

FOR
FCC
USE
ONLY

FCC 302-AM
APPLICATION FOR AM
BROADCAST STATION LICENSE

(Please read instructions before filling out form.)

FOR COMMISSION USE ONLY

FILE NO.

SECTION I - APPLICANT FEE INFORMATION

1. PAYOR NAME (Last, First, Middle Initial)

KLZ Radio, Inc.

MAILING ADDRESS (Line 1) (Maximum 35 characters)

P.O. Box 3003

MAILING ADDRESS (Line 2) (Maximum 35 characters)

CITY

Blue Bell

STATE OR COUNTRY (if foreign address)

PA

ZIP CODE

19422

TELEPHONE NUMBER (include area code)

215-628-3500

CALL LETTERS

KLDC

OTHER FCC IDENTIFIER (If applicable)

2. A. Is a fee submitted with this application?



Yes



No

B. If No, indicate reason for fee exemption (see 47 C.F.R. Section



Governmental Entity



Noncommercial educational licensee



Other (Please explain):

C. If Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter fee amount due in Column (C).

(A)

FEE TYPE CODE		

(B)

FEE MULTIPLE			
0	0	0	1

(C)

FEE DUE FOR FEE TYPE CODE IN COLUMN (A)
\$

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To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)

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(B)

0	0	0	1
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(C)

\$

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ADD ALL AMOUNTS SHOWN IN COLUMN C, AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED WITH THIS APPLICATION

\$

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SECTION II - APPLICANT INFORMATION		
1. NAME OF APPLICANT KLZ Radio, Inc.		
MAILING ADDRESS P.O. Box 3003		
CITY Blue Bell	STATE PA	ZIP CODE 19422

2. This application is for:

☒ Commercial
 ☐ Noncommercial
☐ AM Directional
 ☒ AM Non-Directional

Call letters KLDC	Community of License Denver, CO	Construction Permit File No. N/A	Modification of Construction Permit File No(s). BMP-20210308AAD	Expiration Date of Last Construction Permit 11/15/2024
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Fac. ID #12364

3. Is the station now operating pursuant to automatic program test authority in accordance with 47 C.F.R. Section 73.1620?

☐ Yes
 ☒ No

Exhibit No.
E-1

If No, explain in an Exhibit.

4. Have all the terms, conditions, and obligations set forth in the above described construction permit been fully met?

☒ Yes
 ☐ No

Exhibit No.
N/A

If No, state exceptions in an Exhibit.

5. Apart from the changes already reported, has any cause or circumstance arisen since the grant of the underlying construction permit which would result in any statement or representation contained in the construction permit application to be now incorrect?

☐ Yes
 ☒ No

Exhibit No.
N/A

If Yes, explain in an Exhibit.

6. Has the permittee filed its Ownership Report (FCC Form 323) or ownership certification in accordance with 47 C.F.R. Section 73.3615(b)?

☐ Yes
 ☐ No

☒ Does not apply

Exhibit No.
N/A

If No, explain in an Exhibit.

7. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to the application in a civil or criminal proceeding, brought under the provisions of any law relating to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes
 ☒ No

Exhibit No.
N/A

If the answer is Yes, attach as an Exhibit a full disclosure of the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and the disposition of the litigation. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 U.S.C. Section 1.65(c), the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and the date of filing; and (ii) the disposition of the previously reported matter.

8. Does the applicant, or any party to the application, have a petition on file to migrate to the expanded band (1605-1705 kHz) or a permit or license either in the existing band or expanded band that is held in combination (pursuant to the 5 year holding period allowed) with the AM facility proposed to be modified herein?

☐ Yes ☒ No

If Yes, provide particulars as an Exhibit.

Exhibit No.
N/A

The APPLICANT hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because use of the same, whether by license or otherwise, and requests and authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The APPLICANT acknowledges that all the statements made in this application and attached exhibits are considered material representations and that all the exhibits are a material part hereof and are incorporated herein as set out in full in

CERTIFICATION

1. By checking Yes, the applicant certifies, that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

2. 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.

Name Donald B. Crawford	Signature 	
Title President	Date 09/21/2022	Telephone Number 215-628-3500

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

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use the information provided in this form to determine whether grant of the application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain the requested authorization.

Public reporting burden for this collection of information is estimated to average 639 hours and 53 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, can be sent to the Federal Communications Commission, Records Management Branch, Paperwork Reduction Project (3060-0627), Washington, D. C. 20554. Do NOT send completed forms to this address.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

SECTION III - LICENSE APPLICATION ENGINEERING DATA

Name of Applicant
KLZ Radio, Inc.

PURPOSE OF AUTHORIZATION APPLIED FOR: (check one)



Station License



Direct Measurement of Power

1. Facilities authorized in construction permit

Call Sign	File No. of Construction Permit (if applicable)	Frequency (kHz)	Hours of Operation	Power in kilowatts	
				Night	Day
KLDC	BMP-20210308AAD	1220	Unlimited	0.012	1.0

2. Station location

State Colorado	City or Town Denver
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3. Transmitter location

State CO	County Jefferson	City or Town Englewood	Street address (or other identification) 3190 S. Wyandot Street
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4. Main studio location

State CO	County Arapahoe	City or Town Aurora	Street address (or other identification) 2821 S. Parker Road #1205
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5. Remote control point location (specify only if authorized directional antenna)

State CO	County Arapahoe	City or Town Aurora	Street address (or other identification) 2821 S. Parker Road #1205
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6. Has type-approved stereo generating equipment been installed?



