

AN ORDINANCE 2014 - 05 - 01 - 0287

**AUTHORIZING THE BLANCO ROAD UTILITY ASSISTANCE PILOT
PROGRAM AND ASSOCIATED ECONOMIC DEVELOPMENT LOAN
AGREEMENT.**

* * * * *

WHEREAS, the City of San Antonio (the “City”) has developed a utility assistance pilot program (the “Program”) to assist local businesses along Blanco Road who are impacted by construction activities undertaken by the City that have resulted in a demonstrated loss of revenue and a diminished capacity to pay utility costs of the business; and

WHEREAS, the Program is anticipated to promote local economic development and to stimulate business and commercial activity in the municipality by aiding in the continued operation of the business and the retention of jobs in the impacted area; and

WHEREAS, the Program defines the criteria and qualifications upon which a business would qualify for a Chapter 380 Economic Development Program Loan to pay utility bills of the business during the time of construction activity; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City of San Antonio (the “City”) is authorized to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, in accordance with City Ordinance No. 100684, the City created an Economic Development Program (the “Program”) for the purpose of making loans and grants available for economic development projects that the City finds will accomplish the purpose and goals of Chapter 380; and

WHEREAS, the City finds that the Blanco Road Utility Assistance Program will meet the goals of Chapter 380; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council approves the creation and implementation of the Blanco Road Utility Assistance Program as more fully described in **Exhibit A**. Administrative changes and amendments to the Program shall be authorized by the City Manager.

SECTION 2. The City Manager or her designee is authorized to execute all necessary documents, including Chapter 380 Economic Development Loan Agreements as more fully described in **Exhibit B**, to effectuate the purpose of this Ordinance.


SECTION 3. The amount not to exceed \$225,000.00 will be encumbered upon issuance of a purchase order, and payment is authorized to various eligible businesses. All expenditures will be in

accordance with the Fiscal Year 2014 budget approved by City Council for the Transportation and Capital Improvements Department.


SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall become effective immediately upon its passage by eight (8) votes or more and upon ten (10) days following its passage if approved by fewer than eight (8) votes.

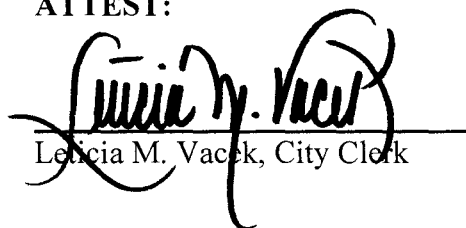
PASSED AND APPROVED this 1st day of May, 2014.



M A Y O R
Julián Castro

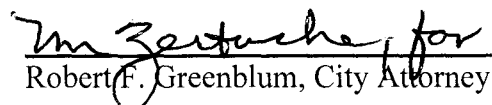


ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Robert F. Greenblum, City Attorney

Agenda Item:	19						
Date:	05/01/2014						
Time:	10:48:51 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving the Blanco Road Business Utility Assistance Pilot Program and associated Economic Development Loan Agreement. [Peter Zaroni, Deputy City Manager; Mike Frisbie, Director, Transportation and Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2			x			
Rebecca Viagran	District 3			x			
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8			x			
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT A

EXHIBIT A
BLANCO ROAD UTILITY ASSISTANCE PILOT PROGRAM

Purpose: The purpose of the Blanco Road Utility Assistance Pilot Program (the “Program”) is to assist Qualifying Businesses, as defined herein, which are experiencing significant business downturn during construction activities associated with the 2007-2012 Bond Program’s Blanco Road Improvements Project.

Assistance: The City, under the terms and conditions of an economic development loan agreement, will provide Qualifying Businesses a loan in the amount of seventy-five percent (75%) of the business’ utility service costs payable to CPS Energy and SAWS. Funds disbursed by the City under this Program shall only be used to pay such utility costs.

