

City of Emmett Council Meeting

November 9, 2021

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**
Hugh Orr offered the **Community Invocation**

Council Present: Council President Nebeker, Councilor Denise Sorenson, Councilor Thomas Butler, Councilor Gary Resinkin

Council Present via telephone: Councilor Michelle Welch and Councilor Tona Henderson

Council Absent:

Counselor Present: Jake Sweeten

Staff Present: Lyleen Jerome, Curt Christensen, Clint Seamons, Mike Knittel, Steve Kunka, Brian Sullivan, Stephanie Johnson, Alishia Elliott

Public Present: Dusty Warren, Brennan Warren, Annie Warren – 3260 Van Deusen Rd – Emmett; Samuel Newcomer, Michelle Newcomer, Sam Newcomer – 4608 W Central Rd – Emmett; Jody Harris – 418 N. Commercial Ave – Emmett; Ryan White, Jennifer Petrie – 2700 E. Locust St – Emmett; Lori Dixon – 712 Tyler Rd – Emmett, Adam Little – 1137 E. Harcourt Dr – Boise, David Little – 3111 Sand Hollow Rd – Emmett; Dawn Ferdinand – 783 Tyler Rd – Emmett; Joe Morton – 5726 Silverleaf Ext. – Emmett; Blaine Womer, Andrew Newell – 4355 Emerald St. – Boise; Matt Brown – 2150 W. Pacific Ridge St – Eagle; Don Newell – 1950 S. Channel Way – Eagle.

Public Present via telephone:

Amendments to the Agenda: None.

Council President Nebeker moved to approve **THE AGENDA AS PRESENTED**. Seconded by **Councilor Resinkin**. The motion was passed by **voice vote**.

Declaration of Conflicts of Interest: Council President declared that the pump for the Hawthorne Station is in front of his house but he has no conflict with it.

Declaration of Council Members' Discussion Outside an Open Meeting: Councilor Butler declared that his wife is on the Planning & Zoning Committee but no ex parte communication has occurred.

ELECTED OFFICIALS:

A. Mayor

1. Presentation – Mayor Petrie presented certificates to Emmett High School Cross Country Team and their Coach who recently went to State at the 4A level representing Emmett very well.

2. Proclamation – Mayor Petrie declared the Week of November 8th thru the 13th, 2021 as Idaho Family Reading Week and presented the proclamation to Shannon Tooley, the Emmett Public Library Circulation Clerk.

B. City Council

C. Announcements and Good of the Order

CONSENT AGENDA:

A. Approval of Minutes – October 26, 2021

B. Approval of Accounts Payable.

C. Approve Permits – Bartender Permits: Bronwyn Bartlett, Jenny Kaylor and Kari Terise Meyer

Councilor Henderson moved to approve **THE CONSENT AGENDA AS PRESENTED**. Seconded by **Councilor Sorenson**. The motion passed by **voice vote**.

PUBLIC HEARING:

Annexation with Preliminary Plat Application for Proposed Payette River Estates Subdivision Applicant - Landmark Pacific Investments, LLC Property Location North of West 12th St and West of Twin Buttes Subdivision

Mayor Petrie opened the Public Hearing at 7:27pm

1. Annexation Application – Brian Sullivan, Building Official/City Planner presented the application and recommendations from the Zoning Commission and answered questions of the Council.

2. Public Comments – Public input was given by Blaine Womer applicant Blaine A. Womer Engineering on behalf of Landmark Pacific Investments LLC PO Box 1939 – Eagle. Joe Morton – Emmett (in opposition), Lori Dixon – 512 Tyler Rd (in opposition), Dawn Ferdinand – 783 Tyler Rd (in opposition)

3. Close of Public Hearing – After calling for Public Input three separate times Mayor Petrie adjourned the Public Hearing at 8:10pm. Due to a procedural change Counselor Sweeten recommended re-opening the Public Hearing. Mayor Petrie re-opened the Public Hearing at 8:14pm.

4. Public Comments – Public input was given by Blaine Womer of Womer Engineering (applicant) Joe Morton – Emmett gave general input.

4. Decision of Public Hearing – **Councilor Sorenson** moved to **CONTINUE THE PUBLIC HEARING RE: THE FOLLOWING APPLICATIONS: ANN 21-004 PENDING THE COMPLETION OF A TRAFFIC STUDY AND NOTICE OF PUBLICATION ON WHAT DAY THE PUBLIC HEARING WILL TAKE PLACE.**

Councilor Butler seconded the motion. The motion passed by **roll call vote after tie vote**.

AYES – Councilor Butler, Councilor Henderson, Councilor Sorenson, Mayor Petrie

NAYS – Council President Nebeker, Councilor Resinkin, Councilor Welch

PUBLIC HEARING

Annexation with Rezone Application and Development Agreement. Park Hampton LLC Property Location - 1050 Cascade Road.

Mayor Petrie continued the Public Hearing at 8:27pm.

City of Emmett Council Meeting

November 9, 2021

1. Annexation Application - Brian Sullivan, Building Official/City Planner presented the application and the recommendations from the Zoning Commission and answered questions of the Council.
2. Public Comments – Public input was given by John Wood (applicant) – 8700 Chaparral Rd – Eagle. Fire Chief Curt Christensen, Police Chief Steve Kunka, Public Works Director Clint Seamons and City Clerk Lyleen Jerome. Brian Sullivan then requested a motion that the Public Hearing be continued so that there can be some fine tuning of the Development Agreement until the December 14th, 2021 City Council meeting at 7pm.
3. Decision of Public Hearing – **Council President Nebeker** moved to **CONTINUE THE PUBLIC HEARING AT THE DECEMBER 14TH CITY COUNCIL MEETING AT 7PM.** **Councilor Henderson** seconded the motion. The motion passed by **voice vote**.

NON-CONSENT AGENDA
BUSINESS:

Lyleen Jerome, City Clerk requests approval of 2022 Holiday Closure Schedule. **Councilor Butler** moved to approve the **2022 HOLIDAY CLOSURE SCHEDULE.** **Council President Nebeker** seconded the motion. The motion was passed by **voice vote**.

Lyleen Jerome, City Clerk requests approval of the 2022 City Council Meeting Schedule. **Councilor Butler** moved to approve the **2022 CITY COUNCIL MEETING SCHEDULE.** **Councilor Sorenson** seconded the motion. The motion was passed by **voice vote**.

Mike Knittel, Systems Administrator request approval of Payment to Power Plus Electrical. **Council President Nebeker** moved to approve **PAYMENT TO POWER PLUS ELECTRICAL IN THE AMOUNT OF \$21,519.06.** **Councilor Henderson** seconded the motion. The motion was passed by **voice vote**.

Clint Seamons, Public Works Director requests approval of Planting Flowering Cherry Trees in Downtown Corridor. **Councilor Henderson** moved to approve **PLANTING SNOW GOOSE FLOWERING CHERRY TREES IN THE DOWNTOWN CORRIDOR EAST AND WEST ON MAIN ST WITH NO COST TO THE CITY.** **Councilor Butler** seconded the motion. The motion was passed by **voice vote**.

Clint Seamons, Public Works Director requests approval to Accept Bid from TC Sales & Service for Vaughan Submersible Chopper Pump. **Councilor Henderson** moved to approve **TC SALES AND SERVICE LOW BID IN THE AMOUNT OF \$38,120.00 FOR VAUGHAN SUBMERSIBLE CHOPPER PUMP FOR HAWTHORNE LIFT STATION.** **Councilor Sorenson** seconded the motion. The motion was passed by **voice vote**.

Clint Seamons, Public Works Director requests approval of appropriations to Pay Brentwood for Parts on Secondary Clarifier Refurbishment. **Council President Nebeker** moved to appropriate **\$19,900. TO BRENTWOOD FOR PARTS ON SECONDARY CLARIFIER REFURBISHMENT.** **Councilor Henderson** seconded the motion. The motion was passed by **voice vote**.

Clint Seamons, Public Works Director requests approval of Hangar Lease Agreement to Tom Gresham. **Council Henderson** moved to approve **HANGAR LEASE AGREEMENT BETWEEN TOM GRESHAM AND CITY OF EMMETT WITH MAYOR TO SIGN.** **Councilor Sorenson** seconded the motion. The motion was passed by **roll call vote**.

AYES – Council President Nebeker, Councilor Butler, Councilor Henderson, Councilor Resinkin, Councilor Sorenson, Councilor Welch.

NAYS – None

Clint Seamons, Public Works Director requests approval of Termination of Hangar Lease to David Alan and Cynthia Jean Miller. **Council President Nebeker** moved to approve **TERMINATION OF HANGAR LEASE DAVID ALAN AND CYNTHIA JEAN MILLER WITH THE MAYOR TO SIGN.** **Councilor Butler** seconded the motion. The motion was passed by **roll call vote**.

AYES – Council President Nebeker, Councilor Butler, Councilor Henderson, Councilor Resinkin, Councilor Sorenson, Councilor Welch.