Yes



No

7. Does the sampling system meet the requirements of 47 C.F.R. Section 73.68?



Yes



No



Not Applicable

Attach as an Exhibit a detailed description of the sampling system as installed.

Exhibit No.
N/A

8. Operating constants:

RF common point or antenna current (in amperes) without modulation for night system 0.61	RF common point or antenna current (in amperes) without modulation for day system 5.59
Measured antenna or common point resistance (in ohms) at operating frequency Night 32 Day 32	Measured antenna or common point reactance (in ohms) at operating frequency Night 32 Day 32

Antenna indications for directional operation

Towers	Antenna monitor Phase reading(s) in degrees		Antenna monitor sample current ratio(s)		Antenna base currents	
	Night	Day	Night	Day	Night	Day

Manufacturer and type of antenna monitor:

SECTION III - Page 2

9. Description of antenna system ((f directional antenna is used, the information requested below should be given for each element of the array. Use separate sheets if necessary.) ASRN 1024664

Type Radiator	Overall height in meters of radiator above base insulator, or above base, if grounded.	Overall height in meters above ground (without obstruction lighting)	Overall height in meters above ground (include obstruction lighting)	If antenna is either top loaded or sectionalized, describe fully in an Exhibit.
Guyed, steel, uniform cross-section tower.	60	60.9	60.9	Exhibit No.

Excitation



Series



Shunt

Geographic coordinates to nearest second. For directional antenna give coordinates of center of array. For single vertical radiator give tower location. NAD27

North Latitude	39 °	39 '	29 "	West Longitude	105 °	00 '	49 "
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If not fully described above, attach as an Exhibit further details and dimensions including any other antenna mounted on tower and associated isolation circuits.

Exhibit No.
E-1

Also, if necessary for a complete description, attach as an Exhibit a sketch of the details and dimensions of ground system.

Exhibit No.
N/A

Described in Special Operating Condition #5 of Construction Permit

10. In what respect, if any, does the apparatus constructed differ from that described in the application for construction permit or in the permit?

N/A

11. Give reasons for the change in antenna or common point resistance.

I certify that I represent the applicant in the capacity indicated below and that I have examined the foregoing statement of technical information and that it is true to the best of my knowledge and belief.

Name (Please Print or Type) W.C. Alexander	Signature (check appropriate box below) 
Address (include ZIP Code) Crawford Broadcasting Company 2821 S. Parker Road, Suite 1205 Aurora, CO 80014	Date 09/21/2022 Telephone No. (Include Area Code) (303) 433-0104



Technical Director



Registered Professional Engineer



Chief Operator



Technical Consultant



Other (specify)

ENGINEERING STATEMENT

RADIO STATION KLDC BRIGHTON, COLORADO

I. Introduction

This Engineering Statement has been prepared on behalf of Radio Station KLDC, Denver, Colorado (Fac. ID No. 12364). KLDC is currently licensed with 0.66 kW day and 11 watts night on 1220 kHz, ND, from a site in central Denver, Colorado (BZ-20220606AAB). KLZ Radio, Inc. holds a construction permit (BMP-20210308AAD) to move KLDC to the site of KGNU (Fac. ID No. 31349), increase daytime power to 1.0 kW and nighttime power to 12 watts, non-directional both day and night.

Construction at the new KLDC/KGNU site has been completed and is ready for program test authority.

This Engineering Statement furnishes complete information concerning the KLDC/KGNU shared antenna and multiplexer system, which has been adjusted to conform to the specifications set forth in the Construction Permit and is now ready for operation. Information requested in the attached Section III of FCC Form 302-AM which is not directly shown thereon is contained in this report or included by reference to the KLDC construction permit file.

II. Engineering Discussion

A. Description of the Antenna System

The KLDC/KGNU antenna consists of a single uniform cross-section, steel, guyed radiator 61 meters in height (ASRN #1024664). This radiator is 89.3 degrees in height at 1220 kHz and is, in fact, the former antenna for KLDC (pre-1999). The tower does not employ top loading or sectionalization, and it is series fed.

The ground system consists of 120 equally-spaced, buried copper radials about the base of the tower, each 61 meters in length

B. Construction Permit Requirements

Six Special Operating Conditions are contained in the Construction Permit. No. 1 requires that the licensee (KLZ) shall be responsible for satisfying all reasonable complaints of blanketing interference within the 1 V/m contour as required by §73.88 of the Commission's rules. KLZ agrees to this condition.

