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## City of Seneca – City Council Regular Meeting Minutes

Date: August 12<sup>th</sup> 2025

Time: 6:00 PM

Location: Seneca City Hall

### Council Present:

Mayor Andrea Officer

Councilor Barb Northington

Councilor Melvin Herburger

Councilor Matt Wenick

Councilor Chuck White

### Staff Present:

Deborah Oatman

James Phillips

### Public Present:

Richard Schwartz

Mike Allen (Fire Chief)

Jason Miller

### 1. Call to Order

Mayor Andrea Officer called the meeting to order at 6pm.

### 2. Approval of Minutes

Item: Approval of July 8, 2025 Council meeting minutes and Executive Session minutes.

MOTION: Councilor Wenick moved to approve the July 8 Council minutes and Executive Session minutes.

SECOND: Councilor Herburger.

VOTE: Motion passed unanimously.

### 3. Old Business

#### Sewer Availability Rate Adjustment:

It was noted that no formal motion had been made at the prior meeting regarding amending the sewer availability rate from \$15 to \$10.

MOTION: Councilor Northington moved to amend the sewer availability rate from \$15 to \$10.

SECOND: Councilor Herburger.

VOTE: Motion passed unanimously.

### 4. Open Floor / Public Comment

Fence & Right-of-Way at 3rd & B Street (new residence):



Public comment from Richard Schwartzer noted a new fence appears to enclose approximately 600–700 sq. ft. of the City's Third Street right-of-way, including an apple tree historically outside the fence. The property owner reportedly referenced 'adverse possession.' Council clarified that adverse possession does not apply to public right-of-way. Staff and Council also noted City utilities exist within this corridor (approx. 120 feet of underground storm sewer) and future maintenance could require removal of landscaping/fence without City liability.

Council Direction: Staff to issue a letter to the owner stating: (1) the fence encroaches City right-of-way; (2) adverse possession does not apply to City property; (3) City has the right to access and maintain utilities and is not liable for damage to private improvements in the ROW; and (4) owner may seek a variance if desired, but ROW status remains. Staff will also place a note in the property file for future reference.

Fire Suppression Pond: Question raised whether Iron Triangle is responsible to keep the pond full. Clarified: The City is responsible. No action.

## 5. New Business & Updates

A. Water Tender – Fire representative brought the water tender for Council viewing. Council thanked him for the update and demonstration.

B. Old Lagoon Grazing Lease – Reviewed lease format. Discussion of water availability.

Consensus: Manager to revise lease to include water usage fee if City water is used.

C. Sewer Restoration Project – Public Works reported on Underground Tech's point-repair work, including CCTV inspections, root intrusion removal, and post-repair video. Project deemed successful.

D. Proposed Driveway Approach – Jed Smith – Approved contingent on installation of a culvert to City standards.

E. Health Insurance Incentive – Discussed CIS \$100/month opt-out limit and alternative hiring negotiation agreement. Consensus: staff to revise resolution and agreement; bring back next meeting.





6. Bills Before Council / Financials

Manager noted no financial statement this month due to reconciliation variance under review. The financials will be distributed once corrected.

MOTION: Councilor Northington moved to approve payment of the bills.

SECOND: Councilor Herburger.

VOTE: Motion passed unanimously.

7. Adjournment

With no further business, Mayor Officer adjourned the meeting at 6:45pm.

Andrea Officer

ATTEST: Andrea Officer, Mayor

Deborah Oatman  
Deborah Oatman, City Manager/Recorder



#### HIRING NEGOTIATION AGREEMENT

This Hiring Negotiation Agreement ("Agreement") is made and entered into this 9 day of Sept., 2025, by and between the City of Seneca, Oregon, a municipal corporation, hereinafter referred to as the "City," and Deborah Oatman, hereinafter referred to as the "Employee."

##### 1. Purpose

This Agreement serves to document a negotiated term of employment whereby the City agrees to provide additional monthly compensation in lieu of enrollment in the City's health insurance plan.

##### 2. Compensation in Lieu of Health Coverage

In accordance with City Council Resolution No. 2025-5 and CIS regulations, the City shall provide the Employee with a monthly taxable stipend equal to seventy-five percent (75%) of the monthly employer health insurance premium, not to exceed the allowable amount in force at the time of hire. This payment shall not be classified as a health insurance opt-out incentive but rather as a negotiated hiring term.

##### 3. Conditions

- - The Employee affirms that they are not enrolled in the City's health insurance plan.
- - The Employee shall be responsible for any health coverage arrangements outside of the City's plan.
- - The negotiated stipend shall be subject to applicable payroll taxes and reporting.
- - This agreement is subject to review and modification in accordance with changes to CIS policy or City Council directive.

##### 4. Entire Agreement

This document represents the entire agreement regarding compensation in lieu of health insurance and supersedes any prior oral or written agreements on this matter.

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



CITY OF SENECA

By: Andrea Officer

Andrea Officer, Mayor

Date: 9-9-25

ATTEST:

[Signature]

Deborah Oatman, City Recorder

Date: 9/9/25

EMPLOYEE

By: [Signature]

Printed Name: Deborah Oatman

Date: 9/9/25