

GEHMAN COMPLIANCE & CONSULTING

ALTERNATE BROADCAST INSPECTION PROGRAM REPORT for the

Indiana Broadcasters Association

Date of Inspection September 17, 2015	Contact: Norma Armogum Phone Number 765-641-3066
Call Letters WQME (FM) Licensee Anderson University, INC. Address 1100 East 5 th Street	City of License Anderson
City Anderson State Indiana	Zip <u>46012-3495</u>
FM Frequency 98.7 mHz Station Class 'A' FCC Facility ID # 2216	ERP <u>4.5</u> kW Non-Da <u>X</u> DA <u> </u>
The facilities described herein were inspect 2015. The Licensee attested in writing on N noted during that inspection have been satisfied.	ted by me personally on September 17 , ovember 20 , 2015 , that the deficiencies
X The facility is in substantial comp	liance with Part 73 and Part 74 of the

_ <u>x</u> _	The facility is in substantial compliance with Part 13 and Part 14 of the
	Federal Communications Commission's Rules. A 'Certificate of
	Compliance' is hereby recommended.
	The facility has minor deficiencies as noted. After the licensee certifies via a
	formal inspection response letter, that the deficiencies have been corrected, a
	'Certificate of Compliance' will be recommended.
	The facility has one major deficiency and several minor deficiencies as noted.
	After the licensee attests via a formal inspection response letter, that the
	deficiencies have been corrected, a 'Certificate of Compliance' will be
	recommended.
<u> </u>	The facility has a number of major deficiencies as noted. After the
	deficiencies have been corrected and notice has been provided to the
	inspector via notarized letter, a re-inspection must occur before a 'Certificate
	of Compliance' will be recommended.

R. Dale Gehman – ABIP Inspector CPBE #50686 /CBNT #80590 FCC#PG-6-9305/PI-6-33723 Date Issued

November 20, 2015

November 19, 2018

Expiration Date

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STATION REQUEST FOR ALTERNATIVE BROADCAST INSPECTION AND AGREEMENT FOR SUCH INSPECTION

DATE OF THIS CONTRACT: $\frac{9-13-15}{5}$ ASSOCIATION INITIALS: $\frac{1}{9}$ ESTIMATED DATE OF INSPECTION: $\frac{9-15-15}{5}$ ASSOCIATION INITIALS: $\frac{1}{9}$

INFORMATION TO BE COMPLETED ONLY BY THE STATION OPERATOR

THE STATION OPERATOR ACKNOWLEDGES AND AGREES THAT, BY ENTERING INTO THIS AGREEMENT, UNLESS THE STATION OPERATOR HAS CHECKED "NO" BELOW AND SET FORTH THE INITIALS OF THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE STATION OPERATOR, THE STATION OPERATOR HEREBY EXERCISES ITS OPTION PURSUANT TO SECTION 5(d) OF THIS AGREEMENT AND EXPRESSLY DIRECTS THE ASSOCIATION TO PROVIDE THE FCC WITH NOTICE THAT THE STATION OPERATOR HAS ENTERED INTO THIS AGREEMENT FOR THE STATION, THE DATE OF THIS AGREEMENT, AND THE ESTIMATED DATE OF INSPECTION AS NOTED ABOVE:

NO INITIALS	
On behalf of the Station(s) identified in Exhibit the "Station"), WQME 98.7 FM	A attached hereto (individually and collectively,
Anderson University, Inc.	(the "Station Operator") hereby requests
and hereby authorizes, the Indiana Broadcasters Associa	ation (the "Association") to cause the transmitter
site(s) and studio site(s) of the Station, to be inspected p	ursuant to that certain "Agreement for State
Broadcasters Association Sponsored Alternative Broadc	east Inspection Program," (the "FCC ABIP
Agreement") dated as of August 15, 2003, by and betwee	een the Association and the Enforcement Bureau
(the "Bureau") of the Federal Communications Commis	sion (the "Commission" or the "FCC")(the "ABI
Program").	(iii)

WHEREAS, the Association is willing to cause the Station to be inspected, and the Station Operator is willing to have the Station inspected, pursuant to the ABIP Program (the "ABIP Inspection") on the following terms and conditions.

In consideration of the foregoing, and the mutual agreements set forth herein, the Station Operator and the Association, intending to be legally bound, hereby agree as follows:

- 1. <u>Authority and Binding Nature</u>. Each party represents and warrants to the other that it has all requisite power and authority to enter into this Agreement and to perform as contemplated hereunder and that the person executing and delivering this Agreement for each party is duly authorized to legally bind such party.
- 2. Effective Date and Term of Agreement. This Agreement shall become effective on that date which has been inserted by the Association at the top of the first page of this Agreement (the "Contract Date") so long as the signatures of both the Association and the Station Operator are evidenced below. The term of this Agreement (the "Term") shall begin on the Contract Date and continue without interruption for a period of one (1) year unless earlier terminated by either party hereto pursuant to Section 6 hereof.
- 3. Fees/Expenses and Payment Terms. The Station Operator shall timely and fully pay the applicable amounts charged by the Association and the ABIP Inspector in connection with the ABIP Inspection, in accordance with the fees/expenses, and payment terms, set forth in Exhibit B, attached hereto. The Station Operator acknowledges and agrees that the timely and full payment of all fees/expenses associated with the ABIP Inspection, including the inspection fee and the ABIP Inspector's expenses for mileage, meals and accommodations (if required), shall be a condition precedent to the issuance of a Certificate of Compliance to the Station.
- 4. Copy of the FCC ABIP Agreement. The Station Operator acknowledges and agrees that, as required by the FCC ABIP Agreement, the Association has provided the Station Operator with a true and complete copy of the FCC ABIP Agreement at the same time that it has provided the Station Operator with this Agreement.