Special Operating Condition No. 2 requires sufficient data to be submitted to show that adequate filters, traps and other equipment have been installed and adjusted to prevent interaction, intermodulation and/or generation of spurious radiation products which may be caused by common usage of the same antenna system by KLDC and KGNU. Pass-reject filters were installed in series with each element of both arrays to prevent intermodulation products from being developed by either station. Field measurements with a spectrum analyzer and a field intensity meter confirmed that no intermodulation products are being generated in excess of the limits specified in 47 C.F.R. §73.44, thus satisfying this requirement of Special Condition No. 3. These measurements were made on September 19, 2022 at 11:00 AM in an open parking lot 1 km south of the site at coordinates N39-38-58/W105-00-28 (NAD83). The results of field intensity measurements made on specific frequencies of interest are as follows:

Product	Freq	mV/m	dBc
Fund.	1220	250	0
2 nd Harmonic	2440	0.016	-84
3 rd Harmonic	3660	<0.010	<-88
2A+B	3830	0.02	-82
2A-B	1050	KRCN	---
2B-A	1560	0.020	-82
2B+A	4000	<0.010	<-88
3A+B	5050	<0.010	<-88
3A-B	2270	<0.01	<-88
3B-2A	1730	0.025	-80
3B-A	2950	<0.01	<-88

In addition, Special Operating Condition No. 2 requires that a copy of a firm agreement between the two stations fixing responsibility of each with regard

to the installation and maintenance of the multiplex equipment. That language is contained in Paragraph 4 of the Antenna Site Agreement between Boulder Community Broadcast Association, Inc. and KLZ Radio, Inc. That agreement is submitted herewith as Exhibit A.

Special Operating Condition No. 2 also requires that both stations make measurements of the antenna resistance and submit FCC Form 302 as application for notifying the return to direct measurement of power. The KLDC measurement is submitted herewith, and the KGNU measurement is submitted separately by Boulder Community Broadcast Association.

Special Operating Condition No. 3 requires the use of a type accepted transmitter. It is our understanding that the FCC no longer provides type acceptance on broadcast transmitter equipment. A type accepted Nautel J1000 1 kW transmitter has been installed for KLDC. This unit has been type notified to the FCC, and test data has been filed with the FCC by the manufacturer in compliance with this requirement.

Special Operating Condition No 4 requires that the 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 electromagnetic fields in excess of FCC guidelines. KLZ agrees to do this as necessary.

Special Operating Condition No. 5 provides the ground system specification. No changes have been made to the ground system as a result of the construction authorized.

Finally, Special Operating Condition No. 6 deals with marking and lighting on the tower. The tower owner, Boulder Community Broadcast Association, filed an FAA Form 7460-1 requesting that marking and lighting requirements on the tower (ASRN 1024664) be removed. A No-Hazard Determination was obtained on September 7, 2022 and the tower owner subsequently filed a modification of antenna structure registration on September 8, 2022. Copies of the No-Hazard Determination and ASR modification application are supplied herewith as Exhibit B.

As such, the licensee is in compliance with all Special Operating Conditions of the Construction Permit.

C. Impedance Measurements

An antenna impedance measurement for each station was made by the undersigned using a Delta OIB-1. All impedance measurements were made using the test equipment manufacturer's recommended procedure.

D. Tower-Mounted Antenna

Question 9 of Section III of the accompanying FCC Form 302-AM asks for details, dimensions and other pertinent information regarding other antennas mounted on the tower and their associated isolation circuits. There is a Ubiquiti PowerBeam M400 5.7 GHz antenna mounted at the 150-foot level of the tower. This antenna and its integral electronics are connected with a length of CAT6 network cable, which is isolated with a Kintronic Laboratories CHOKE-CAT6-2 isolation choke, which has a manufacturer's specified inductance of 468 uH, which corresponds to an inductive reactance in excess of 3,500 ohms.

The isolation choke was installed in accordance with the manufacturer's instructions, bonded to ground on the low side and bonded to the tower on the high side. Self-impedance measurements were made after installation and the results were as expected.

All of the statements and data contained herein are true and correct to the best of my knowledge. Respectfully submitted this 20th day of September, 2022,
by:



W.C. Alexander, CPBE, AMD, DRB
Director of Engineering
KLZ Radio, Inc.

Exhibit A

Antenna Site Agreement

between

Boulder Community Broadcast Association, Inc.

and

KLZ Radio, Inc.

ANTENNA SITE AGREEMENT

THIS AGREEMENT, made this 31st day of March, 2022, by and between BOULDER COMMUNITY BROADCAST ASSOCIATION, INC., (herein "Licensor") and KLZ RADIO, INC. (herein "Licensee").

WHEREAS, Licensor owns the transmission facilities and an antenna tower (the "Antenna") used to transmit programming for radio station KGNU(AM), Denver, Colorado, FCC Facility ID No. 31349 ("KGNU") located at 3190 S. Wynadot, Englewood, CO; and

WHEREAS, Licensor and Licensee desire to use the Premises and the Antenna via a duplex arrangement with KGNU to transmit the programming for radio station KLDC(AM), Denver, Colorado, FCC Facility ID No. 12364 ("KLDC").

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. Licensor hereby grants to Licensee the non-exclusive right, upon the terms and conditions contained herein, to install, maintain and operate the KLDC equipment listed on Exhibit "B" hereto, including any replacements or upgrades thereof ("Licensee's Equipment") and to use the Antenna at the real property and facilities of Licensor located at 3190 S. Wyandot Street, Englewood, Colorado (the "Premises") (full property description being attached hereto as Exhibit "A") for the sole purpose of operating KLDC.

