



**SHERMAN COUNTY COURT  
REGULAR SESSION  
SHERMAN COUNTY CIRCUIT COURTROOM**

**MINUTES**

**June 21, 2017**

**Court Opened: 9:05 a.m.**

Present: Judge Gary Thompson, Commissioner Tom McCoy, Commissioner Joe Dabulskis, Temporary Administrative Assistant Carmen Frost

A quorum was present.

**Additions to Agenda:**

- 2.5 Retirement Gift Card
- 2.6 Christa Rude, Four Rivers HUB – Contract Update
- 2.7 USDA Revised Form for Biggs Service District

**1.0 Appointment Schedule**

**1.1 9:00 a.m. Jim Winterbottom – The Dalles Disposal – The Dalles Disposal Rates Review**

Present: Jim Winterbottom

Jim Winterbottom, The Dalles Disposal, presented a proposed rate increase for Sherman County rates. He reported that increases are based on 85% of what the CPI index was back in December of 2016. At that time, the CPI was running 1%, so he is asking the Court for a .85% increase in their hauling and services. Jim gave an example of a customer with a 90-gallon trash cart picked up weekly. They are currently paying \$49.60 per month; the .85% increase would be an addition of 43 cents to the monthly bill, bringing it to \$50.03. For a commercial business, with a 1.5 yard dumpster, it would increase \$1.24 per month, roughly 29 cents per pickup. Jim pointed out that these are small numbers, but they feel smaller increases are better for the customer.

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to approve an .85% increase in The Dalles Disposal fees to be effective July 1, 2017.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

## **1.2 9:30 a.m. Beth McCurdy – Fair Board Secretary – Quarterly Report**

Present: Beth McCurdy

Beth McCurdy, Sherman County Fair Board Secretary, announced the 2017 fair dates are August 22-27. The theme is Wheat, Wind and Waves. The Board ran a theme contest; Gail Webb from Wasco won. Fair queen Lexi Grenvik, was princess last year. Did not select a grand marshal, chose to honor all past grand marshals instead. Kick-off barbeque to honor Ted Sabey, board member, who recently resigned.

Entertainment lineup includes Freddie Prez with large-money bingo (\$5000 give-away) and frisbee toss; kick-off barbeque cooked by the Fair Board (Wednesday, the 23<sup>rd</sup>); car show; DJ Scott Thomas; bull riding with free style bull fighting (may be replaced with bronc riding); Susie McEntire (Reba's sister). Susie will be singing national anthem Saturday night and her concert will be Sunday.

Beth handed out fair schedule of what they have so far. Fair books will be out soon – working with the printer on this.

Additionally, the Board is asking Sherman County Court to consider an additional sponsorship of \$500 to both the car and truck classes of the demolition derby finale pot to help attract more drivers (a total of \$1000). Commissioner McCoy mentioned that the Court has already provided substantial funding to the fair. Beth agreed, and stated any amount would be appreciated.

Other projects the Board has been working on: seating for the open bleachers is almost finished, and the Board has received a grant from the Development League for fencing of the horse warm-up area (south end of arena).

Beth also mentioned updates on the web page and Facebook page.

Beth reported that the 4H pavilion exterior siding needs to be replaced. The Board is working on a plan for this. Hope to have a display at the fair to keep public informed.

Next Board meeting is the 6<sup>th</sup> of July, 7 p.m., at the Fairgrounds, and Beth encouraged anyone to attend. Commissioner Dabulskis is planning on attending.

## **1.3 10:00 a.m. Heath Gardner – Wenaha Group – Courthouse Facilities Project; Weed Department Building Update; Library Roof Update**

Present: Heath Gardner, Ron McDermid, Debbie Hayden

Heath Gardner with Wenaha Group gave updates on Courthouse facilities, Weed Department building and library roof projects. Starting with the Courthouse renovation, Heath reported there have been a few agreed-upon changes from the last meeting that have been made to the budget. It has been increased to \$9 million which had been previously approved. There have been some design contingencies and bid-day overage.

Heath presented a two-page document showing expenditures, and comparing where we are in relation to the original forecast; as of now we are on target. Page two listed the proposed change-order log, which shows 32 proposed change orders; not all of them will be approved. Currently, Heath's projected contingency usage is \$76,941.50, against an approved original contingency of \$313,272.00. The next risk for unforeseen expense

will be renovation on the existing Courthouse, so Heath is wanting to protect the remaining \$236,330.50 contingency to cover these future expenses. Too early to project a savings.