Impacted Area: The Impacted Area shall be that area on Blanco Road, one block to the east and one block to the west, from San Francisco Street to Edison and from El Monte Boulevard to Olmos Creek.

Qualifying Business(es): A Qualifying Business(es) shall be:

- located within the Impacted Area, and
- independently owned and operated, and
- with a single location within the Impacted Area.

Determinations: The City’s Transportation and Capital Improvements Department (“TCI”) shall determine whether a business is located within the Impacted Area and whether a business has experienced significant business downturn during construction activities associated with the 2007-2012 Bond Program’s Blanco Road Improvements Project, which commenced in September 2012 and are anticipated to continue until August of 2014. To qualify for the Program, TCI must determine that a business has demonstrated a loss of no less than fifteen-percent (15%) of business revenue during any three months between the time period of September 2012 through August 31, 2014. TCI may request any and all documentation necessary to make such determinations from any business seeking to take part in the Blanco Road Utility Assistance Pilot Program, including but not limited to a business’ financial statements and tax documentation. Failure to provide such documentation shall require TCI to deem such business ineligible from participating in the Program.

Economic Development Loan Agreement: Upon a determination by TCI that a business is qualified to participate in the Blanco Road Utility Assistance Pilot Program, the Qualifying Business(es) shall be required to sign an Economic Development Loan Agreement, in the form of Attachment I. Any deviations from Attachment I shall require the approval of the City Attorney’s Office.

Time Period: The Blanco Road Utility Assistance Pilot Program shall commence upon the passage of a City Ordinance adopting the Program and shall terminate on September 1, 2014. Upon termination, the City shall determine the effectiveness of the Program by determining: 1) the Program’s benefit to Qualified Businesses and its effect on keeping such businesses in operation through the construction period; 2) the impact of implementing the Program on the City, CPS Energy and SAWS staff; 3) Qualified Businesses’ commitments to adhering to the terms and conditions of the Program; and 4) effectiveness of the Program’s guidelines and eligibility criteria.

EXHIBIT B

STATE OF TEXAS	§	BLANCO ROAD UTILITY ASSISTANCE
	§	PILOT PROGRAM LOAN AGREEMENT
COUNTY OF BEXAR	§	OF THE CITY OF SAN ANTONIO

This Blanco Road Utility Assistance Pilot Program Loan Agreement of the City of San Antonio (hereafter referred to as this "Agreement") is made and entered into by the City of San Antonio, a municipal corporation of the State of Texas (hereafter referred to as "CITY"), by and through its City Manager or her designee and _____, (hereafter referred to as "BUSINESS"), and whom together may be referred to as the "Parties," and pursuant to Article III, Section 52-a, of the Texas Constitution and Chapter 380 of the Texas Local Government Code, as amended.

RECITALS

WHEREAS, CITY has developed the Blanco Road Utility Assistance Pilot Program (the "Program"), as more fully described in Exhibit A, to assist local businesses experiencing significant business downturn during construction activities associated with the 2007-2012 Bond Program's Blanco Road Improvements Project; and

WHEREAS, the Program is anticipated to retain businesses and their employees during the time in which the business is affected by the construction activities; and

WHEREAS, the Program defines the criteria and qualifications upon which a business would qualify for a Chapter 380 Economic Development Program Loan from the City in an amount equivalent to seventy-five percent (75%) of the business' utility costs attributed to CPS Energy and SAWS; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City of San Antonio (the "City") is authorized to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, in accordance with City Ordinance No. 100684, the City created an Economic Development Program (the "Program") for the purpose of making loans and grants available for economic development projects that the City finds will accomplish the purpose and goals of Chapter 380; and

WHEREAS, CITY finds that the Program will meet the goals of Chapter 380 and has agreed to utilize certain funds to provide a Chapter 380 Economic Development Program Loan to businesses in accordance with the Program and the terms and conditions of this Agreement; and

WHEREAS, the City Council has authorized the City Manager or her designee to enter into this Agreement in accordance with City Ordinance No.2014-05-01-_____, passed and approved on May 1, 2014; **NOW THEREFORE**:

The Parties, by the execution of this Agreement, are bound to the mutual obligations set out herein and to the performance and accomplishment of the tasks hereafter described.