NAYS – None

Steve Kunka, Police Chief requests approval of Resolution #R2021-10. **Council President Nebeker** moved to approve **RESOLUTION #R2021-10 A RESOLUTION AMENDING THE LEXIPOL POLICY FOR THE EMMETT POLICE DEPARTMENT.** **Councilor Sorenson** seconded the motion. The motion was passed by **roll call vote**.

AYES – Council President Nebeker, Councilor Butler, Councilor Henderson, Councilor Resinkin, Councilor Sorenson, Councilor Welch.

NAYS – None

Brian Sullivan, Building/Zoning Administrator requests approval Final Plat for Payette River Orchards Subdivision Phase 3, Application #FP21-003. **Councilor Butler** moved to approve the **PAYETTE RIVER ORCHARDS SUBDIVISION, PHASE 3, APPLICATION #FP21-003, WITH THE FOLLOWING CONDITIONS. 1. COMPLY WITH ALL FINAL PLAT AND CONSTRUCTION PLAN REVIEW COMMENTS. 2. ALL REVIEW FEES FROM KELLER'S BEING PAID PRIOR TO SIGNING THE MYLAR. 3.**

November 9, 2021

CITY REQUIRES THE PETITIONER TO SUPPLY A SET OF AS-BUILT PLANS ON MYLAR AS WELL AS ON CD-ROM OR DISC IN AUTOCAD FORMAT AND PDF FORMAT. 4. POST A BOND FOR 150% OF THE ESTIMATED COMPLETION OF THE REMAINING IMPROVEMENTS. THE AMOUNT DUE FOR THE BOND IS \$855,072.69 FOR COMPLETION OF THESE IMPROVEMENTS. STAFF HAS REVIEWED THESE ITEMS AND APPROVES THIS BOND AMOUNT. 5. COMPLETED, SIGNED AND RECORDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PAYETTE RIVER ORCHARDS SUBDIVISION. 6. SUBMIT TWO (2) PAPER COPIES AND 1 DIGITAL COPY OF THE FINAL PLAT TO THE ZONING DEPARTMENT FOR REVIEW PRIOR TO PRINTING THE MYLAR. 7. FINAL PLAT MUST BE RECORDED WITH 1 YEAR OF WRITTEN APPROVAL UNLESS AN EXTENSION IS REQUESTED AND GRANTED BY THE CITY. 8. THE APPLICANT IS TO FOLLOW ALL RECORDING REQUIREMENTS AS OUTLINED IN ECC 10-2-4K. 9. WITHIN TEN (10) DAYS OF RECORDING THE FINAL PLAT, NEW DEEDS AND LEGAL DESCRIPTIONS FOR ALL LOTS SHALL BE PREPARED AND RECORDED IN GEM COUNTY RECORDER'S OFFICE. Councilor Resinkin seconded the motion. The motion was passed by voice vote.

DEPARTMENT/ ACTIVITY REPORTS

- A. **Building Official/City Planner** – Brian Sullivan, Building/Zoning Administrator – answered question of the Council
- B. **Clerk** – Lyleen Jerome, City Clerk– No report
- C. **Fire** – Curt Christensen, Fire Chief– No report
- D. **Library** – Alyce Kelley, Director– Absent
- E. **Police** - Steve Kunka, Police Chief– No report
- F. **Public Works** – Clint Seamons, Public Works Director– No report
- G. **Systems Administrator** – Mike Knittel, IT Systems Director– No report
- H. **Engineer**

Councilor Sorenson moved to approve a **MOTION TO ADJOURN**. Seconded by Councilor Henderson. The motion was passed by voice vote.

Meeting Adjourned 9:41pm

Mayor Gordon Petrie

Lyleen Jerome, City Clerk

City of Emmett Council Meeting

November 16, 2021

The Emmett City Council held a regular meeting at 501 E. Main Street, Emmett, Idaho.
Council President Steve Nebeker called the meeting to order at 7:00p.m.
Council President Steve Nebeker led the **Pledge of Allegiance**
Lance Zagaris offered the **Community Invocation**

Council Present: Council President Nebeker, Councilor Denise Sorenson, Councilor Thomas Butler, Councilor Gary Resinkin

Council Present via telephone: Councilor Michelle Welch and Councilor Tona Henderson

Council Absent:

Counselor Present: Jake Sweeten

Staff Present: Curt Christensen, Stephanie Johnson, Alyce Kelley, Mike Knittel, Steve Kunka, Clint Seamons, Brian Sullivan

Public Present: Mr. Ed Alley and Jackie Alley – 2112 N. Ram Ave – Eagle, Courtney Alley and Keaton Keene – 6511 W. Poplar St – Boise; Ray Fouts – 966 E. 12th St. – Emmett; Jody Harris – 418 N. Commercial Ave – Emmett; Lance Zagaris – 700 Evergreen Dr – Emmett; Ryan Resinkin – 1425 Blane St – Emmett; Tyson York – 1387 E. Main St – Emmett

Public Present via telephone:

Amendments to the Agenda: None.

Councilor Sorenson moved to approve **THE AGENDA AS PRESENTED**. Seconded by **Councilor Butler**. The motion was passed by **voice vote**.

Declaration of Conflicts of Interest:

Declaration of Council Members' Discussion Outside an Open Meeting: Councilor Butler declared that his wife is on the Planning & Zoning Committee but no ex parte communication has occurred.

ELECTED OFFICIALS:

Mayor – Council President Nebeker on behalf of the mayor presented a certificate of heroism to Courtney Alley for her heroic efforts she performed at our local raceway.

City Council

Announcements and Good of the Order

CONSENT AGENDA:

A. Approval of Minutes – None

B. Approval of Accounts Payable.

C. Approve Permits – Bartender Permits: Christine D. Widdison
Pawn Broker – Russell Gardner

Councilor Sorenson moved to approve **THE CONSENT AGENDA AS PRESENTED**. Seconded by **Councilor Henderson**. The motion passed by **voice vote**.

DISCUSSION/INFORMATION UPDATES:

Heather Donesky gave information to the Council regarding the upcoming Horse Parade on December 5, 2021.

NON-CONSENT AGENDA

BUSINESS:

Brian Sullivan, Building Official, Zoning Administrator requests approval Waiving Requirements for the Installation of Curb, Gutter, Sidewalks, and Storm Drainage and Pavement Widening for RKA LL Parcel #RP06N01W041350. **Councilor Butler** moved to approve **WAIVING REQUIREMENTS FOR THE INSTALLATION OF CURB, GUTTER SIDEWALKS, AND STORM DRAINAGE AND PAVEMENT WIDENING FOR RKA LL PARCEL #RP06N01W041350**. Seconded by **Councilor Resinkin**. The motion passed by **voice vote**.

Brian Sullivan, Building Official, Zoning Administrator requests approval of Ordinance #O2021-09. **Councilor Sorenson** moved to **APPROVE ORDINANCE #O2021-09 AN ORDINANCE ANNEXING TO THE CITY OF EMMETT, IDAHO, CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF GEM COUNTY, IDAHO, AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF EMMETT, IDAHO; ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE. AND DISPENSE WITH RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE**. Seconded by **Councilor Resinkin**. The motion passed by **roll call vote**.

AYES – Council President Nebeker, Councilor Henderson, Councilor Resinkin, Councilor Sorenson, Councilor Welch, Councilor Butler.

NAYS – None

Councilor Sorenson moved to accept **THE FIRST AND ONLY READING OF ORDINANCE #O2021-09, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY**. Seconded by **Councilor Henderson**. The motion passed by **roll call vote**.

AYES – Council President Nebeker, Councilor Henderson, Councilor Resinkin, Councilor Sorenson, Councilor Welch, Councilor Butler.

NAYS – None

Brian Sullivan, Building Official, Zoning Administrator requests approval of Ordinance #O2021-10. **Councilor Sorenson** moved to **APPROVE ORDINANCE #O2021-10 AN ORDINANCE AMENDING THE ZONING CLASSIFICATION FOR CERTAIN REAL PROPERTY IN THE CITY OF EMMETT, IDAHO, LOCATED AT 641 WEST 4TH STREET ON THE SOUTH SIDE OF WEST 4TH STREET APPROXIMATELY ONE-THIRD**

City of Emmett Council Meeting

November 16, 2021

MILE WEST OF SOUTH WASHINGTON AVENUE AND ONE-EIGHTH MILE EAST OF SOUTH MILL ROAD, FROM R-2, DUPLEX, TO R-3, MULTI-FAMILY; AND PROVIDING AN EFFECTIVE DATE. AND DISPENSE WITH RULE REQUIRING ORDINANCES TO BE READ ON THREE SEPARATE DAYS AND ONCE IN FULL, AND THAT THE ORDINANCE BE READ ONCE BY TITLE. Seconded by **Councilor Butler**.

The motion passed by **roll call vote**.

AYES – Council President Nebeker, Councilor Henderson, Councilor Resinkin, Councilor Sorenson, Councilor Welch, Councilor Butler.

NAYS – None

Councilor Sorenson moved to accept **THE FIRST AND ONLY READING OF ORDINANCE #O2021-10, DIRECT THE MAYOR TO SIGN, AND DIRECT THAT IT BE PUBLISHED BY SUMMARY.** Seconded by **Councilor Resinkin**. The motion passed by **roll call vote**.