Commissioner McCoy asked about the completion date of the entire project (addition and remodel). Heath replied June of 2018. Ron McDermid mentioned the dedication of the new facility is scheduled for late fall or winter.

Judge Thompson asked about the possibility of the solar panels in the new building providing emergency energy as a backup to the emergency generator. Heath replied the roof is not big enough. Judge Thompson explained the problem is not the generator, but having enough fuel to operate it when fuel is not readily available in the case of an extreme emergency. Judge Thompson also asked about a switch being installed that would bypass PP&L in the case of an emergency. Heath is not sure how much power will be coming from the solar panels but will find out. He also noted that there is no storage of the energy coming from the solar panels, but will also check into the possibility of including that. Heath noted the expenses associated with this had not been included in the original forecast, which would need to be taken into consideration.

With regard to the weed building, Ron McDermid reported that, other than a few final touches, it is fundamentally complete. Heath added that the only thing owed is some fencing which will be going in soon. Also considering adding concrete pads in front to replace the gravel, and improvements to the water pressure. Should be able to give final numbers at the next update.

Commissioner McCoy inquired about the library roof. Heath explained that water is getting into the exposed masonry. Two options to fix it: coating it would be cheapest, but the permanent way to fix it is with a metal parapet cap. Commissioner McCoy asked about the cost to fix the leak. Heath said he would need to research it first. Heath reported that the windows are also leaking. Could caulk it, but recommendation is to tear it apart, as caulking fix would be temporary. Looking at drawings with the Court, it was noted that there are 5 or 6 windows that would need repair.

Heath thinks it might be less than \$50,000 which would allow for direct award of work based on invited competitive bids. Heath recommended acquiring three quotes. Commissioner McCoy asked if Heath had any recommendations. Heath suggested Kirby Nagelhout. Commissioner McCoy pointed out that this needs to get done before winter. Judge Thompson feels it will cost more than \$50,000. Heath replied if it does, then we would have to rethink the hiring process. Heath will first check with Kirby Nagelhout.

#### **1.4 11:00 a.m. Mike Elliot – SAIF – Workers Compensation Insurance Renewal**

Present: Mike Elliot, Will Carey

Mike Elliot, SAIF, presented a worker's compensation insurance proposal to the Court. Same team and contact numbers. Only new person on the team is Liz Foott—new to SAIF, but not new to the industry.

Historical report: Sherman County has been consistent with losses. Sherman County has performed better than expected for most of the years, which keeps the MOD, or modifier, (experience rating) as low as it possibly can be.

Wanting to keep paid losses matched up with incurred losses (no outstanding reserve is paid out), which also keeps the MOD low. Sherman County loss ratios have been very good which is beneficial to the pricing. Last

year's MOD was a .86, and the new MOD is .83. The MOD is made up of three years of losses; next year a shoulder injury will drop off which should put the MOD down into the low 70's.

Mike also reported on dividends. Since 2017, the County has picked up almost \$116,000 in dividends. SAIF is a non-profit organization so instead of these moneys going to the state, SAIF tries to give back as much to the policy holder as they can. Those with lower loss ratios receive a greater amount of the dividend pot.

Pure premium rates have dropped again in Oregon. Not all rates have changed, but over all there was a decrease. Given this decrease and the drop in the County's MOD, pricing is down almost 10% from last year.

Mike asked if there were any questions. Commissioner McCoy asked if the majority of the premium was coming from the road department and police. Mike replied yes. Commissioner McCoy also asked if there was anything the County could be doing to hold down the cost further. Mike replied no. Everyone would like to see zero accidents, but given the kind of work we do, there's always going to be some accidents.

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to approve 2017 – 2018 SAIF annual policy.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**1.5 11:30 a.m. Rod Asher, Weed District Director; David Stelzer and Nathan Stelzer, Azure Farms - Weed Control Plan**

Present: Will Carey (Sherman County Legal Counsel), Rod Asher, Nathan Stelzer, David Stelzer, Nathaniel Stelzer

Rod Asher provided copies of the most recent Weed Control Plan. Rod reported that he and Nathan had met a couple of times over the last two weeks to work on the plan. Rod believes the plans is a clarification of how to move forward, and a clarification of what actions the County will and won't take so there is no misinterpretation of the County's actions. Commissioner McCoy stated that the agreement's purpose is to lay out what both parties can expect.

