

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO
FILE THE REGIONAL SURFACE
TRANSPORTATION PROGRAM (RSTP)
EXCHANGE FUNDS CLAIM FOR FISCAL
YEAR 2016-2017**

WHEREAS, the Merced County Association of Governments (“MCAG”) and the California Department of Transportation (“Caltrans”) have entered into an agreement to exchange unobligated balances of federally funded Regional Surface Transportation Program (“RSTP”) funds with non-federal State Highway Account funds; and

WHEREAS, the allocations of RSTP exchange funds to each jurisdiction have been calculated by population for Fiscal Year 2016-2017; and

WHEREAS, the City of Merced has additional RSTP exchange funds to claim in the amount of \$874,498.00 for Fiscal Year 2016-2017; and

WHEREAS, payment of the additional RSTP exchange fund claim will be subject to all conditions specified in the Agreement between MCAG and Caltrans; and

WHEREAS, a special gas tax street improvement fund account to receive the RSTP exchange funds has been established; and

WHEREAS, it is deemed in the best interest of the City of Merced that the City Manager be authorized to sign the RSTP exchange fund claim for Fiscal Year 2016-2017 and to submit said claim to MCAG for processing.

NOW, THEREFORE, be it resolved that the City Manager is authorized and directed to sign and file the above described RSTP exchange fund claim on behalf of the City of Merced for the amount of \$874,498.00.

PASSED AND ADOPTED by the City Council of the City of Merced
at a regular meeting held on the _____ day of _____ 2017 by the
following called vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

 7.11.17
City Attorney Date

**Claim to the Merced County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2016/2017**

Claimant: **City of Merced**

FY 16/17 Claim Amount: **\$874,498**

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the "Exempt" box. (☒)
4. If the project is a capacity expanding project and the "build" alternative of the air quality conformance analysis has been completed for the project as required check the "Air Quality" box. (☒)

Project	Cost of Project	Air Quality	Exempt
1.	\$	☐	☐
2.	\$	☐	☐
3.	\$	☐	☐
4.	\$	☐	☐

It is understood by this claimant (**City of Merced**) that payment of this claim is subject to approval by the MCAG Governing Board and must be in accordance with the MCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from MCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to MCAG for credit to the special account described above.

Further, the Chief Financial Officer of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Title

Date

Signature of Chief Financial Officer

Print Name