

Federal Communications Commission Washington, D.C. 20554 FCC 340	Approved by OMB 3060-0029 (February 2007) FOR FCC USE ONLY
APPLICATION FOR CONSTRUCTION PERMIT FOR RESERVED CHANNEL NONCOMMERCIAL EDUCATIONAL BROADCAST STATION Read INSTRUCTIONS Before Filling Out Form	FOR COMMISSION USE ONLY FILE NO. BNPED - 20000119ACU

Section I - General Information

1.	Legal Name of the Licensee/Permittee MINNESOTA PUBLIC RADIO Mailing Address 480 CEDAR STREET <table border="1"> <tr> <td data-bbox="180 661 548 737">City ST. PAUL</td> <td data-bbox="548 661 1045 737">State or Country (if foreign address) MN</td> <td data-bbox="1045 661 1476 737">Zip Code 55101 -</td> </tr> <tr> <td data-bbox="180 737 548 842">Telephone Number (include area code) 6512901259</td> <td colspan="2" data-bbox="548 737 1476 842">E-Mail Address (if available) FCCFILING@MPR.ORG</td> </tr> <tr> <td data-bbox="180 842 548 915">FCC Registration Number: 0002642510</td> <td data-bbox="548 842 1045 915">Call Sign NEW</td> <td data-bbox="1045 842 1476 915">Facility Identifier 122662</td> </tr> </table>	City ST. PAUL	State or Country (if foreign address) MN	Zip Code 55101 -	Telephone Number (include area code) 6512901259	E-Mail Address (if available) FCCFILING@MPR.ORG		FCC Registration Number: 0002642510	Call Sign NEW	Facility Identifier 122662
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2.	<table border="1"> <tr> <td data-bbox="180 915 1045 991">Contact Representative (if other than licensee/Permittee) TODD M STANSBURY</td> <td data-bbox="1045 915 1476 991">Firm or Company Name WILEY REIN LLP</td> </tr> <tr> <td data-bbox="180 991 1045 1064">Telephone Number (include area code) 2027194948</td> <td data-bbox="1045 991 1476 1064">E-Mail Address (if available) TSTANSBURY@WILEYREIN.COM</td> </tr> </table>	Contact Representative (if other than licensee/Permittee) TODD M STANSBURY	Firm or Company Name WILEY REIN LLP	Telephone Number (include area code) 2027194948	E-Mail Address (if available) TSTANSBURY@WILEYREIN.COM					
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3.	<table border="1"> <tr> <td data-bbox="180 1064 1045 1141">Is this application being filed in response to a window? If Yes, specify closing date 10/19/2007 and/or window number:</td> <td data-bbox="1045 1064 1476 1141"> <input checked="" type="radio"/> Yes <input type="radio"/> No </td> </tr> </table>	Is this application being filed in response to a window? If Yes, specify closing date 10/19/2007 and/or window number:	<input checked="" type="radio"/> Yes <input type="radio"/> No							
Is this application being filed in response to a window? If Yes, specify closing date 10/19/2007 and/or window number:	<input checked="" type="radio"/> Yes <input type="radio"/> No									
4.	<p>Application Purpose</p> <p> <input type="radio"/> New station <input type="radio"/> Major Change in licensed facility <input type="radio"/> Minor Change in licensed facility <input type="radio"/> Major Modification of construction permit <input type="radio"/> Minor Modification of construction permit <input type="radio"/> Major Amendment to pending application <input checked="" type="radio"/> Minor Amendment to pending application </p> <p>(a) File number of original construction permit: -</p> <p>(b) Service Type: <input checked="" type="radio"/> FM <input type="radio"/> TV <input type="radio"/> DTV</p> <p>(c) Community of License: City: INTERNATIONAL FALLS State: MN</p> <p>(d) Facility Type <input checked="" type="radio"/> Main <input type="radio"/> Auxiliary</p> <p>If an amendment, submit as an Exhibit a listing by Section and Question Number the portions of the pending application that are being revised. [Exhibit 1]</p>									

NOTE: The failure to include an explanatory providing full particulars in connection with a "No" response may result in dismissal of the application. See Instructions, paragraph L for additional information regarding completion

of explanatory exhibits.

SECTION II - Legal and Financial

1.	<p>Certification. Applicant certifies that it has answered each question in this application based on its review of the application instructions and worksheets. Applicant further certifies that where it has made an affirmative certification below, this certification constitutes its representation that the application satisfies each of the pertinent standards and criteria set forth in the application instructions and worksheets.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
2.	<p>Eligibility. Each application must answer "Yes" to one and "No" to two of the three following certifications. An applicant should not submit an explanatory exhibit in connection with these Question 2 "No" responses.</p> <p>The applicant certifies that it is:</p> <p>a. a nonprofit educationl institution; or</p> <p>b. a governmental entity other than a school; or</p> <p>c. a nonprofit educationl organization, other than described in a. or b.</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
3.	<p>For applicants checking "Yes" to question 2(c) and applying for a new noncommercial educationl television station only, the applicant certifies that the applicant's officers, directors and members of its governing board are broadly representative of the educational, cultural, and civic segments of the principal community to be served.</p>	<p><input type="radio"/> Yes <input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p>
4.	<p>a. The applicant certifies that the Commission has previously granted a broadcast application identified here by file number that found this applicant qualified as a noncommercial educational entity with a qualifying educational program, and that the applicant will use the proposed station to advance a program similar to that the Commission has found qualifying in applicant's previous application.</p> <p>b. Applicants who answered "No" to Question 4(a), must include an exhibit that describes the applicant's educational objective and how the proposed station will be used to advance an educational program that will further that objective according to 47 C.F.R. Section 73.503 (for radio applicants) and 47 C.F.R. Section 73.621 (for television applicants).</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>FCC FileNumber BMLED- 940420KA</p> <p>[Exhibit 2]</p>
5.	<p>The applicant certifies that its governing documents (e.g., articles of incorporation, by-laws, charter, enabling statute, and/or other pertinent organizational document) permit the applicant to advance an educational program and that there is no provision in any of those documents that would restrict the applicant from advancing an educational program or complying with any Commission rule, policy, or provision of the Communications Act of 1934, as amended.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
6.	<p>a. Parties to the Application. List separately each party to the application including, as applicable, the applicant, its officers, directors, five percent or greater stockholders, non-insulated partners, members, and all other persons and entities with attributable interests. If another entity hold an attributable interest in the applicant, list separately, as applicable, its officers, directors, five percent or greater stockholders, non-insulated partners, and board members. Create a separate row for each individual or entity. Attach additional pages if necessary.</p> <p>[Enter Parties/Owners Information]</p> <hr/> <p style="text-align: center;">Parties to the Application</p> <p>List separately each party to the application including, as applicable, the applicant, its officers, directors, five percent or greater stockholders, non-insulated partners, members, and all other persons and entities with attributable interests. If another entity hold an attributable interest in the applicant, list separately, as applicable, its officers, directors, five percent or</p>	

greater stockholders, non-insulated partners, and board members. Create a separate row for each individual or entity. Attach additional pages if necessary.

(a) Name and Residence Address(es)	(b) Citizen-ship	(c) Positional Interest: Officer, director, investor/creditor attributable under the Commission's equity/debt plus standard, etc	(d) Director or Member of Governing Board	(e)% of:			(f) % of Total Assets (equity plus debt)
				Ownership(O) or Voting Stock(VS) or Membership (M)	Owner-ship (O) or	Voting Stock (VS) or	
PLEASE SEE ATTACHMENT TO EXHIBIT 3			<input type="radio"/> Yes <input type="radio"/> No				

b. Applicant certifies that equity and financial interests not set forth above are non-attributable pursuant to 47 C.F.R. Section 73.3555 and that there are no agreements or understandings with any non-party that would give influence over the applicant's programming, personnel, or finances to that non-party.

Yes No
[Exhibit 3]

7. **Other Authorizations.** List call signs, locations, and facility identifiers of all other broadcast stations in which applicant or any party to the application has an attributable interest pursuant to the notes to 47 C.F.R. Section 73.3555.

N/A
[Exhibit 4]

8. **Character Issues.** Applicant certifies that neither applicant nor any party to the application has or has had any interest in or connection with:

a. any broadcast application in any proceeding where character issues were left unresolved or were resolved adversely against the applicant or party to the application; or

b. any pending broadcast application in which character issues have been raised.

Yes No

See Explanation in [Exhibit 5]

9. **Adverse Findings.** Applicant certifies that, with respect to the applicant, any party to the application, and any non-party equity owner in the applicant, no adverse finding has been made, nor has an adverse final action been taken by any court or administrative body in a civil or criminal proceeding brought under the provisions of any law related to any of the following: any felony; mass media-related antitrust or unfair competition; fraudulent statements to another government unit; or discrimination.

