

**PACIFIC COUNTY  
COMMUNICATIONS FACILITY USE AGREEMENT**

**WHEREAS**, Pacific County owns, operates, and maintains certain communications facilities throughout the COUNTY for the usage by municipal, local, and county government, and;

**WHEREAS**, such facilities are capable of supporting certain other communications systems without degrading or encumbering the COUNTY's systems, the COUNTY hereby enters into this Site Use Agreement with **Alexandra Communications, Inc.**, (hereinafter called **Alexandra**), this 1<sup>st</sup> day of June, 2013.

**WITNESSETH**: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

1. **TERM**: Unless Section Two (2) applies, the term of this Use Agreement shall run for a period of five (5) years from date of this Agreement and is renewable, upon agreement by both parties, at the end of this term.

2. **TERMINATION BY LESSEE**:

2.1 **Alexandra** shall have the right to terminate this lease upon thirty (30) days' written notice to the COUNTY upon the happening of any of the following events:

- If the approval of any agency, board, court or other governmental authority necessary for construction and/or operation of **Alexandra's** equipment cannot be obtained, or if **Alexandra** determines in its reasonable judgment that the cost of obtaining such approval is prohibitive.
- If **Alexandra** determines at any time that the premises are not appropriate for **Alexandra's** equipment for technological reasons, including, but not limited to, signal interference.
- If **Alexandra's** license to operate the equipment/services that pertain to this use agreement is revoked, removed or suspended.

3. **EVENTS OF DEFAULT, NOTICE AND OPPORTUNITY TO CURE:** If either party fails to comply with a covenant made by such party in this Use Agreement, or fails to abide by a condition binding on such party contained in this Use Agreement, or if **Alexandra** fails to make a payment hereunder when due, (each individually, an “Event of Default”), then the other party shall deliver notice of such Event of Default to the defaulting party, who shall be permitted to cure the same within fifteen (15) days of delivery of such notice. If such Event of Default cannot reasonable be cured within such fifteen day period, then the defaulting party shall be deemed to have cured the same if it takes all reasonable steps to do so within such fifteen day period and thereafter diligently proceeds to effect such cure; provided, that, such cure is actually and fully effected within ninety (90) days of delivery of the notice delivered pursuant hereto.
  
4. **PAYMENT:** **Alexandra** shall pay the COUNTY annually the amount as determined by Exhibit A of this Use Agreement. Such annual amount shall be prepaid by January 20<sup>th</sup> for the term January 1<sup>st</sup> to December 31<sup>st</sup>.
  
5. **RATES:** At the end of the first year of this Use Agreement, the COUNTY shall review the rates and make adjustments as are appropriate. The adjusted rates shall consider the consumer price index, the DNR rates for comparable sites, and rates charged by the private sector, however, in no case shall the adjustment exceed five (5%) percent/year.
  
6. **INDEMNITY:** Each party (the “Indemnitor”) agrees to indemnify, defend, and hold the other party harmless from any liabilities or claims or injuries to property or persons on or about the premises which are occasioned by the use of the premises and caused by reason of the acts or omissions of the Indemnitor, its agents, contractors, licenses, employees, or invitees. Provided that if the claims for damages are caused by or result from the concurrent negligence of (a) the COUNTY, its agents or employees; and (b) **Alexandra**, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision

shall be valid and enforceable only to the extent of the negligence of the Indemnitor's agents or employees. If **Alexandra** requests proof of liability insurance by the COUNTY, the COUNTY shall provide evidence of such insurance. Currently the COUNTY is insured by the Washington Counties Risk Pool.

7. **PREMISES:** The COUNTY shall provide **Alexandra** tower and shelter space in addition to fenced security and access to the facility. **Alexandra** shall install communications equipment as described in Exhibit A of this Use Agreement. Facilities covered by this Use Agreement, and reserved for **Alexandra's** exclusive use, are located on the following described land: Pacific County Property located at 46° 17' 10" North Latitude, 123° 53' 50" West Longitude (Megler Site).
  
8. **EQUIPMENT:** **Alexandra** shall install and maintain equipment using good communication practices, and in accordance with all applicable codes. **Alexandra** shall also adhere to the Pacific County Facility Use Standards described in Exhibit B and made a part of this Agreement. Antenna feeds shall be "1/2" or larger jacketed solid sheathed transmission line.
  - Cable shall be clamped to cable trays in accordance with existing methods.
  - Equipment shall be bonded to existing ground grid in accordance with applicable codes.
  
9. **INTERFERENCE:** **Alexandra** shall provide all necessary equipment to eliminate any interference to existing site users\* from the installation of its communications system. Such equipment shall include, but not be limited to, filters, cavities, isolators, combiners, amplifiers, and splitters. Should subsequent site users find it necessary to install interference mitigating devices on **Alexandra's** equipment, **Alexandra** shall cooperate; however, **Alexandra** shall not be required to bear the financial cost. If equipment installed at the site interferes with equipment previously installed at the site by another user, then the equipment formerly installed shall have priority over the equipment subsequently installed. If technical

conflicts between items of equipment cannot be resolved, then the equipment first installed shall remain operational and the other equipment causing the interference shall be modified or removed. The COUNTY shall retain final authority regarding what equipment can be installed and what interference mitigating methods must be employed. The COUNTY has approved placement of the equipment described in Exhibit A attached hereto.

**\*(Defined as pre-existing site users whose installation of equipment at the Megler Site predates the installation of Alexandra equipment at the Megler Site).**

10. **SECURITY AND MAINTENANCE**: The COUNTY shall provide reasonable security for the premises throughout the term of the Use Agreement at no additional charge to **Alexandra**. The COUNTY, at its expense, shall maintain the tower, building, security fences, and all related facilities in good order and condition and in accordance with all applicable laws and regulations throughout the term of the Use Agreement. **Alexandra** shall be responsible for maintenance of its facilities and equipment. In the event that the COUNTY fails to maintain the tower with respect to any FCC/FAA regulations, **Alexandra** shall notify the COUNTY of such default and request cure within ten (10) days.
11. **IMPROVEMENTS**: All construction, improvements and/or alterations of the facility at any time whatsoever shall be subject to COUNTY's prior approval, which shall not be unreasonably withheld.
12. **CASUALTIES**: If a tower or building is damaged or destroyed that contains equipment of **Alexandra** and the COUNTY fails to commence rebuilding within thirty (30) days of the occurrence of the damage or thereafter fails to prosecute completion of such repairs in a diligent manner, then **Alexandra** shall be entitled to terminate the Use Agreement according to Paragraph 2. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by **Alexandra**, there shall be an equitable reduction of rent until the damage has been repaired.