5. Description of the ABIP Program.

a. The Association, in the exercise of its discretion, has selected one or more persons whom it believes in good faith have the requisite competence, experience, training, and integrity to perform properly the duties as an inspector under the ABIP Program (the "ABIP Inspector"). The Station Operator acknowledges and agrees that the relationship of the ABIP Inspector to the Association is that of an independent contractor, and not as of an employee, agent or joint venturer. The Station Operator shall promptly notify the Association if it has any genuine concerns about the competence or integrity of the ABIP Inspector who conducts the inspection of the Station. If requested by the ABIP Inspector, the Station Operator shall provide the ABIP Inspector with use of such test equipment, in proper calibration, necessary to demonstrate compliance with the Commission's rules and regulations. In addition, the Station Operator shall provide the ABIP Inspector with full access to the premises to be inspected and the necessary Station staff support to accomplish the ABIP Inspection in an efficient, complete, and timely fashion. The Station Operator and the Station's staff shall fully cooperate, in a courteous fashion, with the Association and the ABIP Inspector at all times in connection with any ABIP Inspection.

- b. During the inspection of the Station under this ABIP Program, the ABIP Inspector shall conduct a standard FCC Enforcement Bureau full station inspection. Such inspection shall not include an inspection of a Station's conformance with any regulations relating either to (i) equal employment opportunity, or (ii) political broadcasting, except to determine whether the Station maintains Annual EEO Public File Reports (if required) and a political file that are available to the public upon request. Furthermore, neither this Agreement nor the inspection will cover inspection of, or analysis for, compliance with the laws, rules, regulations or policies of the FCC or of any other Federal, state or local governmental authority relating to environmental matters, including, but not limited, to RF exposure.
- c. The Station Operator acknowledges and agrees that, for purposes of this Agreement and the FCC ABIP Agreement, the Station will be considered the holder of a valid Certificate of Compliance only if
- (i) upon the Association's issuance of the Certificate of Compliance to the Station, the Association shall have simultaneously sent a copy of the Certificate of Compliance to the pertinent FCC District or Resident Agent Office either by certified U.S. mail, by overnight delivery by private courier, or by standard U.S. mail if such mailing is preceded either by an electronic mail message indicating that the Certificate has been issued or by transmission of a facsimile of the Certificate (it is the intent of the Association to timely provide the pertinent FCC District or Resident Agent Office with a copy of such Certificate of Compliance),
- (ii) upon the Station's receipt of the Certificate of Compliance, the Station continuously displays its Certificate of Compliance either in plain view (e.g., on the wall in the entrance area of the Station's main studio) or in the Station's FCC authorizations binder at its main studio, and
- (iii) the Station verbally informs any person who enters the main studio of the Station and identifies himself or herself as an FCC inspector seeking to conduct an FCC inspection that the Station holds a valid Certificate of Compliance (actions taken pursuant to Section 5(c)(ii) and (iii), collectively, "Publicly Disclosed" or "Public Disclosure").
- d) The Station Operator acknowledges and agrees that, for purposes of this Agreement and the FCC ABIP Agreement, the Station shall have the option to receive the benefits described in paragraphs 4(h) and 4(i) of the FCC ABIP Agreement, and as described below, for the "Grace Period," as defined below, but only so long as
 - (i) this Agreement is Publicly Disclosed, and
- (ii) the Association has notified the FCC that it has entered this Agreement with the Station using the notification procedures of Section 5(c)(i) above, either (i) within thirty (30) days of September 29, 2003, where the Contract Date is a date that is earlier than September 29, 2003, or (ii) within thirty (30) days of the Contract Date where the Contract Date is a date that is the same as of later than September 29, 2003.

