



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

**CITY COUNCIL MEETING AGENDA**  
**Monday, May 11, 2026**  
**5:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, May 11, 2026 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PRESENTATIONS:

1. Minnesota Power Integrated Resource Plan Update

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, April 27, 2026 Workession and Regular Meetings.

VERIFIED CLAIMS:

3. Approve the verified claims for the period April 21, 2026 to May 4, 2026 in the total amount of \$635,655.84.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Acknowledge the following minutes for Boards & Commissions:
  1. January 6, 2026 Arts & Culture Commission
  2. January 15, 2026 Police Community Advisory Board
  3. March 25, 2026 Human Rights Commission
  4. March 26, 2026 GREDA
  5. April 2, 2026 Planning Commission

CONSENT AGENDA:

5. Consider providing notice of intent regarding solid waste license agreement
6. Consider authorizing advertisement for bids for the Taxiway A North Reconstruction Phase 2 project at the GPZ Airport.

7. Consider authorizing advertisement for bids for Snow Removal Equipment -Carrier Vehicle with Bucket at the GPZ Airport
8. Consider updates to seasonal employment at Pokegama Golf Course and Public Works.
9. Consider approving fifteen updated policies for the Grand Rapids Police Department to comply with MN POST Boards mandated polices
10. Consider approving on-sale liquor license for Grand Rapids Speedway
11. Consider authorizing public works staff to obtain quotes for snow removal equipment
12. Consider authorizing public works staff to obtain quotes for building removal
13. Consider approving temporary liquor license for Thunderhawk Blue Line Club Walleye Shootout Event
14. Consider approving updates to City Social Media Policy.
15. Consider approving policy updates to City of Grand Rapids Personnel Policies relating to expense reimbursements.
16. Consider approving seasonal golf contractors
17. Consider allowing the Police Department to enter a contract with LETAC USA Policy360 / Procedures360 for the purposes establishing and maintaining Police Policy
18. Consider adopting a resolution approving updated City-wide fee schedule

SET REGULAR AGENDA:

ADMINISTRATION:

19. Consider approving a purchase agreement with Park State Bank related to PIN 91-420-1730
20. Consider approving proposals with Braun Intertec and Bolton & Menk for preliminary engineering services related to PIN 91-420-1730

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

21. Conduct a public hearing to consider vacating a portion of street right-of-way within Grand Rapids Second Addition.

COMMUNITY DEVELOPMENT:

22. Consider the adoption of a resolution vacating a portion of street right-of-way within Grand Rapids Second Division.

COUNCIL:

23. Consider authorizing letter of support for U.S. Highway 169 Expansion from Taconite to Pengilly.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY MAY 26, 2026 AT 5:00 PM

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct all City meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk



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**CITY COUNCIL WORKSESSION MINUTES**

**Monday, April 27, 2026**

**4:00 PM**

Mayor Connelly called the meeting to order at 4:00 PM.

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Rick Blake, Councilor Dan Mertes

ABSENT: Councilor Tom Sutherland

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Matt Wegwerth, Erik Scott, Rob Mattei

**BUSINESS:**

1. Review Solid Waste Ordinance

Engineer/PW Director Matt Wegwerth provided overview of proposed changes to the Solid Waste Ordinance. If approved, the City would no longer contract with Waste Management and open up service choices to residents.

**REVIEW OF REGULAR AGENDA:**

Upon review, no changes or additions are noted.

There being no further business, the meeting adjourned at 4:18 PM.

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk



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**CITY COUNCIL MEETING MINUTES**  
**Monday, April 27, 2026**  
**5:00 PM**

Mayor Connelly called the meeting to order at 5:00 PM.

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Rick Blake, Councilor Dan Mertes. ABSENT: Councilor Tom Sutherland.

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Rob Mattei, Will Richter, Carl Babich, Sam Grigsby, Amy Dettmer, Chery Pierzina

VISITORS: Linda Harringer, Renee Ducharme

**POSITIVE HAPPENINGS IN THE CITY:**

Mayor Connelly acknowledged staff years of service and congratulated GRHS Drama department for their successful production of Hades Town.

**PUBLIC FORUM:**

No one from the public wished to speak.

**COUNCIL REPORTS:**

Councilor Blake reviewed various meetings he attended and provided legislative updates.

**APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, April 13, 2026 Regular Council meeting.

Motion made by Councilor Mertes, Seconded by Councilor Blake to approve Council minutes as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period April 7, 2026 to April 20, 2026 in the total amount of \$220,173.65.

Motion made by Councilor MacGregor, Seconded by Councilor Mertes to approve the verified claims as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

## ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Acknowledged the following:
  - ~ February 11, 2026 Library Board Meeting
  - ~ March 11, 2026 Golf Board Meeting
  - ~ March 11, 2026 Library Board Meeting

## CONSENT AGENDA:

4. Consider approval of a resolution authorizing a grant request to MN IRRR for demolition work associated with a project to replace equipment at the Itasca Curling Club.

**Adopted Resolution 26-16**

5. Consider approving the attached memorandum establishing the 2026 goals for the City Administrator
6. Consider Voiding Lost Accounts Payable Check and Issue Replacement Check.
7. Adopt a resolution calling a public hearing on tax abatement and issuance of a general obligation tax abatement bond.

**Adopted Resolution 26-17**

8. Consider accepting the resignation of Amy Blomquist from the Human Rights Commission
9. Consider authorizing the Library Director to apply for a Minnesota Association of Library Friends Good Neighbor Grant
10. Consider adopting a standard agreement with Requests for Proposals for professional services
11. Considering approving the HMEP grant from the Minnesota Department of Public Safety.

**Adopted Resolution 26-18**

12. Authorize the Fire Chief to file an attestation with PERA to correct a retirement payout.
13. Consider Voiding Lost Accounts Payable Check and Issue Replacement Check.
14. Consider rehiring Shari Huson as seasonal golf shop assistant at Pokegama Golf Course.
15. Consider approving an agreement with LHB for the Horn Bridge Rehabilitation Study
16. Consider authorizing staff to request proposals for engineering services related to the Block 19 Improvements
17. Consider after the fact approval of an agreement with Point 7 Group for consulting services related to a municipal dispensary

Motion made by Councilor Blake, Seconded by Councilor Mertes to approve the Consent agenda as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

#### SET REGULAR AGENDA:

Motion made by Councilor MacGregor, Seconded by Councilor Blake to approve the Regular agenda as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

#### COMMUNITY DEVELOPMENT:

18. Consider authorizing staff to submit a lease agreement application to BNSF Railway Company.

Motion made by Councilor MacGregor, Seconded by Councilor Mertes to approve authorizing staff to submit lease agreement application to BNSF Railway as requested. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

#### ENGINEERING PUBLIC WORKS:

19. Consider adopting a resolution accepting the Highway 2 Corridor Study

Motion made by Councilor Blake, Seconded by Councilor MacGregor to **adopt Resolution 26-19**, accepting Highway 2 Corridor Study. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

#### POLICE:

20. Consider adopting a resolution to accept a \$250 donation from the Itasca County YMCA, for the Grand Rapids Police Reserve Unit, for volunteer services at 2026 Itasca Father Daughter Ball.