13. **TAXES:** **Alexandra** agrees to pay the COUNTY all applicable leasehold taxes pursuant to the provisions of Chapter 82.29A RCW, and any State and Local regulations issued thereto. In the event of damage by fire or other casualty loss to the tower or building that renders the property unusable by **Alexandra** there shall be an equitable reduction of rent until the damage has been repaired.
  
14. **OWNERSHIP OF EQUIPMENT:** All transmitting and receiving equipment, shelters, and support facilities listed under Exhibit A, installed at the site by **Alexandra** shall be and remain the property of **Alexandra** and may be removed or replaced by **Alexandra** at any time from time to time, provided that **Alexandra** repairs any damage caused in conjunction with such removal and replacement.
  
15. **ASSIGNMENTS AND SUBLETTING:** It is agreed that this Use Agreement may be assigned by either party with the prior approval of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, **Alexandra** may assign this Use Agreement upon prior written notice to, but without the consent of COUNTY to (i) any affiliate of **Alexandra**, or (ii) any entity which buys all or substantially all of the assets of **Alexandra** used in connection with the operation of **Alexandra**. The assignee or transferee shall have the right to assume this Use Agreement with all its terms and conditions for the remaining lease term.
  
16. **DISPUTES, VENUE AND ATTORNEY'S FEES:** Should any litigation be commenced by a party concerning this Use Agreement, then the party prevailing in any such action or proceeding or appeal thereon shall be entitled to recover its court costs and reasonable attorneys' fees from the other party. Any action taken to enforce a provision of this agreement shall be subject to Washington State Law and shall be filed in Pacific County Superior Court. The parties agree that prior to filing any action in Superior Court that they will attempt to meet and resolve any potential disputes.

17. **AUTHORITY**: Each party warrants to the other that it has authority to enter into and perform this Use Agreement and it has taken all action required to authorize execution of this Use Agreement.
18. **ALL WRITINGS CONTAINED HEREIN**: This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the parties hereto.
19. **WAIVER OF SUBROGATION**: COUNTY and **Alexandra** hereby waive any and all rights of recovery against the other party, and its employees and officers for loss or damage to the party or its property where such loss is or could be insured against under any fire and extended coverage policy available in the State of Washington. Each party shall cause all insurance policies obtained by it to contain a waiver of subrogation consistent with the foregoing.

20. **NOTICES:** All notices, requests, demands and other communications given under this Use Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, addressed as follows:

If to COUNTY:

Pacific County Board of County Commissioners  
PO Box 187  
South Bend, WA 98586  
Attn: Communications Engineer

If to ALEXANDRA:

Alexandra Communications, Inc.  
1600 Gray Lynn Drive  
Walla Walla, WA 99362  
Contact: Tom Hodgins

Tax ID No. 912074715

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS THIS  
14<sup>th</sup> day of May, 2013.

ALEXANDRA COMMUNICATIONS, INC.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON  
PO BOX 187  
SOUTH BEND, WA 98586

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Federal Communications Commission Washington, D.C. 20554  <p style="text-align: center;"><b>FCC 301</b></p>	Approved by OMB 3060-0027 (July 2011)  FOR FCC USE ONLY
<b>APPLICATION FOR CONSTRUCTION PERMIT FOR COMMERCIAL BROADCAST STATION</b>  Read INSTRUCTIONS Before Filling Out Form	FOR COMMISSION USE ONLY FILE NO. - 20130415ACM

**Section I - General Information**

1.	Legal Name of the Applicant ALEXANDRA COMMUNICATIONS, INC.	
	Mailing Address 1600 GRAY LYNN DR	
	City WALLA WALLA	State or Country (if foreign address) WA
		ZIP Code 99362 -
	Telephone Number (include area code) 5095271000	E-Mail Address (if available) TOMH@POCKETINET.COM
	FCC Registration Number: 0007720303	Call Sign KRKZ-FM
		Facility ID Number 189499
2.	Contact Representative (if other than Applicant) ALEXANDRA COMMUNICATIONS, INC.	Firm or Company Name
	Mailing Address 1600 GRAY LYNN DR	
	City WALLA WALLA	State or Country (if foreign address) WA
		ZIP Code 99362 -
	Telephone Number (include area code) 5095271000	E-Mail Address (if available) TOMH@POCKETINET.COM
3.	If this application has been submitted without a fee, indicate reason for fee exemption (see 47 C.F.R. Section 1.1114): <input type="radio"/> Governmental Entity <input type="radio"/> Other <input checked="" type="radio"/> N/A (Fee Required)	
4.	<b>Application Purpose</b> <input type="radio"/> New station <input type="radio"/> New Station with Petition for Rulemaking or Counterproposal to Amend FM Table of Allotments <input type="radio"/> New Station with Petition for Rulemaking or Counterproposal to Amend FM Table of Allotments using Tribal Priority <input type="radio"/> Major Modification of construction permit <input type="radio"/> Minor Modification of construction permit <input type="radio"/> Major Amendment to pending application <input type="radio"/> Major Change in licensed facility <input checked="" type="radio"/> Minor Change in licensed facility <input type="radio"/> Minor Amendment to pending application (a) File number of original construction permit: - <input type="checkbox"/> NA (b) Service Type: <input type="radio"/> AM <input checked="" type="radio"/> FM <input type="radio"/> TV <input type="radio"/> DTV <input type="radio"/> DTS (c) DTV Type: <input type="radio"/> Pre-Transition <input type="radio"/> Post-Transition <input type="radio"/> Both (d) Community of License: City: CHINOOK State: WA (e) Facility Type: <input checked="" type="radio"/> Main <input type="radio"/> Auxiliary	
	If an amendment, submit as an Exhibit a listing by Section and Question Number the portions of the pending application that are being revised. <span style="float: right;">[Exhibit 1]</span>	