Yes No

See Explanation in [Exhibit 6]

If the answer is "No," attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the the court or administrative body and the proceeding (by dates and file numbers), and a description of the disposition of the matter. Where the requisite information has been earlier disclosed in connection with another application or as required by 47 C.F.R. Section 1.65, the applicant need only provide: (i) an identification of that previous submission by reference to the file number in the case of an application, the call letters of the station regarding which the application or Section 1.65 information was filed, and the date of filing; and (ii) the disposition of the previously reported matter.

10. **Alien Ownership and Control.** Applicant certifies that it complies with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments.

Yes No

See Explanation in [Exhibit 7]

11. **Program Service Certification.** Applicant certifies that it is cognizant of and will comply with its obligations as a commission licensee to present a program service responsive to the issues of public concern facing the station's community of license and service area.

Yes No

12. **Local Public Notice.** Applicant certifies compliance with the public notice requirements of

Yes No

	47 C.F.R. Section 73.3580.	
13.	Anti-Drug Abuse Act Certification. Applicant certifies that neither applicant nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.	<input checked="" type="radio"/> Yes <input type="radio"/> No
14.	Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this application a Model EEO Program Report on FCC Form 396-A.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
QUESTIONS 15, 16 AND 17 APPLY ONLY TO APPLICANTS FOR NEW STATIONS. OTHER APPLICANTS CAN PROCEED TO QUESTION 18.		
15.	Financial. The applicant certifies that sufficient net liquid assets are on hand or that sufficient funds are available from committed sources to construct and operate the requested facilities for three months without revenue. If "No" to 15., answer question 16. and 17.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 8]
16.	Is this application contingent upon receipt of a grant from the National Telecommunications and Information Administration?	<input type="radio"/> Yes <input type="radio"/> No
17.	Is this application contingent upon receipt of a grant from a charitable organization, the approval of the budget of a school or university, or an appropriation from a state, county, municipality or other political subdivision?	<input type="radio"/> Yes <input type="radio"/> No
NOTE: If Yes to 16. or 17., the application cannot be granted unconditionally until all of the necessary funds are committed or appropriated. In the case of grants from the National Telecommunications and Information Administration, no further action on the applicant's part is required. If the applicant relies on funds from a source specified in Question 17., the applicant must advise the Commission when the funds are committed or appropriated. This should be accomplished by letter amendment to the application. Applicants should take note that the Commission's construction period is not considered "tolled" by funding difficulties and that any permit granted conditionally on funding will expire if the station is not constructed for any reason, including lack of funding.		
QUESTIONS 18 AND 19 DO NOT APPLY TO APPLICATIONS FOR NEW STATIONS. APPLICANTS FOR NEW FM STATIONS CAN PROCEED TO SECTION III. APPLICANTS FOR NEW TV STATIONS CAN PROCEED TO SECTION IV.		
Holding Period.		
18.	Applicant certifies that this application does not propose a modification to an authorization that was awarded on the basis of a preference for fair distribution of service pursuant to 47 U.S.C. Section 307(b). If "No," answer a. and b. below. If applicant answers "No" to 18. above and cannot answer "Yes" to either a. or b. below, the application is unacceptable. a. Applicant certifies that the proposed modification will not downgrade service to the area on which the Section 307(b) preference was based. b. Applicant certifies that although it proposes to downgrade service to the area on which the Section 307(b) preference was based, applicant has provided full service to that area for a period of four years of on-air operations.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No
19.	Applicant certifies that this application does not propose a modification to an authorized station that received a credit for superior technical parameters under the point system selection method in 47 C.F.R. Section 73.7003. If "No," applicant must be able to answer "Yes" to a. below or provide an exhibit that makes a compelling showing that the downgrade would be in the public interest. a. Applicant certifies that the population and area within the proposed service contour (60 dBu (FM) or grade B (TV)) are greater than or equivalent to those authorized.	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No [Exhibit 9]

Section III

Fair Distribution of Service Pursuant to 47 U.S.C. Section 307(b) (New and Major Changes to FM Radio Only) (Other applicants can proceed to Section IV).

1.	Applicant certifies that the proposed station will provide a first noncommercial educational aural service to (a) at least 10 percent of the people residing within the station's 60 dBu (1mV/m) service contour and (b) to a minimum of 2,000 people. Applicants answering "Yes" must provide an Exhibit.	<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 10]
2.	Applicant certifies that the proposed station will provide a second noncommercial educational aural service to (a) at least 10 percent of the people residing within the station's 60 dBu (1mV/m) service contour and (b) to a minimum of 2,000 people. Applicants answering "Yes" must provide an Exhibit.	<input checked="" type="radio"/> Yes <input type="radio"/> No [Exhibit 11]

Section IV Point System Factors - New and Major Change Applications Only (used to select among mutually exclusive radio and television applications for new stations and major modifications) **NOTE:** Applicants will not receive any additional points for amendments made after the close of the application filing window.

1.	Established Local Applicant: Applicant certifies that for at least the 24 months immediately prior to application, and continuing through the present, it qualifies as a local applicant pursuant to 47 C.F.R. Section 73.7000, that its governing documents require that such localism be maintained, and that it has placed documentation of its qualifications as an established local applicant in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input checked="" type="radio"/> No
2.	Diversity of Ownership: (a) Applicant certifies that the principal community (city grade) contour of the proposed station does not overlap the principal community contour of any other authorized station (comparing radio and television to television, including non-fill-in translator stations other than those identified in 2(b) below) in which any party to the application has an attributable interest as defined in 47 C.F.R. Section 73.3555, that its governing documents require that such diversity be maintained, and that it has placed documentation of its diversity qualification in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input checked="" type="radio"/> No
	(b) Is the application's certification to 2(a) based on its exclusion of translator station(s) that will be replaced with a full service station pursuant to the authorization requested here? If Yes, applicant must include an exhibit identifying the translator station authorization for which it will request cancellation upon commencement of operation of the proposed full service station (i.e., upon its filing of a license application and receipt of program test authority).	<input type="radio"/> Yes <input checked="" type="radio"/> No [Exhibit 12]
3.	State-wide Network: Applicant certifies that (a) it has NOT claimed a credit for diversity of ownership above; (b) it is one of the three specific types of organizations described in 47 C.F.R. Section 73.7003(b)(3); and (c) it has placed documentation of its qualifications in a local public inspection file and has submitted to the Commission copies of the documentation.	<input type="radio"/> Yes <input type="radio"/> No
4.	Technical Parameters: Applicant certifies that the numbers in the boxes below accurately reflect the new area and population that its proposal would serve with a 60 dBu (FM) or Grade B (TV) signal measured in accordance with the standard predicted contours in 47 C.F.R. Section 73.713(c) (FM) and 73.683(TV) and that it has documented the basis for its calculations in the local public inspection file and has submitted copies to the Commission. Major modification applicants should include the area of proposed increase only (exclude any area already within the station's existing service area). (Points, if any, will be determined by FCC)	<input checked="" type="radio"/> Yes <input type="radio"/> No
	New area served in square kilometers (excluding areas of water):	1175
	Population served based on the most recent census block data from the United States Bureau of Census using the centroid method:	12050

SECTION V - Tie Breakers - New and Major Change Applications Only (used to choose among competing radio and television applications receiving the same number of points in Section IV)

1.	Existing Authorizations. By placing a number in the box, the applicant certifies that it and other parties to the application have, as of the date of filing and pursuant to 47 C.F.R. Section 73.3555, attributable interests in the stated number of relevant broadcast station authorizations. Radio applicants should count all attributable full service radio stations, AM and FM, commercial and noncommercial, and FM translator stations other than fill-in stations or those identified in IV (2)(b) above. TV applicants should count all attributable full service TV stations, commercial and noncommercial and TV translator stations other than fill-in stations or those identified in IV(2)(b) above.
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	64 (number of commercial and non-commercial licenses and construction permits)
2.	Pending Applications. By placing a number in the box, the applicant certifies that it and other parties to the application have, as of the date of filing and pursuant to 47 C.F.R. Section 73.3555, attributable interests in the stated number of pending applications for new or major changes to relevant broadcast stations. Radio applicants should count all attributable full service radio stations, AM and FM, commercial and noncommercial, and FM translator stations other than fill-in stations or those identified in IV(2)(b) above. TV applicants should count all attributable full service TV stations, commercial and noncommercial, and TV translator stations other than fill-in stations or those identified in IV(2)(b) above. 11 (number of pending commercial and non-commercial applications)

Section VI -- Certification

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge that all certifications and attached Exhibits are considered material representations. I hereby waive any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

Typed or Printed Name of Person Signing THOMAS J KIGIN	Typed or Printed Title of Person Signing EXECUTIVE VICE PRESIDENT
Signature	Date 10/15/2007

Section VII Preparer's Certification

I certify that I have prepared Section VII (Engineering Data) on behalf of the applicant, and that after such preparation, I have examined and found it to be accurate and true to the best of my knowledge and belief.