Motion made by Councilor MacGregor, Seconded by Councilor Mertes to **adopt Resolution 26-20**, accepting donation from Itasca County YMCA for Police Reserve as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

#### PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

21. Conduct a Public Hearing to consider the adoption of an Ordinance amending and updating sections of Municipal Code Chapter 30 - Land Development Regulations (R-4 Maximum Height).

Mayor Connelly stated the purpose of the public hearing, noting that all those wishing to be heard on the matter may do so upon the opening of the public hearing. Staff confirmed that all required notices were made and there has been no correspondence received by the City Clerk's office.

Zoning Administrator, Will Richter, presented proposed changes.

Motion made by Councilor MacGregor, Seconded by Councilor Blake to open the public hearing. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

No one from the public wished to speak, therefore the following motion was made.

Motion made by Councilor MacGregor, Seconded by Councilor Mertes to close the public hearing. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

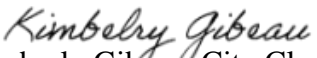
COMMUNITY DEVELOPMENT:

22. Consider the recommendation of the Planning Commission regarding the adoption of an Ordinance amending and updating sections of Municipal Code Chapter 30 - Land Development Regulations (R-4 Maximum Height).

Motion made by Councilor Blake, Seconded by Councilor MacGregor to **adopt City Ordinance 26-04-03**, amending and updating sections of Municipal Code Chapter 30. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

There being no further business, the meeting adjourned at 5:45 PM.

Respectfully submitted:

  
Kimberly Gibeau, City Clerk

## Summary Report

| <b>VENDOR NAME/INVOICE #</b>  | <b>AMOUNT</b> |
|-------------------------------|---------------|
| ACHESON TIRE INC              | \$ 35.00      |
| ASHLEY BRUBAKER               | \$ 533.80     |
| AXON ENTERPRISE INC           | \$ 1,688.21   |
| BERTS TRUCK EQUIPMENT OF      | \$ 344,049.00 |
| BETZ EXTINGUISHER COMPANY     | \$ 75.00      |
| BURGGRAF'S ACE HARDWARE       | \$ 373.73     |
| CARQUEST AUTO PARTS           | \$ 143.88     |
| CENTRAL-MCGOWAN INC           | \$ 71.00      |
| CLIFTONLARSONALLEN LLP        | \$ 38,797.50  |
| COLE HARDWARE INC             | \$ 313.56     |
| DAKOTA FLUID POWER, INC       | \$ 166.57     |
| DANIEL SKOGLUND               | \$ 215.16     |
| DAVIS OIL INC                 | \$ 1,239.12   |
| DONDELINGER DODGE             | \$ 855.86     |
| DTM FLEET SERVICE LLC         | \$ 1,505.23   |
| DYNAMIC GARAGE DOOR           | \$ 1,681.96   |
| FASTENAL COMPANY              | \$ 445.48     |
| GARTNER REFRIGERATION CO      | \$ 293.76     |
| GOVCONNECTION INC             | \$ 1,270.20   |
| GRAND RAPIDS GM INC           | \$ 415.79     |
| KELLER FENCE COMPANY          | \$ 675.00     |
| L&M SUPPLY                    | \$ 183.31     |
| LARSON ELEVATOR COMPANY       | \$ 1,260.00   |
| MCCOY CONSTRUCTION & FORESTRY | \$ 176.05     |
| MICHELS LAW                   | \$ 8,750.00   |
| MITCHELL1                     | \$ 2,028.00   |
| MN POLLUTION CONTROL AGENCY   | \$ 917.37     |
| MN STATE RETIREMENT SYSTEM-GR | \$ 2,195.60   |
| MOMENTUM ADVOCACY LLP         | \$ 2,200.00   |
| MONROE TOWMASTER LLC          | \$ 374.76     |
| MORTON SALT                   | \$ 13,170.24  |
| NORTHLAND COUNSELING CENTER   | \$ 240.00     |
| NORTHLAND LAWN & SPORT LLC    | \$ 37.19      |
| POMP'S TIRE SERVICE INC       | \$ 13,676.30  |
| PUBLIC UTILITIES COMMISSION   | \$ 9,204.69   |
| RMB ENVIRONMENTAL             | \$ 20.00      |
| ROAD MACHINERY & SUPPLIES CO  | \$ 176.70     |
| SAFETY KLEEN SYSTEMS INC      | \$ 569.10     |
| STATT LLC                     | \$ 975.00     |

**CITY OF GRAND RAPIDS BILL LIST - May 11, 2026**

Item 3.

**Summary Report**

|                                    |  |    |          |
|------------------------------------|--|----|----------|
| STREICHER'S INC                    |  | \$ | 1,077.10 |
| SUPERONE FOODS NORTH               |  | \$ | 53.47    |
| TACTICAL SOLUTIONS                 |  | \$ | 914.00   |
| THE TESSMAN COMPANY                |  | \$ | 114.50   |
| TREASURE BAY PRINTING              |  | \$ | 21.50    |
| VESTIS GROUP, INC                  |  | \$ | 272.00   |
| VIKING AUTOMATIC SPRINKLER COMPANY |  | \$ | 797.50   |