**NOTE:** In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

**Section II - Legal**

1. <b>Certification.</b> Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the	<input checked="" type="radio"/> Yes <input type="radio"/> No
---	---

application instructions and worksheets.	
<b>2. Parties to the Application.</b>	
<p>a. List the applicant, and, if other than a natural person, its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. If a corporation or partnership holds an attributable interest in the applicant, list separately its officers, directors, stockholders with attributable interests, non-insulated partners and/or members. Create a separate row for each individual or entity. Attach additional pages if necessary.</p> <p>(1) Name and address of the applicant and each party to the application holding an attributable interest (if other than individual also show name, address and citizenship of natural person authorized to vote the stock or holding the attributable interest). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and other entities with attributable interests, and partners.</p> <p>(2) Citizenship.</p> <p>(3) Positional Interest: Officer, director, general partner, limited partner, LLC member, investor/creditor attributable under the Commission's equity/debt plus standard, etc.</p> <p>(4) Percentage of votes.</p> <p>(5) Percentage of total assets (equity plus debt).</p> <p>[Enter Parties/Owners Information]</p>	
b. Applicant certifies that equity and financial interests not set forth above are non-attributable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A See Explanation in [Exhibit 2]
<b>3. Other Authorizations.</b> List call signs, locations, and facility identifiers of all other broadcast stations in which applicant or any party to the application has an attributable interest.	<input type="checkbox"/> N/A [Exhibit 3]
<b>4. Multiple Ownership.</b>	
a. Is the applicant or any party to the application the holder of an attributable radio joint sales agreement or an attributable radio or television time brokerage agreement in the same market as the station subject to this application?  If "YES," radio applicants must submit as an Exhibit a copy of each such agreement for radio stations.	<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 4]
b. Applicant certifies that the proposed facility complies with the Commission's multiple ownership rules and cross-ownership rules.  Radio applicants only: If "Yes," submit an Exhibit providing information regarding the market, broadcast station(s), and other information necessary to demonstrate compliance with 47 C.F.R. § 73.3555(a).  All Applicants: If "No," submit as an Exhibit a detailed explanation in support of an exemption from, or waiver of, 47 C.F.R. § 73.3555.	<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 5]
c. Applicant certifies that the proposed facility: (1) does not present an issue under the Commission's policies relating to media interests of immediate family members; (2) complies with the Commission's policies relating to future ownership interests; and (3) complies with the Commission's restrictions relating to the insulation and non-participation of non-party investors and creditors.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 6]
d. Does the Applicant claim status as an "eligible entity," that is, an entity that qualifies as a small business under the Small Business Administration's size standards for its industry grouping (as set forth in 13 C.F.R. § 121-201), and holds: (1) 30 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet; or (2) 15 percent or more of the stock or partnership interests and more than 50 percent of the voting power of the corporation or partnership that will own the media outlet, provided that no other person or entity owns or controls more than 25 percent of the outstanding stock or partnership interests; or (3) more than 50 percent of the voting power of the corporation that will own the media outlet (if such corporation is a publicly traded company)? All applicants: If "Yes," submit as an Exhibit a detailed showing demonstrating proof of status as an eligible entity.	<input type="radio"/> Yes <input checked="" type="radio"/> No See Explanation in [Exhibit 7]
<b>5. Character Issues.</b> Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with: a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or b. any pending broadcast application in which character issues have been raised.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 8]
<b>6. Adverse Findings.</b> Applicant certifies that, with respect to the applicant and any party to the application, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 9]

7.	<b>Alien Ownership and Control.</b> Applicant certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.	<input type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 10]
8.	<b>Program Service Certification.</b> Applicant certifies that it is cognizant of and will comply with its obligations as a commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.	<input type="radio"/> Yes <input type="radio"/> No
9.	<b>Local Public Notice.</b> Applicant certifies that it has or will comply with the public notice requirements of 47 C.F.R. Section 73.3580.	<input type="radio"/> Yes <input type="radio"/> No
10.	<b>Auction Authorization.</b> If the application is being submitted to obtain a construction permit for which the applicant was the winning bidder in an auction, then the applicant certifies, pursuant to 47 C.F.R. Section 73.5005(a), that it has attached an exhibit containing the information required by 47 C.F.R. Sections 1.2107(d), 1.2110(i), 1.2112(a) and 1.2112(b), if applicable.  An exhibit is required unless this question is inapplicable.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A  [Exhibit 11]
11.	<b>Anti-Drug Abuse Act Certification.</b> Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
12.	<b>Equal Employment Opportunity (EEO).</b> If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
13.	<b>Petition for Rulemaking/Counterproposal to Add New FM Channel to FM Table of Allotments.</b> If the application is being submitted concurrently with a Petition for Rulemaking or Counterproposal to Amend the FM Table of Allotments (47 C.F.R. section 73.202) to add a new FM channel allotment, petitioner/counter-proponent certifies that, if the FM channel allotment requested is allotted, petitioner/counter-proponent will apply to participate in the auction of the channel allotment requested and specified in this application.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
14.	<b>Tribal Priority - Threshold Qualifications.</b> Is the Applicant applying for an FM allotment set forth in a Public Notice announcing a Tribal Threshold Qualifications window? An Applicant answering "Yes" must provide an Exhibit demonstrating that it would have been qualified to add the allotment for which it is applying using the Tribal Priority.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  [Exhibit 12]

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing THOMAS D. HODGINS	Typed or Printed Title of Person Signing PRESIDENT
Signature	Date 4/15/2013

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

<b>Section III-B - FM Engineering</b>	
<b>TECHNICAL SPECIFICATIONS</b>	
Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.	
<b>TECH BOX</b>	
1.	Channel Number: 232
2.	Class (select one): <input checked="" type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input type="radio"/> C3 <input type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C <input type="radio"/> D
3.	Antenna Location Coordinates: (NAD 27)  Latitude: Degrees 46 Minutes 17 Seconds 12 <input checked="" type="radio"/> North <input type="radio"/> South  Longitude: Degrees 123 Minutes 53 Seconds 46 <input checked="" type="radio"/> West <input type="radio"/> East
4.	Proposed Allotment or Assignment Coordinates: (NAD 27) <input checked="" type="checkbox"/> Not Applicable  Latitude: Degrees Minutes Seconds <input type="radio"/> North <input type="radio"/> South  Longitude: Degrees Minutes Seconds <input type="radio"/> West <input type="radio"/> East

