

City of Emmett Council Meeting

April 28, 2020

The Emmett City Council held a regular meeting at 501 E. Main Street, Emmett, Idaho.
Mayor Gordon Petrie called the meeting to order at 7:00p.m.
Mayor Gordon Petrie led the **Pledge of Allegiance**
Joshua Williams offered the **Community Invocation**

Council Present: Councilor Thomas Butler

Council Present via telephone: Council President Steve Nebeker, Councilor Tona Henderson, Councilor Welch, Councilor Denise Sorenson, Councilor Resinkin.

Staff Present: Lyleen Jerome, Mike Knittel, Stephanie Johnson

Staff present via telephone: Brian Sullivan, Curt Christensen, Alyce Kelley, Steve Kunka, Mike Knittel, Clint Seamons

Public Present via telephone: None

Amendments to the Agenda: None.

Council President Nebeker made a MOTION TO APPROVE THE AGENDA. Seconded by Councilor Welch. 6 – AYES, 0 – NOES. Motion Carried.

Declaration of Conflicts of Interest:

Declaration of Council Members' Discussion Outside an Open Meeting: None

ELECTED OFFICIALS:

A. Mayor

Proclamation: Mayor Petrie proclaimed May 1st-31st, 2020 to be the Month of the Emmett High School 2020 Graduates

B. City Council

C. Announcements and Good of the Order

CONSENT AGENDA:

A. Approval of Minutes – April 14th, 2020 Regular Meeting – Councilor Resinkin was omitted off of the Council present

B. Approval of Accounts Payable.

Councilor Henderson made a MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED AND ORALLY AMENDED. Seconded by Councilor Butler. AYES -6, NOES - 0. Motion Carried.

NON-CONSENT AGENDA

BUSINESS:

A. City Clerk, Lyleen Jerome requested approval of Financial Report for Quarter 2 of 2019/2020. Council President Nebeker made a MOTION TO APPROVE THE FINANCIAL REPORT FOR THE FIRST QUARTER OF 2020 AND SEND TO PUBLICATION. Seconded by Councilor Welch. ROLL CALL VOTE. COUNCIL PRESIDENT NEBEKER - AYE, COUNCILOR HENDERSON - AYE, COUNCILOR RESINKIN - AYE, COUNCILOR SORENSON - AYE, COUNCILOR - BUTLER -AYE, COUNCILOR WELCH - AYE. AYES - 6, NOES - 0. Motion Carried

DEPARTMENT/ ACTIVITY REPORTS

A. Building Official/City Planner – Brian Sullivan – Gave report

B. City Clerk – Lyleen Jerome – Gave report

C. Fire – Chief Curt Christensen – Gave report

D. Library – Director Alyce Kelley – No report

E. Police – Chief Steve Kunka – Gave report

F. Public Works – Director Clint Seamons – Gave report

G. Systems Administrator – Director Mike Knittel – Gave report.

H. Engineer

Councilor Henderson made a MOTION TO ADJOURN. Seconded by Councilor Resinkin. 6 – AYES, 0 – NOES. Motion Carried.

Meeting Adjourned at 7:31 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

Steve Kunka, Chief of Police

May 7, 2020

Emmett City Mayor
Emmett City Council

This letter is written to show the Emmett Police Department's support of the attached road closures for the Emmett High Schools "Senior March 2020", which will be held on May 23, 2020 at 1:00 p.m.

Superintendent Craig Woods, Emmett High School Principal Wade Carter, Vice Principal Katie Watkins, School Resource Officer Keith Aamodt and I met on May 7th to finalize the planning of this event to honor the Emmett High School Graduating Class of 2020. Also on the 7th of May I received a letter explaining this event from the Vice Principal Katie Watkins (please see attached). Attached to this request is the traffic plans, that I have approved, for the event that were created by S.R.O. Keith Aamodt. S.R.O. Aamodt, City Fire, County Fire, Gem County Sheriff's Office and I have agreed to lead the March. S.R.O. Aamodt and I will assist with putting up and taking down the traffic cones. As the traffic plans show this event will take place on East Main Street between Hayes Avenue and Johns Avenue with road blockage at Hayes Ave., Wardwell Ave., and McKinley Ave.

I believe that if any concerns or issues come up they will be resolved between the Emmett High School administration, S.R.O. Keith Aamodt and myself.

Steve Kunka,

A handwritten signature in black ink, appearing to read "Steve Kunka", written over a horizontal line.

