

EXHIBIT 1

STATEMENT REGARDING PRIOR MODIFICATIONS OF K241BS, HIGH RIDGE, MO

The facilities of FM translator K241BS have been modified twice since September 2011 – both times to change frequency and once to change location. The station has at all times been located within the St. Louis Arbitron Metro. It was originally proposed in a short form application filed in 2003 as part of Auction 83 and was initially licensed in 2008 as K236AZ, Gray Summit, MO.

In September 2011 the station modified its facilities to change frequency from Ch. 236 to Ch. 239 at the same site and was licensed as K239BI, Gray Summit, MO. A second modification was proposed in January 2012, to operate the translator on Ch. 241 at a different site. The station is currently licensed and operating as K241BS, High Ridge, MO. The instant application proposes a further relocation and change of frequency to Ch. 244.

As the accompanying documentation shows, both previous modifications have been undertaken in strict compliance with Commission rules and policies with respect to site assurance and rebroadcast consent. In addition, the changes have been accomplished with virtually no interruption in broadcast service to the public. This statement is provided as a courtesy to staff reviewing the instant modification. It offers details regarding the minor changes to the station. Facts and supporting documentation provided herein address concerns that have been raised recently by the Commission in a case involving several closely-timed modifications. *See, Letter of Peter H. Doyle to Radio Power Inc., Re. W250BN, West Allis, WI, DA 12-185, rel. February 10, 2012 (“Radio Power”).* If further information is needed, it will be supplied upon request.

Reasonable Assurance of Site Availability: The Instructions to FCC Form 349 require that, at the time an application is filed, an applicant/licensee possess “a reasonable assurance that the specified site” will be available for its intended use. Both towers proposed in the previous modifications were existing structures for which the licensee had either a formal, current lease agreement or had received email confirmation from the owner of the tower confirming its availability.

The first modification of the translator was proposed in BPFT- 20110929AWG. At that time, the station had a tower lease agreement with RCC Inc./dba Radio Comm. Co. The station had been operating pursuant to the lease since it was originally licensed in 2008. The modification application proposed a change in frequency and certain operating parameters but no change in location. A copy of the Antenna Site Lease Agreement is included as **Exhibit 1**.

The second modification of the translator was proposed in BPFT-20120126AAI. At the time the application was filed the licensee had received assurance of site availability from the chairman/president/CEO of Ameren Corporation, the owner of the proposed tower. **Exhibit 2** is a copy of an email dated December 1, 2011 from Ameren indicating that space was available and Ameren

would lease tower space for the translator. The station is now licensed and operating on that tower.

Service to the Public at Each Location: The facilities proposed in the above applications and subsequently authorized by the Commission were constructed and licensed and have operated without interruption at their respective sites. K239BI, Gray Summit, was constructed and operated continuously from the date of filing its license application until it was relocated to High Ridge.

K241BS, High Ridge, was constructed and has operated continuously from the date of filing its license application to the present. It has no intent to be silent at any time prior to construction and licensing of the facilities proposed in the instant application.

Exhibit 3 is the statement of Sam Caputa, the engineer of Station KIHT, St. Louis, MO, who oversaw the construction of the facilities. Based on Mr. Caputa's statement, the total time the station has been off the air in connection with the modifications of its facilities has been approximately 4.5 hours.

Primary Station Consent: At all times, the licensee has had the written consent of the primary station to rebroadcast its signal. Both K239BI and K241BS have rebroadcast the HD-2 signal of station KIHT, St. Louis, MO. **Exhibit 4** is a copy of the KIHT consent letter.

EXHIBIT 1

Copy of Antenna Site Lease Agreement at Gray Summit, MO Tower

RADIO COMM TOWER
GRAY SUMMIT

MRCB

1/13/08

ANTENNA SITE LEASE AGREEMENT

This LEASE AGREEMENT, made and entered into 18th day of January 2008 by and between RCC Inc. /dba Radio Comm Co. hereinafter referred to as "Lessor" and Missouri River Christian Broadcasting hereinafter referred to as "Lessee" witnesseth.

Whereas, Lessor is the owner of a communications tower located at 357 Red Cedar Lane Latitude 38-29-44 N, Longitude 90-48-33 W, near the city of Gray Summit, Missouri and, Whereas, Lessee desires to mount and maintain a communications antenna on said tower.

Now therefore, in consideration of the mutual promises, covenants and agreements contained herein, the parties mutually agree as follows:

1. Lessor leases unto Lessee an area located at the 140 foot level on said tower to allow Lessee to mount and maintain one transmitting antenna, plus housing for one transmitter.
2. The term of this lease shall commence on the 25th day of January 2008, and extend through the 24th day of January 2013.
3. In consideration of this lease arrangement, and as rent therefore, Lessee agrees to begin paying Lessor the sum of \$ 140.00 per month ("Base Rent") on the commencement date. The Base Rent shall be increased 3% annually for the duration of the lease.
4. Maintenance of Equipment: Title to tower upon which Lessee's antenna shall be located shall remain at all times in the hands of Lessor. The Lessee shall not be permitted to repair, modify, install, or remove antenna located on the tower of the Lessor, except as hereinafter provided.
5. Lessee shall keep and preserve the leased premises free from nuisance and not use or permit the use of the premises or any part thereof, for any purpose forbidden by law.
6. Maintenance of Tower: Lessor shall be responsible for complete maintenance of tower upon which leased space is located and shall be responsible to maintain said tower in good operating condition and shall use best efforts so as to insure that the tower is in good operating condition.
7. Maintenance of Antenna: Any and all costs associated with the maintenance of antenna affixed to the tower of the Lessor, shall be paid by the Lessee. Maintenance of said transmitter located on premises of Lessor shall be the responsibility of Lessee with Lessee responsible for payment of any such charges associated with services rendered, repairs, installation or removal of equipment performed by agents of Lessee. Lessor will provide reasonable ingress to and egress from premises to representatives of Lessee for the purpose of performing service and maintenance of the transmitter.
8. Non-Payment of Rental Amount: In the event nonpayment of any rental amounts due hereunder for a period of thirty (30) days after the same are due to be paid in accordance

with this Lease Agreement, a lien shall insure to the Lessor on the equipment and antenna of the Lessee located upon the premises of the Lessor for any unpaid amounts, and the Lessor reserves the right to remove the transmitter of the Lessee from operation for such non-payment.

9. Insurance: The Lessor shall maintain good and sufficient liability and property damage insurance upon the tower which space is leased hereunder, and the Lessee shall at all times during this lease insure that good and sufficient property damage and liability insurance is maintained by the Lessee relative to the equipment of the Lessee located on the tower or on the premises of the Lessor. The Lessor shall not be responsible for any claims, demands, actions, proceedings, damages, liabilities, costs and expenses, including attorney's fees arising out of, connected with, or resulting from damage or injury on or about the premises or to equipment of the Lessee located on the premises unless occasioned by the negligence of the Lessor.
10. Inspection by Lessor: For the purpose of examining and inspection of the condition of equipment located upon its premises, the Lessor may from time to time inspect the equipment of the Lessee located on the premises or affixed to tower of the Lessor.
11. Lessee agrees that any harmful electrical interference caused by Lessee's equipment will be corrected at Lessee's expense, and further agrees that if interference cannot be eliminated completely, Lessor has the option to deem this agreement null and void.
12. This lease shall be binding on the parties hereto, their heirs, personal representatives, successors, and assigns.
13. If, for any reason, either party wishes to terminate this agreement, a written notice of that intent must be sent to the other party stating the intent to terminate. Lessor agrees to give Lessee sufficient time to allow Lessee to locate a suitable site to relocate Lessee's antenna. This time period not to exceed 120 days.
14. Lessee indemnifies Lessor against and holds Lessor harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of the use and/or occupancy of the land or premises by Lessee. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the Lessor. Without limiting the generality of the foregoing, Lessee agrees to defend and indemnify Lessor and its successors and assigns against and hold them harmless from any and all liabilities, obligations, losses, damages and deficiencies resulting from or arising out of any inaccurate representation or breach of non-fulfillment of any warranty made in this Lease or pursuant hereto or from any breach or default in the performance or fulfillment or any of the covenants and agreements hereunder, and any and all costs and expenses, including but not limited to, reasonable legal and accounting fees, reasonable expert witness fees and reasonable consulting fees related to the foregoing. This indemnification shall survive the termination of this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate the day and year first above written.

<u>JC Duggan</u>	<u>Jayce Bollock</u>
Missouri River Chertman Broadcasting	RCC, Inc.
"Lessee"	"Lessor"

EXHIBIT 2

(REASONABLE ASSURANCE AT K241BS TOWER SITE)

Copy of email dated December 1, 2011 from Ameren Corp. indicating that space was available and Ameren would lease tower space for the translator

Sam Caputa

To: James Connett
Subject: RE: FW: Ameren High Ridge Tower

From: James Connett [mailto:jeconnett@gmail.com]

Sent: Thursday, December 01, 2011 9:52 AM

To: Sam Caputa; Donald Lynch

Subject: Fwd: FW: Ameren High Ridge Tower

Sam,

Great news! Information below on who you will with on the Ameren Tower. Yea!

Jim Connett

----- Forwarded message -----

From: **Voss, Thomas** <TVoss@ameren.com>

Date: Thu, Dec 1, 2011 at 9:33 AM

Subject: FW: Ameren High Ridge Tower

To: "Jim Connett (jeconnett@gmail.com)" <jeconnett@gmail.com>

Cc: "Hackman, Jeffrey V" <JHackman@ameren.com>

I suggest you two work directly together – it looks like this could work

THOMAS R. VOSS

Chairman, President & CEO

Ameren Corporation

T 314.554.2549

F 314.554.3066

E tvoss@ameren.com

Please consider the environment before printing this e-mail.

From: Hackman, Jeffrey V

Sent: Thursday, December 01, 2011 6:47 AM

To: Voss, Thomas

Subject: RE: Ameren High Ridge Tower

Tom,

The folks have finished a preliminary (but good) analysis of the request.

- Based on engineering estimates of the antennae size, the tower has adequate strength.
- Similarly, the cabling and associated attachments should be able to be accommodated on the tower members with little difficulty.