Commissioner McCoy, referring to the last paragraph, read the sentence: "Azure Farms will have seven days, or a reasonable amount of time, to take an agreed-upon action to attain compliance." He asked for an example of a situation that would require more than seven days and when would it be reasonable to specify having less than seven days. Rod replied that an example would be if a mower breaks down and they are waiting for parts that will take more than seven days to arrive, this doesn't mean on day eight he would go out and start spraying, as long as there is adequate communication going back and forth. An example of less than seven days would be when a class A weed, like rush skeleton weed is going to seed and needs to be taken care of right away, as quickly as possible. Commissioner McCoy asked if this means that the allowed time period could be either longer or shorter than seven days, and Rod replied "yes."

Will Carey, Legal Counsel, also asked about the wording in the last paragraph: "may then give a verbal" and suggested that "verbal" be changed to "oral." Will also stated that the phrase "or a reasonable amount of time" could be problematic because then you have a question of who decides what's reasonable and if it's not agreed-upon, then that's going to be problematic. He suggested changing the wording to: "an agreed-upon reasonable

amount of time” because what might seem reasonable to one party may not seem reasonable to the other. For instance, when referring to the spread of noxious weeds, seven days seems like a long period of time.

Will then asked the Azure Farms representatives why it would take more than seven days. Nathan replied that he wouldn't – that was a sentence the weed board put in there—he wouldn't want that at all, but they had to agree upon some sort of time because if anything did happen, they don't want to just give the County's weed supervisor the authority to go in and do whatever he wants to do. Will replied that if Azure Farms makes an all-out, good-faith effort to correct the problem, and they are in the middle of it, and something breaks down, the County would give Azure Farms the opportunity to fix whatever is broken down to get it started again, but where it's left open-ended for a “reasonable time”, he is concerned that's going to be problematic.

Commissioner McCoy suggested inserting the words “mutually agreed-upon”. Will responded that that was his original thought and then asked Nathan what he thought. Nathan stated that he had written his thoughts down and then asked if he should read his letter to the Court, because McCoy read his thoughts at the last meeting for the court record. Nathan felt the Court did not have his (Azure Farms) viewpoint on record. David Stelzer pointed out that it was not particularly pertinent to what was being discussed at that moment. Will did not want to get off onto another subject; he is just talking about the amount of time after Azure Farms has been notified that a weed patch is in more than 50% of flower production, when it's been assessed by the County, and something needs to happen post haste. How much time are we talking about for Azure Farms to get started on it and get it completed? Nathan replied that personally, he doesn't think that should ever take place. Will agreed, but that it could very well take place. David then asked Nathan if he was okay with them taking it out, that he thinks this is what Will is asking. Nathan replied that if they are doing a contract agreement then he's not even for the contract agreement in the first place, but if that's what the County wants, then that's what we'll have to do.

Will responded that the County hopes the agreement will help resolve this matter going forward. Nathan feels the main problem has been a misunderstanding about the meaning of “control” rather than a lack of it, and also a delayed time period of getting the information to get it done, rather than them not wanting to do it. Will replied he thinks there has been some progress because one letter Will received stated that Ecclesia of Sinai has a right to farm and did not need to pay attention to noxious weeds and didn't have to comply with the county ordinance. Nathan did not recall it being in quite that fashion.

Commissioner McCoy suggested we come to an agreement on what the wording should be, and asked if “mutually agreed-upon” could be inserted before “a reasonable amount of time”, so it would read “seven days or a mutually agreed-upon reasonable amount of time”. In other words, both parties would have to agree to it if the deadline was changed from seven days. Will added that if they couldn't agree on it, it would then be seven days. Commissioner McCoy suggested that a change in the time period be considered “reasonable” if both parties agree to it. David asked if both parties would be Rod and Nathan. Commissioner McCoy replied yes and added, if Nathan didn't agree, it would be seven days. If the equipment broke down and it was going to take ten days to get the parts, and they both agree to ten days, then it could be ten days, if they were mutually agreed to it. David felt mutually-agreed was implied. Commissioner McCoy then asked about it specifying how “reasonable” was defined, or “a change that both parties agree to” is probably a better way to say it. Will then stated the new wording: “seven days or a mutually agreed-upon reasonable amount of time.”

Judge Thompson asked how Rod had come up with the “seven days” time period. Rod replied that the weed ordinance specifically states ten days, but also a reasonable amount of time, and because they are cooperating, they are working together and communicating, that seven-day period should be sufficient for most activities because they are not going to do the mail process—they are going to pick up the phone; keep the

communications open and Rod thinks they will be able to work through anything that comes up if there are any issues.