Chief of Police

Senior March 2020

Overview: without a doubt, this has been a difficult time for students, parents, teachers, administrators, staff, and community members. While we have set a tentative date to hold a traditional ceremony, we thought it would be fun to recognize our Seniors, thank our community, and create a positive environment for all. The COVID 19 shutdown has affected all, and it might be refreshing and rejuvenating to have a (quick) celebration and recognition in the fresh air in our hometown. We have some students who will not be able to attend our traditional ceremony on June 23rd due to military and mission dates - so this would be a nice way to recognize them as well.

What: On May 23rd (the originally scheduled graduation date), Emmett High School would like to recognize, honor, and celebrate the Graduating Class of 2020 by walking the students down the sidewalk on Main Street. The students would be dressed in their caps and gowns, and parents, friends, and community members would have the opportunity to drive by, wave, and honk to their Senior(s).

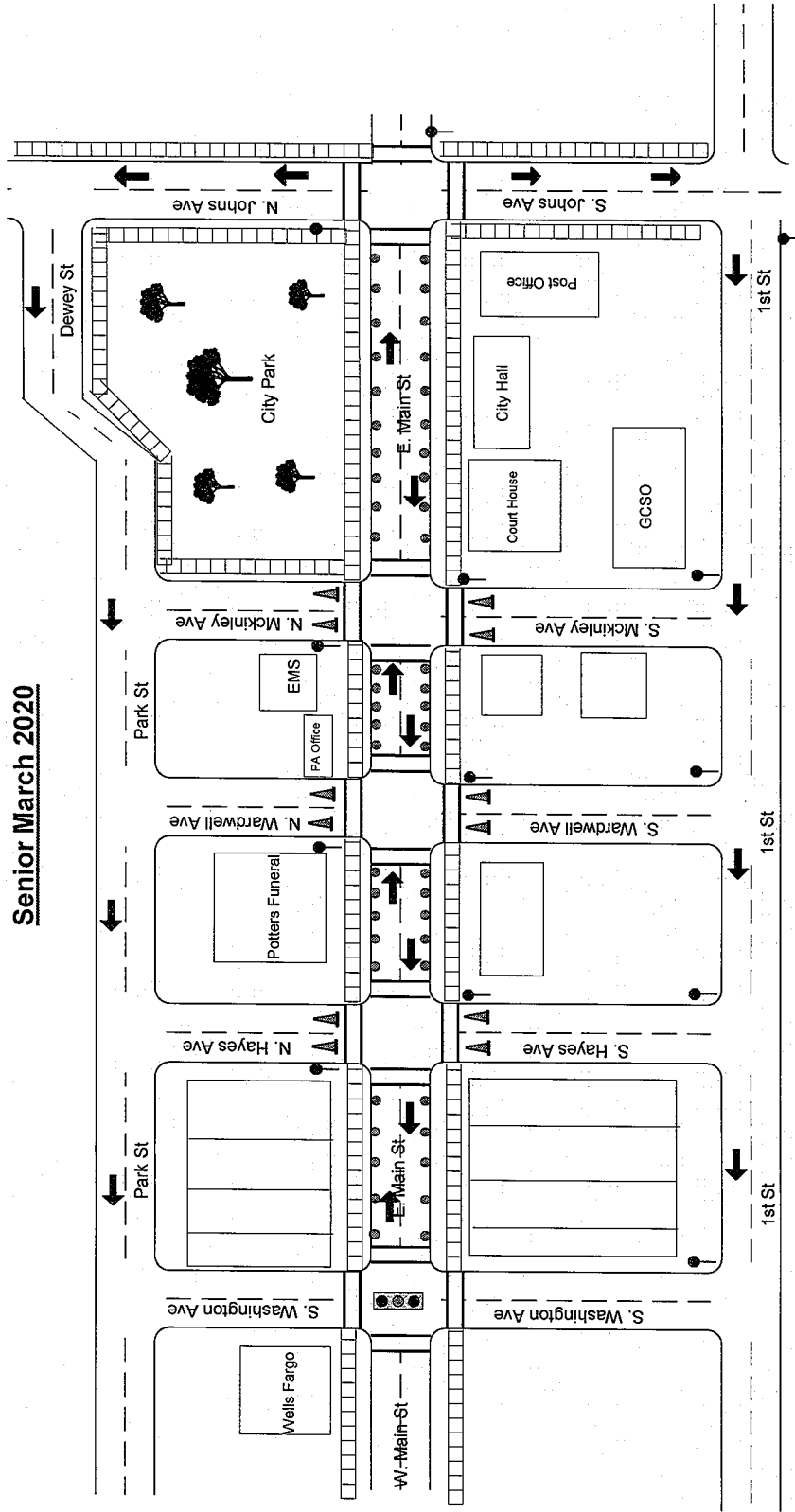
Who: Graduating Class of 2020

Where: Students would meet at the Emmett City Park, and they would be organized (with social distancing practices) into lines, and the students would walk down Main Street between Hayes and Johns.