Name KATE MICHLER	Relationship to Applicant (e.g., Consulting Engineer) TECHNICAL CONSULTANT	
Signature	Date 10/12/2007	
Mailing Address DOUG VERNIER TELECOMMUNICATIONS CONSULTANTS 721 WEST 1ST STREET, SUITE A		
City CEDAR FALLS	State or Country (if foreign address) IA	Zip Code 50613-
Telephone Number (include area code) 3192668402	E-Mail Address (if available) KMICHLER@V-SOFT.COM	

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Section VII - FM Engineering	
TECHNICAL SPECIFICATIONS Ensure that the specifications below are accurate. Contradicting data found elsewhere in this application will be disregarded. All items must be completed. The response "on file" is not acceptable.	
TECH BOX	
1.	Channel Number: 202
2.	Class (select one): <input type="radio"/> D <input checked="" type="radio"/> A <input type="radio"/> B1 <input type="radio"/> B <input type="radio"/> C3 <input type="radio"/> C2 <input type="radio"/> C1 <input type="radio"/> C0 <input type="radio"/> C
3.	Antenna Location Coordinates: (NAD 27)

	Latitude: Degrees 48 Minutes 28 Seconds 24 <input checked="" type="radio"/> North <input type="radio"/> South											
	Longitude: Degrees 93 Minutes 20 Seconds 0 <input checked="" type="radio"/> West <input type="radio"/> East											
4.	Proposed Assignment Coordinates: (NAD 27) - RESERVED CHANNELS ABOVE 220 ONLY <input checked="" type="checkbox"/> Not Applicable Latitude: Degrees Minutes Seconds <input type="radio"/> North <input type="radio"/> South Longitude: Degrees Minutes Seconds <input type="radio"/> West <input type="radio"/> East											
5.	Antenna Structure Registration Number: <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Notification filed with FAA											
6.	Overall Tower Height Above Ground Level: 61 meters											
7.	Height of Radiation Center Above Mean Sea Level: 397 meters(H) 397 meters(V)											
8.	Height of Radiation Center Above Ground Level: 55 meters(H) 55 meters(V)											
9.	Height of Radiation Center Above Average Terrain: 47 meters(H) 47 meters(V)											
10.	Effective Radiated Power: 5.75 kW(H) 5.75 kW(V)											
11.	Maximum Effective Radiated Power: <input checked="" type="checkbox"/> Not Applicable kW(H) kW(V) (Beam-Tilt Antenna ONLY)											
12.	Directional Antenna Relative Field Values: <input checked="" type="checkbox"/> Not applicable (Nondirectional) Rotation (Degrees): <input type="checkbox"/> No Rotation											
	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value	Degrees	Value
	0		10		20		30		40		50	
	60		70		80		90		100		110	
	120		130		140		150		160		170	
	180		190		200		210		220		230	
	240		250		260		270		280		290	
	300		310		320		330		340		350	
	Additional Azimuths											

[Relative Field Polar Plot](#)

NOTE: In addition to the information called for in this section, an explanatory exhibit providing full particulars must be submitted for each question for which a "No" response is provided.	
CERTIFICATION	
AUXILIARY ANTENNA APPLICANTS ARE NOT REQUIRED TO RESPOND TO ITEMS 12-15.	
13.	Main Studio Location. The proposed main studio location complies with 47 C.F.R. Section 73.1125. <input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 13]
14.	Community Coverage. The proposed facility complies with 47 C.F.R. Section 73.315. (Channels 221 and above) or 47 C.F.R. Section 73.515 (Channels 220 and below). <input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 14]
15.	Interference. The proposed facility complies with all of the following applicable rule <input checked="" type="radio"/> Yes <input type="radio"/> No

	sections. Check all that apply:	See Explanation in [Exhibit 15]
	Contour Overlap Requirements. a. <input checked="" type="checkbox"/> 47 C.F.R. Section 73.509 Exhibit Required.	[Exhibit 16]
	Spacing Requirements. b. <input type="checkbox"/> 47 C.F.R. Section 73.207 with respect to station(s)	
	Grandfathered Short-Spaced. c. <input type="checkbox"/> 47 C.F.R. Section 73.213(a) with respect to station(s) Exhibit Required.	[Exhibit 17]
	Contour Protection. d. <input type="checkbox"/> 47 C.F.R. Section 73.215(a) with respect to station(s) Exhibit Required.	[Exhibit 18]
	Television Channel 6 Protection. e. <input checked="" type="checkbox"/> 47 C.F.R. Section 73.525 with respect to station(s) Exhibit Required.	[Exhibit 19]
16.	Reserved Channels Above 220. a. Availability of Channels. The proposed facility complies with the assignment requirements of 47 C.F.R. Section 73.203.	<input type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 20]
17.	International Borders. The proposed antenna location is not within 320 kilometers of the common border between the United States and Canada or Mexico. If "No," specify the country and provide an exhibit of compliance with all provisions of the relevant International Agreement.	<input type="radio"/> Yes <input checked="" type="radio"/> No <input checked="" type="radio"/> Canada <input type="radio"/> Mexico [Exhibit 21]
18.	Environmental Protection Act. The proposed facility is excluded from environmental processing under 47. C.F.R. Section 1.1306 (i.e., The facility will not have a significant environmental impact and complies with the maximum permissible radiofrequency electromagnetic exposure limits for controlled and uncontrolled environments). Unless the applicant can determine compliance through the use of the RF worksheets in Worksheet #7, an Exhibit is required. By checking "Yes" above, the applicant also certifies that it, in coordination with other users of the site, will reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic exposure in excess of FCC guidelines.	<input checked="" type="radio"/> Yes <input type="radio"/> No See Explanation in [Exhibit 22]
19.	Community of License Change - Section 307(b). If the application is being submitted to change the facility's community of license, then the applicant certifies that it has attached an exhibit containing information demonstrating that the proposed community of license change comports with the fair distribution of service policies underlying Section 307(b) of the Communications Act of 1934, as amended (47 U.S.C. Section 307(b)). An exhibit is required unless this question is not applicable.	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A [Exhibit 23]
PREPARER'S CERTIFICATION ON PAGE 8 MUST BE COMPLETED AND SIGNED.		

Exhibits

Exhibit 1

Description: SECTIONS TO BE AMENDED

IN THIS AMENDMENT, THE APPLICANT, MINNESOTA PUBLIC RADIO, PROVIDES INFORMATION AND SUPPORT EXHIBITS FOR SECTIONS III, IV AND V OF FCC FORM 340. AN UPDATED CONTOUR OVERLAP EXHIBIT HAS ALSO BEEN ATTACHED AS EXHIBIT #16 IN SECTION VII, ENGINEERING. IN THAT SAME SECTION, EXHIBIT #22 REGARDING ENVIRONMENTAL TESTING HAS BEEN ADDED.

Attachment 1

Exhibit 2

Description: EXHIBIT 2 / ELIGIBILITY

PLEASE REFER TO EXHIBIT 4 FOR A COMPLETE LIST OF FACILITIES LICENSED TO THE APPLICANT.

Attachment 2

Exhibit 3

Description: EXHIBIT 3 / PARTIES TO THE APPLICATION

THE ATTACHMENT TO THIS EXHIBIT IS A LISTING OF THE BOARDS OF TRUSTEES OF THE APPLICANT, MINNESOTA PUBLIC RADIO, AS WELL AS ITS PARENT COMPANY, AMERICAN PUBLIC MEDIA GROUP. ADDITIONAL INFORMATION ON BOARD MEMBERS AND THEIR BROADCAST INTERESTS IS CONTAINED IN EXHIBIT 4.

Attachment 3

Description
Exh. 3 / Parties to the Application

Exhibit 4

Description: EXHIBIT 4 / FACILITIES

THE ATTACHMENT TO THIS EXHIBIT IS A COMPLETE LISTING OF FACILITIES LICENSED TO THE APPLICANT, WITH ADDITIONAL INFORMATION ON BOARD MEMBERS AND THEIR BROADCAST INTERESTS.

