel of 1.41 acres and a Phase I Environmental Site Assessment was completed and reported to the Board in November 2018. Based on the Phase I ESA, a Phase II Limited Subsurface Assessment was recommended by Krazan & Associates. The Phase II was completed on January 3, 2019 and the report is attached for your review. Based on the Phase II Report, it is recommended that FCRTA moves forward and enters into a purchase agreement for the middle parcel of 1.41 acres. The purchase agreement for the middle parcel of 1.41 acres is attached for your review (ATTACHMENT).

**Action:** Staff recommends Board approval of the Purchase Agreement not to exceed the amount of $200,000 with the property owner for the 1.41 acres to be used as the FCRTA Maintenance Facility.

4. OTHER BUSINESS

A. **Items from staff.**

B. **Items from members.**

5. ADJOURNMENT
Executive Minutes
November 15, 2018 at 7:30 PM before COG Policy Board Meeting
COG Sequoia Conference Room
2035 Tulare St., Suite 201, Fresno, CA 93721

A JOINT Members Attending:
  Councilmember Ron Lander, City of Coalinga
  Mayor Felipe Perez, City of Firebaugh
  Mayor David Cardenas, City of Fowler
  Salvador Quintero, Fresno County
  Mayor Rey Leon, City of Huron
  Mayor Pro Tem Gary Yep, City of Kerman
  Mayor Michelle Roman, City of Kingsburg
  Councilmember Robert Silva, City of Mendota
  Councilmember Robert Beck, City of Reedley
  Mayor Frank Gonzalez, City of Sanger
  Mayor Amarpreet Dhalliwal, City of San Joaquin
  Mayor Scott Robertson, City of Selma

Moses Stites, General Manager
Kyle Roberson, County Counsel
Janelle Del Campo, Associate Transit Planner FCRTA
Jeaneen Cervantes, FCOG

Absent:
  Mayor Victor Lopez, City of Orange Cove
  Mayor Alma Beltran, City of Parlier

QUORUM: At the start of the meeting there were 12 members present representing 100% of the population and there was a quorum to conduct business. (Coalinga, Firebaugh, Fowler, Fresno County, Huron, Kerman, Kingsburg, Mendota, Reedley, Sanger, San Joaquin, Selma)

1. ROLL CALL — Meeting called to order at 6:25 p.m.
   Public Presentation — This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on the Agenda.

   Note: The public may also comment on any Agenda Item, as they are presented, prior to action by the FCRTA Board.
2. CONSENT ITEMS

A. Approve Executive Minutes of October 25, 2018 (ATTACHMENT)

B. Acquisition of Additional Land in the City of Selma for Maintenance Facility [APPROVE]

A motion was made by Councilmember Yep (Kerman) and second by Mayor Pro Tem Robertson (Selma). A vote was called and motion carried.

3. ACTION ITEMS

A. Best Best & Krieger (BBK) Agreement Extension

You have before you an extension of an agreement with the law firm on the real estate transaction that we are currently pursuing in the City of Selma. The previous agreement had a cap of $10,000 and we are asking to extend it to $15,000 so we can complete the sales agreement and prepare all the necessary paperwork to enter into escrow with the land use acquisition and it’s just an extension for services.

A motion was made by Mayor Cardenas (Fowler) and second by Councilmember Yep (Kerman). A vote was called and motion carried.

4. OTHER BUSINESS

A. Items from Staff

Janelle Del Campo (FCRTA) gave the board an update on the CNG Fast Fill Unit in Kingsburg, the concrete has been poured along with the electrical and gas lines to accommodate the unit and also preparing to install security lighting and cameras at the Kingsburg Yard. We are working with the Public Works Staff in Kingsburg.

Moses asked the board to congratulate Janelle for completing her one (1) year anniversary with FCRTA and I would like to say she continues to be a tremendous asset to the agency.

B. Items from Members

N/A

5. ADJOURMENT

Meeting adjourned at 7:00 p.m.

A motion was made by Mayor Leon (Huron) and second by Mayor Pro Tem Yep (Kerman). A vote was called and motion carried.

Respectfully Submitted,

Moses Sipes
General Manager

A JOINT POWERS AGENCY TO PROVIDE A COORDINATED TRANSIT SYSTEM FOR RURAL FRESNO COUNTY
The Cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma & Fresno County
FY 2019-20
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
SUSTAINABLE COMMUNITIES GRANT APPLICATION

Check here, if technical project: ☐

<table>
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<tr>
<th>PROJECT TITLE</th>
<th>FCRTA Electric Vehicle Grid Analysis Project (EV GAP)</th>
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<td>PROJECT LOCATION (city and county)</td>
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<tr>
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<tr>
<td>Mailing Address</td>
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<td></td>
</tr>
<tr>
<td>City</td>
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<tr>
<td>Zip Code</td>
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<tr>
<td>Executive Director/designee and title</td>
<td>Moses Stites, General Manager</td>
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<tr>
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<td>Janelle Del Campo, Associate Transit Planner</td>
<td></td>
</tr>
<tr>
<td>Contact E-mail Address</td>
<td><a href="mailto:delcampo@fresnocog.org">delcampo@fresnocog.org</a></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td>(559) 233-6789 Ext.221</td>
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FUNDING INFORMATION
Use the Match Calculator to complete this section.
Match Calculator

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<th>Local Match - In-Kind</th>
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Specific Source of Local Match and Name of Provider
(i.e., local transportation funds, local sales tax, special bond measures, etc.)

Fresno County Rural Transit Agency staff time.
### LEGISLATIVE INFORMATION*

*Please list the legislative members in the project area. Attach additional pages if necessary.*

<table>
<thead>
<tr>
<th>State Senator(s)</th>
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<th>Assembly Member(s)</th>
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<tr>
<td>Andy Vidak</td>
<td>14</td>
<td>Joaquin Arambula</td>
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</table>

*Use the following link to determine the legislators.*

[http://findyourep.legislature.ca.gov/](http://findyourep.legislature.ca.gov/) (search by address)

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**1A. Project Timeframe (Start and End Dates):**

October 2019 - October 2021

**1B. Project Area Boundaries:**

Fresno Countywide- Cities of Coalinga, Firebaugh, Orange Cove, Kingsburg, Selma, Fowler, Mendota, Huron, Reedley, Sanger, Kerman, San Joaquin, and Parlier. [Attachment 1]

**1C. Project Description:**

Briefly summarize project in a clear and concise manner, including major deliverables, parties involved, and any connections to relevant local, regional, and/or State planning efforts. **150 words maximum (15 points):**

FCRTA proposes an electrical grid analysis study for rural Fresno County to assess whether the current grid system is sustainable and can support EV charging infrastructure countywide. FCRTA with the assistance of a consulting firm will perform the work, provide the analysis and initiate conversations with the utility companies that will lead to partnerships and provide TA through formal collaborative partnerships. This study will produce a detailed plan that will deliver many aspects crucial to EV infrastructure planning and implementation such as areas in greatest need of electrical grid improvements/upgrades; areas with the greatest grid capacity; best locations for EV charging infrastructure; the costs for needed upgrades. This plan will also provide the local cities with valuable information, support their planning efforts and will help plan for current and future impacts of the electrical grid and strategically invest in infrastructure to plan sustainable communities beyond public transit.
FY 2019-20
CALTRANS SUSTAINABLE TRANSPORTATION PLANNING
SUSTAINABLE COMMUNITIES GRANT APPLICATION

2A. Project Justification: Describe the problems or deficiencies the project is attempting to address, as well as how the project will address the identified problems or deficiencies. Additionally, list the ramifications of not funding this project. This section needs to clearly define the existing issues surrounding the project (e.g., transportation issues, inadequate transit services, impacts of heavy trucking on local streets, air pollution, etc.). Competitive applications support the need for the project with empirical data, describe how this project addresses issues raised, define the public benefit, explain how the public was involved with identifying issues, and describe the impact of not funding the project. Do not exceed the space provided. (10 points):