When: Saturday, May 23rd at 1 pm - 1:30 pm

***We will ask students to meet at the City Park at 12:30 pm, and EHS administration will organize the students and walk them down Main Street at 1 pm. The students will stand on the sidewalk on Main Street from 1 - 1:30 pm.

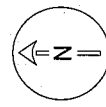
Senior March 2020



Saturday May 23, 2020
1300 hrs

Students will arrive at approximately 1230 hrs.
Students will be spaced out every 13 1/2'

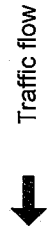
NOT TO SCALE



Key

▲ Cones that will be used to block traffic on side streets

● Cones that will be used to prevent parking on Main St



Traffic flow



RESOLUTION # R2020-06

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EMMETT, IDAHO
REPEALING RESOLUTION R2020-05: LOCAL DISASTER EMERGENCY -
TEMPORARY SUSPENSION OF WATER & SEWER UTILITY
SHUTOFFS/DISCONNECTION, DELINQUENT SERVICE FEES, AND LATE
FEES**

NOW, THEREFORE, BE IT RESOLVED by the City Council of Emmett, Idaho that Resolution R2020-05 is repealed.

RESOLUTION introduced and passed _____, 2020, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

1	MP81	C Series Integrated Scale
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR, BDL
1	ZHWL	5lb / 3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 50.36	\$ 151.08

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Lori Damato	lori.damato@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



Customized Proposal for:
CITY OF EMITT PUBLIC WORKS
Prepared by: JAMES LEBLANC
Phone: 2085092495
Email: JLeBlanc@terminix.com
May 01, 2020

Inspection Results:

What We Heard

Ants spiders occasional mouse

What We Saw

Ants spiders and webs

What We Recommend

Monthly service to help maintain

Scope of Work

All 3 levels. Some are secure. Ants and spiders are the main concern

Covered Area(s)

- Bar/Lounge Area
- Basement
- Boiler Rooms
- Break/Vending Areas
- Building Exterior
- Cafeteria/Food Service Areas
- Compactor Areas
- Dock Areas
- Electrical Rooms
- Entrance/Lobby Areas
- Garages
- Janitor/Housekeeping Rooms
- Kitchen/Dining Areas
- Laboratories
- Laundry Rooms
- Locker Rooms
- Processing Areas
- Receiving/Delivery Areas
- Restrooms
- Shipping Areas
- Shop/Production Areas
- Storage/Warehouse Areas

Summary of Services

Service Location	Service/Product	Qty.	Initial	Recurring	1st Annual Amt
501 E MAIN ST	GPC MTHLY	1	165.00	110.00	1,375.00
Subtotal					1,375.00
Tax					0.00
Total					1,375.00



Pest Control Service Plan

THIS AGREEMENT PROVIDES FOR SERVICES TO CONTROL FOR AND MITIGATE AGAINST INFESTATIONS OF CERTAIN INSECTS, SPIDERS AND RODENTS. TERMINIX SHALL NOT BE RESPONSIBLE FOR ANY INJURY, DISEASE OR ILLNESS RESULTING FROM BITES, INFESTATION OR CONTAMINATION OR FOR THE REPAIR OF ANY DAMAGE TO THE STRUCTURES ON THE PREMISES CAUSED BY SUCH INSECTS, SPIDERS AND RODENTS.

Customer (print name) CITY OF EMITT PUBLIC WORKS Home Phone 2083655060 Work Phone 2083655060

Customer Billing Address 501 E MAIN ST City EMMETT State ID Zip Code 83617 Email publicworks@cityofemmett.com

Description of Structure(s) Covered

Summary of Charges

Service Location	Service/Product	Qty.	Initial	Recurring	1st Annual Amt
501 E MAIN ST, EMMETT, ID 83617-3046	GPC MTHLY	1	165.00	110.00	1,375.00
Subtotal					1,375.00
Tax					0.00
Total					1,375.00

TARGET PESTS FOR STANDARD SERVICE (selected pests indicated here): Pavement Ants, Ants, Earwigs, General Spiders, Web Building Spiders, Spiders, Ants, Species Unknown

SERVICES FOR SELECTED PREMIUM PESTS (selected pests indicated here): Wasps

Terminix has provided the Customer with a copy of the manufacturer's specimen label or other state-required documents for the pesticide(s), which will be used to treat the above-named property.

