

STAMP & RETURN

November 13th, 2018

Alber Shuldiner
Chief, Audio Division
Media Bureau
Federal Communications Commission
Washington, DC 20554

Received-FCC
NOV 13 2018
Bureau / Office

Re: Status Inquiry letter 1800B3-VM
KAZK(FM), Catalina, AZ
Facility ID No. 176305
File Nos. BLSTA-20180912AAV
BLED-20171214ABV

Dear Mr Shildiner,

The attached Declaration and Exhibits are in response to your November 6th, 2018 letter regarding the status inquiry of the operation of KAZK(FM) Catalina, AZ, facility ID no. 176305, licensed to Cedar Cove Broadcasting, Inc. ("CCB").

The attached information verifies that KAZK(FM) was not temporarily constructed at its presently licensed transmitter site. In fact, to help further document this, KAZK(FM) has resumed normal broadcasting from its licensed transmitter site as of November 9th, 2018 and has electronically filed a resumption notice with the Commission. Hence, the pending Special Temporary Authorization, BLSTA-20180912AAV may be dismissed.

If you require any further information, please feel free to contact me.

Sincerely,



Victor A. Michael, Jr.
President/Director/Manager/Engineer
Cedar Cove Broadcasting, Inc./KAZK(FM)
87 Jasper Lake Road
Loveland, CO 80537
970-669-9200 (direct)
970-744-9191 (cell)
vicmichael@aol.com

cc: Victoria McCauley via email (Victoria.mccauley@fcc.gov)

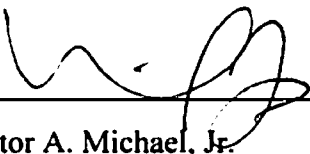
DECLARATION

I, Victor A. Michael, Jr., do hereby state to the best of my knowledge and belief:

1. I am President/Director/Manager/Engineer of Cedar Cove Broadcasting, Inc. ("CCB"), the FCC Licensee of KAZK(FM) Willcox, AZ, facility ID 184846.
2. I completed the construction of KAZK 89.7 mhz, at the KHIL(AM)/KWQR(FM) tower site located at 900 North Patte Road, Willcox, AZ on December 14th, 2017. I installed the necessary transmission equipment at the tower site, including a new "triplexer" filtering system to allow the combined operation of KAZK(FM) and KWQR(FM) into the existing MDR-1, 8 bay antenna system already in use at the tower site. The station was fully operational on December 14th, 2017.
3. I was assisted by Mark Lucke, his address is P.O. Box 1250, Willcox, AZ 85644 and phone number is 520-384-4626. He is a volunteer employee of CCB. He is also the general manager of KHIL(AM) and KWQR(FM) Willcox, AZ. Mr. Lucke assisted in the installation of the transmission equipment for KAZK(FM) as well as helped arrange to have a new Internet service provided for audio and remote control uses at the KAZK(FM) transmitter site. He also monitored and continues to monitor the operation of KAZK(FM) on a daily basis. Mr. Lucke is also an owner of the transmitter tower site where KAZK(FM) is currently licensed. He provided a lease for the use of the tower site by KAZK(FM).
4. KAZK(FM) was constructed at an existing tower site, FCC tower site registration number 1225556, NAD 27 coordinates, N32° 16' 01", W109°50' 00". This tower site is located at 900 North Patte Road, Willcox, AZ.
5. KAZK(FM) operates with an Elenos Model 105DR, 500 watt FM transmitter, serial number 08EE0990. KAZK(FM) utilizes a Horizontal Polarized broadband 8 bay BEXT model MDR1-8 FM antenna system with 0.9 wavelength spacing between the bays. It shares the use of the antenna with KWQR(FM) Willcox, AZ, facility ID 184846. The antenna was already installed on the tower for KWQR when KAZK was added to the site on December 14th, 2017. The antenna is mounted with a Center of Radiation 50 meters above ground. A tri-plexer filtering/combining system was installed to allow the combined operation of KWQR on 92.5 and KAZK on 89.7 mhz. An additional port for a future operation of K251CG Willcox on 98.1 mhz was added to the filter/combining system. KWQR was already using the same type of filtering system prior to the installation of KAZK, thus its Transmitter Power Output calculations did not change with the new installation. The antenna system produces a 11.22 power gain. Thus, the calculated TPO of KAZK is 0.380 Kilowatts.