FCRTA proposes an electrical grid analysis study for rural Fresno County (13 incorporated rural cities and outside the SOI of the City of Fresno and Clovis) to assess whether the current grid system is sustainable and can support EV charging infrastructure countywide. The electrical grid is an intricate system designed to provide electricity all the way from its generation to the consumer that use it for their daily use. The electrical grid system is a network that consists of the generating stations that produce electrical power, high voltage transmission lines that carry power from sources to power distribution grids and distribution lines that connect the power to individual consumers. There are various types of consumers; namely industrial, commercial and residential consumer and each consumer has different needs but in general the electrical grid delivers electricity for energy services like light, power for appliances/air conditioning as well as charging for electric vehicles. Since large amounts of energy cannot be stored, electricity must be produced as it is used and the electrical grid must respond quickly to shifting demand and continuously generate and route electricity to where it is needed the most. The stability of the electrical grid requires the electricity supply to constantly meet electricity demand, sometimes demand exceeds supply or grid capacity that can result in blackouts or power outages. Power outages can occur due to the fragile/aged electrical infrastructure, high electrical demand, rolling blackouts, extreme weather conditions, or can accompany other disasters such as wildfires. An electric outage will interrupt the connection to the distribution lines and can cause an electricity disruption to thousands of users at once. This becomes a huge safety issue as residents are left without air conditioning or heating during extreme temperatures, street lights and signals become nonoperational, and power outages can also be dangerous for individuals that rely on electricity for medical devices.

California has a goal of 5 million ZEVs on the roads by 2030 and 250,000 electric vehicle charging stations by 2025. ZEVs help California meet its goal of cutting greenhouse gas emissions but will put a greater increase on electrical demand. This is a significant new electrical demand that the grid systems will need to have the capacity to support and we need to know how this additional charging infrastructure will affect the grid system. In Fresno County for example, the electrical demand is greatest during peak summer and winter seasons due to air conditioning and heating and the additional demand for EV charging may be enhanced in the peak summer and winter too, as a result of EVs reduced efficiencies in cold/hot weather meaning more charging is needed to achieve the same mileage. In rural Fresno County, the impact of future EV charging infrastructure to accommodate the growth of electric vehicles is unknown, EV infrastructure could lead to black outs in some areas due to the state and capacity of the grid. The demand for electricity will continue to grow based on projected population growth and future electric vehicle usage putting increased stress on Fresno County’s electrical grid. FCRTA proposes this countywide electrical grid analysis study in order to assess whether the current grid is sustainable and can support future load demand and an EV charging network county wide and can facilitate a more resilient, sustainable and affordable electricity system for Fresno County.

FCRTA has a large service area [Attachment 1] and provides public transit service to the 13 rural incorporated cities and 29 unincorporated communities in Fresno County with a transit fleet of over 100 vehicles comprised of 10% electric, 45% CNG and 45% gasoline. FCRTA is committed to transition to electrification and has a goal of a 100% electric fleet by 2025. Electric vehicles present perhaps the best opportunity to improve air quality in the Central Valley and reduce GHG emissions however their adoption will bring about challenges to the electrical grid. FCRTA has already deployed electric vehicles into transit service and installed charging units and have run into challenges with installing charging infrastructure due to electrical load capacity and infrastructure; however those problems were not identified until the installation took place.
In 2017, FCRTA installed 13 Solar Arc charging units [Attachment 2] as well as Level 2 charging units in rural Fresno County. These charging units are used to charge the FCRTA fleet and are also available to the general public. There are also plans to install additional charging units based on FCRTA recently being awarded funding to purchase 40 Level 2 charging units and the proposed sites for these charging units will be at the (13) rural cities Police Departments, City Yards and Community Centers [Attachment 3]. A grid analysis study is needed in order to determine whether these proposed locations have the infrastructure and capacity to support these charging units and inform these cities if their electrical grid is vulnerable which may also lead to better future infrastructure planning. This proposed study will identify the electrical grid requirements and costs necessary for powering Level 1,2 and 3 charging units which are projected by FCRTA to be deployed throughout all of Fresno County which includes many disadvantaged communities.

By analyzing the current electrical grid infrastructure and understanding the potential impact of implementing a large amount of electric vehicles and associated charging infrastructure, we can effectively plan for the location of charging infrastructure, charge timing, necessary upgrades of any substandard segments of the grid and create partnerships that will maximize the benefit of electric vehicles and lead to successful implementation of electric vehicles, improved air quality and a safer more reliable electrical grid system for Fresno County residents. FCRTA plans to establish partnerships for this study with PG&E, SoCal Edison and Fresno COG. This will be a collaborative study that will produce a plan for grid sustainability in order to support sustainable communities and increased electric vehicle charging infrastructure.

This analysis will include grid system studies that include but not limited to conceptual design, power quality, distribution, energy efficiency, load flow and power factor, capacity analysis, load forecasting analysis, optimal location benefit analysis, short-circuit and device coordination. This study will produce a detailed plan that will deliver many aspects crucial to EV infrastructure planning and implementation such as 1) which areas are in greatest need of electrical grid improvements/upgrades; 2) which areas have the greatest grid capacity; 3) where the best locations for electric vehicle charging infrastructure will be; 4) identify all of the utility equipment requirements needed for upgrades; 5) What are the estimated costs for needed upgrades; 6) Identify potential fundings sources.

This grid analysis study could be replicated for other areas in the state. If this project is not funded, FCRTA is still required by CARB to transition to 100% electric however the current electrical grid may not be able to support the introduction of new load sources from EV chargers in rural disadvantaged communities in Fresno County. This will result in delays of implementing EV’s on transit routes, possible outages to residents and unknown costs due to the lack of knowledge and technical data associated with the current grid system and its load capacity in rural Fresno County. The lack of infrastructure and potential high costs associated with electric vehicle charging infrastructure could possibly limit or even stop plans that FCRTA has to deploy EVs in certain areas which creates a barrier to EV access and improving air quality for some disadvantaged communities in Fresno County This grid analysis needs to be done now during earlier stages of EV deployment and charging infrastructure installation before EV’s are already deployed and communities are left in need because they do not have access to charging units because their electrical grid could not support it or they are left with unsafe/unreliable source of electricity because their electricity source/grid does not provide sustainable longterm capacity for electricity and charging infrastructure. As the only general public rural transit provider for Fresno County, FCRTA is familiar with the issues of deploying electric vehicles and installing charging infrastructure in rural communities, this project provides the opportunity to address these issues and will be most beneficial for all of Fresno County and the general public and advocacy groups in Fresno County support FCRTA’s effort to deploy electric vehicle charging infrastructure.
2B. Disadvantaged Communities Justification: Explain how the project area or portions of the project area are defined as a disadvantaged community, including Native American Tribal Governments and rural communities, as well as how the proposed project addresses the needs of the disadvantaged community. The tools in the Grant Application Guide (Pages 10-12) are intended to help applicants define a disadvantaged community. Please cite data sources, the tools used, and include a comparison to the statewide thresholds that are established in each tool. Also describe how disadvantaged communities will benefit from the proposed planning project.

Do not exceed the space provided. (5 points):

This proposed project study will be countywide and in all 13 rural Cities which comprise FCRTA: Coalinga, Firebaugh, Orange Cove, Kingsburg, Selma, Fowler, Mendota, Huron, Reedley, Sanger, Kerman, San Joaquin, and Parlier as well as outside the SOI of the City of Fresno and Clovis and this project will benefit all Cities. All of these Cities are considered to be disadvantaged communities and are all included in the map for CalEnviroScreen 3.0 [Attachment 4]. Fresno County has four out of the top ten most disadvantaged communities in the State of California, with 40% of the total 119 disadvantaged census tracts ranked in the top ten percent statewide by CalEnviroScreen 3.0. All of these Cities have high percentiles of Low-Income Populations and high percentiles of Minority Populations as listed by the EPA EJ Screen and AB1550 [Attachment 5]. Regarding Health Burden Measures, there is at least one City (of 13) that has at least three Health Burden Measures. Regarding Low-Income and Minority Populations, there is at least one City that is in the 95th or higher percentile for Low-Income Population, and at least one City that is in the 95th or higher percentile for Minority Population.