Attachment 4

Description
Exh. 4 / Facilities list

Exhibit 10

Description: FAIR DISTRIBUTION OF SERVICE

PLEASE SEE ATTACHED EXHIBIT.

POPULATION FOR THIS 307B EXHIBIT WAS CALCULATED USING THE 2000 U.S. CENSUS BLOCK LEVEL SF1 POPULATION DATABASE. THE CENTROID METHOD WAS USED WITH 360 RADIALS AND THE AREA WAS CALCULATED USING NUMERIC INTEGRATION FROM THESE RADIALS.

Attachment 10

Description
Exhibit #10, Fair Distribution of Service

Exhibit 12**Description:** EXHIBIT 12 / TRANSLATOR STATIONS

APPLICANT CURRENTLY OPERATES TRANSLATORS K201CN AND K249BK IN INTERNATIONAL FALLS. UPON COMMENCEMENT OF OPERATION OF THE PROPOSED FULL-SERVICE STATION (I.E. UPON ITS FILING OF A LICENSE APPLICATION AND RECEIPT OF PROGRAM TEST AUTHORITY), APPLICANT WILL REQUEST CANCELLATION OF THE LICENSE FOR K201CN, WHICH CURRENTLY REBROADCASTS KNBJ (BEMIDJI, MN).

Attachment 12

Exhibit 13**Description:** EXHIBIT 13 / REQUEST FOR MSR WAIVER

REQUEST TO WAIVE THE MAIN STUDIO RULE WAS MADE WITH THE ORIGINAL APPLICATION, FILE NO. BNPED-20000119ACU.

Attachment 13

Exhibit 16**Description:** CONTOUR OVERLAP REQUIREMENTS**Attachment 16**

Description
Exhibit #16, Contour Overlap Requirements

Exhibit 19**Description:** (blank)

PLEASE SEE ORIGINAL APPLICATION BNPED20000119ACU

Attachment 19

Exhibit 22**Description:** ENVIRONMENTAL PROTECTION ACT

THE APPLICANT WILL CONDUCT ENVIRONMENTAL TESTING, SHOULD THE INSTANT PROPOSAL BE ACCEPTED. ATTACHED IS A PROPOSAL FROM DYNAMIC ENVIRONMENTAL ASSOCIATES TO CONDUCT SUCH TESTING.

Attachment 22

Description
Exhibit #22, Environmental Protection Act

PARTIES TO THE APPLICATION

The items below correspond to the columns in the following tables:

- (a) Name and Address
- (b) Citizenship
- (c) Positional Interest
- (d) Director or Member of Governing Board
- (e) Percentage of Votes
- (f) Percentage of Assets (equity plus debt)

**MINNESOTA PUBLIC RADIO (MPR)
 AMERICAN PUBLIC MEDIA GROUP (APMG)**

(a)	(b)	(c)	(d)	(e)	(f)
Bradbury H Anderson Best Buy Corporate Campus 7601 Penn Avenue South Richfield, MN 55423	US	Trustee (MPR)	Yes	0	0
Andy Bessette The Travelers Companies, Inc. Mail code NB17A 385 Washington Street St. Paul, MN 55102	US	Trustee (MPR)	Yes	0	0
Susan Boren SpencerStuart Suite 2750 225 South Sixth Street Minneapolis, MN 55402	US	Trustee (MPR)	Yes	0	0
George Buckley 3M 3M Center 220-14W-05 St. Paul, MN 55144-1000	UK	Trustee (MPR)	Yes	0	0
Patrick J Denzer John B Collins Associates, Inc. 8500 Normandale Lake Blvd Suite 2400 Bloomington, MN 55437	US	Trustee (MPR)	Yes	0	0

(a)	(b)	(c)	(d)	(e)	(f)
Janet M Dolan Act III Enterprises William Moore Law Firm 7260 University Avenue NE Suite 160 Fridley, MN 55432	US	Trustee (MPR)	Yes	0	0
Ian R Friendly General Mills, Inc. #1 General Mills Blvd Minneapolis, MN 55426	US	Trustee (MPR)	Yes	0	0
Steve Fritze Ecolab, Inc 370 Wabasha Street North St. Paul, MN 55102	US	Trustee (MPR and APMG)	Yes	0	0
Sara H Gavin Weber Shandwick Minneapolis 8000 Norman Center Drive Suite 400 Minneapolis, MN 55437	US	Trustee (MPR and APMG)	Yes	0	0
Randall J Hogan Pentair, Inc 5500 Wayzata Blvd; Suite 800 Golden Valley, MN 55416	US	Trustee (MPR and APMG)	Yes	0	0
Kim R Jenson UBS Financial Services Inc. 800 Nicollet Mall Suite 700 Minneapolis, MN 55402	US	Trustee (MPR)	Yes	0	0
Anita H Kunin 2843 Burnham Blvd Minneapolis, MN 55416-4331	US	Trustee (MPR)	Yes	0	0
Karin L Larson Capital International Research, Inc. 11100 Santa Monica Blvd; 15 th Floor Los Angeles, CA 90025	US	Trustee (MPR)	Yes	0	0
Thomas R McBurney McBurney Management Advisors 80 South Eighth Street 4900 IDS Center Minneapolis, MN 55402	US	Trustee (MPR)	Yes	0	0

(a)	(b)	(c)	(d)	(e)	(f)
William R McLaughlin Select Comfort 6105 Trenton Lane North Plymouth, MN 55442	US	Trustee (MPR and APMG)	Yes	0	0
Pamela J Moret Thrivent Financial for Lutherans Mail Stop MS1630 625 4th Avenue South Minneapolis, MN 55415	US	Treasurer, Trustee (MPR and APMG)	Yes	0	0
Glen D Nelson, MD GDN Holdings 301 Carlson Parkway, Suite 315 Minnetonka, MN 55305	US	Chair, Trustee (MPR and APMG)	Yes	0	0
Michael O'Keefe Minneapolis College of Art & Design 2501 Stevens Avenue Minneapolis, MN 55404	US	Trustee (MPR)	Yes	0	0
David John Olderman 25286 Bob White Lane Blackduck, MN 56630	US	Trustee (MPR)	Yes	0	0
James J Phelps Northcrest Corporation 2635 University Avenue West Suite 190 Saint Paul, MN 55114	US	Trustee (MPR)	Yes	0	0
Addison (Tad) Piper Piper Jaffray Companies Inc 800 Nicollet Mall; J09502 Minneapolis, MN 55402	US	Trustee (MPR and APMG)	Yes	0	0
Paul Reyelts The Valspar Corporation 1101 Third Street South Minneapolis, MN 55415	US	Trustee (MPR)	Yes	0	0
Steven M Rothschild Twin Cities RISE! 4525 East Lake Harriett Parkway Minneapolis, MN 55409	US	Trustee (MPR)	Yes	0	0

(a)	(b)	(c)	(d)	(e)	(f)
David R Strand Cleveland Clinic Foundation 9500 Euclid Avenue Mail Code H 18 Cleveland, OH 44195	US	Vice-Chair, Trustee (MPR and APMG)	Yes	0	0
Austin P Sullivan Jr 700 Twelve Oaks Center Drive Suite 252 Wayzata, MN 55391	US	Trustee (MPR and APMG)	Yes	0	0
Dr Richard L Torgerson Luther College 700 College Drive Decorah, IA 52101-1045	US	Trustee (MPR)	Yes	0	0
William Pearce Box 2187 Loop Station Minneapolis, MN 55402	US	Life Trustee (MPR)	Yes	0	0
Robert J Sivertsen 29 Summit Court St. Paul, MN 55102	US	Life Trustee (MPR)	Yes	0	0
Joanne Von Blon 700 Second Street South # 8-1 Minneapolis, MN 55401	US	Life Trustee (MPR)	Yes	0	0
William H Kling Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	President of the Board of Trustees, President (MPR and APMG)	No	0	0
Thomas J Kigin Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	Staff Officer (MPR and APMG)	No	0	0
Jon R McTaggart Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	Staff Officer (MPR and APMG)	No	0	0

(a)	(b)	(c)	(d)	(e)	(f)
Mark E Alfuth Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	Staff Officer (MPR and APMG)	No	0	0
Jon K Gossett Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	Staff Officer (MPR)	No	0	0
Jana V Kanyadan Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	Staff Officer (MPR)	No	0	0
Sarah S Lutman Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	Staff Officer (MPR)	No	0	0
Mary S Nease Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	Staff Officer (MPR and APMG)	No	0	0
Timothy T Roesler Minnesota Public Radio American Public Media Group 480 Cedar Street Saint Paul, MN 55101	US	Staff Officer (MPR)	No	0	0
JJ Yore American Public Media Los Angeles 261 South Figueroa Street, Suite 200 Los Angeles, CA 90012	US	Staff Officer (MPR)	No	0	0

FCC Form 340
Exhibit 4
Minnesota Public Radio, FRN 0002-6425-10

Page 1

This document is responsive to Section II, item 7 of FCC Form 340. A responsible person for this document is Mitzi T Gramling (mgramling@mpr.org, 651.290.1259).