6. CCB inadvertently overlooked the condition #4 on its license, BLED-20171214ABV, that required a 12 months continuous operational period. CCB went silent on September 10th, 2018 after nearly 9 months of continuous operation and removed its transmission equipment so that it could be relocated to its newly authorized transmitter site under Construction Permit BPED-20180111AAA. However, to help document and rebut the presumption of a temporary operation of KAZK, CCB has re-installed the transmission equipment at the current licensed transmitter site of KAZK(FM) and resumed normal broadcasting as of November 9th, 2018. An electronically filed resumption notice has also been filed. An un-expected delay in the production of its new directional antenna system for the new site, and the deteriorating winter weather conditions at the new planned Mt. Lemmon tower site, may delay construction until the Spring of 2019. Thus, KAZK(FM) will provide continuous transmissions at its present licensed transmitter site until such time that it is closer to being ready to relocate to its new transmitter site under BPED-20180111AAA.
7. Attached to this declaration are Exhibits A, B, C, D, and E. They document further proof of the installation of KAZK transmission facilities. KAZK is a satellite operation of CCB's KRKY-FM Douglas, Wyoming, facility ID 176144.
8. CCB operates with little to no income stream. It operates without solicitation of donations or underwriting. It is primarily funded by personal donations by its three directors, and operates with volunteer staffing. CCB is duly organized 501(c)3 non-profit corporation. Hence, most of its studio and transmission equipment was acquired through donations by its directors.

Executed the 13th day of November, 2018, under penalty of perjury.



Victor A. Michael, Jr.
President/Director/Manager/Engineer
Cedar Cove Broadcasting, Inc.
87 Jasper Lake Road
Loveland, CO 80537
970-669-9200 direct
970-744-9191 cell
vicmichael@aol.com

EXHIBIT A

Declaration of Mark Lucke

DECLARATION

I, Mark Lucke, do hereby state to the best of my knowledge and belief:

1. I am the General Manager and 49% member of Willcox Radio, LLC, the FCC Licensee of KHIL(AM) Willcox, AZ, facility ID 72656, and K251CG Willcox, AZ, facility ID 144678.
2. I am President/Director/Manager of Versailles Community Radio, Inc., the FCC Licensee of KWQR(FM) Willcox, AZ, facility ID 184846.
3. I assisted Victor A. Michael, Jr., the engineer for KAZK(FM) Willcox, AZ, facility ID 176305, complete the construction of KAZK 89.7 mhz, at the KHIL(AM)/KWQR(FM) tower site located at 900 North Patte Road, Willcox, AZ on December 14th, 2017. I observed Mr. Michael install the necessary transmission equipment at the tower site, including a new "triplexer" filtering system to allow the combined operation of KAZK(FM) and KWQR(FM) into the existing MDR-1, 8 bay antenna system already in use at the tower site. The station was fully operational on December 14th, 2017.
4. Prior to December 14th, 2017, I assisted Mr. Michael in having an Internet connection installed for audio delivery and remote control purposes at the transmitter site.
5. Prior to December 14th, 2017, I negotiated with Mr. Michael a lease agreement for KAZK(FM) to utilize the KHIL(AM)/KWQR(FM) tower site, tower registration number 1225556. A lease was executed on December 14th, 2017 during Mr. Michaels visit to the facility and payment for the first several months of the lease was received.
6. Acting as a non-paid volunteer employee to non-profit Cedar Cove Broadcasting, Inc. ("CCB"), I monitored the operation of KAZK(FM) after it commenced broadcasting at the site. The studios of KHIL(AM) and KWQR(FM) are located at the same location as the KAZK(FM) transmitter site property. Hence, it was convenient for me to report any transmission problems with KAZK(FM) to Mr. Michael and/or CCB.
7. I did witness Mr. Michael remove the transmission equipment for KAZK(FM) on September 10th, 2018.