AYES – Council President Nebeker, Councilor Henderson, Councilor Resinkin, Councilor Sorenson, Councilor Welch, Councilor Butler.

NAYS – None

Steve Kunka, Police Chief requests approval Resolution #R2021-11. **Councilor Henderson** moved to approve **Resolution #R2021-11 A RESOLUTION AMENDING THE LEXIPOL POLICY FOR THE EMMETT POLICE DEPARTMENT** Seconded by **Councilor Butler**. The motion passed by **roll call vote**.

AYES – Council President Nebeker, Councilor Henderson, Councilor Resinkin, Councilor Sorenson, Councilor Welch, Councilor Butler.

NAYS – None

Clint Seamons, Public Works Director requests approval of Keller Associates Amendment to Owner-Consultant Agreement Amendment #1. **Councilor Henderson** moved to approve **KELLER ASSOCIATES AMENDMENT TO OWNER-CONSULTANT AGREEMENT AMENDMENT #1 IN THE AMOUNT OF \$22,200.00 FOR EMMETT WWTP AERATION PIPING IMPROVEMENTS WITH THE MAYOR TO SIGN.** Seconded by **Councilor Resinkin**. The motion passed by **voice vote**.

Clint Seamons, Public Works Director requests approval of Consolidated Supply Company bid. **Councilor Henderson** moved to approve **CONSOLIDATED SUPPLY COMPANY LOW BID IN THE AMOUNT OF \$22,437.17 FOR SEWER UPGRADES ON MCKINLEY AVE.** Seconded by **Councilor Resinkin**. The motion passed by **voice vote**.

DEPARTMENT/ ACTIVITY REPORTS

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

B. Clerk – Stephanie Johnson, Chief Deputy City Clerk – Gave report

C. Fire – Curt Christensen, Fire Chief– Gave report

D. Library – Alyce Kelley, Director– Gave report

E. Police - Steve Kunka, Police Chief– Gave report

F. Public Works – Clint Seamons, Public Works Director– Gave report

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

H. Engineer

Councilor Butler moved to approve a **MOTION TO ADJOURN.** Seconded by **Councilor Resinkin**. The motion was passed by **voice vote**.

Meeting Adjourned 7:37pm

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name MOLLY BEMIS

Date Application Received 11/30/21 By SR

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

Fingerprint Results Attached (New only) _____

Background Check _____

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Other

Date Requested: _____ Date Completed: 12-7-21

[Signature]
Completed by

[Signature]
Chief of Police

City Council

Added to Council Agenda for approval

City Council Approved Yes No 12/9/21
Council Date

Official Permit

Created _____

Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name NAYLOR DAISSON

Date Application Received 11/30/21 By SR

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____

Emmett Police Name/Records Check
 Gem County Sheriff's Name/Records Check
 Other

Date Requested: _____ Date Completed: 12/1/21

[Signature]
 Completed by

[Signature]
 Chief of Police

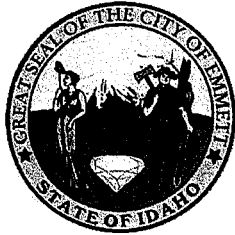
City Council

- Added to Council Agenda for approval

City Council Approved Yes No 12/1/21
 Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name DAVID FRISBEE

Date Application Received 11/30/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

Fingerprint Results Attached (New only) _____

Background Check _____

[Signature]

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Other

Date Requested: [Signature]

Date Completed: 12/1/21

[Signature]
Completed by

[Signature]
Chief of Police

City Council

Added to Council Agenda for approval

City Council Approved Yes No 12/7/21
Council Date

Official Permit

Created _____

Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name FRANCIS FRISBEE

Date Application Received 11/30/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Other

Date Requested: _____ Date Completed: 12-1-21

Completed by: [Signature] Chief of Police: [Signature]

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No 12/7/21
- Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name HELEN FRISBEE

Date Application Received 11/30/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Other

Date Requested: _____ Date Completed: 12-1-21

Completed by: _____ Chief of Police: _____

City Council

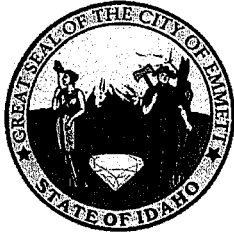
- Added to Council Agenda for approval

City Council Approved Yes No 12/7/21

Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name CARLA HOUTZ

Date Application Received 11/30/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Other

Date Requested: _____ Date Completed: 12-1-21

_____ Completed by _____ Chief of Police

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No 12/7/21
- _____ Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name JEFFERSON JENKINS

Date Application Received 11/16/21 By SJ

- New Application Renewal Application
- Application Notarized
 - Fingerprint Receipt Attached (New only)
 - Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____

[Signature]

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Other

Date Requested: _____ Date Completed: 11-18-21

[Signature]

Completed by

[Signature]

Chief of Police

City Council

- Added to Council Agenda for approval

City Council Approved Yes No 12/7/21
Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Larry Jenkins

Date Application Received 11/10/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

Fingerprint Results Attached (New only) _____

Background Check _____

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Other

Date Requested: _____ Date Completed: 11-16-21

[Signature] 11/16/21
Completed by

[Signature]
Chief of Police

City Council

Added to Council Agenda for approval

City Council Approved Yes No 12/7/21
Council Date

Official Permit

Created _____

Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Susan Jenkins

Date Application Received 11/10/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Other

Date Requested: 11/16/21 Date Completed: 11-16-21
 Completed by: [Signature] Chief of Police: [Signature]

City Council

Added to Council Agenda for approval

City Council Approved Yes No 12/9/21
Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Jenny Jensen

Date Application Received 11/29/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Other

Date Requested: _____ Date Completed: 12-1-21

[Signature]
Completed by

[Signature]
Chief of Police

City Council

- Added to Council Agenda for approval

City Council Approved Yes No 12/7/21
Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name JAMES A JOHNSON

Date Application Received 11/22/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

Fingerprint Results Attached (New only) _____

Background Check _____

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Other

Date Requested: _____ Date Completed: 11-23-21

[Signature]

Completed by

[Signature]

Chief of Police

City Council

Added to Council Agenda for approval

City Council Approved Yes No 12/7/21
Council Date

Official Permit

Created _____

Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name Samantha S. Johnson

Date Application Received 09/20/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Background Check _____
_____ Emmett Police Name/Records Check
_____ Gem County Sheriff's Name/Records Check
_____ Other
_____ Date
_____ Chief of Police (signature) Date

Fingerprint Results Attached (New only) 11/22/21

City Council

- Added to Council Agenda for approval

City Council Approved Yes No 12/9/21
Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name SARAH KING

Date Application Received 11/30/21 By SR

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Other

Date Requested: _____ Date Completed: 12-6-21

_____ Completed by _____ Chief of Police

City Council

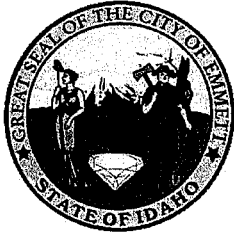
- Added to Council Agenda for approval

City Council Approved Yes No 12/7/21

Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name MARIA DELA LUZ MARIN

Date Application Received 11/22/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Other

Date Requested: _____ Date Completed: 11-23-21

[Signature]
Completed by

[Signature]
Chief of Police

City Council

- Added to Council Agenda for approval

City Council Approved Yes No 12/7/21
Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name NICHOLE ROWLEY

Date Application Received 11/30/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____

[Signature]

Emmett Police Name/Records Check

Gem County Sheriff's Name/Records Check

Other

Date Requested: _____ Date Completed: 12-1-21

[Signature]

Completed by

[Signature]

Chief of Police

City Council

- Added to Council Agenda for approval

City Council Approved Yes No 12/7/21
Council Date

Official Permit

- Created _____
- Mailed _____



CITY OF EMMETT

Bartender Permit Checklist

Applicant Name JEREMY RUSSELL

Date Application Received 11/22/21 By SJ

- New Application Renewal Application
- Application Notarized
- Fingerprint Receipt Attached (New only)
- Background receipt (New only)
- Copy of Driver's License Attached
- Permit Fee Paid
- Temporary Permit Language added to Receipt (New only)

Police Department

- Fingerprint Results Attached (New only) _____
- Background Check _____
- _____ Emmett Police Name/Records Check
- _____ Gem County Sheriff's Name/Records Check
- _____ Other

Date Requested: _____ Date Completed: 11-23-21

[Signature] _____
Completed by Chief of Police

City Council

- Added to Council Agenda for approval
- City Council Approved Yes No 12/7/21
Council Date

Official Permit

- Created _____
- Mailed _____

CITY OF EMMETT, IDAHO
Resolution #R2021-12

A RESOLUTION AMENDING THE LEXIPOL POLICY FOR THE EMMETT POLICE DEPARTMENT.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Emmett, Idaho that the amendment as set forth in Exhibit A is made to the City of Emmett's Police Department Lexipol Policy regarding policy's 500-507.