The "Grace Period" shall commence on the Contract Date. The "Grace Period" shall expire at the end of the one hundred and fifty (150) day period beginning on the Contract Date and the Station shall thereafter no longer be eligible to receive the benefits of paragraphs 4(h) and 4(i) of the FCC ABIP Agreement unless a valid Certificate of Compliance has been issued to the Station prior to the end of the "Grace"

Period" and such Certificate is being Publicly Disclosed by the Station. THE OWNER ACKNOWLEDGES AND AGREES THAT, BY ENTERING INTO THIS AGREEMENT, UNLESS THE STATION OPERATOR HAS CHECKED "NO" ON THE FIRST PAGE OF THIS AGREEMENT AND SET FORTH THE INITIALS OF THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE STATION OPERATOR, THE STATION OPERATOR HEREBY EXERCISES ITS OPTION PURSUANT TO THIS SUBSECTION AND EXPRESSLY DIRECTS THE ASSOCIATION TO GIVE THE FCC NOTICE THAT THE STATION OPERATOR HAS ENTERED INTO THIS AGREEMENT FOR THE STATION, THE DATE OF THIS AGREEMENT AND THE ESTIMATED DATE OF INSPECTION, AS NOTED ON THE FIRST PAGE OF THIS AGREEMENT. ONLY IF THE STATION OPERATOR HAS CHECKED "NO" ON THE FIRST PAGE OF THIS AGREEMENT AND SET FORTH THE INITIALS OF THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE STATION OPERATOR, THE ASSOCIATION WILL NOT SO NOTIFY THE FCC IN WHICH CASE THE STATION WILL NOT RECEIVE THE BENEFITS OF PARAGRAPHS 4(H) AND (4)(I) OF THE FCC ABIP AGREEMENT WHICH BENEFITS ARE ALSO DESCRIBED BELOW. THE STATION OPERATOR ALSO ACKNOWLEDGES AND AGREES THAT THE ESTIMATED DATE OF THE INSPECTION IS JUST THAT, A GOOD FAITH ESTIMATE, AND DOES NOT CONSTITUTE A WARRANTY OR COVENANT OF ANY TYPE. THE STATION OPERATOR FURTHER ACKNOWLEDGES AND AGREES THAT IF EITHER (i) IT DOES NOT EXERCISE ITS OPTION, OR (ii) IT DOES EXERCISE ITS OPTION BUT THE INSPECTION PROCESS DOES NOT RESULT IN THE ISSUANCE OF A CERTIFICATE OF COMPLIANCE WITHIN ONE HUNDRED AND FIFTY (150) DAYS COMMENCING ON THE CONTRACT DATE. THE STATION IS AT RISK THAT THE STATION COULD BE INSPECTED BY THE FCC FOR ANY REASON. Unless the Station Operator shall exercise its option hereunder, nothing in this Agreement shall require the Association, the ABIP Inspector or the Station to provide the FCC with notice that the Station is under contract to be inspected under this ABIP Program.

- e. The Station Operator acknowledges and agrees that upon the completion of an inspection by the ABIP Inspector, the ABIP Inspector shall promptly inform the Station in writing of his or her findings and conclusions. The failure of the ABIP Inspector to make and promptly forward his or her findings and conclusions to the station after the ABIP Inspection shall be reported to the Association and shall, in all circumstances, prevent the Association from issuing a Certificate of Compliance to the Station based on such inspection. The Association shall use good faith efforts to maintain the confidentiality of the findings and conclusions of any ABIP Inspection. If the FCC or any other governmental or nongovernmental entity requests from the Association information relating to the findings or conclusions of any ABIP Inspection of the Station, the Association will promptly notify the Station Operator, and otherwise cooperate with the Station Operator relating to such request. This Association obligation shall survive indefinitely the expiration or termination of this Agreement.
- f. The Station Operator acknowledges and agrees that if, as a result of an ABIP Inspection, the ABIP Inspector discovers no existing or potential non-conformance with the Commission's regulations, the ABIP Inspector shall promptly notify the Station and the Association in writing, in which case the Association shall promptly send to the Station the original executed copy of the Station's Certificate of Compliance so long as the Station Operator has remitted to the Association all amounts due and owing by the Owner in connection with the ABIP Inspection. Whenever a Certificate of Compliance is issued by the Association to the Station, the Association shall also simultaneously send a copy of the Certificate of

Compliance to the pertinent FCC District or Resident Agent Office identified in the attachment to the FCC ABIP Agreement.

g. The Station Operator acknowledges and agrees that if, as a result of an ABIP Inspection, the ABIP Inspector discovers any existing or potential nonconformance with the Commission's regulations. the ABIP Inspector shall promptly notify the Station in writing, in which case the Station shall promptly remedy the matter and immediately thereafter report such remedial action to the ABIP Inspector. The ABIP Inspector shall have the full discretion to determine whether, in such circumstance, a re-inspection of the Station is required. If the ABIP Inspector is satisfied that adequate remedial action has been taken and has also determined, in the exercise of his or her discretion, that a re-inspection is not required, the ABIP Inspector shall promptly notify the Station and the Association in which case the Association shall promptly send the Station the original executed copy of the Station's Certificate of Compliance. If the ABIP Inspector, in the exercise of his or her discretion, determines that a re-inspection is required, such re-inspection shall be conducted by the same ABIP Inspector, if he or she is reasonably available. If he or she is not reasonably available, the inspection shall be conducted by a different ABIP Inspector. The ABIP Inspector and the Association shall follow the certificate issuance/notification procedure contemplated for an initial ABIP Inspection. Where a re-inspection is required, a fully satisfactory reinspection of the Station shall be a condition precedent to the issuance of a Certificate of Compliance to the Station.