8. I did witness Mr. Michael reinstall transmission equipment for KAZK(FM) on November 9, 2018, and return KAZK(FM) to normal broadcasting on this date.
9. I continue to be a non-paid volunteer employee of CCB as of this date. I will continue to monitor and assist in the continued operation of KAZK(FM) Willcox, AZ as long as it operates from the Willcox, AZ tower site.

Executed the 9th day of November, 2018, under penalty of perjury.


Mark Lucke

11/9/2018

EXHIBIT B

KAZK(FM) Tower Lease with Willcox Radio, LLC

KAZK, INC
RADIO TOWER RENTAL AGREEMENT

STATE OF ARIZONA

CEDAR COVE BROADCASTING, INC.

COUNTY OF COCHISE

In consideration of the covenants herein contained between. KHIL herein referred to as "Lessor" and KAZK, Inc. herein referred to as "Lessee" and the rentals agree to be paid, the parties mutually agree as follows:

Lessor hereby grants permission to install and operate the following described radio communications equipment on or in Lessor's radio tower facility located in Willcox, Arizona, Cochise County. ASR 1225556, Latitude 32 16' 01.4" N - Longitude 109 50' 01.9"

- A. Radio communications equipment consisting of transmitters, receivers and accessories to be installed at Lessor's building near the base of the tower, such transmitters to be 1 unknown operating on a frequency of Transmit 89.5 mhz. All radio equipment installed shall be distinctly marked with Lessee's name, call sign, frequency, and location.

II

Lessor agrees that, during the term of this contract, Lessee shall have reasonable ingress and egress to said tower for the purpose of maintenance and repairs to said equipment. It is further agreed, however that only qualified and adequately insured contractor approved by Lessor, or persons and Lessor's direct supervision will be permitted to install or remove antenna or coax cable or to enter or climb the tower structure itself. Coax must be permanently identified at top and bottom of the line.

III

Lessee covenants and agrees that Lessee's equipment, its installation, operation, and maintenance will:

- A. In no way damage the building or tower structure and accessories thereto:
- B. Not interfere with the operation of Lessor's radio equipment or the radio equipment of other Lessees on said tower. In the event there is interference, Lessee will promptly take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within ten (10) days from the date of written notice mailed to Lessee, Lessee agrees to remove his equipment from Lessor's property and this agreement shall thereupon be terminated.
- C. Not interfere with maintenance of Lessor's tower and the tower lighting system.
- D. Comply with all applicable rules and regulations of the Federal Communications Commission and electrical codes of city and/or state concerned, Under this lease the Lessor assumes no responsibility for the licensing, operation and/or maintenance of Lessee's radio equipment, antenna, transmission line or attachments.
- E. Under this lease, the Lessor assumes no responsibility for insurance, lightning, fire, rodent, insect, reptile, mysterious disappearance, burglary, theft, wind or rain damage, load licensing, operation and/or maintenance records including notification to Federal Aviation Agency of any failure and repairs and correction of same.
- F. Lessor shall not be liable to Lessee for damages caused by act of God, or other acts beyond the control of Lessor. If due to acts of God or for any other reason Lessee's use of the tower is interrupted. Lessee agrees to indemnify and hold

Lessor harmless from and against any and all claims for consequential damages that may arise as a result of such interruption to service. If for any reason the tower is destroyed or so damaged that it cannot be repaired or should Lessor decide not to repair or replace the tower, this lease shall terminate with the rent paid by Lessee to such time. If Lessee determines the tower will be repaired or replaced this lease shall remain in effect.

