

3
4 A RESOLUTION APPROVING THE DISTRIBUTION OF FUNDS
5 FROM THE CITY OF FORT WAYNE COMMUNITY LEGACY FUND.

6 **Whereas**, the City of Fort Wayne has created the City of Fort Wayne Community
7 Legacy Fund to invest in projects that will have a collective impact that leads to
8 transformational change within the community, and;

9 **Whereas**, the City of Fort Wayne through the Legacy process has received
10 unprecedented public input from across the community and has worked with citizens,
11 business leaders and elected officials to develop implementation priorities, and;

12 **Whereas**, the City of Fort Wayne seeks to advance transformational projects for
13 our community with a focus on economic development, downtown and riverfront
14 development, and youth development/prep sports, and;

15 **Whereas**, each Legacy project provides our community with an opportunity to
16 make our City stronger and better positioned for growth, and;

17 **Whereas**, by working together, we will leave a lasting Legacy for future
18 generations;

19
20 **NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY**
21 **OF FORT WAYNE, INDIANA:**

22 **SECTION 1.** The City of Fort Wayne Common Council hereby authorizes the
23 Board of Trustees of the City of Fort Wayne Community Legacy Trust Funds to
24 distribute to the following project:

25 **Neighborhood Health Clinic - Oxford Street Project**

26 Funds in the amount of \$2,000,000 will be provided to Neighborhood Health Clinic from
27 the City of Fort Wayne Community Legacy Fund pursuant to the attached City of Fort
28 Wayne Legacy Agreement with Neighborhood Health Clinic.

29
30



**Community Legacy Fund
Proposal Application**

Certifications, Acknowledgements and Release

We hereby certify that all of the information in this Proposal Application is true, accurate, correct and complete as of the Application date.

We understand that the project described in this Proposal Application may **not** receive funding. We will not rely and have not relied on the receipt of or anticipation of the receipt of a Legacy funding.

Should the Application receive a recommendation for funding from the Legacy Joint Funding Committee, and there are subsequent changes in the accuracy or completeness of the information presented herein, such new information will be disclosed to the City of Fort Wayne in writing for the purpose of inclusion in the Community Benefits Agreement to be presented to City Council for final approval of the funding.

We hereby release and discharge the City of Fort Wayne, together with their respective subsidiaries, affiliates, employees, agents, directors and other related parties, from any and all rights and obligations, duties, claims, debts, actions, causes of action or liabilities arising out of, or relating to, the seeking or receipt of Community Legacy Funding support pursuant to this Proposal Application and related documents.

Proposal Owner

Signature: Angie Zaegel
 Printed Name: Angie Zaegel
 Title: President/CEO
 Date: 4.28.2023

Project Manager

Signature: Angie Zaegel
 Printed Name: Angie Zaegel
 Title: President/CEO
 Date: 4.28.2023

We ask that you include this page with the submittal of your Proposal Application. Your Proposal Application is not considered complete until the Project Application and the Certifications, Acknowledgements and Release pages are received.

Legacy Funding FULL PROPOSAL

TABLE OF CONTENTS:

PART I: APPLICANT INFORMATION

Project name and description.....	2
The Need	2
Building Design and Schematics.....	9

PART II: PROJECT INFORMATION

Project Cost + Timetable.....	11
Capital Stack + Financing.....	12
Project Team + Financial Partners.....	13
Additional Information	14
Site Control + Zoning	14
Marketing Study + Feasibility	15

PART III: ECONOMIC / COMMUNITY IMPACT

Transformative outcome	16
Leverage Opportunities.....	17
Development Opportunities	17
Local Focus.....	17
Alignment with Community Plan	17
Long Term Sustainability	18
Alignment with identified Community Priorities.....	18

Contact Information
Neighborhood Health
CEO: Angie Zaegel
Email: azaegel@nhci.org
www.mynhfw.org

PART I: APPLICANT INFORMATION

Proposal name:

Neighborhood Health Oxford

Physical address of Proposal:

3501 Warsaw Street, Fort Wayne IN 46806

Name and address of Project Owner:

Neighborhood Health Clinic, Inc – 111 E. Ludwig Rd., Fort Wayne, IN 46825

Describe the proposed Project:

Executive Summary

In 2017 the former L.C.Ward School building located at 3501 Warsaw Street closed its doors. Over the next three years, this abandoned building would sit empty with the hope of new ownership but have few viable options. As a former pillar of light and hope, this property was becoming yet another catalyst to economic decline in the southeast.

In 2020, with the support of community stakeholders, Neighborhood Health conducted a feasibility study to ensure a third clinic location was in line with community needs. In 2021, Neighborhood Health accepted the title and initiated the Neighborhood Health Oxford Project.

This project will first and foremost reverse the issues that blighted properties can bring to neighborhoods. Many times, abandoned buildings contribute to declining housing values, increases in crime, and overall neighborhood economic disinvestment and distress (Urban Institute, 2019). It will, directly and indirectly, affect employment rates and raise median income by (1) providing quality jobs to residents close to where they live and (2) providing healthcare services that will contribute to healthier children and households that miss less work and are more employable.

Lastly, but equally important, this project will address a myriad of health issues – in particular obesity, Type II Diabetes, and infant mortality. These issues among others have plagued the southeast community. In response, Neighborhood Health offers primary care services including wrap-around support with dietitians and an on-site pharmacist. Our care teams also promote nutritional healthy lifestyles and work with patients to develop care plans to help them achieve their personal health goals. Women, Infants, and Children (WIC) nutritional support offers education, nutritional assessments, access to healthy food, and breastfeeding support for new mothers. These key activities will sustain a healthier community and stabilize areas of economic need.

The Need

We know that one of the five domains of the social determinants of health for a community includes health care access and quality care¹. A few important aspects of this include having affordable health insurance, access to health and developmental screenings, access to family

¹ U.S. Department of Health and Human Services. (n.d.). *Health Care Access and Quality*.

Www.Health.Gove/Healthypeople. Retrieved February 1, 2022, from

<https://health.gov/healthypeople/objectives-and-data/browse-objectives/health-care-access-and-quality>

planning services, quality communication with healthcare providers, proper dental care, and proper prenatal and infant care. When assessing the health of an overall community, one must look at the health outcomes of their most vulnerable and disadvantaged populations.

If COVID-19 taught us anything, it was that those in poverty and who are minorities experience health disparities at an alarming rate. In Southeast Fort Wayne, the social determinants of health such as lack of quality healthcare, community context and financial stability are all at work to create the perfect storm. The southeast community is especially burdened with a myriad of health concerns including high rates of hypertension, diabetes, and low birth weight babies. Consider the following benchmarks of Southeast Fort Wayne in relation to statewide data:

Health Issue or Barrier	Indiana State Benchmark	46806	46803	46816
Poverty	13.4%	33.36%	44.07%	18.15
Low-Income	31.6%	63%	67%	51%
Limited English-speaking proficiency	1.7%	7.7%	4.32%	7.63%
Uninsured	8.4% of all	27.61% of all 43.6% of low-income 62.3 % of poverty	29.67% of all 58.8% of low-income 76.9% of poverty	17.36% of all 33.9% of low-income 51.8% of poverty
Give birth to low-birth weight babies	8.1%	10.31%	9.97%	9.96%
Have Diabetes	11.8%	19.3%	18.8%	16.4%
Have High Blood Pressure	35.2%	42.5%	40.9%	39.2%
Have delayed care due to cost	12.6%	18.8%	18.6%	16.6%

These data points paint a stark and clear picture of the need that is before us in the community – especially Southeast Fort Wayne. This coupled with the knowledge of racial health disparities leaves us with a call to action. While we already serve many in these areas, the need is still great:

Population Data		46806	46803	46816
Total Population		24,711	9,425	19,055
Current NH Patients		4,580	1,481	2,776
Racial/Ethnic Minority		77.96%	67.15%	65.53%

Along with this, the high rates of infant mortality, the need for oral care services and access for those served in another language are additional barriers that need to be considered if we are to address the healthcare crisis in Southeast Fort Wayne.

Infant Mortality Rate

The infant mortality rate (IMR) in a community is the measurement per 1,000 infants of those children who died before their first birthday. This is not only an important indicator of infant and maternal health but also a strong indicator of community health². In 2018, Allen County's infant mortality rate was 7.3 compared to a national average of 5.9.³ Infant mortality is at an all-time high and 46806 is among the top ten zip codes in the state—with African American mothers being two times more at risk overall and three times more at risk than their white counterparts (17.3 African American deaths compared to 6.9 white deaths). According to local community data over 50% of these pregnant mothers did not receive early prenatal care. In addition to this, “from 2013 to 2017 in Allen County, African American births accounted for only 15.9% of live births but 33.2% of the deaths”.⁴

Oral Health

Oral health has been called a “window to one’s overall health” (Mayo Clinic, 2019)⁵. It can quickly give clues about more serious conditions such as diabetes, heart disease and cancer. For children, oral health issues can lead to additional setbacks such as nutrition problems, lack of sleep, slower social development and missed school days.⁶

According to the National Association of Community Health Centers, both cost and accessibility are major barriers to proper oral health care in disadvantaged populations (Maxey, 2014)⁷. In fact, 46% of Indiana residents recently said that cost was their main reason for not seeing a dentist⁸ (Indiana Dental Association, 2021). In addition to this, many families lack accessibility to dental offices due to transportation, hours of operation that conflict with work schedule and proximity of offices to their home. We also know that a racial disparity exists for unmet oral health needs.