This proposed Study would positively impact the residents of these Cities by producing a plan that will allow better planning and easier installation of EV infrastructure allowing quicker deployment of electric vehicles on transit routes that will reduce GHG’s, improve air quality for local residents and will allow more residents of these communities to access the FCRTA transit system in a convenient and affordable manner. This proposed study will find ways to make the grid cost effective for DAC’s that otherwise may be delayed or even prevented from receiving the benefits of EV’s due to the high costs of charging infrastructure. This plan will determine grid system vulnerability, identify areas of the grid that are in need of upgrades and determine capital costs that once implemented, will reduce utility service disconnections for residents thus improving safety and public benefit for these communities.

2C. Disadvantaged Communities Engagement: Applicants should describe how the proposed effort would engage disadvantaged communities, including Native American Tribal Governments and rural communities. Include specific outreach methods for involving disadvantaged communities. Also describe how disadvantaged communities will continue to be engaged during the next phases after the proposed planning project is complete, including project implementation. See Grant Application Guide, Pages 21-22, for best practices in community engagement.

Do not exceed the space provided. (5 points):

This grid analysis study will produce a detailed plan that will deliver many aspects crucial to EV infrastructure planning and implementation such as areas in greatest need of electrical grid improvements/upgrades; areas with the greatest grid capacity; best locations for EV charging infrastructure; the costs for needed upgrades. This plan will also provide the local cities with valuable information and support their planning efforts and will help plan for current and future impacts of the electrical grid and strategically invest in infrastructure to plan sustainable communities beyond public transit. Due to the complex nature of this study, community engagement in rural disadvantaged communities will be a significant part and a public participation process that solicits public input. FCRTA proposes 3 workshops/events in Fresno County for disadvantaged community engagement. The sites would be selected by FCRTA, the project consultant and project stakeholders however, this will take place in disadvantaged communities. These events will take place in order to gather the necessary public input, ideas and expertise required for this study and make it accessible in terms of format and venue. These events will introduce the project to attendees, define project parameters, inform attendees of project opportunities and constraints, and solicit opinions from the community and stakeholders and collaborate with them to help shape this study. These events accomplish disadvantaged community engagement by giving residents of rural communities opportunities to provide input into the study; identifying and recruiting project partners that can help design and influence this study; identifying disadvantaged areas that should be areas of focus for this study. FCRTA will also seek out community based organizations to be able to reach out and engage with disadvantaged and vulnerable communities.
3. Grant Specific Objectives: Explain how the proposed project addresses the grant specific objectives of the Sustainable Communities grant program. Applicants should integrate the following Grant Program Considerations (Pages 4-14) in the responses for 3A-G below, as applicable:
   o California Transportation Plan (CTP) 2040
   o 2017 RTP Guidelines and Promoting Sustainable Communities in California
   o Complete Streets and Smart Mobility Framework
   o Climate Ready Transportation
   o Addressing Environmental Justice and Disadvantaged Communities
   o California Sustainable Freight Action Plan
   o 2017 Climate Change Scoping Plan Update, Appendix C
   o Planning for Housing

3A. Explain how the proposal encourages local and regional multimodal transportation, housing and land use planning that furthers the region’s RTP SCS (where applicable). Applicants should demonstrate how the proposed effort would coordinate transportation, housing, and land use planning components of the project to inform one another (i.e., regular coordination meetings between responsible entities, joint community meetings, letters of commitment from all relevant implementing agencies, etc. Also explain how the proposed effort would contribute to shifts in land use towards more sustainable and equitable communities, such as more affordable housing near transit or more compact regional development patterns. See Pages 16-18 for example project types. **Do not exceed the space provided. (5 points):**

This proposed grid analysis project would evaluate the current grid infrastructure and identify areas that can support EV charging infrastructure encouraging increased use of EV’s by the public and quicker deployment of EV’s for FCRTA transit fleet. EV’s have zero emission and improved air quality which contribute to State GHG reduction targets as mentioned in the CTP 2040. This project will lead to quicker deployment of EV’s for FCRTA’s transit fleet and will improve the public transit network and transit service and access to transit which is consistent with the goals/best practices of Fresno COG’s RTP SCS, 2017 RTP Guidelines, and CTP 2040. This proposed grid analysis will be consistent with the growth assumptions in Fresno COG’s 2018 RTP SCS. This proposed grid analysis project aligns with planning for resilience and reliability of the transportation system under climate change consistent with the goals of Fresno COG’s 2018 RTP SCS by analyzing current and future impacts of the electrical grid including climate change impacts such as more intense heat waves and increased energy use. Project location includes the 13 cities in rural Fresno County and all of these Cities are considered to be disadvantaged communities and included in CalEnviroScreen 3.0 and have high percentiles of Low-Income/Minority populations thus addressing environmental justice and disadvantaged communities as mentioned in FCOG’s 2018 RTP SCS.

3B. Explain how the proposal contributes to the State’s GHG reduction targets and advances transportation related GHG emission reduction project types/strategies (i.e., mode shift, demand management, travel cost, operational efficiency, accessibility, and coordination with future employment and residential land use, etc.)

**Do not exceed the space provided. (5 points):**

This grid analysis study will produce a plan that transforms the current grid infrastructure and available capacity and will allow for easier installation of EV charging infrastructure to enable quicker deployment of EV’s for FCRTA’s transit fleet as well as expand EV use county wide due to increased accessibility of EV charging units. Increased electric vehicle use contributes to the State’s GHG reduction targets and advances transportation related GHG emission reduction strategies. FCRTA has a goal of a 100% ZEV fleet by 2025 and FCRTA is proposing a project that will assist in deploying these vehicles into service quicker which will reduce GHG through out Fresno County which is consistent with the goals/best practices of Fresno COG’s 2018 RTP SCS, 2017 RTP Guidelines, and CTP 2040. This plan will also provide the local cities with valuable information and technical data that will plan for current and future impacts of the electrical grid to strategically invest in infrastructure to plan sustainable communities that can be used in coordination with future employment, transportation and residential land use planning which is consistent with the 2017 Climate Change Scoping Plan Update, Appendix C and Planning for Housing.
3C. Explain how the proposal supports other State goals, including but not limited to, State planning priorities (Government Code Section 65041.1), climate adaptation goals (Safeguarding California), and the goals and best practices cited in the 2017 RTP Guidelines, Appendices K and L. **Do not exceed the space provided. (5 points):**

The proposed project supports Government Code Section 65041.1 by producing a plan that will inform Fresno County of the current grid infrastructure and locating segments of the grid that are appropriate and have the capacity to support growth. This study will assess the grid capacity and areas of vulnerability in Fresno County in order to determine areas of the grid that cannot support additional loads, extreme weather conditions, and electric vehicle charging infrastructure that aligns with climate adaption goals (Safeguarding California). This grid analysis study will produce a plan that will deliver many aspects crucial to EV infrastructure planning and implementation thus encouraging the development of transportation electrification and the deployment of electric vehicles in disadvantaged communities which aligns with the goals and best practices cited in the 2017 RTP Guidelines.

3D. Explain how the proposal encourages stakeholder involvement. Applicants should list the stakeholders involved in the planning effort (e.g., first responders, community-based organizations, local housing and public health departments, transit agencies, and partners including State, federal, local agencies), as well as how they will be involved throughout the project. **Do not exceed the space provided. (5 points):**

Due to the complex nature of this study, community engagement and stakeholder engagement will be a significant part of this planning effort. FCRTA proposes 3 workshops/events in Fresno County for community engagement and will include project stakeholders. FCRTA also proposes a joint meeting following completion of the Draft Report that will also include stakeholders for further stakeholder involvement. Stakeholders may include but not limited to; first responders, community-based organizations, non-governmental organizations, utility companies, the cities of Fresno County, including the County of Fresno.