IV

After the initial term of one year this will be a month by month lease. The term of this agreement shall commence not later than December 1, 2017 and shall continue through the initial term and monthly thereafter until terminated by either party. UPON GIVING OF AT LEAST NINETY (90) DAYS WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY. THE LESSEE WILL INCLUDE WITH SUCH NOTICE THE FINAL THREE (3) MONTH'S RENT OR LEASE WILL TERMINATE AND SHALL BECOME A MONTH TO MONTH LEASE THEREAFTER. Should Lessee desire to terminate this Rental Agreement at the end of the initial term or thereafter, Lessee shall give the notice aforesaid, pay all rentals due, remove all properties installed on Lessor's premises and leave said premises in substantially the same condition existing as of the date of this agreement, ordinary wear and tear and occurrences for which Lessee is not responsible hereunder exempted.

V

Lessee agrees to pay Lessor the total annual sum of \$1800.00. Said amount payable during the initial term of this agreement in the amount of \$150.00 each month, such payments are due on or before the first (1st) day of each month of the term of the agreement with the first payment due upon signing. Accounts not paid by the tenth (10th) of the month will be subject to a late charge equal to 1 1/2% of the monthly rent then in effect. Accounts, including late charges, not paid by the tenth (10th) of the month following the month in which they are due will be subject to disconnection of the equipment. If it becomes necessary for the Lessor to secure the services of a collection firm or attorney to secure rents when due, or remove Lessee upon termination of this lease, it is agreed that the Lessee will pay the reasonable cost of collection, attorney fees and expenses incurred by the Lessor.

VI

During the term of this Rental Agreement, Lessor will not grant a similar radio tower rental agreement to any other party if such a grant will in any way affect or interfere with the Lessee's use of said radio equipment. Lessee shall not assign or sublet its rights hereunder, nor change the frequency, power or character of its equipment without first obtaining the written consent of Lessor.

VII

Lessee does hereby agree to indemnify and save Lessor harmless from any claims, demands, or causes of action for property damage or personal injuries caused by the Lessee, the Lessee's officers, agents, employees, subcontractors, and customers arising out of Lessee's occupancy of the premises or the installation, maintenance, and operation of the Lessee's equipment except only damages caused solely by the negligence of Lessor. The parties hereto agree that Lessor shall in no way be liable for loss of use or other damage of the premises, the tower, equipment, building, or to Lessee's equipment located thereon, by fire, explosion, windstorm, water, or any other casualty or acts of third parties. In the event the tower or other portions of the premises are destroyed or so damaged as to be unusable, the Lessor shall be entitled to elect to cancel and terminate this agreement, or in the alternative may elect to restore the premises, in which case the Lessee shall remain bound thereby but shall be entitled to an abatement of rentals during loss of use.

VIII

The following shall be considered events of default by the Lessee:

- A. The failure to pay rentals.
- B. The failure to cure, within thirty (30) days after written notice thereof, any breach of these promises, undertakings and terms and conditions in this agreement.
- C. The filing of a voluntary or involuntary petition under the bankruptcy laws, a composition or arrangement of creditors, an assignment for the benefit of creditors, or any other act reasonably indicating equitable or legal insolvency.
- D. Abandonment of the premises.

In the event an event of default shall occur or in the event the Lessee shall otherwise breach or fail any of its undertakings or obligations hereunder, Lessor shall be entitled, at Lessor's option, to remove all property and equipment of Lessee which may be situated upon the premises, without notice and without being liable in any manner for trespass, thereby terminating this agreement, or the Lessor, at its option may elect to treat this agreement in full force and effect and shall be entitled to collect the rentals provided for hereunder. In addition to the forgoing the Lessor shall be entitled to enforce all other remedies provided at law or in equity. To secure the performance of its undertakings hereunder, Lessee hereby grants to Lessor a lien and security interest in and to Lessee's property and equipment situated upon the premises, and agrees that in the event of default and foreclosures of such lien and security interests, such property may be disposed of in any commercially reasonable manner and the proceeds distributed in accordance with Chapter Nine (9) of the Uniform Commercial Code

