



106 A Ave., PO Box 208
Seneca, OR 97873
(541) 542-2161
www.SenecaOregon.com



CITY COUNCIL REGULAR MEETING December 13th, 2018

Council Present:

Brad Smith
Barbara Northington
Lilly Foster
Melissa Pettyjohn

Public in Attendance

Matt Wenick
Shane Koppel

City Manager/Recorder Raamin Burrell
Minutes taken and recorded by Raamin Burrell

Meeting called to order by Mayor Smith at 6:00 p.m.

Open Floor: Mayor Smith read the agenda item aloud and called for open floor items. Shane Koppel gave his notice to the City to resign his position as of December 30th, 2018. City Manager Burrell asked that he submit an actual signed letter to the office. Mr. Koppel thanked the City for the employment opportunity and left the meeting.

In the Council packets, the Council was provided with information regarding a gentleman, Mr. Richard Eatwell, living in an RV on a residential property with no water or sewer access. It has been discussed with the city attorney, and Mr. Eatwell had been served a nuisance notice very shortly after this was brought to the attention of the City office. The nuisance notification stated the city codes he was in violation of and that he had a very short amount of time to correct the nuisance (stop living in the RV), to leave entirely, or find someplace else to move the RV to that had appropriate hookups, like the RV park in town. He complained about the costs of the various local RV parks being too high for him and wanted to appeal to the Council to allow him to stay. Mr. Eatwell has contacted the City office several times since he was served notice, but does not seem to understand that there are laws that he is breaking. He's come up with several ideas or possible ways around the laws, but it all comes down to cost and timing. At one point he was willing to pay the liens held by the City on the one of the adjoining lots so that it would be less involved to place the accessory building on it. But again, an accessory building, by itself, is not allowed on a residential lot without a dwelling already in place and having an active utility account. He claims his local contacts and the property owner never told him about any laws or regulations and that he didn't even realize that Seneca was incorporated.



City Manager Burrell started by stating that the gentleman living there was supposed to attend the meeting, but didn't show up. The information, as of that day, was recounted for the Council. The gentleman's story is that he wants to place a very small building on the lot, essentially a large bathroom, with RV hookups, and continue to live in the RV. Mayor Smith stated that was not allowed by the code as the building was too small. Councilor Pettyjohn stated that he couldn't hook an RV directly up to the water and sewer because it didn't qualify as a dwelling, and the liens against that property had to be paid before the City could allow a connection to be made. The day of the Council meeting he submitted a planning permit with the square footage the building being only 64 square feet, obviously this is not allowed as it would be considered an accessory building with no actual dwelling being on the lot. City Manager Burrell stated that he was concerned about removing the RV from the lot due to mechanical difficulties. While the City cannot tell him to move or remove the RV, it was made very clear to him that he cannot live in it. The RV could be left on the lot, as it's private property, but he would have to find someplace else to live. She recommended that he search out inexpensive places nearby that he could rent for the winter, then the subject could be revisited in the spring if he was still interested in pursuing this. Councilor Pettyjohn asked about the removal of the previous trailer on the lot in relation to this situation. The City removed the other trailer because it was in the way of the abatement of the dangerous building on one of the adjacent properties, which is when it was determined that someone was living in it, so the City did not replace the trailer. Also, the person living in it did not own it, nor had the trailer been registered by the previous owner in at least 10 years. So, as long as the new person, Mr. Eatwell, wasn't going to live in it, legally, it could be left on the property. Councilor Pettyjohn asked Mayor Smith what he thought about leaving the trailer there and he stated that the City should not allow any of it. If they (Mr. Eatwell and the owner) are not going to conform to the City code then the lot should remain empty. Councilor Foster asked about the legality of leaving the RV on the lot. After a bit of discussion, it was explained that while it wasn't illegal for it to be parked on private property, like for storage, it was illegal for anyone to live in it. Allowing the RV to remain there might encourage Mr. Eatwell to return and live there again, or someone else to take his place. Councilor Pettyjohn just thinks that there needs to be communication with the City Attorney to be sure what our options are and what we can legally do. However, since he doesn't even own the property, there could be a legal issue there with him squatting on the property. However, squatting would be up to the owner to deal with, not the City, other than what we are doing now, which is encouraging him to find appropriate accommodations due to it not being legal for him to live on any of those properties at this time. Councilor Northington commented that the public restrooms at the park aren't even open anymore for the winter season, so there's no public restrooms for him to take advantage of. Mr. Eatwell stated that he was using the RV dump station behind city park, but no one had seen the RV move since it had been parked there. Councilor Foster asked about calling the Sheriff's Dept. to have him removed. City Manager Burrell stated that in the notice he was told that the Sheriff's Dept. had been notified of the situation and would be called if necessary. Mr. Eatwell was supposed to plead his case to the Council, but claimed that he was kind of shy and