Licensor shall provide the space in its transmitter building (the "Building") used to house Licensor's Equipment prior to the date hereof and in the vicinity of the base of the Antenna for the operation of Licensee's Equipment, the location of said

Equipment shall be set forth herein in Exhibit A. Should Licensee desire to make changes to the location of Licensee's Equipment, plans for the proposed new location of Licensee's Equipment shall be submitted in advance to Licensor for review and approval, which shall not be unreasonably withheld.

Licensor shall secure the Building as reasonably required to prevent unauthorized access by third parties. Licensor shall provide Licensee a copy of the key to the Building, and the parties shall take reasonable precautions to ensure access to the Building is limited to their authorized representatives and the authorized representatives of Third Party Users.

All Licensee's Equipment shall be furnished by Licensee at its expense and shall remain the property of Licensee. The installation, maintenance, repair and removal of Licensee's Equipment shall be the obligation of and at the expense of Licensee and shall be performed in a good and workmanlike manner and in a manner at all times satisfactory to Licensor. Upon Licensor's request, any such approved individual, firm or company shall submit evidence of its insurance coverage to Licensor.

2. The term of this Agreement is for 5 years and shall commence on the Effective Date hereof, (the "Initial Term") unless otherwise terminated pursuant to the terms of this Agreement. So long as Licensee is not in default of this Agreement beyond the expiration of any applicable notice and cure periods, Licensee shall have the option to renew this Agreement for two (2) additional five (5) year terms (each a "Renewal Term") by giving Licensor written notice of the exercise of this option not less than six (6) months prior to the end of the then current term and contingent upon section 16 herein.
3. During the Initial Term, Licensee shall pay to Licensor as a license fee the sum of ~~Ten Thousand One Hundred and no/100 dollars (\$2,100.00)~~ per month, ~~\$100~~ per

month of which shall compensate Licensor for electric utility usage by Licensee (see Paragraph 5 herein). The first payment shall be made at the commencement of the Initial Term (prorated to reflect the number of days during the Initial Term falling within the first calendar month) and subsequent monthly payments shall be made on or before the first day of each month thereafter. On the anniversary date of each 12 month period the then-current monthly license fee shall increase by an amount equal to three (3) percent for the next twelve (12) month period.

4. Licensee represents that it owns multiplexing and filter equipment which also aids in the utilization of the Antenna for transmitting radio signals by both Licensee and Licensor. Licensee shall, at its sole expense, install and adjust such multiplexing and filter equipment in such a manner as to permit both Licensee and Licensor to operate within all the terms and conditions of their respective FCC authorizations and within the standards of good engineering practice.

Licensee and Licensor agree to cooperate in the maintenance, repair and adjustment of Licensee's multiplexing and filter equipment so as to prevent the transmission of spurious or otherwise harmful emissions. As such, Licensor agrees not to adjust, modify, tamper with or repair any component in Licensee's multiplexing and filter equipment that is schematically on the antenna side of the matching network without first notifying Licensee's engineer and securing Licensee's cooperation in said adjustment, modification or repair, which cooperation shall be promptly provided. Licensee agrees not to adjust, modify, tamper with or repair any component in its multiplexing and filter equipment without first notifying Licensor's engineer and securing her cooperation in said adjustment, modification or repair. In the event that the parties cannot agree with respect to any aspect of the adjustment, modification or repair of said multiplexing and filter equipment, the parties shall appoint a consulting engineer with credentials acceptable to both parties to make the final determination with regard to adjustment, modification or repair of the multiplexing and filter

equipment. . If the parties are unable to agree upon a consulting engineer within fifteen (15) days of any such dispute, either party may submit the matter to JAMS Dispute Resolution Systems ("JAMS"), and JAMS shall determine an appropriate consulting engineer, whose decision shall be binding on the parties.

Both parties recognize that from time to time for the purposes of maintaining worker safety while maintenance and/or repair operations are underway on the Antenna, it is necessary to reduce the transmitter power of KLDC and/or KGNU. Licensor and Licensee agree to, whenever possible, mutually schedule such maintenance and/or operations for days and times when such operations will have a minimal impact upon Licensor's and Licensee's programming and on-air operations. Except in the case of emergencies when life and/or property is in danger, the party requesting the power reduction shall notify the engineer of the other party no less than seventy-two (72) hours prior to the desired time for the maintenance or repair work requiring the power reduction. The other party shall cooperate, within reason, to accommodate the proposed work schedule. If the parties cannot agree then the consulting engineer procedure provided for above shall be invoked with respect to the work schedule and power reduction.

Except as otherwise specifically provided in this Agreement, at all times during this Agreement, Licensor shall at its sole expense maintain and keep in good repair and in full compliance with all applicable federal, state and local laws, the towers, fences, grounds, buildings and all other commonly used equipment located on the Premises, including without limitation the Antennas, common electrical distribution system, generator, and the Building. All Licensor's maintenance shall be performed in a manner that is intended to limit any interference with Licensee's use of the Premises in operating KLDC.