English Fluency

In 2018, St. Joseph Community's Vulnerable study indicated that 34,724 (10%) of Allen County residents speak languages other than English in the home. Many of these individuals reside in the southeast (46806, 46803, and 46816). In fact, in 46806, 21% of households are Spanish speaking.⁹ Neighborhood Health has direct experience with this statistic as 25% of our patients last year were better served in another language. Studies show that language barriers can lead to delayed healthcare services, ineffective communication between patients and providers, poor chronic disease management and ultimately results in poor health outcomes.¹⁰

² United Way of Allen County & Purdue University: Community Research Institute. (2021, July). *Allen County Community Data*. https://www.unitedwayallencounty.org/uploads/page/UWAC-CRI_Third_party_data_report_7-1-21.pdf

³ Parkview Health. (2020, September). *Making a Difference in Infant Mortality*

⁴ Footprints Fort Wayne. (n.d.). *Equity | Footprints Fort Wayne*. <https://www.footprintsfortwayne.com/footprints/equity>

⁵ Mayo Clinic. (2019, June 4). *Oral health: A window to your overall health*. www.mayoclinic.org/healthy-lifestyle/adult-health/in-depth/dental/art-20047475#:~:text=Normally%20the%20body%27s%20natural%20defenses,tooth%20decay%20and%20gum%20disease

⁶ Greg Facktor & Associates. (2021, April). *Neighborhood Health Community Needs Assessment*.

⁷ Maxey. (2014, February). *Integration of Oral Health with Primary Care in Health Centers: Profiles of Five Innovative Models*. National Association of Community Health Centers. <https://www.aahc.org/wp-content/uploads/2014/02/Integration-of-Oral-Health-with-Primary-Care-in-Health-Centers.pdf>

⁸ Indiana Dental Association. (2021). *INDIANA PLAN FOR ORAL HEALTH*. <https://indental.org/advocacy/indiana-plan-for-oral-health/>

⁹ The St. Joseph Community Health Foundation & Purdue University Fort Wayne: Community Research Institute. (2018, September). *Vulnerable Populations Study*. https://sjohf.org/wp-content/uploads/2019/03/VPS_Selected_Findings_Report_FINAL.pdf

¹⁰ Pandey, M. (2021, July 26). *Impacts of English language proficiency on healthcare access, use, and outcomes among immigrants: a qualitative study - BMC Health Services Research*. <https://bmchealthservres.biomedcentral.com/articles/10.1186/s12913-021-06750-4>

In April of 2021, Greg Facktor & Associates conducted an in-depth analysis and community needs assessment of Neighborhood Health’s service area. In addition to the needs cited above, they found that the Community Needs Index, developed by Catholic Healthcare West, had staggering revelations for specific zip codes within Allen County. This assessment is rated on a scale from 1.0 to 5.0 and considers a wide variety of data including income, education, insurance, housing, transportation and compares needs nationally.

The following zip codes reflect the “need score” (5.0 being the highest need) for Southeast Fort Wayne:

Zip Code	City / Community	Need Score
46803	Fort Wayne	5.0
46806	Fort Wayne	4.8
46816	Fort Wayne	4.8

Economics

A city’s most distressed areas will, in time, disable and stunt the growth of the whole community. The southeast area where Oxford Clinic is located presents a great need with high unemployment rates, double and triple that of other quadrants in the city, and low median household income is almost half of other areas (Southeast Area Strategy, 2020). The need and opportunity for economic growth is palpable. Along with this, we know areas of blight, abandonment, and distress often have negative and long-lasting effects if not replaced with positive and economically generating solutions.

Responding to the Need:

Neighborhood Health (NH) will address these needs through the Oxford Clinic with comprehensive health care and wrap-around services. According to new research, Community Health Care Centers on average provide 24% more savings to patients compared to other providers¹¹. This, in addition to their patient-centered care, makes them a primary choice for those in need. Offering primary services including medical, dental, and behavioral health as well as wrap-around women, children, and infant (WIC) care all in one location allows many of our families to receive services that would have otherwise been without.

Not only this, but the economic impact and benefits of a health center on blighted, low-income, and distressed areas is exponential. Neighborhood Health provides jobs paying better wages, closer to home that create economic activity locally.

¹¹ *What is a Community Health Center?* (2021). [www.Indianapca.Org. https://www.indianapca.org/about-chcs/what-is-a-chc/](https://www.indianapca.org/about-chcs/what-is-a-chc/)



Economic and Social impacts and Benefits of Employment within a community health center



- Fair/minimum living wage for all
- More resilient communities for all
- Improved social cohesion

Community Health Centers can support jobs, keeping people in employment – an important social determinant of health. In addition to providing many jobs, health centers are leaders in providing good jobs.

The availability of good jobs lies at the heart of inclusive, sustainable growth, and eliminating poverty. Good working conditions provide:

- Improved opportunities for all
- Fewer temporary contracts
- Safe and fair work environments
- Reduced poverty
- Improved housing condition
- Opportunities for progression and career development

What makes NH unique? We are a patient-centered medical home (PCMH). This means (1) we have integration and collaboration of primary care services, (2) we are patient-centered seeking to understand the unique needs of specified values and cultures, (3) we exhibit coordinated care not only internally but also externally (4) we have accessible care in terms of location and hours of service and (5) we demonstrate a commitment to quality and safety¹². In a longitudinal study of over 1000 HRSA funded health centers, Patient-Centered Homes were associated with higher rates for diabetes control, hypertension control and colorectal cancer screenings. In addition, these centers lower acute care hospital spending and are associated with fewer emergency visits (2021). NH is also the **only federally qualified health center (FQHC) that includes comprehensive dental services** in the area, demonstrating a commitment to serve all regardless of one's ability to pay. As an FQHC, NH can receive federal funding and upholds federally established healthcare standards.

Neighborhood Health already serves over 20,000 patients each year (20,551 patients in 2021); 87% are low-income with 51% of those living in poverty. Over 5,000 patients have used our sliding fee scale, a service that if not offered would prevent most of them from receiving medical care entirely. We already serve the most underserved zip codes in the county including 46806, 46816, 46802 and 46803; areas that struggle with extreme hypertension, diabetes, high infant mortality, and language barriers in healthcare service. NH's target population includes low-income, uninsured, and underinsured individuals, including those covered by Medicaid and Medicare.

In our new clinic, these services will be even closer and more accessible to those that need them most. In addition, we will be able to break down transportation barriers as we are more accessible for "at your backdoor" quality care. This welcoming space will truly be a community-

¹² *Defining the PCMH*. (2021). <https://Pcmh.Ahrq.Gov/>. <https://pcmh.ahrq.gov/page/defining-pcmh>

centered space that is inviting and utilizes collaborative care. The project will be implemented in several phases as we work to address the most critical needs of the community first.

Primary Services: Medical, Dental + Behavioral Health

In the heart of a medically underserved population, Neighborhood Health (NH) will offer an array of services including on-site family practice, pediatrics, family planning, prenatal, immunizations, preventive screenings, dental (preventative and restorative), nutritional counseling, on-site lab services and behavioral health services. In following our integrative care model, we will have strategically designed quad-pods. Pods will include three primary care rooms and a fourth flex room that can be used for an integrative service such as a dental or behavioral health concern that arises, dietician consultations, WIC services, or social service support. This functional collaborative design will help create a natural flow in holistic care and will work to break down stigmas and barriers to service. For instance, a patient who has come in for a medical concern but also presents signs of depression or anxiety can quickly and seamlessly have a conversation with one of our on-site therapists. Or perhaps a prenatal patient complains of tooth pain during their regular checkup. Our dental mobile unit can use the flex room to perform a quick assessment and schedule a follow-up appointment if needed. This will ensure the best quality care for our patients and will also provide the warm hand-off that is often needed in reaching the medically underserved.

Alleviating barriers of transportation for this community will have a direct impact on population health, especially in terms of infant mortality rates by providing prenatal care and post-partum follow-up visits in a location that is convenient. Families with small children that once may have avoided check-ups due to transportation or proximity concerns will now have easy access to services. Along with this, preventative care services will be more readily accessible including cancer screenings, blood pressure monitoring, and keeping track of A1C levels. Consultation spaces will allow for care coordination meetings with dietitians, RNs, community health workers and other support services that can often be cut short when space or time does not allow. These meetings can better assess social determinants of health and resources that our patients may need.