didn't do public speaking. Councilor Pettyjohn and Northington stated that according to the city code, what he's doing is not and will not be allowed. Councilor Pettyjohn asked what the due date was for him to be in compliance? Mr. Eatwell had originally been given until December 10th, but he wanted to plead his case to the Council, so it was moved to await the Council's decision. The Sheriff's Dept was notified of the change in due date and will be asked to be present when he is served the Council's decision tomorrow.

Mr. Wenick brought up a question about liens. He stated that he'd seen where people could still live on a property even though it had a lien on it and thought that what we were doing was incorrect. It was explained to him that the city held liens are for not paying the fees for city utilities, for which the city code states that services will not be restored until all liens are paid in full, and the city code says that you cannot live on a property within city limits that has no utilities. Once explained, he understood the process in that it was different from a lien held by a mortgage company or an owner against a renter. Another discussion was held by the Councilors about the decline in available affordable housing and that was contributing to the regular influx of homeless people who keep attempting to live on vacant properties with no services. Councilor Pettyjohn confirmed that Mr. Eatwell would be served a notice tomorrow with the Council's decision and that the Sheriff's Dept. would be notified.

Councilor Pettyjohn asked what the findings were as to the flushing of the fire hydrants. City Manager Burrell stated that John Day flushes their hydrants once a year with random checks throughout the year. Jerry Wayne Pettyjohn, the former lead maintenance person, flushed the hydrants in town more often to have something to do. Councilor Pettyjohn confirmed that Jake DeRosier was the lead maintenance person and that he would be the one to flush the hydrants and check them.

Approval of November 13th, 2018 Minutes: Mayor Smith read the agenda item aloud, confirmed that the Council had read the minutes and asked for any corrections or changes. None noted. Mayor Smith called for a motion to approve and sign the minutes.

-Councilor Pettyjohn made the motion, Councilor Foster seconded it. All in favor, motion passed to approve and sign the minutes.

Decorating a Tree for the Holidays: Mayor Smith read the agenda item aloud. Mayor Smith said he had no idea about this. City Manager Burrell stated that a couple people had mentioned it both last and this year, but it hadn't been brought up in Council. The city doesn't own lights or decorations so it was up to the Council to decide what to do and what tree(s) to decorate. Mayor Smith suggested his trees, Councilor Pettyjohn suggested planning ahead next year and have the students help. A suggestion was made to decorate the trees at the City Park along the highway since there was power



close by. Mayor Smith said let's do it. The Council was in agreement to decorate a few trees this year and we'll plan further ahead next year.

Resolution 12-18: Adoption of Bulk Water Rates: Mayor Smith read the agenda item aloud. City Manager Burrell stated that the city had been contacted by a contractor that was bidding on a job on the 17 road and were wanting to buy bulk water for their uses. She contacted Monte Legg at John Day to confirm that the city could rent their flowmeter, charging the contractor the fee, but we didn't have a bulk water rate established. Director Walker confirmed that the city's water supply would not be compromised by them drawing what they need. Councilor Pettyjohn asked how much water they were projecting to need, with the answer being a guesstimate of a total of 568,000 gallons over the three-month period the job was due to last. Mayor Smith said that he knew that we had a good well, but he didn't understand why they wouldn't draft out of the Silvies' river? City Manager Burrell said she didn't know, but that it seemed like the contractor was just trying to cover all their bases before submitting a bid for the project. Councilor Northington said it would bring the city some extra money and provide a fee for future use. Mayor Smith called for a motion to approve and sign the Resolution.

-Councilor Northington made the motion, Councilor Foster seconded it. All in favor, motion passed to approve and sign Resolution 12-18.

Cleaning Services Contract Review and Approval: Mayor Smith read the agenda item aloud. City Manager Burrell stated that during the previous meeting it was discussed and decided to have her maintain city hall through the winter, then to advertise for the cleaning of the hall and public restrooms in the spring. As cleaning and maintenance of the hall is not in the job description as accepted by the Council, it's appropriate to have a separate contract for extra work to be done. Mayor Smith called for a motion to accept and sign the contract.