ARTICLE I. PURPOSE

The purpose of this Agreement is to assist BUSINESS in defraying costs associated with the cost of its utilities directly attributed to CPS Energy and SAWS during the time of May 1, 2014 and September 1, 2014 which is the anticipated duration of the construction activities. The Program is anticipated to promote local economic development and to stimulate business and commercial activity in the City of San Antonio.

ARTICLE II. TERM

This Agreement shall commence upon its "Effective Date" as indicated herein and shall terminate upon the full-payment of the loan amount by the BUSINESS to the CITY (the "Term").

ARTICLE III. OBLIGATIONS OF BUSINESS

- A. BUSINESS shall have been qualified for the Program as determined by CITY's TCI Department through a Certificate of Qualification, Exhibit B.
- B. The loan funds provided in this Agreement shall be used for the exclusive purpose of paying utility costs as represented by a valid invoice generated and payable to CPS Energy and/or SAWS.
- C. BUSINESS shall continuously occupy and operate at its current location during the Term of this Agreement.
- D. BUSINESS shall pay all levied ad valorem taxes assessed to the BUSINESS for the Term of this Agreement. However, nothing herein shall prohibit BUSINESS from exercising its right to protest appraisals of the Property.

ARTICLE IV. DEPARTMENT OBLIGATIONS

- A. CITY will make a Chapter 380 Economic Development Program Loan available to BUSINESS under the terms and conditions of this Agreement.
- B. CITY will not be liable to BUSINESS or any other entity for any costs incurred by BUSINESS.

ARTICLE V. ECONOMIC DEVELOPMENT PROGRAM LOAN

- A. **Economic Development Program Loan.** In consideration of full and satisfactory performance of the obligations required by Article III of this Agreement, CITY shall make a monthly Economic Development Program Loan available to BUSINESS, for the months of May 1, 2014 through September 1, 2014, in a monthly amount equivalent to up to seventy-five percent (75%)(the "Loan Funds") of the BUSINESS' combined utility costs attributed to CPS Energy and SAWS in accordance with CITY's Program. The Loan Funds made available to BUSINESS through this Agreement are made solely from lawfully available funds that have been appropriated by CITY. Under no circumstances shall CITY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, CITY shall have no obligation or liability to pay any funds to BUSINESS unless CITY appropriates funds to make such payment during the budget year in which such funds are payable. Further, CITY shall not be obligated to

pay BUSINESS, any commercial bank, lender or similar institution for any loan or credit agreement made by BUSINESS. BUSINESS shall use the Loan Funds exclusively for the purpose of paying utility costs attributed to CPS Energy and/or SAWS.

1. Disbursement. It is agreed and acknowledged that CITY shall have no duty to disburse the monthly Loan Funds until BUSINESS is prepared to pay twenty-five percent (25%) of BUSINESS' utility costs for which the BUSINESS is seeking the Loan Funds. The Loan Funds shall be disbursed to the BUSINESS no later than ten (10) days following the BUSINESS' submission of a valid CPS Energy and/or SAWS invoice. A representative of CITY shall accompany a representative of BUSINESS to the CPS Energy service center located on San Pedro Street and/or the SAWS Main Headquarters to present full payment of Business' monthly utility payment to the respective utility company.