Customer accepts and agrees to the Terms and Conditions on pages 1- 2 of this Agreement, including the MANDATORY ARBITRATION and CLASS ACTION WAIVER provisions in Sections 15 and 16 of the Terms and Conditions on page 2 of this Agreement.

Customer Name CITY OF EMITT PUBLIC WORKS Customer's Authorized Representative (signature)

Customer Authorized Representative (Print Name) LYLEEN JERMONE

Customer Authorized Representative (Title) Date May 01, 2020

Terminix Representative (signature) Date May 01, 2020

Terminix Representative (print name) JAMES LEBLANC Terminix Branch Telephone 1-800-TERMINIX

Terminix Branch Address 345 S ADKINS WAY STE 108, MERIDIAN, ID 83642-6261 Terminix Branch Charter No.

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

STATE-SPECIFIC DISCLOSURES, CALIFORNIA: Supplier shall provide the "Notice to Owner/Tenant" as required by Cal. Bus. & Prof. Code section 8538. GEORGIA: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company. TEXAS: Licensed and regulated by: Texas Department of Agriculture, Structural Pest Control Service, PO Box 12847, Austin, TX 78711-2847 Phone 866-918-4481 Fax 888-232-2567.

TERMS AND CONDITIONS

1. **INITIAL TERM; RENEWAL.** The term of this Agreement shall be a period of one (1) year beginning on the date executed (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term") unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, either Party may terminate this Agreement by providing the other Party with at least 30 days advance written notice prior to the start of any Renewal Term.
2. **CHARGES.** Customer shall pay the charges for Initial Service Visit and subsequent Service Visits (either monthly or quarterly as selected by Customer) for the Initial Term and any Renewal Term in accordance with the payment terms set forth above based upon the Payment Option selected by Customer.
3. **PEST CONTROL SERVICE PLAN.**
 - (i) Terminix shall control for and mitigate against infestations of Standard Pests designated by Customer on Page 1 of this Agreement located in and around the structures on the Customer's premises through regular delivery of standard pest control service.
 - (ii) For an additional charge, Terminix shall perform pest control services to control for and mitigate against infestations of Premium Pests selected by Customer on Page 1 of this Agreement, located in and around the structures on the Customer's premises through delivery of regular pest control service.
 - (iii) All services shall be performed using products and procedures recognized in the pest control industry and scientific community as effective for their intended purpose. THIS AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO REPAIR ANY DAMAGE TO THE STRUCTURES ON THE PREMISES OR THE CONTENTS THEREIN CAUSED BY ANY PESTS OR TO COMPENSATE CUSTOMER FOR ANY SUCH DAMAGE.
- 3.1 **INITIAL SERVICE VISIT; SUBSEQUENT SERVICE VISITS.** On the initial service visit, Terminix shall apply pesticides to the interior of the structures and/or the exterior perimeter of the structures on the premises at its discretion as necessary to control for and mitigate against the pests indicated on Page 1 as covered by this Agreement (the "Initial Treatment"). Subsequent to the Initial Treatment, Terminix shall apply pesticides to the interior of the structures and/or the exterior perimeter of the structures on the premises at its discretion as necessary to control for and mitigate against the pests covered by this Agreement at the frequency selected by Customer in this Agreement during the Initial Term and any Renewal Term. Additionally, for control of certain pests, Terminix may utilize other pest control strategies including but not limited to, use of traps and glue boards.
- 3.2 **STANDARD PESTS.** Includes: cockroaches, mice, rats, silverfish, "house" ants (other than ants listed in Section 3.c. below), centipedes, millipedes, earwigs, house crickets and paper wasps.
- 3.3 **PREMIUM PESTS.** Includes: flies (including small flies), fleas, ticks, Carpenter Ants, Pharaoh Ants, Fire Ants, Tawny Crazy Ants, Black Widow Spiders, Brown Recluse Spiders and bees (Yellow Jackets, Hornets and Wasps excluding Paper Wasps), Clothes Moths and Stored Product Pests.
- 3.4 **EXCLUDED PESTS.** This Agreement does not cover and Terminix shall have no obligation to control for or mitigate against the following pests: Termites (subterranean, dry wood, damp wood), wood boring beetles, bed bugs (all species), mosquitoes or any other pests not specified in Section 3.2, and 3.3, above, unless otherwise agreed to in writing by Terminix and Customer via a separate agreement.
- 3.5 **INTERIM SERVICE VISITS.** Subject to the limitations in Section 5 – Customer Cooperation, Terminix shall, upon the request of Customer and at no additional costs to Customer, make a service visit to reapply pesticides to the structures on the premises as is reasonably necessary to control for and mitigate against acute infestations of the pests indicated on Page 1 of the Agreement which occur between the regularly scheduled monthly or quarterly service visits.
4. **ACCESS TO PROPERTY.** Customer must allow Terminix access to the structures for any purpose contemplated by this Agreement, including but not limited to reinspections, whether the inspections were requested by the Customer or considered necessary by Terminix. The failure to allow Terminix such access will terminate this Agreement without further notice.
