

RESOLUTION # 16-90

**RESOLUTION AUTHORIZING THE MAYOR OR CITY ADMINISTRATOR TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE
REDEVELOPMENT OF NORTH BROAD STREET**

WHEREAS, the City of Woodbury (the “City”), the Gloucester County Improvement Authority (“GCIA”), and Inspira Health Network, Inc./Inspira Medical Center Woodbury, Inc. (“Inspira”), wish to enter into a Memorandum of Understanding (Exhibit A Attached) pursuant to N.J.S.A. 40A-12A-1, *et seq.*, in order to set forth the Parties’ roles and responsibilities to successfully establish a coordinated vision for the redevelopment and revitalization of North Broad Street in the City; and

WHEREAS, the Memorandum of Understanding is limited to the Redevelopment of North Broad Street, defined specifically by the properties identified as Block 84, Lots 1, 2, 4, 4.01, & 6; Block 85, Lots 1, 2, 3, 4, 5, 24, 24.01, 24.02, & 24.03; and Block 86, Lots 1, 1.01, 2, 3.01, 6, 7, 13, 14, & 16; and

WHEREAS, the City wishes to authorize the Mayor, or at the Mayor’s direction the City Administrator, to sign and execute the Memorandum of Understanding on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Woodbury, that the Mayor, or at the Mayor’s direction the City Administrator, is hereby authorized to sign and execute the Memorandum of Understanding with the Gloucester County Improvement Authority (“GCIA”) and Inspira Health Network, Inc./Inspira Medical Center Woodbury, Inc. (“Inspira”), on behalf of the City; and

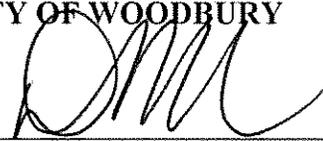
BE IT FURTHER RESOLVED, that the appropriate and authorized City Officials are hereby authorized to execute documents as may be finalized by Council and

the City Administrator to take all steps reasonable and necessary in furtherance of this Resolution.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on May 10, 2016.

CITY OF WOODBURY

By:



DAVID TROVATO
President of Council

ATTEST:


ROY A. DUFFIELD, Clerk

**MEMORANDUM OF UNDERSTANDING (MOU)
WOODBURY NORTH BOARD STREET REDEVELOPMENT**

This Memorandum of Understanding (MOU) is entered into on this _____ day of _____, 2016 between, **Gloucester County Improvement Authority (“GCIA”), City of Woodbury (“City”) and Inspira Health Network, Inc./Inspira Medical Center Woodbury, Inc. (“Inspira”)** and sets forth the Parties’ understanding of their roles and responsibilities to successfully establish a coordinated vision for the redevelopment and revitalization of North Broad Street in Woodbury NJ pursuant to N.J.S.A 40A-12A-1 et seq. (the “LHRL”) for the properties identified as Block 84, Lots 1, 2, 4, 4.01, & 6; Block 85, Lots 1, 2, 3, 4, 5, 24, 24.01, 24.02, & 24.03; and Block 86, Lots 1, 1.01, 2, 3.01, 6, 7, 13, 14, & 16 (the “Redevelopment Area”).

GOALS AND OBJECTIVES

1. Redevelopment and re-vitalization of Inspira Medical Center Woodbury hospital campus and North Broad Street of the Redevelopment Area (the “Inspira Campus”).
2. Draft, adopt, and implement a redevelopment plan for the Redevelopment Area (the “Redevelopment Plan”).
3. Assist Inspira in marketing hospital and related assets to developer(s) whose vision are complementary to goals of the Redevelopment Plan.
4. Identify economic development incentives/grants that aid in redevelopment of the Redevelopment Area.

PARTIES ROLES AND RESPONSIBILITIES

The partnership outlines in this MOU includes the following entities and their designated representatives:

Inspira Health Network

1. Property owner
2. Engage real estate broker to market lease/sale of properties comprising the Inspira Campus as determined by Inspira
3. Deposits \$100,000 in the described escrow fund designated to be used to as provided below (“Escrow Fund”).
4. Co-market hospital and related assets with the GCIA
5. Provide input and approval of Redevelopment Plan and determinations affecting Inspira property before final approval by City.

City of Woodbury, New Jersey

1. Land use regulation (Planning and Zoning)
2. Development and approval of final Redevelopment Plan in coordination with Inspira and GCIA
3. Legal review of municipal planning and zoning regulations/ ordinances to aid in redevelopment of the Redevelopment Area
4. Designate the GCIA as the redevelopment entity under N.J.S.A. 40A:12A-4(c) (the “Redevelopment Entity”).