Minnesota Public Radio (MPR) holds licenses and/or construction permits for the following radio broadcast stations, all of which are operated on a noncommercial basis:

<u>CALL SIGN</u>	<u>FACILITY ID</u>	<u>COMMUNITY</u>	<u>FREQUENCY</u>
KRSU-FM	42967	Appleton MN	91.3 MHz
KNCM-FM	42981	Appleton MN	88.5 MHz
KNSE-FM	90889	Austin MN	90.1 MHz
KCRB-FM	42970	Bemidji MN	88.5 MHz
KNBJ-FM	42966	Bemidji MN	91.3 MHz
KBPR-FM	42912	Brainerd MN	90.7 MHz
KBPN-FM	92068	Brainerd MN	88.3 MHz
WIRN-FM	78080	Buhl MN	92.5 MHz
WSCN-FM	42975	Cloquet MN	100.5 MHz
KNSR-FM	42938	Collegeville MN	88.9 MHz
KSJR-FM	42955	Collegeville MN	90.1 MHz
KLCD-FM	42943	Decorah IA	89.5 MHz
KLNI-FM	42932	Decorah IA	88.7 MHz
WSCD-FM	42940	Duluth MN	92.9 MHz
KNWF-FM	92141	Fergus Falls MN	91.5 MHz
KCMF -FM	92307	Fergus Falls MN	89.7 MHz
WMLS -FM	92306	Grand Marais MN	88.7 MHz
WLSN-FM	92302	Grand Marais MN	90.7 MHz
WGGL-FM	42913	Houghton MI	91.1 MHz
KXLC-FM	42918	La Crescent MN	91.1 MHz
KSJN-FM	42911	Minneapolis MN	99.5 MHz
KNOW-FM	42949	Minneapolis/St Paul MN	91.1 MHz
KCCD-FM	42951	Moorhead MN	90.3 MHz
KCCM-FM	42926	Moorhead MN	91.1 MHz
KCMP-FM	62162	Northfield MN	89.3 MHz

<u>CALL SIGN</u>	<u>FACILITY ID</u>	<u>COMMUNITY</u>	<u>FREQUENCY</u>
KMSE-FM	83876	Rochester MN	88.7 MHz
KLSE-FM	42965	Rochester MN	91.7 MHz
KZSE-FM	42929	Rochester MN	90.7 MHz
KRXW-FM	166032	Roseau MN	103.5 MHz
KRSD-FM	42909	Sioux Falls SD	88.1 MHz
KGAC-FM	42910	St Peter MN	90.5 MHz
KNGA-FM	42944	St Peter MN	91.5 MHz
KWRV-FM	42917	Sun Valley ID	91.9 MHz
KNTN-FM	42922	Thief River Falls MN	102.7 MHz
KQMN-FM	42974	Thief River Falls MN	91.5 MHz
WIRR-FM	42957	Virginia/Hibbing MN	90.9 MHz
KNSW-FM	42947	Worthington/Marshall MN	91.7 MHz
KRSW-FM	42958	Worthington MN	89.3 MHz

MPR holds licenses or construction permits for the following noncommercial educational FM translators:

<u>CALL SIGN</u>	<u>FACILITY ID</u>	<u>COMMUNITY</u>	
K280EB	42950	Albert Lea MN	103.9 MHz
K215BL	42971	Alexandria MN	90.9 MHz
K277AD	42979	Austin MN	103.3 MHz
K222BA	141797	Blue Earth MN	92.3 MHz
K270AQ	141824	Blue Earth MN	101.9 MHz
K208CR	86095	Ely MN	89.5 MHz
W269AC	42968	Ely MN	101.7 MHz
K281AB	42969	Grand Rapids MN	104.1 MHz
K297AD	42964	Grand Rapids MN	107.3 MHz
W226AY	141839	Hinckley MN	93.1 MHz
W248AS	141828	Hinckley MN	97.5 MHz
K283AN	141856	Hinckley MN	104.5 MHz

<u>CALL SIGN</u>	<u>FACILITY ID</u>	<u>COMMUNITY</u>	
W293AV	141860	Hinckley MN	106.5 MHz
W224AO	42928	Houghton MI	92.7 MHz
K201CN	42936	International Falls MN	88.1 MHz
K249BK	42973	International Falls MN	97.7 MHz
K201BW	42952	La Crescent MN	88.1 MHz
K276EW	149175	Olivia MN	103.1 MHz
K280ET	152436	Olivia MN	103.9 MHz
K289AE	42948	Owatonna MN	105.7 MHz
K280EC	42961	Owatonna MN	103.9 MHz
K245AK	152818	Redwood Falls MN	96.9 MHz
W215AI	42942	Roseau MN	90.9 MHz
K264AR	141704	Roseau MN	100.7 MHz
K270AB	42978	Winona MN	101.9 MHz
W297AW	42907	Winona MN	107.3 MHz

MPR has the following pending applications for construction permits to build new FM noncommercial radio broadcast stations:

<u>FCC FILE NO.</u>	<u>COMMUNITY</u>	<u>FACILITY ID</u>	<u>FREQUENCY</u>
BNPED 20000119ACU	International Falls, MN	122662	88.3 MHz
BNPED20000119ABW	International Falls, MN	122570	89.7 MHz

MPR has the following pending application for a construction permit to build a new noncommercial translator station:

BNPFT20000316AAE	Minneapolis, MN	122965	91.9 MHz
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MPR holds the following Educational Broadband Service (EBS) licenses or construction permits:

<u>CALL SIGN</u>	<u>COMMUNITY</u>	<u>CHANNEL GROUP</u>
WHR-751	Duluth MN	G1,G2,G3,G4

<u>CALL SIGN</u>	<u>COMMUNITY</u>	<u>CHANNEL GROUP</u>
WHR-765	Fargo ND	C1,C2,C3,C4
WHR-750	St. Cloud MN	B1, B2, B3, B4
WHR-754	Mankato MN	A1,A2,A3,A4
WLX-299	Minneapolis MN	A1,A2,A3,A4
WHR-753	Rochester MN	B1,B2,B3,B4
WHR-752	Sioux Falls SD	B1,B2,B3,B4
WHR-497	St Paul MN	B1,B2,B3,B4

MPR is a wholly owned subsidiary of American Public Media Group (APMG). The Board of Trustees of APMG has certain approval rights with respect to organizational documents of MPR, appointment of certain members of MPR's Board of Trustees, and the sale of all or substantially all of MPR's assets. MPR is a licensee of the Commission. Ownership Reports for MPR and APMG were filed with the Commission most recently on April 30, 2007.

All Trustees and Officers of MPR are US citizens, with the exception of George W Buckley, who is a UK citizen. Trustee/officer William H Kling and officer Thomas J Kigin are on the Board of Directors of Comcast of Saint Paul. Trustee Anita Kunin's four sons and husband collectively own 85% of seven TV stations (KVRR, Fargo, ND; KJRR, Jamestown, ND; KBRR, Thief River Falls, MN; KNRR, Pembina, ND; KDLT, Sioux Falls, SD; KDLV, Mitchell, SD; and KQDS, Duluth, MN) and eighteen radio stations (KQDS-AM, KQDS-FM, KZIO, and WWAX, Duluth, MN; WLMX-FM, Balsam Lake, WI; WXCX, Siren, WI; KGHS and KSDM, International Falls, MN; KKIN-AM and KKIN-FM, Aitkin, MN; KFGI, Crosby, MN; WHSM-AM and WHSM-FM, Hayward, WI; KAOD, Babbitt, MN; KBAJ, Deer River, MN; WXXZ, Grand Marais, MN; WCMP-AM and WCMP-FM, Pine City, MN). Trustee William McLaughlin serves on the Board of Trustees of Carleton College, which is the licensee of KRLX-FM in Northfield, MN.

All Trustees and Officers of APMG are US citizens. Trustee/officer William H Kling and officer Thomas J Kigin are on the Board of Directors of Comcast of Saint Paul.

The Board of Trustees of American Public Media Group (APMG) has certain approval rights with respect to organizational documents of Minnesota Public Radio (MPR), appointment of certain members of MPR's Board of Trustees, and the sale of all or substantially all of MPR's assets.