COVID-19 has taught us the importance of being flexible and prepared for a community health crisis. With this in mind, we have spaces dedicated to this type of pandemic challenge that may arise with areas that can be easily quarantined, sealed, and separately entered into in order to mitigate any infectious disease. We are also equipped with space and processes to administer mass vaccinations. This is vitally important, especially for a community where facilities such as these aren't as accessible.

A few dental services will be available on the first floor, however, the second phase of the Warsaw Street project will be offering a full range of dental services. This includes routine cleanings, exams, and extractions to more detailed care such as crowns bridges, fillings, and other restorative work. A new elevator service will ensure proper accessibility for patients. This is especially important as we research the potential for dental services for those experiencing disabilities. This is another great need not only for the southeast but for Allen County in general. We will continue to assess our capacity and capabilities to offer these types of services.

Lastly, we know that behavioral health is a service that is vitally needed in communities but especially those where health equity is already lacking. While we will offer collaborative care services in flex rooms, we will also have dedicated rooms for counseling and psychiatry services on-site and rooms for virtual therapy. Our LSCW's are trained in several therapies: Cognitive

Behavioral Therapy, Dialectical Behavior Therapy, Motivational Interviewing, Eye Movement Desensitization and Reprocessing, Acceptance and Commitment Therapy. These therapies offer a necessary layer of care to our clients. Their work includes but is not limited to helping treat challenges around anxiety, ADHD, behavioral changes, chronic disease management, depression, parenting, PTSD, stress management, and substance abuse. Our service to all includes those patients in poverty, who are on Medicaid as well as those who are uninsured. For those who are uninsured, they can pay as low as \$5 per visit (at 100% poverty).

Wrap-Around Support:

As part of our all-inclusive and comprehensive care, we offer several wrap-around support programs and assistance that ensure the needs of our most vulnerable patients are met. This includes flexible hours of operations with evening and same day appointments. In addition to our sliding fee scale, we also work with families to help enroll them in health insurance and offer a pharmacy discount program. For our families where English is a second language, we have on-site interpretation services available. We have an entire wing dedicated to our women, infants and children (WIC) services. Support staff are there for mothers as they go through one of the most transformative experiences of their lives with breastfeeding coaching, nutrition education and a supplemental nutrition card for purchasing healthy foods, and health and service referrals. Lastly, we have Community Health Workers and on-site social workers who help connect individuals and families to necessary resources outside of our scope of service. This includes food insecurity, housing needs, educational support, childcare resources, and employment opportunities just to name a few.

Community Center Space

It was very important during the vision development of this project to keep a space dedicated to community engagement and partnerships. We will be restoring the former 1800-square-foot gymnasium into a community room with a separate entrance that can be used for both health related and educational events as well as used by community groups. Imagine, for instance, a bingo night run by collaborative non-profit partners and supported by our Community Health Workers. An event such as this can promote positive social engagements, especially amongst an older demographic. It can not only fight against isolation but also help build the bedrock of trust needed when meeting the medical needs of a community. Additionally, the multi-functional space could also be used for exercise classes, cooking classes, community health education, vaccinations, or community fairs. We know our community already has amazing resources they can bring in our facility that will complement our mission and services. This space is a key component of our integrative health strategy and our intentionality in creatively meeting the needs of our patients.

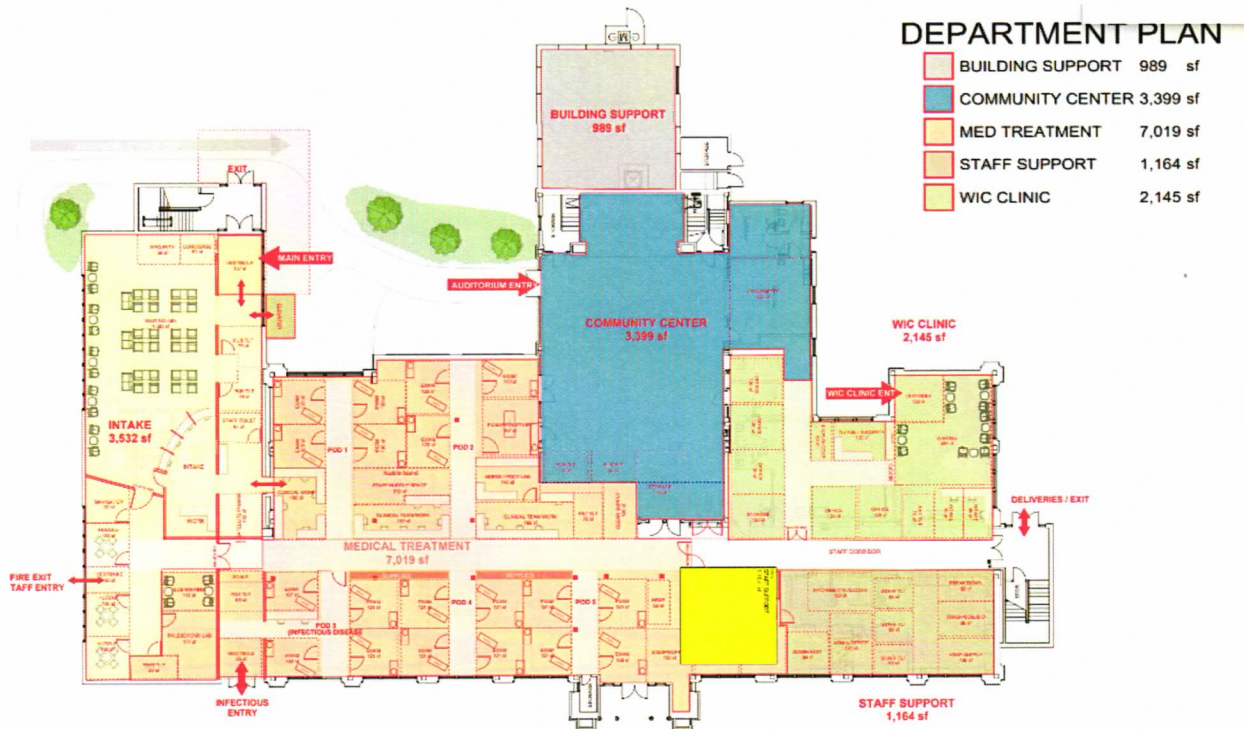


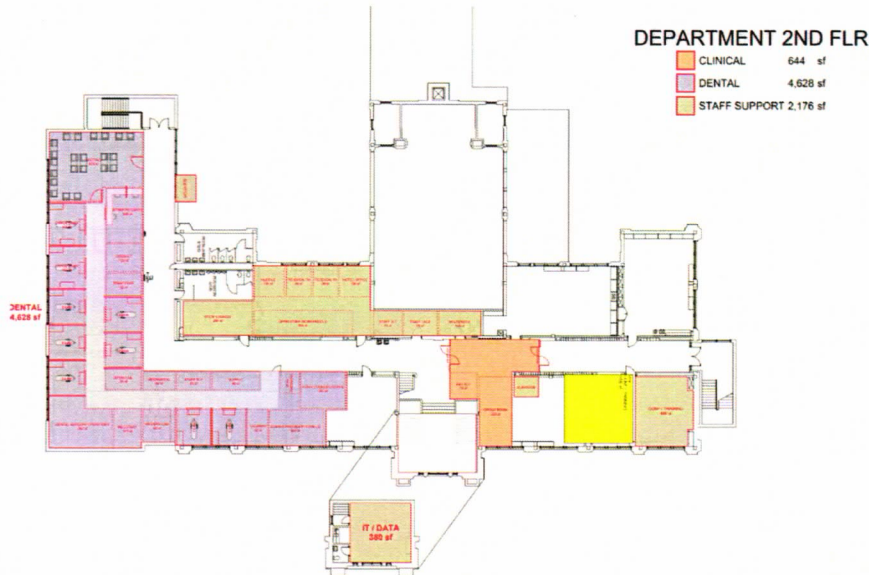
Building Design

The carefully thought through design and strategic spaces in the Neighborhood Health Oxford Clinic will include:

- A two-story building that accounts for 41,000 square feet of space dedicated to primary care and wrap-around support
- A patient-friendly waiting area with privacy barriers and space for social distancing
- Team-based quad-pods for primary care, collaborative care and supportive services
- Consultation space for before and after care, specialized meetings, and privacy
- A wing dedicated to WIC services and wrap-around support with a separate entrance
- An 1,800-square-foot multi-purpose community gathering space equipped with a separate entrance and full kitchen
- A pandemic-functional wing that can be isolated, sterilized and mobilized for infectious disease
- Transitional spaces for mass vaccinations for the community if needed

Each part of this design is being carefully considered for patient safety, high quality service, operational functionality, and an exterior/interior design that celebrates diversity and promotes dignity.





Building Renovations

The building was designed by the famous Architect Leighton Bowers in the late 1920s and was finished in 1931. The building was scheduled to be demolished by FWCS until local community leaders brought attention to the proposed demolition which would leave another vacant lot in the 46806 zip code.