Gloucester County Improvement Authority

1. Will serve as Redevelopment Entity and project managers for the redevelopment of the Redevelopment Area.
2. Assist the City and Inspira in the development of a final Redevelopment Plan for the Inspira Campus.
3. Holder of Escrow Funds

4. Utilizing Escrow Funds, in collaboration with Inspira, engages professional to perform development study; hires marketing professionals; conducts market research (*See attachment A – Scope of Work*)
5. Issue a Request for Proposal (RFP) for an independent feasibility study for the project area of Inspira Campus.
6. Co-market site(s) in collaboration with Inspira and realtor for the Inspira Campus
7. Identify economic development incentives/grants for the Redevelopment Area

DURATION

The Parties' objectives and roles and responsibilities outlined in this MOU shall commence on June 1, 2016 and shall terminate on May 31, 2017.

TERMINATION:

60 days written notice by any one party

RENEWAL:

Notice of intent to renew on or before March 31, 2017 by all parties

ESCROW

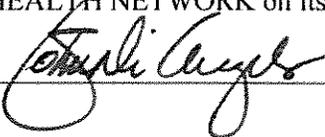
Inspira will place a deposit of \$100,000 into the Escrow Fund with the GCIA. Inspira's total deposits into the Escrow Fund shall not exceed \$100,000 without Inspira's consent. Permitted uses: The GCIA will have authority to use Escrow Funds to engage professionals to perform development study, hiring marketing professionals and conducting market research. The GCIA must advise Inspira of a planned expenditure of Escrow Funds before such expenditures are committed. All other uses must be approved by the parties. GCIA shall provide Inspira an accounting of the use of all Escrow Funds to ensure uses consistent with this MOU.

AUTHORITY AND SIGNATURES

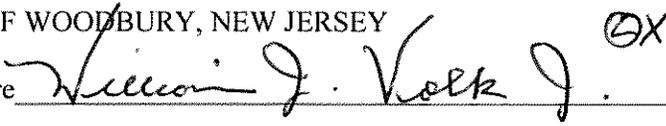
The individuals signing below have the authority to commit the party they represent to the terms of this agreement, and do so commit by signing herein.

SIGNATURES

INSPIRA HEALTH NETWORK on its behalf and on behalf of Inspira Medical Center Woodbury, Inc.

Signature  Date 5/9/16

CITY OF WOODBURY, NEW JERSEY

Signature  ^{OX} Date 5/10/16

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

Signature _____ Date _____

ATTACHMENT A - SCOPE OF WORK

Feasibility Study - Independent feasibility studies to help determine a project's viability. Typical studies may address the following but could include more specific in-depth analysis due to the unique assets of the property.

- Economically viable uses for underutilized property
- Project conceptualization
- Market analysis for all asset and economic conditions
- Comparable and competitive project performance
- Performance estimates and assessment of investment potential
- Capital plan structuring, including RAD financing, bond financing, public-private partnership structuring, etc.
- Economic & tax revenue impact assessment
- Development implementation alternatives
- Focus groups
- Strategic marketing plan

Cost estimate - Feasibility Study - \$ 60,000 – \$85,000

Planning / Legal Review – May be incurred as needed, only in the event third party legal review or planning review is required to fulfill the goals and objectives in the MOU.

Note: (Escrow) Permitted uses: The GCIA will have authority to use Escrow Funds to engage professionals to perform development study, hiring marketing professionals and conducting market research. The Gloucester County Improvement Authority must advise Inspira of a planned expenditure of Escrow Funds before such expenditures are committed. All other uses must be approved by the parties. However, planning and legal cost are limited to a maximum of 15% of the total escrow.

Cost estimated – Planning / Legal Review - \$5,000 - \$15,000 maximum

Marketing Campaign - Once a strategic marketing plan is established, a coordinated series of steps to promote the redevelopment area to private development partners can proceed. Promotion of the areas assets through different mediums may consist of developer's tours and focus groups that will be coordinated through GCIA and the property owner at a minimum.

A maximum investment in a marketing campaign effort may include (television, radio, print, online) using a variety of different types of advertisements within the recommended budget. This step would be on the back end of the Feasibility Study and the level of engagement would be based of the finding of the feasibly study.

Cost Estimate - Marketing Campaign – \$10,000 – \$25,000