5. **CUSTOMER COOPERATION** Customer's cooperation is important to ensure the most effective results from Services. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported in writing by Terminix to the Customer, and are not corrected by Customer, Terminix cannot ensure effective Services. If Customer fails to correct the conditions noted by Terminix within a reasonable time period, all guarantees as to the effectiveness of the Services in this Agreement shall automatically terminate. Further, additional treatments in areas of such conditions that are not corrected as required shall be paid for by Customer as an extra charge.
6. **LIMITATION OF LIABILITY, LIMITED WARRANTY, EXCEPT AS OTHERWISE PROHIBITED BY LAW, TERMINIX DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES, THE OBLIGATIONS OF TERMINIX SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY PESTS. THIS AGREEMENT DOES NOT GUARANTEE, AND TERMINIX DOES NOT REPRESENT, THAT PESTS WILL NOT RETURN SUBSEQUENT TO SERVICE TREATMENTS.**
7. **WATER LEAKAGE.** Water leakage in treated areas, in interior areas or through the roof or exterior walls of the structures on the premises, may destroy the effectiveness of treatment by Terminix and is conducive to new infestation. Customer is responsible for making timely repairs as necessary to stop the leakage. Customer's failure to make timely repairs will terminate this Agreement automatically without further notice. Terminix shall have no responsibility for repairs with respect to water leakage.
8. **OWNERSHIP TRANSFER.** Upon transfer of ownership of the structures, Services may be continued upon request of the new owner and upon payment of the Ownership Transfer Fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the service charges upon transfer of ownership. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised service charges, this Agreement will terminate automatically as of the date of the change of ownership.
9. **FORCE MAJEURE.** Terminix shall not be liable to Customer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, government actions, war, civil disturbance, insurrection, or sabotage.
10. **ADDITIONAL DISCLAIMERS.** This Agreement does not cover and Terminix will not be responsible for damage resulting from or services required for: (a) termites and/or any other wood-destroying organisms except as specifically provided herein; (b) moisture conditions, including but not limited to fungus damage and/or water leakage caused by faulty plumbing, roofs, gutters, downspouts and/or poor drainage; (c) masonry failure or grade alterations; (d) inherent structural problems, including but not limited to, wood to ground contacts; (e) termites entering any rigid foam, wooden or cellulose containing components in contact with the earth and the Structures regardless of whether the component is a part of the Structures; and (f) the failure of Customer to properly cure at Customer's expense any condition that prevents proper treatment or inspection or is conducive to pest infestation.
11. **CHANGE IN LAW.** Terminix performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, Terminix reserves the right to revise the service charges or terminate this Agreement.
12. **NON-PAYMENT, DEFAULT.** In case of non-payment or default by the Customer, Terminix has the right to terminate this Agreement. In addition, cost of collection including reasonable attorney's fees shall be paid by the Customer, whether suit is filed or not. In addition, interest at the highest legal rate will be assessed for the period of delinquency.
13. **CHANGE IN TERMS.** At the time of any renewal of this Agreement, Terminix may change this Agreement by adding, deleting or modifying any provision, charges, or pricing. Terminix will notify the Customer in advance of any such change, and Customer may decline to accept such a change by declining to renew this Agreement. Renewal of this Agreement will constitute acceptance of any such changes.
14. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.
15. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." Venue for arbitration hereunder shall lie in Memphis, TN.
16. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
17. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause in Section 15 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.
18. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.

PUBLIC DUCT OCCUPANCY AGREEMENT

THIS PUBLIC DUCT OCCUPANCY AGREEMENT (this "Agreement") is made as of _____, 2020 by and between The City of Emmett ("Owner") and Syringa Networks, LLC, an Idaho limited liability company ("Occupant").

RECITALS

A. Occupant is engaged in the business of providing telecommunications services throughout a portion Idaho.

B. Occupant desires to occupy that certain microduct owned by Owner (the "Conduit"), as well as Owner's vault and one unit of rack space on the existing rack inside Owner's shed (collectively, "the Facilities") for the purpose of installing its own fiber to serve its customers. The Facilities are located as indicated on Exhibit A, attached hereto and incorporated herein.

