

COMMUNITY DEVELOPMENT COMMISSION MEETING AGENDA



August 28, 2025

7:00 PM

Central Point City Hall

140 S 3rd St, Central Point, OR

www.centralpointoregon.gov

10. Meeting Called to Order

20. Roll Call

30. Presentation

A. Annual Audit Fiscal Year 2022/2023

B. Annual Audit Fiscal Year 2023/2024

40. Approval of Minutes

A. Approval of July 17, 2025, Meeting Minutes

50. Discussion Items

A. Resolution Authorizing Financing of Preschool Play Area
Matt Samitore, Parks and Public Works Director

60. Adjournment

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Si necesita traductor en español o servicios de discapacidades (ADA) para asistir a una junta pública de la ciudad por favor llame con 72 hora de anticipación al 541-664-3321 ext. 201.

COMMUNITY DEVELOPMENT COMMISSION MEETING MINUTES



July 17, 2025

7:00 PM

Central Point City Hall

140 S 3rd St, Central Point, OR

www.centralpointoregon.gov

1 Meeting Called to Order

Mayor Browning called the meeting to order at 8:50PM.

2 Roll Call

The following members were present: Mayor Tanea Browning, At Large Rob Hernandez, Ward II Kelley Johnson, Ward IV Brian Whitaker.

The following members were absent: Ward I Neil Olsen, At Large Michael Parsons

The following staff were also present: City Manager Chris Clayton, City Attorney Sydnee Dreyer, Parks and Public Works Director/Assistant City Manager Matt Samitore, and City Recorder Rachel Neuenschwander

3 Approval of Minutes

A. Approval of June 26, 2025, Meeting Minutes

Motion: Approve

Moved By: Rob Hernandez

Seconded by: Kelley Johnson

Roll Call: Members Tanea Browning, Rob Hernandez, Kelley Johnson, Brian Whitaker voted yes. None voted no.

4 Discussion Items

A. Resolution Authorizing Financing of Preschool Play Area

Matt Samitore, Parks and Public Works Director/Assistant City manager, presented the resolution authorizing financing for the

preschool play area. He explained that this resolution would authorize an intergovernmental agreement between the city and the development commission, allowing the city to fund the preschool playground discussed earlier. The development commission would then repay the city's general fund over time, with a maximum amount of \$180,000, which represents the highest range estimate for the playground.

Matt noted that similar agreements had been entered into in the past. He mentioned that the community center is located in the urban renewal area, based on an amendment made several years ago, making these funds appropriate for the development commission to repay the loan. He also pointed out that there were still some blanks in the intergovernmental agreement:

1. The loan amount was set at \$180,000, which is the highest estimate.
2. On page 9 of the packet, the commission's maximum indebtedness needed to be inserted. He clarified that these amounts were included in the resolution:
 - Maximum indebtedness: \$43,001,775.30
 - Current remaining balance: \$38,222,205.77

Matt raised a question about whether the city would charge the development commission interest for this loan, noting that he was unsure of what had been done historically. He mentioned that neither Steve (who had left) nor Tessa (who hadn't started yet) were available to provide insight on this matter. Matt also pointed out that if the development commission approved the agreement that night, they would need to bring it back at the next meeting for the City Council to authorize signing from their side. He explained that this step was inadvertently omitted from the current meeting's agenda.

After some discussion, it was decided that, due to various factors such as staff changes, vacations, and the Fourth of July holiday, it would be best to postpone the decision on this item. The commission agreed to hold off on the resolution and bring it back at a later date when all the details could be finalized.

Given the need for further clarification and preparation, the commission decided to revisit this item at a future meeting when all necessary information and approvals could be obtained.

5 Adjournment

Brian Whitaker made a motion to adjourn. All said aye and the meeting was adjourned at 8:56 PM.

The foregoing minutes of the July 17, 2025, Council meeting were approved by the City Council at its meeting of _____, 2025.

Dated:

Mayor Tanea W. Browning

ATTEST:

City Recorder



DEPARTMENT: Administration **MEETING DATE:** August 28, 2025

STAFF CONTACT: Matt Samitore, Parks and Public Works Director

SUBJECT: Resolution Authorizing Financing of Preschool Play Area

SUMMARY AND BACKGROUND:

The City of Central Point and Jackson County are collaboratively developing a joint-use facility that will serve multiple community needs. As part of the facility design, a preschool play area has been incorporated to support early childhood programs and enhance community access to outdoor recreational space.