3E. Explain how the proposal involves active community engagement. Applicants should describe the specific public outreach methods/events that will be employed throughout the project, as well as how public input will inform the project. Also describe how the effort will survey the public at the end of each outreach event to gauge effectiveness of these activities for the planning effort. **Do not exceed the space provided. (5 points):**

Community engagement in rural disadvantaged communities will be a significant part and a public participation process that solicits public input. FCRTA proposes 3 workshops/events in Fresno County for disadvantaged community engagement. The sites would be selected by FCRTA, the project consultant and project stakeholders and will take place in disadvantaged communities. These events will take place in order to gather the necessary public input, ideas and expertise required for this study and make it accessible in terms of format and venue. These events will introduce the project to attendees, define project parameters, inform attendees of project opportunities and constraints, and solicit opinions from the community and stakeholders and collaborate with them to help shape this study. These events accomplish disadvantaged community engagement by giving residents of rural communities opportunities to provide input into the study; identifying and recruiting project partners/stakeholders that can help design and influence this study; identifying disadvantaged areas that should be areas of focus for this study. FCRTA will also seek out community based organizations to be able to reach out and engage with disadvantaged and vulnerable communities. In order to gauge effectiveness of these activities a list of attendees will be taken to monitor consistent or increased attendance, public input for this study will take place at each event and attendees will be surveyed at the end of each event to gauge effectiveness.
3F. Explain how the proposal assists in achieving the Caltrans Mission and Grant Program Overarching Objectives on Page 4): Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health, and Social Equity, as applicable.

Do not exceed the space provided. (5 points):

Sustainability: According to CARB, transportation contributes to nearly 40% of total GHG is the state of California. Reducing emissions through deployment of EV's and reduced VMT has the potential for significant impact of improving air quality and GHG reduction. It is unknown if the current grid in Fresno County can sustain additional EV charging infrastructure that is needed to support the amount of EV's that will be deployed in the near future. A grid analysis will identify the electrical grid capacity and upgrades needed to support EV charging infrastructure in order to expand EV use countywide and reduce GHG and improve air quality. Safety: Outdated/aging grid infrastructure can create dangerous situations for local residents. Local grid systems that are outdated and have reached their capacity can cause outages for local residents that can be especially dangerous during peak summer/winter seasons also sometimes requiring first responders to respond. This study will include an evaluation of current grid infrastructure in rural Fresno County and areas that need to be upgraded which will improve safety for local rural disadvantaged residents. Innovation: Analyzing the grid will enable easier/quicker installation of EV charging infrastructure thus allowing quicker deployment of EV's by FCRTA and others. EV's are still not widely used in public transit statewide but when this study is implemented, will allow quicker deployment for FCRTA to introduce this technology which will enhance performance of the FCRTA transit system and provide new sustainable transportation options. Health: This project leads to further EV deployment which improves air quality.

3G. Explain how the proposal ultimately results in funded and programmed multimodal transportation system improvements. Applicants should discuss next steps for project implementation, including timing for programming improvements that would result from the planning effort. Do not exceed the space provided. 5 points:

This study will develop a plan that analyzes the state of current grid infrastructure/capacity in Fresno County and will identify funding sources that will inform FCRTA and cities in Fresno County for better infrastructure planning and to implement needed upgrades. This grid analysis study will be in coordination with other local planning efforts and once implemented, will produce a plan that will deliver many aspects crucial to EV infrastructure planning and implementation of electric vehicles. It will be used as a guide for the installation of the (40) Level 2 electric vehicle charging units FCRTA plans to install which will lead to the deployment of increased EV’s on FCRTA transit routes ultimately resulting in transit system improvements. It will also provide the local cities with valuable information and support their planning efforts and will help plan for current and future impacts of the electrical grid to strategically invest in infrastructure to plan sustainable communities and transportation system improvements beyond general public transit. This grid analysis study will create partnerships with the utility companies that will extend beyond the duration of the study. Based on the findings of the proposed study, including funding sources and provided the study finds high/prohibitive costs, recommendations will be made for new subsidy monies, new grants and new incentive programs to help rural areas and disadvantaged communities pay for the installation and charging for EV infrastructure.

| 4A. | Scope of Work in required Microsoft Word format (15 points) |
| 4B. | Project Timeline in required Microsoft Excel format (15 points) |
If selected for funding, the information contained in this application will become the foundation of the contract with Caltrans.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant with Caltrans, I agree that I will adhere to the program guidelines.

Moses Stites
Print Name
11/30/18
Date

Signature of Authorized Official (Applicant)
General Manager
Title

Signature of Authorized Official (Sub-Applicant)
Title

Signature of Authorized Official (Sub-Applicant)
Title

Print Name
Date
Fresno County Rural Transit Agency (FCRTA) Transit Asset Management Plan
Moses Stites, Accountable Executive
Last modified by Gilbert Garza on 23 Jan 19 at 11:21

Introduction

FCRTA is responsible for the overall administrative and financial supervision of the general public transportation operations in the rural areas of Fresno County. As of 2018, FCRTA has a transportation network consisting of 28 rural Subsystems. These rural subsystems are operated by MV Transportation. FCRTA provides primarily two types of transit service, intra-city demand response and inter-city fixed route. The majority of cities and communities in Fresno County are served by local demand response paratransit buses that typically seat 18 passengers and circulate within the boundaries of a City or Unincorporated Communities. FCRTA also operates inter-city bus routes with 30-passenger buses that connect several cities or towns with a series of bus stops in each city or town along each route. Currently, FCRTA's fleet numbers 101 bus vehicles of all types. Below is a list of the rural transit subsystems administered by FCRTA: Auberry Transit; Auberry Transit (Inter-City); Orange Cove Transit; Parlier Transit; Coalinga Transit; Reedley Transit; Del Rey Transit; Rural Transit; Dinuba Transit; Sanger Transit; Firebaugh Transit; San Joaquin Transit; Fowler Transit; Selma Transit; Huron Transit; Shuttle Transit; Kerman Transit; Southeast Transit; Kingsburg Transit; Westside Transit; Laton Transit; Mendota Transit; Kingsburg - Reedley College Transit. FCRTA fares are subsidized to be reasonable and encourage frequent trips by rural county residents. Reduced fixed route fares are available to the elderly (60+), and disabled patrons using the various inter city services. Each of FCRTA's intercity buses is equipped with parcel and bicycle racks, and all vehicles are wheelchair equipped. The asset categories reported by FCRTA are Rolling Stock (revenue vehicles) and Equipment (non-revenue vehicles).

Performance Targets & Measures

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Page 3 of 1
Capital Asset Inventory
Please see Appendix A (Asset Register) for the asset inventory listing.

Asset Inventory Summary

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<tr>
<th>Asset Category</th>
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<th>Avg Age</th>
<th>Avg Mileage</th>
<th>Avg Value</th>
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<tr>
<td>AO - Automobile</td>
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<td>BU - Bus</td>
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<td>$572,058.82</td>
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<td>62,973</td>
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<td>FB - Ferryboat</td>
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<td>MB - Mini-bus</td>
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**Condition Assessment**

Please see Appendix B (Asset Condition Data) for individual asset condition listing.

**Asset Condition Summary**

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<th>Asset Category</th>
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<th>Avg Mileage</th>
<th>Avg TERM Condition</th>
<th>Avg Value</th>
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<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
</tr>
<tr>
<td>Maintenance</td>
<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Parking Structures</td>
<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
</tr>
<tr>
<td>Passenger Facilities</td>
<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
</tr>
<tr>
<td>Custom 1</td>
<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Custom 2</td>
<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Custom 3</td>
<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
Getting Started

The following information is for reference purposes and document control. Please be sure to complete these fields before proceeding with the tool.

<table>
<thead>
<tr>
<th>TAM Plan Type:</th>
<th>Individual TAM Plan/Tier II Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td>Fresno County Rural Transit Agency (FCRTA)</td>
</tr>
<tr>
<td>Accountable Executive:</td>
<td>Moses Stites</td>
</tr>
<tr>
<td>Last Modified By (your name):</td>
<td>Gilbert Garza</td>
</tr>
<tr>
<td>Last Modified:</td>
<td>12/11/2018 8:58</td>
</tr>
</tbody>
</table>

Related Documents

As a first step, there are a number of documents that may be helpful in facilitating development of your TAM plan, if you have them. Please indicate below by using the dropdown menus where this information is available. While your agency may not have the specifically named reports, you may have the information stored in other formats. If not available, the information can be collected through workshops or conversations with staff.