Angie Zaegel, the CEO of Neighborhood Health, her team along with a local developer and construction consultant spent two years investigating and researching the opportunity to repurpose the elementary school into a state-of-the-art health and dental clinic.

Design and management teams have spent the last year fine tuning and preparing the building for its new future as a medical facility. Final bid drawings have been prepared and will be distributed to the local community for competitive bidding this June of 2023. Construction looks to start by late fall of 2023 and be completed by the start of 2025.

The 20-million-dollar investment includes exterior façade repairs to the masonry and limestone and new aluminum windows and storefronts. Roofing systems will also be repaired along with a completely new paved parking lot, landscaping, and an ornamental fence. A new patient drop-off drive will also be introduced off of Warsaw Street.

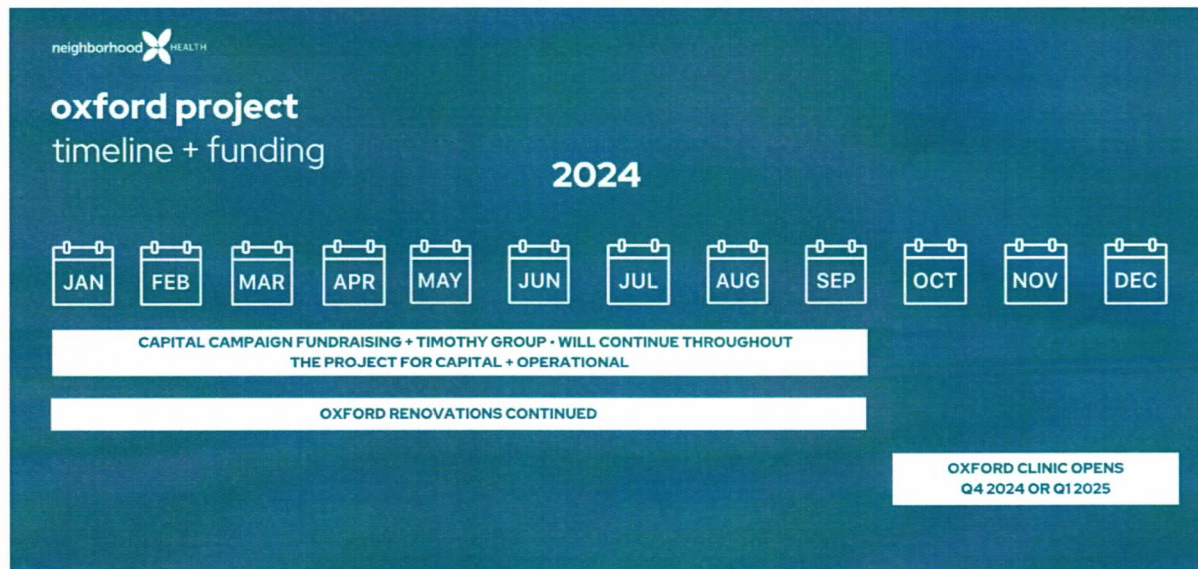
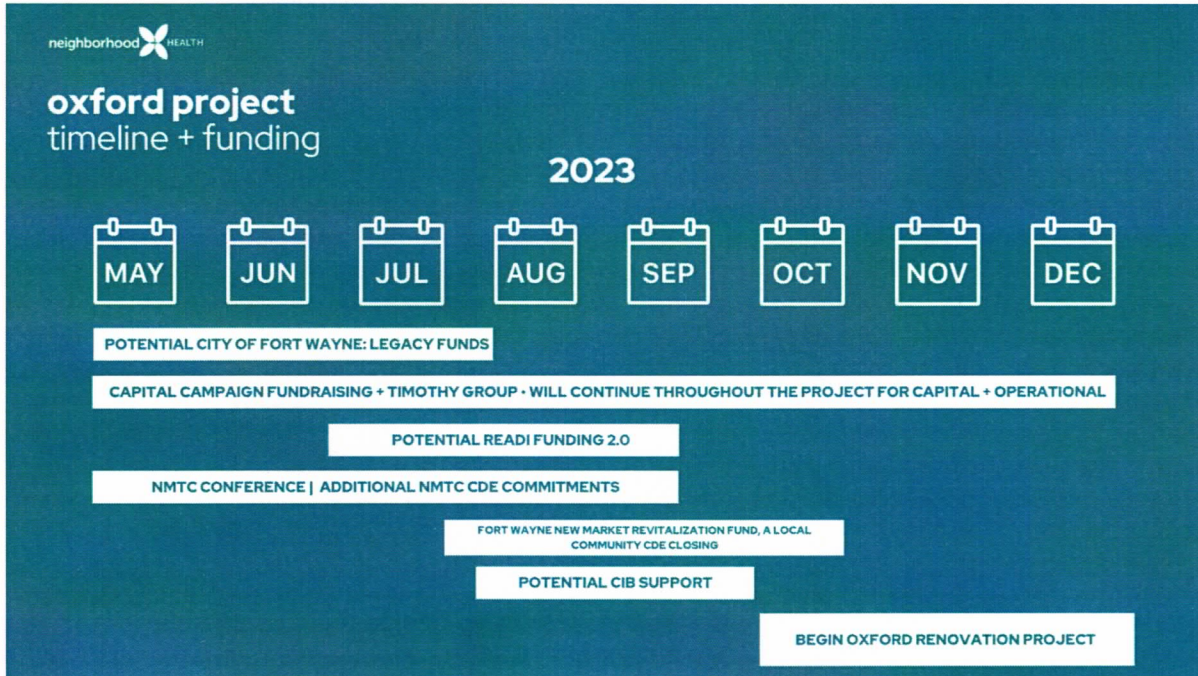
Complete new electrical and mechanical services will also be implemented in the new building along with two new elevators and a one-of-a-kind community center inside the medical facility. The community center will allow staff to engage the community and to offer unique medical and dental educational opportunities. The facility will also have a planned teaching kitchen to assist the local community in diabetic food preparation education.

Additional schematics can be found in Attachment A and Attachment B. (Note: Early Renderings were labeled 'Warsaw Street Clinic' instead of Oxford Clinic based on the street location)

PART II: PROJECT INFORMATION

Project Cost + Timetable

The total project cost is approximately \$20M for renovations and the first-year operational costs. Neighborhood Health has hired Just CM construction management company to ensure we are scaling back and cutting costs where we are able. The following outlines the approximate timetable and opening date.

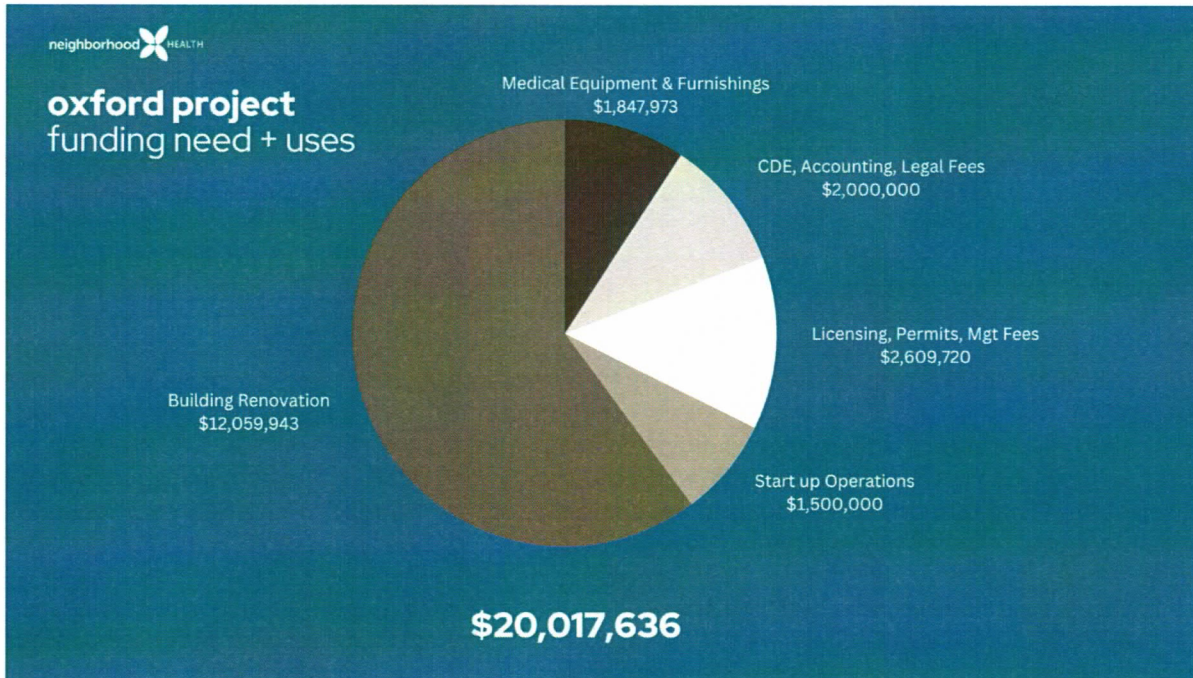


Capital Stack + Financing

Our capital stack includes five main categories of uses detailed below. We also have a wide range of sources; some that are committed and others pending.