Passed _____, 2021 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit A

Traffic Function and Responsibility

500.1 PURPOSE AND SCOPE

The ultimate goal of traffic law enforcement is to reduce traffic collisions. This may be achieved through the application of such techniques as geographic/temporal assignment of personnel and equipment and the establishment of preventive patrols to deal with specific categories of unlawful driving behavior. Traffic enforcement techniques are based on accident data, enforcement activity records, traffic volume, and traffic conditions. This department provides enforcement efforts toward violations, not only in proportion to the frequency of their occurrence in accident situations, but also in terms of traffic-related needs.

500.2 TRAFFIC OFFICER DEPLOYMENT

Several factors are considered in the development of deployment schedules for officers of the Emmett Police Department. Information provided by this department and the Idaho Department of Transportation is a valuable resource for traffic accident occurrences and therefore officer deployment. Some of the factors for analysis include:

- Location
- Time
- Day
- Violation factors

All officers assigned to patrol or traffic enforcement functions will emphasize enforcement of accident causing violations during high accident hours and at locations of occurrence. All officers will take directed enforcement action on request, and random enforcement action when appropriate against violators as a matter of routine. All officers shall maintain high visibility while working general enforcement, especially at high accident locations.

Other factors to be considered for deployment are citizen requests, construction zones or special events.

500.3 ENFORCEMENT

Enforcement actions are commensurate with applicable laws and take into account the degree and severity of the violation committed. This department does not establish ticket quotas and the number of arrests or citations issued by any officer shall not be used as the sole criterion for evaluating officer overall performance. The visibility and quality of an officer's work effort will be commensurate with the philosophy of this policy. Several methods are effective in the reduction of collisions:

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Traffic Function and Responsibility

500.3.1 WARNINGS

Warnings or other non-punitive enforcement actions should be considered in each situation and substituted for arrests or citations when circumstances warrant, especially in the case of inadvertent violations.

500.3.2 CITATIONS

Citations may be issued when an officer believes it is appropriate. It is essential that officers fully explain the rights and requirements imposed on motorists upon issuance of a citation for a traffic violation. Officers should provide the following information at a minimum:

- (a) Explanation of the violation or charge.
- (b) Court appearance procedure including the optional or mandatory appearance by the motorist.
- (c) Notice of whether the motorist can enter a plea and pay the fine by mail or at the court.

500.3.3 PHYSICAL ARREST

Physical arrest may be made on a number of criminal traffic offenses when a citation is not issued pursuant to the Citation Releases Policy.

500.4 SUSPENDED OR REVOKED DRIVERS LICENSES

If an officer contacts a traffic violator for driving on a suspended or revoked license, the officer may issue a traffic citation.

If a computer check of a traffic violator's license status reveals a suspended or revoked drivers license and the traffic violator still has his or her license in possession, the license shall be seized by the officer. The officer shall verbally advise the traffic violator of the suspension or revocation and issue the citation.

500.5 HIGH-VISIBILITY VESTS

The Department has provided American National Standards Institute (ANSI) Class II (or higher) high-visibility vests to increase the visibility of department members who may be exposed to hazards presented by passing traffic, maneuvering or operating vehicles, machinery and equipment (23 CFR 655.601).

Although intended primarily for use while performing traffic related assignments, high-visibility vests should be worn at any time increased visibility would improve the safety or efficiency of the member.

500.5.1 REQUIRED USE

Except when working in a potentially adversarial or confrontational role, such as during vehicle stops, high-visibility vests should be worn at any time it is anticipated that an employee will be exposed to the hazards of approaching traffic or construction and recovery equipment. Examples of when high-visibility vests should be worn include traffic control duties, accident investigations, lane closures and while at disaster scenes, or anytime high visibility is desirable. When emergency

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conditions preclude the immediate donning of the vest, officers should retrieve and wear the vest as soon as conditions reasonably permit. Use of the vests shall also be mandatory when directed by a supervisor.

Vests maintained in the investigation units may be used any time a plainclothes officer might benefit from being readily identified as a member of law enforcement.

500.5.2 CARE AND STORAGE OF HIGH-VISIBILITY VESTS

High-visibility vests shall be maintained in the trunk of each patrol and investigation unit, in the side box of each police motorcycle and in the saddlebag or gear bag of each police bicycle. Each vest should be stored inside the resealable plastic bag provided to protect and maintain the vest in a serviceable condition. Before going into service, each employee shall ensure a serviceable high-visibility vest is properly stored.

A supply of high-visibility vests will be maintained in the equipment room for replacement of damaged or unserviceable vests. The Administrative Sergeant should be promptly notified whenever the supply of vests in the equipment room needs replenishing.

Traffic Collision Reporting

501.1 PURPOSE AND SCOPE

The Emmett Police Department prepares traffic collision reports and makes traffic collision reports available to the community under the Idaho Public Records law.

501.2 RESPONSIBILITY

The Patrol Supervisor will be responsible for distribution of the traffic collision reports pursuant to Idaho Public Records law.

501.3 REPORTING SITUATIONS

501.3.1 TRAFFIC COLLISIONS INVOLVING CITY VEHICLES

Traffic collision investigation reports shall be taken when a City-owned vehicle is involved in a traffic collision upon a roadway or highway wherein any damage or injury results. When possible this investigation shall be completed by an outside law enforcement agency. If an outside law enforcement agency is not available to investigate, a general information report may be taken in lieu of a traffic collision report at the direction of a supervisor when the collision occurs on private property or does not involve another vehicle. Whenever there is damage to a City vehicle, a Vehicle Damage Report shall be completed and forwarded to the appropriate Supervising Officer.

Photographs of the collision scene and vehicle damage shall be taken.

501.3.2 TRAFFIC COLLISIONS WITH POLICE DEPARTMENT EMPLOYEES

When an employee of this department, either on-duty or off-duty, is involved in a traffic collision within the jurisdiction of the Emmett Police Department resulting in a serious injury or fatality, the Patrol Supervisor or the Patrol Team Supervisor, should notify another outside law enforcement agency for assistance.

The term serious injury is defined as any injury that may result in a fatality.

501.3.3 TRAFFIC COLLISIONS WITH OTHER CITY EMPLOYEES OR OFFICIALS

The Patrol Supervisor or on-duty Patrol Team Supervisor may request assistance from the Idaho State Police for the investigation of any traffic collision involving any City official or employee where a serious injury or fatality has occurred.

501.3.4 TRAFFIC COLLISIONS ON PRIVATE PROPERTY

In compliance with the Collision Investigation Manual, traffic collision reports shall not be taken for traffic collisions occurring on private property, unless there is a death or injury to any person involved, a hit-and-run violation, or Vehicle Code violation. An Incident Report may be taken at the discretion of any supervisor.

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Traffic Collision Reporting

501.3.5 TRAFFIC COLLISIONS ON ROADWAYS OR HIGHWAYS

Traffic collision reports shall be taken when they occur on a roadway or highway within the jurisdiction of this department under any of the following circumstances:

- (a) When there is a death or injury to any persons involved in the collision. Member will contact Idaho State Police to investigate these collisions.
- (b) When there is an identifiable violation of the Vehicle Code.
- (c) When a report is requested by any involved driver.

Vehicle Towing Policy

502.1 PURPOSE AND SCOPE

This policy provides the procedures for towing a vehicle by or at the direction of the Emmett Police Department.

502.2 RESPONSIBILITIES

The responsibilities of those employees storing or impounding a vehicle are as follows.

502.2.1 COMPLETION OF FORMS

Police Department members requesting storage of a vehicle shall complete a Notice of Storage and Notice of Intent to Dispose of a Vehicle form. The notice must contain, at minimum, the following information (Idaho Code 49-1803A):

- Name and addresses of the registered owner and lienholder.
- Complete vehicle description, including license plate number and vehicle identification number.
- Date, time, and reason for tow.
- Case number assigned.
- Whether the value of the vehicle is \$750 or less. The officer's valuation should be independently verified by the Police Clerk before any disposition process is initiated under Idaho Code 49-1814 (Disposition of low-valued vehicles).
- The daily storage rate.
- Name, address, and telephone number of towing company.
- Signature of tow truck operator taking receipt of the vehicle and its contents.

A copy of the notice is to be given to the tow truck operator and the original is to be submitted to the Records Section as soon as practicable after the vehicle is stored.

If a copy of the towed vehicle notice is not provided to the legal and registered owner at the time of storage, it shall be the responsibility of the Records Section to determine the legal and registered owners of the vehicle and to mail a copy of the notice to all such individuals within 72 hours, excluding weekends and holidays. A copy of the notice shall also be mailed to any lienholder within 72 hours, excluding weekends and holidays (Idaho Code 49-1803A(3)).

502.2.2 REMOVAL OF VEHICLE DISABLED IN A TRAFFIC COLLISION

When a vehicle has been involved in a traffic collision and must be removed from the scene, the officer shall have the driver select a towing company, if possible, and shall relay the request for the specified towing company to the dispatcher. When there is no preferred company requested or the preferred tow company has an unreasonable response time, a company will be selected from the rotational list of towing companies in Dispatch.

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Vehicle Towing Policy

If the owner is incapacitated, or for any reason it is necessary for this department to assume responsibility for a vehicle involved in a collision, the officer shall request the dispatcher to call the official towing garage for the City of Emmett.