Select a response from the drop down menu:

- Asset register or inventory information including for spare parts or equipment: Have
- Routine checklist for inspections or other preventive maintenance activities: Have
- Reports or information on asset condition: Have
- Original Equipment Manufacturer (OEM) Manual: Have
- Warranty information for any asset types: Have
- Fleet management plan or documentation on how you manage your fleet: Have
- Facilities management plan or documentation on how you manage your facilities: Have
- Work plans or schedules (preventive maintenance schedules and/or reports): Have
- Trouble log (information on asset defects, faults, and/or unplanned maintenance): Have
- Any documentation related to risks and/or risk management: Have
- Standard operating procedures (SOPs): Have
- Asset transition (or hand over) protocol or policy: Have
Investment Prioritization

NOTE: Complete some yellow cells before clicking "Add More" under each question.

**BASIC**

Proposed Investments: Provide a list of the selected projects and programs prioritized based on your agency’s criteria. Rank the projects and order them by year of planned implementation. Enter this information in the table below. Click the button to add more rows. The optional Fleet Replacement Module may be used to determine your fleet replacement projects - activate this by clicking on the button provided.

<table>
<thead>
<tr>
<th>Project Year</th>
<th>Project Name</th>
<th>Asset Category</th>
<th>Asset Class</th>
<th>Cost</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>Diesel-Hybrid Bus Acquisition</td>
<td>30ft Bus</td>
<td></td>
<td>$5,000,000.00</td>
<td>Medium</td>
</tr>
<tr>
<td>2019</td>
<td>35ft Electric Bus</td>
<td>RevenueVehicles</td>
<td>BU - Bus</td>
<td>$650,000.00</td>
<td>Medium</td>
</tr>
<tr>
<td>2019</td>
<td>35ft Electric Bus</td>
<td>RevenueVehicles</td>
<td>BU - Bus</td>
<td>$650,000.00</td>
<td>Medium</td>
</tr>
</tbody>
</table>
Introduction

**BASIC**

Provide a brief overview of the introduction to your agency. You may include general information including state geography, demographics, interdependencies between asset classes, etc.

FCTRA is responsible for the overall administrative and financial supervision of the general public transportation operations in the rural area of Fresno County. As of 2018, FCTRA has a transportation network consisting of 28 rural subsystems. These rural subsystems are operated by MV Transportation. FCTRA provides primarily two types of transit service, intra-city demand response and inter-city fixed routes. The majority of cities and communities in Fresno County are served by local demand response paratransit buses that typically seat 18 passengers and circulate within the boundaries of a City or Unincorporated Communities. FCTRA also operates inter-city bus routes with 30-passenger vehicles that connect several towns with a series of bus stops in each city or town along each route. Currently, FCTRA’s fleet numbers 101 bus vehicles of all types. Below is a list of the rural transit systems administered by FCTRA: Auberry Transit, Auberry Transit Inter-

Performance Targets & Measures: What are the annual targets set for the FTA performance measures? Refer to Part I of the Guide for definitions of the performance measures and information on how to set targets. Provide your targets in the table below. If you have other asset classes to include, specify the asset class in the yellow cells labeled “Custom”.

<table>
<thead>
<tr>
<th>Asset Category - Performance Measure</th>
<th>Asset Class</th>
<th>2020 Target</th>
<th>2021 Target</th>
<th>2022 Target</th>
<th>2023 Target</th>
<th>2024 Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUE VEHICLES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Age - % of revenue vehicles within a</td>
<td>8L-B - Articulated Bus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>particular asset class that have met</td>
<td>AD - Automobile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>or exceeded their Useful Life Benchmark (UBL)</td>
<td>8P - Over-the-road Bus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BU - Bus</td>
<td>23%</td>
<td>23%</td>
<td>23%</td>
<td>23%</td>
<td>23%</td>
<td></td>
</tr>
<tr>
<td>CU - Cutaway Bus</td>
<td>18%</td>
<td>40%</td>
<td>40%</td>
<td>40%</td>
<td>40%</td>
<td></td>
</tr>
<tr>
<td>DB - Double Decker Bus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TB - Trolleybus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MV - Mini-bus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RT - Rubber-tire Vintage Trolley</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SB - School Bus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SN - Sport Utility Vehicle</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TB - Trolleybus</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VN - Van</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>33%</td>
<td></td>
</tr>
<tr>
<td>Custom 1-Sedan</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Custom 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 3</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Age - % of vehicles that have met or</td>
<td>Mon Revenue/Service Automobile</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>exceeded their Useful Life Benchmark (UBL)</td>
<td>Steel Wheel Vehicles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tracks and other Rubber Tire Vehicles</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Custom 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FACILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition - % of facilities with a</td>
<td>Administration</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>condition rating below 3.0 on the FTA</td>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transit Economic Requirements Model</td>
<td>Parking Structures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(TERM) Scale</td>
<td>Passenger Facilities</td>
<td>Custom 1</td>
<td>Custom 2</td>
<td>Custom 3</td>
<td>Custom 3</td>
<td>Custom 3</td>
</tr>
<tr>
<td>Custom 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

You may provide text explaining the methods used in setting the targets here:

Compared the actual age of FCTRA vehicles to sample FTA ULBs for each vehicle type. Then, computed percentage of those vehicles meeting the ULB age during given year. Adapted FTA ULB numbers for all vehicle types listed—EXCEPT for Bus (BU). Due to experience FCTRA is using 10-year and 12-year ULB for Bus (BU) instead of 8-year ULB.

**These buttons are for Group TAM Plan Sponsor use only**
**COMPREHENSIVE**

For Group TAM Plan Sponsors: You may establish the following foundational pieces (vision, state of good repair policy, goals, and objectives) for all subrecipients but this should be done in collaboration with them. Consider their needs as well as their ability to achieve and/or comply. If you choose to establish them for your subrecipients, use the "Hide" and "Show" buttons as necessary.

**TAM Vision:** What do you ultimately hope to achieve with your TAM system? What is the broader goal?

- It is FCRFA's hope that the TAM system will help FCRRA transition its entire fleet to 100% Electric in an orderly and efficient manner.

**These buttons are for Group TAM Plan Sponsor use only**

**TAM and SGR Policy:** What is your agency's TAM and/or State of Good Repair (SGR) policy? Here, you can document expectations for your employees and demonstrate executive-level direction to support the goals of the TAM system. This can be a short statement or a detailed policy. You may also attach a policy document in the appendix of the TAM plan.

**These buttons are for Group TAM Plan Sponsor use only**

**TAM Goals and/or Objectives:** Based on your vision, what are your specific, measurable, achievable, realistic, and time-bound (S.M.A.R.T.) goals? What measurable steps (objectives) will you take to achieve the goals? This should be written in tabular format as shown below. The table includes an example goal and associated objectives. Use the buttons shown on the right.

<table>
<thead>
<tr>
<th>Goals</th>
<th>Objectives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase customer satisfaction score by 20 percent in fiscal year.</td>
<td>Respond to customer feedback from past survey by mid-fiscal year.</td>
</tr>
<tr>
<td></td>
<td>Respond to customer complaints (through 511) within one week of complaint.</td>
</tr>
</tbody>
</table>

About the TAM Plan: Provide an overview of the TAM Plan describing the contents and structure. What time horizon does the document cover and what are the expected update and improvement timelines?

**These buttons are for Group TAM Plan Sponsor use only**

**Roles and Responsibilities:** What roles have been assigned to your employees to achieve the goals of the TAM system? Who owns the TAM Plan and is responsible for monitoring and updating it? Who is your accountable executive? Click 'Add More' only after all yellow cells are filled.

<table>
<thead>
<tr>
<th>Department/Individual</th>
<th>Role (Title and/or Description)</th>
<th>Subrecipient</th>
</tr>
</thead>
</table>

For TAM Sponsors: You may specify TAM Plan contents, structure, and time horizon for subrecipients. If you choose to do so, hide this question.