Any and all indebtedness, in including but not limited to rental payments, is payable to and at the general office of Lessor, the address of which is:

KHIL RADIO
PO BOX 1250, WILLCOX AZ 85644

IX

Upon termination of this agreement by either party for any reason Lessee agrees to remove all antennas, transmission lines, radio equipment and all other property belonging to the Lessee covered by this agreement within ten (30) days of such termination. If such removal is not timely completed the Lessor will contract for removal and delivery of property to the Lessee's normal place of business. If such action is required by the Lessor actual charges plus ten percent (10%) handling fee will be charged to Lessee.

X

The parties hereto stipulate that the rental rights herein granted relate to real property. In the event that any sales or use tax should ever be payable on account of the lease agreement or the rental payment herein reserved, the Lessee hereby agrees to pay same as additional rental, or to furnish such documentation as is necessary or appropriate to establish that such rental payments are exempt from sales or use tax.

XI

All notices and other communications required or permitted hereunder and tender of payments of rentals due hereunder shall be considered properly given or made when deposited with the U.S. Postal Service, properly addressed and bearing sufficient postage, but shall only be considered to be effective when actually received. The address of the parties for all purposes hereof shall be as follows:

LESSOR: KHIL

~~CEAR COVE BROADCASTING, INC.~~

LESSEE:

~~KAZK, INC.~~ ^{U/M}
~~ME~~

EXECUTED at Willcox Arizona this 1ST day of December, 2017.

LESSOR:

By: 

Title: GM

LESSEE:

~~CEAR COVE BROADCASTING, INC.~~

~~KAZK RADIO NETWORK INC.~~ ^{U/M}
~~ME~~

By: 

Title: PRESIDENT

Address:

87 JASPER LAKE ROAD

LOVELAND, CO 80537

EXHIBIT C

Payment Receipts for the Tower Lease by Willcox Radio, LLC

5076

Date 12-13-2017

Yours to the
order of

三十五

Four Hundred & Fifty

\$450.00

8

1077 Dollars



**1525 E. Pershing Blvd.
Cheyenne, WY 82001
(307) 637-7333
www.wyomingstatebar**

Mc KA7K

5E12007135

Business Date 12/15/2017
Session #40

■ Thank you - Dianey
■ Cashbox #05

Further review may result in delayed
availability of this deposit

JPMorgan Chase Bank, N.A.
Willcox, Branch 000017
1-800-935-9935
Member FDIC, Equal Housing Lender
Please keep your receipt
12/15/2017 10:42

Transaction #91
Account Number Ending In: 8306
Checking Deposit \$450.00

My Transaction Summary

Deposit cash or checks at a Chase DepositFriendly(SM) ATM.
An image of your check can be printed on your receipt.

nk.com CHASE CHASE

✱

99-713/1070

D. 2-28-2018

Pay to the order of K. Hill

\$ 450

FOUR HUNDRED & EIGHTY



NAME KAZU TOWNS RENT 3 yrs

107007139120010654011

5089

CHASE CHASE CHASE CHASE CHASE

K'AZK

March - April - May

Deposit cash or checks at a Chase DepositFriendly(SM) ATM. An image of your check can be printed on your receipt.

My Transaction Summary

Transaction #102
Account Number Ending In: 7637
Checking Deposit \$450.00

Further review may result in delayed availability of this deposit

JPMorgan Chase Bank, N.A.
Willcox, Branch 000017
1-800-935-9935
Member FDIC, Equal Housing Lender
Please keep your receipt
03/02/2018 10:47

Business Date 03/02/2018
Session #41

Thank you - Summer
Cashbox #06

Thank you - Summer
Cashbox #06

Y TO THE
DER OF

KHIL

SIX HUNDRED



www.wsb.bank

MO

KAZKRENT 4 MONTHS

: 1070071391: 02001065401: 512

BY NIE

Deposit cash or checks
at most Chase ATMs.
An image of your check can
be printed on your receipt.