5. Antenna Structure Registration Number:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA	
6. Overall Tower Height Above Ground Level:	25meters	
7. Height of Radiation Center Above Mean Sea Level:	436 meters(H)	436 meters(V)
8. Height of Radiation Center Above Ground Level:	25meters(H)	25meters(V)
9. Height of Radiation Center Above Average Terrain:	380meters(H)	380meters(V)
10. Effective Radiated Power:	0.4 kW(H)	0.4 kW(V)
11. Maximum Effective Radiated Power: <input checked="" type="checkbox"/> Not Applicable (Beam-Tilt Antenna ONLY)	kW(H)	kW(V)
12. Directional Antenna Relative Field Values: <input checked="" type="checkbox"/> Not applicable (Nondirectional)		
Rotation (Degrees):	<input type="checkbox"/> No Rotation	

Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
0		10		20		30		40		50	
60		70		80		90		100		110	
120		130		140		150		160		170	
180		190		200		210		220		230	
240		250		260		270		280		290	
300		310		320		330		340		350	
Additional Azimuths											

Relative Field Polar Plot

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.

**CERTIFICATION**

**AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 13-16. PROCEED TO ITEM 17.**

13. <b>Availability of Channels.</b> The proposed facility complies with the allotment requirements of 47 C.F.R. Section 73.203.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 27]
14. <b>Community Coverage.</b> The proposed facility complies with 47 C.F.R. Section 73.315.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 28]
15. <b>Main Studio Location.</b> The proposed main studio location complies with 47 C.F.R. Section 73.1125.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 29]
16. <b>Interference.</b> The proposed facility complies with all of the following applicable rule sections: Check all those that apply:  <b>Separation Requirements.</b> <input checked="" type="checkbox"/> a) 47 C.F.R. Section 73.207  <b>Grandfathered Short-Spaced.</b> <input type="checkbox"/> b) 47 C.F.R. Section 73.213(a) with respect to station(s): [Exhibit 31] <b>Exhibit required</b> <input type="checkbox"/> c) 47 C.F.R. Section 73.213(b) with respect to station(s): [Exhibit 32] <b>Exhibit required</b> <input type="checkbox"/> d) 47 C.F.R. Section 73.213(c) with respect to station(s): [Exhibit 33] <b>Exhibit required.</b>  <b>Contour Protection</b> <input checked="" type="checkbox"/> e) 47 C.F.R. Section 73.215 with respect to station(s): [Exhibit 34] <b>Exhibit required.</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 30]

<b>17. Environmental Protection Act.</b> The proposed facility is excluded from environmental processing under 47. C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Appendix A, an <b>Exhibit is required.</b>  By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.	<input checked="" type="radio"/> Yes <input type="radio"/> No  See Explanation in [Exhibit 35]
<b>18. Community of License Change - Section 307(b).</b> If the application is being submitted to change the facility's community of license, then the applicant certifies that it has attached an exhibit containing information demonstrating that the proposed community of license change constitutes a preferential arrangement of station assignments under Section 307(b) of the Communications Act of 1934, as amended (47 U.S.C. Section 307(b)).  <b>An exhibit is required unless this question is not applicable.</b>	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A  [Exhibit 36]
<b>PREPARERS CERTIFICATION ON PAGE 3 MUST BE COMPLETED AND SIGNED.</b>	

**SECTION III - PREPARER'S CERTIFICATION**

I certify that I have prepared Section III (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name ERIK C. SWANSON, P.E.	Relationship to Applicant (e.g., Consulting Engineer) CONSULTING ENGINEER	
Signature	Date 4/15/2013	
Mailing Address HATFIELD & DAWSON CONSULTING ENGINEERS 9500 GREENWOOD AVE N		
City SEATTLE	State or Country (if foreign address) WA	Zip Code 98103 -
Telephone Number (include area code) 2067839151	E-Mail Address (if available) ESWANSON@HATDAW.COM	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Exhibits**

**Exhibit 5**  
Description: MULTIPLE OWNERSHIP COMPLIANCE

THE PROPOSED FACILITY WILL NOT OPERATE WITHIN AN ARBITRON-RATED MARKET, AND WILL NOT HAVE PRINCIPAL COMMUNITY CONTOUR OVERLAP WITH ANY OTHER ATTRIBUTABLE STATION. THEREFORE, NO FURTHER ANALYSIS IS REQUIRED TO DEMONSTRATE COMPLIANCE WITH SECTION 73.3555(A) OF THE COMMISSION'S RULES.

**Attachment 5**

**Exhibit 28**  
Description: COMMUNITY COVERAGE

**Attachment 28**

Description
<u>KRKZ-FM 232A CONTOUR MAP</u>
<u>KRKZ-FM 232A TRANSMITTER SITE MAP</u>