Fair Distribution of Service Under 307(b) - 60 dBu Contours

AP2081

BNPED20000119ACU
 Latitude: 48-28-24 N
 Longitude: 093-20-00 W
 ERP: 5.75 kW
 Channel: 202
 Frequency: 88.3 MHz
 AMSL Height: 397.0 m
 Elevation: 342.0 m
 Horiz. Pattern: Omni
 Vert. Pattern: No
 Prop Model: None

US Land Area = 1174.9 sq km

Population Database: 2000 US Census (SF1)

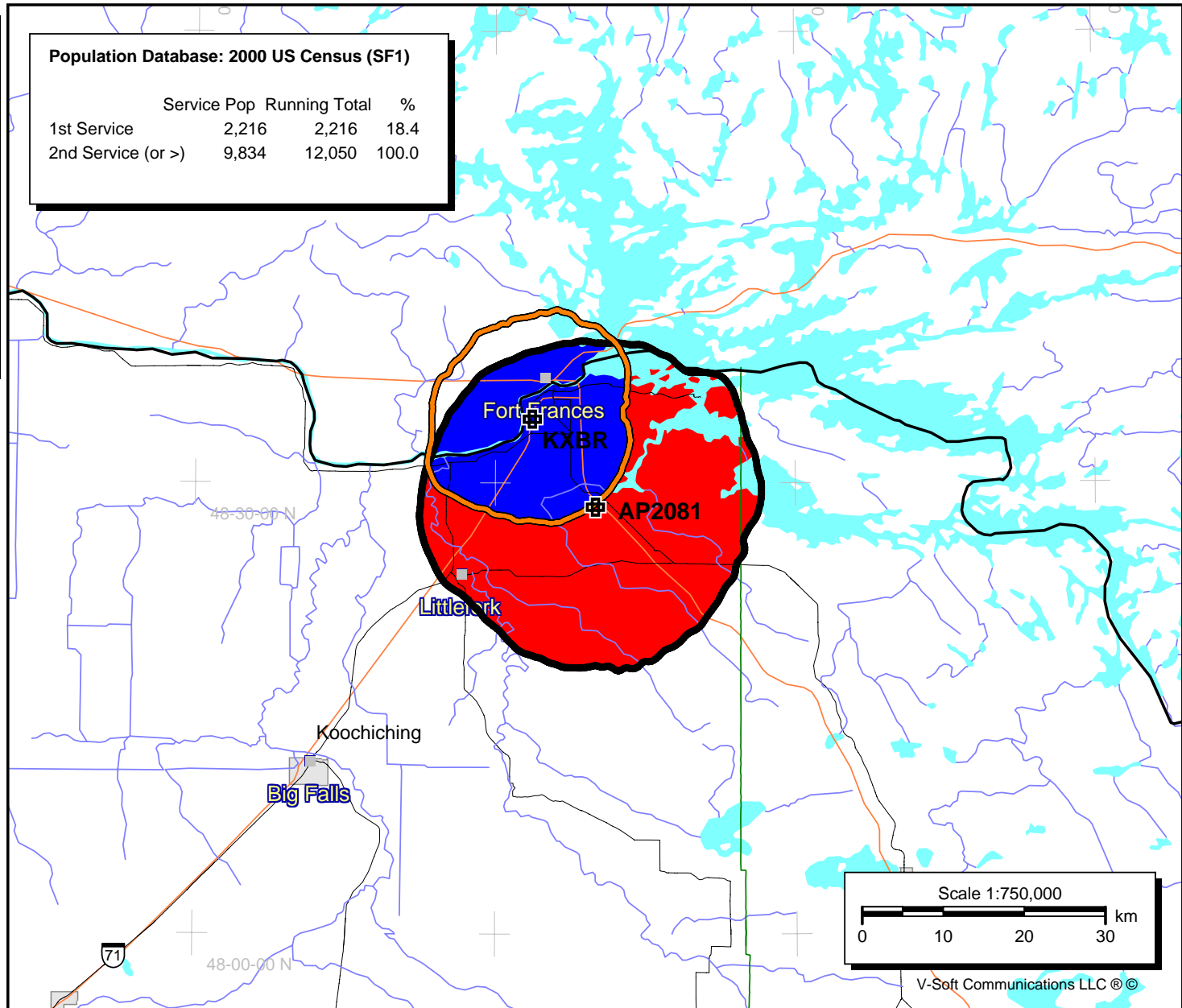
	Service Pop	Running Total	%
1st Service	2,216	2,216	18.4
2nd Service (or >)	9,834	12,050	100.0

■ First Service
■ Second Service

AP2081
 KXBR

9/11/2007

V
 Doug Vernier
 721 West 1st Street, Suite A
 Cedar Falls, Iowa 50613
 (319) 266-8402
 Telecommunications Consultants



Minnesota Public Radio
International Falls

REFERENCE
48 28 24.0 N.
93 20 00.0 W.

CH# 202C1 - 88.3 MHz, Pwr= 5.75 kW, HAAT= 50.3 M, COR= 397 M
Average Protected F(50-50)= 19.71 km

DISPLAY DATES
DATA 09-08-07
SEARCH 09-10-07

CH CITY	CALL	TYPE STATE	ANT	AZI <--	DI ST FILE #	LAT LNG	PWR(kW) HAAT(M)	INT(km) COR(M)	PRO(km) LICENSEE	*IN* (Overlap in km)	*OUT*
202A International Falls	AP2081	APP MN	_CX	0.0 0.0	0.00 BNPED20000119ACU	48 28 24.0 93 20 00.0	5.750 47	75.4 397	20.2 Minnesota Public Radio	-95.60*	-95.60*
203C1 Bemidji	KCRB-FM	LIC MN	_CX	225.5 44.7	121.06 BLED20030429AAO	47 42 21.0 94 29 09.0	83.000 301	101.0 720	69.4 Minnesota Public Radio	0.65	23.23
201A Atikokan	ONTFM-003«	AL ON	_HN	76.9 258.2	130.08 0	48 43 28.0 91 36 38.0	6.000 100	43.5 528	38.5 Ontfm-003	58.44	45.74
06+2C Superior	KBJRTV	LI WI	_HY	153.5 334.4	208.47 BLCT20000517AEX	46 47 21.0 92 06 51.0	100.000 302	604	92.2 Kbjr License, Inc.	128.1R	80.4M
205A Atikokan	LRRP-228«	LR ON	_HN	74.6 255.9	131.28	48 46 23.0 91 36 38.0	6.000 100	3.0 528	42.9 Lrrp-228	99.99	85.45
205A Atikokan	ATI KOKAN«	AL ON	_HN	76.9 258.2	130.08 0	48 43 28.0 91 36 38.0	6.000 100	2.7 528	38.5 Atikokan 46	99.19	88.68
201A Cathills	RCRFM-268«	AL MB	_HN	290.9 109.1	187.01 0	49 02 50.0 95 43 29.0	6.000 100	45.0 436	39.8 Rcrfm-268	113.05	100.07

Terrain database is NGDC 30 SEC

ERP and HAAT are on direct line to and from reference station.

Ant Column: (D= DA Standard, Z= DA 73.215, N= Not DA 73.215, _= Omni), Polarization (C,H,V,E), Beamtilt(Y,N,X)

"*"affixed to 'IN' or 'OUT' values = site inside protected contour.

"«" = Station meets FCC minimum distance spacing for its class.

Reference station has protected zone issue: Canada

HOW TO READ THE FM COMPUTER PRINT-OUT

The computer printout should be self-explanatory for the most part. The parameters of the station being checked, (reference station) are printed in the heading. The 60 dBu protected contour is predicted from the Commission's F(50-50) table, while the 40, 54, 80 and 100 dBu contours are interference contours derived from the Commission's F(50-10) table. Contour distances are in kilometers and are predicted using spline interpolation from data points identical to those published in Report No. RS 76-01 by Gary C. Kalagian. Critical contour distances are determined using the Commission's TVFMINT FORTRAN subroutine. When interference contour distances are less than 16 kilometers the F(50-50) tables are used. If signal contour distances are less than 1.6 km the free-space equation is used.

The column listed "*** IN ***" is the sum of the reference station's 60 dBu protected contour and the data file station's interference contour subtracted from the distance between the stations. (All distances are derived by the method detailed in Sec. 73.208 of the Rules and Regulations as amended in Docket 80-90.) Therefore, the column is a measure of incoming interference. Negative distances in this column indicate the presence of interference. Listed antenna heights are the average heights of eight standard radials as found in the Commission's records unless otherwise noted, in which case the specific antenna heights and the DA power, if applicable, along the straight line azimuths between the reference station and the database station are used and visa versa. The column labeled "*** OUT ***" shows the distance in kilometers of overlap or clearance between the reference station's interference contour and the database station's protected contour. Negative distance figures in this column indicate outgoing overlap interference.

