



Federal Communications Commission
Washington, D.C. 20554

September 24, 2014

In Reply Refer to:
1800B3-HOD

Russell C. Powell, Esq.
Taylor & Powell, PLLC
888 16th Street, NW, Suite 800
Washington, DC 20006

Rick Keefer, General Manager
Zia Broadcasting
2112 N. Thornton Street
Clovis, NM 88101

In re: **KICA-FM, Farwell, TX**
Facility ID No. 61578
BRH-20130328ATP
BALH-20130509ABV

KKYC(FM), Clovis, NM
Facility ID No. 33402
BRH-20130530AOV
BALH-20130402ACH

KICA(AM), Clovis, NM
Facility ID No. 61577
BR-20130530AOT
BAL-20130402ACI

Informal Objection

Dear Sirs:

We have before us the referenced applications (“Assignment Applications”) seeking approval for the proposed assignment of the licenses of Station KICA-FM, Farwell, Texas, and Stations KKYC(FM) and KICA(AM), Clovis, New Mexico (collectively, “Stations”), from Tallgrass Broadcasting, LLC (“Tallgrass”), to Tejas Broadcasting Ltd, LLP (“Tejas”) (collectively, “Applicants”). We also have before us applications (“Renewal Applications”) to renew the licenses of the Stations. Finally, we have before us a pleading captioned “Petition to Deny License Renewal and Transfer of Ownership of Tallgrass Broadcasting” (“Objection”) filed by Zia Broadcasting Company (“Zia”) on April 30, 2013.¹ For the reasons discussed below, we dismiss Zia’s pleading as a petition to deny, deny the pleading as an informal objection and grant the Assignment and Renewal Applications.

Background. Tallgrass entered court-ordered receivership in April 2010 after defaulting on a loan. We approved the transfer of control of Tallgrass to a court-appointed receiver on June 2, 2010.²

¹ Tallgrass filed an Opposition (“Opposition”) on June 4, 2013. Zia filed a Reply on July 8, 2013.

² See File No. BTC-20100519ACG; *Broadcast Actions*, Report No. 47251, Public Notice (MB rel. June 7, 2010). We subsequently approved the transfer of control of Tallgrass to a substitute receiver. See File No. BTC-20120727ACH; *Broadcast Actions*, Report No. 47812, Public Notice (MB rel. Aug. 29, 2012).

Subsequently, on May 1, 2012, Tallgrass took all of the Stations off the air citing the “financial difficulties that led to the transfer of control of [Tallgrass] to a court-appointed receiver.”³ Tallgrass noted that the Stations were “being actively marketed for sale” and that it “hoped that a purchaser will be able to resume broadcasting as quickly as possible.” Tallgrass sought special temporary authority for the Stations to remain silent for financial reasons, which we granted.⁴ Tallgrass returned the Stations to the air prior to May 1, 2013.⁵

Tallgrass filed a renewal application for KICA-FM on March 29, 2013. Subsequently, on April 2, 2013, Tallgrass – together with Tejas – filed applications to assign the licenses of KKYC(FM) and KICA(AM). They then filed an application to assign the license of KICA-FM on May 9, 2013. Tallgrass timely filed renewal applications for KKYC(FM) and KICA(AM) on May 30, 2013.

Zia filed the Objection on April 30, 2013. Despite the fact that Zia filed the Objection prior to the filing of the KICA-FM assignment application and prior to the filing of the renewal applications for KKYC(FM) and KICA(AM), Zia objects to renewal of all of the Stations’ licenses and opposes sale of any of the Stations to Tejas. Zia alleges violations of the Commission’s public inspection file and emergency alert system (“EAS”) rules, raises private contractual disputes, and asserts that Tallgrass made misrepresentations to the Commission. Zia further asserts that, since returning to the air in late April or early May, the Stations’ operations “have been very irregular, with the stations going on and off the air, being below required power, and unable to cover their city of license.”⁶ Finally, Zia appears to allege that Tejas began operating the Stations prior to the commencement of the Local Marketing Agreement (“LMA”) it entered into with Tallgrass.

Discussion. Procedural Issue. Tallgrass asserts that the Objection – which Zia entitled a petition to deny – is procedurally defective.⁷ We agree. Zia failed to serve the Objection on the Applicants and failed to provide an affidavit to support the allegations made in the Objection, as required by Section 309(d)(1) of the Communications Act of 1934, as amended (“Act”).⁸ The Commission cannot

³ See File Nos. BLSTA-20120430ABX and BLESTA-20121113AEX (KICA-FM), BLSTA-20120430ACB and BLESTA-20121219ABI (KKYC(FM)), BLSTA-20120430ABW and BLESTA-20121113AEU (KICA(AM)).