**TOTAL UNPAID TO BE APPROVED IN THE SUM OF:**     \$     454,249.19

**CHECKS ISSUED/PRIOR APPROVAL:**

|                                 |                   |    |           |
|---------------------------------|-------------------|----|-----------|
| AMAZON CAPITAL SERVICES         | 1WCW-FGCQ-CYFG    | \$ | 39.65     |
| AMAZON CAPITAL SERVICES         | 19W7-7XPK-C7CL-L  | \$ | 42.48     |
| AMAZON CAPITAL SERVICES         | 1YRQ-RVCW-DKJ3-L  | \$ | 32.42     |
| ANDY MORGAN                     | 04223             | \$ | 47.08     |
| ASHLEY MORAN                    | 031126            | \$ | 12.00     |
| ASHLEY MORAN                    | 042226            | \$ | 12.00     |
| AT&T MOBILITY                   | 27192179          | \$ | 1,590.59  |
| BRIAN MATTSON                   | 042226            | \$ | 19.00     |
| CANON FINANCIAL SERVICES, INC   | 42988898          | \$ | 62.01     |
| CANON FINANCIAL SERVICES, INC   | 42988897-G        | \$ | 45.48     |
| CENTURYLINK QC                  | 333508017/Apr26-C | \$ | 54.80     |
| CIRCLE K/HOLIDAY                | 111202151         | \$ | 77.20     |
| CONSTELLATION NEWENERGY-GAS DIV | 4576841           | \$ | 3,751.44  |
| DALE SCHNEIDER                  | 041726            | \$ | 329.50    |
| DIANA R MAGNER                  | 042926-L          | \$ | 125.00    |
| DLL FINANCE LLC                 | 66251490-G        | \$ | 1,168.90  |
| EMILY LINDNER                   | 041326-L          | \$ | 175.00    |
| ENTERPRISE FM TRUST             | FBN5608557        | \$ | 59,302.98 |
| ERIK SCOTT                      | 041726            | \$ | 338.31    |
| FIDELITY SECURITY LIFE          | 3319324           | \$ | 102.09    |
| FIRE INSTRUCTION & RESCUE ED    | 7994              | \$ | 6,000.00  |
| HEIDI A RAMSEY                  | 2026-003          | \$ | 1,500.00  |
| HEROES RISE COFFEE COMPANY      | 000144            | \$ | 95.00     |
| HOLIDAY STATIONSTORES LLC       | 027901052600      | \$ | 264.00    |
| HOME DEPOT CREDIT SERVICES      | 1091/022426-C     | \$ | 34.68     |
| HOME DEPOT CREDIT SERVICES      | 1091/041026       | \$ | 314.48    |
| HUNTINGTON NATIONAL BANK, THE   | 2641288-G         | \$ | 5,725.99  |
| ICTV - Grand Rapids             | MC/1STQTR26/FEES  | \$ | 9,005.38  |
| ICTV - Grand Rapids             | 5062              | \$ | 5,000.00  |
| ITASCA COUNTY HEALTH &          | 042726            | \$ | 800.00    |

**CITY OF GRAND RAPIDS BILL LIST - May 11, 2026**

Item 3.

**Summary Report**

|                                |                              |    |           |
|--------------------------------|------------------------------|----|-----------|
| ITASCA COUNTY RECORDER         | D Bartell/Corrected Cem Deed | \$ | 46.00     |
| JUSTIN EDMUNDSON               | 042226                       | \$ | 19.00     |
| LAKE COUNTRY POWER             | 8705029400/Mar26             | \$ | 55.23     |
| MARCO TECHNOLOGIES, LLC        | 579150012-L                  | \$ | 165.65    |
| MARCO TECHNOLOGIES, LLC        | INV15140983-G                | \$ | 3.18      |
| MARCO TECHNOLOGIES, LLC        | INV15198916                  | \$ | 41.42     |
| MARCO TECHNOLOGIES, LLC        | INV15198841                  | \$ | 97.85     |
| MATTHEW WEGWERTH               | 013126                       | \$ | 217.50    |
| MATTHEW WEGWERTH               | 022826                       | \$ | 217.50    |
| MATTHEW WEGWERTH               | 033126                       | \$ | 217.50    |
| MATTHEW WEGWERTH               | 043026                       | \$ | 217.50    |
| METROPOLITAN LIFE INSURANCE CO | TS05396331 - MAY 26          | \$ | 2,564.47  |
| MICHELLE JOHNSON               | 032626                       | \$ | 107.45    |
| MINNESOTA ENERGY RESOURCES     | 0507783569-01/Mar26-L        | \$ | 374.70    |
| MINNESOTA ENERGY RESOURCES     | 0502903931-02/Mar26          | \$ | 48.77     |
| MINNESOTA ENERGY RESOURCES     | 0502380460-01/Mar26          | \$ | 800.86    |
| MINNESOTA ENERGY RESOURCES     | 0506372672-01/Mar26          | \$ | 1,231.20  |
| MINNESOTA ENERGY RESOURCES     | 0502809781-03/Apr26          | \$ | 18.00     |
| MINNESOTA ENERGY RESOURCES     | 0508787492-09/Apr26          | \$ | 18.00     |
| MINNESOTA ENERGY RESOURCES     | 0508787492-07/Apr26          | \$ | 269.01    |
| MINNESOTA MN IT SERVICES       | DV26030436                   | \$ | 467.35    |
| MINNESOTA UNEMPLOYMENT COMP FD | 07974595 1st QTR 2026        | \$ | 5,690.54  |
| MN DEPT OF PUBLIC SAFETY       | GNM308/#2101/2026            | \$ | 16.25     |
| MN NORTH COLLEGE               | 1368248                      | \$ | 2,000.00  |
| MUTUAL OF OMAHA                | 002089122061                 | \$ | 651.71    |
| NORTHERN DRUG SCREENING INC    | 17145                        | \$ | 95.00     |
| NORTHERN STAR COOPERATIVE      | Northern Star 59341-A        | \$ | 1,859.60  |
| NORTHERN STAR COOPERATIVE      | 160060/APR26                 | \$ | 6,752.10  |
| PAUL BUNYAN COMMUNICATIONS     | 6464100/May26                | \$ | 1,202.01  |
| PAUL BUNYAN COMMUNICATIONS     | 4026700/May26-L              | \$ | 248.64    |
| PAUL BUNYAN COMMUNICATIONS     | 4205000/May26-C              | \$ | 77.42     |
| PAUL BUNYAN COMMUNICATIONS     | 8293800/May26-G              | \$ | 157.64    |
| PAUL BUNYAN COMMUNICATIONS     | 8798300/May26                | \$ | 70.00     |
| PUBLIC UTILITIES COMMISSION    | ST/LIGHTS/EFT/MAR26          | \$ | 8,864.32  |
| PUBLIC UTILITIES COMMISSION    | Lib/Mar26-L                  | \$ | 2,927.45  |
| PUBLIC UTILITIES COMMISSION    | DACF/Mar26                   | \$ | 409.87    |
| PUBLIC UTILITIES COMMISSION    | Yanmar/Mar26                 | \$ | 14,753.26 |
| PUBLIC UTILITIES COMMISSION    | FH Mar26                     | \$ | 1,219.05  |
| PUBLIC UTILITIES COMMISSION    | PW/Mar26                     | \$ | 9,446.02  |
| PUBLIC UTILITIES COMMISSION    | EV Chg/Mar26                 | \$ | 53.55     |
| PUBLIC UTILITIES COMMISSION    | CH/Mar26                     | \$ | 2,037.39  |
| PUBLIC UTILITIES COMMISSION    | EDA/Mar26-E                  | \$ | 383.69    |

**CITY OF GRAND RAPIDS BILL LIST - May 11, 2026**

Item 3.