-Councilor Northington made the motion, Councilor Foster seconded it. All in favor, motion passed to accept and sign the cleaning services contract for Raamin Burrell to clean City Hall during the winter.

Public Works Director Information: Mayor Smith read the agenda item aloud. City Manager Burrell stated that Josh Walker is officially resigning as Public Works Director with the intent of becoming a contractor for the city that would provide the same services. This would allow him and his private construction company to bid competitively for construction projects in town. There are acceptable contracts to the DEQ and OHA to do this and they will be worked on and ready for the next meeting. With Mr. Koppel's resignation, she will discuss having Mr. Walker stay on until those contracts are final and/or Lead Maintenance DeRosier attains his sewer certification.



Director Walker was holding off on having DeRosier certified due the change in complexity level with the new Wastewater Facility Project. Mr. Wenick stated that as far as he knew, it would be required for the city to put that contract job out for bid via RFQ, not just to write a contract and sign Mr. Walker up. If not then he knows that there is some document that has to be filed somewhere to role Mr. Walker over into a contract position and that the city needs to look it up. City Manager Burrell stated that was not what she was told by the DEQ and OHA when she called and spoke to them, but she would confirm the process and the city would act accordingly. Councilor Pettyjohn stated that it was of the utmost importance to get DeRosier certified in the sewer as soon as possible, to start working on it now. City Manager Burrell agreed that it was now necessary to get his training finished. Mr. Wenick made a comment about how Mr. DeRosier's contract was adjusted by Director Walker without Council approval. City Manager Burrell reminded Mr. Wenick and the Council that the only contract that required Council review was hers as hers is an appointed position. As Director Walker and Lead Maintenance DeRosier are regular employees, it falls under the purview of the next level supervisor, which is Director Walker.

Approval and Signing of Final Plan Review for Wastewater Facility

Plan: Mayor Smith read the agenda item aloud. City Manager Burrell pointed out the full plan as it was on the Council table. Mayor Smith asked if she'd read it. She said she'd skimmed it, but was already aware of the changes that were made between prior drafts and the final product. Mayor Smith called for a motion to sign the final document.

-Councilor Foster made the motion, Councilor Northington seconded it. All in favor, motion passed, to approve and sign the final plan review.

Unsolicited Land Purchase Proposal: Mayor Smith read the agenda item aloud. He thought that we'd already discussed it. Councilor Pettyjohn wondered why they submitted a proposal when the city had decided to look into the leasing option. City Manager Burrell provided all of the requested information to the Council in their packets, including what would be involved in leasing versus selling the property. The Jahn's decided to submit a proposal anyway, since they are determined to buy the property, not deal with the liability of leasing it. All of the Council's questions and requirements were adhered to in this proposal. Councilor Northington had a couple of questions. She knew the lot included the pond and though that at least the section with the pond should remain as city owned. Councilor Pettyjohn interjected that at the last meeting part of the Council was in agreement not to sell because of that pond. Councilor Northington stated that she would like to have seen a business plan in the proposal that included job creation, building plans, and a full description of the business. If the lot is going to be used industrial then she wants to know more. City Manager Burrell stated that after explaining the city code as it pertains to having a "public or semi-public use" space on an industrial lot requires that the lot is owned by