5. Licensor and Licensee acknowledge and agree that the transmission, reception and other equipment owned and operated by Licensor (collectively, "Licensor's Equipment") on the Premises and Licensee's Equipment are served by a common electrical distribution system monitored by a single utility meter. Licensor and Licensee have determined that because of the minimal power consumption of Licensee's Equipment, it is not necessary or appropriate to develop and install separate systems for distributing electrical power to their respective Equipment and have agreed that power to operate Licensee's Equipment shall be provided by Licensor as part of the License Fee (see Paragraph 3 herein).
6. During the term of this Agreement, Licensee shall provide and maintain fire and extended coverage insurance on Licensee's Equipment and public liability and property damage insurance covering the installation, use and operation of Licensee's Equipment at Licensor's facilities for the benefit of Licensor as an additional named insured as its interest may appear. Such insurance shall provide at least fifteen (15) days prior notice of cancellation to Licensor. Such insurance be in at least the following amounts:

Fire and Extended Coverage -	Full value of Equipment
General Liability/Bodily Injury -	\$1,000,000 each person
	\$2,000,000 each occurrence
Property Damage -	\$500,000 each occurrence
	\$1,000,000 aggregate contractual

Licensor shall provide Licensee with evidence of insurance coverage prior to the commencement of the Initial Term.

Licensor shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the Licensor's facilities, including but not limited to, the Antenna, Other Antennas and Building, in an amount equal to full replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time

during the term of this Agreement or the amount of such insurance Licensor's mortgagee may require Licensor to maintain, whichever is the greater, providing protection against any peril generally included in the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. Licensor's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carried and maintained by Licensor, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

Licensor and Licensee, and all parties claiming under them, hereby mutually waive their respective right of recovery against each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by insurance on the facilities, or covered by insurance in connection with property on, or activities conducted on the facilities, regardless of the cause of the damage or loss but only up to the amount of the insurance coverage paid and not for any excess.

7. If any of Licensee's Equipment, or Licensee's use thereof, shall cause interference with or a diminution of the radio signals of KGNU, then Licensee shall, upon notice from Licensor or the FCC, take all necessary steps to correct and eliminate such interference and/or signal diminution within a reasonable length of time, but in no event more than twenty-four (24) hours after having received a notice thereof, unless otherwise agreed to in writing. If the interference and/or signal diminution is not eliminated within such twenty-four (24) hour period, then Licensee shall cease using the Licensee's Equipment causing the interference and/or signal diminution, except for tests of short duration, under terms reasonably acceptable to Licensor, in order to eliminate the problem, and Licensee will not resume regular operation of such Licensee's Equipment until the problem is eliminated.

If any of Licensor's Equipment or the use, operation, maintenance and/or repair thereof, or any change or installation made upon the Antenna by any person or entity other than Licensor, shall cause interference with or a diminution of the radio signals of KLDC, then upon receipt of notice from Licensee, Licensor shall cause all necessary steps to be taken in order to correct and eliminate such interference and/or signal diminution within a reasonable amount of time, but in no event more than twenty-four (24) hours after having received a notice thereof, unless otherwise agreed to in writing. If the interference and/or signal diminution is not eliminated within such twenty-four (24) hour period, then Licensor shall cause a cessation of the use, operation, maintenance and/or repair of the Licensor's Equipment which is causing such interference and/or signal diminution, except for tests of short duration, under terms reasonably acceptable to Licensee, in order to eliminate the problem, and Licensor will not allow the resumption of the regular operation of such Licensor's Equipment until the problem is eliminated.

Licensor and Licensee agree to cooperate fully to eliminate any problems described in this Section 7 that may arise. Each shall be responsible for its own expenses in the matter.

8. Licensor may grant the right for any person or entity to occupy or use all or any portion of the Premises for any purpose whatsoever during the term of this Agreement only if: (i) it is first determined by a qualified radio engineer that the installation, use, maintenance and repair of the equipment of such person or entity will not, if used in accordance with any and all applicable FCC license(s), FCC regulation(s) and good engineering practice, cause interference with or a diminution of the radio signals of KLDC, and (ii) the right granted such person or entity is embodied in a written instrument having provisions in substance the same as Section 7 hereof.

9. During the term of this Agreement, Licensee shall obtain and maintain any necessary licenses and permits, required for the operation of Licensee's Equipment and is required to pay any governmental agency fees or taxes associated with the Licensee's Equipment or operation thereof. Licensee shall operate its Equipment at all times in accordance with applicable laws, FCC rules and regulations (including 47 C.F.R. '73.44), ordinances and safety standards.

Notwithstanding the foregoing, Licensee's obligations under this Agreement are contingent upon certificates, permits, and other approvals ("Approvals") that may be required by any federal, state, or local authorities. To the extent any Approvals have not yet been obtained, Licensor at no cost or expense to Licensor shall cooperate with Licensee to obtain them. In the event that Licensee will be unable to use the Premises for its intended purpose due to no fault of Licensee, including but not limited to, because any such Approval is finally rejected or any Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority, Licensee shall have the right to terminate this Agreement.

10. Licensee and Licensor agree to defend, indemnify, and hold the other harmless from and against any and all liability, loss, costs, damages, expenses, claims and suits, including reasonable attorney fees, arising from or in any manner growing out of or connected with the use and occupancy of the facilities, including without limitation, the installation, maintenance, operation, and removal of Licensee's Equipment. Except as otherwise provided herein or as a result of Licensor's gross negligence or willful misconduct, Licensor shall not be liable to Licensee or any third party as a result of any cause or occurrence resulting in any loss or interruption in Licensee's transmissions, including without limitation, incidental or consequential damages, or punitive damages. Likewise, except as otherwise provided herein or as a result of Licensee's negligence or willful misconduct, Licensee shall not be liable to Licensor or any third party as a result of any cause or occurrence resulting in any loss or

interruption in Licensor's transmissions, including without limitation, incidental or consequential damages, or punitive damages. This paragraph shall survive termination of this Agreement.