Under the "AZIMUTH" column, the first row of numbers indicate the bearings from True North of the data base stations in relationship with the reference station, while the numbers in the second row indicate the reverse bearings from the database station to the reference station.

The columns labeled "INT" and "PRO" hold the distance in kilometers of the appropriate interference contour and the protected contour of a data base station.

For I.F. relationships the "IN" and "OUT" columns change their significance. The letter "R" stands for the minimum **required** distance in kilometers, while the letter "M" in the next column follows the **available clear space** separation in kilometers. Minimum separation distances when displayed are taken from Sec 73.207 of the rules as amended. Canadian and Mexican separation distances, U/D ratios and protected contour values are from the US/Mexican Working Agreement and the US/Canada Working Agreement".

The first three letters of the "TYPE" column identify the current FCC status of the stations. The fourth letter will be a "D" if the facility is directional. "Z" indicates a 73.215 directional. An "N" indicates it is a 73.215 station that operates omni. The fifth letter will be an E, H or V depending on the type of antenna polarization. The sixth letter will be a "Y" if the antenna uses beam tilt or an "X" if the commission is not sure, otherwise it will be an "N".

By: Electronic Transmission

September 17, 2007

Ms. Mitzi Gramling
Minnesota Public Radio
480 Cedar Street
St. Paul, MN 55101

Re: Proposal for Environmental Services
FM Broadcast Tower
International Falls, MN

Dear Ms. Gramling:

Dynamic Environmental Associates, Inc. (DEA) is pleased to submit this proposal to provide professional environmental services to be conducted for a proposed tower Site located in International Falls, Minnesota the exact location of which shall be determined in the future.

It is our understanding that you are requesting that, once the FCC grants authorization, DEA perform a NEPA Assessment (including Section 106 Review) for the above Site. The scope of services for the NEPA Assessment is based on the guidelines set forth by the National Center on Environmental Quality (CEQ), the National Environmental Policy Act (NEPA), 47 CFR and the Nationwide Programmatic Agreement, effective on March 7, 2005.

SCOPE OF SERVICES:

A. FCC-NEPA Assessment:

To comply with the NEPA requirements set forth for FCC regulated facilities (47 CFR) we will conduct the following activities:

1. Environmental Features Research

Using available data, DEA will assess the following issues:

- a. Is the proposed facility located in an officially designated wilderness area?
- b. Is the proposed facility located in an officially designated wildlife preserve?
- c. Is the proposed facility located in a flood plain?
- d. Will construction of the proposed facility involve significant change in surface features (i.e.: wetlands, deforestation or water diversion)?

2. Informal Biological Assessment

We will conduct an informal biological assessment (IBA) of the proposed tower Site for the purpose of assessing whether the proposed facility will likely affect threatened or endangered species or designated critical habitats. The IBA will consist of a Site Reconnaissance, research

of available documentation, and an assessment of the collected data. If deemed necessary by DEA and upon authorization from you, we will consult with the U.S. Fish & Wildlife Service.

3. Section 106 Review:

DEA will conduct a Section 106 Review for the Site, in accordance with the requirements stipulated by the Nationwide Programmatic Agreement (NPA), effective on March 7, 2005, and prepare a "Submission Packet" for submission to the State Historic Preservation Office (SHPO). The Section 106 Review will include a review and assessment of resources recorded by the SHPO or listed on the National Register of Historic Places, that are located within the visual Area of Potential Effect. This will include a physical review of records maintained and available at the SHPO office in St. Paul, MN.

The Section 106 Review will also include an assessment of Direct Effects within the tower footprint area, including limited shovel tests and onsite inspection work. Under the provisions of this NPA, an archaeological assessment (above and beyond the initial assessment for Direct Effects) and/or architectural assessment may be required from time to time. This task item, if necessary, would be conducted as an item of extra work and would be quoted on a case-by-case basis. All additional archaeological and architectural assessment related work would be conducted by persons who meet the Secretary of the Interior's established Qualification Standards as required by the NPA.

Further, it is noted that Local Governmental and Public Participation is required under the new NPA. The Section 106 Review fees include issuing Invitation to Comment letters to appropriate local governments and historical societies. In addition, we will publish a Public Notice in a newspaper of record inviting comment from the general public.

4. Native American Tribal Consultation:

As required by the NPA, we will initiate consultation with appropriate Native American Tribes via the FCC Tower Construction Notification System (TCNS) and communicate with the notified Tribes for the purpose of obtaining their comments, if any, and concurrence with the proposed project. The fee quoted for this work includes initial contact and follow-up during the initial 30 day comment period; written follow up after 30 days; and, if necessary, referral to the FCC for resolution. Additional consultation or assessment, that may be required if requested by any applicable Tribe, would be conducted on an hourly rate basis.

5. Tower Lighting and RF Radiation

As part of the NEPA assessment, an evaluation will be included as to whether the towers; are located in a residential neighborhood and required to be equipped with high intensity white lights; and could the facility potentially cause exposure of workers or the general public to levels of radio frequency radiation in excess of the standards set by ANSI/IEEE.

We will rely on you to provide this information. We will assume that the proposed towers will not produce RF radiation in excess of the standards, unless we are informed, in writing, to the contrary.

6. Project Coordination

If any negative issues are discovered, related to the above NEPA items, we will notify you and request direction from you, prior to contacting any governmental agency.

7. NEPA Assessment Report

Upon completion of the above activities and upon receipt of appropriate regulatory correspondence, we will prepare a report of our findings. The report will include a completed NEPA checklist, copies of all correspondence, and supporting documentation.

The report will be submitted to you in electronic (Acrobat) format. The recommendations made in the report will include a determination of No Further Action or the need for the preparation of an Environmental Assessment, if necessary.

COSTS:

At such time as the project receives authorization to proceed, we will submit to you a Not-to-Exceed budget and obtain your authorization, prior to proceeding with any work.

UNDERSTANDINGS AND TERMS & CONDITIONS:

1. Please refer to the Standard Terms and Conditions attached to and a part of this proposal.
2. At the commencement of the project we request that you provide DEA with a completed Site Information Form, other Site specific information, including sketches, surveys, plans or other information necessary for DEA to complete our work. We require, at a minimum, an accurate drawing of the tower location, including the proposed location of the guy-anchors.
3. By executing this agreement, you authorize DEA to submit the Section 106 "Submission Packet" to the State Historic Preservation Officer (SHPO), invitations to comment to Native American Tribes via the FCC Tower Construction Notification System (TCNS), and the IBA to the U.S. Fish & Wildlife Service. However, DEA will notify you prior to issuing the Section 106 "Submission Packet" if the findings indicate the potential for a finding of Adverse Effect by the SHPO.
4. If the terms of this agreement are acceptable to you, please sign in the space indicated below and return one signed copy to us. With your signature below, this proposal shall become our Agreement for the services described.

We trust that the information provided is suitable for your needs. Should you wish to discuss this proposal, please do not hesitate to call.

Very truly yours,
**Dynamic Environmental
Associates, Inc.**



David A. Jermakian, CHMM
President

Accepted personally and for Minnesota Public Radio:

Signature

Date

Name and Title

STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF ENVIRONMENTAL SERVICES

1. GENERAL.

a. As used in this and any related contract document, "DEA," "Consultant", "we," or "us" means Dynamic Environmental Associates, Inc. and its officers, employees, and agents. "You", "Client", or "Owner" means the party or parties contracting with DEA. "agreement" means these "Standard Terms and Conditions" and the accompanying proposal ("Proposal"). "Site" means any and all of the sites as to which DEA is to perform services under this Agreement. "Contractor" means every third party contracting with you to perform services of work or to furnish materials at the Site.

b. DEA shall perform services in accordance with the Agreement. Services may be performed in any order as DEA may decide, and not necessarily in the order in which services are described in the Agreement.

c. DEA shall not be obligated to perform any task beyond the scope of services ("Services") set forth in the Agreement. If additional services are undertaken at your request, including but not limited to updating or revising plans undertaken as part of the Services, or if litigation services or expert or other witness testimony is provided in any court, administrative, or arbitral proceeding (unless expressly contemplated as part of the Services), you will pay for it at DEA's hourly rate schedule, as it may be adjusted from time to time.

d. If included in the Services, DEA will assist you in applying for permits, certificates, or other official approvals for the Project but will not be responsible for obtaining them and does not guarantee that they will be granted.

e. The possibility that DEA's opinion may be different from your expectations will not be a basis for your withholding any portion of DEA's compensation or for asserting any claim against DEA. You acknowledge that DEA's staff includes professionals who are obligated by law and/or accepted ethical standards to apply their professional judgement, and that such judgment will not necessarily coincide with maximizing your financial return.

f. DEA may render opinions but will not render a legal opinion and will not be liable for its good faith interpretation of laws, statutes, ordinances, or regulations.