6/28/2012

- There is space in the building for any equipment they will need.
- The crews have no issues with this tower in general, and do not believe they should have any issues installing the antenna at the 110 foot level.
- Based on "typical" radio rebroadcasting equipment which is 10-40 watts effective radiated power (ERP) and at 80-100 MHz, it is unlikely to have interference.

It would be helpful, if Mr. Connett can provide it, to find out for sure what frequency and ERP they intend to transmit, as well as the expected size and weight of the antenna.

Jeff

JEFFREY HACKMAN
Manager
Transmission Operations
T [314.554.2839](tel:314.554.2839)
E jhackman@ameren.com

Ameren Services
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St. Louis, MO 63103
Ameren.com

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EXHIBIT 3

**Statement of Sam Caputa, the engineer of Station
KIHT, who oversaw construction of the facilities**

STATEMENT OF SAM CAPUTA

I am the Chief Engineer of station KIHT(FM), St. Louis, MO. The following statement is provided on behalf of Missouri River Christian Broadcasting, Inc., licensee of an FM translator (Facility ID # 139987) which has been modified twice since September 2011.

I personally supervised the technical changes made to the facilities for Modification #1: K236AZ modification from operation on 95.1 MHz with 15 watts ERP non-directional at 43 meters above ground level broadcasting primary station KGNV Facility ID No. 43220 Washington, MO, to K239BI with operation on 95.7 MHz with 100 watts ERP non-directional at 43 meters above ground level. The primary station for K239BI was changed to KIHT Facility ID # 27022, St. Louis, MO. The FM translator was off the air for approximately 45 minutes during the transition.

I personally supervised the technical changes made to the facilities for Modification #2: K239BI at Gray Summit, MO when it was re-located to operate as K241BS, licensed to High Ridge, MO. The OMB FM-1 antenna was installed at 37 meters above ground and transmitter was set to operate with 100 watts ERP non-directional. The primary station for K241BS continued to be KIHT Facility ID # 27022, St. Louis, MO. The FM translator was off the air for approximately three hours and 45 minutes during the move from Gray Summit to High Ridge. To my knowledge the translator has operated continuously other than the brief interruptions to change facilities.

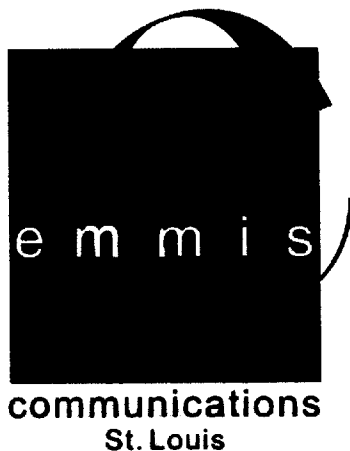
June 26, 2012

 6/26/12

Sam Caputa

EXHIBIT 4

Copy of the KIHT consent to rebroadcast letter



September 19, 2011

Mr. James Goggan
Missouri River Christian Broadcasting, Inc.
P. O. Box 187
Washington, MO 63090

Re: FM Translator Station W236AZ, Gray Summit, MO
CONSENT TO REBROADCAST

Dear Mr. Goggan

Emmis Radio License, LLC ("Emmis") is the license of KIHT(FM), St. Louis, Missouri. KIHT operates in digital mode, with at least one multicast stream. Emmis understands that Missouri River Christian Broadcasting, Inc. ("MRCB") wishes to rebroadcast the KIHT HD2 stream on FM translator station W236AZ, Gray Summit, Missouri, of which MRCB is the licensee. Emmis further understands that the translator is being modified to operate on Channel 239 and that the call sign of the translator will change upon grant of the modification application.

Emmis hereby grants consent to rebroadcast of its HD2 digital stream by the translator, effective immediately. As the licensee of the translator, you are required to submit notification to the FCC identifying KIHT HD2 as the primary station being rebroadcast. A suggested letter to that effect is attached hereto for your convenience. Emmis requests that a copy of the notice, as filed, be sent by e-mail to the undersigned concurrently with the FCC filing.

Sincerely,

John Beck

Attachment: FCC notification letter

[MRCB letterhead]

[date]

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: FM Translator Station _____, Gray Summit, MO
Fac. ID No. 139987
CHANGE OF PRIMARY STATION

Dear Ms. Dortch:

On behalf of Missouri River Christian Broadcasting, Inc., licensee of the above-referenced FM translator station, this is to report that the translator is now rebroadcasting the HD2 digital stream of station KIHT(FM), St. Louis, Missouri, (Fac. ID No. 27022) licensed to Emmis Radio License, LLC ("Emmis") on channel 242 (96.3 MHz). KIHT's signal is received over the air at the translator's transmitter site. MRCB has Emmis's written consent to rebroadcast the HD2 signal of KIHT.

Should any question arise concerning this matter, please communicate with the undersigned.

Sincerely,

James Goggan
President
Missouri River Christian Broadcasting, Inc.

cc: Mr. Robert Gates (via email: Robert.Gates@fcc.gov)
Mr. John Beck (via email: John@stl.emmis.com)