502.2.3 DRIVING A NON-CITY VEHICLE

Vehicles which have been towed by or at the direction of this department should not be driven by police personnel unless it is necessary to move a vehicle a short distance to eliminate a hazard, prevent the obstruction of a fire hydrant, or to comply with posted signs.

502.2.4 DISPATCHER'S RESPONSIBILITIES

Upon receiving a request for towing, the dispatcher shall promptly telephone the specified authorized towing service. The officer shall be advised when the request has been made and the towing service has been dispatched.

When there is no preferred company requested, the dispatcher shall call the next firm in rotation from the list of approved towing companies and shall make appropriate entries on that form to ensure the following firm is called on the next request.

502.3 TOWING SERVICES

The City of Emmett periodically selects a firm to act as the official tow service and awards a contract to that firm. This firm will be used in the following situations:

- (a) When it is necessary to safeguard a vehicle due to the inability of the owner or operator to take the required action.
- (b) When a vehicle is being held as evidence in connection with an investigation.
- (c) When it is otherwise necessary to store a motor vehicle. This would include situations involving the recovery of stolen or abandoned vehicles, and the removal from the streets of vehicles obstructing traffic in violation of state or local regulations.

Nothing in this policy shall require this department to tow a vehicle.

502.4 STORAGE AT ARREST SCENES

Whenever a person in charge or in control of a vehicle is arrested, it is the policy of this department to provide reasonable safekeeping by storing the arrestee's vehicle subject to the exceptions described below. However, the vehicle shall be stored whenever it is needed for the furtherance of an investigation or prosecution of the case or when the community caretaker doctrine would reasonably suggest that the vehicle should be stored, for example, the vehicle would present a traffic hazard if not removed or due to a high crime area the vehicle would be in jeopardy of theft or damage if left at the scene.

The following are examples of situations where consideration should be given to leaving a vehicle at the scene in lieu of storing, provided the vehicle can be lawfully parked and left in a reasonably secured and safe condition:

- Traffic-related warrant arrest.

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Vehicle Towing Policy

- Situations where the vehicle was not used to further the offense for which the driver was arrested.
- Whenever the licensed owner of the vehicle is present, willing, and able to take control of any vehicle not involved in criminal activity.
- Whenever the vehicle otherwise does not need to be stored and the owner requests that it be left at the scene

In such cases, the handling employee shall note in the report that the owner was informed that the Police Department will not be responsible for theft or damages.

502.5 VEHICLE INVENTORY SEARCHES

All property in a stored or impounded vehicle shall be inventoried and listed on the vehicle storage form. This includes the trunk and any compartments or containers, even if closed and/or locked. Members conducting inventory searches should be as thorough and accurate as practical in preparing an itemized inventory. These inventory procedures are for the purpose of protecting an owner's property while in police custody, to provide for the safety of officers, and to protect this department against fraudulent claims of lost, stolen, or damaged property.

502.5.1 SECURITY OF VEHICLES AND PROPERTY

Unless it would cause an unreasonable delay in the completion of a vehicle impound/storage or create an issue of officer safety, officers should make reasonable accommodations to permit a driver/owner to retrieve small items of value or personal need (e.g. cash, jewelry, cell phone, prescriptions) which are not considered evidence or contraband.

If a search of a vehicle leaves the vehicle or any property contained therein vulnerable to unauthorized entry, theft or damage, search personnel shall take such steps as are reasonably necessary to secure and/or preserve the vehicle or property from such hazards.

Vehicle Impound Hearings

503.1 PURPOSE AND SCOPE

This policy establishes a procedure for the requirement to provide vehicle storage or impound hearings pursuant to Idaho Code 49-1805.

503.2 STORED OR IMPOUND HEARING

When a vehicle is stored or impounded by any member of the Emmett Police Department, a hearing will be conducted upon the request of the registered or legal owner of the vehicle or their agent (Idaho Code 49-1805).

503.2.1 HEARING PROCEDURES

The vehicle storage hearing is an informal process to evaluate the validity of a stored or impounded vehicle. Any relevant evidence may be submitted and reviewed by the hearing officer to determine if the vehicle in question was lawfully stored or impounded, in accordance with Emmett Police Department policies and procedures. The employee who caused the storage or removal of the vehicle does not need to be present for this hearing.

A notice of the storage shall be sent by certified mail to the registered and legal owners within forty-eight (48) hours, excluding the weekends and holidays, and shall include the following information:

- (a) The name, address, and telephone number of the agency providing the notice.
- (b) The location of the place of storage and description of the vehicle which shall include, if available, the name or make, identification number, the license plate number, and the mileage.
- (c) The authority and purpose for the removal of the vehicle.
- (d) In order to receive a post-storage hearing, the owners, or their agents, must request the hearing in writing within ten (10) days of the date of the notice. Any such hearing shall be conducted within forty-eight (48) hours of the request, excluding weekends and holidays. The public agency may authorize its own officer or employee to conduct the hearing, so long as the hearing officer is not the same person.

The person requesting the hearing may record the hearing at his/her own expense. The vehicle storage/impound hearing officer shall consider all information provided and determine the validity of the storage or impound of the vehicle in question and then render a decision.

A decision that the vehicle was not stored or impounded in a lawful manner or within the policy of this department will require that the vehicle in storage be released immediately. Towing and storage fees will be paid at this department's expense (Idaho Code 49-1805(d)(5)).

If a decision is made that the vehicle was not stored or impounded in a lawful manner or in compliance with the policy of this department, and the vehicle has been released with fees having been paid, the receipt for such fees will be forwarded with a letter to the appropriate Supervising

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Vehicle Impound Hearings

Officer. The hearing officer will recommend to the appropriate Supervising Officer that the fees paid by the registered or legal owner of the vehicle in question or their agent be reimbursed by this department.

Impaired Driving

504.1 PURPOSE AND SCOPE

This policy provides guidance to those department members who play a role in the detection and investigation of driving under the influence (DUI).

504.2 POLICY

The Emmett Police Department is committed to the safety of the roadways and the community and will pursue fair but aggressive enforcement of Idaho's impaired driving laws.

504.3 INVESTIGATIONS

Officers should enforce DUI laws as part of the patrol duties unless specifically assigned to DUI enforcement. All officers are expected to enforce these laws with due diligence.

The Patrol Supervisor will develop and maintain, in consultation with the prosecuting attorney, report forms with appropriate checklists to assist investigating officers in documenting relevant information and maximizing efficiency. DUI investigations can be documented using these forms. Information documented on these forms will still need to be written in the report narrative. Information that should be documented includes, at a minimum:

- (a) The field sobriety tests (FSTs) administered and the results.
- (b) The officer's observations that indicate impairment on the part of the individual, and the officer's health-related inquiries that may help to identify any serious health concerns (e.g., diabetic shock).
- (c) Sources of additional information (e.g., reporting party, witnesses) and their observations.
- (d) Information about any audio and/or video recording of the individual's driving or subsequent actions.
- (e) The location and time frame of the individual's vehicle operation and how this was determined.
- (f) Any prior related convictions in Idaho or another jurisdiction.

504.4 FIELD TESTS

The Patrol Supervisor should identify standardized FSTs and any approved alternate tests for officers to use when investigating violations of DUI laws.

504.5 CHEMICAL TESTS

A person implies consent under Idaho law to a chemical test or tests, and to providing the associated chemical sample, under any of the following (Idaho Code 18-8002):

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Impaired Driving

- (a) The arresting officer has reasonable grounds to believe that the person was driving or in actual physical control of a motor vehicle, including a commercial motor vehicle, when any of the following exist:
 - 1. While under the influence of alcohol, drugs and/or any other intoxicating substances.
 - 2. While under the influence of any combination of alcohol, drugs and/or any other intoxicating substances.
 - 3. With a prohibited alcohol concentration (Idaho Code 18-8004).
- (b) The arresting officer has reasonable grounds to believe the person was driving or in actual physical control of a vehicle which resulted in great bodily harm, permanent disability or disfigurement to any other person (Idaho Code 18-8006).

If a person withdraws this implied consent, or is unable to withdraw consent (e.g., the person is unconscious), the officer should consider implied consent revoked and proceed as though the person has refused to provide a chemical sample.

504.5.1 STATUTORY NOTIFICATIONS

At the time testing is requested, the person shall be informed that if he/she refuses to submit to or fails to complete a test as required, he/she will be subject to civil penalties, and driver's license suspension, mandatory installation of a state-approved ignition interlock system at his/her expense for one year following the end of the suspension period, the right to request a hearing to show cause why he/she refused to submit or complete testing, and after submitting to evidentiary testing, he/she may, when practicable and at their own expense, have additional tests made by a person of his/her choosing as described in Idaho Code 18-8002(3) and Idaho Code 18-8002A(2).

504.5.2 BREATH SAMPLES

The Patrol Supervisor should ensure that all devices used for the collection and analysis of breath samples are properly serviced and tested, and that a record of such service and testing is properly maintained.

If the person submits to a breath test and the officer has reasonable cause to believe that the person was driving under the influence of drugs or the combined influence of alcohol and drugs, the officer should request a second test of the person's blood or urine. If a second test is requested, the officer shall include the facts supporting the belief in the arrest report (Idaho Code 18-8002(10)).

