

1 **CITY OF SANTA FE, NEW MEXICO**

2 **ORDINANCE NO. 2014-24**

3
4
5 **AN ORDINANCE**

6 **RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN**
7 **ORDINANCE, ARTICLE 11-11 SFCC 1987; AMENDING ORDINANCE NO. 1997-1 FOR**
8 **THE PURPOSE OF APPROVING AND ADOPTING A FIRST AMENDED AND RESTATED**
9 **LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT**
10 **BETWEEN THE CITY OF SANTA FE AND SANTA FE BUSINESS INCUBATOR, INC. TO**
11 **RESTRUCTURE AND ADD TO THE CONTRIBUTIONS AND OBLIGATIONS OF THE**
12 **CITY AND SANTA FE BUSINESS INCUBATOR, INC.**

13
14 **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE.**

15 **Section 1. Short Title.** This Ordinance shall be known as the “Santa Fe Business
16 Incubator Ordinance to restructure and add to the contributions and obligations of the City and Santa
17 Fe Business Incubator, Inc.”

18 **Section 2. Recitals.**

19 A. The Local Economic Development Act, Sections 5-10-1 *et. seq.* NMSA 1978
20 explicitly permits municipalities to assist qualifying entities with economic development projects
21 through the use of public resources; and

22 B. The City of Santa Fe has complied with the requirements of the Local Economic
23 Development Act by adopting an Economic Development Plan Ordinance (11-11 SFCC (1987)).
24 Incorporated within that Ordinance are the City of Santa Fe’s community economic development plan
25 and its economic development strategy for implementation.

1 C. On January 8, 1997, the governing body of the City of Santa Fe approved the
2 Economic Development Project Participation Agreement (“PPA”) between the City and Santa Fe and
3 designated the Santa Fe Business Incubator, Inc. (“SBI”) as a “Qualifying Entity” to receive funding
4 from the City for the Santa Fe Business Incubator project that would support the City’s economic
5 development plan.

6 D. On June 30, 2004, the City of Santa Fe, in furtherance of the 1997 PPA, entered into
7 a Loan Agreement with the Secretary of Housing and Urban Development (HUD/Lender) borrowing
8 \$300,000 for the purposes of providing funding to the Santa Fe Business Incubator (SFBI as Sub-
9 Recipient) to construct Phase II and improve its facility on property donated to it by the City
10 (“Loan”). Currently, the remaining balance on the Loan is \$192,491.29. The Loan permits the City
11 to prepay the balance in full on August 1, 2014 with the funds wired before July 24, 2014. No later
12 than June 1, 2014, the City needs to send HUD a letter indicating notice of intent of Borrower prepay
13 off Loan Agreement (needs to be done between 90 and 60 days prior to August 1, 2014).

14 E. The SFBI is part of the mission of the City’s Economic Development Division
15 because the Economic Development Plan supports the creation and maintenance of business
16 incubators in the City to promote and assist startup businesses.

17 F. For this reason, the City would like to prepay the balance of the Loan Agreement on
18 August 1, 2014. The Economic Development Division has identified a source of funds, held in
19 escrow, and is requesting a legal opinion on whether the escrowed funds can be used for the purpose
20 of prepaying the HUD loan in full.

21 G. To accomplish the prepayment of the Loan, the City and SBI have determined that
22 there is a need to enter into the First Amended and Restated Project Participation Agreement to
23 restructure and add contributions and obligations of the City and SBI.

24 **Section 3. Findings.** The governing body hereby finds:

25 A. The City of Santa Fe has determined that it is in the interest of the welfare of the

1 citizens of Santa Fe to enter into the First Amended Economic Development Project Participation
2 Agreement for the purposes of effectuating its Economic Development Plan and the Project.

3 B. In compliance with the City's economic development ordinance, 11-11 SFCC (1987),
4 the January 8, 1997 Project Participation Agreement and the First Amended and Restated Project
5 Participation Agreement between SBI and the City clearly state the following:

- 6 (1) The economic development goals of the project;
- 7 (2) The contributions of the City and SBI, Inc.;
- 8 (3) The specific measurable objectives upon which the performance review will
9 be based;
- 10 (4) A schedule for project development and goal attainment;
- 11 (5) The security being offered for the City's investment;
- 12 (6) The procedures by which the Project may be terminated and the City's
13 investment recovered;
- 14 (7) The time period for which the City shall retain a security interest in the
15 Project; and
- 16 (8) A "sunset" clause after which the City shall relinquish interest in and
17 oversight of the project;
- 18 (9) The designation of SBI as a qualifying entity.

19 **Section 4. Approval and Adoption of First Amended and Restated Project**
20 **Participation Agreement (PPA) between the City and Santa Fe Business Incubator, Inc.**

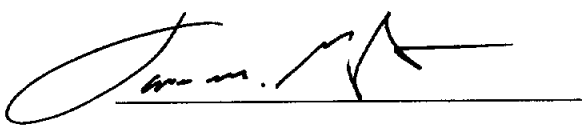
21 The governing body hereby approves the First Amended PPA which adds the City's financial
22 contribution of prepaying the Loan balance in full on August 1, 2014 with the funds wired before July
23 24, 2014. Loan is \$192,491.29. No later than June 1, 2014, the City shall send HUD a letter
24 indicating notice of intent of the City to prepay the Loan balance in full (needs to be done between 90
25 and 60 days prior to August 1, 2014). The First Amended PPA restructures the financial obligations

1 of Santa Fe Business Incubator and provides a repayment schedule for reimbursing the City for the
2 prepayment of the Loan balance. The First Amended and Restated Project Participation Agreement,
3 attached hereto as Exhibit "A", is hereby adopted.