Commissioner McCoy asked if this could be approved then, with those small changes. David asked what's the difference between verbal and oral. Will explained "verbal" can be written or oral. David posed the question: "even when it's in conjunction with "written?" Will replied, yes. Commissioner McCoy asked if it could be approved with those two small changes: "a mutually agreed-upon reasonable amount of time" and changing verbal to oral. Judge Thompson replied it was alright with him; with what they've shown has been done in the last two weeks. It was then agreed upon by all parties present.

Commissioner McCoy asked if Nathan had a statement he wanted to read. Nathan said yes he wanted to read his statement and express his feelings before he signs the agreement so people will know where he's coming from. Commissioner McCoy encouraged Nathan to read the statement. Nathan commented he wants the Court's records to include Azure Farm's side. It is something he wrote down last night and this morning, and he would just like to clarify his feelings with the Court. Judge Thompson asked if we could get a copy of it. Nathan had four copies with him; and provided one copy to temporary administrative assistant, Carmen Frost. He then read the following statement:

June 21, 2017

Judge Thompson, Commissioner McCoy, and Commissioner Dabulskis,

I feel that I need to make a statement for the court record after hearing the statement that Commissioner McCoy read at the last meeting on June 7, 2017. There were several things mentioned that I feel I need to clarify.

The first thing I want to address is why I felt the statutory code was being changed from control to eradication. You have to realize the Azure Farms was not invited to or notified of any of the meetings prior to May 17. As a representative of Azure Farms, the only information I had to refer to is legal documents and court minutes we retrieved from the Courthouse website. All the legal documents we received very seldom used the word "control", except mainly when mentioning that our control practices were not destroying weeds, including the entire plant and root system. The word "destroy" was used almost exclusively when interpreting the Control Ordinance.

In the court minutes from a meeting on April 25, the word "eradicate" was used several times, which is a synonym of "destroy". It appeared to Azure Farms that our "control" methods were not accepted, and that destruction and eradication were now the only approved methods. We have always had a weed "control" plan.

Commissioner McCoy stated that "talking things over would be a good first step in establishing a working relationship if it had been done before you launched your attack." I made several efforts to communicate and find out what was wrong with our control plan in order to make corrections. I talked to neighbors and Rod Asher to find out what the complaints were, so we could have a Sherman County accepted weed management plan. I tried to contact Judge Thompson as you can see by the printed email I gave you today. He was not available before the scheduled meeting on May 17. No neighbor had ever told me previously that they had a problem with noxious weeds, so it had made it difficult to know what changes had to be made.

There definitely was not a social media "attack" as Commissioner McCoy suggested. After hearing news of the court meeting on April 25, reading the court minutes, and receiving more legal documents from the court, I decided to send out an email on May 6th to the Ecclesia's church members as an honest request on my part to let them know that the Court will be changing the in interpretation of "control" to "eradicate" of noxious weeds through precedent if we don't speak out. I asked for their prayer support and if they felt led, to let the court know that control was good enough instead of eradication. What happened after that, I had no control over. It was amazing

to know the response from one prayer request. Within one day, I received emails from as far away as Pennsylvania and several emails wondering why this wasn't posted on Azure's website and social media. Nothing was posted on Azure's social media or website until Azure had many customers requesting that we post something, as this was extremely important to them.

Commissioner McCoy also mentioned in his statement that they never mentioned glyphosate or Round up. I added Roundup to the list, because the letter the Ecclesia received from the Weed Board on March 2 stated, "the use of herbicides such as Escort and Milestone." It seemed left open to the use of other herbicides as well. Roundup is what was being sprayed around the perimeter of the Ecclesia's property out on Sayrs Rd. after Judge Thompson issued the Road Master to spray the Ecclesia ground right-of-ways during the April 25 meeting. Also, Roundup is what the Weed Board sprayed the last time on Ecclesia ground on July 8, 2014.

It was mentioned by Commissioner McCoy at the last meeting that I wasn't a Sherman County resident and that maybe we don't know how they resolve issues in Sherman County. I consider myself a resident of Sherman County as much as I consider myself a resident of Wasco County. I reside in Sherman County about 50% of the time while working on the farm for days and weeks at a time. I care about the citizens of Sherman County and Wasco County and also all the people around the world who enjoy eating chemical-free food.

I am definitely aware of how Sherman County resolves issues, too. Issues are not resolved over a tailgate, as one farmer here suggested. The Court room floors are well-polished in Sherman County.