11. Licensee shall not sell or sublicense or assign this Agreement or any rights hereunder, without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed.

Subject to the following paragraph, in the event that Licensor at any time during the term of this Agreement sells all or any part of the facilities affecting or related to Licensee's use of the facilities to a purchaser other than Licensee, such sale shall recognize this Agreement and Licensee's rights hereunder and such purchaser shall assume all of Licensor's obligations hereunder.

12. In the event either party materially breaches one or more of its representations or obligations hereunder, the non-breaching party shall have the right to terminate this Agreement if the breaching party fails to cure such breach within thirty (30) days after receiving written notice thereof (unless another time limit is otherwise provided herein); provided, however, that if the nature of the breach is such that more than thirty (30) days is required for its cure, then the non-breaching party shall have no right to terminate so long as the breaching party has consummated such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion, but in any event not to exceed a period of 90 days in the aggregate.

Either Licensor or Licensee shall have the right to terminate this Agreement, upon ninety (90) days advance written notice to the other, if:

- a. this Agreement is required to be terminated by any final, non-appealable ruling or regulation of the FCC and/or any other body with authority over radio station transmission and operation; provided, however, that if (i) this

Agreement may be modified in such a manner as is not likely to increase the duties and obligations of Licensor hereunder, nor to increase the costs which Licensor is likely to incur hereunder, nor to reduce the benefits of this Agreement to Licensor, and (ii) as a result of such modification, this Agreement would not be required to be so terminated, then at the election of Licensee this Agreement shall be so modified, and thereafter such modified Agreement shall remain in full force and effect; or

- b. a final non-appealable determination is rendered by any local, county, state or federal governmental body that the placement of Licensee's Equipment is in violation of any laws, rules or regulations of any local, state or federal agencies, including without limitation any land use provisions, zoning and/or planning codes; provided, however, that if it is possible to relocate Licensee's Equipment upon the Premises in such a manner as to cure any such violation, then at the election of Licensee, Licensee and Licensor shall negotiate in good faith to determine a mutually acceptable alternative location for the Licensee's Equipment upon the Premises, at no increased cost or expense to Licensee, in which case this Agreement shall remain in full force and effect with respect to such alternative location. Notwithstanding the foregoing, nothing set forth in this subparagraph shall require Licensor to construct any additional tower(s) or equipment building(s) upon the Premises, nor shall it require Licensor or Licensee to agree to the expenditure of any sum in relation to such relocation.

Licensee shall have the right to terminate this Agreement upon 90 days written notice in the event that the license for KLDC is surrendered to the FCC for cancellation.

Upon termination of this Agreement for any reason, Licensee shall remove its Equipment, vacate the Premises and leave the Premises in good repair, normal

wear and tear excepted. Licensee shall repair any damage caused by the removal of its Equipment.

13. The Effective Date of this Agreement shall be the date which KLDC transmissions from the Premises under program test authority is received from the FCC or January 1, 2023, whichever is earlier.
14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
15. If the whole or any part of the Premises or facilities are damaged or destroyed by fire, the elements, subsidence of sublateral or subjacent support, or any other casualty, or taken in whole or in part by eminent domain or condemnation, to make the Premises or facilities unsuitable or uneconomic for Licensee's use, Licensee may terminate this Agreement and all of the obligations of either party hereunder upon thirty (30) days' written notice to Licensor.
16. The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "Ground Lease"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any

reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted. Licensor and Licensee agree that this Agreement shall not be effective until such time as Licensor has entered into a new, replacement Ground Lease that permits Licensor to enter into this Agreement without the prior consent or approval of the ground landlord. Licensor agrees to provide Licensee with written notice of the Licensor's execution of such Ground Lease.

17. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Colorado.
18. In the event that either party hereto shall institute suit to enforce any rights hereunder, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees. Upon appeal, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees incurred as a result of such appeal.
19. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Licensee:

KLZ Radio, Inc.
Corporate Engineering
2821 S. Parker Road, Suite 1205
Aurora, CO 80014
Attn: W.C. Alexander

Licensor:

Boulder Community Broadcast Association, Inc.
4700 Walnut Street
Boulder, CO 80301

Payment Address:

Boulder Community Broadcast Association, Inc.
4700 Walnut Street
Boulder, CO 80301

20. In the event this radio facility currently or in the future qualifies or is required to be marked for aviation safety, Licensor acknowledges that it shall comply with its obligations and shall be responsible for correcting any violations imposed under Section 303 of the Communications Act of 1934, as amended (47 U.S.C. 303) as prescribed by the FCC.
21. This Agreement cannot be altered, amended, changed, waived or modified in any respect or in any particular unless the same shall be in writing and signed by all of the parties hereto.
22. If any term, condition, clause or provision of this Agreement shall be deemed to be void or invalid in law or otherwise then only that term, condition, clause or provision shall be stricken from this Agreement as is held to be void or invalid and in all other respects this Agreement shall be valid and in full force and operation, provided that the parties shall negotiate in good faith to restore the balance of the rights and obligations hereunder prior to such provision being stricken.
23. This Agreement contains and constitutes the entire agreement and understanding between the parties hereto regarding the subject matter hereof and there are no other covenants, conditions, promises, representations, understandings or agreements either

oral or written of any nature or kind whatsoever other than those herein contained.