For TAM Sponsors: If you are developing an individual plan, you may ignore the third column in this table.
Capital Asset Inventory

**BASIC**

Asset Inventory Listing: To complete the inventory list, use the following steps:

1. On the table to the right, list all the capital assets that you own, operate, or manage that support the delivery of public transportation services. This should include leased assets, assets operated under contract, and all assets that would be included in a program of projects. You may include assets used in the provision of public transportation even if acquired without FTA funds. Complete the table and use the drop down menus where provided. An example is shown for guidance.

2. Click the "Add More" button only after some yellow cells are filled.

3. Be sure to click "Finish" when complete.

4. Click the "Summarize" button to populate the summary table.

5. Click "Continue" to proceed to the next sheet.

<table>
<thead>
<tr>
<th>Asset Category/Class</th>
<th>Total Number</th>
<th>Avg Age</th>
<th>Avg Mileage</th>
<th>Avg Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue/Vehicles</td>
<td>101</td>
<td>6.5</td>
<td>60,302</td>
<td>$219,306.93</td>
</tr>
<tr>
<td>AB - Articulated Bus</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>AO - Automobile</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>BR - Over-the-road Bus</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>BU - Bus</td>
<td>17</td>
<td>4.5</td>
<td>74,172</td>
<td>$572,058.82</td>
</tr>
<tr>
<td>CU - Cutaway Bus</td>
<td>67</td>
<td>7.7</td>
<td>62,973</td>
<td>$160,820.90</td>
</tr>
<tr>
<td>DB - Double Decker Bus</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FB - Ferryboat</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>MB - Mini-bus</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>MV - Mini-van</td>
<td>4</td>
<td>10.0</td>
<td>109,185</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>RT - Rubber-tire Vintage Trolley</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>SB - School Bus</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>SV - Sport Utility Vehicle</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TB - Trolleybus</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>VN - Van</td>
<td>8</td>
<td>3.0</td>
<td>21,672</td>
<td>$151,250.00</td>
</tr>
<tr>
<td>Custom 1-Sedan</td>
<td>5</td>
<td>1.0</td>
<td>41</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>Custom 2</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Custom 3</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Equipment</td>
<td>3</td>
<td>3.7</td>
<td>48,511</td>
<td>$51,833.33</td>
</tr>
<tr>
<td>Non Revenue/Service Automobile</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Steel Wheel Vehicles</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Trucks and other Rubber Tire Vehicles</td>
<td>3</td>
<td>3.7</td>
<td>48,511</td>
<td>$51,833.33</td>
</tr>
<tr>
<td>Custom 1</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Custom 2</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Custom 3</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Facilities</td>
<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
</tr>
<tr>
<td>Category</td>
<td>0</td>
<td>-</td>
<td>N/A</td>
<td>-</td>
</tr>
<tr>
<td>-------------------</td>
<td>---</td>
<td>---</td>
<td>-----</td>
<td>---</td>
</tr>
<tr>
<td>Administration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking Structures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger Facilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custom 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Mr. Moses Stites  
Fresno County Rural Transit Agency  
2035 Tulare Street, Suite 201  
Fresno, California 93721  
mstites@fresnocog.org

RE: Report of Findings  
Limited Phase II Subsurface Assessment  
Acquisition Properties  
APNs 390-190-14S, -16S, and -17S/5.47 Acres  
Southeast of Valley View and Tucker Streets  
Selma, California 93662

Dear Mr. Stites:

Pursuant to your request, Krazan & Associates, Inc. (Krazan) has prepared this Phase II Limited Subsurface Assessment (LSA) report for the referenced property (subject site). The work was based strictly upon the findings and conclusions within Krazan’s November 7, 2018 Phase I Environmental Site Assessment (ESA) report for the referenced subject site prepared for Fresno County Rural Transit Agency (Client). The work was reportedly being conducted in conjunction with a real estate transaction and not by the request of a regulatory agency.

BACKGROUND

During the course of the referenced assessment, Krazan identified no evidence of recognized environmental conditions (RECs), controlled RECs (CRECs) or historical RECs (HRECs) in conjunction with the subject site as defined by ASTM E1527-13. However, the following potential areas of concern (PAOCs) were revealed:

PAOCs
- During Krazan’s October 19, 2018, site reconnaissance, one large soil pile, approximately five feet in height and 10-15 feet in length, was observed to be located on site adjacent to the northern border in the easternmost portion of the subject site adjacent to a chain linked fence. No evidence of soil staining, odors or stressed vegetation was observed within or adjacent to the soil pile. The origin of the soil pile appears to be from former grading operations on the subject site. In the case of formation of the mounded soil, otherwise de minimis concentrations of potential agricultural chemicals in shallow soils may have been aggregated and concentrated if the mound was created by grading/scraping the surface soils of the property historically used for agricultural cultivation purposes such as the subject site. Krazan’s experience indicates that mounded or imported soil can be contaminated with agricultural chemicals or other hazardous materials, dependent upon the specific location from which the soil is derived, and that the risk of contamination is increased for illegally disposed soils. Given the absence of specific information concerning the source or
composition of the on-site soil pile, the presence or absence of potential significant concentrations of hazardous materials in the on-site soil pile is unknown.

*For a higher level of due diligence, Krazan recommended that soil samples be collected from the on-site soil pile and be analyzed to assess the presence or absence of potential significant concentrations of constituents of concern (COCs).*

**PURPOSE**

The purpose of the Phase II LSA was to assess and characterize the on-site soil piles discussed in the PAOCs.

**General Methodology**

1. Krazan prepared a site specific health and safety plan, including the appropriate level of personal protection equipment for Krazan personnel, to cover on-site field (soil sampling) activities.

2. Site Safety protocols, including appropriate level of personal protection equipment, were maintained as was a proper exclusion zone around the work area.

3. Industry standard methods and protocols for sample collection, sampling equipment decontamination, sample storage, transport, hold times, chain-of-custody, etc. were implemented.

4. Krazan collected two (2) two (2)-part composite samples from the on-site soil piles. The two (2) composite soil samples were analyzed for organochlorine pesticides (OCPs) by EPA Method 8081A, CAM-17 metals by EPA Method 6010B, TPH-cc by EPA Method 8015B, VOCs by EPA Method 8260B, and PCBs by EPA Method 8082.

5. Following completion of the field and laboratory investigation activities, Krazan prepared this report.

**Phase II LSA Scope of Work**

**On-Site Soil Piles**

- On December 13, 2018, two (2) two (2)-part composite soil samples were collected from two (2) on-site soil piles. The discrete soil samples were collected at approximately twelve (12) inches into the soil piles prior to being blended into their respective composite soil sample CS1 and CS2.

- Composite soil samples CS1 and CS2 were analyzed for OCPs, CAM-17 Metals, TPH-cc, VOCs, and PCBs.

**APPLICABLE REGULATORY AGENCY REFERENCES**

Krazan’s evaluation of the results and findings associated with the site assessment included referencing the November 2007 (Version 3, Revised February 2016) San Francisco Regional Water Quality Control Board’s (SFRWQCB) ESLs referenced in the technical document titled, *Screening for Environmental Concerns at Sites With Contaminated Soil and Groundwater.* According to the RWQCB’s 2007 document, ESLs are considered to be conservative. Under most circumstances and within limits

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described by the RWQCB, the presence of a chemical in soil, soil-vapor or groundwater at concentrations below the corresponding ESL (Residential Exposure or Commercial/Industrial Exposure) for the respective constituent can be assumed not to pose a significant, long-term (chronic) threat to human health and the environment. Additional evaluation will generally be necessary at sites where a chemical is present at concentrations above the corresponding ESL. Active remediation may or may not be required, however, depending on site-specific conditions and considerations. As stated by the RWQCB, the ESL document may be especially beneficial for use at sites with limited impacts, where the preparation of a formal environmental assessment may not be warranted or feasible due to time and cost constraints.