Officers obtaining a breath sample should monitor the device for any sign of malfunction. Any anomalies or equipment failures should be noted in the appropriate report and promptly reported to the Patrol Supervisor.

504.5.3 BLOOD SAMPLES

Only persons authorized by law to draw blood shall collect blood samples (Idaho Code 18-8003). The blood draw should be witnessed by the assigned officer. No officer, even if properly certified, should perform this task.

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Impaired Driving

Officers should inform an arrestee that if he/she chooses to provide a blood sample, a separate sample can be collected for alternate testing. Unless medical personnel object, two samples should be collected and retained as evidence, so long as only one puncture is required.

The blood sample shall be packaged, marked, handled, stored and transported as required by the testing facility.

If an arrestee cannot submit to a blood draw because he/she has a bleeding disorder or has taken medication that inhibits coagulation, he/she shall not be required to take a blood test. Such inability to take a blood test should not be considered a refusal. However, that arrestee may be required to complete another available and viable test.

504.5.4 URINE SAMPLES

If a urine test will be performed, the arrestee should be promptly transported to the appropriate testing site. The officer shall follow any directions accompanying the urine evidence collection kit.

Urine samples shall be collected and witnessed by an officer or jail staff member of the same sex as the individual giving the sample. The arrestee should be allowed sufficient privacy to maintain his/her dignity, to the extent possible, while still ensuring the accuracy of the sample.

The sample shall be packaged, marked, handled, stored and transported as required by the testing facility.

504.5.5 ADDITIONAL TESTING

After submitting to testing as requested by the officer when practicable, a person may request, at his/her own expense, that additional tests for alcohol concentration or for the presence of drugs or other intoxicating substances be administered by a person of his/her own choosing (Idaho Code 18-8002A(6)).

504.6 REFUSALS

When an arrestee refuses to provide a chemical sample, officers shall:

- (a) Advise the arrestee of the requirement to provide a sample and consequences of failing to do so (Idaho Code 18-8002).
- (b) Audio- and/or video-record the admonishment and the response when it is practicable.
- (c) Personally serve the notice of suspension upon the person (Idaho Code 18-8002A).
- (d) Document the refusal in the appropriate report.
- (e) Complete an affidavit of refusal.

504.6.1 BLOOD SAMPLE WITHOUT CONSENT

A blood sample may be obtained from a person who refuses a chemical test when there are reasonable grounds to believe that person has been driving or in actual physical control of a motor vehicle in violation of Idaho Code 18-8004 and when any of the following conditions exist:

- (a) A search warrant has been obtained.

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- (b) The officer can articulate that exigent circumstances exist. Exigency does not exist solely because of the short time period associated with the natural dissipation of alcohol or controlled or prohibited substances in the person's bloodstream. Exigency can be established by the existence of special facts such as a lengthy time delay in obtaining a blood sample due to an accident investigation or medical treatment of the person.
- (c) If necessary, a person who is authorized by law to draw a blood sample for evidentiary testing may be ordered to do so by the officer when there are exigent circumstances and probable cause to believe the arrestee has committed any of the following offenses (Idaho Code 18-8002(6)(b)):
 - 1. Aggravated DUI.
 - 2. Vehicular manslaughter.
 - 3. Aggravated DUI or criminal homicide involving a watercraft while under the influence of alcohol, drugs or other intoxicating substances.

504.6.2 FORCED BLOOD SAMPLE

If an arrestee indicates by word or action that he/she will physically resist a blood draw, the officer should request a supervisor to respond.

The responding supervisor should:

- (a) Evaluate whether using force to obtain a blood sample is appropriate under the circumstances.
- (b) Ensure that all attempts to obtain a blood sample through force cease if the person agrees to, and completes, a viable form of testing in a timely manner.
- (c) Advise the person of his/her duty to provide a sample (even if this advisement was previously done by another officer) and attempt to persuade the individual to submit to such a sample without physical resistance.
 - 1. This dialogue should be recorded on audio and/or video when practicable.
- (d) Ensure that the blood sample is taken in a medically approved manner.
- (e) Ensure that the forced blood draw is recorded on audio and/or video when practicable.
- (f) Monitor and ensure that the type and level of force applied appears reasonable under the circumstances.
 - 1. Unless otherwise provided in a warrant, force should generally be limited to handcuffing or similar restraint methods.
 - 2. In misdemeanor cases, if the arrestee becomes violent or more resistant, no additional force will be used and a refusal should be noted in the report.
 - 3. In felony cases, force which reasonably appears necessary to overcome the resistance to the blood draw may be permitted.

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Impaired Driving

- (g) Ensure the use of force and methods used to accomplish the collection of the blood sample are documented in the related report.

If a supervisor is unavailable, officers are expected to use sound judgment and perform as a responding supervisor, as set forth above.

504.7 SERVICE OF SUSPENSION

If the driver submits to a breath, blood, or urine test and the results indicate an alcohol concentration or the presence of drugs or other intoxicating substances in violation of the provisions of Idaho Code 18-8004, Idaho Code 18-8004C, or Idaho Code 18-8006, the officer shall, acting on behalf of the Idaho Transportation Department (ITD), serve the person with a notice of suspension and notice of the requirement to install, at his/her expense, a state-approved ignition interlock system for a period of one year following the end of the suspension period (Idaho Code 18-8002A(5)).

Within five business days of serving a person with the notice of suspension, the arresting officer shall forward the following to the ITD (Idaho Code 18-8002A(5)):

- (a) A copy of the completed notice of suspension and notice of the requirement to install the ignition interlock system.
- (b) A certified copy or duplicate original of the results of all breath tests for alcohol concentration.
- (c) The arresting officer's sworn statement, which may incorporate any arrest or incident report relevant to the arrest and evidentiary testing, setting forth:
 1. The identity of the person.
 2. The legal cause to stop the person.
 3. The officer's legal cause to believe that the person was DUI.
 4. That the person was advised of the consequences of taking and failing the evidentiary test.
 5. That the person was lawfully arrested.
 6. That the person was tested for alcohol concentration, drugs, or other intoxicating substances and that the result of the test indicated an alcohol concentration or the presence of drugs or other intoxicating substances in violation of Idaho Code 18-8004, Idaho Code 18-8004C, or Idaho Code 18-8006.

504.8 RECORDS SECTION RESPONSIBILITIES

The Police Clerk will ensure that all case-related records are transmitted according to current records procedures and as required by the prosecuting attorney's office.

504.9 ADMINISTRATIVE HEARINGS

The Police Clerk will ensure that all appropriate reports and documents related to administrative license suspensions are reviewed and forwarded to the ITD.

Emmett Police Department

Emmett PD ID Policy Manual

Impaired Driving

Any officer who receives notice of required attendance to an administrative license suspension hearing should promptly notify the prosecuting attorney.

An officer called to testify at an administrative hearing should document the hearing date and the ITD file number in a supplemental report. Specific details of the hearing generally should not be included in the report unless errors, additional evidence or witnesses are identified. The Records Section should forward this to the prosecuting attorney as part of the case file.

504.10 TRAINING

The Administrative Sergeant should ensure that officers participating in the enforcement of DUI laws receive regular training. Training should include, at minimum, current laws on impaired driving, investigative techniques and rules of evidence pertaining to DUI investigations. The Administrative Sergeant should confer with the prosecuting attorney's office and update training topics as needed.

Traffic Citations

505.1 PURPOSE AND SCOPE

This policy outlines the responsibility for traffic citations, the procedure for dismissal, correction, and voiding of traffic citations.

505.2 RESPONSIBILITIES

The Patrol Supervisor shall be responsible for the development and design of all traffic citations in compliance with applicable law.

The Records Section shall be responsible for the supply and accounting of all traffic citations issued to employees of this department.

505.3 DISMISSAL OF TRAFFIC CITATIONS

Employees of this department do not have the authority to dismiss a citation once it has been issued. Any request from a recipient to dismiss a citation shall be referred to the Chief of Police. Upon a review of the circumstances involving the issuance of the traffic citation, the Chief of Police may recommend dismissal of the traffic citation. The citation will be forwarded to the appropriate court with a request for dismissal. All recipients of traffic citations whose request for the dismissal of a traffic citation has been denied shall be referred to the Prosecutor's Office.

Should an officer determine during a court proceeding that a traffic citation should be dismissed in the interest of justice or where prosecution is deemed inappropriate the officer may request the court to dismiss the citation. Upon dismissal of the traffic citation by the court, the officer shall notify his/her immediate supervisor of the circumstances surrounding the dismissal and shall complete any paperwork as directed or required. The citation dismissal shall then be forwarded to the Patrol Supervising Officer for review.

505.4 VOIDING TRAFFIC CITATIONS

Voiding a traffic citation may occur when a traffic citation has not been completed or where it is completed, but not issued. All copies of the citation shall be turned into the inbox by the end of the officers shift.

505.5 CORRECTION OF TRAFFIC CITATIONS

When a traffic citation is issued and in need of correction, the officer issuing the citation shall submit the citation and a letter requesting a specific correction to his/her immediate supervisor. The immediate supervisor shall prepare a letter of correction to the court having jurisdiction and to the recipient of the citation.