2. Repayment of Loan. BUSINESS shall repay the CITY the cumulative total of Loan Funds in equal monthly payments equivalent to the cumulative amount of the Loan Funds divided by the repayment period applicable to BUSINESS as defined below:

- a. Should CITY determine that BUSINESS has demonstrated a gross revenue loss of between fifteen and twenty-percent (15% -20%), BUSINESS shall have a period of twelve (12) months following the distribution of the Loan Funds to repay the principle amount of the Loan Funds to CITY.
- b. Should CITY determine that BUSINESS has demonstrated a gross revenue loss of between twenty-one and twenty-five percent (21% -25%), BUSINESS shall have a period of eighteen (18) months following distribution of the Loan Funds to repay the principle amount of the Loan Funds to CITY.
- c. Should CITY determine that BUSINESS has demonstrated a gross revenue loss of twenty-six percent (26%) or greater, BUSINESS shall have a period of twenty-four (24) months following distribution of the Loan Funds to repay the principle amount of the Loan Funds to CITY.

3. Sufficient Amounts. Each payment made pursuant to Article V(A)(2) shall be sufficient to repay the principal due and payable upon that date.

4. Penalty and Interest. Should BUSINESS fail to repay the CITY in accordance with Article (V)(A)(2) above, then BUSINESS shall be subject to a monthly penalty equivalent to five-percent (5%) of the total principle amount of the Loan Funds and an interest payment of three-percent (3%) of the outstanding principle amount until such the Loan Funds are repaid to CITY in full.

5. Acceleration of Loan Repayment. Should BUSINESS, in the sole discretion of City, breach a material term of this Agreement and CITY terminates the Agreement in accordance with Article X, then the Loan Funds shall be due and payable to CITY no later than fifteen (15) days following CITY's Notice of Termination to BUSINESS.

ARTICLE VI. RETENTION AND ACCESSIBILITY OF RECORDS

BUSINESS shall maintain all fiscal records and supporting documentation for expenditures of disbursed funds associated with this Agreement for the Term of this Agreement. Additionally, BUSINESS shall retain such records, and any supporting documentation, for the greater of: (1) Four [4]

years from the end of the Agreement Term; or (2) the period required by other applicable laws and regulations.

ARTICLE VII. MONITORING

CITY reserves the right to confirm BUSINESS' compliance with the terms and conditions of this Agreement. CITY will provide BUSINESS with a written report of the monitor's findings. If the monitoring report notes deficiencies in BUSINESS' performances under the terms of this Agreement, the monitoring report shall include a listing of requirements for the correction of such deficiencies by BUSINESS and a reasonable amount of time in which to attain compliance. Failure by BUSINESS to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, in accordance with Article X herein.

ARTICLE VIII. LEGAL AUTHORITY

A. Each Party assures and guarantees to the other Party that they possess the legal authority to enter into this Agreement, to receive/deliver the funds authorized by this Agreement, and to perform its obligations hereunder.

B. The person or persons signing and executing this Agreement on behalf of each Party or representing themselves as signing and executing this Agreement on behalf of a Party, do hereby guarantee that he, she or they have been duly authorized to execute this Agreement on behalf of that Party and to validly and legally bind that Party to all terms, performances and provisions herein set forth.

ARTICLE IX. LITIGATION AND CLAIMS

A. BUSINESS shall give CITY immediate notice in writing of any action, including a foreclosure proceeding, filed against BUSINESS, arising out of the performance of this Agreement or any related contract or subcontract, including a business loan. BUSINESS shall submit a copy of such notice to CITY within ten (10) calendar days after receipt.

B. CITY and BUSINESS acknowledge that CITY is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 et. seq., and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

C. This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

ARTICLE X. DEFAULT, TERMINATION AND RECAPTURE

A. CITY shall have the right to terminate this Agreement for non-compliance, in whole or in part, at any time before the end of the Term should CITY determine that BUSINESS has failed to comply with any material term of any agreement between BUSINESS and CITY. CITY will provide BUSINESS with written notification as to the nature of the non-compliance (the "Notice of Default"), and provide BUSINESS a ten (10) day period from the date of the CITY's Notice of Default (the "Cure Period"), if possible, to resolve any issue of non-compliance under this Agreement. Should BUSINESS fail to cure any default within this period of time, the CITY may, upon issuance to BUSINESS of a written Notice of Termination, terminate this Agreement in whole or in part, as it sees fit. Such notification shall include:

(1) the reasons for the termination; (2) the effective date of the termination; and, (3) in the case of partial termination, the portion of the Agreement to be terminated.