2. STANDARD OF CARE.

Services shall be performed in accordance with generally accepted professional practice at the time and place services are rendered.

3. PAYMENT.

a. DEA shall ordinarily render invoices to you monthly; payment is due upon receipt of the invoice. DEA will not release reports, drawings, specifications, or other work product until all outstanding invoices have been paid in full. DEA's compensation is not contingent upon your success in your project, on your ability to obtain financing or any government approval, or on any other condition not set forth in the Agreement.

b. If payment in full of all amounts due is not received within 30 days, your account will be deemed delinquent from the date of billing, and you will pay interest of 1.5% per month on delinquent amounts, with a \$15.00 monthly minimum to cover the expense of administering your account. If your account is placed in the hands of an attorney or collection agent, whether or not legal action is filed, you will pay DEA, in addition to all other sums due, reasonable attorneys' fees and all costs of collection including but not limited to costs of depositions (whether utilized in court or not), filing fees, and expert witness fees. If your account is delinquent, we may stop providing Services immediately or at any later time, and any obligation we may have hereunder shall be void.

4. SITE; OWNER'S RESPONSIBILITIES.

a. Upon execution of this Agreement, you will provide DEA with a legal description of the Site and the full name of its current owner, if known to you. Promptly thereafter you will provide DEA with all relevant information, insofar as you have any, that relates to the Site or its present or former uses, including but not limited to:

- i. Boundary lines and existing site plans;

- ii. Historical information as to prior owners and occupiers of the site and their activities, including information in the relevant land records;

- iii. Location of utilities, underground tanks, and other structures, and all available plans of the site;

- iv. The name, quantity, location, and date of release of hazardous substances known or believed to have been released at or near the site;

- v. Any other information reasonably requested by DEA. DEA may rely on surveys and other documents provided by the owner and prepared by other licensed professionals.

b. You will arrange for DEA, its agents and representatives, to have safe access to the Site and buildings thereon as required at reasonable times throughout performance of the Services. If you are not the owner of the site, DEA may require satisfactory written assurances from the owner of the Site as to access and permission to perform the Services.

c. Where the Services include subsurface explorations, the Owner acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or other property at the Site and accepts that risk. Provided DEA uses reasonable care, DEA shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to DEA's attention in writing before exploration begins.

5. LABORATORIES, SUBCONSULTANTS, AND OTHER THIRD PARTIES.

If so requested or agreed by the Owner, DEA will recommend the Owner's engaging the services of laboratories, subconsultants, or other third-parties to perform suitable aspects of the Services. Invoices of such third-parties will be reviewed by DEA, and DEA will make recommendations to the Owner regarding payment. Payment to these third-parties will be made directly by the Owner. DEA will recommend the use of such third-parties with reasonable care but does not guarantee their services and will not be liable for their errors or omissions.

6. TERMINATION.

a. Either party may terminate the agreement for cause. You may terminate the Agreement for convenience, but if you do so, you must pay for all Services performed and related expenses through the business day on which written notice of termination is received, plus any amount reasonable expended beyond that date to stop the Services in a prompt, safe, and professional manner.

b. If you or any affiliated party, or any party that shares a direct or indirect interest with you in the Services or the Project or the land thereunder, is in default under this or any other agreement with DEA, we may stop Services and/or terminate this Agreement and any or all such other agreements.

7. RISK ALLOCATION PROVISIONS.

a. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless DEA and its subconsultants and consultants from and against all claims, damages, losses, and expenses (collectively "Claims"), whether direct, indirect, or consequential, including but not limited to reasonable attorneys' fees and court and arbitration costs, arising out of or relating to the Services, this Agreement, or work or services performed at or in regard to the Site, including but not limited to any Claim against DEA arising from (i) the acts, omissions, or work of the Owner or others, or (ii) the acts or Services of DEA; provided, however, that this subparagraph shall not apply to Claims which are finally determined to result from a breach by DEA of this Agreement or from DEA's sole negligence. Without limiting the generality of the foregoing, the indemnification applies to all Claims against DEA which arise out of, are related to, or are based

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upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material irritant, contaminant, or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface (i) soil, (ii) water or watercourses, (iii) objects, or (iv) any tangible or intangible matter, whether sudden or not.

b. DEA's total liability to the Owner for all Claims arising out of or relating to this Agreement or from its performance or nonperformance from any cause or causes, including but not limited to DEA's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount actually paid by you to us under the Agreement. A claim for such sum shall be your exclusive remedy under this Agreement.

c. DEA shall not be liable to you or to any Contractor for any special, indirect, or consequential damages, however caused or alleged to be caused.

d. You will not assert a claim for punitive or exemplary damages against DEA.

e. You will make no Claim, directly or as a third-party Claim, against DEA unless you shall have first provided DEA with a written certification executed and notarized by an independent professional licensed in the State of Florida, specifying every act or omission which the certifier contends is a violation of the standard of care expected of DEA at the time and place, and under similar circumstances, where the work was performed or to be performed. The certificate shall be provided to DEA at least thirty (30) days before the presentation of any such Claim or the commencement of any judicial or arbitral proceeding.

8. HAZARDOUS SUBSTANCES

Except as specifically provided in the Services, DEA shall have no obligation to uncover or disclose or provide any services relating to hazardous substances, known or unknowns, that may be on the Site. DEA is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous substances or toxic substances. You will be responsible for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances found or identified at the Site or in connection with the Services.

9. SUBSURFACE RISKS.

The Owner recognizes that special risks occur whenever environmental or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological and geotechnical conditions that DEA properly inferred to exist actually exist. The passage of time also must be considered, and the Owner recognizes that, due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. The Owner realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them to a level that may be tolerable to the Owner. DEA is available to explain these risks and risk reduction methods to the Owner but, in any event, the Services included in this Agreement are those which the Owner agreed to or selected in light of his or her own risk preferences and other considerations.

10. OWNERSHIP AND REUSE OF DOCUMENTS.

All documents including Drawings or Specifications prepared or furnished by DEA pursuant to this Agreement are instruments of service in respect to the Project, and DEA shall retain an ownership and property interest therein whether or not the Project is started or completed. The Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Owner and others' however, such documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on

any other project. Any use for a purpose not intended by DEA and any reuse without written verification or adaptation by DEA for the specific purpose intended will be at the Owner's sole risk and without liability to DEA, and the Owner shall indemnify and hold harmless DEA from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle DEA to further compensation at DEA's hourly rate schedule as it may be adjusted from time to time.

11. BINDING; WAIVER.

The Agreement is binding upon and shall operate to the benefit of you, DEA, and our respective representatives, successors, and assigns. No failure to enforce any part of the Agreement shall operate as a waiver or render any part of the Agreement invalid or impair the right to enforce that or any part of the Agreement in the future.

12. GOVERNING LAW; FORUM.

This Agreement and the relationship of the parties shall be constructed in accordance with the laws of the State of Florida. Subject to any arbitration agreement they may have, the parties agree to the exclusive jurisdiction of the state and federal courts in Florida with respect to disputes arising between them.

13. INDEPENDENT CONTRACTOR.

In performing the Services, DEA is an independent contractor and not an employee, agent, partner, or joint venturer of the Owner.

14. NONDISCRIMINATION.

To the extent that would be required if this Agreement were a contract involving the Government of the United States, you and DEA will comply with the provisions of Executive Order No. 11246 of September 25, 1965, and all other orders, regulations, and laws governing nondiscrimination in employment.

15. MODIFICATIONS; PRECEDENCE; ENTIRE AGREEMENT.

These terms and conditions may be modified only in writing signed by an officer of DEA. Otherwise these terms and conditions shall take precedence over all inconsistent or contradictory provisions or representations, oral or written, including the Proposal. This Agreement is the entire exclusive understanding of the parties and supersedes all prior representations, oral or written, and may be modified only in writing by you and by an officer of DEA.

16. SEVERABILITY.

If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform or re-execute this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

17. SURVIVAL.

This Agreement shall survive the completion or temporary suspension of the Services and the termination of this Agreement for any reason.