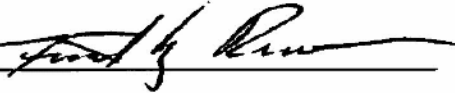
24. This Agreement may be executed in duplicate, and if so, each shall be considered an original with one delivered to the Licensor and one to the Licensee hereof.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

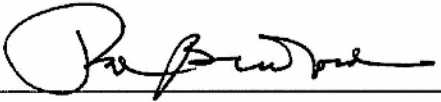
Boulder Community Broadcast
Association, Inc., Licensor

KLZ Radio, Inc., Licensee

by: 

Name: Tim Russo

Title: Station Manager

by: 

Donald B. Crawford

President

EXHIBIT "A"

Description of Premises

Exhibit "B"

KLDC Equipment

- [1] Nautel J1000 Main Transmitter
- [1] Nautel ND-1 Auxiliary Transmitter
- [1] Equipment Rack Containing Ancillary Equipment
- [1] Kintronics Antenna Switch in Weatherproof Cabinet
- [2] Kintronics Weatherproof Cabinets Containing Multiplex Filters and Matching Networks
- [1] 2-Foot Diameter Microwave Antenna and Radio
- [1] Kintronics ISO-300-CAT6-2 Isolator

Exhibit B

FAA No-Hazard Determination and Antenna Structure Registration Modification Application



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-ANM-1833-OE
Prior Study No.
1989-ANM-371-OE

Issued Date: 09/07/2022

general manager
Boulder Community Broadcast Association, Inc.
4700 Walnut St
Boulder, CO 80301

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower KGNU AM 1390 kHz
Location:	Englewood, CO
Latitude:	39-39-29.25N NAD 83
Longitude:	105-00-50.08W
Heights:	5303 feet site elevation (SE) 200 feet above ground level (AGL) 5503 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study included evaluation of a structure that exists at this time. Action will be taken to ensure aeronautical charts are updated to reflect the most current coordinates, elevation and height as indicated in the case description.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

This determination cancels and supersedes prior determinations issued for this structure.

If we can be of further assistance, please contact our office at (816) 329-2525, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ANM-1833-OE.

Signature Control No: 515814183-552463893

(DNE)

Natalie Schmalbeck
Technician

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2022-ANM-1833-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
1390	1390	kHz	5	kW

Verified Map for ASN 2022-ANM-1833-OE



**FCC Form 854
Main Form**

Approved by OMD – 3060-0139
See instructions for public burden estimate

Application for Antenna Structure Registration

Purpose of Filing

1) Enter the application purpose: (MD)	
AM – Amendment of a Pending Application AU – Administrative Update CA – Cancellation of an Antenna Structure Registration DI – Notification of an Antenna Structure Dismantlement MD – Modification of a Antenna Structure Registration	NE – Registration of a New Antenna Structure NT – Required Construction/Alteration Notification OC – Ownership Change RE – Registration of a Replacement Antenna Structure WD – Withdrawal of a Pending Application
2a) If the answer to 1 is AU, CA, DI, MD, NT, OC or RE, provide the FCC Antenna Structure Registration (ASR) Number.	FCC ASR Number: 1024664
2b) If the answer to 1 is AM or WD, provide the File Number of the pending application on file.	File Number:
2c) If the answer to 1 is MD or NT, provide the date the Antenna Structure was constructed or the date it was last altered (mm/dd/yyyy).	Date: 04/04/1956
2d) If the answer to 1 is DI, provide the date the Antenna Structure was dismantled (mm/dd/yyyy).	Date:

Antenna Structure Ownership Information

3) Select one of the entity types:			
() Individual	() Unincorporated Association	() Trust	() Government Entity
(X) Corporation	() Limited Liability Company	() General Partnership	() Limited Partnership
() Consortium	() Limited Liability Partnership	() Other: _____	
4) FCC Registration Number (FRN): 0025818246		5) Assignor FCC Registration Number (FRN): 0006024319	
6) First Name (if individual):	MI:	Last Name:	Suffix:
7) Legal Entity Name (if not an individual): BOULDER COMMUNITY BROADCAST ASSOCIATION, INC.			
8) Attention To: Tim Russo		9) P.O. Box:	And/Or
10a) Street Address 1: 4700 Walnut Street		10b) Street Address 2:	
11) City: Boulder	12) State: CO	13) Zip Code: 80301	
14) Telephone Number (xxx-xxx-xxxx): (303) 449-4885		15) Fax Number: (xxx-xxx-xxxx):	
16) E-mail Address: russo@kgnu.org			

Contact Representative Information

17) First Name (if individual): Tim	MI:	Last Name: Russo	Suffix:
18) Business Name: BOULDER COMMUNITY BROADCAST ASSOCIATION, INC.			
19) Attention To: Tim Russo	20) P.O. Box		And/Or
21a) Street Address 1: 4700 Walnut Street		21b) Street Address 2:	
22) City: Boulder	23) State: CO	24) Zip Code: 80301	
25) Telephone Number (xxx-xxx-xxxx): (303) 449-4885		26) Fax Number: (xxx-xxx-xxxx):	
27) E-mail Address: russo@kgnu.org			