B. In the case of default for causes beyond BUSINESS' reasonable control as defined in Article XVII of this Agreement, which cannot with due diligence be cured within such ten (10) day period, the CITY may, in its sole discretion, extend the Cure Period provided that BUSINESS shall: (1) immediately upon receipt of Notice of Default advise CITY of BUSINESS' intention to institute all steps necessary to cure such default and the associated time frame (the "Cure Plan"); and (2) institute and thereafter pursue to completion, with reasonable and diligent dispatch, the Cure Plan. Should Business's Cure Plan fail to cure the default or should BUSINESS fail to institute the Cure Plan, then this Agreement shall be terminated without further action by CITY.

C. Upon Termination of this Agreement, CITY shall have the right to accelerate the repayment of the Loan Funds in accordance with Article 5(A)(4).

D. RESERVED.

E. Notwithstanding any exercise by City of its right of termination pursuant to this Article X, BUSINESS shall not be relieved of any liability to City for damages due to City by virtue of any breach by BUSINESS of any agreement with City.

ARTICLE XI. SPECIAL CONDITIONS AND TERMS

BUSINESS understands and agrees that if BUSINESS is a "business" and if the City's contribution under this Agreement is a "public subsidy" as that term is defined in Chapter 2264 of Subtitle F, Title 10, Tex. Govt. Code, as amended, then in the event of Business's conviction of knowingly employing an undocumented worker, BUSINESS shall return all funds that BUSINESS has received from City through this Agreement, with repayment required within six (6) months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

ARTICLE XII. INSURANCE.

It is a material term that BUSINESS insures its BUSINESS property in a sufficient amount for the Term of this Agreement.

ARTICLE XIII. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the Parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any other agreement between the City and the BUSINESS or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

ARTICLE XIV. ASSIGNMENT

BUSINESS covenants and agrees that during the Term of this Agreement, it shall not assign its rights and/or obligations hereunder without the prior written consent of CITY. Assignment of this Agreement without the consent of CITY shall automatically terminate this Agreement and subject the BUSINESS to an acceleration of the repayment of the Loan Funds as provided in Article V(A)(4).

ARTICLE XV. CHANGES AND AMENDMENTS

A. Except as specifically provided in this Agreement, any alterations, additions or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both Parties to this Agreement upon CITY approval and authorization of BUSINESS.

B. It is understood and agreed by the Parties hereto that performances under this Agreement shall be rendered in accordance with the laws and rules governing the CITY's Chapter 380 Economic Development Loan Program as set forth this date, and the terms and conditions of this Agreement.

C. Any alterations, additions, or deletions to the terms of this Agreement required by changes in state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

ARTICLE XVI. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

ARTICLE XVII. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)

CITY may grant relief from performance of this Agreement if the BUSINESS is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributed to the fault or negligence of the BUSINESS, such relief not to be unreasonably withheld by CITY. The burden of proof for the need for such relief shall rest upon the BUSINESS to the satisfaction of CITY. To obtain release based upon *force majeure*, the BUSINESS must file a written request with the CITY, subject to CITY approval.

ARTICLE XVIII. INCORPORATION OF ATTACHMENTS

Each of the Attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties.

Exhibit A: Blanco Road Utility Assistance Pilot Program

Exhibit B: Certificate of Qualification

ARTICLE XIX. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its attachments constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto and duly executed by the parties.

WITNESS OUR HANDS, EFFECTIVE as of _____, 2014:

Accepted and executed in three duplicate originals on behalf of the City of San Antonio, pursuant to Ordinance Number 2014-05-01-_____, dated May 1, 2014, and BUSINESS, _____.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

BUSINESS,
NAME OF BUSINESS

Peter Zaroni
DEPUTY CITY MANAGER

Name: _____
Title: _____

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A: BLANCO ROAD UTILITY ASSISTANCE PILOT PROGRAM

EXHIBIT B: CERTIFICATE OF QUALIFICATION

City of San Antonio

Blanco Road Business Utility Assistance Pilot Program

A-Session Item #19

May 1, 2014

Presented by: Mike Frisbie, P.E., City Engineer
& Director



CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS

1



Blanco Road Project Details & Scope

- \$ 21.8 million 2007-2012 Bond Program Street & Drainage Project
- Project is on schedule and on Budget
- Blanco Road had no storm drainage system



2



Blanco Road Project Details & Scope

- Construction started Sep 2012
- Estimated Completion August 2014
- Reconstructing and widening Blanco Road from San Francisco to Edison and El Monte to Olmos Creek:
 - Underground storm drainage system
 - Replace water, sewer, and gas mains
 - Left turn lanes at major intersections
 - Upgrade traffic signals
 - Curbs /sidewalks/driveways



3



Blanco Road During Construction

- Over 100 businesses located within the Project's boundaries
- Narrow right-of-way with complex utility, storm drain, street work, water, sewer, gas
- Limited access with one direction of travel for several months



4



Blanco Road During Construction



Blanco Road Utility Assistance Pilot Program



Blanco Road Business Utility Assistance Pilot Program

- Designed to assist businesses experiencing *significant* downturn during construction
- Pilot program will offer to eligible businesses an *economic development loan* to pay a portion of utility bill
- Innovative approach to maintain strong economy and job retention



Pilot Program Eligibility & Management

- Eligible businesses must be:
 - Located on Blanco, one block east and one block west from San Francisco to Edison and from El Monte to Olmos Creek
 - Independently owned and operated with a single location
 - Must demonstrate a business downturn of 15% or greater
 - Financial statements, tax documents, or other requested documentation will need to be provided to City
- TCI will manage the program with assistance from City Finance and Legal Departments
 - CPS & SAWS aware of pilot program



Pilot Program Economic Development Loan

- Monthly loan equivalent to 75% or less of the businesses utility bill
- Businesses will pay 25% or greater of monthly utility bills
- Loan funds can be used only for purpose of paying utility bill



Pilot Program Loan Re-Payment Plan

- City will allow businesses to repay the principal balance of loan on a payment schedule that is based on their gross revenue loss:
 - Gross revenue loss 15% to 20%: 12 months repayment
 - Gross revenue loss 21% to 25%: 18 months repayment
 - Gross revenue loss of 26% or greater: 24 months repayment
- Businesses will not be assessed any interest payments for the deferred portion of the utility bill, if paid within allotted time



Pilot Performance Measurement

- Benefit to impacted businesses and its effect on keeping the business in operation through the construction period
- Implementation impact on City staff and to lesser extent, CPS and SAWS staff
- Business commitment in adhering to the terms and conditions of the Program
- Effectiveness of pilot program guidelines and eligibility criteria

11



Budget

- Estimated budget for Pilot Program: \$225,000
 - Assumes 26 Businesses qualify and apply for each of the five months of available business loans
 - Utilizing averaged monthly business utility bills, total loan over five months approximately \$8,600 per business
- Pilot Program funding from operational savings in TCI Department gained from consolidation of former Public Work and CIMS Departments

12



Staff Recommendation

- Staff recommends approval of the Blanco Utility Assistance Pilot Program for businesses meeting eligibility criteria
- Pilot Program will stimulate and maintain business and commercial activity within Blanco Road project limits

13

City of San Antonio

Blanco Road Business Utility Assistance Pilot Program

A-Session Item #19

May 1, 2014

Presented by: Mike Frisbie, P.E., City Engineer
& Director



CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS

14