To facilitate the timely construction of the playground, the City will initially fund the estimated \$180,000 cost through the general fund. However, consistent with the Downtown & East Pine Street Corridor Revitalization Plan—a plan adopted by the Central Point Development Commission (Urban Renewal Agency)—the City will be reimbursed for the playground costs through an intergovernmental agreement (IGA) with the Development Commission.

ORS 457.190 and Section 1.6.8(E) of the Revitalization Plan authorize the Development Commission to accept and repay loans for the purpose of undertaking urban renewal projects. The Community Center and associated playground improvements were incorporated into the Plan through a substantial amendment approved by both the City Council and the Development Commission in 2022. The Commission’s remaining indebtedness capacity exceeds \$38 million, well above the reimbursement amount.

The Development Commission intends to use its tax increment revenues to repay the City (budget dependent) and has sufficient projected revenue to fulfill this obligation under the terms of the IGA.

PREVIOUSLY DISCUSSED/DECIDED:

FINANCIAL ANALYSIS:

The attached IGA authorizes the City to move forward immediately with construction of a playground facility at the new community center/preschool site with provisions for the City’s Urban Renewal Agency to reimburse the General Fund for playground-related expenses at a later date.

LEGAL ANALYSIS:

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:
Strategic Priority - Community Investment

GOAL 3 - Provide opportunities for youth education, recreation, and support. (Kids are the future. Happy, well-adjusted kids are the canary in the coal mine for true community/ family well-being).

ATTACHMENTS/EXHIBITS:

- 1. IGA - Play area Equipment - Community Center 8-21-25
- 2. DC Reso Approving IGA - Playground Equipment - Community Center

STAFF RECOMMENDATION:

Make a motion to approve the Resolution.

RECOMMENDED MOTION:

I move to approve Resolution No. 2025-_____ a Resolution of the Central Point Development Commission authorizing the financing of the Community Center Preschool play area project through the use of an Intergovernmental Agreement with the City of Central Point.

Intergovernmental Agreement to Make Financing Payments

This Intergovernmental Agreement to Make Financing Payments is dated as of _____, 2025, and is entered into by and between the Central Point Development Commission, Oregon (the “Commission”) and the City of Central Point, Oregon (the “City”). The parties hereby agree as follows:

Section 1. Definitions and Recitals.

1.1 Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this Intergovernmental Agreement that are defined in this Section 1.1 shall have the following meanings:

“Area” means the Central Point Urban Renewal Area described in the Plan.

“Loan” means the loan evidenced by this Intergovernmental Agreement in an amount not to exceed \$180,000 from the City’s general fund on behalf of the Commission to finance the Project.

“Plan” means the Downtown & East Pine Street Corridor Revitalization Plan approved by City Ordinance No. 1955, and amended by the City in 2022 as Ordinance No. 2091, as that plan may in the future be, amended.

“Project” means a portion of the projects described in the Plan, specifically construction of a playground for the preschool to be located at the Central Point Community Center.

“Tax Increment Revenues” means all revenues that the Commission collects for the Area under the provisions of Article IX, Section 1c of the Oregon Constitution and ORS Chapter 457.

1.2 Recitals.

(A) The City desires to enter into this Intergovernmental Agreement to loan funds for the construction of the Project on behalf of the Commission.

(B) The Commission desires to enter into this Intergovernmental Agreement to repay the Loan for construction of the Project

(C) The Project is properly described as urban renewal project in the Plan.

(D) The Commission is authorized to spend Tax Increment Revenues to pay for the costs of the Project.

(E) The Project will assist the Commission in carrying out the Plan.

(F) The City and the Commission have determined that financing the Project through an Intergovernmental Agreement as allowed by ORS 190.010 is more cost efficient than external financing methods, is financially feasible, and is in the best interests of both parties.

(G) The Commission’s maximum indebtedness is \$43,177,530, and has a current remaining balance in excess of \$38,220,577 available prior to executing this Intergovernmental Agreement.

Section 2. The Financing Payments.

2.1 Loan Terms.

The Loan will be made from the City's general fund. The Commission hereby agrees to repay the Loan no later than July 1, 2035. The principal and interest may be repaid in periodic increments or as a lump sum by July 1, 2025 as cash flow permits within the Area.

2.2 Interest.

The Loan shall bear interest at the rate of 4.6% per annum, which shall begin to accrue on the date the City makes its first payment toward the Project, calculated on a 30/365 day basis until repaid.