the business that would be providing for that use and applying for the conditional use permit from the city. And if the Council's main concern was that the city would lose the potential utility fees associated with having a building on the lot, then the Jahn's wanted to potentially mitigate that concern. They have no intention of doing anything other than having a green space on the lot. The only reason that option was included in the proposal was if the Council decided to require it. Councilor Northington stated that she wanted more information on the business so as to determine in what way that business would be beneficial to the community. Mayor Smith didn't understand why they wanted to buy the lot to do "nothing" with it when the city was already doing nothing with it. City Burrell explained a bit of the history of the lot, in that prior to the city deciding to split and sell off part of what was originally lot 19, the Jahn's had submitted a proposal to the Council to buy it for the same reason, to keep it a buffer zone. At the time the Council's response was that they were looking into other options and were not interested in selling it. This was after Mr. Wenick had decided that purchasing the lot and converting the lot to residential zoning so he could build a house on it was cost prohibitive and had decided to wait on the establishment of a subdivision. Then, less than a year later, the city re-platted the original lot and sold a section to Iron Triangle. So, they are concerned that even though the Council says, again, that they won't sell the lot now, who's to say that a future Council would sell it to the highest bidder to have the revenue from the business? That's where the Jahn's concerns and want to buy the lot comes from. Councilor Pettyjohn asked that the Jahn's were actually told that the city wasn't going to sell. Via email, the City Manager at the time, Mr. Walker, stated that the Council said they weren't interested in selling and the Council meeting minutes confirms this. Councilor Pettyjohn again stated that she didn't want to sell the lot, but would consider a year-to-year lease agreement. Councilor Northington stated her reservations at the low price, she thinks that 4+ acres that include a seasonal wetland area is more valuable than the real market value set by the County. For the time-being it seems like there's a lot of missing information. Mayor Smith agreed with Councilor Pettyjohn that the city shouldn't sell it. Councilor Northington said that the city could plant the trees or build a fence along the property line with Iron Triangle. City Manager Burrell reminded the Council that per city code there has to be some sort fence or buffer between the industrial property and an adjacent residential property provided by the owner of the industrial property. Councilor Pettyjohn asked if Iron Triangle is supposed to do this. the answer is no, because there is still a city owned industrial lot between Iron Triangle and the immediately adjacent residential property. Which is why there is nothing there currently. A question was posed as to why the City doesn't do it, and the answer is that no one else has volunteered to either help, do the work, or water the trees. It comes down to maintenance. Councilor Pettyjohn said that if we asked Iron Triangle to provide some sort of buffer then they would work with us to provide something. She again stated her wish not to sell, Mayor Smith agreed. Councilor Northington stated that they might someday, if it was to the right industry or the right person. Councilor Pettyjohn and Mayor Smith agreed and said that if something came in that was going to be very quiet or appropriate. A suggestion for a micro-brewery or business office was made as a possibility to sell in the future. Councilor Pettyjohn asked the Council if they



were in agreement to lease it to the Jahn's. Not everyone was in agreement. Perhaps ask the Jahn's if they'd like to work with the city to plant trees or to work with Iron Triangle to plant trees or build a fence. Then the liability issue with leasing the lot came up and doubt was cast upon even leasing the property. City Manager Burrell stated that if they leased it, then it would be theirs to do with as they wanted, but they would be subject to huge liability in leasing a property that was to be used for a public space. Councilor Pettyjohn ended by stating that the idea should be presented to the Jahn's to get their feedback.

Bills Before Council: Mayor Smith read the agenda item aloud and called for a motion to pay the bills.

-Councilor Pettyjohn made the motion, Councilor Foster seconded it. All in favor, motion passed, bills signed.

Meeting Adjourned at 6:57 p.m.

Attest: Brad Smith
Mayor

12-17-18

To whom it may concern,

I Shane Koppel resign my position as part time City of Seneca maintenance worker. Effective 12-30-18 .

Sincerely,

A handwritten signature in blue ink, appearing to read "Shane M Koppel", with a long horizontal flourish extending to the right.

Shane M Koppel



106 A Ave., PO Box 208
Seneca, OR 97873
(541) 542-2161
www.SenecaOregon.com



RESOLUTION 12-18

A RESOLUTION TO ADOPT A BULK SALE WATER RATE

Whereas, the City of Seneca has never formally adopted a rate for the cost of selling water in bulk, and;

Whereas, the City of Seneca would like to formally adopt the following rate for the cost of selling water in bulk, to wit;

The cost is \$10.00 (Ten Dollars) per 1000 (One Thousand) Gallons of water drawn.

Whereas, The City of Seneca currently does not own a flowmeter to attach to a hydrant for the purpose of measuring the amount of bulk water consumed, the City will be obligated to rent, lease, or purchase a flowmeter for this transaction.

NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Seneca does hereby adopt this resolution adopting a bulk rate for the selling of water.

This Resolution shall become effective upon signing.

This resolution was duly PASSED and ADOPTED this 17, day of DECEMBER, 2018.



Brad Smith, Mayor

Attest:



Raamin Burrell, City Manager/Recorder



106 A Ave., PO Box 208
Seneca, OR 97873
(541) 542-2161
www.SenecaOregon.com



Cleaning Services Contract

This is a contract between The City of Seneca, and Raamin Burrell. The City of Seneca agrees to pay the amounts listed below for services performed by Raamin Burrell as outlined in this contract.

As agreed to, The City of Seneca will provide the required chemicals, tools, and other supplies needed to clean the facilities listed. It will be the responsibility of Raamin Burrell to report what supplies are needed to the City Manager/Recorder and/or supply any and all receipts for reimbursement if needed.