4 **Section 5. Severability Clause.** If any section, paragraph, clause, or provision of this
5 Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated hereunder
6 shall for any reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or
7 unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the
8 remaining portions of this Ordinance or the regulation so challenged.

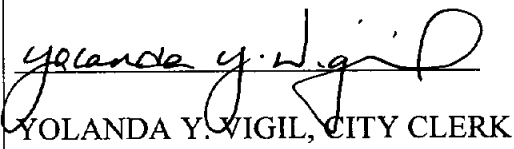
9 **Section 6. Effective Date.** This Ordinance shall become effective immediately upon
10 adoption.

11 PASSED, APPROVED and ADOPTED this 9th day of July, 2014.

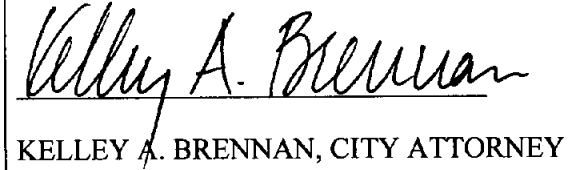
12 
13 _____

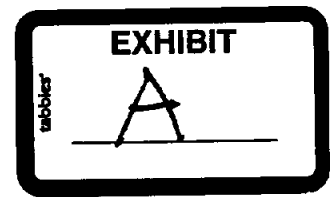
JAVIER M. GONZALES, MAYOR

14 ATTEST:

15
16 
17 _____
YOLANDA Y. VIGIL, CITY CLERK

18 APPROVED AS TO FORM:

19 
20 _____
21 KELLEY A. BRENNAN, CITY ATTORNEY



CITY OF SANTA FE

ECONOMIC DEVELOPMENT

FIRST AMENDED AND RESTATED PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT is made and entered into this 9th day of July, 2014 by and between the City of Santa Fe, hereinafter referred to as the "City"; and Santa Fe Business Incubator, hereinafter referred to as the "Qualifying Entity" (Q/E) or SFBI. This First Amended and Restated Project Participation Agreement ("PPA") supersedes and entirely replaces the Project Participation Agreement entered into between the Q/E and the City on January 8, 1997 which has been fulfilled by the Q/E and the City.

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act (N.M. Stat. Ann. 5-10-1 et seq. (1978));

WHEREAS, the Local Economic Development Act explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City of Santa Fe has complied with the requirements of the Local Economic Development Act by adopting an economic development plan ordinance incorporating within that ordinance its community economic development plan (11-11 SFCC (1987)) called the Community Economic Development Plan and Economic Development Strategy for Implementation, dated May 21, 2008;

WHEREAS, the Q/E is paying off the following loan that was used to construct Phase II of the SFBI as follows. On June 30, 2004, the City (Borrower) entered into a Loan Agreement with the Secretary of Housing and Urban Development (HUD/Lender) borrowing \$300,000 for the purposes of providing funding to the SFBI (as Sub-Recipient) to construct Phase II and improve its facility on property donated to it by the City ("Loan");

WHEREAS, the remaining balance on the Loan is \$192,456.26. The Loan permits the City to prepay the balance in full on August 1, 2014 with the funds wired before July 24, 2014. No later than June 1, 2014, the City needs to send HUD a letter indicating notice of intent of Borrower to prepay off Loan Agreement (needs to be done between 90 and 60 days prior to August 1, 2014). The SFBI is part of the mission of the City's Economic Development Division because the Economic Development Plan supports the creation and maintenance of business incubators in the City to promote and assist startup businesses and entrepreneurs. For this reason, the City would like to prepay the balance of the Loan Agreement on August 1, 2014. The Economic Development Division has identified a source of funds, held in escrow, and is requesting a legal opinion on whether the escrowed funds can be used for the purpose of prepaying the HUD loan in full;

WHEREAS, the City of Santa Fe has complied with the requirement of its Local Economic Development Ordinance, 11-11.1 through 11-11.16, by adopting the Original PPA and this Amended PPA and Ordinance 2014 ____ which state the contributions and obligation of all parties in the economic development project. The Original PPA and Amended PPA clearly state the following:

- (1) The economic development goals of the project;
- (2) The contributions of the City and the Q/E;
- (3) The specific measurable objectives upon which the performance review will be based;
- (4) A schedule for project development and goal attainment;
- (5) The security being offered for the City's investment;
- (6) The procedures by which a project may be terminated and the City's investment recovered;
- (7) The time period for which the City shall retain an interest in the project;
- (8) That the SFBI is a qualifying entity; and
- (9) A "sunset" clause after which the City shall relinquish interest in and oversight of the Project.

WHEREAS, the City of Santa Fe has determined that it is in the interest of the welfare of the citizens of Santa Fe to enter into this First Amended and Restated PPA for the purposes of effectuating its economic development plan.

NOW THEREFORE, in consideration of the premises, the following and other good and valuable consideration the receipt of which is hereby acknowledged the undersigned parties hereby agree as follows.

1. **CONTRIBUTIONS AND OBLIGATIONS OF THE CITY AND THE Q/E.**

A. **Economic development goals of the project:** The mission of the Q/E is stated as follows: "In order to promote a diverse and balanced economy for Santa Fe, the incubator will develop emerging businesses to provide future income opportunities for Santa Feans. This Project implements the Community Economic Development Plan (CEDP) because it is a business incubator to provide support for companies which are starting up or have outgrown their home based operations. Business Incubators support the following CEDP goals:

- (1) Implementing comprehensive economic development policies that address both local and regional objectives;
- (2) Directing major economic development initiatives toward creating opportunities for local residents that result in the steady improvement in the standard of living;
- (3) Ensuring that the city's economic prosperity is shared equitably;
- (4) Fostering the region's economic development while preserving its unique and diverse quality of life;
- (5) Using sustainably the region's natural, financial, intellectual, technological and physical resources;

- (6) Diversifying the economic base of the City to support a vibrant and sustainable mix of jobs and opportunities.