h. The Station Operator acknowledges and agrees that the FCC ABIP Agreement provides that, except as expressly provided below, upon receipt by the Bureau of a true and correct copy of a valid Certificate of Compliance for the Station and Public Disclosure of the Station's valid Certificate of Inspection, the Bureau will not conduct any type of inspection, investigation, or audit of the Station for a period of three (3) years from the date of the Certificate of Compliance. However, notwithstanding the foregoing, the Bureau may conduct an inspection of the Station if such inspection (i) relates to tower safety issues ("Targeted Tower Safety Inspection"), (ii) was initiated by a complaint against the Station ("Complaint Driven Inspection") or (iii) is an inspection relating to political broadcasting or EEO materials required to be in the Station's public inspection file. The scope of a Targeted Tower Safety Inspection shall be limited to the antenna site(s) of the Station and its compliance with the FCC's regulations relating to tower lighting, tower painting, posting of the antenna structure registration for a radio or television broadcast station, RF radiation from antennas on the tower, and fencing/enclosure of an AM tower. A Targeted Tower Safety Inspection shall not, for example, include an inspection of any other facilities of the Station, including but not limited to the Station's studio and interior of the transmitter building.

i. The Station Operator acknowledges and agrees that, in the case of a Targeted Tower Safety Inspection or inspection of the public file relating to political broadcasting or EEO materials, the Bureau may, within its discretion, take or recommend enforcement action for any noncompliance discovered as a result of such inspection which relates to tower lighting, tower painting, posting of the antenna structure registration for a radio or television broadcast station, RF radiation from the antenna, and/or fencing/enclosure of an AM tower, and/or violations relating to political broadcasting or EEO materials. All other instances of existing or potential regulatory noncompliance shall be referred to the Station without adverse action for resolution and re-inspection. In such event, the Station shall promptly (i) notify the Association that the Bureau has notified the Station of one or more instances of regulatory noncompliance, (ii) remedy such noncompliance, (iii) notify the ABIP Inspector who performed the

immediately preceding ABIP Inspection, (iv) and request a re-inspection by that or some other available ABIP Inspector. The procedures set forth in Section 5(g) hereof applicable to inspections and re-inspections under this ABIP Program shall be followed in such circumstances.

- j. The Station Operator acknowledges and agrees that, in the case of a Complaint Driven Inspection of the Station, the Bureau may, within its sole discretion, take enforcement action for any noncompliance discovered as a result of the Complaint Driven Inspection even if not related to the subject of the complaint.
- k. The Station Operator acknowledges and agrees that, in the event that the Bureau determines, consistent with the procedures set forth in the FCC ABIP Agreement, that it must issue a forfeiture or take any other adverse action against the Station, the Bureau may, if circumstances warrant and in its discretion, give consideration to the Station's participation in the ABIP Program in mitigation of any violation, forfeiture amount, or other sanction or remedy.
- 6. Termination of this Agreement. This Agreement shall automatically terminate as of the effective date of the expiration or termination, if any, of the FCC ABIP Agreement. The Station Operator may terminate this Agreement upon ten (10) days notice to the Association; provided, that under no circumstance shall the Association be required to remit to the Station Operator any monies previously remitted to the Association, and provided further, that such termination shall not relieve the Station Operator from the obligation to pay any and all amounts incurred by the Association and/or the ABIP Inspector as a result of any planned or executed ABIP Inspection hereunder. The Association may terminate this Agreement only if the Association has provided the Owner and the Station written notice of a breach of this Agreement and the Owner and the Station have not cured the breach within ten (10) business days of the date of such notice. Notwithstanding any expiration or termination of this Agreement, if the Station shall hold, before the effective date of such expiration or termination, a valid and current Certificate of Compliance, such Certificate shall continue in full force and effect for the remaining term of the Certificate; provided, however, that the Certificate of Compliance shall no longer be valid if the Bureau were to terminate the FCC ABIP Agreement for the principal reason that it holds a genuine concern about the integrity of the ABIP as administered by the Association and the Bureau has given the Association written notice of the specific basis for its concern in its written notice to terminate.
- 7. Entire Agreement. This Agreement, and the Exhibits attached hereto, embody the entire agreement and understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein, including, but not limited to, any prior ABIP agreement(s) between the Association and the Station Operator for the Station, and statements made in prior brochures, flyers, e-mails, and the like. This Agreement may only be amended by a written instrument executed by the parties hereto.
- 8. Benefit. This Agreement is intended to benefit only the Station Operator and the Station, and any of their successors or assigns. Accordingly, neither this Agreement nor any Certificate of Compliance issued pursuant thereto may be assigned or transferred to any person or entity except to an entity which may now or in the future own or control directly or indirectly the FCC license for the Station, and any effort to do so shall be null and void. It is understood that any assignment or transfer of a Certificate of Compliance shall not have the effect of extending such Certificate beyond the original term of the Certificate.