Uses:

The uses of funding include medical equipment and furnishings, building renovations, CDE accounting and legal fees, licensing, permits, and management fees and funding for the first year of operations.



A more detailed and itemized budget can be found in Attachment C.

Sources:

With this project cost, we have gained the support of many stakeholders including foundations, donors, banks, municipalities, and economic development agencies. This includes support from Greater Fort Wayne, Inc, and secured approval from the Fort Wayne New Markets Revitalization Fund, a local Community Development Entity. In our first phase of fundraising, we have secured almost \$1,000,000 in funding to date and have several major sources including Do it Best Foundation, the Community Foundation of Greater Fort Wayne, the Delta Dental Foundation, and the Journal Gazette Foundation.

As we continue to seek support, we have large requests that will be made and determined by the end of the summer 2023 from the Capital Improvement Board of Allen County, the IU Foundation, additional NMTC allocation from regional and national CDEs operating within the US Treasury's Community Development Financial Institutions Fund, and the READI 2.0 fund (which Greater Fort Wayne, Inc. has given their support to). We are also prepared to finance a portion of the project with federally backed loans from the division of Health Resources and Services Administration.



Oxford Project Sources

Total Project Cost: \$20M

Legacy Fund Request: \$2M

Committed

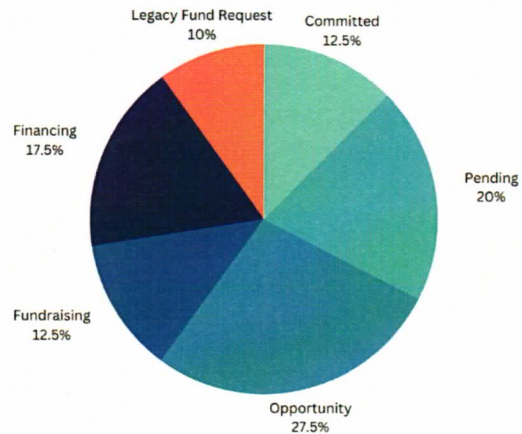
- \$1M in grants and contributions
- \$1.5M NMTC (\$5M in tax credits - City of Fort Wayne)

Pending

- Pending \$2M Capital Improvement Board request
- Pending \$2M IU Foundation

Opportunity

- READI 2.0 funding - Greater Fort Wayne in support
- Additional New Market Tax Credit funding
- Additional Grants + Fundraising



Financing

As a federally qualified health care center, we can apply for a federally secured loan program. This will allow us to finance what we have not secured through our fundraising efforts. We have met with several banks to forecast various scenarios of needing that may be needed. We have not chosen which financial institution we will be using.

Closing + Opening

We anticipate closing by the 4th quarter of 2023 and will immediately begin renovations. The renovation time period will last between 12-16 with an estimated opening in late 2024 or early 2025.

Sustainability

We have built in the first year of operational costs into the capital budget. As a federally qualified health care center, we do have a robust sustainability plan that includes an enhanced Medicaid payment rate that allows us to cover needed wrap-around services. This sustainability model has allowed our organization to both thrive and grow since our FQHC status in 1997. This bi-partisan support on a federal level reinforces the priority and importance of community health centers across the nation. This model will not only benefit this current location but will ensure the original sites can continue to serve other quadrants of the city with the same amount (if not more) of services.

Project Team + Financial Partners

Internal CORE Oxford Team

Our internal team is led by our President and CEO, **Angie Zaegel**, who has over 25 years of health center experience both as a Chief Operations Officer and, since 2016, has been our CEO. Angie has led the organization through several large renovation and construction projects including a second clinic location on E. Paulding Road and the addition of a parking garage and skybridge to our main clinic site.

Our current Chief Operating Officer, **Cindy Geisman**, has worked at Neighborhood Health for six years and previously led operational oversight on Turnstone's multi-million-dollar capital project. She has a master's in business administration and has been working in management, program development and supervisory positions in non-profit and healthcare environments for over 20 years.

Our Chief Quality & Risk Management Officer, **Krista Peak**, is new to the team but comes to us with experience in serving as a project lead at Riley Hospital for Children in Indianapolis to build a \$145M "Riley Maternity Tower," which co-locates outpatient maternal-fetal medicine services with inpatient Level I-Level IV obstetrics for high-risk birthing mothers and newborns on the Riley campus. This is one of only two Level IV designated perinatal centers in the state of Indiana, which is the highest possible level of care.

Our CFO, **Mark Hamilton**, has over 30 years of finance experience with extensive knowledge in financial forecasting, management and implementation of many multi-million-dollar capital projects with healthcare agencies.

Sarah Neace, Director of Mission Advancement, has 15 years of experience in grant writing and development and is serving as the team's fundraising manager. In addition to acquiring grant funding and donor support, she also has experience in managing, tracking, and reporting on large awards ensuring compliance and good stewardship of community funding.

Contract Support

We have hired the following contract support to ensure the project is viable and successful.

Facktor & Associates • 541-531-2588 • gfahealth.com • Andy Eck

Facktor & Associates is a nationally renowned consulting firm with expertise in FQHC development, planning, capital projects, program implementation and integrative services. They have been working alongside Neighborhood Health since 2021 both in preparing our market feasibility study and in enhancing our integrative care and sustainability models.

Just CM Management • 260- 249-5312 • justcm.com • Loren Bunnell

Just CM is our construction management company that has worked to fill gaps of information, cut costs, and forecast potential pitfalls and setbacks to the project.

The Timothy Group • 616-224-4060 • timothygroup.com • Pat McLaughlin

The Timothy Group has done nearly 2,000 philanthropic projects in the area and is well versed in fundraising and capacity building, specifically in terms of capital projects. This fundraising consulting group is coming alongside Neighborhood Health and their board to raise capital and operational support for the Oxford Project.

Site Control + Zoning

Neighborhood Health took ownership of the former L.C. Ward School Building in the summer of 2021. In spring of 2022, the organization held two community meetings to present plans and discuss any questions or concerns with a re-zoning request. This rezoning request went before City Council and was approved with no objections from the Council or community.



Construction Schedule / Plans + Specifications

- See Building Design + Schedule (p.)
- See Attachment A and Attachment B

Feasibility Study + Economic Impact

In the Spring of 2021, before Neighborhood Health took title of the building, it commissioned Greg Facktor & Associates (GFA) to conduct a market study of potential avenues of expansion, barriers and needs in the community for a future location. This 72-page report can be viewed in full (Attachment D). Greg Facktor & Associates found there to be a significant need and feasibility for the Oxford Project:

“NHC addresses a critical need for healthcare among the community it serves. The data presented here confirms a significant need for high-quality, culturally-competent, coordinated, and comprehensive primary and specialty care in the service area. NHC will continue to be a key resource for individuals and families who are uninsured or underinsured as well as for other residents who find it difficult to access healthcare providers in the Fort Wayne area. With the support of its partners on the federal, state and community levels, NHC will continue to adjust and expand its service offerings to close the gap in health disparities in the service area. NHC is in a unique position to address these needs given its long, successful history of serving the most vulnerable communities.” (2021, p.66).

PART III: ECONOMIC / COMMUNITY IMPACT

Transformative outcome

Economic Impact

Though renovations can be costly, the Neighborhood Health Oxford urban revitalization can have exponential positive effects on the community, spurring economic growth. Especially projects that bring together public, private, and governmental investments often have the greatest and longer-lasting impact. Conversely, if these areas are ignored, they are in danger of continued economic decline and urban decay. This project combats the negative effects of blight in a way that integrates long-term community buy-in and stakeholder support.

We know that positive community health outcomes lead to a community's economic prosperity. Harvard Public Health Professor David Bloom who specializes in economics and demography says that many times we think the link runs from income to healthcare. And, while richer individuals (and more global countries) can afford to spend more money on healthcare when they are wealthier, the impact flows in the opposite direction: a healthier population spurring economic growth.

Consider this:

- One-third of all economic growth can be attributed to improvements in population health.
- Healthier communities have a higher annual pay of \$5,302 - which is a big difference for a community where the annual income is \$28,972.
- Healthier communities have \$9,839 higher gross domestic product per capita than their counterparts.
- In 2019, health centers generated over \$63 billion in economic impact (\$31.4B direct and \$32B indirect).
- In Indiana health centers, there is approximately \$6.23 of economic activity generated from every \$1 of funding.

Economic Outcomes

The relationship between a community's health and economic growth goes hand in hand. Healthier communities live longer, do better in school, have lower rates of unemployment and have better attendance at work¹³. Considering the depth of health concerns in this community, the economic impact could be that much greater as individuals and families receive proper care at accessible times and integration with other services. Not only this, but the project will also create 55 permanent jobs that will have an economic impact of \$4,552,346 annually.