C. Owner desires to allow Occupant to occupy the Facilities pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Right of Use. Owner hereby grants to Occupant the exclusive right to use and occupy the Conduit and the nonexclusive right to use the vault and rack, on the terms and conditions contained herein. In addition, Owner hereby grants to Occupant the right to access the Facilities (the "Right of Way") for the purposes of installation, maintenance, repair and/or replacement of Occupant's fiber within the Facilities.

2. Use of Conduit; Use of Right of Way. Occupant may use the Facilities for installation of Occupant's fiber for its own needs in servicing its customers, and for any other related telecommunications service activities. Occupant accepts the Facilities "as is" and shall be solely responsible for any repairs or replacements needed for Occupant's use of the Facilities. Occupant's right to use the Right of Way shall be on such reasonable and non-discriminatory terms and conditions communicated in a written right of way permit provided to Occupant by Owner. Occupant shall provide twenty-four hours advance notice by telephone or email of its intent to use the Right of Way for non-emergency maintenance, repair and/or replacement. Occupant shall use reasonable efforts to notify Owner by telephone or email of its need to use the Right of Way in the event of emergency maintenance, repair and/or replacement, and shall provide written notice to Owner within forty-eight hours after such use. This right to use the Right of Way shall remain in place throughout the term of this Agreement.

3. Occupancy Term. The term of this Agreement shall be ninety-nine (99) years following the date of execution (the "Term"). The Term shall automatically renew for an additional ninety-nine-year period, unless Occupant notifies Owner no less than one hundred eighty (180) days prior to the end of the then current Term that Occupant desires to terminate this Agreement.

4. Termination. This Agreement shall terminate prior to the expiration of the Term in the event of default by Occupant.

5. Compensation. Occupant shall pay to Owner a one-time fee of \$900.00 (\$6 per foot for 150 feet of microduct) as compensation for the use and occupancy of the Facilities.

6. Installation, Maintenance, Repair, Permitting and Relocation.

6.1 Installation; Maintenance and Repair. Occupant shall install, maintain and repair its fiber in the Facilities pursuant to the following:

6.1.1 Prior to conducting any activities in the Right of Way, Occupant shall provide written notification to Owner, which will include the scheduled operations and the names and telephone numbers of those persons responsible for the activity;

6.1.2 Occupant agrees that it shall conduct all activities associated with the installation, maintenance and repair of its fiber in the Facilities in accordance with the general standards of care for such activities, and to comply with all applicable terms and conditions of the Right of Way permit;

6.1.3 Occupant agrees that Owner has the right to have its personnel inspect and/or monitor any activity of Occupant in the Right of Way; and

6.1.4 All work hereunder shall be performed by a licensed and bonded contractor as required by Owner for work within the public rights-of-way.

6.2 Permitting. Occupant, at Occupant's cost, will obtain and/or renew any permits and/or licenses which may be required by Owner or any other applicable governmental authority for the installation, maintenance or repair of the Facilities.

6.3 Relocation. Occupant shall be responsible for any temporary or permanent relocation of Occupant's fiber in the event that relocation of the Facilities is necessary during the Term hereof. Owner shall cooperate with Occupant in locating alternative paths for the fiber within the public rights-of-way.

7. Liability for Damage. Occupant shall be responsible and liable for any and all direct damage to the Facilities during any installation, maintenance or repair of Occupant's fiber.

8. Relationship of the Parties. This Agreement does not constitute Owner as an agent, legal representative, joint venturer, partner, franchisee or employee of Occupant for any purpose. This Agreement also does not constitute Occupant as an agent, legal representative, joint venturer, partner, franchisor or employee of Owner for any purpose. Each party shall be an independent contractor and is in no way authorized to make a contract, agreement, warranty, or representation on behalf of the other or to create any obligation, express or implied, on behalf of the other. The parties agree that this Agreement does not constitute a fiduciary relationship between Occupant and Owner.

9. Assignment; Sublease. Occupant may not assign its rights and/or obligations under this Agreement, or any portion thereof, without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any assignee must become obligated to the terms

of this Agreement prior to said assignment. Owner may allow occupancy of any of its conduit system without providing notice to or receiving the consent of Occupant, as long as it is not the Conduit which is occupied by the Occupant and so long as such occupancy in no way interferes with Occupant's use of the Facilities.

10. Notice. Unless otherwise stated, any notice under this Agreement shall be in writing and shall be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail and Federal Express) or certified mail or by email. All legal notices shall be sent by certified mail. Any notice given by mail shall be sent certified with return receipt requested. Any notice given by email shall be given during normal business hours. All notices shall be addressed to the parties at addresses set forth below each party's signature or at such other addresses as the parties may from time to time direct in writing. Any notice shall be deemed to have been given on (a) actual day of delivery or refusal to accept delivery, (b) the day of mailing by registered or certified mail, or (c) the day of email transmission if sent during normal business hours or the following business day if not sent during normal business hours.