**Exhibit 34**  
Description: ALLOCATION STUDY

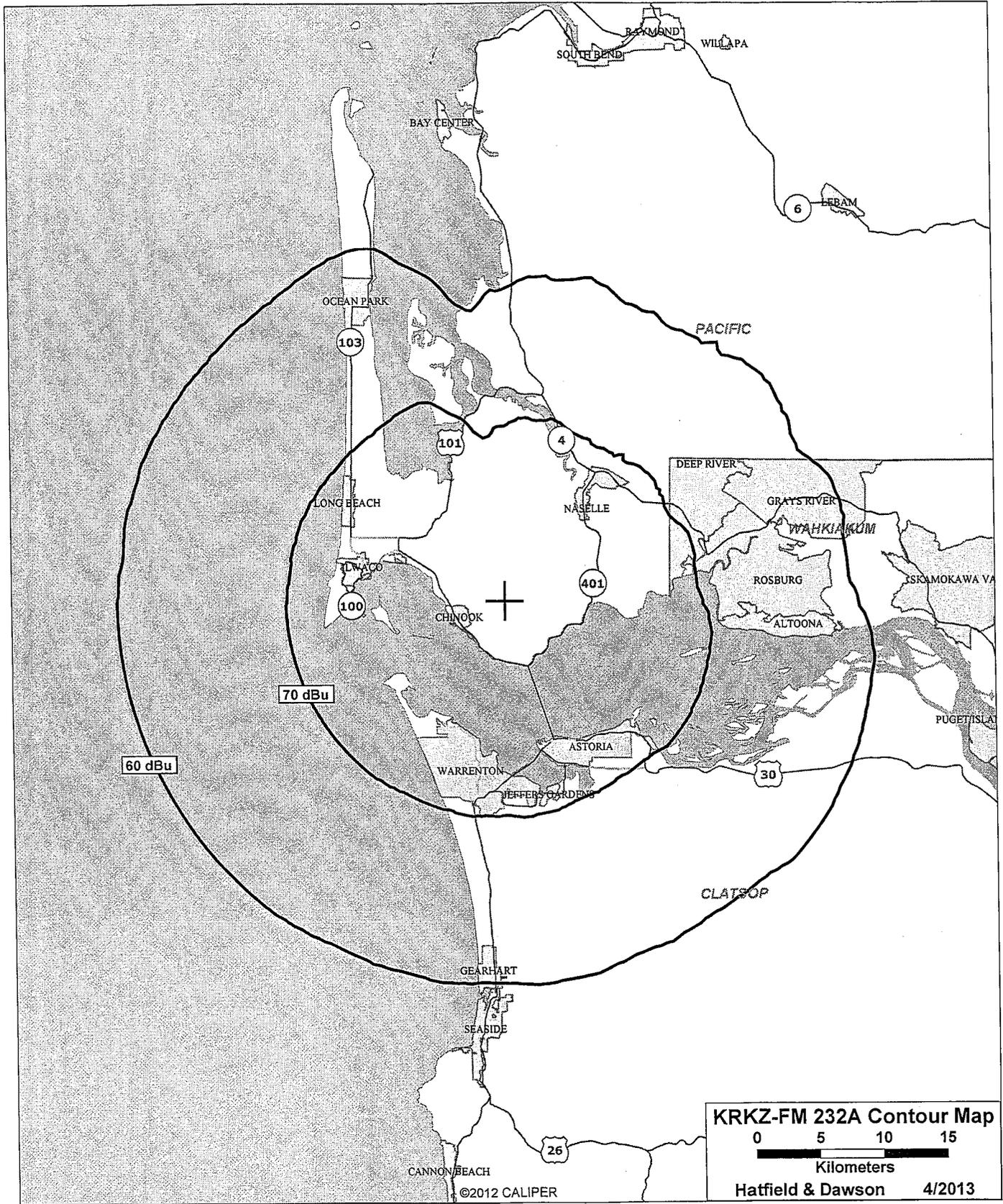
**Attachment 34**

Description
KRKZ-FM 232A ALLOCATION STUDY

**Exhibit 35**  
Description: ENVIRONMENTAL

**Attachment 35**

Description
KRKZ-FM 232A RF EXPOSURE STUDY



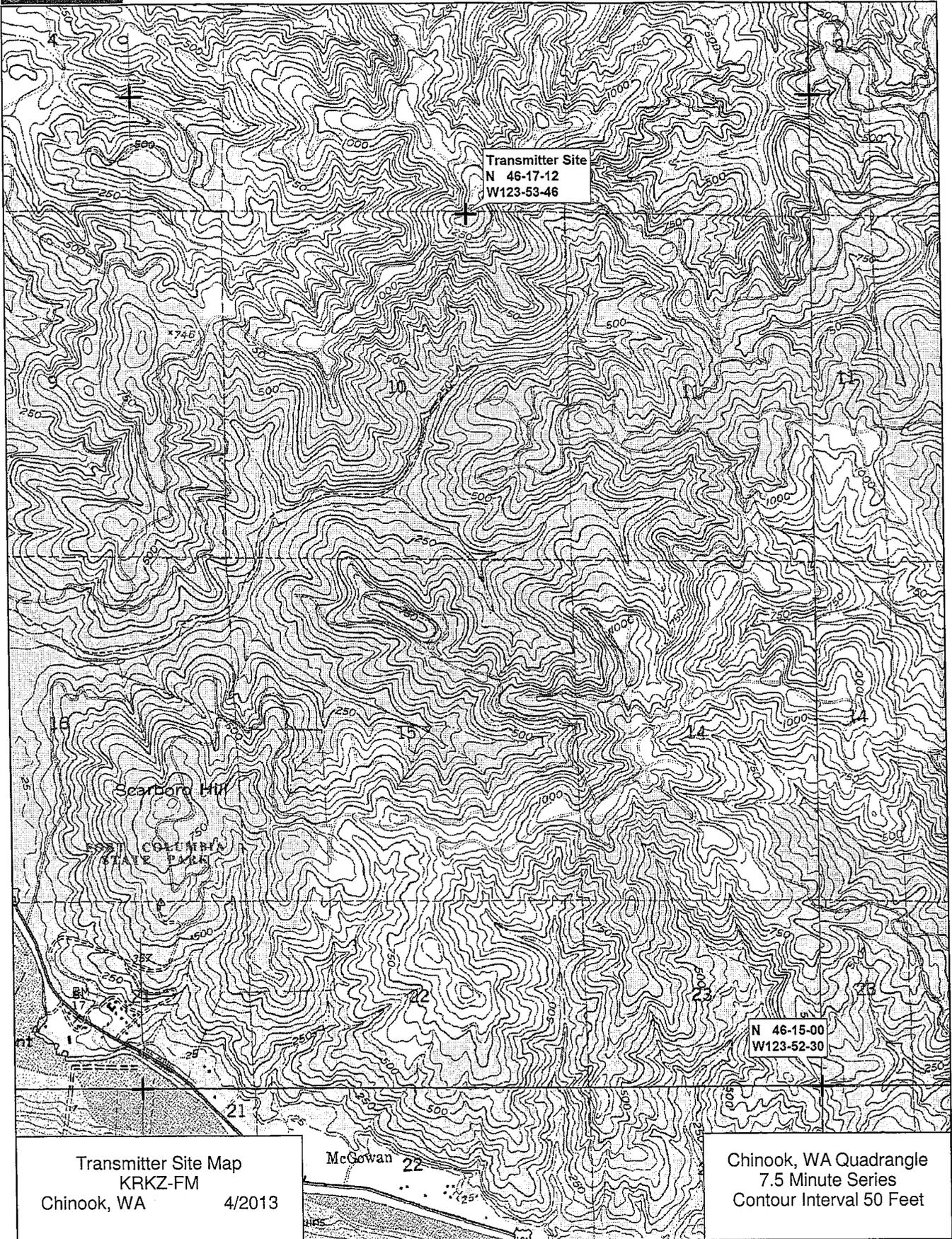
**KRKZ-FM 232A Contour Map**

0 5 10 15

Kilometers

Hatfield & Dawson 4/2013

©2012 CALIPER

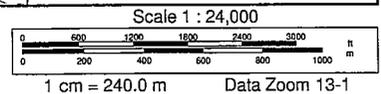
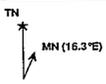