Additional Economic impacts include:

- Decreases costly care choices including the use of hospitals and emergency departments
- Increase in a living wage for household incomes
- More accessible opportunities for employment and growth in the workplace

Healthcare Outcomes

As a Federally Qualified Healthcare Center, we focus on several benchmarks each year that include monitoring 2-year-old immunization rates, working to reduce the number of low-birth-weight babies, monitoring, and keeping diabetic A1c levels less than 9, helping to regulate high

¹³ Moody Analytics Report. (2017) Blue Cross Blue Shield. <https://www.bcbs.com/press-releases/blue-cross-blue-shield-association-report-links-social-determinants-the-adverse>

blood pressure/hypertension, ensuring cancer screenings are performed for age/gender appropriate patients, working on tobacco cessation and referrals and follow up from depression screens. Considering the state benchmarks of the neighborhood that the Oxford Project is in (46806) and the surrounding areas (46803 and 46816); tracking this data is all the more important. We will also be measuring other data marks to see if there is an impact on those served who are uninsured and those who received insurance navigation assistance. In addition to this tracking early entry into prenatal care will be of the utmost importance. Along with these healthcare data points, we know that it is important to understand what our patient population thinks of the clinic in terms of accessibility, quality care, and service standards. These elements are measured through a patient survey called Feedtrail – a healthcare-based software that measures quality standards and patient responses in our organization. Outcomes are reviewed quarterly by our Board of Directors and adjustments are made (if necessary) by our quality control team. We also report these outcomes on a yearly basis to the Department of Health and Human Services Administration (HRSA). Our uniformed data set (UDS) performance is benchmarked to other community health centers at a state and national level as well.

Impacting the Greater Fort Wayne Area: Beyond Southeast Fort Wayne

Neighborhood Health's economic and community impact extends far beyond Southeast Fort Wayne. Amongst its 20,000 current patients, Neighborhood Health services every zip code in Fort Wayne. This facility would not only allow the southeast area to have closer access to care, but it would open up more space at our current locations for additional patients all across Fort Wayne to be served. In 2021, Neighborhood Health was in the top quartile of controlled diabetic care for all health centers NATIONALLY. This data was from patients throughout the Fort Wayne area. Health impacts such as these, that ripple into all of our community allow for an overall healthier workforce and an overall better economy.

Leverage Opportunities

Due to the nature of this project, there are multiple entities that are interested in supporting this cause including but not limited to local foundations, the Fort Wayne New Markets Revitalization Fund; a local Development Entity, the Allen County Department of Health, and the Capital Improvement Board. We believe that the investment from the Legacy fund will help in leveraging the full support of those who have not yet officially committed as well as gaining access to additional sources including the READI funds and other national foundations. We have secured funding from local foundations and individual contributions including the St. Joe Community Health Foundation, the Community Foundation of Greater Fort Wayne, ARPA funding through the City of Fort Wayne, and the Delta Dental Foundation.

Development Opportunities

We have previously mentioned that community health centers are “economic engines” of a community. The reasoning for that is multifaceted and includes the attraction of local businesses to start or grow in and around their vicinity. These businesses include grocery stores, retail stores and vendors related to the healthcare industry. Gas stations, small businesses in the neighborhood, and even daycare centers will experience an increased amount of traffic and support.

Local Focus

Neighborhood Health works with one of the largest residency programs, Fort Wayne Medical Education Program. Approximately 70% of these trained staff, future doctors and nurses stay in Northeast Indiana. Neighborhood Health currently employs 190 staff members who live and work in the Fort Wayne area. This growth will give them additional opportunities for training, promotions, and opportunities to keep their talent in-house rather than seeking opportunities

outside of Fort Wayne. Along with this, we know that we are impacting the overall health of the local community, which in turn has long-lasting local effects on the economy.

Alignment with Community Plans

The Neighborhood Health Oxford Project is explicitly mentioned in the plans for the Southeast Area Strategy as a part of the economic development and revitalization plan (p.34). We also have met with leadership from Greater Fort Wayne, Inc who are also supportive of the project. We believe these two entities, along with the Mayoral support shows strong alignment with the community's plan.

Long Term Sustainability

The sustainability of the federally qualified health center is one of the strengths of this project. Not only do we have additional support through higher Medicaid/Medicare reimbursements (See p.13 for additional information), but we also provide integrative care under one roof that allows for multiple service lines to be used in a convenient and non-threatening method. Providers and staff can easily cross-integrate services that are necessary when they are needed and this allows for additional revenue to come to the agency as well.

Alignment with identified community priorities

This request clearly outlines and aligns with the identified community priorities which includes recruiting and retaining 21st Century Talent, Economic Development, Infrastructure, and Quality of Life. Even in the realm of entrepreneurship, Neighborhood Health will help local small businesses to thrive as traffic increases in the area.

Neighborhood Health already works with internship and residency programs to integrate 21st century talent into our healthcare system. We provide opportunities for training and growth. There are reimbursement programs for some student loans through federally backed programs that work along federally qualified health centers to retain talent.

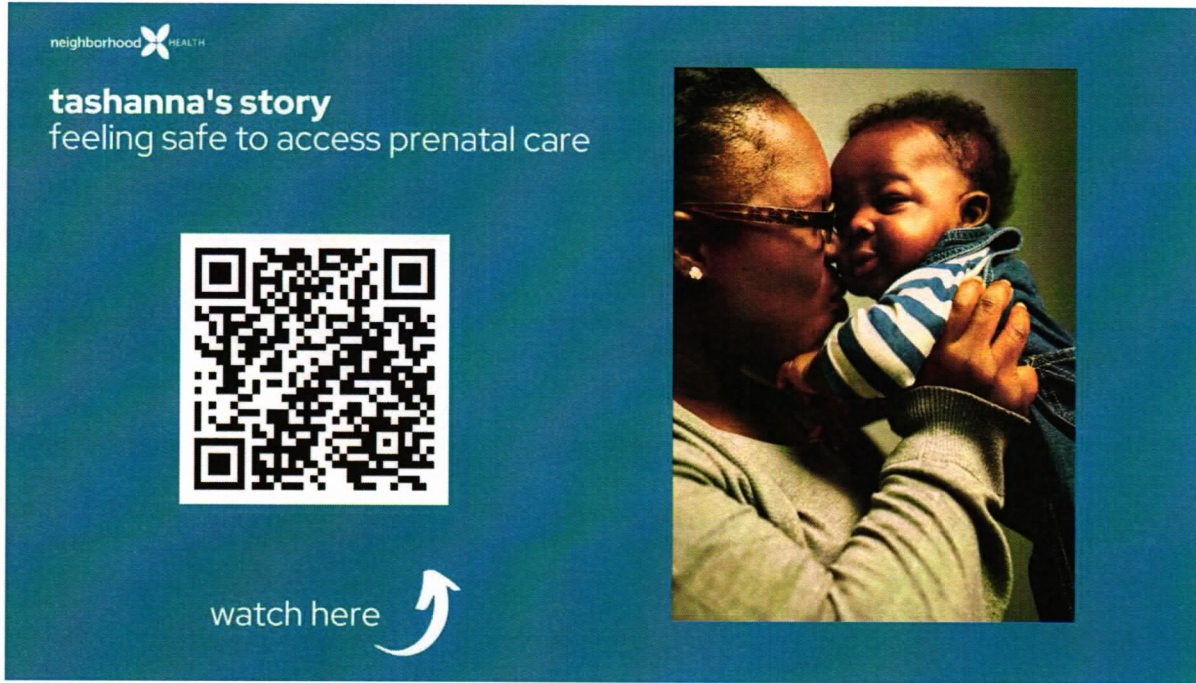
The Economic Development discussed in our transformative project ranges from preventing blight in a community to creating over 150 jobs and income to the area. Economic impacts will also be felt throughout all areas of the city as we expand our services and allow for more patients to be seen at other locations as well.

Most easily, it goes without saying that our project has an undeniable impact on the Quality of Life – both from our staff member's perspective and from our patient's perspective. Staff members benefit from a premier workforce that is positive and life-giving. See Lisa's story below:




The graphic features the Neighborhood Health logo at the top left. Below it, the text reads "lisa's story" in a bold font, followed by "quality of life at neighborhood health" in a smaller font. On the left side, there is a large QR code. In the center, there is a white curved arrow pointing to the right, with the text "watch here" underneath it. On the right side, there is a small video thumbnail showing a woman, presumably Lisa, smiling.