11. Events of Default. Failure by either party in performing any term, covenant, or condition of this Agreement shall constitute a default if such failure is not remedied within thirty (30) days after receipt of written notice from the other party regarding the default, or, if the nature of such default requires more than 30 days to remedy, the defaulting party must initiate remedial measures within 30 days and proceed to cure the default as soon as reasonably possible. Any inaccuracy in any material respect of any representation or warranty made by either party to the other shall constitute a default under this Agreement.

12. Remedies. In the event of a default by Owner or Occupant pursuant to Section 11, which is not corrected within the time frames specified therein, the non-defaulting party shall be entitled to all rights and remedies available at law or in equity, including, without limitation, specific performance of the terms of this Agreement against the defaulting party.

13. Force Majeure. A party shall be excused from performance, if its performance is prevented by acts or events beyond the party's reasonable control, including but not limited to, severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

14. Severability. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

15. Indemnification. Occupant, for itself and its successors and assigns, covenants and agrees to indemnify, hold harmless and defend Owner, its agents or employees, from and against any and all claims for damages made by any individual or entity which results from the installation, maintenance or repair of Occupant's fiber in the Facilities. The foregoing notwithstanding, Occupant's indemnification obligation hereunder shall not arise to respond to any claims for damages resulting from Owner's sole negligence or willful misconduct.

16. Insurance. Occupant, for as long as this Agreement is in effect, shall continuously carry a policy of comprehensive general liability insurance acceptable to Owner, with a limit of not less than five hundred thousand dollars (\$500,000) for bodily or personal

injury, death, or property damage or loss as the result of any one (1) occurrence or accident. Occupant agrees to provide Owner with a certificate of insurance verifying the foregoing and hereby agrees that said policy shall not be cancelled or its limits of liability reduced without ten (10) days written notice to Owner and Owner's written approval of any such changes.

17. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho. Any action to enforce the terms of this Agreement shall be brought in the appropriate court in Gem County, Idaho.

18. Successors and Assigns. This Agreement and all terms and conditions hereof shall be binding upon and shall inure to the benefit of all authorized heirs, successors in interest or assignees of either party hereto.

19. Entire Agreement. This Agreement, together with all exhibits, notices, appendices and any jointly executed written supplements hereto, represent the entire agreement contemplated by the parties hereto. It is understood and agreed by the parties that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Facilities between them other than as set forth herein.

20. Written Modification. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by both parties or their duly authorized agent or attorney.

21. Waiver. No covenant, term or condition contained in this Agreement nor the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due, or failure to insist upon performance, shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

22. Counterparts. This Agreement may be executed in counterparts and upon every party having executed a counterpart, each signed copy shall have the same force and effect as an original document and as if the parties to the counterparts had signed the same document.

23. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties hereto to enforce or interpret the terms and conditions of this Agreement, or arising from the breach of any provision thereof, the prevailing party will be entitled to receive from the other party all costs, damages and expenses, including reasonable attorneys' fees, through all levels of action, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who is awarded judgment as a result of trial or arbitration, or who receives a payment of money or other concession or agreement from the other party in settlement of claims asserted by that party.

24. Captions. The captions inserted in this Agreement are for convenience only and do not define, limit or otherwise describe the scope or intent of this Agreement or any provision hereof nor affect the interpretation of this Agreement.

25. Time of Essence. Time is hereby expressly declared to be of the essence of each and every covenant, term, condition and provision of this Agreement.

26. Additional Acts. The parties hereto agree to execute and deliver any documents or instruments and to take any and all actions reasonably necessary to carry out any agreement, term or condition of this Agreement, whenever the occasion may arise and request for such action shall be made.

The parties have executed this Agreement on the date first above written.

OCCUPANT:

Syringa Networks, LLC, an Idaho limited liability company

By: _____
Name: _____
Title: _____

Address:
12301 W. Explorer Drive
Boise, Idaho 83713
Email:

OWNER:

City of Emmett

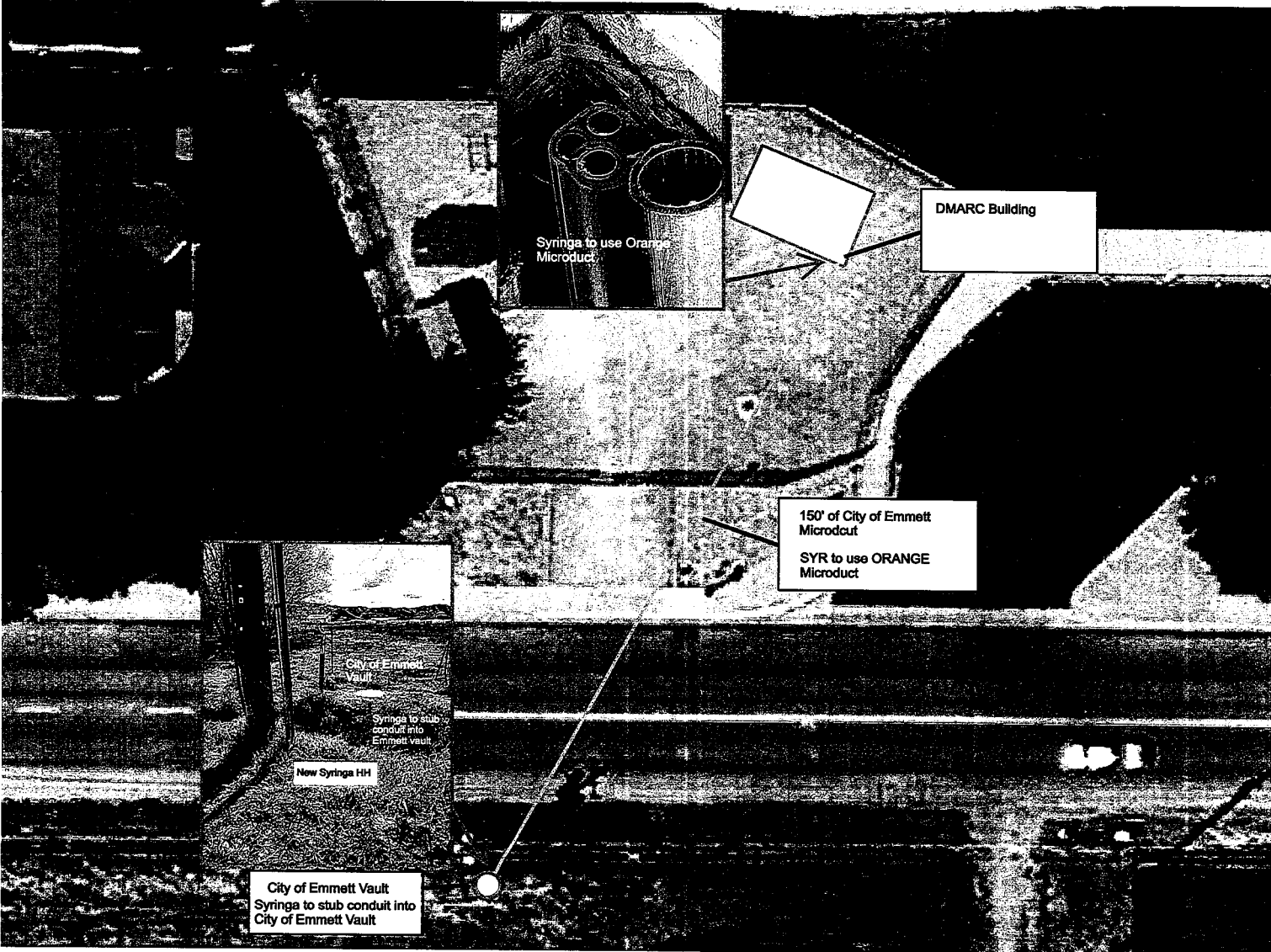
By: _____
Name: _____
Its: _____

Address:

Email:

EXHIBIT A

FACILITIES



Syringa to use Orange
Microduct

DMARC Building

150' of City of Emmett
Microduct
SYR to use ORANGE
Microduct

City of Emmett
Vault
Syringa to stub
conduit into
Emmett vault
New Syringa HH

City of Emmett Vault
Syringa to stub conduit into
City of Emmett Vault



EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax: 208-365-6062 Phone: 208-365-6055

Chief Steve Kunka

To: Emmett City Council & Mayor

From: Chief Steve Kunka

RE: Request to Use Parking Lot for Shred It

Date: May 4, 2020

The Emmett Police Department seeks a motion from the council to allow the Emmett Area Crime Prevention Council to utilize the City Hall Parking lot on Saturday, September 19, 2020 from 10:30 AM until 2:30 P.M.

The Emmett Area Crime Prevention Council would like to use the parking lot to hold its annual "Shred It" fundraiser event. The event runs from 12 PM (noon) until 2 PM, but the extra time allows to setup for the event and for post event maintenance.

There is no cost to the city for the event. The "Shred It" event allows citizens to bring paper documents having sensitive personal information to be destroyed on scene to prevent the potential of identity theft.

