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NEW ORLEANS
OVERLAND PARK
SAN FRANCISCO
TAMPA
WASHINGTON, D.C.

Mark N. Lipp
(202) 639-5606
mlipp@shb.com

February 12, 2003

Marlene H. Dortch, Esq.
Secretary
Federal Communications Commission
Washington, D.C. 20554

Re: **REQUEST FOR EXPEDITED ACTION**
Application of WWBC(AM), Cocoa, Florida, Facility ID No. 3071

Dear Ms. Dortch:

Astro Enterprises, Inc. ("Astro"), licensee of the above-referenced station, by its attorneys, hereby requests expedited action on the accompanying application.

On December 30, 2002, Astro was notified that it would be required to remove its main antenna tower from the property on which it is located by February 28, 2003. Astro had attempted, without success, to negotiate an extension of that deadline. See Statement of Raymond A. Kassis.

During the next month, Astro conducted a search for a new tower location. First, Astro negotiated a lease for a new tower site on property belonging to the city of Cocoa, Florida. Unfortunately, Brevard County, which has jurisdiction over city property, denied Astro's application for a conditional use permit to construct a tower on the site. Brevard County made it clear to Astro that no new tower construction would be permitted anywhere in the county.

Astro subsequently located an existing tower and building and entered into a purchase agreement for the facility. Closing was delayed until February 7, 2003 because Brevard County initially declined to grant the required use rights. Immediately after closing, Astro directed preparation of this application specifying the existing tower site.

WWBC will likely go off the air on approximately February 23, 2003 in order to meet the February 28 deadline for removal of its tower and equipment. It was not possible to file this application any earlier because until the county agreed to the continuing use of the property for an antenna structure, Astro did not have reasonable assurance of the site's availability for that purpose. Astro has worked more than diligently to preserve the service provided by WWBC, and the adverse timing of these events is not under Astro's control. **Accordingly, please expedite the processing of this Application by February 22, 2003.**

Marlene H. Dortch, Esq.
February 12, 2003
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Wherefore, for good cause shown, Astro respectfully requests that the Commission process and grant this application on an expedited basis.

Respectfully submitted

A handwritten signature in black ink, appearing to read "Mark N. Lipp" followed by a stylized flourish or set of initials.

Mark N. Lipp

February 12th, 2003

Statement and Testimony of Raymond A. Kassis, President of Astro Enterprises, Inc. d.b.a. Radio Station WWBC Cocoa, FL for expeditious consideration of application to move the WWBC tower facilities to another tower under extreme hardship.

I, Raymond A. Kassis, President and 100% owner of Astro Enterprises, Inc., d.b.a., licensee of WWBC Cocoa, FL have owned the radio station since March 1st of 1976.

For many years, the WWBC tower site required two leases, one from the state of Florida, for the river bottom, and one from the upland owner for riparian rights.

Through progress and time, a large land and condominium developer purchased the upland and seized control of the river bottom from Astro to themselves. This placed Astro in a position to lose its lease.

All attempts to negotiate for additional time on the existing lease have failed, resulting in a February 28th, 2003 deadline to have the tower removed and vacated from the premises. See exhibit 1.

With due diligence, Astro Enterprises, Inc., negotiated a new lease with the city of Cocoa for a new tower site. The proposed site would have been located on city property, zoned GML (Government Managed Land). There

is currently a cell tower on the property, and the Astro tower would have been located over 600 ft. to the Northwest.

The proposed site was ideal for our move. The closest residence or business was a minimum of 2,000 ft. away.

Since this city land was located within Brevard County jurisdiction, it was necessary to apply to Brevard County government for a CUP (Conditional Use Permitted) to erect our tower.

After much discussion with Brevard County Planning and Zoning, they concluded that they would not allow Astro Enterprises, Inc. to construct a tower on that property or any other property requiring a CUP within the county.

It is Brevard County's position that no CUP's will be issued to any entity seeking to construct new towers.

Being a local resident, and directly involved with the community, I sought legal advice as well as heart to heart discussions with some of Brevard County's commissioners and Senior Directors of Brevard County Planning and Zoning.

Their instruction to me was to lease or purchase an existing tower to move to.

After an examination of available towers within the area to serve the city of license, I discovered the existing

facility of WRFB in Cocoa, FL. WRFB is off the air and out of business, and the tower and building were for sale.

After much negotiation with the owner of the WRFB site, a contract for sale was signed with an agreed closing date of January 31st, 2003.

Upon advice of Astro's attorney, we approached the Brevard County Planning and Zoning department to secure a letter to insure that the zoning is consistent with our proposed use of the land, tower, and building.

Brevard County's response was that the tower was non-conforming to zoning requirements, and should it ever fall down, Astro would be forbidden to re-erect it.

The above statement touched off quite a discussion and finally, on the 28th day of January, a letter was secured that satisfied Astro Enterprises use and zoning requirements for WWBC. See exhibit 2.

With all of the above taking place, I sought the cooperation of the seller to extend the closing date to February 7th, 2003. Closing took place in the afternoon on that date. See exhibit 3.

I have been a broadcaster for many years, and this tower lease situation as described above has been the most frustrating and challenging time I have ever had in trying to keep a radio station on the air to service its community.