- 9. Liability and Indemnification. The parties acknowledge and agree that this is a cooperative program, that the Association is motivated to help the broadcast industry increase the level of regulatory compliance generally, and that the Association is not in a position to assume, and does not assume, any liability hereunder to the Station Operator, the Station, or the ABIP Inspector, as a result of this Agreement, the ABIP Program, or the conduct of the Station Operator, the Station or the ABIP Inspector. The Station Operator and the Station shall jointly and severally indemnify and hold harmless, the Association, its members, officers, directors, and staff, from and against any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities (contingent or noncontingent) and expenses (including, but not limited to, fines, penalties, court costs and reasonable attorney's fees) asserted against, resulting from, imposed upon or incurred by the Association, or any its members, officers, directors, or staff, directly or indirectly relating to, arising out of, or resulting from this Agreement or any inspection of the Station by the ABIP Inspector or by the FCC (including by the Bureau), and from any non-compliance by the Station Operator and/or the Station with any applicable law, regulation or policy of any governmental authority, including, but not limited to, the FCC. The Station Operator and the Station acknowledge and agree that, except for gross negligence or willful misconduct by the ABIP Inspector, such ABIP Inspector shall not have any liability of any nature to the Station Operator or the Station arising out of this Agreement or out of any ABIP Inspection of the Station. Notwithstanding (i) the expiration of the Term of this Agreement, (ii) any other termination of this Agreement, or (iii) any term or condition herein to the contrary, this Section in its entirety shall survive and remain in full force and effect in perpetuity.
- 10. Notices. Any communications made pursuant to Section 6 or 9 hereof shall be in writing and shall be deemed given when actually received (including, without limitation, by nationally recognized overnight courier, or upon confirmed receipt of facsimile copy) or on the date of mailing postage prepaid, addressed as specified below the signatures of each party hereto, or addressed to such other address(es) as such party may hereafter specify in a written notice to the other party hereto.
 - 11. No Counterparts Contemplated. This Agreement may not be signed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Contract Date. Joseph P. Misiewicz President/CEO Indiana Broadcasters Association 14074 Trade Center Drive, #141 Fishers, IN 46038 E-mail Address: iba@indianabroadcasters.org Telephone Number: 1-800-342-6276/317-770-0970 Fax Number: 317-770-0972 Anderson University, Inc Name of Station Operator: Dana Stuart Name of Duly Authorized Representative: V P for Finance and Treasurer Title of Duly Authorized Representative: Mailing Address - 1100 East 5th Street, Anderson, IN 46012-3495 Physical Address - 1102 East 6th Street, Anderson, IN 46012 Station Address: email@wqme.com E-mail Address: 765-641-4349 Telephone Number:

765-641-3825 Fax Number:

EXHIBIT A

STATIONS WHICH ARE SUBJECT TO THIS AGREEMENT

CALL LETTERSSERVICECOMMUNITY OF LICENSE/STATEFCC "FIN" ID #WQMEFMAnderson, IN2216

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRH-20120321ABS, WAS GRANTED ON 07/27/2012 FOR A TERM EXPIRING ON 08/01/2020.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WOME.

FACILITY ID: 2216

LOCATION: ANDERSON, IN

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

ANDERSON UNIVERSITY, INC. 1100 EAST FIFTH STREET ANDERSON, IN 46012

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRH-20120321ABS, WAS GRANTED ON 07/27/2012 FOR A TERM EXPIRING ON 08/01/2020.

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FEDERAL COMMUNICATIONS COMMISSION WASHINGTON, DC 20554

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300

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\$00.450 07/30/2012 Mailed From 20743

US POSTAGE

ANDERSON UNIVERSITY, INC. 1100 EAST FIFTH STREET ANDERSON, IN 46012

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FCC 372B (02/00) NOTIFICATION

COMMUNICATION S

United States of America

FEDERAL COMMUNICATIONS COMMISSION FM BROADCAST STATION LICENSE

Official Mailing Address:

ANDERSON UNIVERSITY, INC.

1100 EAST FIFTH STREET ANDERSON, IN 46012-3495

Call Sign: WQME

License File No.: BLH-970512KF

This license covers Permit No.: 951024IC

Authorizing Official:

Daniel J Fontaine
Supervisory Engineer
Audio Services Division
Mass Media Bureau

Grant Date: AUG 2 2 1997

This license expires 3:00 a.m. local time, August 01, 2004

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee:

ANDERSON UNIVERSITY, INC.

Station Location:

IN-ANDERSON

Frequency (MHz): 98.7

Channel: 254

Class: A

Hours of Operation: Unlimited

Main Studio Address:

IN-1102 EAST 6TH STREET, ANDERSON

Transmitter location (address or description): IN-2030 WEST 850 SOUTH, PENDLETON

Remote Control Point Address:

IN - 1102 EAST 6TH STREET, ANDERSON

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 3.5 kW

Antenna type: (directional or non-directional): Non-Directional

Description: ERI FML-3E, THREE SECTIONS

Antenna Coordinates: North Latitude: 39 58 59 West Longitude: 85 42 41

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	4.5	4.5
Height of radiation center above ground (Meters):	115	115
Height of radiation center above mean sea level (Meters):	390	390
Height of radiation center above average terrain (Meters):	117	117

Antenna structure registration number: none

Overall height of antenna structure above ground (including obstruction lighting if any): 122 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

PARAGRAPH 01.0, FCC FORM 715 (OCTOBER 1985):

Antenna structures shall be painted throughout their height with alternate bands of aviation surface orange and white, terminating with aviation surface orange bands at both top and bottom. The width of the bands shall be equal and approximately one-seventh the height of the structure, provided however, that the bands shall not be more than 100 feet nor less than 1 and 1/2 feet in width. All towers shall be cleaned and repainted as often as necessary to maintain good visibility.

