

Blue Mountain Translator District 1

Special Meeting at 11:55
Budget Committee Annual Meeting at 12:00
Regular Meeting at 12:30
Mamacita's International Grill
2003 4th ST
La Grande, OR 97850

Board of Directors Special Meeting May 29, 2019

1. Call to Order and Roll Call Vote
2. Appointment of Budget Committee Members
3. Adjournment

Budget Committee Annual Meeting May 29, 2019

1. Call to Order and Roll Call Vote
2. Review of Budget
 - a. Budget Officer Overview
 - b. Committee Comments
 - c. Public Comment
3. Adjournment

Board of Directors Regular Meeting May 29, 2019

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. Old Business
 - a. Safety - 1:00
5. New Business
 - a. Approval of Expenditures
 - b. Hiring of Temporary Office Assistant
 - c. Approval of Contracts
6. Public Comment - 5:00
7. Scheduling of Next Meeting and Adjournment - 1:00

Blue Mountain Translator District 2

5.a. Approval of Expenditures

Payee	Description	Line Item	Amount
Alex McHaddad	Lunch Reimbursement	Professional Services	TBD
All Around Sports	Union High School 2019-2020 Sports Posters (All 3 sports seasons)	Advertising	\$600.00
Baker County Chamber of Commerce	2019 Miner's Jubilee Booth	Advertising	\$165.00
Baker County Fair	2019 Booth	Advertising	\$50.00
*Health Insurance Provider	June 2019 Health Insurance	Insurance	\$222.90
Payroll & Accounting Services, PC	Accounting Services	Professional Services	\$768.75

*Invoice will be paid as per instructions from Special District Insurance Services.

5.b. Hiring of Temporary Office Assistant

Candidate: Callie Sheker-Grothe

Interview: 5/23, by Executive Director McHaddad and Director Kenny

Reference Check: 5/24/19

Assignment: June 1, 2019-July 30, 2019. Possible extension to August 15, 2019, depending on workload.

Wages: \$11.00 per hour. Executive Director may recommend \$0.50 increase for June-July pay period depending on performance.

Duties:

- Sort mail.
- Record payments and exemptions in District database.
- File service charge liability notices.
- Other duties as assigned.

Suggested Motion: *I move approve the hiring of Callie Sheker-Grothe for the position of Temporary Office Assistant for the terms and conditions described.*

Blue Mountain Translator District 3

5.c. Approval of Contracts

Health Insurance

In April, the Executive Director requested that BMTD offer a healthcare plan. Health insurance coverage is provided through Special Districts Insurance Services. Health insurance expenditures can be absorbed by the current budget and are proposed in the 2019-2020 budget.

The Red PPO K Plan offered through Regence has been selected. This plan costs \$297.20 per month, and BMTD must pay 75% of the costs. Approving this plan beginning June 2019 rather than July results in a significant annual savings to the District.

UWEO Sublease

United Way of Eastern Oregon proposes two changes in the sublease arrangement: Monthly rent changes to \$30.00 to use the office for 5 hours per week, or 12.5% of total cost for monthly use of space during business hours. UWEO will not store materials in the office, other than what is absolutely necessary for their staff to perform their duties. Also, UWEO will no longer use BMTD's Internet connection while in the office (informal arrangement; not currently reflected in sublease agreement).

Group Size Error (No Longer Small Group): 0
 Medical Census Entry Error: 0
 Medical Participation Error: 0



Blue Mountain Translator District

Quote April 9, 2019 for rates effective June 1, 2019

The premiums shown below are based on census data submitted with your proposal request. Final rates may vary if actual enrollment differs from the original census.

Minimum Employer Contribution Requirement: 75% employee & 0% dependent OR 50% employee & 50% dependent.
 Minimum Participation Requirement: 100% of eligible employees & 75% of eligible dependents.