My Transaction Summary

Transaction 446	
Account Number Ending In:	7827
Checking Deposit	\$600.00

Further review may result in delayed availability of this deposit.

JPMorgan Chase Bank, N.A.
Willco., Branch 000017
1-800-935-9935

1-800-333-3333

Printed Date 08/28/2018
Session #19

Thank you - Mary Webb
Cashbox #05

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EXHIBIT D

**Invoice for new tri-plexer for the combined operation of KAZK(FM)(89.7 mhz)
and KWQR(FM) (92.5 mhz)**

NicomUsa, Inc
 1690 Cactus Road
 San Diego, CA 92154
 619-671-9500
 Support@nicomusa.com
 http://www.NicomUsa.com



Invoice

BILL TO

MR VICTOR MICHAEL
 MOUNTAIN STATES RADIO
 KONA COAST RADIO /
 87 JASPER LAKE ROAD
 LOVELAND, CO 80537 USA

SHIP TO

MR VICTOR MICHAEL
 MOUNTAIN STATES RADIO
 5910 E. Sentinel Rock Road, Cave Creek,
 AZ 85331
 cell 970-744-9191

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
11677	11/08/2017	\$4,390.00	11/23/2017	NET 15 {13}	
SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	SALES REP	FOB
11/08/2017	BEST WAY	BOL 93582387	EMAIL REQUEST / VIC	DP	SAN DIEGO, CA

QTY	ITEM	DESCRIPTION	RATE	AMOUNT
1	FST800	STARPOINT TRIPLEXER 800 W PER CHANNEL, 7/16DIN OUTPUT TUNED TO: 89.5 , 92.5 , 98.1 MHz	4,150.00	4,150.00
1	PACKAGING	PACKAGING AND HANDLING	50.00	50.00
1	FREIGHT	FREIGHT CHARGES WORLDWIDE EXPRESS FREIGHT	190.00	190.00

BOL 93582387 WITH WORLD WIDE EXPRESS
 CARRIER : CENTRAL TRANSPORT

BALANCE DUE

\$4,390.00

FOR TRACKING CALL: (858) 202-5460

IMPORTANT: PLEASE INSPECT PACKAGE CONTENTS UPON RECEIVING YOUR ORDER FOR ANY POSSIBLE DAMAGE AND/OR MISSING COMPONENTS.

EXHIBIT E

Photographs of the KAZK(FM) transmitter site showing the tower ASR 1225556, 8 bay BEXT MDR-1 antenna system on the tower, and the transmission equipment of KAZK(FM) including its 500 watt Elenos transmitter, Inovonics 718 FM processor, Inovonics 610 Internet Monitor, and Circuit Werkes Site Sentry 2 remote control system. It also shows the transmission systems for KHIL(AM), KWQR(FM), K251CG and K274CB. These stations all utilize the same transmitter site as KAZK(FM).