Emmett Police Department

Emmett PD ID Policy Manual

Traffic Citations

505.6 DISPOSITION OF TRAFFIC CITATIONS

The court and file copies of all traffic citations issued by members of this department shall be forwarded to the employee's immediate supervisor for review. The citation copies shall then be filed with Records Section.

Employees shall return all unused citations to the Records Section upon separation from employment with the this department.

505.7 JUVENILE CITATIONS

Completion of traffic citation forms for juveniles may vary slightly from the procedure for adults. The juvenile's age, place of residency, and the type of offense should be considered before issuing the juvenile a citation.

Disabled Vehicles

506.1 PURPOSE AND SCOPE

The Emmett Police Department has a responsibility to provide assistance to disabled motorists within their primary jurisdiction.

506.2 OFFICER RESPONSIBILITY

When an on-duty officer observes a disabled vehicle on the roadway, the officer should make a reasonable effort to provide assistance. If that officer is assigned to a call of higher priority, the dispatcher should be advised of the location of the disabled vehicle and the need for assistance. The dispatcher should then assign another available officer to respond for assistance as soon as practical.

506.3 EXTENT OF ASSISTANCE

In most cases, a disabled motorist will require assistance. After arrangements for assistance are made, continued involvement by personnel from this department will be contingent on the time of day, the location, the resources availability to this department, and the vulnerability of the disabled motorist.

506.3.1 MECHANICAL REPAIRS

Police Department personnel shall not make mechanical repairs to a disabled vehicle. The use of push bumpers to relocate vehicles to a position of safety is not considered a mechanical repair.

506.3.2 RELOCATION OF DISABLED VEHICLES

The relocation of disabled vehicles by members of this department by pushing or pulling a vehicle should only occur when the conditions reasonably indicate that immediate movement is necessary to reduce a hazard presented by the disabled vehicle.

506.3.3 RELOCATION OF DISABLED MOTORIST

The relocation of a disabled motorist should only occur with the person's consent and should be suggested when conditions reasonably indicate that immediate movement is necessary to mitigate a potential hazard. The department member may stay with the disabled motorist or transport him/her to a safe area to await pickup.

Parked and Abandoned Vehicle Violations

507.1 PURPOSE AND SCOPE

This policy provides procedures for the marking, recording, and storage of vehicles parked in violation of laws regulating parking of vehicles under Idaho Code 49-659 through Idaho Code 49-662, and abandoned vehicles under the authority of Idaho Code 49-1801; Idaho Code 49-1802 and Idaho Code 49-1804.

507.2 MARKING ABANDONED VEHICLES

Vehicles that officers have reasonable grounds to believe have been abandoned which do not fall within the class of “emergency circumstances” shall have attached thereto, in plain view, a notice that this vehicle will be towed away at the expiration of forty-eight (48) hours as an abandoned vehicle.

The notice shall contain:

- The name of the officer who prepared the notice
- The name of the agency of the officer
- The date and time the notice was attached
- The date and time when the vehicle will be removed
- The telephone number and address of the agency

A reasonable attempt shall be made to notify by telephone the owner of any vehicle which has current license plates and registration as shown on the vehicle registration record, prior to the expiration of the 48 hour notice period, of the location of the vehicle and the time and date of intent to remove the vehicle (Idaho Code 49-1804).

507.2.1 MARKED VEHICLE FILE

The Emmett Police Department shall be responsible for maintaining a file for all Marked Vehicle Cards.

Patrol officers shall be responsible for the follow up investigation of all 48-hour parking violations noted in the Marked Vehicle files.

507.2.2 VEHICLE STORAGE

Whenever an officer removes a vehicle from a highway, or from public or private property he/she shall take, or cause to be taken, the vehicle to the nearest garage or other place of safety. At the time of removal, the officer shall record the mileage of the vehicle (Idaho Code 49-1808).

An impound and storage notice form shall be submitted to the Records Section immediately following the storage of the vehicle.

Within 48 hours of the storage of any such vehicle, excluding weekends and holidays, it shall be the responsibility of the Records Section to determine the names and addresses of any individuals

Emmett Police Department

Emmett PD ID Policy Manual

Parked and Abandoned Vehicle Violations

having an interest in the vehicle through ITD or ILETS computers. Notice to all such individuals shall be sent by certified mail within the 48-hour time period listed above (Idaho Code 49-1805(2)).



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Emmett Fire Department
Agency's Address: 231 S Washington Ave
Emmett, Idaho 83617

Attention: Chief Curt Christensen

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Prepared By: Scott Pallack

Program Start Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Emmett Fire Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

| QTY | DESCRIPTION | UNIT PRICE | EXTENDED |
|-----|---|---------------|-------------------|
| 2 | Fire & EMS Learning Platform (12 Months) | USD 86.00 | USD 172.00 |
| 4 | Fire Learning Platform (12 Months) | USD 46.00 | USD 184.00 |
| 4 | EMS Learning Platform (12 Months) | USD 51.00 | USD 204.00 |
| | Subscription Line Items Total | | USD 560.00 |
| 1 | FireRescue1 & EMS1 Academy Account Set-Up (12 Months) | USD 300.00 | USD 300.00 |
| | One-Time Line Items Total | | USD 300.00 |
| | | | USD 860.00 |
| | | TOTAL: | USD 860.00 |

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Notes

Account set-up is a one-time initial service fee.

Exhibit B

Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"): provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Product-Specific Terms; Ownership; Right to Use.** This Section pertains to specific products and services offered by Lexipol and its affiliates. If Agency has selected a particular product or service referenced below, the applicable Section(s) and associated supplemental terms will apply. If Agency has not selected a particular product or service referenced below, the subsection referencing such product or service shall not apply.
 - 3.1 **Policy Subscriptions and Materials.** This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Policy Subscription Materials, as defined below.
 - i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
 - ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other

Exhibit B

governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

3.2 **Learning Management System.** This Section applies when Agency subscribes to Lexipol's Learning Management System ("LMS"). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of "Derivative Work" in Lexipol's General Terms and Conditions, is Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency's purchase of LMS Subscription Services is also subject to the LMS Master Service Agreement located at: <https://www.lexipol.com/lms-master-service-agreement>.

3.3 **Grant Services.** This Section applies when Agency subscribes to Lexipol's Grant Writing, Consulting, and/or GrantFinder services, offered by Praetorian Digital. If Agency selects Grant Writing services, Agency takes full responsibility for submitting information reasonably required by Praetorian Digital in a timely manner. All Agency materials must be received 5 days prior to the grant application close date, and Agency is responsible for all submissions of final grant applications by grant deadlines. Failure to submit requested materials to write grant applications on time will result in rollover of project services and fees to next grant application cycle. Requests for cancellation of Grant Writing services will result in a 50% fee of the total value of the service. Invoices for Grant Writing services will be sent as soon as work begins for the applicable target grant. Complete payment must be received no later than thirty (30) days after receipt of invoice. In the event Agency has not made timely payment on an invoice, Lexipol/Praetorian Digital reserves the right to suspend all Grant services until payment is received in full and may terminate Agency's access to GrantFinder, if applicable. Invoices over thirty (30) days past due shall be charged a twenty-five dollar (\$25) late fee. Agency's purchase of the Grant services is also subject to the GrantFinder Master Subscription Agreement located at <http://www.lexipol.com/GTGF-Master-ServiceAgreement>.

3.4 **Cordico Wellness Applications.** This Section applies when Agency subscribes to Lexipol's Wellness Applications, offered by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the "Wellness Services"). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency's right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency's purchase of Wellness Services is also subject to Cordico's Terms and Conditions located at <https://www.cordico.com/terms-and-conditions/> and the Terms and Conditions set forth within each Wellness Application.

Exhibit B

- 3.5 Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.
4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
5. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.
6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

Emmett Fire Department

501 E. Main St.

Emmett, ID 83617



Mayor I make the motion to approve Emmett Fire Department using the Lexipol's training platform and for the Mayor to sign the agreement.