⁴ See Letters from Lisa Scanlan, Assistant Chief, Audio Division, Media Bureau, to Russell C. Powell, Esq, Counsel for Tallgrass Broadcasting, LLC (dated June 12, July 9, and Dec. 27, 2012, and Feb. 20, 2013).

⁵ Notices of Resumption of Operation (dated April 26 and 29, 2013). KICA-FM and KICA(AM) resumed operation at their licensed parameters. KKYC(FM) resumed operations at reduced power. See File Nos. BSTA-20130425ADX and BESTA-20131017APL; Letters from Dale Bickel, Senior Engineer, Audio Division, Media Bureau, to Russell C. Powell, Esq., Counsel for Tallgrass Broadcasting, LLC (dated April 29, and November 26, 2013).

⁶ Objection at 2.

⁷ Opposition at 1-2.

⁸ 47 U.S.C. § 309(d)(1) (requiring that a petition to deny be served on the applicant, and “contain specific allegations of fact sufficient to show ... that a grant of the application would be prima facie inconsistent with” the standards for grant of the application at issue and requiring that such allegations, except for those of which official notice may be taken “be supported by affidavit of a person or persons with personal knowledge thereof”). While the Objection includes statements intended to support various allegations made by Zia, these statements are unsigned and unverified. Moreover, Section 1.52 of the Commission’s Rules specifically requires a petitioner who is not represented by an attorney, like Zia, to “submit a declaration made before a duly authorized officer, e.g. a notary public, stating that the contents of the petition are true.” *San Francisco Unified School District*, Hearing Designation Order and Notice of Apparent Liability for Forfeiture, 19 FCC Rcd 13326, 13328 n. 13. (2004). See also *Harrea Broadcasters, Inc.*, Memorandum Opinion and Order, 52 F.C.C.2d 998, 1001 ¶ 12 (1975) (“Verification is a declaration, made before any officer authorized by law to administer oaths (e.g., a notary public), that the contents of the petition are true.”).

waive these statutory requirements.⁹ Accordingly, for these reasons, we dismiss the Objection as a petition to deny. We will, however, treat it as an informal objection pursuant to Section 73.3587 of the Commission's rules ("Rules").¹⁰

Substantive Issues. Section 310(d) of the Act governs our evaluation of the Assignment Applications and requires us to make a determination whether the proposed assignment of the Stations' licenses to Tejas would be in the public interest.¹¹ Like petitions to deny, informal objections to assignment applications must provide properly supported allegations of fact that, if true, would establish a substantial and material question of fact calling for further inquiry regarding whether grant of the applications would be *prima facie* inconsistent with Section 309(a) of the Act.¹² Section 309(a) provides that we are to grant an application if, upon consideration of the application and pleadings and other such matters of which we may officially take notice, we find that the public interest, convenience, and necessity will be served by the granting of such application. If, however, the applicant fails to meet that standard, the Commission may deny the application after notice and opportunity for a hearing under Section 309(e) of the Act.

Section 309(k) of the Act governs our consideration of the Renewal Applications. It provides that we are to grant the renewal application if, upon consideration of the application and pleadings, we find that (1) the station has served the public interest, convenience, and necessity; (2) there have been no serious violations of the Act or the Rules; and (3) there have been no other violations that, taken together, constitute a pattern of abuse.¹³ If, however, the licensee fails to meet that standard, the Commission may deny the application, after notice and opportunity for a hearing under Section 309(d) of the Act, or grant the application "on terms and conditions that are appropriate, including a renewal for a term less than the maximum otherwise permitted."¹⁴ Like petitions to deny, informal objections to renewal applications must provide properly supported allegations of fact that, if true, would establish a substantial and material question of fact calling for further inquiry regarding whether grant of the renewal applications would be *prima facie* inconsistent with Section 309(k) of the Act.¹⁵

Automatic Expiration of Licenses. Section 312(g) of the Act provides that, "[i]f a broadcasting station fails to transmit broadcast signals for any consecutive 12-month period, then the station license granted for the operation of that broadcast station expires at the end of that period, notwithstanding any provision, term, or condition of the license to the contrary."¹⁶ As noted above, Tallgrass took the Stations off the air on May 1, 2012. Tallgrass filed notices indicating that the Stations had resumed operation between April 26 and April 29, 2013. Zia, however, appears to assert that the Stations did not resume operations and thus that the Stations' licenses automatically expired and cannot be assigned or renewed.