**Summary Report**

|                             |                 |    |          |
|-----------------------------|-----------------|----|----------|
| PUBLIC UTILITIES COMMISSION | Airport/Mar26-A | \$ | 1,287.39 |
| PUBLIC UTILITIES COMMISSION | GC/Mar26-G      | \$ | 2,481.25 |
| ROBERT MATTEI               | 042326          | \$ | 258.10   |
| THOMAS J PAGEL              | 050426          | \$ | 1,907.00 |
| TRACY KAMPA                 | 032026          | \$ | 97.00    |
| VISA                        | 9403/MAR26      | \$ | 5,080.01 |
| WEX INC                     | 112052421/DACF  | \$ | 146.58   |
| WEX INC                     | 112052421/PW    | \$ | 939.71   |
| WEX INC                     | 112052421/GRPD  | \$ | 6,341.69 |
| WEX INC                     | 112052421/FD    | \$ | 686.81   |

**TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 181,406.65**

**TOTAL ALL DEPARTMENTS: \$ 635,655.84**



CITY OF  
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**ARTS & CULTURE COMMISSION**  
**MEETING MINUTES**  
**Tuesday, January 06, 2026**  
**3:45 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, the Arts & Culture Commission will hold a regular meeting on Tuesday, January 6th, 2026, at 3:45pm in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

The meeting was called to order at 3:45pm by Vice Chair Gorman.

**ROLL CALL:**

**PRESENT**

Commissioner Jennifer Gorman  
 Commissioner Myrna Peterson  
 Commissioner Aaron Squadroni  
 Commissioner Nancy Jacobson  
 Commissioner Amanda Lamppa  
 City Liaison, City Administrator Tom Pagel  
 MacRostie Program Manager, Emily Carlson

**ABSENT**

Commissioner Angie Miskovich

**Motion made by Commissioner Jacobson, Seconded by Commissioner Squadroni to elect Commissioner Gorman as the Chair of the Commission. Voting Yea: Commissioner Peterson, Commissioner Squadroni, Commissioner Jacobson, Commissioner Lamppa. Voting Abstaining: Commissioner Gorman. Motion Passed.**

**Motion made by Commissioner Gorman, Seconded by Commissioner Jacobson to elect Commissioner Lamppa as the Vice Chair of the Commission. Voting Yea: Commissioner Gorman, Commissioner Peterson, Commissioner Squadroni, Commissioner Jacobson. Voting Abstaining: Commissioner Lamppa. Motion Passed.**

**PUBLIC INPUT:** (if anyone wishes to address the Commission)

None.

**SETTING THE AGENDA:**

The Agenda was approved as written.

## CORRESPONDENCE:

None.

## APPROVE MINUTES:

1. Approve December 2nd, 2025, Minutes

**Motion made by Commissioner Squadroni, Seconded by Commissioner Jacobson to approve the minutes for December 2nd, 2025. Voting Yea: Commissioner Gorman, Commissioner Peterson, Commissioner Squadroni, Commissioner Jacobson, Commissioner Lamppa. Motion Passed.**

## FINANCIALS:

2. No Financials

## BUSINESS:

3. Mayor's Art Award Winner & Presentation

There are two more pinecone art awards that the Commission paid for that will be awarded over the next two years.

4. Commissioner Terms & Nominations

The Commission will discuss the terms more in May and there will probably be new Commissioners coming onboard.

5. Brainstorming

The Commission discussed working on grants for art or other opportunities to volunteer at non-profits such as the MacRostie or the Grand Rapids Arts.

6. City Guidance

City Liaison, City Administrator Tom Pagel recapped the Budget cuts throughout the City and the elimination of the budgets for the Arts & Culture Commission and the Human Rights Commission. He stated that due to there being no funding for two to three years, would the Commission want to continue or pause until money was available? The Commissioners discussed their options of meeting quarterly or just a couple times per year as to not dismiss the Commission altogether. They also requested that they get a City Liaison to be at their meetings.

**Motion made by Commissioner Peterson, Seconded by Commissioner Squadroni to make a recommendation to continue meeting as a Commission in the months of January, May and October, the first Tuesday of each at 3:45pm. Voting Yea: Commissioner Gorman, Commissioner Peterson, Commissioner Squadroni, Commissioner Jacobson, Commissioner Lamppa. Motion Passed.**

**Motion made by Commissioner Gorman, Seconded by Commissioner Lamppa to let the City Council know that the Commission will meet three times per year until funding is available and they can let new applicants know these changes. Voting Yea: Commissioner Gorman, Commissioner Peterson, Commissioner Squadroni, Commissioner Jacobson, Commissioner Lamppa. Motion Passed.**

7. Fountain

City Administrator Tom Pagel said that the Blandin Fountain was gifted to the city and it is in storage. The Commission is interested in looking at it and that it would be a great project to work on for the future.

8. Citizen Group

Commissioner Squadroni reached out to the Citizen Group in Chisholm. He has not heard back from them yet regarding their downtown revitalization project that they worked with a non-profit on the project. He said he will get more information for the May meeting.

UPDATES:

None.

ANNOUNCEMENTS:

None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

- 3. Commissioner Terms & Nominations
- 4. Brainstorming
- 5. Fountain

UPDATES

- 6. Citizen Group

ADJOURN:

The meeting adjourned at 5:42pm.  
Respectfully submitted by Cynthia Lyman



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**POLICE COMMUNITY ADVISORY  
 BOARD MEETING MINUTES**  
**Thursday, January 15, 2026**  
**4:00 PM**

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The Purpose of the Grand Rapids Police Community Advisory Board (The Board) shall be to establish and enhance communication between Grand Rapids residents, Police Department and City Council. Together, the Advisory Board and Police Department will identify and focus on public safety issues and collaborate with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns. The Board provides recommendations to the Chief of Police and City Council as to how issues should be addressed.

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**CALL TO ORDER:** Pursuant to due notice and call thereof, the Police Community Advisory Board will hold a regular meeting on Thursday January 15th, at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids.