Transmitter Site  
 N 46-17-12  
 W123-53-46

N 46-15-00  
 W123-52-30

Transmitter Site Map  
 KRKZ-FM  
 Chinook, WA 4/2013

Chinook, WA Quadrangle  
 7.5 Minute Series  
 Contour Interval 50 Feet



**April 2013  
KRKZ-FM Channel 232A  
Chinook, WA  
Allocation Study**

The attached spacing study shows that the proposed operation meets the co-channel and adjacent channel spacing requirements for Class A stations as prescribed in §73.207 of the Commission's Rules, with the exception of a short-spacing to the licensed operation of KQCB-FM on Channel 235C3 at Cannon Beach.

Despite the fact that the licensed KRKZ-FM facility operates from a transmitter site which is fully-spaced to KQCB-FM, there does exist overlap of the licensed KRKZ-FM 100 dBu F(50,10) contour to the KQCB-FM 60 dBu F(50,50) contour<sup>1</sup> amounting to 8 sq km of land area.

As depicted on the attached allocation study map, the proposed KRKZ-FM facility does not increase the area of overlap caused to KQCB-FM. Specifically, the area of overlap caused to KQCB-FM will be reduced to 6.2 sq km.

Commission policy permits areas of existing "fully spaced" overlap to be maintained in short-spaced applications so long as the area of overlap is not increased. Therefore, it is believed that the instant application complies with all allocation requirements with respect to KQCB-FM. It is not believed necessary to request a waiver in this situation, but waiver of §73.215 is nevertheless requested to the extent required.

---

<sup>1</sup> There is no overlap of the KQCB-FM 100 dBu F(50,10) contour to either the existing or proposed KRKZ-FM 60 dBu F(50,50) contour.

## SEARCH PARAMETERS

FM Database Date: 130402

Channel: 232A 94.3 MHz  
 Latitude: 46 17 12  
 Longitude: 123 53 46  
 Safety Zone: 32 km  
 Job Title: KRKZ 232A MEGLER

Page 1

Call Status	City St	FCC File No.	Channel Freq.	ERP(kW) HAAT(m)	Latitude Longitude	Bearing deg-True	Dist (km)	Req (km)
KMPSaux LIC	SEATTLE WA	BXLH-60530AHC	231C 94.1	53.000 371.0	47-32-37 122-06-35	43.5	195.05 0.00	0 AUX
KZZRaux LIC	TILLAMOOK OR	BXLH-60323ABV	232C3 94.3	6.500 -60.0	45-27-25 123-52-17	178.8	92.24 0.00	0 AUX
KYAB-LP LIC	ABERDEEN WA	BLL-60628ACS	232L1 94.3	0.100 -33.6	46-58-32 123-50-01	3.5	76.73 9.73	67 CLOSE
KRKZ-FM LIC	CHINOOK WA	BLH-30219ACJ	232A 94.3	3.000 14.0	46-19-05 124-02-40	287.1	11.95 -103.05	115 SHORT
KLYK LIC	KELSO WA	BLH-30305AAA	233A 94.5	3.000 DA 145.0	46-16-49 122-52-34	90.2 SS	78.61 6.61	72 CLOSE
KLYKaux LIC	KELSO WA	BXMLH-30930AQE	233A 94.5	0.225 100.0	46-12-54 123-02-24	96.6	66.50 0.00	0 AUX
KQCB-FM1 LIC	ASTORIA OR	BLFTB-60517AAT	235D 94.9	0.130 DA 0.0	46-11-17 123-49-50	155.3	12.07 0.00	0 BOOST
KQCB-FM LIC	CANNON BEACH OR	BLH-60517AAN	235C3 94.9	7.000 92.0	45-57-08 123-56-14	184.9 SS	37.31 -4.69	42 SHORT

ABSOLUTE MINIMUM 73.215 SPACING = 36 KM

==== END OF FM SPACING STUDY FOR CHANNEL 232 =====

Existing overlap of the KRKZ-FM 100 dBu F(50,10) contour to the KQCB-FM 60 dBu F(50,50) contour = 8.0 sq km (land)

Proposed overlap of the KRKZ-FM 100 dBu F(50,10) contour to the KQCB-FM 60 dBu F(50,50) contour = 6.2 sq km

KRKZ-FM 232A Chinook  
Proposed 73.215 Contours  
60 dBu F(50,50)  
100 dBu F(50,10)

KRKZ-FM 232A Chinook  
Licensed Contours  
60 dBu F(50,50)  
100 dBu F(50,10)

KQCB-FM 235C3 Cannon Beach  
Licensed 73.215 Contours  
60 dBu F(50,50)  
100 dBu F(50,10)