PARAGRAPH 03.0, FCC FORM 715 (APRIL 1985):

There shall be installed at the top of the structure one 300 m/m electric code beacon equipped with two 620- or 700-watt lamps (PS-40, Code Beacon type), both lamps to burn simultaneously, and equipped with aviation red color filters. Where a rod or other construction of not more than 20 feet in height and incapable of supporting this beacon is mounted on top of the structure and it is determined that this additional construction does not permit unobstructed visibility of the code beacon from aircraft at any normal angle of approach, there shall be installed two such beacons positioned so as to insure unobstructed visibility of at least one of the beacons from aircraft at any normal angle of approach. The beacons shall be equipped with a flashing mechanism producing not more than 40 flashes per minute nor less than 12 flashes per minute with a period of darkness equal to approximately one-half of the luminous period.

PARAGRAPH 04.0, FCC FORM 715 (APRIL 1985):

At approximately one-half of the overall height of the tower one similar flashing 300 m/m electric code beacon shall be installed in such position within the tower proper that the structural members will not impair the visibility of this beacon from aircraft at any normal angle of approach. In the event this beacon cannot be installed in a manner to insure unobstructed visibility of it from aircraft at any normal angle of approach, there shall be installed two such beacons. Each beacon shall be mounted on the outside of the tower at the prescribed height.

PARAGRAPH 13.0, FCC FORM 715 (APRIL 1985):

On levels at approximately three-fourths and one-fourth of the over-all height of the tower, at least one 116- or 125-watt lamp (A21/TS) enclosed in an aviation red obstruction light globe shall be installed on each outside corner of the structure.

PARAGRAPH 21.0, FCC FORM 715 (APRIL 1985):
All lighting shall burn continuously or shall be controlled by a light sensitive device adjusted so that the lights will be turned on at a north sky light intensity level of about 35 foot candles and turned off at a north sky light intensity level of about 58 foot candles.

Special operating conditions or restrictions:

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

*** END OF AUTHORIZATION ***



United States of America

FEDERAL COMMUNICATIONS COMMISSION FM BROADCAST STATION LICENSE AUXILIARY ANTENNA

Official Mailing Address:

ANDERSON UNIVERSITY, INC. 1100 EAST FIFTH STREET

ANDERSON IN 46012

Facility Id: 2216

Call Sign: WQME

License File Number: BXLH-20100205ACS

transmitting apparatus herein described.

This license covers permit no.: BXPH-20100114ADZ

Authorizing Official:

Penelope A. Dade

Supervisory Analyst

Audio Division

Media Bureau

Grant Date: FFB 17 2010

This license expires 3:00 a.m. local time, August 01, 2012.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Calisign: WQME License No.: BXLH-20100205ACS

Name of Licensee: ANDERSON UNIVERSITY, INC.

Station Location: IN-ANDERSON

Frequency (MHz): 98.7

Channel: 254

Class: A

Hours of Operation: Unlimited -- For auxiliary purposes only

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 3.4 kW

Antenna type: Non-Directional

Description: ERI LPX

Antenna Coordinates: North Latitude: 39 deg 58 min 59 sec

West Longitude: 85 deg 42 min 41 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	1.40	1.40
Height of radiation center above ground (Meters):	76	76
Height of radiation center above mean sea level (Meters):	351	351
Height of radiation center above average terrain (Meters):	78	78

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

Antenna structure registration number: 1028989

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

*** END OF AUTHORIZATION ***



UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION ANTENNA STRUCTURE REGISTRATION



OWNER: Central Indiana Communications, Inc.

ATTN: Kim Gerard	RN): 0015561350	Antenna Structure Registration Number
Central Indiana Commu	nications, Inc.	1028989
2243 E. Main Street		
Greenfield, IN 46140		Issue Date
		11/03/2014
Location of Antenna Structu 2030 W 850 S COUNTY RD	ıre	Ground Elevation (AMSL)
PENDLETON, IN 46064		275.0 meter
County: MADISON		Overall Height Above Ground (AGL)
		122.0 meters
Latitude 39- 58- 59.0 N	Longitude 085- 42- 41.0 W NAD8	7
		397.0 meter
Center of Array Coordinates N/A		Type of Structure
		GTOWER Guyed Structure Used for Communication Purposes
Painting and Lighting Requi	irements:	
FAA Chapters 3, 4, 5, 13		
Paint and Light in Accordan	ice with FAA Circular Number 70/746	60-1J
Conditions:		
and district on a		

This registration is effective upon completion of the described antenna structure and notification to the Commission. YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to http://wireless.fcc.qov/antenna. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission's Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

Posting the Registration Number: The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.4(g)-(h).