Meeting Called to Order at 4:00 PM

**ROLL CALL:**

Present:

Board Member Tom Neustrom

Board Member Cassey Casteel

Board Member Jessica Malmquist

Board Member Dan Butterfield

Board Chair Stephen Connolly

Absent:

Board Member Megan MacDonnell

**PRESENT**

Board Member Dan Butterfield

Board Chair Stephen Connolly

Board Member Tom Neustrom

Board Member Cassey Casteel  
Board Member Jessica Malmquist

ABSENT

Board Member Megan MacDonell

PUBLIC INPUT (if anyone wishes to address the Board): This is your opportunity to approach the Police Community Advisory Board and publicly comment and/or share a concern about your specific issue. We ask that you approach the podium and provide your name and address for the record. A timer will be set for 5 minutes of comment. We ask that members of the public not applaud, engage in conversation, or engage in other behavior through words or action that may disrupt the following proceedings of the board. This is not a dialog, debate, or back and forth with the board but if there is something that needs to be followed up on after the meeting, we and/or City staff will do so and report back to the Police Community Advisory Board if necessary.

NONE

APPROVE MINUTES:

Approval Of the Minutes for November 20th, 2025.

Motion made by Board Member Casteel, Seconded by Board Member Neustrom.

Voting Yea: Board Chair Connolly, Board Member Neustrom, Board Member Casteel, Board Member Malmquist, Board Member Butterfield

PRESENT

Board Member Dan Butterfield  
Board Chair Stephen Connolly  
Board Member Tom Neustrom  
Board Member Cassey Casteel  
Board Member Jessica Malmquist

ABSENT

Board Member Megan MacDonell

Motion made by Board Member Casteel, Seconded by Board Member Neustrom.

Voting Yea: Board Member Butterfield, Board Chair Connolly, Board Member Neustrom, Board Member Casteel, Board Member Malmquist

1. Approval of November 20th, 2025, Minutes

CORRESPONDENCE:

NONE

SETTING THE AGENDA:

BUSINESS:

2. Election of Officers for the 2026 Police Community Advisory Board

Nomination for Chair made by Board Member Tom Neustrom for Board Member Dan Butterfield. Motion was made by Board Member Tom Neustrom, seconded by Board Chair Connolly. Board Member Dan Butterfield accepted.

PRESENT

Board Member Dan Butterfield  
Board Chair Stephen Connolly  
Board Member Tom Neustrom  
Board Member Cassey Casteel  
Board Member Jessica Malmquist

ABSENT

Board Member Megan MacDonell

Motion made by Board Member Neustrom, Seconded by Board Chair Connolly.  
Voting Yea: Board Member Butterfield, Board Chair Connolly, Board Member Neustrom, Board Member Casteel, Board Member Malmquist

Nomination for Vice Chair made by Board Member Dan Butterfield, seconded by Board Member Jessica Malmquist for Board Member Cassey Casteel. Board Member Casteel accepted.

Motion made by Board Member Butterfield, Seconded by Board Member Malmquist

Voting Yea: Board Member Butterfield, Board Chair Connolly, Board Member Neustrom, Board Member Malmquist, Board member Casteel.

Nomination for Secretary made by Board Chair Connolly, Second by Board Member Casteel for Board member Jessica Malmquist. Board Member Malmquist accepted.

Motion was made by Board Chair Connolly, Seconded by Board Member Casteel

Voting Yea: Board Chair Connolly, Board Member Neustrom, Board Member Butterfield, Board Member Malmquist, Board Member Casteel

New Officers

Board Chair Dan Butterfield

Board Vice Chair Cassey Casteel

Board Secretary Jessica Malmquist

3. "Every 15 Minute" Program regarding mock crash.

Discussion on Mock Crashes. Rapids Rising was the event holder for the mock crashes who worked with Law Enforcement. Rapids Rising decided to discontinue doing them.

Chief Morgan stated that he would make contact with Rapid Rising and discuss the possibility of future mock crash.

4. Speaker: Melissa Stopka - New Highway 35 LLC Cannabis Business

Speaker Melissa Stopka - Highway 35 LLC Cannabis Business spoke to the Police Community Advisory Board about the Business and Operations. They currently employ 32 people and are looking to expand in the near future adding 32 more employees. They are a wholesale/cultivating manufacturing company regulated through the State.

5. Police Community Advisory Board will be transitioning from 9 members to 7 members effective for the 2026.

Advising the Police Community Advisory Board of the upcoming change in Ordinance from 9 Members to 7 Members.

City Clerk will be posting the open position on the local website. You are welcome to encourage anyone you think would like to be member of Police Community Advisory Board.

UPDATES:

No updates at this time

ANNOUNCEMENTS:

Upcoming Events:

Presentation for area Banks- ATM Jackpotting thefts - Scams - Bank Safety.

Server Training for area Businesses

Upcoming Events for February:

Presentation for Local area Banks

Server Training for area Business

SET AGENDA FOR NEXT MEETING:

Next Police Community Advisory Board meeting will be March 19th, 2026, at 4:00pm in the City Hall Council Chambers at 420 N Pokegama Ave.

ADJOURN:

Meeting adjourned at 5:03 PM

Respectfully Submitted:

Jackie Heinrich, Administrative Assistant



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, March 26, 2026  
4:00 PM

## CALL TO ORDER

President Blake called the meeting to order at 4:00 p.m.

## CALL OF ROLL

### PRESENT

Commissioner Al Hodnik  
President Sholom Blake  
Commissioner Wayne Bruns  
Commissioner Jean MacDonell

### ABSENT

Commissioner Bill Martinetto  
Commissioner Tom Sutherland  
Commissioner Molly MacGregor

### STAFF

Rob Mattei  
Will Richter  
Aurimy Groom

**SETTING OF THE REGULAR AGENDA** - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

The agenda was approved without addition.

## APPROVE MINUTES

1. Consider approval of minutes from the March 12, 2026 regular meeting.

Motion by Commissioner Bruns, second by Commissioner MacDonell to approve the March 12, 2026 minutes as presented. The following voted in favor thereof: MacDonell, Blake, Bruns, Hodnik. Opposed: None, motion passed unanimously.

## APPROVE CLAIMS

2. Consider approval of claims in the amount of \$22,742.66.

Motion by Commissioner Hodnik, second by Commissioner Bruns to approve claims in the amount of \$22,742.66. The following voted in favor thereof: Hodnik, Bruns, Blake, MacDonell. Opposed: None, motion passed unanimously.

## BUSINESS

3. Consider approval of a Commercial Building Improvement Loan with Pallansch Prestige Properties, LLC for improvements to Garden Court Chateaux Assisted Living located at 2495 SW 8th St.

Commissioners Hodnik and Martinetto reviewed the application with staff and recommend approval.

Motion by Commissioner Hodnik, second by Commissioner MacDonell to approve a Commercial Building Improvement Loan with Pallansch Prestige Properties, LLC for improvements to Garden Court Chateaux Assisted Living located at 2495 SW 8th Street. The following voted in favor thereof: MacDonell, Blake, Hodnik. Opposed: None, Bruns abstained, motion passed.

