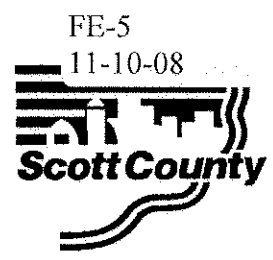


Facility and Support Services

600 West 4th Street
Davenport, Iowa 52801-1003
fss@scottcountyiaowa.com
(563) 326-8738 Voice (563) 328-3245 Fax



November 3, 2008

To: C. Ray Wierson
County Administrator

From: Dave Donovan, Director
Facility and Support Services

Subj: RACOM request for contract amendment – radio tower site

Attached is a request from RACOM for a revision to our agreement with them relating to the old county radio tower sites. As you may recall, our 2002 agreement with them transferred the towers to RACOM and gave them a 50 year lease on the tower land. That agreement requires that they notify us before they make any changes to the tower or on the tower land.

Approximately 12 months ago, we agreed to allow RACOM to replace the existing radio equipment building with a new one. A copy of that agreement is also attached. This latest amendment request is to modify the previous agreement and allow for two separate buildings rather than one shared one. The site diagrams shows a new building with the removal of the existing building. This latest request would mean that a new building would be added and the existing building would be replaced in it's present location.

I have reviewed this request with Roger Kean. He has no immediate issues with the proposed changes. We both recognize that, due to the contractually required approval process, we retain the opportunity to review all future proposed changes. This remains important since there are park operations in close proximity to the land in question. We both recommend that the Board approve this amendment as submitted. I will be at the next Committee of the Whole meeting to answer any questions you or the Board may have.

Cc: Roger Kean
Sheriff Conard
Matt Hirst
Brian Hitchcock
Sam Fleege, RACOM

AMENDMENT NO. 1 TO CONSENT OF ADDITION TO LAND AND EQUIPMENT
LEASE, SALE, AND SERVICE AGREEMENT

Whereas, Scott County and RACOM Corporation has entered into a Land and Equipment Lease, Sale, and Service Agreement signed December 26, 2002.

Whereas, Scott County had previously granted its consent to the additions and alterations as detailed in Exhibit A.

Whereas, RACOM Corporation seeks to amend item (b) of the above referenced consent, as detailed in Exhibit B, to allow for two separate equipment shelters to meet the potential future needs of RACOM and Scott County communications.

Other than the changes set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

In Witness Whereof, this Amendment to the Consent is hereby granted and executed by an authorized representative of each Party hereto as of the date first above below

SCOTT COUNTY

RACOM CORPORATION

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Exhibit A

CONSENT OF ADDITION TO
LAND AND EQUIPMENT LEASE, SALE, AND SERVICE AGREEMENT

Whereas, Scott County and RACOM Corporation has entered into a Land and Equipment Lease, Sale, and Service Agreement signed December 26, 2002.

Whereas, RACOM seeks to add to and alter the West Lake Guyed Tower.

Whereas, under section 6 of the aforementioned agreement RACOM shall obtain prior written consent of Scott County before making any addition or alteration of the premises defined in that agreement.

Accordingly, Scott County agrees to the addition and alteration of the West Lake Guyed Tower in the following manner:

- (a) Attachment locations upon the Tower for the placement and affixing of six (6) panel antennas at 120 feet above ground level (AGL)
- (b) The removal of the existing equipment shelter and the placement of a radio station equipment shelter measuring approximately 24 feet by 12 feet within the fenced in area.
- (c) The removal of 2 unused microwave dishes and the addition of one microwave dish, PL4-105 at 135 feet above ground level (AGL),
- (d) Moving the existing fence approximately 12 feet to center the fenced area directly under the tower.

RACOM continue to provide space for all existing equipment that is currently in operation at that site and will make every effort possible as to not interrupt service to that equipment during the alterations and none of the alterations shall interfere in any manner with the operation of that equipment.

Other than the changes set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

In Witness Whereof, this Consent is hereby granted and executed by an authorized representative of each Party hereto as of the date first above below

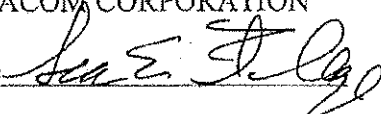
SCOTT COUNTY

RACOM CORPORATION

Signature



Signature



Name

Jim Hancock

Name

Sam E. Fleege

Title

Chairman, Scott County Board
of Supervisors

Title

Regional Service Manager