⁹ *Finer Living, Inc.*, Memorandum Opinion and Order, 5 FCC 2d 984, 987 ¶ 12 (1966).

¹⁰ 47 C.F.R. § 73.3587.

¹¹ 47 U.S.C. § 310(d).

¹² 47 U.S.C. § 309(a). *See, e.g., WWOR-TV, Inc.*, Memorandum Opinion and Order, 6 FCC Rcd 193, 197 n.10 (1990), *aff'd sub nom. Garden State Broadcasting L.P. v. FCC*, 996 F.2d 386 (D.C. Cir. 1993), *rehearing denied* (Sept. 10, 1993); *Area Christian Television, Inc.*, Memorandum Opinion and Order, 60 RR 2d 862, 864 ¶ 6 (1986) (informal objections, like petitions to deny, must contain adequate and specific factual allegations sufficient to warrant the relief requested).

¹³ 47 U.S.C. § 309(k)(1).

¹⁴ 47 U.S.C. §§ 309(k)(2), 309(k)(3).

¹⁵ 47 U.S.C. § 309(k). *See supra* note 12.

¹⁶ 47 U.S.C. § 312(g).

Specifically, Zia alleges that, since April 18, 2013, the Stations have had “intermittent operations.”¹⁷ Tallgrass disputes this, noting that it certified the Stations had resumed operation in the notices of resumption of operation it submitted to the Commission. We conclude that the Stations resumed operation between April 26 and April 29, 2013. Tallgrass has certified that they did and Zia has offered no evidence to support its claims that the Stations did not do so.

In terms of Zia’s assertion that the stations have been operating at reduced power, Zia has submitted no evidence in support of this claim. Moreover, we note that Tallgrass sought and received special temporary authority to operate KKYC(FM) at reduced power. Thus, this is not a case of a licensee contending that unauthorized transmissions are sufficient to avoid the consequences of Section 312(g).¹⁸ Moreover, we reject the suggestion that, to avoid those consequences, a station resuming operation must provide service to the entirety of its community of license. The automatic expiration provision of Section 312(g) of the Act is triggered by a failure “to transmit broadcast signals for any consecutive 12-month period.”¹⁹ Section 153(6) of the Act defines broadcasting as the “dissemination of radio communications intended to be received by the public.”²⁰ Neither section refers to a specific geographic area that must receive a station’s signal. So long as a station’s signal reaches the general public, it avoids automatic expiration of its license.

Coverage of Community of License. As discussed, Zia alleges that the Stations are not providing service to their communities of license. Unlike in the Section 312(g) context, the failure of a station to provide service to its community of license is relevant to our renewal analysis.²¹ Thus, we have evaluated whether each of the Stations provided service to their communities of license during their most recent license terms. We have determined that, except for a period of silence from May 1, 2012, to April 29, 2013, KKYC(FM) provided service to its community of license at all times during its most recent license term. We have reached similar conclusions regarding KICA(AM) and KICA-FM, which were silent from May 1, 2012, until April 26, 2013. While we would prefer that licensees serve their communities at all times, we recognize that this is not always possible. We find that the periods of time during which the Stations failed to serve their communities are not so significant as to justify designation of the Renewal Applications for hearing or a short-term renewal. We caution Applicants that we expect KKYC(FM) to return to full power operations once the proposed license assignments to Tejas are consummated.

Public Inspection Files. Zia asserts that the public inspection files for the Stations are located “some 350 miles away” in Oklahoma City, Oklahoma.²² Zia includes copies of the public announcements

¹⁷ Opposition at 5.

¹⁸ Cf. *A-O Broadcasting Corp.*, Memorandum Opinion and Order, 23 FCC Rcd 603, 608 ¶ 10 (2008) (rejecting contention that unauthorized transmissions can be used to avoid automatic license expiration); *Eagle Broadcasting Group, Ltd.*, Memorandum Opinion and Order, 23 FCC Rcd 588, 591 ¶ 7 (2008) (same).

¹⁹ 47 U.S.C. § 312(g).

²⁰ 47 U.S.C. § 153(6).