Our patients feel a sense of safety to access care and keep coming back not only when they are sick but for preventative care as well. See Tashanna's story below:



neighborhood HEALTH

tashanna's story
feeling safe to access prenatal care



watch here 

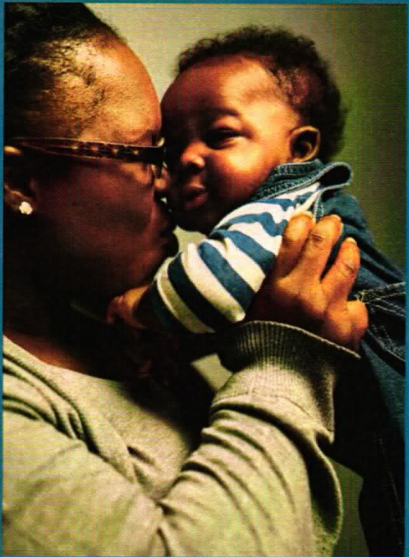


Exhibit 2

Neighborhood Health - Warsaw Street Clinic - \$19.5MM Transaction		
NMTC QEI - \$19.5MM	Sources	Notes
Leverage Financing	\$7,500,000	F&M Bank Direct Source Loan
Legacy Fund Grant	\$2,000,000	Legacy Fund Grant
CIB Grant	\$2,500,000	CIB Allen County Grant
James Foundation Grant	\$1,000,000	F&M Bank will bridge at Close
Capital Fund Raising	\$580,148	Additional Individual and Donor Funds
FWNMRF CDE Equity	\$2,211,300	Valley Bank 39% Tax Credit Purchase of (\$7MM of allocation at \$.81)
CCG (CityScape) CDE Equity	\$1,579,500	Valley Bank 39% Tax Credit Purchase of (\$5MM of allocation at \$.81)
ERF (TruFund) CDE Equity	\$1,421,550	Valley Bank 39% Tax Credit Purchase of (\$4.5MM of allocation at \$.81)
DVCI (Valley) CDE Equity	\$947,700.00	Valley Bank 39% Tax Credit Purchase of (\$3MM of allocation at \$.81)
	\$19,740,198	
USES	Estimates	Notes
Building Renovation	\$11,559,943	Total Project Costs less Soft Costs, Equipment and Total CDE Fees
Soft Costs & General Conditions	\$2,609,720	
Equipment	\$3,047,973	
CDE FEES (Reserved)	\$1,092,562	Reserved Fees
CDE Fees	\$780,000	Upfront Fees
NMTC Closing Costs	\$650,000	Accounting, Consultant, Legal (Estimated)
	\$19,740,198	Total Project Costs

**CITY OF FORT WAYNE
LEGACY FUND
AGREEMENT
WITH NEIGHBORHOOD HEALTH CLINIC**

This Agreement (the "Agreement") is entered as of the Effective Date (as hereinafter defined) by the City of Fort Wayne, Indiana (the "City") and Neighborhood Health Clinic, Inc. ("Recipient") (the City and Recipient being collectively referred to herein as the "Parties"). The Parties, in consideration of the mutual covenants, obligations and agreements set forth herein, agree as follows:

WHEREAS, Fort Wayne Common Council Resolution 12-12-15 (the "Resolution") authorized the expenditure of funds from the Legacy Fund to invest in projects that will have an impact and change within the community; and

WHEREAS, the Parties desire to enter into this Agreement to expand access to quality health care in an underserved area of the City of Fort Wayne through the construction, renovation and redevelopment of a structure which will contain a multi-faceted health care facility; and

WHEREAS, the Parties desire to enter into this Agreement in order to achieve the purpose stated herein in accordance with and subject to the terms and conditions hereof;

NOW, THEREFORE, for and in consideration of the mutual considerations hereinafter set forth, the parties hereto agree as follows:

1. **Purpose of the Agreement.** The purpose of this Agreement is to support a transformational project in the community which will expand access to healthcare opportunities for citizens in an underserved area of Fort Wayne. In furtherance thereof, the City has agreed to award to the Recipient, subject to the terms and conditions hereof, certain financial assistance to construct, renovate and redevelop the former Ward School at 3501 Warsaw Street, Fort Wayne, Indiana for the operation of a full service health care center as part of a long-term strategy to dismantle barriers to healthcare access and to improve overall health care outcomes for the most vulnerable of the City of Fort Wayne's citizens by addressing the high mortality rate for infants in the underserved area.

2. **Definitions.**

a. The "Application" means the Legacy Fort Wayne Fund Application, a copy of which is attached hereto as Exhibit 1 and incorporated hereby by reference.

b. "Project" means the design, development and construction of a federally qualified health care center at 3501 Warsaw Street, Fort Wayne IN 46806, as described in the Application, and in the Detailed Budget and Design Renderings attached hereto as Exhibits 2 and 3 respectively and

incorporated herein by reference.

c. "Facility" means the Recipient's completed and fully operational and occupied improved structure at 3501 Warsaw Street, Fort Wayne, Indiana.

d. "Grant" means the amount of funds described in Section 6 hereof which the City may award to Recipient to pay for a portion of the costs to construct those components of the Project described in attached Exhibit 2, subject to Recipient's satisfaction in all respects of the terms and conditions of this Agreement.

e. "Fund" means the Legacy Fort Wayne Fund, as described in the Resolution.

f. "Effective Date" means the date on which the second of the Parties executes the Agreement.

3. **Term of the Agreement.** This Agreement shall commence on the Effective Date and shall continue until the twentieth (20th) anniversary of the date on which the Facility is issued a Certificate of Occupancy by the Allen County Building Department (the "Term"). The Recipient shall use its best efforts during the Term to conduct normal and customary operations at the Facility without interruption and to develop, maintain and expand the community engagement programs described in the Application.

4. **Investment in the Project.** Recipient will invest the sum of Nineteen Million Seven Hundred Forty Thousand, One Hundred and Ninety-Eight Dollars (\$19,740,198) in developing, constructing, renovating and completing the Project.

5. **Timing of the Grant.** The Grant funds shall be held in escrow in an interest-bearing account until the day immediately preceding the day on which all financing obligations are closed (the "Leverage Funding Day"). On the Leverage Funding Day, concurrently with the closing of all other funding obligations for the Project, the funds shall be transferred into an account for Recipient held by the Project's New Markets Tax Credit (NMTC) investor. The parties acknowledge and agree that the funds shall be used as leverage in the NMTC financing for the Project and will ultimately be deposited into a disbursement account owned by an affiliate of Recipient to be used solely for the Project and no other purpose.

6. **The Grant.** The Grant shall not, in any event, exceed the maximum sum of Two Million Dollars (\$2,000,000) and will be paid, subject to Section 5 hereof and subject to Recipient's performance of the terms and conditions of this Agreement, in a single payment upon Recipient's written request therefor.

7. **Responsibilities of Recipient.** Recipient has made certain representations and covenants to the City in Part III of the Application regarding the Project, including the amount of investment, the community-based programs and community engagement activities to be created and administered and the economic and community impact to be generated by the Project during the Term. Recipient represents and covenants that it will use its best efforts during the Term to continuously maintain, update and improve in all material respects the Facility and the services, programming and activities

associated therewith and will develop, maintain and expand the community-based health care services and community engagement activities all as described in the Application, through the investment to be made by the Recipient. Recipient's representations and covenants are a material inducement to City agreeing to award the Grant to Recipient. In the event Recipient breaches any of the representations or covenants contained in the Application or this Agreement, or otherwise defaults in the performance of any other provision of this Agreement, as determined by City in its sole discretion, the Grant shall be repaid by Recipient pursuant to Section 9 hereof. Without limiting the foregoing, examples of Recipient's default which shall require a repayment of the Grant to City shall include:

- a. The Recipient shall fail to design, develop, construct and operate the Project in totality during the Term as a health care services facility as described in the Application.
- b. The Recipient's community outreach programs and activities described in the Application are not developed or are materially reduced, modified or are eliminated during the Term.

The terms and provisions of this Section 7 notwithstanding, Recipient may from time to time during the Term request the City to permit a material change in the direction or focus of Recipient's community-based programs and/or community engagement activities. Any such request shall be in writing and shall provide a detailed description of the reason for such request and the program and/or proposed modification or activity changes that will result from such request. Each such request shall be considered in good faith by the City which shall take into consideration the reason for Recipient's request and the impact on the community of such change to the program and/or activity changes or modifications. The City may grant or deny any such request by the Recipient in the City's absolute discretion and the City's decision in each instance shall be binding upon the Recipient.

8. Reporting Obligations of Recipient.

a. The Recipient shall submit to the City during the Term, no later than June 30th following the close of the Recipient's most recent fiscal year the information for such preceding fiscal year listed below, in a format acceptable to the City:

1. A description of all services, programs, and community-based activities of the Facility during the immediately preceding fiscal year. The report shall include on a monthly basis the number and description of full and part time positions at the Facility and the number of patients served.
2. Such supplemental and/or clarifying information and data which the City may request in writing after reviewing the information submitted by Recipient pursuant to Section 8.a.1, within fifteen (15) days following City's request.
4. Such other data and information regarding matters relating to Application, the Grant, the Project and the Facility as City may reasonably request in writing within thirty (30) days following City's request.

Recipient shall certify under oath the accuracy of all information in each report submitted to the City under this Section 8.