SiteSentry 2

CircuitWerks
Masters of Innovative Electronics

INOVONICS 610 - Internet Radio Monitor

MULTIPLY OUTPUT

MODE: STEREO OFF COMP CLIPPING

MAX PLOT LEVEL: 0dB

THREAND PROCESSING

PROGRAM INPUT

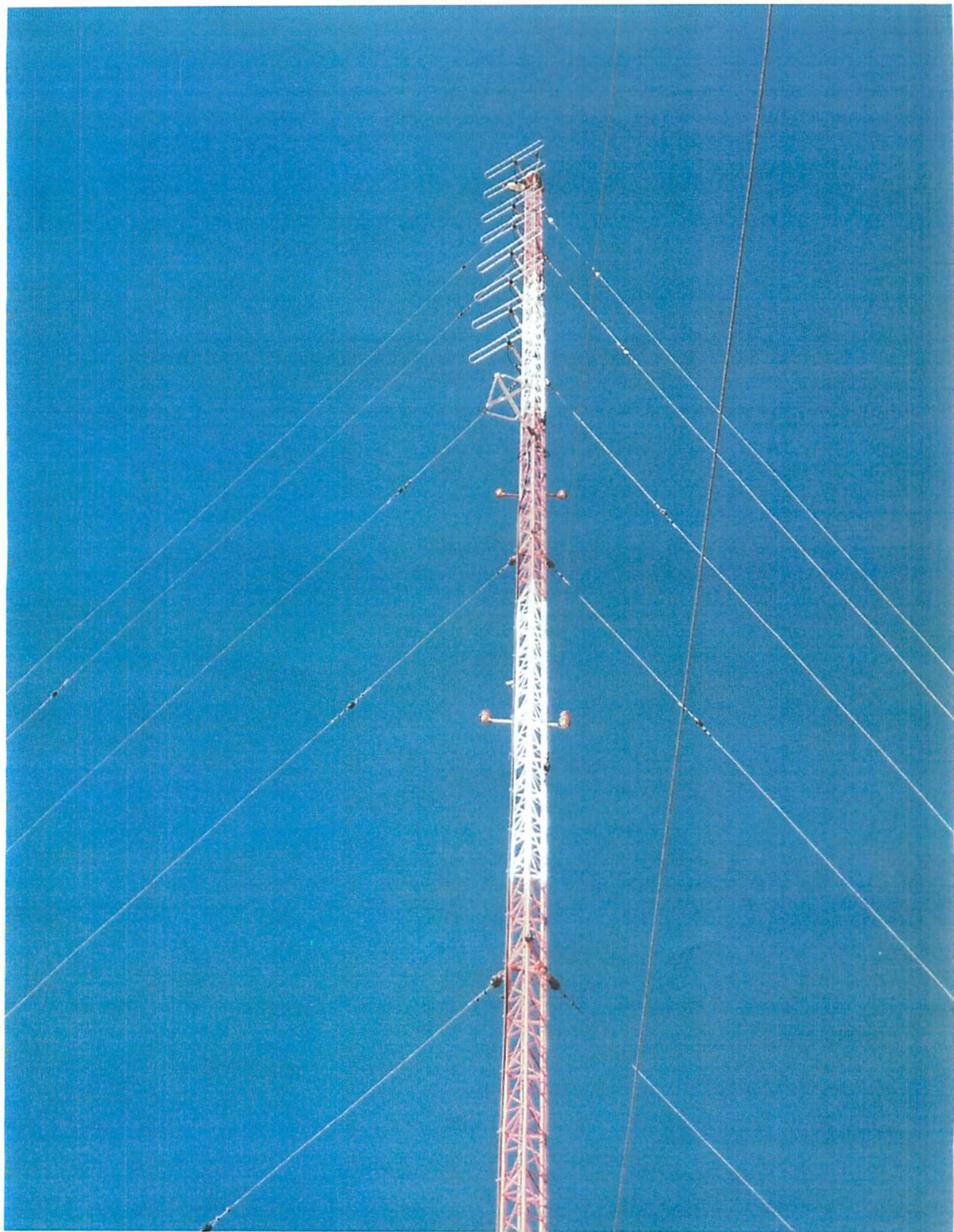
INOVONICS

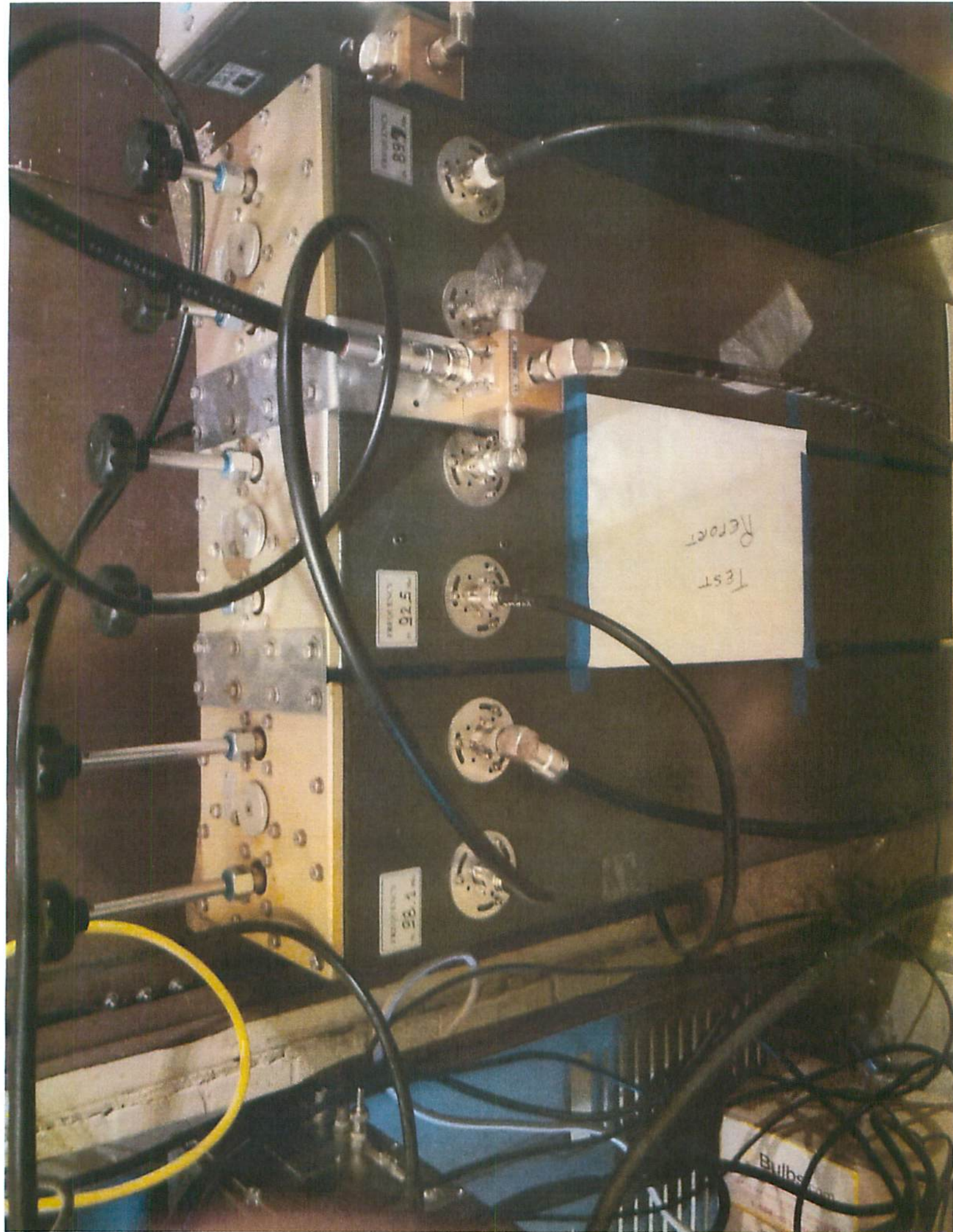
KAZK 89.7

FM Transmitter

BT-1000

ELNOS





TEST
Refect

025

026

027

Bulbs



HIGH VOLTAGE
BROADCAST EQUIPMENT
NO TRESPASSING
VIOLATORS WILL BE PROSECUTED



CAUTION

HIGH LEVEL
RADIO FREQUENCY ENERGY AREA
NO TRESPASSING

INFORMATION

Federal Communications Commission
Tower Registration Number

1225556

Posted in accordance with Federal Communications
Commission rules on antenna tower registration
(47 CFR 1.415)