B. Contributions of the City and the Q/E:

- (1) **Donation and Services of the City.** The City of Santa Fe shall prepay the Loan balance in full on August 1, 2014 with the funds wired before July 24, 2014. Loan is \$192,456.26. No later than June 1, 2014, the City shall send HUD a letter indicating notice of intent of the City to prepay the Loan balance in full (needs to be done between 60 and 90 days prior to August 1, 2014).

- (2) **Contribution of the Q/E.**

- (a) **Financial Investment:** The Q/E brings the following financial investment to the project: The Q/E has been in existence since 1997 and currently has over \$4,000,000 in assets.
- (b) **Business Formation:** The Q/E shall continue to operate the incubator in a manner that will facilitate the creation and start-up of companies in the industries outlined in the City's latest community economic development plan, implementation strategy or other strategic plan formally adopted by the City using best practices as outlined by the National Business Incubator Association. The Q/E will ensure that the incubator program will maintain a plan for the ongoing exit and graduation of client businesses. The plan will ensure that an average of 2.5 businesses per year will exit the incubator until the end of the term of the loan agreement. This average will be calculated over a rolling three year period.
- (c) **Expanded Tax Base:** Contributions to the City's tax base resulting from this project are enumerated in the *Economic Impact During 2011 of the Santa Fe Business Incubator* analysis, dated April 16, attached hereto as Exhibit "1". Tax revenues generated by this project for the City, including property tax, gross receipts tax and other revenues are estimated to generate approximately \$1.1 million annually.
- (d) **Other:**
 - (i) Q/E will pay back the Loan beginning 5 years from the effective date of the Agreement.
 - (ii) Q/E and the City have agreed to a 15 year loan repayment schedule in the amount of \$192,456.26, plus 1% interest for a total amount of \$207,731.04. See Exhibit "2", attached hereto.
 - (iii) Q/E in collaboration with the City will develop an five year plan of business operations. The business operation plan will outline how the QE will shore its operations to successfully provide incubator services for the City and region for the next life of the loan.

2. PERFORMANCE REVIEW AND CRITERIA

A. **Annual Review.** The Q/E will provide annual reports to the City and City Staff shall conduct an annual review of these reports. The annual reports shall clearly indicate how the Q/E has verified the revenue assumptions and other indices contained in the *Economic Impact During 2011 of the Santa Fe Business Incubator* analysis (see Exhibit "1"). The review shall determine whether the project is in compliance with the agreement and is substantially achieving the goals and objectives herein.

B. **Company Formation and Expanded Tax Base.** The annual review shall determine whether the Q/E has substantially achieved the company formation and expanded tax assumptions embodied in the *Economic Impact During 2011 of the Santa Fe Business Incubator* analysis, dated April 16, 2012, attached hereto as Exhibit "1" (2.5 business exists per year) . If, in the opinion of the City, these assumptions are not substantially met, the review shall determine whether the actual expanded tax based achieves a positive benefit-cost ratio, and shall form conclusions and make recommendations regarding continuing under this Agreement.

3. SECURITY FOR CITY'S INVESTMENT

The Promissory Note and Mortgage executed by the Q/E with repayment of the Loan over a 15 year schedule, attached as Exhibit "3" is the security is required.

4. TERM

This Agreement shall remain in force for 20 years from the execution date of the Agreement or until conditions of the Agreement are performed in full or to the satisfaction of the City. In the event that the Q/E performs or exceeds the required performance levels contained in this Agreement, this agreement may be terminated at that time.

5. TERMINATION

This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination in the event that the Q/E ceases to operate the project in accordance with the terms of this Agreement. If the Q/E is found to not be in substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall public funding that was used for prepayment of the Loan in full.

The Q/E may terminate the agreement by pre-paying the loan balance in full to the City without penalty. The Q/E must send a letter to the City giving notice of their intent to pre-pay the balance of the loan in full within 60-90 days prior to the due date of the loan payment.

6. **STATUS OF THE Q/E**

The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

7. **ASSIGNMENT**

The Q/E shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **LIABILITY**

It is expressly understood and agreed by and between Q/E and the City that Q/E shall defend, indemnify and hold harmless the City for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever resulting from Q/E's actions or inactions as a result of this Agreement. Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

9. **INSURANCE**

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within 10 days of cancellation for any reason. The Contractor shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars (\$1,000,000) per occurrence. The Contractor shall furnish the City with Proof of Insurance as a condition prior to performing services under this Agreement.

10. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

11. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

12. **RECORDS AND AUDITS**

The Q/E shall maintain detailed time records which indicate the date and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

13. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Department of Finance and Administration on behalf of the Q/E to the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Department of Finance and Administration on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given by the City to the Q/E.

14. **RELEASE**

The Q/E, upon final fulfillment of this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

15. **CONFIDENTIALITY**

Any confidential information provided to or developed by the Q/E in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Q/E without the prior written approval of the City.

16. **CONFLICT OF INTEREST**

The Q/E warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. **AMENDMENT**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

18. **SCOPE OF AGREEMENT**

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, or understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

19. **REPRESENTATIONS AND WARRANTIES**

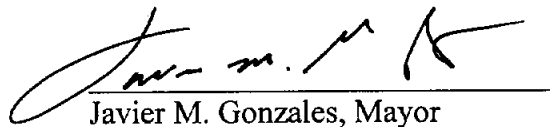
The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630.

20. **APPLICABLE LAW**

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the State of New Mexico.