This contract will only be valid for the winter months of 2018-2019, pending contracting permanent services for the rest of the year and going forward, beginning and effective as of December 1st, 2018 and until the City Park restrooms open for the summer.

The following outlines facilities and terms for this agreement;

City Hall

Frequency:

- Two days per month
- Two hours per cleaning

Rate:

- Current Rate of pay in addition to regular duties as City Manager/Recorder.

Duties:

- Sweep/Mop all Floors
- Thoroughly clean toilets, sinks, mirrors
- Wipe down tables, counters, desks, etc.
- General Dusting
- Restock toilet paper and towels as needed
- Remove all trash from inside and directly around building
- Vacuum rugs
- Wipe down windowsills
- Any additional general cleaning as needed

This contract is agreed upon and signed:

By:

Brad Smith

Brad Smith
Mayor, City of Seneca

12/17/18
Date

Raamin Burrell

Raamin Burrell
Contractor/Employee

Josh Walker
204 First Street
Seneca, OR 97873
541-542-2890
jtwalkdog@gmail.com

December 12, 2018

To: City of Seneca, City Manager, and City Council

Please accept this letter as my formal resignation from my position as Public Works Director on the date of December 31, 2018. While I will no longer be an employee of the City, I would be willing to entertain a contract with the City for the operation and maintenance of the water and wastewater system if it is in the interest of the staff and council.

Respectfully,

A handwritten signature in black ink, appearing to read "J T Walker", written over the printed name.

Josh Walker

Sale Proposal for Lot 1702

Bent Tubes Holdings LLC, owned by Mervin Dale and Tina Jahn as a part of the Jahn Trust, hereby formally submit a proposal to purchase lot 1702 in the Industrial Park of the City of Seneca. See Attachment A for tax lot information and map.

Proposal:

Dale and Tina Jahn via Bent Tubes LLC, acting of our own accord and for the well-being of the City of Seneca, would like to purchase this industrial lot in the interest of public access, green space, and preserving the buffer zone between the current industrial companies located in Seneca and the residential zone that borders it. As allowed in the Seneca City Code, a public or semi-public use is allowed in an industrial zone via conditional use permit and as approved by the City Council. While we will reserve the right to establish a secondary location for Bent Tubes LLC, so as to grow our business, for now we'd like to preserve the buffer zone by making the space available for public use as a green space. As per the City Code, all rules and regulations would be adhered to as far as creating a screen between the lot and the residential zone by planting numerous trees, bushes, and/or fencing as appropriate. The City and its residents would be welcomed and encouraged to contribute its ideas and/or opinions toward the creation of this green space.

Caveats:

- While the original intent for this purchase is to preserve the buffer zone between the industrial and the residential zones, we reserve the right to do industrial works on this property in the future, should it be in our best interest to do so.
 - Should we decide to build an industrial use building on the lot, we would adhere to all City and County codes regarding the structure and the use of sewer, water and trash services as provided by the City.
- As part of the deed of purchase, we would guarantee the City first option to buy back the industrial lot as requested by the City Council. This would apply to the selling of the lot in the future or in the event of our deaths. This caveat would also be written into our Trust as a guarantee of our intent to the City. While these conditions were not asked of any of the other purchasers of any other property in Seneca, we are willing to give the City this consideration.
- The Seneca Volunteer Fire Department would be allowed unconditional and unfettered access to the seasonal pond that is located on the property.
- The property lease held by the City that involves a small section in the southeast corner of the property will be honored by the Grantee, unconditionally, until such time as the lease is discontinued, at which point the section that involves this lease will revert being a part of the property, Lot 1702, as a whole, with no other conditions except as applied here.
 - Should the City of Seneca decide it's in its best interest to sell the property involved in the lease to the Leaser, then it would be the City's and/or the Leaser's sole financial responsibility to replat and separate that section from this property, Lot 1702, and;
 - The City of Seneca and/or the Leaser would be financially responsible for reimbursing to the Grantee the cost of property involved in the lease, as it is currently a non-platted and non-partitioned section of Lot 1702, property which is included in the total price of the entirety of Lot 1702. The Grantee would honor the Real Market Value of that section as determined by the Grant County Assessor's Office.

Price:

We, Dale and Tina Jahn via Bent Tubes Holding LLC, formally offer the price of \$13,980.00 for the 4.66-acre lot to be paid to the City, in full, upon signing of the deed. We will also cover all of the closing costs. While the City has set a cost precedent of \$2,500.00 per acre in the industrial zone, this sum equals \$3,000.00 per acre and further evidence of our intent to attain this property.