I sincerely request an expeditious consideration of our application to relocate the WWBC transmit facilities to our newly purchased tower and property. I really need your help!

Under penalty of perjury, I, Raymond A. Kassis, declare that the statements made herein are true and accurate to the best of my knowledge and belief.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Raymond A. Kassis".

Raymond A. Kassis
President of Astro Enterprises, Inc.

TOWNE DEVELOPMENT OF ISLAND POINTE, INC.

710 North Plankinton Avenue

Milwaukee, WI 53203

Phone (414) 274-2479 ♦ Fax (414) 274-2728

December 30, 2002

Mr. Ramond A. Kassis

President

Astro Enterprises, Inc.

1150 West King Street

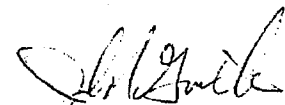
Cocoa, FL 32922

Dear Mr. Kassis:

Thank you for your recent letter addressed to Kohn Bennet relative to the disposition of the transmitter tower and its appurtenances. Unfortunately, we need to have the tower removed by February 28, 2003 and we can not extend this dead line. The DEP has indicated that the main tower base can remain; however, the three support bases are to be removed. We agree to utilize our marina subcontractor to remove the three (3) support pilings and we will advise you of the cost to accomplish this demolition. If you have any further questions please do not hesitate to contact me.

Sincerely,

TOWNE REALTY OF ISLAND POINTE, INC.



John R. Grandlich

Vice President

JRG/jaf

Cc: Kohn Bennett, Esq. Via Fax



BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST



Planning & Zoning Office
2725 Judge Fran Jamieson Way
Viera, FL 32940

Phone: (321)633-2070
Fax: (321)633-2152
Email: george.ritchie@brevardcounty.us

January 28, 2003

National Christian Networks Inc.
C/O Raymond A. Kassis
1150 W. King St.
Cocoa, FL 32922

RE: Relocation of an AM radio station to 200 S. Burnett Road Cocoa
Tax ID# 24/35/36/00/16

Dear Mr. Kassis:

The zoning on this property is BU-2 & EA under zoning action Z-10547. Brevard County's Future Land Use Map designates this property as Community Commercial & Neighborhood Commercial. This parcel's zoning is consistent with the Future Land Use Map Series contained within Chapter XI - Future Land Use Element of Brevard County's Comprehensive Plan. "This letter does not establish a right to develop the property and does not constitute a waiver to any other applicable land development regulations. At the time of development, this property will be subject to all such regulations."

Your proposed use of an AM radio station on this parcel is permissible under this zoning classification. You will need to make appropriate application with Brevard County's Occupational License office in order for Zoning to approve the business license for the station. The use of the existing non-conforming tower is permissible as well. Repairs to maintain the tower are allowed up to 50% of the tower's fair market value. "Fair market value ... shall be deemed the valuation of such structure by the county property appraiser in his assessment for levying of ad valorem taxes for the year of the intended repair or maintenance." - From Brevard County Code Section 62-1182(b)(2). Regarding future tower replacement, the proposed "upgraded" tower will be required to be consistent with Section 62-1953 of Brevard County Code. A replacement tower is to be performed as a simple exchange of the existing tower for one replacement tower; multiple replacements are not contemplated by the Code.

If you have further zoning questions, please feel free to call, fax, mail, or email us at the above listed location.

Sincerely,

George C. Ritchie
Planner II
Planning and Zoning Office
/gcr

Visit Brevard County's Zoning Homepage at: <http://www.brevardcounty.us/zoning>

NOTICE OF FINAL AGREEMENT

Borrower: National Christian Network, Inc.
1150 King Street
Cocoa, FL 32922

Lender: Bank of America, N.A.
CCS-Small Business/Premier (ALS)
FL9-100-02-14
P.O. Box 40329
Jacksonville, FL 32203-0329

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (6.900%) Nondisclosable Loan to a Corporation for \$160,000.00 due on February 7, 2018.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

Corporate Resolution: National Christian Network, Inc.
FL Commercial Guaranty: Raymond A. Kassis
Agreement to Provide Insurance: Real Property located at 200 South Burnett Road, Cocoa, FL 32922; owned by National Christian Network, Inc.
Disbursement Request and Authorization
FL Insurance Statement of Anti-Coercion: Real Property located at 200 South Burnett Road, Cocoa, FL 32922

Promissory Note
FL Mortgage for Real Property located at 200 South Burnett Road, Cocoa, FL 32922
Notice of Insurance Requirements: Real Property located at 200 South Burnett Road, Cocoa, FL 32922
Notice of Final Agreement

Parties. The term "Parties" means Bank of America, N.A. and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: National Christian Network, Inc.
Grantor(s): National Christian Network, Inc.
Guarantor 1: Raymond A. Kassis

Each Party who signs below, other than Bank of America, N.A., acknowledges, represents, and warrants to Bank of America, N.A. that it has received, read and understood this Notice of Final Agreement. This Notice is dated February 7, 2003.

BORROWER:

NATIONAL CHRISTIAN NETWORK, INC.

By: Raymond A. Kassis
Raymond A. Kassis, President of National Christian Network, Inc..

GUARANTOR:

x Raymond A. Kassis
Raymond A. Kassis, Individually