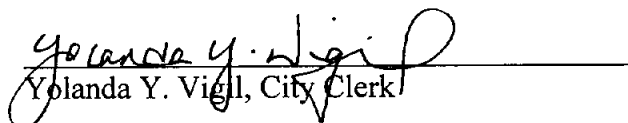
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:



Javier M. Gonzales, Mayor

ATTEST:

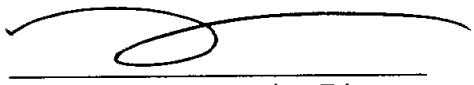


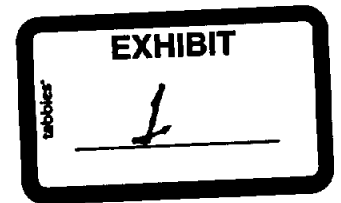
Yolanda Y. Vigil, City Clerk

APPROVED AS TO FORM:


Kelley A. Brennan, Interim City Attorney 6/6/14

QUALIFYING ENTITY:
Santa Fe Business Incubator

By: 
Marie Longmire, Executive Director
LONGMIRE
Employer ID Number:
City of Santa Fe Business ID Number:



The Economic Impact During 2011 of the Santa Fe Business Incubator

April 16, 2012

Prepared for:
Santa Fe Business Incubator
3900 Paseo del Sol
Santa Fe, NM 87507

Prepared by:
Impact DataSource, LLC
4709 Cap Rock Drive
Austin, Texas 78735
(512) 892-0205
Fax (512) 892-2569
www.impactdatasource.com

ImpactDataSource

TABLE OF CONTENTS

Executive Summary.....	3
The Full Report:	
Introduction.....	7
Description of the incubator.....	7
Funding Received by the Incubator for their Operations.....	8
Tenants Funding and Annual Operations.....	8
Graduates' Operations.....	10
Types of Economic Impacts that the Incubator and their Graduates Provide and Multipliers Used in this Analysis.....	13
Economic Impact during 2011 of Tenants and Graduates of Incubator.....	14
Revenues Generated during 2011 for the State and Local Taxing Districts by Tenants and Graduates of Incubator.....	15
Return on the State's Investment in the Incubator.....	16
Conduct of this Analysis.....	18

EXECUTIVE SUMMARY

The purpose of the analysis was to estimate the annual economic impact during 2011 of the Santa Fe Business Incubator -- one of six certified business incubators in New Mexico.

The economic impact of (1) the operations of the incubator was projected, along with (2) the impact of the firms assisted by the incubator, once they graduated from the incubator and became self-supporting companies.

About the Incubator

The Santa Fe Business Incubator, founded in December, 1997, is a non-profit corporation that helps entrepreneurs grow and succeed in their business. The 30,000 square foot facility offers office and production spaces for technical firms, service companies and manufacturing businesses.

The incubator provides a wide range of business services including on-site technical assistance, training workshops, shared equipment, community resources and access to capital.

Over the past five years, the incubator received \$4.4 million in funding for their operations.

Tenants

During 2011, 16 tenants were assisted by the incubator. In addition, during the year, tenants reported funding of \$18.7 million, including equity injections, revenues, grants and contracts, and research and development grants and contracts.

Graduates Over the Past Five Years

Forty-five firms graduated from the incubator over the past five years. An estimated 78% of these companies are still operating.

Types of Economic Impacts Generated by Tenants and Graduates

Incubator tenants and companies graduating from the incubator generate economic impacts, including jobs, salaries and business revenues.

Further, there are three types of economic impacts of tenants and graduates -- direct, indirect and induced -- and regional economic multipliers were used to determine indirect and induced impacts.

Economic Impact During 2011 of Tenants and Graduates of the Incubator

Some of the estimated economic impacts that the incubator generated for New Mexico during 2011 are shown below.

Economic Impact During 2011 of Tenants and Graduates of the Incubator			
	2011	2010	Total
Number of direct businesses operating during incubator activities			53
Annual revenues generated by businesses (including direct product):			
Direct	\$6,996,000	\$10,880,000	\$17,876,000
Indirect and induced	\$5,390,394	\$10,889,285	\$11,279,679
Total	\$12,386,394	\$21,769,285	\$34,155,679
Jobs created and supported by businesses:			
Direct	80	185	265
Indirect and induced	55	105	175
Total	135	290	440
Annual salaries paid to workers:			
Direct	\$2,960,000	\$11,100,000	\$14,060,000
Indirect and induced	\$1,443,000	\$6,411,250	\$7,854,250
Total	\$4,403,000	\$17,511,250	\$21,914,250
Property added to tax rolls	\$6,600,000	\$15,725,000	\$22,325,000
Annual taxable gross receipts generated on:			
Revenues of direct, indirect and induced sales	\$7,294,795	\$23,428,464	\$30,723,259
Taxable spending by direct, indirect and induced workers	\$1,761,200	\$6,604,500	\$8,365,700
Taxable spending by businesses	\$860,000	\$2,939,935	\$3,800,935
Total gross receipts	\$9,915,995	\$32,972,900	\$42,888,895

Revenues Generated During 2011 for the State and Local Taxing Districts by Tenants and Graduates of the Incubator

Economic impacts generated by incubator tenants and graduates translate into revenues for the State and local taxing districts. These estimated revenues for 2011 are shown on the following page.

Estimated Revenues Generated during 2011 for the State and Local Taxing Districts
by the Incubator Tenants and Graduates

	2007	2008	2009	
Gross sales	\$0	\$0	\$0	\$0
Property taxes	\$101,244	\$29,204	\$49,328	\$0
State income taxes				
Corporate	\$131,090		\$21,000	#REF!
Personal	\$494,099		\$494,099	\$0
Total	\$626,333	\$29,204	\$564,427	

Return on the State's Investment in the incubator

State Funding for the New Mexico Business Incubator Program During Fiscal Years 2007-2010

During fiscal years 2007-2010, the New Mexico Economic Development Department provided \$639,500 in funding for the New Mexico Business Incubator Program, including \$25,000 for the Santa Fe Business Incubator.

Rate of Return on Investment Over Four Years

These funds may be considered a state investment in the state's economic growth and the returns on that investment are the additional revenues that the incubator tenants and graduates and their workers generate for the State and local taxing districts, including cities, counties, school districts and special taxing districts.

If this is the case, a rate of return on investment may be calculated on this investment. The average annual rate of return on investment on the State's funding for the Santa Fe Business Incubator is shown on the next page.

Estimated Revenues Generated Over a Four-Year Period for the State and Local Taxing Districts by Incubator Tenants and Graduates

The state's total investment in the Santa Fe Business Incubator	\$2,100,000
Over a four-year period	
Taxes to be received from tenants and graduates over four years	
By the state of New Mexico	\$7,380,744
By the local taxing district	\$5,777,497
Total	
Rate of return on investment	
For the state only	350%
For the state and local taxing districts	325%
Cost-benefit ratio (return on investment) for the state	
Return on the state	

As shown above, for every dollar of funding that the state provided to the Santa Fe Business Incubator over four years, tenants and graduates of the program may return \$295.22 to the state during a four year period.

Details of this economic impact analysis are on the following pages.

The Economic Impact During 2011 of the Santa Fe Business Incubator

INTRODUCTION

This report presents the results of an analysis performed by Impact DataSource, an Austin, Texas economic consulting, research and analysis firm. The purpose of the analysis was to estimate the economic impact during 2011 of the Santa Fe Business Incubator.

The economic impact of (1) the operations of the incubator was projected, along with (2) the impact of the firms assisted by the incubator, once they graduated from the incubator and became self-supporting companies.

This report includes the following components:

- Description of the incubator,
- Funding received by the incubator for their operations,
- Tenants funding and annual operations,
- Graduates' operations,
- Types of economic impacts that the incubator and its graduates provide and multipliers used in this analysis,
- Economic impact during 2011 of tenants and graduates of incubator,
- Revenues generated during 2011 for the state and local taxing districts by tenants and graduates of incubator,
- Rate of return on the state's investment in the incubator program, and
- Conduct of this analysis.

DESCRIPTION OF SANTA FE BUSINESS INCUBATOR

The Santa Fe Business Incubator, founded in December, 1997, is a non-profit corporation that helps entrepreneurs grow and succeed in their business. The 30,000 square foot facility offers office and production spaces for technical firms, service companies and manufacturing businesses.

The incubator provides a wide range of business services including on-site technical assistance, training workshops, shared equipment, community resources and access to capital.

In 2011 the facility had 16 tenants and over the past five years has had 45 graduates.

Funding that the incubator received for their operations and construction is discussed next.

FUNDING RECEIVED BY THE INCUBATOR FOR ITS OPERATIONS AND CONSTRUCTION

The incubator received the following funding over the past five years -- 2006 - 2011:

Funding Received by the Incubator for Construction and Operations over the Past Five Years	
Santa Fe Business Incubator	\$3,700,000
Internal	\$2,035,000
External	\$1,665,000

An estimated 55% of the \$3.7 million in funding for the operations of the Santa Fe Business Incubator, shown above, is internally generated. The remaining 45% is funded from external sources.

Funding received by tenants during 2011 and some information on their operations are discussed next.

TENANTS' FUNDING AND ANNUAL OPERATIONS

Funding Received by Tenants during 2011

Tenants at the incubator received the following funding during 2011:

Funding Received by Tenants During 2011	
Equity capital	\$18,924,000
Sales/revenues	\$7,527,000
Grants and contracts	30
Research and development grants and contracts	\$150,000
Debt financing	
Total	\$26,701,000

Characteristics of Tenants' Operations

Average tenants at the incubator in 2011 had the following characteristics:

Characteristics of an Incubator Tenant in 2011	
Annual total sales	\$995,000
Real property improvement	\$250,000
Business personal property	\$175,000
Number of employees	5
Average annual payroll	\$97,000
Estimated annual local purchases	\$60,000

Total Annual Revenues, Property Added to Tax Rolls, Jobs, Salaries and Local Purchases

Total Revenues for Tenants

Total revenues, property added to tax rolls, jobs, salaries and local purchases for tenants at the incubator in 2011 are shown below.

Tenants' Total Revenues, Property Added to Tax Rolls, Jobs, Salaries and Local Purchases in 2011	
Annual total sales	\$995,000
Real property improvement	\$4,000,000
Business personal property	\$2,800,000
Number of employees	80
Annual payroll	\$7,860,000
Estimated annual local purchases	\$4,800,000

Some information on graduates of the incubator is presented next.

GRADUATES' OPERATIONS

Number of Graduates over the Past Five Years

The following number of firms graduated from the incubator over the past five years:

Number of Graduating Firms Over the Past Five Years	
Manufacturing	1
Wholesale Trade	1
Retail Trade	1
Food and Beverage	1
Professional Services	1
Healthcare Services	1
Education	1
Technology	1
Real Estate	1
Non-Profit	1
Non-Profit Services/Recreation	1
Total	15

Number of Graduates over the Past Five Years Still Operating in 2011

An estimated 78% of companies graduating from the Santa Fe Business Incubator were still be in business during 2011.

If this is the case, the following estimated number of graduate companies (over the past five years) were still operating in 2011:

Estimated Number of Graduating Firms Over the Past Five Years Still Operating in 2011

Industry	Estimated Number of Firms
Construction	10
Manufacturing	10
Wholesale and Retail Trade	10
Retail Trade	10
Information	10
Professional, Scientific, and Technical Services	10
Finance and Insurance	10
Health Care	10
Leisure, Hospitality, and Arts	10
Technology	10
R&D	10
Non-Profit	10
Other	10

Annual Revenues, Property Added to Tax Rolls, Jobs, Salaries and Local Purchases

Annual Averages for Graduates

Average revenues, property added to tax rolls, jobs, salaries and local purchases in 2011 for graduates of the incubator are shown below.

Graduates' Average Annual Revenues, Property Added to Tax Rolls, Jobs, Salaries and Local Annual Purchases	
Number of graduates	15
Average annual revenues	\$20,000
Real property improvements	\$250,000
Business/personal property	\$175,000
Number of employees	5
Average annual salary	\$80,000
Estimated annual local purchases	\$10,000
Supplies and materials	

Annual Totals for Graduates Still Operating

Estimated total annual revenues, property added to tax rolls, jobs and salaries for all graduates still operating are shown below.

Graduates' Average Annual Revenues, Property Added to Tax Rolls, Jobs, Salaries and Local Annual Purchases		
	Average	Total
Number of operating graduates	15	15
Annual revenues	\$20,000	\$300,000
Property added to tax rolls		
Real property improvements	\$250,000	\$3,750,000
Business/personal property	\$175,000	\$2,625,000
Number of employees	5	75
Annual salaries	\$80,000	\$6,000,000
Estimated annual local purchases	\$10,000	\$150,000
Supplies and materials		

The types of economic impacts generated by tenants and graduates of the incubator are discussed next, along with regional economic multipliers used in this analysis.

TYPES OF ECONOMIC IMPACTS THAT THE INCUBATOR AND ITS GRADUATES PROVIDE AND MULTIPLIERS USED IN THIS ANALYSIS

Types of Economic Impacts

Incubator tenants and companies graduating from the incubator generate economic impacts, including jobs, salaries and business revenues.

Further, there are three types of economic impacts: direct, indirect and induced.

First, direct economic impacts are those that are generated directly by tenants in the incubator and by firms after they graduate.

Second, indirect revenues, jobs and salaries are created in new or existing firms in the state, such as maintenance companies, distributors, and service firms, that may supply goods and services to the tenants and graduate firms.

Third, induced revenues, jobs and salaries are created in new or existing businesses in the state, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to employees of the tenants and graduate firms and their families.

New revenues of direct, indirect and induced firms increase New Mexico's gross state product -- a measure of the economic output of the state in a year. It is the sum of all values added by industries within the state and serves as a state-equivalent to the national gross domestic product or GDP.

Regional Economic Multipliers

To estimate the indirect and induced economic impact of the business incubator on the state, regional economic multipliers were used. Regional economic multipliers for New Mexico are included in the US Department of Commerce's Regional Input-Output Modeling System (RIMS II).

Three types of regional economic multipliers were used in this analysis: an output multiplier, an employment multiplier and an earnings multiplier.

An output multiplier was used to estimate the indirect and induced output or revenues created and supported in the state. An employment multiplier was used to estimate the number of indirect and induced jobs created and supported in the state. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs.

The multipliers show the estimated indirect and induced revenues of other companies in the state for every dollar of revenues generated by tenants and graduates. An employment multiplier shows the number of indirect and induced jobs created for every direct job at the tenants and graduates and the amount of salaries paid to these workers for every dollar paid to a direct worker at the facilities. The indirect and induced multipliers shown on the following page were used in this analysis:

Regional Economic Multipliers Used in this Analysis		
	Direct	Indirect and Induced
Output multiplier	1.59	0.5
Employment multiplier	1.59	0.6
Earnings multiplier	1.4875	0.4875

The above multipliers are averages for several industry groups in which tenants and graduates operate.

Some of the estimated economic impacts that the incubator generated for New Mexico during 2011 are presented next.

ECONOMIC IMPACT DURING 2011 OF TENANTS AND GRADUATES OF THE INCUBATOR

Some of the estimated economic impacts that the incubator generated for New Mexico during 2011 are shown below.

Economic Impact During 2011 of Tenants and Graduates of the Incubator			
	Tenants	Graduates	Total
Number of direct businesses operating during the year (excluding incubator activities)	16	37	53
Annual revenues generated by tenants and graduates (product):			
Direct	\$6,636,000	\$2,450,000	\$9,086,000
Indirect and induced	\$8,890,394	\$10,889,285	\$19,779,679
Total	\$15,526,394	\$13,339,285	\$28,865,679
Jobs created and supported by tenants and graduates:			
Direct	139	907	1,046
Indirect and induced	139	907	1,046
Total	278	1,814	2,092
Annual salaries to workers:			
Direct	\$2,980,000	\$11,100,000	\$14,080,000
Indirect and induced	\$1,243,000	\$6,661,250	\$7,904,250
Total	\$4,223,000	\$17,761,250	\$21,984,250
Property added to tax rolls (by tenants and graduates):	\$5,100,000	\$1,825,000	\$6,925,000
Annual taxable gross receipts generated by:			
Revenues of direct, indirect and induced businesses	\$7,494,795	\$3,429,464	\$10,924,259
Taxable spending direct, indirect and induced workers	\$1,761,200	\$6,661,500	\$8,422,700
Taxable spending by businesses	\$900,000	\$2,839,935	\$3,739,935
Total gross receipts	\$10,156,000	\$12,930,899	\$23,086,899

Estimates of revenues generated during 2011 by the incubator tenants and graduates for the state and local taxing districts are presented next.

REVENUES GENERATED DURING 2011 FOR THE STATE AND LOCAL TAXING DISTRICTS BY TENANTS AND GRADUATES OF THE INCUBATOR

Some Tax and Other Rates Used in this Analysis

Some tax and other rates used in this analysis are shown below:

Some Tax and Other Rates Used in this Analysis	
Gross receipts tax rate	
Percentage retained by the state and local taxing districts	80%
Average local rate with state credit	1.7%
Property tax rate	
State bank credit	
Average combined local rate	44.288%
Estimated effective state income tax rate on these companies	
Corporate	20%
Personal	6.15%
Estimated percent of the gross retail sales actually spent on taxable goods and services	40%
Estimated percent of business revenue paid in gross receipts tax	7.5%
Estimated percent of business revenue paid in state corporate income taxes	8%
Workers' estimated annual social security contribution as a percent of salaries	7.5%
Taxable value of property as a percent of assessed value	89%

Revenues during 2011 for the State of New Mexico and Local Taxing Districts

Economic impacts generated by incubator tenants and graduates translate into revenues for the State and local taxing districts. These estimated revenues for 2011 are shown on the following page.

Estimated Revenues Generated during 2011 for State and Local Taxing Districts
by Incubator Tenants and Graduates

	State	Local	Total
Gross Receipts Tax	\$4,209,740	\$1,115,278	\$5,325,018
Property Taxes	\$10,128	\$529,200	\$539,328
State Income Taxes			\$31,000
Corporate			\$31,000
Personal			\$0
Total	\$4,219,868	\$1,644,478	\$5,864,346

A discussion of the rate of return on the state's investment in the incubator is next.

RETURN ON THE STATE'S INVESTEMENT IN THE INCUBATOR

State Funding from the New Mexico Business Incubator Program During Fiscal Years 2007-2010

During fiscal years 2007-2010, the New Mexico Economic Development Department provided the following funding for the New Mexico Business Incubator Program:

Year	State Funding Provided		Total
	General Fund	Special (FBO) Budget	
2007	\$0	\$15,000	\$15,000
2008	\$0	\$16,000	\$16,000
2009	\$0	\$104,000	\$104,000
2010	\$0	\$50,000	\$50,000
Total	\$0	\$185,000	\$185,000

Of this amount, the Santa Fe Business Incubator received \$25,000.

These funds may be considered a state investment in the state's economic growth and the returns on that investment are the additional revenues that the incubator tenants and graduates and their workers generated or may generate for the State and local taxing districts, including cities, counties,

school districts and special taxing districts.

If this is the case, a rate of return on investment may be calculated on this investment.

State and Local Revenues Generated by Incubator Tenants and Graduates over a Four-Year Period

Using estimated revenues generated by the incubator tenants and graduates during 2011 to estimate revenues over a four year period -- a period of time for which state funding was provided -- estimated revenues over four years for the state and local taxing districts are shown below.

Estimated Revenues to be Generated Over a Four-Year Period for the State and Local Taxing Districts by Incubator Tenants and Graduates

	Year 1	Year 2	Year 3	Year 4
Gross Receipts Taxes	\$59,100	\$60,540	\$61,980	\$63,420
Property taxes	6,496	6,516	6,536	6,556
State Income taxes				
Corporate	4,161	4,161	4,161	4,161
Personal	6,197	6,197	6,197	6,197
Total	69,754	73,353	72,278	76,334

Rate of Return on Investment on the State's Investment in the Business Incubator Program

As stated before, if (1) the state's funding for the Santa Fe Business Incubator is considered a state investment in the state's economic growth and (2) the returns on that investment are the additional revenues that the incubator tenants and graduates and their workers generate or may generate for the State and local taxing districts, including cities, counties, school districts and special taxing districts, then this four year investment will have the rate of return over four years of the operations of incubator tenants and graduates as shown on the following page.

Estimated Revenues Generated Over a Four-Year Period for the State and Local Taxing Districts by Incubator Tenants and Graduates

Category	Amount
The state's total investment in the Santa Fe Business Incubator	\$1,000,000
State's total investment over four years	\$4,000,000
Taxes to be received from tenants and graduates over four years	\$4,295,220
By the state of New Mexico	\$2,380,000
By the local taxing districts	\$1,915,220
Total	\$4,295,220
State's total investment for the state only	\$4,000,000
For the state and local taxing districts	\$4,295,220
Cost-benefit ratio for the state only	1.074
Return for the state	7.4%

As shown above, for every dollar of funding that the state provided to the Santa Fe Business Incubator over four years, tenants and graduates of the program may return \$295.22 to the state during a four year period.

A discussion of the conduct of this analysis is next.

CONDUCT OF THIS ANALYSIS

This analysis was conducted by Impact DataSource, an Austin, Texas economic consulting, research and analysis firm.

The Santa Fe Business Incubator provided information on data sheets provided by Impact DataSource on the operations of its facility and on current tenants and graduates of the incubator over the past five years.

Using this data, as well as some estimates, assumptions and regional economic multipliers, Impact DataSource estimated the economic impact during 2011 of tenants and graduates.

From these estimated 2011 economic impacts, Impact DataSource estimated revenues that the tenants and graduates of the incubator generated for the State of New Mexico and local taxing districts in 2011.

Impact DataSource is an 18-year old firm specializing in economic and fiscal impact analysis. The firm has conducted over 2,500 economic impact analyses of projects in 26 states, included New Mexico. Overall, the firm has conducted economic impact analyses of over 200 projects in New Mexico for the New Mexico Economic Development for over the past twelve years. The firm's other clients in New

Mexico include the City of Santa Fe, Otero County, Lea County and others.

The firm's Principal, Jerry Walker, performed this economic impact analysis. He is an economist and has Bachelor of Science and Master of Business Administration degrees in accounting and economics from Nicholls State University, Thibodaux, Louisiana.

SFBI LOAN REPAYMENT SCHEDULE

189,000.00 8/1/14 par due - to be paid 7/23/14
5,367.15 8/1/14 interest due - to be paid 7/23/14
 194,367.15 8/1/14 Balance Due HUD on 7/23/14

-1,910.89 Cash in HUD Repayment Account
192,456.26 Cash Bal City to refinance

SFBI LOAN REPAYMENT SCHEDULE

PAR AMOUNT 192,456.26
 INT RATE 1.00% annual
 TERM 20 years payments starting in year 6 (5 years w/out payment)
 LEVEL
 SEMI-ANNUAL

NO.	FY	DATE	PRINCIPLE	INTEREST	TOTAL PAYMENT	OPENING PRINCIPLE BALANCE	Closing PRINCIPLE BALANCE
	FY 14-15	10/01/2014	\$0.00	\$0.00	\$0.00		
1	FY 14-15	04/01/2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 15-16	10/01/2015	\$0.00	\$0.00	\$0.00		
2	FY 15-16	04/01/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 16-17	10/01/2016	\$0.00	\$0.00	\$0.00		
3	FY 16-17	04/01/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 17-18	10/01/2017	\$0.00	\$0.00	\$0.00		
4	FY 17-18	04/01/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 18-19	10/01/2018	\$0.00	\$0.00	\$0.00		
5	FY 18-19	04/01/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FY 19-20	10/01/2019	\$5,962.09	\$962.28	\$6,924.37	\$192,456.26	\$186,494.17
6	FY 19-20	04/01/2020	\$5,991.90	\$932.47	\$6,924.37	\$186,494.17	\$180,502.28
	FY 20-21	10/01/2021	\$6,021.86	\$902.51	\$6,924.37	\$180,502.28	\$174,480.42
7	FY 20-21	04/01/2022	\$6,051.97	\$872.40	\$6,924.37	\$174,480.42	\$168,428.45
	FY 21-22	10/01/2022	\$6,082.23	\$842.14	\$6,924.37	\$168,428.45	\$162,346.23



NO.	FY	DATE	PRINCIPLE	INTEREST	TOTAL PAYMENT	OPENING PRINCIPLE BALANCE	Closing PRINCIPLE BALANCE
8	FY 21-22	04/01/2023	\$6,112.64	\$811.73	\$6,924.37	\$162,346.23	\$156,233.59
	FY 22-23	10/01/2023	\$6,143.20	\$781.17	\$6,924.37	\$156,233.59	\$150,090.39
9	FY 22-23	04/01/2024	\$6,173.92	\$750.45	\$6,924.37	\$150,090.39	\$143,916.47
	FY 23-24	10/01/2024	\$6,204.79	\$719.58	\$6,924.37	\$143,916.47	\$137,711.69
10	FY 23-24	04/01/2025	\$6,235.81	\$688.56	\$6,924.37	\$137,711.69	\$131,475.88
	FY 24-25	10/01/2025	\$6,266.99	\$657.38	\$6,924.37	\$131,475.88	\$125,208.89
11	FY 24-25	04/01/2026	\$6,298.32	\$626.04	\$6,924.37	\$125,208.89	\$118,910.57
	FY 25-26	10/01/2026	\$6,329.82	\$594.55	\$6,924.37	\$118,910.57	\$112,580.75
12	FY 25-26	04/01/2027	\$6,361.46	\$562.90	\$6,924.37	\$112,580.75	\$106,219.29
	FY 26-27	10/01/2027	\$6,393.27	\$531.10	\$6,924.37	\$106,219.29	\$99,826.02
13	FY 26-27	04/01/2028	\$6,425.24	\$499.13	\$6,924.37	\$99,826.02	\$93,400.78
	FY 27-28	10/01/2028	\$6,457.36	\$467.00	\$6,924.37	\$93,400.78	\$86,943.41
14	FY 27-28	04/01/2029	\$6,489.65	\$434.72	\$6,924.37	\$86,943.41	\$80,453.76
	FY 28-29	10/01/2029	\$6,522.10	\$402.27	\$6,924.37	\$80,453.76	\$73,931.66
15	FY 28-29	04/01/2030	\$6,554.71	\$369.66	\$6,924.37	\$73,931.66	\$67,376.95
	FY 29-30	10/01/2030	\$6,587.48	\$336.88	\$6,924.37	\$67,376.95	\$60,789.47
16	FY 29-30	04/01/2031	\$6,620.42	\$303.95	\$6,924.37	\$60,789.47	\$54,169.05
	FY 30-31	10/01/2031	\$6,653.52	\$270.85	\$6,924.37	\$54,169.05	\$47,515.53
17	FY 30-31	04/01/2032	\$6,686.79	\$237.58	\$6,924.37	\$47,515.53	\$40,828.74
	FY 31-32	10/01/2032	\$6,720.22	\$204.14	\$6,924.37	\$40,828.74	\$34,108.51
18	FY 31-32	04/01/2033	\$6,753.83	\$170.54	\$6,924.37	\$34,108.51	\$27,354.69
	FY 32-33	10/01/2033	\$6,787.59	\$136.77	\$6,924.37	\$27,354.69	\$20,567.09
19	FY 32-33	04/01/2034	\$6,821.53	\$102.84	\$6,924.37	\$20,567.09	\$13,745.56
	FY 33-34	10/01/2035	\$6,855.64	\$68.73	\$6,924.37	\$13,745.56	\$6,889.92
20	FY 33-34	04/01/2036	\$6,889.92	\$34.45	\$6,924.37	\$6,889.92	\$0.00
			\$192,456.26	\$15,274.78	\$207,731.04		