²¹ *WBBK Broadcasting, Inc.*, Memorandum Opinion and Order, 15 FCC Rcd 5906, 5907 ¶ 5 (2000) (“an alleged failure actually to serve the community of license is more appropriately addressed in the context of a license renewal challenge”), citing *Suburban Community*, 93 FCC 2d at 456 ¶ 38.

²² In discussing these alleged public inspection file violations in its Reply, Zia also alleges that Tallgrass has violated the Commission’s rules regarding maintenance and staffing of main studios. Reply at 3. See also 47 C.F.R. § 73.1125(a). Because Zia makes this argument for the first time in its Reply, we do not consider it herein. See 47 C.F.R. § 1.45(c) (specifying that arguments in replies are limited to matters raised in an opposition).

that Tallgrass published in local newspapers regarding the renewal applications for the Stations.²³ Zia submits a statement from Bob Coker (“Coker”), a Zia employee. Coker states that, on April 22, 2013, he sought access to the Stations’ public inspection files, at the location specified in the public announcements for KKYC(FM) and KICA(AM). According to Coker, he was informed that the files were not at that location. Coker gave the individual with whom he spoke a list of all documents required to be in the Stations’ public inspection files and asked that she send him copies of them. Coker asserts that, as of April 26, 2013, he had not received any documents.

In response, Tallgrass states that it initially placed the public inspection files for the Stations in the Stations’ studios on April 29, 2013, and that it has maintained the files at this location “ever since.”²⁴ Tallgrass further asserts that it hand-delivered copies of the public file materials to Coker. Tallgrass notes that Coker’s failed attempt to view the public inspection files occurred several days before the first of the Stations returned to the air and before the Station’s main studios had reopened. Finally, Tallgrass argues that no rule or policy requires a silent station to maintain a public file. Tallgrass notes that this would be a “practical impossibility” for stations that are silent for financial reasons.

Stations that are licensed but silent must maintain public inspection files.²⁵ Tallgrass appears to have violated the Commission’s public inspection file rule during the period the Stations were silent. However, we find that Zia was not injured by the violations because, as Tallgrass certified, it provided copies of all requested materials to Coker within a week of his request. Moreover, as Tallgrass notes,²⁶ public file violations, on their own, do not establish grounds for denial of an application unless intentional misconduct is evident. Zia has not alleged any such misconduct. Accordingly, we admonish Tallgrass for its failure to maintain the Stations’ public inspection files while the Stations were silent but decline to take further action in relation to this failure.

Unauthorized Transfer of Control. Tallgrass and Tejas entered into a Local Marketing Agreement that covers the Stations. The LMA commenced on April 20, 2013.²⁷ Zia asserts that no Tallgrass management was present to oversee the Stations’ resumption of operations, which Zia alleges occurred on April 18, 2013. Zia alleges that only a Tejas engineer was present. Zia appears to claim that Tejas prematurely became involved in the Stations’ operations and also that Tallgrass was not adequately overseeing Tejas’ operation of the Stations. Zia, however, has not substantiated its allegations.²⁸

²³ Objection at Exhs. A and B. Zia also alleges that Tallgrass failed to air the on air announcements regarding its renewal applications in violation of Section 73.3580 of the Rules. Reply at 3. Zia does not offer any evidence to support this allegation. Accordingly, we do not consider it further.

²⁴ Opposition at 4.

²⁵ See 47 C.F.R. § 73.3526. See also *Southern Broadcasting Companies, Inc.*, Letter, 8 FCC Rcd 5051 (MMB 1993) (finding licensee had violated Section 73.3526 because only a portion of station’s public file was available during time that station was dark).

²⁶ Opposition at 4, citing *Michael Lazarus, Esq.*, Letter, 26 FCC Rcd 5966, 5970 (MB 2011).

²⁷ See File No. BALH-20130402ACH, Attach. 5, and File No. BALH-20130509ABV, Attach. 5.

²⁸ Zia does make more specific allegations in its Reply. Reply at 2. However, these relate to statements allegedly made by another individual to Coker, Rick Keefer (the General Manager of Zia), and Steve Rooney (the owner of Rooney Moon Broadcasting, Inc., the licensee of two FM stations in Clovis, New Mexico). Zia’s recounting of these statements amounts to unpersuasive hearsay. While hearsay that is relevant and material is admissible, the weight to be accorded it depends on its truthfulness, reasonableness, and credibility. See, e.g., *Johnson v. United States*, 628 F.2d 187, 190-191 (D.C. Cir. 1980). A prime indicium of probity is whether the person giving an account of statements made by another is a disinterested witness. *Id.* at 191. Here, we can accord little weight to Zia’s statements, because Zia and its employees are clearly interested parties as is Steve Rooney. In any event, we note that Zia failed even to provide declarations made under penalty of perjury to support its hearsay allegations.