The premiums below will require review if the effective date is after: June 1, 2019

Census Counts					
	Employee Only	Employee + Spouse	Employee + Family	Employee+ Child(ren)	Total
Subscribers	1	0	0	0	1

Medical Benefit Options Available					
Plan	Employee Only	Employee + Spouse	Employee + Family	Employee+ Child(ren)	Total Monthly Premium
Blue PPO II	\$432.29	\$864.58	\$1,232.03	\$799.74	\$432.29
Blue PPO II-A	\$412.55	\$825.10	\$1,175.77	\$763.22	\$412.55
Blue PPO III	\$395.92	\$791.84	\$1,128.37	\$732.45	\$395.92
Blue PPO IV	\$367.87	\$735.74	\$1,048.43	\$680.56	\$367.87
Blue PPO V	\$354.36	\$708.72	\$1,009.93	\$655.57	\$354.36
Blue PPO VI	\$337.73	\$675.46	\$962.53	\$624.80	\$337.73
Blue PPO VII	\$327.34	\$654.68	\$932.92	\$605.58	\$327.34
Red PPO C	\$390.73	\$781.46	\$1,113.58	\$722.85	\$390.73
Red PPO D	\$376.18	\$752.36	\$1,072.11	\$695.93	\$376.18
Red PPO E	\$349.16	\$698.32	\$995.11	\$645.95	\$349.16
Red PPO F	\$333.57	\$667.14	\$950.67	\$617.10	\$333.57
Red PPO H	\$314.87	\$629.74	\$897.38	\$582.51	\$314.87
Red PPO J	\$305.52	\$611.04	\$870.73	\$565.21	\$305.52
Red PPO K	\$297.20	\$594.40	\$847.02	\$549.82	\$297.20
Red PPO L	\$286.81	\$573.62	\$817.41	\$530.60	\$286.81
HSA #1	\$260.83	\$521.66	\$743.37	\$482.54	\$260.83

Dental Benefit Options Available					
ODS Premier Network	Employee Only	Employee + Spouse	Employee + Family	Employee+ Child(ren)	Total Monthly Premium
Constant Dental Plan (Option I)	\$50.95	\$92.47	\$134.07	\$96.84	\$50.95
Incentive Dental Plan (Option II)	\$54.95	\$100.59	\$146.19	\$104.55	\$54.95
Willamette Dental-Ortho Included					
WDG Standard Plan (Option III)	\$41.20	\$80.85	\$123.95	\$83.50	\$41.20
WDG Enhanced Plan (Option IV)	\$50.95	\$100.00	\$153.40	\$103.35	\$50.95

SDIS Medical Census Sheet

Group Name	Blue Mountain Translator District
Effective Date	6/1/2019
County	Baker
Employees Waived w/o Coverage	0
Dependents Waived w/o Coverage	0

Member Type (Non-waived and in E,S,C order, by family)	Date of Birth
E	1/27/1994

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is made effective as of the date set forth at the end of this document, by and between **BLUE MOUNTAIN TRANSLATOR DISTRICT** (the "Tenant") and **UNITED WAY OF EASTERN OREGON** (the "Subtenant"). Tenant previously entered into a Lease agreement with **UNION COUNTY** dated December 1st, 2018 (the "Master Lease"), a copy of which is attached to this Sublease Agreement as an exhibit. The Tenant wishes to now sublet the leased property to the Subtenant and the Subtenant wishes to sublet the leased property from the Tenant. The parties agree to the following Sublease arrangement:

I. PREMISES. Tenant, in consideration of the sublease payments described in this Agreement, sublets to Subtenant a property which is described as follows:

- 187 square feet of general office space
- located on the third floor of the Joseph Building, 1104 K Ave., La Grande, Oregon.

II. TERM AND POSSESSION. The term of this Sublease will begin on June 1, 2019 at 12:01 A.M. and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Master Lease. Subtenant's tenancy will terminate on November 30th, 2019 at 11:59 P.M., unless Landlord and Subtenant agree to sign another written agreement prior to the end of the tenancy providing for an additional tenancy term. Subtenant is not responsible for finding a replacement upon the termination of his or her tenancy.

III. SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease payments of \$31.00 (thirty-one dollars) each month for use of the office space up to 5 hours per week. No materials in the possession of the Subtenant will be stored on the premises unless necessary for use by employees of the Subtenant.