4. Consider adoption of a resolution approving conveyance of certain lots owned by the Economic Development Authority and Purchase Agreement for Lot 7, Block 2 and Lot 2, Block 3 of Great River Acres.

Motion by Commissioner Bruns, second by Commission MacDonell to adopt resolution 26-02 approving a Purchase Agreement and conveyance of Lot 7, Block 2 and Lot 2, Block 3 of Great River Acres. The following voted in favor thereof: Hodnik, Bruns, Blake, MacDonell. Opposed: None, motion passed unanimously.

## UPDATES

Mr. Mattei has prepared an RFP for the demolition of the former Farmers Coop building.

## ADJOURN

There being no further business the meeting adjourned at 4:08 p.m.

MEMBERS & TERMS

Molly MacGregor - 12/31/2026 Council Representative

Tom Sutherland - 12/31/2026 Council Representative

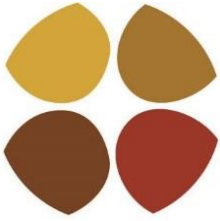
Wayne Bruns - 3/1/31

Sholom Blake - 3/1/31

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/29

Jean MacDonell - 3/1/30



# CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, March 25, 2026  
4:00 PM

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## *MISSION STATEMENT*

*The Mission of the Grand Rapids Human Rights Commission is to promote a community of harmony and respect for the rights and dignity of all.*

---

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, March 25th, 2026, at 4:00 pm in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

The meeting was called to order at 4:00pm by Vice Chair Blomquist.

### ROLL CALL:

#### PRESENT

Commissioner Doug Learmont  
Commissioner Amy Blomquist  
Commissioner Ronald Grossman  
Council Representative Molly MacGregor  
Commissioner Janet Miller  
Commissioner Stella Leone  
Commissioner Brittany Pope-Sears  
Commissioner Renee Ducharme

#### ABSENT

Commissioner Stephanie Meittunen

PUBLIC INPUT (if anyone wishes to address the Commission):

None.

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Commission members present.)

**Motion made by Commissioner Grossman, Seconded by Commissioner Learmont to approve the agenda as presented. Voting Yea: Commissioner Learmont, Commissioner Blomquist, Commissioner Grossman, Council Representative MacGregor, Commissioner Miller, Commissioner Leone, Commissioner Pope-Sears, Commissioner Ducharme. Motion Passed**

### PRESENTATION:

None.

## APPROVE MINUTES:

1. Approve Minutes from February 25th, 2026

**Motion made by Council Representative MacGregor, Seconded by Commissioner Learmont to approve the February 25th, 2026, Minutes. Voting Yea: Commissioner Learmont, Commissioner Blomquist, Commissioner Grossman, Council Representative MacGregor, Commissioner Miller, Commissioner Leone, Commissioner Pope-Sears, Commissioner Ducharme. Motion Passed.**

## BUSINESS:

2. Introduction of New Commissioners

The Commissioners welcomed the new appointees, and both introduced themselves.

3. Election of Officers

**Motion made by Commissioner Learmont, Seconded by Commissioner Grossman to elect Commissioner Blomquist to the position of Human Rights Commission Chair. Voting Yea: Commissioner Learmont, Commissioner Grossman, Council Representative MacGregor, Commissioner Miller, Commissioner Leone, Commissioner Pope-Sears, Commissioner Ducharme. Voting Abstaining: Commissioner Blomquist. Motion Passed.**

**Motion made by Commissioner Learmont, Seconded by Council Representative MacGregor to elect Commissioner Janet Miller to the position of Human Rights Commission Vice Chair. Voting Yea: Commissioner Learmont, Commissioner Blomquist, Commissioner Grossman, Council Representative MacGregor, Commissioner Leone, Commissioner Pope-Sears, Commissioner Ducharme. Voting Abstaining: Commissioner Miller. Motion Passed.**

4. 2026 Workplan

The Human Rights Commissioners discussed other opportunities to present information to other Committees and Boards. Commission Chair Blomquist stated that the objective is to do four per year, but that doesn't mean that they can't do more. For instance, Commission Vice Chair Miller would like to add the LAC next month to the work plan. They are waiting to hear from the Grand Itasca Board and the Blandin Foundation. Council Representative MacGregor will check on those.

One other opportunity would be with School District 318's Council of Athletes run by Athletic Director Dale Christy. The question came up from the newly appointed Commissioners as to why there is no funding and Council Representative MacGregor let them know that there was half a million cut from the City's Budget with a zero percent levy.

Commissioner Grossman stated that even without funding it is important to connect with other groups. The Human Rights Commission banner can be set up anywhere.

The Pridefest will be on June 14th this year due to Father's Day being on June 21st. Commission Vice Chair Miller will be asking for volunteers soon.

5. Grand Rapids Area Human Rights Fund Draft-Community Foundation

Commissioner Learmont handed out a draft of the GR Area Human Rights Fund. Please review for any changes you may like to see and Mindy at the Community Foundation needs to check the revisions, then the Human Rights needs to approve the final draft and then it needs to go to the City Council for their approval because they have restrictions and so does the Community Foundation.

6. HRC Presentation

Commission Vice Chair Miller will be using the HRC Presentation at the Kiesler House on April 2nd at 11am. Open to others to come.

UPDATES:

7. Housing

There was a press release/proclamation for Fair Housing.

8. City Council Updates

The City Council approved the updates to the Human Rights Commission ordinance that the HRC had been working on.

9. Stomp on Stigma

Commission Chair Blomquist said that this event is a good opportunity for the Human Rights Commission to volunteer and have our banners out. She will talk to the organizers regarding a plan. The city will post a notice of quorum for the event.

10. Community Engagement/Education and/or Internal Collaboration Work Group: Commission Vice Chair Miller is using the Story Stitch for her groups at Kiesler. Commissioner MacGregor said that the Story Stitch class with Community Education didn't have enough people, so it wasn't a go.

Interfaith Work Group: Commissioner Grossman went to a meeting and talked about the Human Right Commission and what they do.

CALLS/COMPLAINTS/INQUIRIES:

None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

2. 2026 Workplan
3. GR Area Human Rights Fund Draft-Community Foundation
4. Walk for Life - September

UPDATES:

5. Housing

6. City Council Updates
7. Stomp on Stigma
8. Community Engagement/Education and/or Internal Collaboration WG: Commission Vice Chair Miller and Council Representative MacGregor
9. Interfaith WG: Commissioner Grossman

ADJOURN:

The meeting was adjourned at 5:22pm.  
Respectfully submitted by Cynthia Lyman



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## PLANNING COMMISSION MEETING MINUTES

Thursday, April 02, 2026

4:00 PM

Chair Bignall called the meeting to order at 4:00 p.m.