Inspecting lights and equipment: The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.

Reporting outages and malfunctions: When any top steady-burning light or a flashing light (in any position) burns out or malfunctions, the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.

Maintaining assigned painting: The antenna structure must be repainted as often as necessary to maintain good visibility.

Complying with environmental rules: If you certified that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).

Updating information: The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or, within 30 days of dismantlement of the structure.

You can find additional information at [insert link] or by calling (877) 480-3201 (TTY 717-338-2824).



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: ANDERSON UNIVERSITY, INC.

ANDERSON UNIVERSITY, INC. 1100 EAST FIFTH STREET ANDERSON, IN 46012–3495

	ll Sign LP831
File l	Number
	Service io Transmitter Link
SMSA	Station Class FXO

Antenna Structure

FCC Registration Number (FRN): 0002900173

Grant Date	Effective Date	Expiration Date	Print Date
01-30-1992	08-13-2010	08-01-2020	07-31-2012
	L		

LOCATION

Fixed Location Address or Area of Operation:

6TH & WALNUT STREET

City: ANDERSON Cou

County: MADISON

State: IN

Loc No. 001 002	Location Na WQME Stuc WQME Tran	lio	-	40-0 39-5	tude 06-36. 08-59.0 QUEN	0 N	08	ongitude 35-39-56.8 35-42-41.0		Elevat 268.0 275.0	tion			on No.
Frequency (MHz)	Tol (%)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg	Emit Loc No	Ant Hgt (m)	(dBi) Refl	Beam (deg) ector		AZIM (deg)	Rec Loc No	Rec Call Sign
945.5	0.00025	500KF8W	54.300	02-13-2012	002	1	001	20.7	18.1	12.0	V	195.4	002	

Waivers/Conditions:

The Facility ID of the Associated Broadcast Parent Station for this license is 2216.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: ANDERSON UNIVERSITY, INC.

ANDERSON UNIVERSITY, INC. 1100 EAST FIFTH STREET ANDERSON, IN 46012–3495

Call Sign	File Number
KC24824	
Radio	Service
RP - Broadcast Aux	tiliary Remote Pickup
Regulat	ory Status
P	MRS
	2-12 7A/2 1A/4/1 24/1

FCC Registration Number (FRN): 0002900173

Grant Date	Effective Date	Expiration Date	Print Date
03-31-1992	03-31-1992	08-01-2020	07-31-2012

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1

	A	n	te	n	n	a	S	
--	---	---	----	---	---	---	---	--

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000455.23250000	MO	1		25K0F3E	2.000	5.200			
1	1	000455.37250000	MO	1		25K0F3E	2.000	5.200			

Broadcast Auxiliary Parent Station Facility ID Number. 2216

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

FEDERAL COMMUNICATIONS COMMISSION 445 12th STREET S.W. WASHINGTON DC 20554

MEDIA BUREAU AUDIO DIVISION TECHNICAL PROCESSING GROUP APPLICATION STATUS: (202) 418-2730 HOME PAGE: WWW.FCC.GOV/MB/AUDIO

OCT 26 2010

PROCESSING ENGINEER: Robert Gates TELEPHONE: (202) 418-0986 FACSIMILE: (202) 418-1410 MAIL STOP: 1800B3

INTERNET ADDRESS: Robert.Gates@fcc.gov

Delmarva Educational Association 3780 Will Scarlet Road Winston-Salem, NC 27104

In Re: New Translator, Indianapolis, IN

Facility ID # 147512 BNPFT-20080619AIE

Petition to Deny

Dear Applicant:

The staff has under consideration: (1) the above-captioned application for a new translator in Indianapolis, Indiana; (2) the Petition to Deny filed by Anderson University, Inc. on July 30, 2008; (3) all related pleadings. For the reasons set forth herein, we grant the Petition to Deny and dismiss the pending application BNPFT-20080619AIE.

In its Petition, Anderson University, Inc purports that the proposed translator will cause interference to WQME(FM), Anderson, Indiana on Channel 254. In order to provide convincing evidence under Section 74.1204(f) that grant of the translator construction permit "will result in interference to the reception" of an existing full-service station, an opponent must provide, at a minimum: (1) the name and specific address of each listener for which it claims credit; (2) some demonstration that the address of each purported listener falls within the 60 dBµ contour of the proposed translator station; (3) some evidence, such as a declaration from each of the claimed listeners, that the person listens to the full-service station at the specified location; and (4) evidence that grant of the authorization will result in interference to the reception of the "desired" station at that location. The "undesired-to-desired" ("U/D") signal strength ratio methodology may be used to demonstrate the potential for interference under Section 74.1204(f). Section 74.1204(f) requires the objector to show that a specific U/D signal strength ratio is exceeded at the location of a bona fide listener of the desired station to establish that interference will result.