9. **Non-Compliance**: If the City determines in its sole discretion that the Recipient is otherwise not in compliance with the requirements of this Agreement in any material respect, the City may, upon thirty (30) days written notice to Recipient which shall include a reasonably detailed description of breaches or such breach or non-compliance and which shall provide Recipient the opportunity to explain the reason(s) for and the opportunity to cure such breach or noncompliance, take any action the City deems appropriate in City's sole discretion, including the termination of this Agreement and the reclamation of the Grant funds from Grantee. In the event of such termination prior to the award or receipt of the Grant, the Recipient shall waive and relinquish the right hereunder to request or receive the Grant and the City in its sole discretion shall have no obligation to award or distribute the Grant to Recipient. If the Grant has been paid to the Recipient prior to termination of the Agreement under this Section 9, the Recipient shall repay the Grant or portion thereof to City within one hundred eighty (180) days of City's written request for repayment. The amount to be repaid to the City by the Recipient shall be:

- (a) the entire Grant received by the Recipient, if the date of the non-compliance occurs during the first ten (10) years of the Term; or
- (b) a pro-rated share of the Grant received by the Recipient, based upon the date of non-compliance date during the second ten (10) years of the Term.

10. **Notice to Parties**. Any notice, statement or other communications sent to the City or the Recipient shall be sent to the following addresses, unless otherwise specifically advised.

To the City of Fort Wayne:

Malak Heiny
City Attorney – City of Fort Wayne
200 East Berry St., Suite 430
Fort Wayne, IN 46802
PH: (260) 427-1395
e-mail: Malak.Heiny@cityoffortwayne.org

To Neighborhood Health Clinic:

Angie Zaegel – Neighborhood Health Clinic
1717 S. Calhoun Street
Fort Wayne, IN 46802
PH: (260) 458-2646
e-mail: azaegel@nhci.org

11. **Authority to Bind.** Notwithstanding anything in this Agreement to the contrary, the signatory for the Recipient represents that he/she has been duly authorized by the Recipient to execute this Agreement and to bind the Recipient to each of the representations, covenants, and obligations of Recipient contained herein.

12. **Amendment of this Agreement.** This Agreement or any portion hereof may only be amended by a writing executed by the Parties.

13. **Assignability.** The Recipient shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be withheld at the City's discretion.

14. **Remedies not Impaired.** No delay or omission of any party in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence thereto.

15. **Compliance with Laws.** The Recipient agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances and all provisions required thereby, whether now existing or hereafter enacted, which are included and incorporated by reference herein, in the design, development and construction of the Project, in the management and operation of the Facility, in the community outreach programs and activities, and in Recipient's performance under this Agreement.

Pursuant to I.C. '22-9-1-10 and the Civil Rights Act of 1964, Recipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such person's race, color, religion, sex, disability, national origin, handicap or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

The Recipient affirms under the penalties of perjury that the Recipient does not knowingly employ an unauthorized alien. The Recipient affirms under the penalties of perjury that the Recipient has enrolled and is participating in the E-Verify program as defined in IC 22-5-1.7-3. The Recipient agrees to provide documentation to the State of Indiana that the Recipient has enrolled and is participating in the E-Verify program. Additionally, the Recipient is not required to participate if the Recipient is self-employed and does not employ any employees. The City may terminate for default if the Recipient fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

16. **Governing Laws.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Suit, if any, shall be brought in a court of applicable jurisdiction situated in Allen County,

Indiana.

17. **Entire Agreement.** This Agreement, entered into of even date herewith, and any attachments hereto, contain the entire understanding of the Parties and this Agreement supersedes all prior agreements and understandings, oral or written, with respect to the subject matter enclosed herein and contemplated hereby.

18. **Release and Indemnification.** The Recipient hereby forever releases, acquits and discharges and agrees to indemnify, defend and hold harmless the City, its divisions, departments, officers, employees, representatives and agents (individually, an "Indemnitee" and collectively, the "Indemnitees"), to the extent permitted by law, from and against all claims, demands, charges, causes of action, lawsuits, costs and expenses (including legal costs and attorney's fees) of every kind and nature, both known and unknown and whether now existing or hereafter arising, caused by, related to or in any way associated with (a) the execution, administration, operation or termination of this Agreement, (b) the failure of the City to award or pay the Grant; (c) the repayment of the Grant or any portion thereof to the City, and (d) any act or omission of the Recipient, Recipient's contractors, subcontractors, vendors, suppliers, employees, representatives, licensees, invitees, authorized agents, or the act or omission of any third party in connection with: (i) the design, development, construction, operation, management, control and use of the Facility and its premises; and (ii) any property loss or personal injury (including death) which is directly or indirectly related to or the result of any act or omission to act of any nature by any party which occurs at any time and under any circumstance in, on or about the Facility and its premises. In no event shall the City be liable to any party for or provide indemnification to any party for any direct, indirect, special, incidental, consequential or punitive damages, costs or expenses arising directly or indirectly from any act or omission to act by any party relating in any manner to this Agreement, the Application or the activities described herein or therein or contemplated hereby or thereby. The covenants contained in this Section 18 shall survive indefinitely following the expiration or termination of the Agreement for any reason.

19. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the dates entered below.

The City of Fort Wayne

By: _____ Date: _____, 2023
Thomas C. Henry, Mayor

Neighborhood Health Clinic

By: _____ Date: _____, 2023
Angie Zaegel

Exhibit 3

A New Project for:
Neighborhood Health - Warsaw Street Clinic

01-28-22 | *Schematic Design Renderings*

Project No. 7788



A New Project for:

Neighborhood Health - Warsaw Street Clinic

WIC Entrance | 02



A New Project for:

Neighborhood Health - Warsaw Street Clinic

Clinic Entrance 1 | 03



Schematic Design Renderings
01-28-22
Project No. 7788



A New Project for:

Neighborhood Health - Warsaw Street Clinic

Clinic Entrance 2 | 04



Schematic Design Renderings
01-28-22
Project No. 7788



A New Project for:

Neighborhood Health - Warsaw Street Clinic

Community Center Entrance | 05



Schematic Design Renderings
01-28-22
Project No. 7788





COMMUNITY DEVELOPMENT

Thomas C. Henry, Mayor

Engage • Innovate • Perform

City of Fort Wayne
Community Development
200 East Berry Street, Suite 320
Fort Wayne IN 46802
260.427.1127

MEMO

To: Common Council Members

From: Sharon Feasel – Development Finance Administrator,
Community Development Division

www.cityoffortwayne.org

Date: November 14, 2023

Re: Legacy Fund Grant for Neighborhood Health Center – Oxford Project

Neighborhood Health Center has undertaken a nearly \$20 million development project to renovate the former Ward Elementary School to house a multi-discipline health center. With significant private funding, from multiple funding sources in place the project sponsor received support from the Legacy Joint Funding Committee in 2023. Today we will be submitting a resolution to Common Council asking that \$2,000,000 of Legacy funds be pledged to the project.

Thank you for your consideration and if you have any questions please contact me at 427-2107.

An Equal Opportunity Employer



BILL NO. R-23-11-26

REPORT OF COMMITTEE ON FINANCE

November 28, 2023

Geoff Paddock Chair

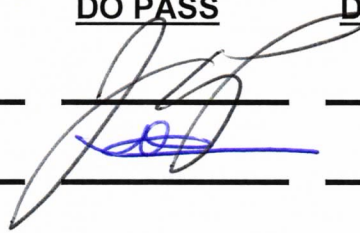
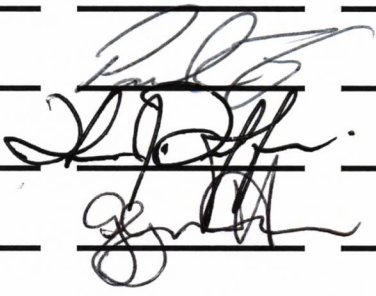

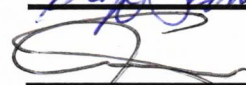
Jason Arp Co-Chair

All Council Members

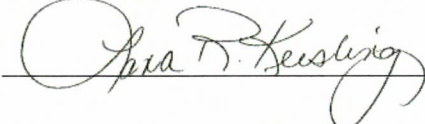
A Resolution approving the distribution of funds from the City of Fort Wayne Community Legacy Fund

Neighborhood Health Clinic – Oxford Street Project in the amount \$2,000,000.00

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Paddock.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilperson Paddock, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: November 28, 2023




 LANA R. KEESLING, CITY CLERK

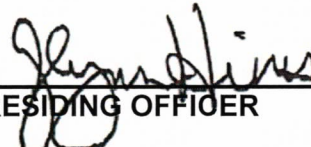
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-23-11-26 on the 28th day of November, 2023

ATTEST:




 LANA R. KEESLING
 CITY CLERK



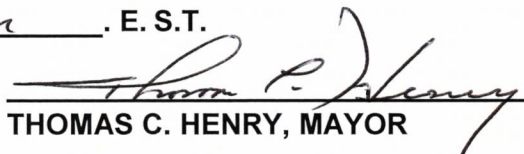
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of November 2023, at the hour of 2:15 o'clock P.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 1st day of December 2023, at the hour of 4:30 o'clock pm E. S.T.



 THOMAS C. HENRY, MAYOR