The rent shall be payable in advance on the 1st (first) of each month. No holidays, special events, or weekends shall excuse Subtenant's obligation to pay timely Rent.

Subtenant may be required to pay prorated rent from the beginning of this Sublease to the first full payment period. If Subtenant must pay prorated rent, Subtenant shall pay any prorated amount due at the execution of this Sublease.

Sublease payments shall be made to Tenant at the following address:

- PO Box 901 La Grande, OR 97850

This address may be changed from time to time. Subtenant will be informed in writing prior to the due date of that period's Sublease payment if the payment location has changed.

IV. NOTICES. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

- TENANT: PO Box 901 La Grande, OR 97850

- SUBTENANT: PO Box 862 La Grande OR 97850
- LANDLORD: 1106 K Avenue La Grande OR 97850

Such address may be changed at will by any party. A party changing their address will provide written notice to the other interested parties as described above.

V. GOVERNING LAW. This Sublease shall be construed in accordance with the laws of Oregon.

VI. DISPUTE RESOLUTION. If a disagreement arises during the Sublease period, the following actions shall take place:

- If there is a dispute between any of the interested Parties and the Parties are unable to come to an agreement through friendly negotiations amongst the Parties, all involved Parties agree to attempt to come to an agreement through the use of an agreed upon mediator.
- It is agreed that the costs involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to come to a resolution.
- Both parties agree that they shall allow the mediator 30 (thirty) days from the first meeting to reach a compromise before going to court.
- If the parties are unable to come to an agreement with the assistance of the mediator in 30 (thirty) days, they each reserve the right to bring legal action in a court of law or before an arbitrator.
- The decision of a court or arbitrator shall be legally binding upon all parties involved.

VII. LANDLORD'S CONSENT. The Master Lease requires the prior written consent of the Landlord to any subletting of the Premises. Such consent has been obtained and a copy is attached as an exhibit.

VIII. LEAD-BASED PAINT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

IX. SEVERABILITY. If there is a conflict between any provision of this Sublease and the State of Oregon (the "Act") the Act will prevail and such provisions of the Sublease Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Sublease Agreement.

If there is a conflict between any provision of this Sublease and any form of Sublease prescribed by the Act, that prescribed form will prevail and such provisions of the Sublease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the prescribed form are incorporated into this Sublease.

In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions, to the extent enforceable, and all other provisions, will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

X. SUBLETTING. The Subtenant will not assign, transfer, or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Tenant and the Landlord.

XI. INCORPORATION OF MASTER LEASE. This Sublease is subject to all of the terms of the Master Lease with the same force and effect as if each provision of the Master Lease were included in this Sublease, except as otherwise provided in this Sublease.

Landlord: Union County	Tenant: Blue Mountain Translator District	Subtenant: United Way of Eastern Oregon
Sign:	Sign:	Sign:
Print:	Print:	Print:
Date:	Date:	Date:

(Please put this on your district letterhead)

Volunteer Resolution

Resolution No.:
2019-2

A RESOLUTION EXTENDING WORKERS' COMPENSATION
COVERAGE TO VOLUNTEERS OF:
Blue Mountain Translator District

WHEREAS, the above district elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers as indicated below (checked "Applicable") and listed on the attached Volunteer Election Form(s).

Board Members Applicable Not Applicable

Public Officials on unpaid boards will be covered only for administrative and clerical functions while performing their authorized duties as elected officials.

Public Safety Volunteers Applicable Not Applicable

Public Safety Volunteers are covered at the assumed monthly wage indicated on the attached Volunteer Election Form(s).

Other Volunteers Applicable Not Applicable

Non-public safety volunteers and board members volunteering for duties other than administration and clerical functions will use the attached Volunteer Election Form(s) to keep track of their hours and have their assumed payroll reported in the correct Class Code for all their types of work using Oregon minimum wage.

A roster of active board members and volunteers will be kept monthly for reporting purposes and submitted to SDAO quarterly or more frequently upon request.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of
Blue Mountain Translator District

_____ to provide workers' compensation coverage as indicated above.

Blue Mountain Translator District

ADOPTED by the Board of Directors of _____

on 5/29/19.