Last year, two young heifers got out a couple of times. Without "talking things over", Sherman County cited a criminal offense of permitting livestock to run at large. After going to jail and months of probation and numerous court hearings, the County dropped the case because they didn't want to take it to jury trial. Yes, I realize the interpretation of statutory code can be really twisted. It's a lot easier to talk things over as a good first step.

After finally talking things through regarding this weed issue, I now realize what Sherman County's definition of "control" is. It wasn't until two weeks ago that I found out that Sherman County doesn't allow biocontrol on crop ground. I assumed these noxious weeds were targeted for biocontrol, as it states in the Sherman County Noxious Weed list. The good news is this year we got 80%+ biocontrol established on pre-bloom emergence on Canada Thistle after weakening the plant through a precise fertilization program. The bad news is that Sherman County won't allow biocontrol in crops, so we had to destroy the biocontrol by mowing before bloom.

We thought we were providing a good weed control program; Sherman County thought it was out of control. This uncontrol of noxious weeds seems to be a pretension created by the Weed Board. When I read the notice, "noxious weeds found growing unchecked", it was in March. The snow had barely melted. There were no weeds growing at all, let alone growing unchecked. The County is claiming noxious weeds are uncontrolled without evidence even being a possibility.

I submitted a weed management plan as the County requested, which the Weed Board feels is acceptable. There was no mention of a weed agreement until I met with Rod Asher after the May 17 Court discussion. I thought we were going to meet with experts in the field, but instead was handed a weed agreement that I wasn't comfortable with.

I feel that I am being singled out in this County and backed up against a wall. I am still uncomfortable about signing this agreement with the County, even after the revisions. I'm not sure I even have the authority to sign this, not being the owner of the land, and chance giving up property rights. If I need to sign this, I would be signing it under coercion, duress, and threat.

Nathan Stelzer

After he finished reading his statement, Nathan added that he feels this is a little deeper than an agreement and that it is more of a contract. Commissioner McCoy commented that he feels the most important thing is not to make the agreement legally binding by signing it. The agreement should help us be clear on what we expect of

each other and avoid misunderstandings. He wouldn't care if Nathan didn't sign it, as long as Nathan understands what Rod is going to do, and Rod understands what Nathan is going to do and that we start working together. Nathan replied that this is how he feels too and that's what he thought we were starting with and then it's like they don't trust his word; they want a signed agreement but he feels that's risky since he does not own the property and would be signing for someone else's property as a manager. Commissioner McCoy stated that the County is going to enforce the weed ordinance and the agreement is a way of explaining how we are going to do it and what the time frames are. The County wants to allow Azure Farms to keep the organic certification if there's a way of doing so. Nathan replied ok.

Commissioner McCoy explained that eradicate and destroy are very closely related words and that he did state in his letter that eradication is not a reasonable thing for an organic farm. To him, eradicate means to essentially destroy the weeds so much that it never comes back. The County's main objective is the destruction of the seed of noxious weeds before they can blow into the neighbors' fields, and he thought Nathan accepted that obligation. Nathan replied that yes, he did, but with the letters at first it didn't really talk of weed seeds, it was control the roots and everything and that's his goal too, but using the control methods they use is going to be slower; it's not something they can do within a year-and-a-half period of time. The minimum they say from OSU (Oregon State University) that can be done with the working method is three years and that's the fastest staying right on top of it. Commissioner McCoy commented that if Nathan could eradicate the weeds and destroy them so that they never come back, that would be better for both parties, but if can keep the weed seeds from blowing into the neighbors' fields, that's really all the County is concerned with, and this agreement essentially says Azure Farms is going to do that. Commissioner McCoy liked the agreement; it defines a working relationship that he hopes will work.

Commissioner Dabulskis agreed. Rod said he is fine without signatures. Commissioner McCoy pointed out that the weed ordinance wasn't written for an organic farm; that's where we are in new territory and we need to see if we can make it work. Nathan replied that is why he is very cautious with the way we are moving forward with this; the way we set a precedent because he doesn't want to pave ground that makes it hard for organic farmers and that the County can work with them instead of having to fight every inch of the way so he agrees with Commissioner McCoy.