REPORT OF FINDINGS

On-Site Soil Piles

- As shown on Table I, the laboratory analytical report indicates the composite soil samples CS1 and CS2, associated with the on-site soil piles, did not contain detected concentrations of OCPs, VOCs or PCBs at or above their corresponding reporting limits (RL) in the locations sampled.
- As shown on Table I, TPH-cc (diesel and oil range) was detected in composite soil samples CS1 and CS2 above their corresponding RLs. These detectable concentrations of TPH-cc did not exceed their corresponding ESLs for commercial or construction worker exposure scenarios in the locations sampled.
- As shown of Table II, CAM-17 metals were detected in composite soil samples CS1 and CS2 above their corresponding RLs. These detectable concentrations of CAM-17 metals did not exceed their corresponding ESLs for commercial or construction worker exposure scenarios in the locations sampled.

CONCLUSIONS AND RECOMMENDATIONS

Based on the findings in the field and the laboratory analytical reports for the composite soil samples collected and analyzed from the subject site during this Phase II LSA, there was no evidence of significant impacts from the COCs assessed in the on-site soil piles in the locations sampled when compared to established regulatory screening levels.

LIMITATIONS

This subsurface investigation conducted at the subject site was not intended to characterize or define the full extent of possible soil impacts at the site; rather, this work was conducted to assess the presence or absence of significant concentrations of COCs. The findings of this report were based upon the results of our field and laboratory investigations, along with the interpretation of subsurface conditions associated with our samples. Therefore, the data are accurate only to the degree implied by review of the data obtained and by professional interpretation.

The soil borings and composite soil sample were located in the field by review of available maps. Therefore, the location of the samples should be considered accurate only to the degree implied by the methods used to locate them. Chemical testing was done by laboratories certified by the State of California Department of Health Services. The results of the chemical testing are accurate only to the degree of care of ensuring the testing accuracy and the representative nature of the soil samples obtained.

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This subsurface investigation of the subject site has been limited in scope. This type of assessment is undertaken with the calculated risk that the presence, full nature, and extent of contamination would not be revealed by methods employed. Therefore, no warranty is given; either expressed or implied that hazardous material contamination or buried structures, which would not have been disclosed through this investigation, do not exist at the subject site. Therefore, the data obtained are clear and accurate only to the degree implied by the sources and methods used. Matters related to reporting to regulators of subsurface conditions revealed by this investigation are the responsibility of the property owner and, if guidance is desired, legal counsel should be consulted.

This assessment and report were authorized by and prepared for the exclusive use of our Client. Unauthorized use of or reliance on the information contained in this report without the expressed written consent of Krazan & Associates, Inc. is strictly prohibited.

CLOSING

We appreciate the opportunity to be of service to Fresno County Rural Transit Agency. If you have any questions, or if we can be of further assistance, please feel free to contact me at (559) 348-2200.

Respectfully Submitted,
KRAZAN & ASSOCIATES, INC.

Mark D. Edwards, P.G. 7714
Project Manager

Arthur C. Farkas, RBA No. 07818
Environmental Professional

MDE/ACF/mlt
Attachments:
- Table I – December 13, 2018 Soil Sampling Results, TPH-cc, VOCs, OCPs, and PCBs
- Table II – December 13, 2018 Soil Sampling Results, Detected CAM 17 Metals
- Figure 1 – Vicinity Map
- Figure 2 – Site Plan
- Appendix A – Laboratory Analytical Reports
VICINITY MAP

ACQUISITION PROPERTIES
SOUTHEAST OF VALLEY VIEW
AND TUCKER STREETS
SELMA, CALIFORNIA 93662

Scale: NTS          Date: November 2018
Drawn By: MP        Approved by: AF
Project No. 014-18194  Figure No. 1
PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “Agreement”) is made and entered into as of January ___, 2019 (“Effective Date”), by and between GENE R. NELSON AND LESLIE G. NELSON, husband and wife as community property with the right of survivorship (collectively “Seller”), and FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers authority (“Buyer”) who hereby agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller that certain real property commonly referred to as Assessor’s Parcel Number 390-190-17s, all as more fully described in Exhibit A, attached hereto together with all right, title and interest in and to all rights, privileges, easements or appurtenances and improvements thereon or relating thereto (collectively, the “Property”), subject to the terms and conditions set forth herein.

2. Purchase Price.

(a) The purchase price for the Property (“Purchase Price”) shall be Two Hundred Thousand Dollars ($200,000.00).

(b) The Purchase Price shall be paid as follows:

(i) Within 3 days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith (“Escrow”) at Chicago Title Company (“Escrow Holder”), and Buyer shall deposit into Escrow the amount of Five Thousand Dollars ($5,000.00) (“Initial Deposit”) in cash or other immediately available funds.

(ii) On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price, less any credits due Buyer hereunder (the “Closing Amount”). The Closing Amount shall be applied towards the Purchase Price at the Closing.

3. Feasibility Period.

(a) From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller shall afford authorized representatives of Buyer access to the Property, upon reasonable prior notice to Seller, and so long as such access does not unreasonably interfere with the conduct of business on or use of the Property, for purposes of conducting such physical inspections and investigations of the Property as Buyer deems necessary (the “Inspections”). Seller’s representative shall be present with Buyer or Buyer’s representative for any access to the Property. The Inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; (ii) a review of the physical condition of the Property and the systems serving the Property; (iii) a review of the environmental condition of the Property, including a Phase I environmental site assessment and
any proposal regarding a Phase II environmental site assessment. Buyer agrees not to conduct or cause to be conducted any invasive testing, borings, samples or a Phase II environmental site assessment without the prior written consent of Seller.

(b) As used herein, the term ("Feasibility Period") shall refer to a period of time to expire at 5:00 p.m., California time, 30 calendar days following the Effective Date; provided, however, that if the 30th day is a Saturday, Sunday or holiday on which banking institutions are closed in the State of California, then the Feasibility Period shall expire on the following business day. Buyer may elect, by written notice to Seller at any time prior to the expiration of the Feasibility Period, to terminate this Agreement, which election shall be in Buyer’s sole and absolute discretion. If Buyer desires to terminate this Agreement pursuant to this Section 4(b) then before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of Buyer’s election to terminate (the “Buyer’s Notice to Terminate”). If Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, then on or before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of such election to proceed (the “Buyer’s Notice to Proceed”), electing to waive Buyer’s right of termination pursuant to this Section 3(b) and proceed with the Closing subject to the remaining conditions set forth in this Agreement. If Buyer fails to deliver either Buyer’s Notice to Terminate or Buyer’s Notice to Proceed to Seller prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have elected to Terminate this Agreement. In the event of the termination of this Agreement pursuant to this Section 3(b), neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

4. Title to the Property. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as Exhibit B and incorporated herein by this reference (the “Deed”). As used in this Agreement, Closing (the “Closing”) shall be deemed to occur upon the recording of the Deed. Evidence of delivery of fee simple title shall be the issuance by Escrow Holder to Buyer of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved as provided below (the “Title Policy”). The Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions (the “Endorsements”). Within 5 business days following the opening of Escrow, Seller shall order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein and a map containing a plotting of all easements capable of being plotted (collectively, the “Preliminary Report”), to be prepared by the Escrow Holder and delivered to Buyer. No later than 15 days after receipt of the Preliminary Report, Buyer shall give written notice to Seller of any items contained in the Preliminary Report which Buyer disapproves (“Buyer's Disapproval Notice”). Failure of Buyer to notify Seller of Buyer's disapproval of all or any item on the Preliminary Report shall be deemed to be an approval by Buyer of such item(s). In any event, Seller covenants to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, and other monetary encumbrances (collectively, “Disapproved Liens”) shown on the Preliminary Report except for real property taxes not
delinquent. Seller shall notify Buyer no later than 5 days after receipt of Buyer's Disapproval Notice whether it elects to remove such other items disapproved by Buyer.