(date)

Tim Wallender, Board President

Name and Title of Authorized Representative

5/29/19

ATTEST BY: _____ DATE: _____

Print Name and Title: Alex McHaddad, Executive Director

Cash Flow - 07/01/2018 to 06/30/2019

Selected Accounts

- [Assets](#)
- [Assets:Current Assets](#) and selected subaccounts
- [Imbalance-USD](#)
- [Orphan-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
Expenses:Engineering:GF Equipment	\$500.00
Income:Interest Income:MF Interest	\$13.23
Income:Interest Income:MM Interest	\$20.48
Income:Lease Income	\$13,047.40
Income:Other	\$2,930.25
Income:Power Reimbursement	\$16,220.56
Income:Powerline Leases	\$8,000.00
Income:Property Taxes	\$44,593.49
Income:Service Charges	\$53,219.00
Money In	\$329,323.24

Money out of selected accounts goes to

Expenses:Advertising	\$3,499.35
Expenses:Consultant	\$3,277.40
Expenses:Election Cost	\$1,132.77
Expenses:Engineering:GF Equipment	\$14,190.26
Expenses:Engineering:GF Technicians	\$12,170.00
Expenses:Fees	\$1,001.02
Expenses:Insurance:Liability	\$2,664.00
Expenses:Insurance:Worker's Comp.	\$564.90
Expenses:Leases	\$4,687.27
Expenses:Membership Dues	\$1,143.04
Expenses:Office Supplies	\$84.12
Expenses:Other	\$55.52
Expenses:Postage	\$2,017.63
Expenses:Professional Services	\$3,703.33
Expenses:Refunds	\$400.00
Expenses:Rent Expense	\$2,365.26

Profit & Loss For Period Covering 07/01/2018 to 06/30/2019

Revenues

<u>Income</u>		\$0.00
<u>Antenna Sale</u>		\$0.00
<u>Interest Income</u>	\$0.00	
<u>MF Interest</u>	\$13.23	
<u>MM Interest</u>	\$20.48	
<u>Lease Income</u>	\$13,047.40	
<u>Other</u>	\$2,930.25	
<u>Power Reimbursement</u>	\$16,220.56	
<u>Powerline Leases</u>	\$8,000.00	
<u>Property Taxes</u>	\$44,593.49	
<u>Service Charges</u>	\$53,219.00	
Total Revenue		\$138,044.41

Expenses

<u>Expenses</u>		\$0.00
<u>Advertising</u>		\$3,499.35
<u>Antenna Cost</u>		\$0.00
<u>Consultant</u>		\$3,277.40
<u>Election Cost</u>		\$1,132.77
<u>Engineering</u>	\$0.00	
<u>GF Equipment</u>	\$13,690.26	
<u>GF Repairs & Maintenance</u>	\$0.00	
<u>GF Technicians</u>	\$12,170.00	
<u>MF Powerline Maintenance</u>	\$0.00	
<u>MM Equipment</u>	\$0.00	
<u>Fees</u>		\$1,001.02
<u>Insurance</u>	\$0.00	
<u>Liability</u>	\$2,664.00	
<u>Worker's Comp.</u>	\$564.90	
<u>Leases</u>		\$4,687.27
<u>Membership Dues</u>		\$1,143.04
<u>Office Supplies</u>		\$84.12
<u>Other</u>		\$55.52
<u>Postage</u>		\$2,017.63
<u>Professional Services</u>		\$3,703.33

<u>Professional Services</u>		\$3,709.00	
<u>Refunds</u>		\$400.00	
<u>Rent Expense</u>		\$2,365.26	
<u>Taxes</u>		\$4,250.47	
<u>Travel & Education</u>		\$1,448.27	
<u>Unknown Expenses</u>		\$0.00	
<u>Utilities</u>	\$0.00		
<u>Phone & Internet</u>	\$875.32		
<u>Power</u>	\$26,116.38		
<u>Wages</u>		\$10,810.13	
Total Expenses			\$95,956.44
Net income for Period			\$42,087.97