Judge Thompson added that he, too, did not want to sign a contract or agreement. Getting together and working together is the main thing. Nathan stressed that the first draft of the agreement was more of a contract form; then after they revised it, it was more of an agreement. This is why he put an expiration date on it—he didn't want it to be a binding contract forever if it was considered a contract. It's hard to know because a contract and agreement are pretty close on the definitions between them. Commissioner McCoy mentioned that this is just an agreement, reiterating that the County is going to enforce the weed ordinance and it has certain expectations and requirements in it and Azure Farms is expected to meet those, but it looks like if the agreement is carried through, they will meet those requirements, or hopefully will.

Judge Thompson would prefer to call it a plan rather than an agreement; an agreed-upon plan to control noxious weeds on Azure Standard and any other farmer within Sherman County. Commissioner McCoy stated that if it doesn't work, the County will have to go back to enforcing its weed ordinance. He hopes this works; we are going to give it a good try. Nathan stated he thinks it will because the main thing is they had no idea that Sherman County was so different from the rest of Oregon because with OSU they use biocontrol all the time. Commissioner McCoy mentioned that the trouble with biocontrol in summer-fallow farming is the food for the biocontrol organism is destroyed every other year so it's hard for the population of biocontrol organisms to build up; that's why this agreement allows Azure Farms to use biocontrol in non-crop ground because in non-crop ground the organisms can build up and then they become an effective control. Nathan agreed biocontrols



produced inconsistent results over the years--one patch would be devastated and one wouldn't be. He is working on heavy fertilization as a way to weaken the plant so the biocontrols can attack them and he was thrilled this year when he noticed this approach was effective; he thinks the weakening of the plant will be a plus even without destroying the bud.

David added that it's harder out on Sayrs Road because it's just a long field, but right here they have the two fields side-by-side—one is wheat and one is summer fallow. The summer fallow--they don't go to seed--but then they move over to the wheat and vice-versa, so they are just going back and forth. Commissioner McCoy commented that if that worked, then it might be effective; his only worry is that in a big field, the food for the bio-organism is being destroyed every other year with summer fallow, so it's harder with summer fallow than it is with continuous growth.

Judge Thompson asked if there's a rule in Sherman County about using biocontrol. Rod replied that there is not; biocontrols are used for B-class weeds, not the A-class weeds. The problem is that it's hard to determine when viable seeds are produced when biocontrols are used and the County is trying to eliminate all seed production by noxious weeds that have seeds that can be carried by the wind.

Nathan concluded that he is comfortable with what Rod has proposed and he can work with it; it is just with biocontrol there's less machinery, less ground work, if they can get it to work. Commissioner McCoy added that the problem with biocontrol is that it is not 100% effective; only a little more than 40% effective, initially. Nathan stated he wants the neighbors to be happy; he doesn't want even 10% seed. Nathaniel mentioned that if the County is willing to work a little with biocontrols, and if they have really good standing wheat around that patch, they don't really want to mow it but they see there is a lot of biocontrols, they could ask Rod if he wants to go out and look at it and see what he thinks; that way we have a second opinion, especially if they are talking back and forth and having good communication. Commissioner McCoy and Judge Thompson agreed.

Commissioner McCoy asked if Bob Olsen had any input. He replied he is for eradication because without eradication, the problem just gets worse. The weed situation on Azure Farms is going to go down hill, and that's his concern too. He is having trouble with other weeds, not just noxious weeds. Nathan replied that he knows OSU recommends using a rye crop for weed control. He knows his neighbors would almost literally shoot him if he used rye for weed control. He really doesn't want to plant anything that will jeopardize his neighbors' crops.

Commissioner McCoy concluded that we should stay in communication. If Rod and Nathan have problems or a disagreement and want to discuss this more, please come to County court; we can always put them on the agenda. And he apologized that the Court was not able to meet with the Stelzers earlier. Judge Thompson was out of the County at meetings at that time so he wasn't available, but normally the Court is very willing to meet. Give Judge Thompson a call. He would be glad to arrange a meeting. Nathan agreed. Commissioner McCoy added that Rod is the main person that they need to deal with. Commissioner McCoy thanked Nathan for his statement, and said it would be included in the minutes.

## **1.6 1:00 p.m. Aaron Cook – Biggs Service District Administrator – Budget Committee Meeting**

Present: Aaron Cook, Richard Wolf, CH2M, Debbie Hayden, Finance Director

The Court entered into Biggs Service District Board of Directors.

**Budget Committee Chair:**

Judge Thompson acted as chairperson for the Biggs Service District Budget Committee

Commissioner McCoy asked Debbie Hayden, Finance Director, what has to be done to make the Biggs Service District Budget work. Debbie explained that today the proposed budget will need to be approved, and then published before it can be adopted at a hearing. By law, the budget has to be done by July 1<sup>st</sup>. Commissioner McCoy asked if we were going to make the deadline. Debbie explained that the LB1 has to be published in the Chronicle by Sunday, and then have a budget hearing by June 30<sup>th</sup>. Aaron agreed to contact the Chronicle and get it in by Sunday. The Court chose to set the hearing for 10 a.m. on June 30<sup>th</sup> in the Office of the County Court. Aaron will also prepare the resolution for the Court to sign on the 30<sup>th</sup>.

Aaron presented the sewer fund; per Jeff Holliday, the numbers are the same as last year, and the contract with CH2M is also the same for CH2M to continue the service they provide. The maintenance number went up a little—\$82,160.

Aaron reported that the new Mayor of Rufus, Downen Jones, was appointed when Dan Pelke left the position and took his oath at the May Council meeting. He was formerly with Hire Electric.

Aaron, being new to his position, discussed his prior work in telecommunications. He has done installations, worked as an accounting distribution manager, as a field tech—utility-related work similar to what he's doing for Biggs.

**Motion by Commissioner Dabulskis, second by Commissioner McCoy, to approve Amendment No. 9 to the Agreement for Operations, Maintenance, and Management Services for Biggs Service District, Oregon, between Biggs Service District and Operations Management International, Inc., a.k.a. CH2M Hill OMI, and authorize Judge Thompson to sign.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to approve the proposed budget for Biggs Service District for fiscal year 2017-2018, for a total of \$2,459,835.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**Motion by Commissioner McCoy, second by Commissioner Dabulskis to impose the tax rate of 4.0061 per \$1000 for Biggs Service District for fiscal year 2017-2018.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

The Court exited Biggs Service Board of Directors

**1.7 1:30 p.m. Debbie Hayden – Finance Director – End of the Fiscal Year Discussion; Resolution Transferring Funds; Order to Void Returned Checks**

Present: Debbie Hayden

**Motion by Commissioner Dabulskis, second by Commissioner McCoy to approve the order to void returned resident incentive checks.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to approve resolution transferring funds.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**2.0 Action Items:**

**2.1 Memorandum of Understanding for Emergency Management between Sherman County Emergency Management and Wasco County Emergency Management**

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to approve the Memorandum of Understanding for Emergency Management between Sherman County Emergency Management and Wasco County Emergency Management effective July 1, 2017 and ending June 30, 2021.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**2.2 Juvenile Crime Prevention Basic Services Agreement #13797 between Oregon Youth Authority and Sherman County**

**Motion by Commissioner Dabulskis, second by Commissioner McCoy, to approve the State of Oregon Juvenile Crime Prevention Basic Services Agreement #13797 between Oregon Youth Authority and Sherman County, effective July 1, 2017 until June 30, 2019, with a maximum not-to-exceed compensation payable to the County under this agreement, which includes any allowable expenses, of \$3,968, and authorize Judge Thompson to sign.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**2.3 2017 – 2019 ODOT 5310 Federal Capital and Planning Agreement**

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to approve the Rail and Public Transit Division/Oregon Department of Transportation Agreement #32211 between the State of Oregon and Sherman County, and authorize Judge Thompson to sign.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**2.4 Will Carey, County Counsel -- Unfunded Mandate**

Sherman County Legal Counsel, Will Carey, provided the deed to transfer ownership of Wasco Annex from Sherman County to City of Wasco. Judge Thompson will have to sign the document in front of a notary and will sign it after the meeting.

**2.5 Retirement Gift Card**

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to provide \$100 gift card to employee scheduled to retire at the end of June.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**2.6 Amber DeGrange - Four Rivers Early Learning Hub Contract Update**

Present: Amber Degrange

Judge Thompson reported that the new contract is in process; State wants Sherman County to approve this week. We will need to get legal counsel's approval first.

The Court asked Amber DeGrange for clarification of what Judge Thompson would be signing. Amber (Sherman County) explained this was regarding the contract that was discussed with Christa Rude (Four Rivers Early Learning Hub) at the last County Court session. It is an amendment to our existing contract with the state that adds an additional \$8000 in coordination funds. Amber mentioned that Christa is doing her due diligence to make sure she understands what would be required of Sherman County in exchange for the additional amount. The Court agreed that if Christa is not comfortable with the amendment, the Court will not approve it.