### CALL OF ROLL:

#### PRESENT

Commissioner Betsy Johnson  
 Commissioner Paul Bignall  
 Commissioner David Marquardt  
 Commissioner David Kreitzer  
 Commissioner Isaac Meyer

#### ABSENT

Commissioner Amanda Lamma

#### STAFF

Will Richter  
 Rob Mattei  
 Aurimy Groom

### APPROVAL OF MINUTES:

1. Consider approval of minutes from the February 5, 2026 regular meeting.

Motion made by Commissioner Kreitzer, Seconded by Commissioner Marquardt to approve the minutes from the February 5, 2026 regular meeting. The following voted in favor thereof: Johnson, Bignall, Marquardt, Kreitzer, Meyer. Opposed: None, motion passed unanimously.

### GENERAL BUSINESS:

2. Consider a recommendation to the City Council on the Vacation of a municipal street right-of-way near Blandin Beach.

Zoning Administrator Richter provided background information. Community Development staff have initiated a street right-of-way vacation at Blandin Beach. This vacation would allow for improvements which include a new building that would sit in the current right-of-way. The review committee have no objections to the proposed vacation.

The Commissioners reviewed the considerations for the record:

1. Is the right-of-way needed for traffic purposes?  
Why/Why not? No, there is no need for a road in that location.
2. Is the right-of-way needed for pedestrian purposes?  
Why/Why not? No, there is already a sidewalk for pedestrians.
3. Is the right-of-way needed for utility purposes?  
Why/Why not? No, it is not need to maintain utilities.
4. Would vacating the right-of-way place additional land on the tax rolls?  
Why/Why not? No, it is city property.
5. Would vacating the right-of-way facilitate economic development in the City? Why/Why not? Yes, improvements to the public space adjacent to the Hwy 2 project could attract future development.

Motion by Commissioner Kreitzer, second by Commissioner Meyer that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the vacation of public right-of-way described as:

6th Street NW right-of-way Adjacent to Blocks 8 and 9, Grand Rapids Second Division, Itasca County, Minnesota.

The following voted in favor thereof: Meyer, Kreitzer, Marquardt, Bignall, Johnson. Opposed: None, motion passed unanimously.

3. Consider a recommendation to the City Council on a text amendment to the Municipal Code increasing the maximum height in R-4 zoning.

Staff provided a power point on the proposed amendment. Recent housing projects have required variances from the maximum height requirement in R-4 districts which led to the evaluation of the current code. After review it was determined to better reflect current building and land use trends the maximum height should be increased from 45' to 60' in an R-4 zoning district.

The Commissioners reviewed the considerations for the record:

1. Will the change affect the character of neighborhoods?  
Why/Why not? No, it is already a high density zoning district.
2. Would the change foster economic growth in the community?  
Why/Why not? Yes, it will allow for more projects and better land use.
3. Would the proposed change be in keeping with the spirit and intent of the ordinance?  
Why/Why not? Yes, it will.

4. Would the change be in the best interest of the general public?  
Why/Why not? Yes, it will provide more housing which aligns with the Comprehensive Plan.
5. Would the change be consistent with the Comprehensive Plan?  
Why/Why not? Yes, it does as stated in question four.

Motion by Commissioner Meyer, second by Commissioner Johnson that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward a favorable recommendation to the City Council regarding a draft amendment to Table 2A District Development Regulations; Principal Structures - increasing the Maximum Height for R-4 zoning to 60'. The following voted in favor thereof: Johnson, Bignall, Marquardt, Kreitzer, Meyer. Opposed: None, motion passed unanimously.

4. Consider the election of Planning Commission Officers

Commissioner Marquardt nominated Commissioner Bignall as Chair  
Commissioner Johnson nominated Commissioner Lamppa as Vice Chair

There were no other nominations.

Motion by Commissioner Marquardt, second by Commissioner Johnson to elect Commissioner Bignall as Chair and Commissioner Lamppa as Vice Chair. The following voted in favor thereof: Johnson, Bignall, Marquardt, Kreitzer, Meyer. Opposed: None, motion passed unanimously.

#### PUBLIC INPUT:

*Individuals may address the Planning Commission about any non-public hearing item or any item not included on the Regular Meeting Agenda. Speakers are requested to come to the podium, state their name and address for the record and limit their remarks to three (3) minutes.*

There was no input from the public.

#### REPORTS/ANNOUNCEMENTS/UPDATES:

5. Zoning Administrator update on multifamily unit analysis.

Zoning Administrator Richter provided an update on the development of an alternate calculation for units in the GB, LB and R-4 zones. Chair Bignall and Commissioner Meyer volunteered to work with staff reviewing the how the unit count is calculated in the Municipal Code and determine if there is a more reasonable method.

#### ADJOURNMENT:

There being no further business the meeting adjourned at 4:28 p.m.

Respectfully Submitted:

Aurimy Groom, Administrative Assistant



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11<sup>th</sup>, 2026

**AGENDA ITEM:** Consider providing notice of intent regarding solid waste license agreement

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The current Second Amendment to the License Agreement for Solid Waste Collection with Waste Management of Minnesota, Inc. will end on July 31, 2027. This agreement requires a 1-year notice to end the agreement.

Based on resident feedback and council discussions, it is the intent of the council to explore an open market for solid waste collection. This notice allows staff to begin this process.

### REQUESTED COUNCIL ACTION:

Make a motion authorizing staff to provide notice to Waste Management of Minnesota, Inc., notifying intent to end license agreement, when term expires on July 31, 2027.



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PUBLIC WORKS DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

May 12<sup>th</sup>, 2026

Re: License Agreement Notice

Waste Management of Minnesota, Inc.  
Attn: Area Sale Director  
3101 W. Superior Street  
Duluth, MN 55806

To whom it may concern;

The City of Grand Rapids has elected not to extend the current license agreement with Waste Management of Minnesota, Inc. past the expiration date of July 31, 2027. While official notice is not required, this shall serve as a courtesy and we look forward to working with you in the future.

Regards,

A handwritten signature in blue ink that reads "Matt Wegwerth".

Matt Wegwerth, PE  
Public Works Director / City Engineer

Attachments: Second Amendment to License Agreement

## SECOND AMENDMENT TO THE LICENSE AGREEMENT

This Second Amendment (the “Amendment”) to the License Agreement is made and entered into this 23rd day of May, 2022, between the City of Grand Rapids, Minnesota (“Licensor”) and Waste Management of Minnesota, Inc. (“Licensee”).