2.3 Security for the Obligation of the Commission to Pay the Financing Payments.

This Intergovernmental Agreement shall constitute indebtedness of the Commission in a principal amount that is equal to the Financing Amount. The Commission is obligated to make the payments due under this Intergovernmental Agreement solely from the Tax Increment Revenues. Pursuant to ORS 287A.310, the Commission pledges the Tax Increment Revenues to pay the amounts described in Section 2.1. The pledge that secures this Intergovernmental Agreement shall be superior to all other pledges or commitments of Tax Increment Revenues that the Commission makes, unless the City agrees in writing to subordinate its claim against the Tax Increment Revenues or to grant a lien on the Tax Increment Revenues on parity. However, the pledge that secures this Intergovernmental Agreement shall have a lien on Tax Increment Revenues that is equal to the lien that secures other indebtedness of the Commission issued to the City and secured by a pledge of the Tax Increment Revenues.

Section 3. Prepayment.

The Commission may prepay the amounts due from it under this Intergovernmental Agreement.

Section 4. Estoppel.

The Commission hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Intergovernmental Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Intergovernmental Agreement, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Intergovernmental Agreement is a valid and binding obligation of the Commission that is enforceable against the Commission in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws or judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

Section 5. Title.

The City shall not have a lien on or security interest in the Project.

Section 6. Miscellaneous.

6.1 Binding Effect. This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the Development Commission and the City and their respective successors and assigns.

6.2 Severability. In the event any provisions of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

6.3 Amendments. This Intergovernmental Agreement may be amended only by a writing signed by both parties.

6.4 Execution in Counterparts. This Intergovernmental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

6.5 Applicable Law. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Intergovernmental Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Jackson County, Oregon, or any court in the State of Oregon where jurisdiction and venue are proper.

6.6 Rules of Construction. References to section numbers in documents that do not specify the document in which the section is located shall be construed as references to section numbers in this Intergovernmental Agreement.

6.7 Headings. The headings, titles and table of contents in this Intergovernmental Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the Commission and the City have executed this Intergovernmental Agreement as of the date indicated above.

Central Point Development Commission, Oregon

Taneea Browning, Chair

City of Central Point, Oregon

Taneea Browning, Mayor

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CENTRAL POINT DEVELOPMENT COMMISSION
AUTHORIZING THE FINANCING OF THE COMMUNITY CENTER
PRESCHOOL PLAY AREA PROJECT THROUGH THE USE OF AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CENTRAL
POINT**

WHEREAS, the Central Point Development Commission (“Development Commission”) is authorized by ORS 457.190(1) and Section 1.6.8(E) of the Downtown & East Pine Street Corridor Revitalization Plan (“Plan”), an urban renewal plan of the City of Central Point (“City”) to accept loans for the purposes of undertaking and carrying out urban renewal projects; and

WHEREAS, the Plan, pursuant to ORS 457.190(3) includes a Maximum Indebtedness amount of \$43,177,530 having a current remaining balance in excess of \$38,220,577; and

WHEREAS, the Community Center was included in a substantial plan amendment for the Plan approved by the City Council and the Development Commission in 2022, which such Community Center has been designed to include construction of a preschool play area (the “Project”); and

WHEREAS, ORS 190.010 provides legal authority for the City and the Development Commission to enter into a binding Intergovernmental Agreement; and

WHEREAS, the Development Commission is prepared to enter into an Intergovernmental Agreement (IGA) with the City for a loan to fund the Project in the amount of approximately \$180,000; and

WHEREAS, the Development Commission will use its tax increment revenues to pay all amounts due the City per the IGA; and

WHEREAS, the Development Commission is projected to have sufficient tax increment revenues necessary to meet its financial obligation as stated in the IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL POINT DEVELOPMENT COMMISSION:

Section 1. The Central Point Development Commission approves this Resolution authorizing the Urban Renewal Chair or her designee to enter into an Intergovernmental Agreement with the City of Central Point to evidence the Loan for the Project in an amount of approximately \$180,000 and to obligate the Commission to repay the loan with tax increment revenues attached hereto at Exhibit A.

Section 2. The Development Commission Chair, or her designee, is authorized to negotiate any and all documents to complete the Agreement and transactions related to the Loan and repayment.

Section 3. This Resolution shall be effective immediately upon its adoption.

PASSED by the Development Commission and signed by me in authentication of its passage this _____ day of August 2025.

Central Point Development Commission

Tanea Browning, Chair

Attest:

City Recorder