Moreover, Tallgrass filed signed notices that the Stations had resumed operations that indicate that the Stations did not resume operations until at least a week after April 18, 2013. Accordingly, we find that Zia has not raised a substantial and material question of fact concerning an unauthorized transfer of control of the Stations.

EAS. Zia asserts that Tallgrass had no operable EAS system when the Stations went dark.²⁹ Zia submits an email from a former Tallgrass employee, Chris Russell (“Russell”).³⁰ Russell indicates that a roof leak in “early winter of 2010” rendered inoperable the EAS equipment for KICA(AM), KICA-FM and KKYC-FM. In response, Tallgrass states that its court-appointed receiver “is not in a position to have direct knowledge” of the condition and operation of the EAS equipment prior to the Stations going off the air.³¹ Tallgrass asserts that Zia’s allegations regarding the Stations’ compliance with the EAS rules prior to a court-appointed receiver assuming control of them “should not affect the outcome of pending applications made by him.”³² It is well established that the Commission has generally shielded receivers from liability for the prior owner’s violations.³³ Accordingly, we will not propose a forfeiture against it for these alleged violations.

Zia also alleges that Tallgrass “likely” has no operable EAS system at this time.³⁴ According to Zia, KKYC(FM) and KICA(AM) failed to broadcast emergency alerts on May 6, May 25, May 28, June 3, and June 21, 2013.³⁵ Zia also alleges that KICA-FM failed to broadcast alerts during this same time frame.³⁶ Zia however does not offer any evidence to substantiate its claims. Accordingly, we find Zia has not raised a substantial and material question of fact concerning the Stations compliance with the EAS rules after their return to the air.

Public Affairs Programming. Zia asserts that the Stations “were not compliant in providing access to local groups, with little, if any, public affairs programming.”³⁷ Zia also criticizes the specific programming broadcast on KICA-FM and KKYC(FM), claiming these stations broadcast an extremely

²⁹ Objection at 2.

³⁰ Objection at Exh. C.

³¹ Opposition at 5.

³² *Id.*

³³ Generally speaking, an assignment of license but not a transfer of control can insulate a new owner from liability for the prior owner’s violations. *Hensley Broadcasting, Inc.*, Forfeiture Order, 24 FCC Rcd 115, 116 n. 8 (EB 2009), *citing WLDI, Inc.*, Order, 17 FCC Rcd 14750, 14753 n. 13 (EB 2002). However, where a transfer of control is related to a licensee entering receivership, holding the licensee liable for violations that occurred prior to the appointment of a receiver simply penalizes innocent creditors. *See, e.g., Arlie L. Davison and Associates, Inc.*, Memorandum Opinion and Order, 11 FCC Rcd 15382, 15386-87 ¶ 12 (1996) (finding violations but declining to impose a forfeiture because the violator no longer associated with station and imposition of forfeiture would only harm innocent creditors); *Diamond Broadcasting of California, Inc.*, Memorandum Opinion and Order, 11 FCC Rcd 7388, 7390 ¶ 6 (1996) (rescinding Notice of Apparent Liability where, after issuance of NAL, receiver had been appointed to control licensee’s affairs and grounding decision on fact that receiver removed violator from involvement in operation of stations and imposition of forfeiture would impact only innocent creditors). Accordingly, in this context, we believe it is appropriate not propose a forfeiture for such violations.

³⁴ Objection at 2.

³⁵ Reply at 4.

³⁶ *Id.*

³⁷ Objection at 2.

limited selection of songs.³⁸ Zia, however, provides no support for its allegations. Accordingly, we find that Zia has not raised a substantial and material question of fact concerning the public affairs programming broadcast by the Stations.