Antenna Structure Information

28a) Latitude (DD-MM-SS.S): 39- 39- 29.3		28b) North or South: North	
29a) Longitude (DDD-MM-SS.S): 105- 00- 50.1		29b) East or West: West	
30) Street Address or Geographic Location: 3190 S WYANDOT		31) City: ENGLEWOOD	
32) County: ARAPAHOE	33) State: COLORADO	34) Zip Code: 80110	
35) Elevation of site above mean sea level (meters):			1616.4 meters
36) Overall height above ground level (AGL) of the supporting structure without appurtenances:			60.9 meters
37) Overall height above ground level (AGL) of the antenna structure including all appurtenances:			60.9 meters
38) Overall height above mean sea level (add items 35 and 37 together):			1677.3 meters
39a) Enter the type of structure on which the antenna will be mounted: (GTOWER) <div style="display: flex; justify-content: space-between;"> <div> B – Building BANT – Building with Antenna on Top BMAST – Building with Mast BPIPE – Building with Pipe BPOLE – Building with Pole BRIDG – Bridge BTWR – Building with Tower GTOWER – Guyed Structure Used For Communication Purposes LTOWER – Lattice Tower MAST – Mast MTOWER – Monopole NNGTANN – Guyed Tower Array </div> <div> NNLTANN – Lattice Tower Array NNMTANN – Monopole Array PIPE – Any type of Pipe POLE – Any type of Pole RIG – Oil or Other Type of Rig SIGN – Any type of Sign or Billboard SILO – Any type of Silo STACK – Smoke Stack TANK – Any type of Tank (water, gas, etc.) TREE – When used as a support for an antenna UPOLE – Utility Pole/Tower used to provide service (electric, telephone, etc.) </div> </div>			
39b) Number of Towers in Array:		39c) Position of this Tower in the Array:	
40a) Array Center Latitude (DD-MM-SS.S):		40b) North or South	
41a) Array Center Longitude (DDD-MM-SS.S):		41b) East or West:	

Proposed Marking and/or Lighting

42) Enter the proposed marking and/or lighting: (1)
See Form 854 Item 42 Instructions for detailed tier and lighting information.

- | | | |
|----------------|----------------|-----------------|
| 1) None | 4) FAA Style B | 7) FAA Style E |
| 2) Paint Only | 5) FAA Style D | 8) FAA Style F |
| 3) Other _____ | 6) FAA Style C | 9) FAA Style A |
| | | 10) FAA Style G |

FAA Notification

43) FAA Study Number: 2022-ANM-1833-OE	44) Date Issued: 09/07/2022
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Environmental Compliance

45) Does the applicant request a waiver of the Commission's rules for environmental notice prior to construction due to an emergency situation?	() Yes or No
46a) If the answer to 45 is No, is another federal agency taking responsibility for environmental review of the Antenna Structure?	() Yes or No
46b) If the answer to 46a is Yes, indicate why: 1) The Antenna Structure is on Federal Land and the landholding agency is taking responsibility for the environmental review of the Antenna Structure. 2) Another federal agency has agreed with the FCC in writing to take responsibility for the environmental review of the Antenna Structure.	() 1 or 2
46c) If the answer to 46a is Yes, provide the name of the federal agency taking responsibility for the environmental review of the Antenna Structure.	Name:
47) If the answers to 45 and 46a are No, provide the National Notice Date for the application to be posted on the FCC's website (mm/dd/yyyy).	Date:
48) Is the applicant submitting an environmental assessment?	(No) Yes or No
49) Does the applicant certify that grant of Authorizations at this location would not have a significant environmental effect pursuant to Section 1.1307 of the FCC's rules?	(Yes) Yes or No
50) If the answer to 49 is Yes, select the basis for this certification. 1) The construction is exempt from environmental notification (other than due to another agency's review) and it does not fall within one of the categories in Section 1.1307(a) or (b) of the FCC's rules? 2) The construction is exempt from environmental notification due to another agency's review, and the other agency has issued a Finding of No Significant Impact. 3) The environmental notification has been completed, and the FCC has notified the applicant that an Environmental Assessment is not required under Section 1.1307(c) or (d) of the FCC's rules, and the Construction does not fall within one of the categories in Section 1.1307(a) or (b) of the FCC's rules. 4) The FCC has issued a Finding of No Significant Impact.	(1) 1, 2, 3, 4
51) If the answer to 50 is 3 or 4, enter the date that Local Notice was provided (mm/dd/yyyy).	Date:

Certification Statements

- 1) The applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.
- 2) The applicant certifies that neither the applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.

Signature (Typed or Printed Name of Party Authorized to Sign) (For OC Applications, to be completed by Assignee)

52) First Name: Eric	MI: L	Last Name: Scaee	Suffix:
53) Title: consulting engineer			
54) Signature: Eric L Scaee			55) Date: Sep 08, 2022

Signature (Typed or Printed Name of Party Authorized to Sign) (For OC Applications, to be completed by Assignor)

56) First Name:	MI:	Last Name:	Suffix:
57) Title:			
58) Signature:			59) Date: