

Blue Mountain Translator District
Board of Directors
November 13, 2018 Regular Meeting
Board Packet

Blue Mountain Translator District 1

Regular Meeting at 12:00
Daniel Chapin Building, Misener Room
1001 4th Street
La Grande, OR 97850

Board of Directors Regular Meeting November 13, 2018

1. Call to Order and Roll Call Vote - 1:00
2. Declaration of Conflict of Interest - 1:00
3. Reports
 - a. Director Reports - 5:00
 - b. Staff Report - 5:00
4. Approval of Minutes
 - a. October 2, 2018 - 1:00
5. Old Business
 - a. Safety - 1:00
 - b. Contract Review - 10:00
6. New Business
 - a. Property Lease Approval - 5:00
 - b. Approval of Expenditures - 5:00
 - c. Refund Requests - 15:00
7. Public Comment - 5:00
8. Scheduling of Next Meeting and Adjournment - 1:00

Blue Mountain Translator District 2

5.A. Contract Review

Summary

KOLU/Riverview Baptist Church in Pasco, Washington, wishes to enter into a site lease agreement for the facility on Mt. Harris. KOLU has reviewed a draft contract and accepts the lease price of \$83.00 per month. The signing authority for KOLU has changed to the station President, Mr. John Paisley. Pursuant to a provision regarding 30 days notice for approving construction plans, KOLU asks that after the contract is approved, BMTD consider approval of the following modification:

“Use the pole with BMTD antennas, adding a 2" steel pole to extend above the top of the BMTD telephone pole. Receive antenna will be mounted on a pole attached to the building.”

Staff Recommendation

- Approve KOLU contract.
- Approve construction.

Suggested Motion

“I move to approve the contract with KOLU and the submitted construction proposal.”

Blue Mountain Translator District 3

6.A. Property Lease Approval

Summary

Union County has offered an office space in the Joseph Building on 1106 K Avenue for use by BMTD. The lease is \$248.71 per month for a 187 square foot space. Contract is included in the Appendix. Move-in date is December 1, 2018. Baker City has received a 30-days vacate notice for the space currently used in Baker City Hall. Location of the administrative office in Union County will require their Board of Commissioners to make appointments to vacancies on BMTD's Board of Directors if a majority of seats are not filled.

Blue Mountain Translator District 4

6.B. Approval of Expenditures

Payee	Description	Line Item	Expenditure
Baum Smith LLC	Cease & Desist Letter, Legal Opinions, & Correspondence	Professional Services	\$687.50
C's Storage	December Rent	Rent Expense	\$33.00
OTECC	Mt. Fanny Power	Power	\$1,701.23
OTECC	Mt. Harris Power	Power	\$307.22
OTECC	Beaver Mtn. Power	Power	\$172.48
RS Technology	Beaver Mtn. Site Maintenance	Technicians	\$390.00
RS Technology	Mt. Fanny Preamp upgrade	Equipment	\$450.00
RS Technology	Mt. Fanny Preamp install	Technicians	\$515.00
RS Technology	Beaver Mtn. dish antenna install	Equipment	\$600
RS Technology	Beaver Mtn. dish antenna install & paperwork	Technicians	\$1697.50
RS Technology	Mt. Harris power supply	Equipment	\$150.00
RS Technology	Mt. Harris maintenance	Technicians	\$952.50
Ryder Brothers Stationery	Printer Paper	Office Supplies	\$9.90
TitanTV	Online Guide	Phone &	\$500.00

Blue Mountain Translator District 5

		Internet	
Union County	December Rent	Rent Expense	\$248.71
US Forest Service	Beaver Mtn. 2019 Lease	Leases	\$369.19
US Forest Service	Mt. Fanny 2019 Lease	Leases	\$3,118.08
US Postal Service	Purchase of 10 stamp books for office	Postage	\$100.00

6.C. Refund Requests

2017-2018 Service Charge Outreach Timeline

- June 2017: BMTD mailed initial service charge letters.
- March 2018: BMTD mailed courtesy reminder letters to property owners who had not returned a letter.
- May 31 2018: End of BMTD membership year.
- June 2018: BMTD double-checked all physical records from Baker County to ensure proper database entry.
- June 2018: BMTD double-checked a sample (approximately ½) of all physical records to ensure proper database entry.
- June 5, 2018: Initial Baker County delinquent property list reviewed by Assessor Kerry Savage. Ineligible properties removed.
- June 6, 2018: Initial Union County delinquent property list reviewed by Chief Deputy Assessor Ellen Wilhelm. Ineligible properties removed.
- June 12, 2018: Board of Directors approved LB-50's with final delinquent property lists.

Appeal Procedure

Individuals who request a refund have contact staff. Conversations are summarized below. Individuals may clarify remarks made to staff prior to board appeal. Individuals have two minutes to address the Board of Directors. The Board of Directors will take 2 minutes to confer with staff. Individuals will have 2 minutes to discuss their refund request prior to action by the Board of Directors. The Board of Directors may extend time on discussion at their discretion.

Property 1-009174

Owner purchased the property after the service charge and reminder letters for the 2017-2018 fiscal year had been mailed. The previous property owner did not return either statement.

Staff Recommendation: Approve refund request owner has paid prior to the window in which a journal voucher can be issued.

Other Properties

- 31-001609. Property owner claims to have discarded original service charge letter. Staff could not discern whether the

Blue Mountain Translator District 7

owner claimed to have sent in the reminder letter. Staff has no physical copy of an exemption request for the 2017-2018 membership year from this property owner.

- 31-006512. Property owner claims to have emailed their original exemption letter. Neither staff nor property owner possess copies of an email in which an exemption request for the 2017-2018 membership year was attached. Property owner claims to have disregarded the reminder letter mailed in March 2018. Staff has no physical copy of an exemption request for the 2017-2018 membership year from this property owner.
- 1-008604. Property owner claims to have sent an exemption request for the 2017-2018 membership year. Staff has no physical copy of an exemption request for the 2017-2018 membership year from this property owner.

Cash Flow - 07/01/2018 to 10/31/2018

Selected Accounts

- [Assets](#)
- [Assets:Current Assets](#) and selected subaccounts
- [Imbalance-USD](#)

Money into selected accounts comes from

Equity:Checking Opening Balance	\$115,809.33
Equity:Money Market Opening Balance	\$49,168.09
Equity:Mt. Fanny Opening Balance	\$25,801.41
Income:Interest Income:MF Interest	\$3.62
Income:Interest Income:MM Interest	\$6.19
Income:Lease Income	\$6,400.00
Income:Other	\$2,895.00
Income:Power Reimbursement	\$5,524.75
Income:Powerline Leases	\$6,000.00
Income:Property Taxes	\$1,099.85
Income:Service Charges	\$42,919.00
Money In	\$255,627.24

Money out of selected accounts goes to

Expenses:Advertising	\$2,080.98
Expenses:Consultant	\$2,441.60
Expenses:Election Cost	\$1,132.77
Expenses:Engineering:GF Equipment	\$7.00
Expenses:Engineering:GF Technicians	\$1,632.50
Expenses:Fees	\$191.02
Expenses:Insurance:Worker's Comp.	\$564.90
Expenses:Membership Dues	\$900.00
Expenses:Office Supplies	\$18.39
Expenses:Payroll Expenses	\$3,966.38
Expenses:Postage	\$1,805.63
Expenses:Professional Services	\$995.03
Expenses:Refunds	\$100.00
Expenses:Rent Expense	\$507.00
Expenses:Taxes	\$1,117.17
Expenses:Travel & Education	\$50.00
Expenses:Utilities:Phone & Internet	\$119.40
Expenses:Utilities:Power	\$8,646.25

Money Out

\$26,276.02

Difference

\$229,351.22

Profit & Loss For Period Covering 07/01/2018 to 10/31/2018

Revenues

<u>Income</u>		\$0.00
<u>Antenna Sale</u>		\$0.00
<u>Interest Income</u>	\$0.00	
<u>MF Interest</u>	\$3.62	
<u>MM Interest</u>	\$6.19	
<u>Lease Income</u>		\$6,400.00
<u>Other</u>		\$2,895.00
<u>Power Reimbursement</u>		\$5,524.75
<u>Powerline Leases</u>		\$6,000.00
<u>Property Taxes</u>		\$1,099.85
<u>Service Charges</u>		\$42,919.00
Total Revenue		\$64,848.41

Expenses

<u>Expenses</u>		\$0.00
<u>Advertising</u>		\$2,080.98
<u>Antenna Cost</u>		\$0.00
<u>Consultant</u>		\$2,441.60
<u>Election Cost</u>		\$1,132.77
<u>Engineering</u>	\$0.00	
<u>GF Equipment</u>	\$7.00	
<u>GF Repairs & Maintenance</u>	\$0.00	
<u>GF Technicians</u>	\$1,632.50	
<u>MF Powerline Maintenance</u>	\$0.00	
<u>MM Equipment</u>	\$0.00	
<u>Fees</u>		\$191.02
<u>Insurance</u>	\$0.00	
<u>Liability</u>	\$0.00	
<u>Worker's Comp.</u>	\$564.90	
<u>Leases</u>		\$0.00
<u>Membership Dues</u>		\$900.00
<u>Office Supplies</u>		\$18.39
<u>Payroll Expenses</u>		\$3,966.38
<u>Postage</u>		\$1,805.63
<u>Professional Services</u>		\$995.03