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to approve HUB contract amendment, subject to Amber DeGrange's recommendation, and authorize Judge Thompson to sign.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

## **2.7 USDA Revised Form for Biggs Service District**

Brian Baird has a revised form (Form SF 424) for Biggs Service District construction that requires the Court's signature.

**Motion by Commissioner McCoy, second by Commissioner Dabulskis, to authorize Judge Thompson to sign Form SF 424.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

## **3.0 Discussion Items:**

### **3.1 Thank You Letter – Amy Dabulskis**

The Court reviewed the letter.

### **3.2 Thank You Letter – Bailey Gonzalez**

The Court reviewed the letter.

### **3.3 Thank You Letter – Emily Poirier**

The Court reviewed the letter.

### **3.4 Norcor Levy**

The Board will decide if they need to put up the levy again, and whether or not they should accede to the ICE protestors' wish to have a new clause stating that ICE prisoners will not be housed at Norcor, and in return, the ICE protestors said they would campaign for the levy. Commissioner McCoy feels the Court should support the levy and not accept the protestors' offer—doesn't want to tie Norcor's hands. The Court agreed.

### **3.5 Commissioner Reports**

Commissioner McCoy – Attended North Central Public Health District (NCPHD) meeting; they were wanting to do a crisis intervention and asked Commissioner McCoy to spend an hour explaining the process the County went through in dealing with the noxious weed violation. Immediately afterward, he attended the NCPHD board meeting, Attended the Moro Field Day—good attendance, and afterward attended the Oregon Solutions meeting in Rufus. Traveled to Norcor meeting the next day; listened to the concerns of 30 - 40 ICE protestors. Gave mayor of Hood River, Paul Blackburn, a two-hour tour of Sherman County. Attended the Early Learning HUB summit on the 16<sup>th</sup>. Attended the Court website meeting and then the Wasco City council meeting to finalize the transfer of the Annex to the City.

Commissioner Dabulskis – went to Rufus for Regional Solutions/Nate Stice get together that included state departments and Judge Thompson; learned where more money could be available. Housing is the biggest concern. When asked, Commissioner Dabulskis reported the number one concern for Sherman County is abandoned schools. Went down to AOC (Association of Oregon Counties) on Monday; learned about cap and

trade, carbon foot prints, and marihuana deal with the state. He then went to County College for the public health weekend. Attended Wasco City council meeting last night; discussed abandoned school.

Judge Thompson – Attended monthly MCCED (Mid-Columbia Economic Development District) safety meeting; the MCCED Loan Board approved a couple loans from MCCED. Attended AOC; learned about cap and trade, and issues with Frontier Telenet. Attended Regional Solutions, MCCED Board meeting, and Wasco City council meeting. Will be attending a Cottonwood Summer Camp presentation. Had an interview with NY Times last week regarding Bonneville Power Administration becoming privatized. Signed letter of support for SB 432 land-use bill, with 11 amendments.

**4.0 Consent Agenda:**

**4.1 Minutes of June 7, 2017**

Not completed for approval.

**4.2 Minutes of Sherman County Budget Committee Meeting, April 12-13, 2017**

**Motion by Commissioner McCoy, and second by Commissioner Dabulskis, to approve the Budget Committee minutes of April 12-13, 2017, as corrected.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

**Abstain: 0**

**4.3 Revenue/Expenditure Summary – May 2017**

**4.4 Treasurer's Report – May 2017**

**Motion by Commissioner McCoy, and second by Commissioner Dabulskis, to approve the Revenue/Expenditure Summary for the month of May, 2017, as presented, and the Treasurer's Report for the month of May, 2017, as presented.**

**Vote: 3-0**

**Yes: Dabulskis, McCoy, Thompson**

**No: 0**

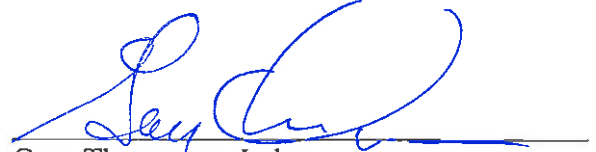
**Abstain: 0**

**5.0 Future Agenda Items:**

No future agenda items presented.

Court adjourned: 1:35 p.m.

**Sherman County Court**

  
\_\_\_\_\_  
Gary Thompson, Judge

Attest:   
\_\_\_\_\_  
Carmen Frost  
Temporary Administrative Assistant

  
\_\_\_\_\_  
Tom McCoy, Commissioner

  
\_\_\_\_\_  
Joe Dabulskis, Commissioner