PACIFIC

WAHIAKUM

CHINOOK

CLATSOP

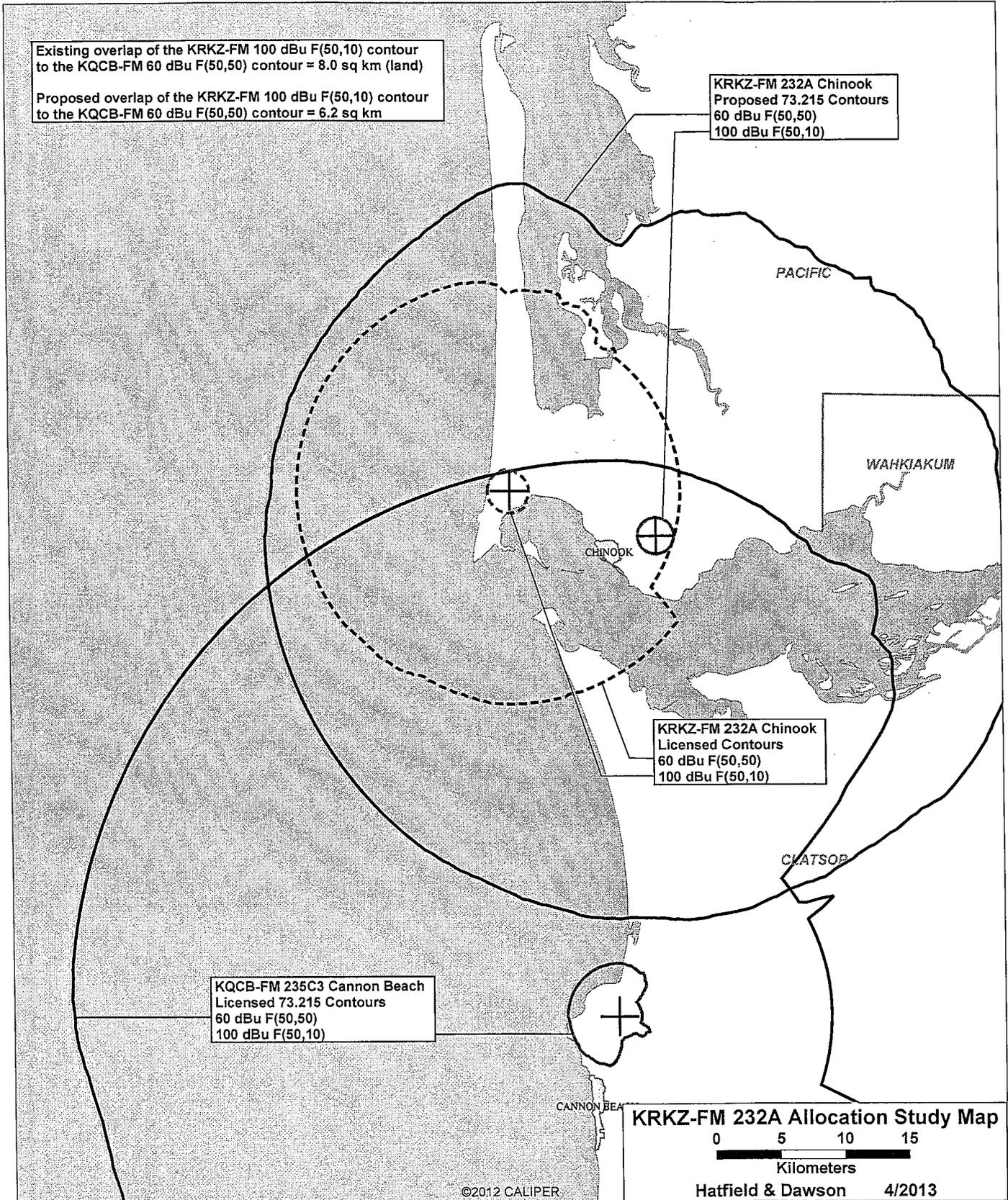
CANNON BEACH

### KRKZ-FM 232A Allocation Study Map

0 5 10 15

Kilometers

Hatfield & Dawson 4/2013



April 2013  
KRKZ-FM Channel 232A  
Chinook, WA  
RF Exposure Study

**Facilities Proposed**

The proposed operation will be on Channel 232A (94.3 MHz) with an effective radiated power of 0.400 kilowatts. Operation is proposed with a 1-element circularly-polarized omni-directional antenna which will be installed on a tower located at Megler Mountain.

The proposed antenna support structure will not exceed 60.96 meters (200 feet) above ground and does not require notification to the Federal Aviation Administration. Therefore, this structure does not require an Antenna Structure Registration Number.

**RF Exposure Calculations**

The power density calculations shown below were made using the techniques outlined in OET Bulletin No. 65. "Ground level" calculations in this report have been made at a reference height of 2 meters above ground to provide a worst-case estimate of exposure for persons standing on the ground in the vicinity of the tower. The equation shown below was used to calculate the ground level power density figures from the antenna.

$$S(\mu W / cm^2) = \frac{33.40981 \times AdjERP(Watts)}{D^2}$$

Where: *AdjERP(Watts)* is the maximum lobe effective radiated power times the element pattern factor times the array pattern factor.

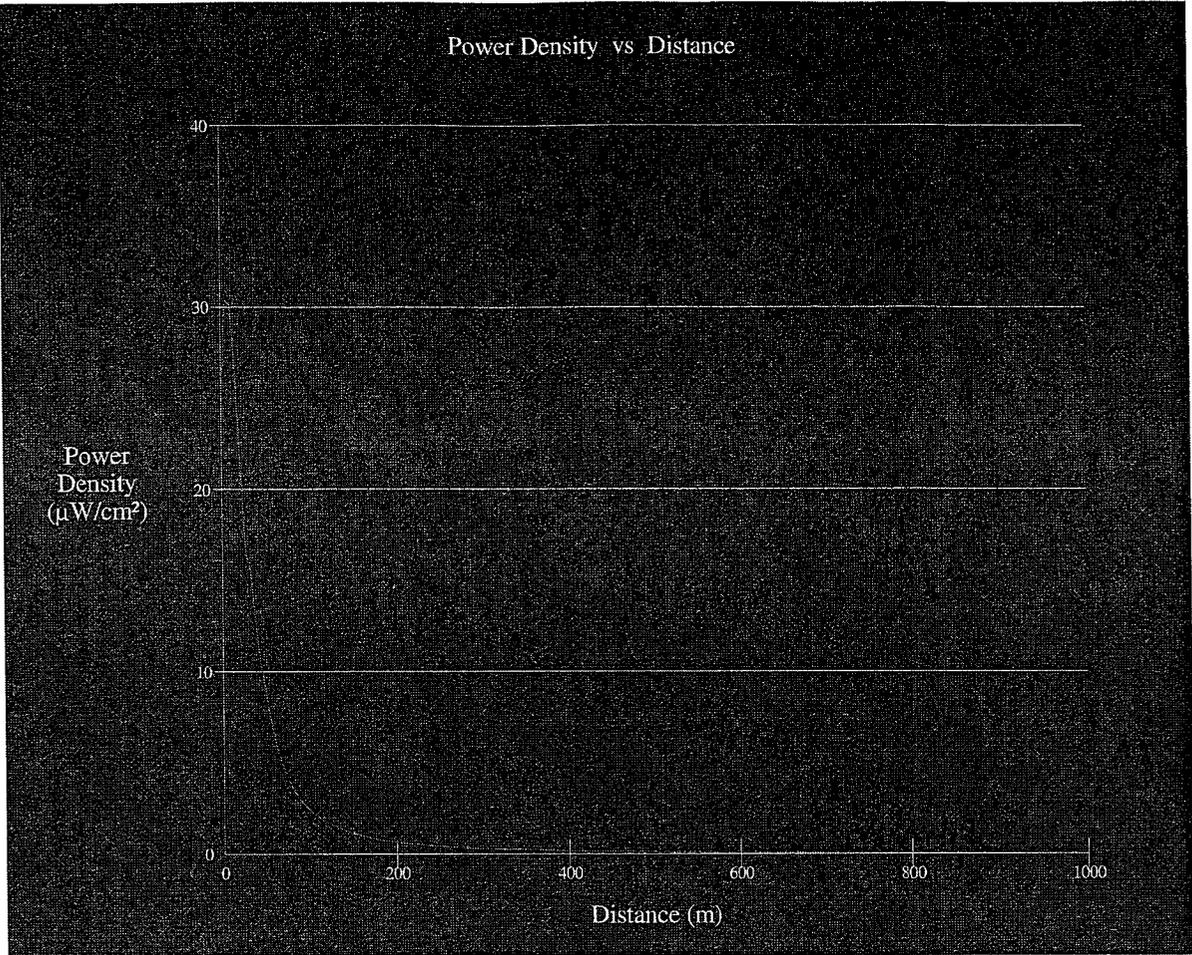
*D* is the distance in meters from the center of radiation to the calculation point.