<u>Professional Services</u>	\$555.00
<u>Refunds</u>	\$100.00
<u>Rent Expense</u>	\$507.00
<u>Taxes</u>	\$1,117.17
<u>Travel & Education</u>	\$50.00
<u>Utilities</u>	\$0.00
<u>Phone & Internet</u>	\$119.40
<u>Power</u>	\$8,646.25

Total Expenses

\$26,276.02

Net income for Period


\$38,572.39

Site Lease Agreement * 1

Site Lease Agreement

Blue Mountain Translator District (BMTD) and Riverview Baptist Church ("KOLU") or assigns, enter into this Site Lease Agreement ("Lease") this 1 day of October, 2018.

For the sum of \$83.00 per month, BMTD agrees to provide KOLU space on its tower and in the building located on the peak of Mt. Harris, Union County, Oregon, for the purposes of operating radio transmission and receive frequencies in the operation of its broadcasting in the ELgin, OR areas. Revenue from these payments shall be allocated to the Materials & Services - Repairs & Maintenance line item in the Engineering Program of BMTD's General Fund.

If any of the existing towers located at the site are not sufficient for the additional antenna(s) needed for KOLU's use, then KOLU shall have the right to install a new 35' mast provided BMTD shall first approve the construction plans to be submitted at least thirty days prior to commencement of any work at the site. 

The term of this Agreement shall be for a period of three (3) years and the parties shall have the option to renew this Agreement for three (3) additional and consecutive three (3) year periods. Each additional term will automatically renew if neither party provides notice 90 days before each renewal period of intent not to renew. If no notice is given, then each additional period will automatically renew. BMTD and KOLU both have the right to terminate the contract for whatever reason with 90 days' written notice to the other party at least 90 days prior to any renewal period.

This Lease shall become effective and the first payment due upon KOLU receiving all necessary permits and authorization from the FCC and commencement of installation of its transmission and reception equipment.

The Rent shall increase by 10% on each of the three (3) year renewal periods on the anniversary date of each three (3) year period during the term of this Agreement.

BMTD is providing keyed entry and access to its building and hereby consents to reasonable access to the building as necessary for the installation, operation and maintenance of The Station.

KOLU agrees to provide Liability Insurance of not less than \$1,000,000.00 at all times during the Lease. KOLU further agrees to carry fire insurance. KOLU will add BMTD to both policies as an additional insured.

Site Lease Agreement * 2

Any equipment or fixtures installed by KOLU may be removed by KOLU if doing so does not cause damage to the existing structure. If the equipment or fixture cannot be removed without damaging the structure, the equipment or fixtures shall become property of BMTD.

Transfer of this Lease shall be allowed by written consent by BMTD to KOLU Baptist Church upon its acquiring the Assets of the Station. BMTD agrees not to unreasonably withhold any such consent if KOLU were to transfer or sell The Station to any other party.

Specifications of the facility as planned which may be altered as needed so long as KOLU's equipment fits within the tower specified and the equipment rack within the building:

ERP: 10 watts Main
Antenna: Shively SLV, single bay
Transmitter: 50 to 300W, FCC Type Accepted. Bandpass filter installed on output
Coax: 1/2" Foam dielectric flexible line, as required
Rx Antenna: Kathrein/Scala CL-FM Log-Periodic
Rx. Coax: LMR-400, as required
Frequencies: Transmit 93.7 MHZ, Receive 90.1 MHZ
Telemetry: Wireless IP-based


This agreement shall be governed by the laws of the State of Oregon, Union County.

If KOLU, upon physical inspection of the Site, determines the purposes for which KOLU entered into this Agreement are not feasible, the parties agree to mutually terminate this Agreement at no cost to either party.

Entered into this [X] day of [Month], 2018.

BLUE MOUNTAIN TRANSLATOR DISTRICT

Tim Wallender, President of the
Board of Directors
P.O. Box 901
La Grande, OR 97850
Phone: 541-963-0196 Baker County
Website: www.bmd.org
Email: bmtd.org@gmail.com

Martin Gibbs, Director 
KOLU Christian Family Radio
Riverview Baptist Church
PO Box 2734
Pasco, WA 99302
Phone: 509-547-2062
Website: <https://www.kolu.com/>
Email: mgibbskolu@gmail.com