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STUART C IRBY BR 1093 SALT LAKE CTY
5225 WEST 2400 SOUTH ENGLAND ST
C/O CODALE
SALT LAKE CITY UT 84120-0000
Fax

INVOICE

| | |
|--|---|
| INVOICE DATE | ORDER NUMBER |
| 11/09/21 | S012557913.001 |
| PLEASE REMIT PAYMENT TO: | |
| STUART C. IRBY CO. PO Box 843959 DALLAS TX 75284 | |
| TO VIEW OR PAY ONLINE GO TO: | http://irby.billtrust.com |
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CITY OF EMMETT
INFORMATION TECHNOLOGY
501 E MAIN ST
EMMETT ID 83617-0000

CITY OF EMMETT
INFO TECH %MIKE KNITTEL
501 E MAIN ST
EMMETT ID 83617-0000

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | ORDERED BY | JOB/RELEASE NUMBER | OUTSIDE SALESPERSON | |
|--------------------|--|-----------------|--------------------|---------------------|------------|
| 240998 | Mike K 08.03.21 | Mike K | | Michael A Perry | |
| INSIDE SALESPERSON | SHIP VIA | TERMS | SHIP DATE | ORDER DATE | |
| JAY M SORENSON | DIRECT | NET DUE 30 DAYS | 11/09/21 | 08/03/21 | |
| LINE | DESCRIPTION | ORDER QTY | SHIP QTY | NET UNIT PRC | EXT AMOUNT |
| 3 | *DURL 10014512 THREE-WAY DIVIDED REEL/ 7,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ BLUE/BLEU/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ GREEN/GREEN/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ ORANGE/ORANGE/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 | 7500 | 7500 | 0.860E | 6450.00 |
| 4 | *DURL 10014512 THREE-WAY DIVIDED REEL/ 7,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ BLUE/BLEU/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ GREEN/GREEN/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ ORANGE/ORANGE/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 | 7500 | 7500 | 0.860E | 6450.00 |

All payments are due by 12/09/21.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT

INVOICE

| | |
|--|----------------|
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C/O CODALE
SALT LAKE CITY UT 84120-0000
Fax

SHIP TO

CITY OF EMMETT
INFO TECH & MIKE KNITTEL
501 E MAIN ST
EMMETT ID 83617-0000

CITY OF EMMETT
INFORMATION TECHNOLOGY
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| LINE | DESCRIPTION | ORDER QTY | SHIP QTY | NET UNIT PRC | EXT AMOUNT |
|------|--|-----------|----------|--------------|------------|
| 1 | *DURL 10014512 THREE-WAY DIVIDED REEL/ 7,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ BLUE/BLUE/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 | 7500 | 7500 | 0.860E | 6450.00 |
| 2 | *DURL 10014512 THREE-WAY DIVIDED REEL/ 7,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ BLUE/BLUE/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ GREEN/GREEN/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ ORANGE/ORANGE/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 1-1/4" SDR-11 /REG/STRAIGHT/RIBS/ ORANGE/ORANGE/STANDARD SILICORE/EMPTY/ INK JET/STANDARD PRINT/2,500 | 7500 | 7500 | 0.860E | 6450.00 |

| | | | | | |
|----------------------------|--------|------------------------------|-----------------|-------------------|-----------------|
| CUSTOMER NUMBER | 240998 | CUSTOMER ORDER NUMBER | Mike K 08.03.21 | ORDERED BY | Mike K |
| INSIDE SALESPERSON | | SHIP VIA | DIRECT | TERMS | NET DUE 30 DAYS |
| JAY M SORENSON | | SHIP DATE | 11/09/21 | ORDER DATE | 08/03/21 |
| OUTSIDE SALESPERSON | | JOB/RELEASE NUMBER | | ORDER DATE | |

All payments are due by 12/09/21.

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SHIP TO

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 INFO TECH MIKE KNITTEL
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| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | ORDERED BY | JOB/RELEASE NUMBER | OUTSIDE SALESPERSON |
|--------------------|-----------------------|-----------------|--------------------|---------------------|
| 240998 | Mike K 08.03.21 | Mike K | | Michael A Perry |
| INSIDE SALESPERSON | SHIP VIA | TERMS | SHIP DATE | ORDER DATE |
| JAY M SORENSON | DIRECT | NET DUE 30 DAYS | 11/09/21 | 08/03/21 |

| LINE | DESCRIPTION | ORDER QTY | SHIP QTY | NET UNIT PRC | EXT AMOUNT |
|------|---|-----------|----------|--------------|------------|
| | ***** Quote Valid To Date: 08.09.21 ***** LEAD TIME 12.5-13 WEEKS EST. SHIP DATE 11.17.21 | | | | |

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 determine proof of delivery signatures

| | |
|------------------------|----------|
| Subtotal | 25800.00 |
| S&H Charges | 0.00 |
| Sales Tax | 0.00 |
| AMOUNT DUE | 25800.00 |

All payments are due by 12/09/21.

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STATE OF IDAHO

COUNTY OF Gem

} ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 8, 2021, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on November 2, 2021, as shown by the records now on file in the County Clerk's office.



William Butts

A. Bryan Elliott

County Board of Canvassers

Attest: Shelly Sileo
County Clerk

**GEM COUNTY RESULTS
NOVEMBER 02, 2021 ELECTION**

| Precinct | CITY OF EMMETT COUNCILMAN POSITION | | | | EMMETT INDEPENDENT SCHOOL DISTRICT #221 TRUSTEES POSITION | | | | | | | | GEM COUNTY FIRE DISTRICT #1 COMMISSIONERS POSITION | |
|------------------|------------------------------------|-------------|---------------|---------------|---|------------------|----------------|-----------------|--------------|--------------|---------------|-------------------|--|-----------------|
| | Gwen (Wendie) Ears | Jody Harris | Steve Nebeker | Gary Resinkin | Mona (Moeban) Barnes | Heather Chandler | Terry A. Jones | Carmen N. Tyack | Janet Hines | Caleb Hoobey | Ronnie Weekes | Jennifer Standley | David Timony | A. Ralph Gurney |
| 01 Central | 46 | 80 | 101 | 86 | 20 | 33 | 43 | 18 | 75 | 34 | 71 | 30 | | |
| 02 North Emmett | 49 | 80 | 93 | 71 | 23 | 38 | 52 | 25 | 50 | 29 | 52 | 34 | 1 | 1 |
| 03 Butteview | 63 | 94 | 128 | 99 | 26 | 51 | 72 | 12 | 76 | 37 | 91 | 59 | 5 | 1 |
| 04 South Emmett | 54 | 83 | 114 | 100 | 18 | 40 | 59 | 21 | 70 | 37 | 92 | 44 | 2 | 1 |
| 05 West Emmett | 10 | 15 | 15 | 13 | 23 | 48 | 68 | 47 | 88 | 54 | 98 | 37 | 72 | 63 |
| 06 Emerson | 19 | 17 | 26 | 23 | 27 | 49 | 68 | 41 | 60 | 51 | 81 | 38 | 59 | 50 |
| 07 Lincoln | 21 | 32 | 31 | 28 | 24 | 39 | 69 | 20 | 70 | 45 | 81 | 38 | 53 | 38 |
| 08 Leitha | | | | | 29 | 38 | 50 | 34 | 61 | 44 | 77 | 27 | 62 | 41 |
| 09 Hanna | | | | | 26 | 57 | 113 | 26 | 84 | 67 | 124 | 61 | 101 | 81 |
| 10 Brick | | | | | 20 | 60 | 74 | 26 | 108 | 46 | 98 | 46 | 84 | 90 |
| 11 Bench | | | | | 13 | 55 | 59 | 16 | 85 | 45 | 100 | 37 | 86 | 54 |
| 12 Sweet/Montour | | | | | 12 | 27 | 58 | 22 | 42 | 58 | 63 | 28 | | |
| 13 Ola | | | | | 7 | 7 | 36 | 2 | 11 | 27 | 25 | 16 | | |
| Absentee | 79 | 114 | 151 | 117 | 66 | 121 | 180 | 78 | 246 | 156 | 251 | 142 | 185 | 72 |
| CO. TOTAL | 341 | 515 | 659 | 537 | 334 | 663 | 1,001 | 388 | 1,126 | 730 | 1,304 | 637 | 710 | 492 |

**GEM COUNTY RESULTS
NOVEMBER 02, 2021 ELECTION**

| | VOTING STATISTICS | | | | |
|------------------|---|------------------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Precinct | Total Number of Registered Voters at Cutoff | Number Election Day Registrants | Total Number of Registered Voters | Number of Ballots Cast | % of Registered Voters That Voted |
| 01 Central | 735 | 8 | 743 | 127 | 17.1% |
| 02 North Emmett | 702 | 6 | 708 | 117 | 16.5% |
| 03 Butteview | 929 | 7 | 936 | 158 | 16.9% |
| 04 South Emmett | 834 | 7 | 841 | 143 | 17.0% |
| 05 West Emmett | 1,267 | 10 | 1,277 | 172 | 13.5% |
| 06 Emerson | 1,243 | 0 | 1,243 | 153 | 12.3% |
| 07 Lincoln | 1,042 | 1 | 1,043 | 148 | 14.2% |
| 08 Letha | 1,188 | 7 | 1,195 | 131 | 11.0% |
| 09 Hanna | 917 | 12 | 929 | 195 | 21.0% |
| 10 Brick | 782 | 6 | 788 | 182 | 23.1% |
| 11 Bench | 900 | 6 | 906 | 151 | 16.7% |
| 12 Sweet/Montour | 658 | 7 | 665 | 120 | 18.0% |
| 13 Ola | 121 | 0 | 121 | 46 | 38.0% |
| Absentee | N/A | N/A | N/A | 475 | N/A |
| CO. TOTAL | 11,318 | 77 | 11,395 | 2,318 | 20.3% |



*Office of the City Clerk
501 E. Main Street
Emmett, ID 83617
208-365-6050*

December 7, 2021

*TO: Emmett City Council
RE: Motion to Approve Election Results*

Recommended Motion: I motion to accept and approve the official 2021 canvas of election results of November 2, 2021 as submitted by the Gem County Clerk.

*Lyleen Jerome
City Clerk/Treasurer/HR
208-365-6050*