The petitioner has demonstrated that it has listeners within the $60 \, dB\mu$ of the proposed translator station and that grant of the translator will result in interference to those listeners. Delmarva Educational Association amended the application to specify 1 watt ERP in an effort to demonstrate that the listeners are not within the new $60 \, dB\mu$ contour of the proposed translator. Anderson University, Inc. filed the Reply to Opposition to Petition to Deny ("Reply") on August 25, 2008. The Reply states that Barbara Hinton is a regular listener and travels within the amended 1 watt facility and would receive interference. Accordingly, we will grant the Petition to Deny and dismiss the application BNPFT-20080619AIE.

¹ The best method is to plot the specific addresses on a map depicting the translator station's 60 dBμ contour.

² See The Association for Community Education, Inc., FCC 04-155, Para. 13, (rel. July 8, 2004).

Accordingly, the Petition to Deny filed on July 30, 2008 by Anderson University, Inc IS HEREBY GRANTED and BNPFT-20080619AIE IS HEREBY DISMISSED. These actions is taken pursuant to 47 C.F.R. § 0.283.

Sincerely,

James D. Bradshaw Deputy Chief Audio Division Media Bureau

cc: Anne Paxson
Susan Marshall

ENGINEERING REPORT FM SPECTRUM ANALYSIS WQME(FM)

ANDERSON, IN. 98.7 MHz September 2010

of WQME-PIG-A - FM Spectrum - 500 kHz Span

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MUNN-REESE, INC. Broadcast Engineering Consultants Coldwater, MI 49036

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CERTIFICATION OF ENGINEERS

The firm of Munn-Reese, Inc., Broadcast Engineering Consultants, with offices at 385 Airport Drive, Coldwater, Michigan, has been retained for the purpose of preparing the technical data forming this report.

Some data utilized in this report was taken from the FCC Secondary Database and data on file. While this information is believed accurate, errors or omissions in the database and file data are possible. This firm may not be held liable for damages as a result of such data errors or omissions.

The report has been prepared by properly trained electronics specialists under the direction of the undersigned whose qualifications are a matter of record before the Federal Communications Commission.

I declare under penalty of perjury that the contents of this report are true and accurate to the best of my knowledge and belief.

September 30, 2010

Munn-Reese, Inc.

vne S/Reese, President

Richard Grzebik, Project Engineer

385 Airport Drive, P. O. Box 220 Coldwater, Michigan 49036

Telephone: (517) 278-7339

COMPLIANCE WITH §73.317 WQME(FM) ANDERSON, IN.

This firm was retained by Anderson University, Inc. to perform the required measurements for WQME to show compliance with the provisions of §73.317 of the Rules governing FM Broadcast Stations. WQME operates on 98.7 MHz with an ERP of 4.5 kW at 117 meters HAAT.

Measurements were taken off air to show compliance with the WQME operation and the translator station located on the same tower. The occupied spectrum measurements were made using a properly calibrated and operating Anritzu MS2721A spectrum analyzer. That plotted data for WQME is found in this report as Figures 1 and 2.

Intermodulation products were calculated using a computer program to list all possible frequencies that may have developed with the WQME operation. The list of frequencies was then used to set the FM field meter frequency dial before the individual measurements were recorded.

The intermodulation products were measured using a Potomac Instruments Model FIM-71 Field Strength Meter. The measurements were made September 22, 2010. The measurements were taken in an unobstructed location within 1 km of the transmitting antenna. The meter was setup and calibrated in accordance with the manufacturer's instructions, and the readings taken on the fundamental carrier frequencies and on the potential intermodulation frequencies.

The readings were logged. The appropriate antenna factor was determined from the chart in the manual for the meter, and the corrected reading on each frequency was then noted and logged. That logged data was then used to construct Table 1 of this report.

Based on these spectrum measurements and the data logged in Table 1, the operation of WQME is well within the rules governing FM Broadcast Stations.

TABLE 1

Tabluation of Intermod Frequencies and Fields with WQME Active

1						
Call Sign	Fre	quency	Fundamental Field	ERP Watts	Required Atter	nuation
WOME	A 98.	7 MHz	165.00 mV/m	4,500	79.53 dB .	
W287BC	в 105.	3 MHz	4.60 mV/m	38	58.80 dB .	
Relationship	IM Frequency	Mix	Field	Attenuation	Reference Freq	Flag
2A	2xF of VWQME	1.0	μV/m	104.35 dB	. A	Passed
2B	2xF of \W287B0	****	μV/m	Int. dB	. В	Interference
A + B	204.00 MHz	1.0	μV/m	104.35 dB	. A	Passed
2A - B	92.10 MHz	***	μV/m	Muncie FM dB	. A	Interference
2B - A	111.90 MHz	1.0	μV/m	104.35 dB	. В	Passed
, ·						

On certain frequencies no audible carrier was observed. In these cases the lower limit of the of the FIM-71 field meter is 1.0 uV. These frequencies are printed blue and indicate that the mixing product if any was attenuated greater than the calculated level.

^{****} Indicates interference from another facility, accurate measurements could not be made.