Ground level power densities have been calculated for locations extending from the base of the tower to a distance of 1000 meters. Values past this point are increasingly negligible.

Calculations of the power density produced by the proposed antenna system assume a Type 1 element pattern, which is the "worst case" element pattern for a "ring stub" antenna. The highest calculated ground level power density occurs at a distance of 6 meters from the base of the antenna support structure. At this point the power density is calculated to be 30.4  $\mu W/cm^2$ , which

is 15.2% of  $200 \mu\text{W}/\text{cm}^2$  (the FCC standard for uncontrolled environments). Nearby FM translator K206CL operates with less than 100 watts ERP and thus has been categorically excluded from this study.

The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency exposure in excess of FCC guidelines.



**Ground-Level RF Exposure**

**OET FMModel**

**KRKZ-FM 232A Chinook**

Antenna Type: ring-stub assumed

No. of Elements: 1

Element Spacing: 1.0 wavelength

Distance: 1000 meters

Horizontal ERP: 0.400 kW

Vertical ERP: 0.400 kW

Antenna Height: 25 meters AGL

Maximum Calculated Power Density is 30.4 µW/cm<sup>2</sup> at 6 meters from the antenna structure.

**EXHIBIT A  
PACIFIC COUNTY, WASHINGTON  
(MEGLER SITE)**

<u>Item No.</u>	<u>Quant.</u>	<u>Equipment List</u>	<u>Annual Rate</u>
1	1	FM Transmitter 94.3 MHz	\$1552
2	1	FM Receiver	included above
3	1	Receive Antenna	included above
4	1	Transmit Antenna, B Zone	\$599
5	1	½ rack space including power	\$ 405
TOTAL ANNUAL RATE			\$2556

EXHIBIT A AGREED TO:

LESSOR INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LESSEE INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT B**  
**PACIFIC COUNTY FACILITY USE STANDARDS**

The following minimum standards have been adopted for Pacific County's Communications sites. The purpose is to assure the mechanical and electrical integrity of the facility and the safety of personnel working at the facility.

**GENERAL**

1. Pacific County Communications Facilities are access restricted to County personnel, and authorized personnel of agencies under agreement with Pacific County for the use of the facilities. All other personnel are denied access to the facilities.
2. Where applicable, personnel entering a facility building shall use the security access device before entering.
3. All personnel while working at the facilities shall observe and follow Radio Frequency Exposure safety rules.
4. Personnel engaged in tower work shall be experienced and trained in tower climbing and shall be equipped with the proper personal safety and fall restraint equipment.

**TOWERS**

1. All hardware, brackets, antenna mounts and other fixtures shall be constructed of hot dipped galvanized steel, stainless steel or aluminum of a grade suitable for the coastal atmosphere.
2. Tower structural members shall not be drilled or punched.
3. Appropriate clamping devices manufactured for the specific purposes shall be used for attachment to tower structural members.
4. Cable clamps designed to be fastened to tower structural members or cable ladders when available shall support transmission lines, cables and waveguides. Tie wrapping to the tower legs is not allowed.
5. Each user shall be responsible for supporting their transmission lines, cables or waveguides. Tie wrapping to another user is not allowed.
6. Transmission lines, cables and waveguides shall enter the building through the building entrance panels. Each user shall be responsible for using the appropriate sealing hardware.
7. Transmission lines one-half inch or larger shall be the solid sheathed, jacketed type.

EQUIPMENT BUILDING

1. Transmission lines, cables and waveguides shall follow building and equipment rack lines and be supported by cable trays when available.
2. With the exception of waveguide, solid sheathed transmission lines shall transition to superflex type transmission line upon entering the building at the protective grounding point.
3. All transmission lines and waveguides shall be grounded upon entering the building, preferably at the outside entrance and shall be tagged and identified.
4. Lighting arrestors are recommended at the building entrance.
5. Equipment wiring shall be installed in a neat workmanlike manner. Cables shall be of the necessary length and shall not have excess stored in racks or cable trays. Equipment and racks shall be grounded to the building ground system.
6. Excess equipment not in use shall not be stored at the site. Spares should be packaged and identified for ownership.
7. Each user shall be responsible for cleanliness around their equipment and work areas. The buildings have multiple vacuum system outlets for convenient cleaning. Packing materials and debris shall be removed from the premises.
8. Emergency power system and HVAC system controls shall not be tampered with, changed or turned off. Site alarms are generated and County personnel may be dispatched unnecessarily.

EXHIBIT B AGREED TO:

LESSOR INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

LESSEE INITIALS \_\_\_\_\_ DATE \_\_\_\_\_