Private Contractual Disputes. Zia alleges that Tallgrass has violated its agreements with various private parties.³⁹ Zia offers statements from former Tallgrass employees to support its allegations along with what appears to be Zia's account of its conversation with another individual.⁴⁰ Tallgrass argues that Zia's assertions regarding employment claims and breaches of contract "are not merely unverified, but irrelevant." We agree. As Tallgrass points out, the Commission consistently has held that private disputes are beyond its regulatory jurisdiction and must be resolved in a local court of competent jurisdiction.⁴¹

Character Qualifications. Zia challenges Tallgrass' character qualifications based primarily on the allegations of private contractual disputes discussed above. In addition, Zia alleges that Tallgrass failed to pay certain state taxes. The Commission generally considers only certain *adjudicated*, non-FCC related misconduct.⁴² As Tallgrass notes, the claims raised by Zia have not been adjudicated. Accordingly, we will not consider them further.⁴³

Conclusion/Actions. Based on the evidence before us, we find no substantial and material questions of fact that warrant further inquiry. We conclude that the Applicants are fully qualified and that grant of the Assignment Applications will serve the public interest, convenience, and necessity. Further, we have evaluated the Renewal Applications pursuant to Section 309(k) of the Act, and we find that the Stations have served the public interest, convenience, and necessity during the most recent license term. Moreover, we find that there have been no serious violations of the Act or the Rules involving the

³⁸ Reply at 5.

³⁹ Objection at 2.

⁴⁰ Objection at Exhs. C and D.

⁴¹ See *John R. Kingsbury*, Memorandum Opinion and Order, 71 FCC 2d 1173, 1174 ¶ 4 (1979); citing *Transcontinent Television Corp.*, Memorandum Opinion and Order, 21 RR 945 (1961).

⁴² See *Policy Regarding Character Qualifications in Broadcast Licensing*, Report, Order, and Policy Statement, 102 FCC 2d 1179, 1204-08 ¶ 48-52 (1986) ("*Character Policy Statement*"), modified, Policy Statement and Order, 5 FCC Rcd 3252 (1990), recon. granted in part, Memorandum Opinion and Order, 6 FCC Rcd 3448 (1991), modified in part, Memorandum Opinion and Order, 7 FCC Rcd 6564 (1992). The Commission did create an exception to the general rule that non-Commission related misconduct must result in an adjudication before the Commission will consider it. In adopting the *Character Policy Statement*, the Commission acknowledged "that there may be circumstances in which an applicant has engaged in nonbroadcast misconduct so egregious as to shock the conscience and evoke almost universal disapprobation." In such cases, it indicated, the misconduct might, of its own nature, constitute *prima facie* evidence that the applicant lacks the traits of reliability and/or truthfulness necessary to be a licensee and might be a matter of Commission concern even prior to adjudication by another body. *Character Policy Statement*, 102 FCC 2d at 1205 n.60. We do not believe that the alleged unadjudicated misconduct herein fits within this exception to the adjudication requirement.

⁴³ We note that Zia also claims that Tallgrass misled the Commission in its requests for STA to remain silent. Zia asserts that the Commission cannot grant an STA to remain silent unless the silence is due to causes beyond the licensee's control and essentially argues that Tallgrass' financial circumstances were not beyond its control and thus Tallgrass must somehow have misled the Commission order to obtain STA for the Stations to remain silent. We disagree. Tallgrass clearly indicated in its requests for STA that it had taken the Stations off the air due to financial problems. See File Nos. BLSTA-20120430ABX and BLESTA-20121113AEX (KICA-FM), BLSTA-20120430ACB and BLESTA-20121219ABI (KKYC(FM)), BLSTA-20120430ABW and BLESTA-20121113AEU (KICA(AM)).

Stations which, taken together, would constitute a pattern of abuse. In light of the foregoing, we will grant the Renewal Applications and renew the Stations' licenses, and we will grant the Assignment Applications.

Accordingly, IT IS ORDERED that the Petition to Deny filed by Zia Broadcasting Company on April 30, 2013, IS DISMISSED, and, when treated as an informal objection, IS DENIED. IT IS FURTHER ORDERED that the applications to renew the licenses for station KICA-FM (BRH-20130329ATP), Farwell, Texas, and stations KKYC(FM) (BRH-20130530AOV) and KICA(AM) (BR-20130530AOT), Clovis, New Mexico, ARE GRANTED. IT IS FURTHER ORDERED, that the applications to assign the licenses for station KICA-FM (BALH-20130509ABV), Farwell, Texas, and stations KKYC(FM) (BALH-20130402ACH) and KICA(AM) (BAL-20130402ACI), Clovis, New Mexico, from Tallgrass Broadcasting, LLC, to Tejas Broadcasting Ltd, LLP, ARE GRANTED.

Sincerely,



Peter H. Doyle
Chief, Audio Division
Media Bureau