5. **Seller's Deliveries.** Within 5 days following the Effective Date, Seller shall deliver to Buyer any and all materials related to the Property in Seller's possession or control, or to which Seller has access such as surveys, Phase I or Phase II reports, plans, geotechnical or soils reports or any other pertinent information that relates to the use, occupancy, zoning or control of the Property (collectively, the “**Seller's Deliveries**”). Seller shall deliver a Natural Hazards Disclosure Report with Seller's Deliveries.

6. **Conditions to Seller's Obligations.** Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions:

   (a) Buyer shall not be in default under this Agreement.

   (b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Close of Escrow.

7. **Conditions Precedent to Closing.** The following are conditions precedent to Buyer's obligation to purchase the Property (the “**Conditions Precedent**”). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer’s sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement, and recover any documents delivered to Escrow Holder pursuant to this Agreement.

   (a) Buyer's inspection, review and approval, of all of the following:

   (i) The physical characteristics and condition of the Property (including without limitation the condition of the soils);

   (ii) Seller's Deliveries; and,

   (b) Escrow Holder shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided in Section 4 above.

   (c) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

8. **LIQUIDATED DAMAGES.** IF THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER,
WOULD BE EXTREMELY DIFFICULT OR IMPrACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES’ REASONABLE ESTIMATE OF SELLER’S DAMAGES AND AS SELLER’S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER’S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER’S CHARGES FROM THE DEPOSIT, AND (iii) DISBURSE TO SELLER THE DEPOSIT PURSUANT TO THIS SECTION 8.

INITIALS: Seller _________ Buyer _________

9. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the “Closing Date”) on or before the date that is 45 days following the Effective Date of this Agreement, or as may be extended as provided below.

(c) At or before the Closing, Seller shall deliver to Escrow Holder the following:

(i) the duly executed and acknowledged Grant Deed for the Property (Exhibit B);

(ii) a duly executed affidavit that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as Exhibit C and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;
(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller.

(iv) any other documents which the Escrow Holder may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(v) a closing statement in form and content satisfactory to Buyer and Seller (the “Closing Statement”) duly executed by Seller; and

(vi) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount; and

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller is a public entity and exempt from all sales, use and documentary transfer taxes;

(2) Seller shall pay the premium for a standard ALTA coverage owner's policy of title insurance; Buyer shall pay the premium for any extended ALTA coverage if desired;

(3) Seller and Buyer shall each pay 1/2 of the Escrow fees, recording fees and related expenses;

(4) Seller and Buyer are each public entities and exempt from any city or county transfer taxes due;
(5) all other costs of escrow shall be paid equally by Buyer and Seller.

(ii) The provisions of this Section 9(f) shall survive the Closing.

10. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represents and warrants to Buyer as follows:

(a) This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

(b) No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against Seller, nor are any such proceedings contemplated by Seller;

(c) Title to the Property. Seller has good and marketable title to the Property. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. There are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

(d) Environmental Matters. As used in this Agreement, "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., [The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq.], as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material. "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials. "Release" means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).
(i) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(ii) Seller has not used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(iii) There has been no release of any Hazardous Material on the Property.

(iv) All required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(v) There exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(vi) There are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(vii) No asbestos abatement or remediation work has been performed on the Property.

(viii) There is no PCB-containing equipment or PCB-containing material located on or in the Property.

11. **Representations, Warranties and Covenants of Buyer.** Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a joint powers authority organized and existing under the laws of the State of California. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.
(b) Buyer warrants that Buyer is a sophisticated owner and buyer of real property, familiar and experienced with requirements for the development of real property. Buyer has examined the Property or will have done so by Closing, is or will be familiar with its physical condition, and accepts the Property in an “AS-IS” condition.

12. **Continuation and Survival.** All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

13. **Condemnation.**

(a) In the event a governmental entity commences eminent domain proceedings to take any portion of the Property after the date hereof and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within 10 business days after Buyer first learns of such commencement. In the event of any such termination, the Earnest Money, together with all interest, shall be returned to Buyer. Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing and this Agreement is not terminated pursuant to Section 13(a), then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings (except for any award attributable to the loss of Seller's business or income or Seller's personal property) shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller. Seller's obligations pursuant to this Section 13(b) shall survive the Closing.

14. **Possession.** Possession of the Property shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.

15. **Seller's Cooperation with Buyer.** At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

16. **Professional Fees.** In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.
17. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Phone: __________________________
Email: __________________________

With a copy to:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Phone: __________________________
Email: __________________________

If to Buyer:

Fresno County Rural Transit Agency
Attn: General Manager
2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Email: mstites@fresnocog.org

With a copy to:

Best Best & Krieger LLP
Attn: Nancy A. Park
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000
E-Mail: nancy.park@bbklaw.com

To Escrow Holder:

________________________________________________________________________

Attn: __________________________
________________________________________________________________________

Phone: __________________________
Email __________________________
(b) **Successors and Assigns.** Buyer shall have the right to assign this Agreement to any entity.

(c) **Amendments.** This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) **Construction.** Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) **No Joint Venture.** This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) **Merger of Prior Agreements.** This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) **Time of the Essence.** Time is of the essence of this Agreement. As used in this Agreement, a “business day” shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, than the last date for such performance shall be extended to the next occurring business day.

(i) **Severability.** If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) **Further Assurances.** Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) **Exhibits.** All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) **Captions.** The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section
and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) **No Obligation To Third Parties.** Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(n) **Brokers.** Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

(o) **Waiver.** The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(p) **Interpretation.** This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(q) **Counterparts/Facsimile/PDF Signatures.** This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

*Signatures on Following Page*
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SELLER:

By: ____________________________________________

______________________________________________

Date: __________________________________________

BUYER:

Fresno County Rural Transit Agency, a joint powers authority

By: ____________________________________________

Name: Moses Stites

Its: General Manager

Date: __________________________________________

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FCRTA:
DANIEL C. CEDERBORG, County Counsel

By: ____________________________________________

KYLE ROBERSON, Senior Deputy County Counsel
EXHIBIT A
LEGAL DESCRIPTION

All that real property located in the City of Selma, County of Fresno, California as further described as:

For APN/Parcel ID(s): 390-190-17s

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 14 of Tract No. 5429, in the City of Selma, County of Fresno, State of California, according to the map thereof recorded December 2, 2004 in Book 71 of Plats, at pages 3 and 4, Fresno County Records.

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances and minerals of any kind or character, in, on, or thereunder, as reserved in deeds of record.
EXHIBIT B

FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:

[buyer address or attorney]

A.P.N.: 390-190-15S (Space Above Line for Recorder's Use Only)

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX $ ____0_____; CITY TRANSFER TAX $ ____0_____; SURVEY MONUMENT FEE $ ____0____;

[ ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[X] unincorporated area; [X] City of Selma, and

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383. The undersigned declares that this Grant Deed is exempt from Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922.]

GRANT DEED

FOR VALUE RECEIVED, ___________________________ ("Grantor"), hereby grants to the Fresno County Rural Transit Agency, a joint powers authority ("Grantee"), all that certain real property situated in the County of Fresno, State of California, described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").


IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _________________, 2018.

GRANTOR:

By: ________________________________
Name: ____________________________

Its: _____________________________
This is to certify that the interest in real property conveyed by the deed or grant dated August __, 2018 from the ______________________________, to Fresno County Rural Transit Agency, a joint powers authority is hereby accepted by order of the Board of Directors on _____ (date) _____, 
(or by the undersigned officer or agent on behalf of the _____ (legislative body) _____ pursuant to authority conferred by resolution of the _____ (legislative body) _____ adopted on _____ (date) _____, ) and the grantee consents to recordation thereof by its duly authorized officer.

Dated ____________________________

By ________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
)  
)  
COUNTY OF ________________________  
)

On ______________________, before me, ______________________________, a Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________  (Seal)
EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer ("Transferee") must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of ___________________________ ("Transferor"):  

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).

2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).

3. The Transferor's U.S. employer or tax identification number is ____________.

4. The Transferor's office address is: 2413 Country Club Lane, Selma, CA 93662 The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: ____________, 20__

TRANSFEROR:

________________________________________

By: ____________________________________

Name: __________________________________

Its: ____________________________________