### Recitals

- A. The Licensor and Licensee entered into the License Agreement on August 1, 2012 and amended on April 10, 2017 (the “License”).
- B. The Licensor and Licensee each desire to amend the License to provide for the following changes:

### Agreement

The parties agree to amend the License in the following manner:

1. The term of the License shall be extended for the second additional five (5) year term commencing August 1, 2022 through and including July 31, 2027 (“Term”).
2. The License may be extended for an additional 5 year term upon mutual written agreement between the Licensor and Licensee notifying the other party ninety (90) days in advance of the end of the License.
3. The pricing information contained in Attachment A to the License shall be replaced entirely by the Attachment A attached hereto and incorporated into the License by reference.

Except as aforementioned herein, all other terms of the License would continue in full force and effect.

IN WITNESS WHEREOF, Licensor and Licensee have entered into this Second Amendment to License Agreement that was executed on August 1, 2012. All terms of said License remain in full force and effect unless modified by this Amendment.

**CITY OF GRAND RAPIDS**

BY: *Dale R. Christy*  
Dale R. Christy (May 26, 2022 13:52 CDT)  
**Mayor Dale Christy**

**WASTE MAMANGEMENT OF MINNESOTA, INC.**

BY: *Paul Copeland*  
Paul Copeland (Jun 27, 2022 09:23 CDT)  
**Its: Area Sale Director**

**ATTEST:**

*Kimberly Gibeau*

\_\_\_\_\_  
**Kimberly Gibeau**  
**City Clerk**

*Chad B. Sterle*  
**By:** Chad B. Sterle (Jun 27, 2022 09:39 CDT)

**Chad B. Sterle, City Attorney**  
**Approved as to Form and Content**

**BY:** \_\_\_\_\_

**Its:** \_\_\_\_\_

Monthly Refuse and Recycling Rates Per Household

|                             | <u>Cart Sizes</u> |                    |
|-----------------------------|-------------------|--------------------|
| 32 -35 Gallon (Senior Rate) |                   | \$9.38* per month  |
| 32-35 Gallon                |                   | \$16.99* per month |
| 60-65 Gallon                |                   | \$20.99* per month |
| 90-96 Gallon                |                   | \$25.99* per month |
| Recycling, Any Size         |                   | \$5.11 per month   |
| Recycling, Additional Cart  |                   | \$0.00             |

\*All refuse prices are exclusive of Tax, and would begin as shown August 1, 2022.

Licensee shall provide a 32, 64, or 96 gallon recycling cart at the \$5.11 per month rate to each customer who purchases trash collection. If a larger or additional recycling cart is needed, the larger or extra cart will be provided at no additional charge.

Residential trash and recycling collection shall be scheduled on the same day of the week.

Waste Management will implement an annual price adjustment on the anniversary of the contract starting with first adjustment on 8/1/2023. The scheduled increase per cart will be 100% of the change in the Consumer Price Index (“CPI”) Water, Sewer, Trash (“WST”) 12 month rolling average published by the Bureau of Labor Statistics.

In addition, the charges shall be adjusted to reflect any new or increases in disposal costs, federal, state, county, or local taxes or fees.

Waste Management’s Donations to the City of Grand Rapids

- Curbside Spring and Fall yard waste clean ups
- Riverfest garbage and recycling up to five 8-yard containers (5 trash/3 recycling) and 40 carts
- Grand Jam garbage and recycling up to five 8-yard containers (5 trash/3 recycling) and 40 carts
- Grand Rapids High School two \$500.00 Scholarships Annually

Fuel Surcharge Table for the City of Grand Rapids

The published index for determining monthly diesel prices will be the Department of Energy’s (DOE) “Weekly Retail On-Highway Diesel Prices” for the Midwest region. The price published for the first Monday of the month will be used as that month’s diesel fuel price. The prices can be viewed at the DOE’s website: (“EIA/DOE”). If diesel fuel is below \$5.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$5.00 per gallon, the following percentages will apply to Waste Management’s base rate.

| <u>Diesel Fuel Price per Gallon</u> | <u>Fuel Surcharge</u> |
|-------------------------------------|-----------------------|
| <\$5.00                             | 0%                    |
| \$5.00 to \$5.24                    | 2%                    |
| \$5.25 to \$5.49                    | 4%                    |
| \$5.50 to \$5.74                    | 5%                    |

For every \$0.25 per gallon increase above \$5.75 The Fuel Surcharge will increase by 1%



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11<sup>th</sup>, 2026

**AGENDA ITEM:** Consider authorizing advertisement for bids for the Taxiway A North Reconstruction Phase 2 project at the GPZ Airport.

**PREPARED BY:** Matt Wegwerth

---

### **BACKGROUND:**

The project includes bituminous pavement removal, reclamation, grading, paving and airfield lighting. Bid opening date is set at 2:00 pm, Thursday June 4th. Once opened, bids will be tabulated and brought to council for review and approval.

### **REQUESTED COUNCIL ACTION:**

Make a motion authorizing advertisement for bids for the Taxiway A North Reconstruction Phase 2 project at the GPZ Airport.

## ADVERTISEMENT FOR BIDS

**2026 Taxiway A (North) Reconstruction Phase 2  
Grand Rapids – Itasca County Airport (GPZ)  
Grand Rapids, Minnesota  
AIP No. 3-27-0037-034-2026  
SP No. A3101-XXX  
SEH No. GRAIT 185097**

Notice is hereby given that Online Bids will be received by the City of Grand Rapids until 2:00 p.m., Thursday, June 4, 2026, via [QuestCDN](#) for the furnishing of all labor and material for the construction of 2026 Taxiway A (North) Reconstruction Phase 2.

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

2026 TAXIWAY A (NORTH) RECONSTRUCTION PHASE 2 BID OPENING  
JUNE 4, 2026, AT 2:00 P.M. (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/4esns65>

Or call in (audio only)  
+1 872-242-7640,,899014189# United States, Chicago  
Phone conference ID: 899 014 189#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: bituminous pavement removal, bituminous pavement reclamation, excavation, grading, P-208 aggregate base installation, P-401 bituminous paving, pavement markings, airfield lighting and circuitry, draintile, erosion control, and turf restoration.

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the “Project Bid Information” link and by entering eBidDoc™ Number 10189489 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com).

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](#). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Requirements prepared by SEH dated April 2026.

A pre-Bid conference will not be held for this project.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

A Contractor responding to these Bidding Documents must submit to the City/Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

This Work shall be subject to minimum wages and labor standards in accordance with Minnesota Federal Highway wage rates and Minnesota State Highway and Heavy wage rates.

The City reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City.

Matt Wegwerth, PE  
Public Works Director/City Engineer  
City of Grand Rapids  
Grand Rapids – Itasca County Airport (GPZ)

Publish:

Grand Rapids Herald Review – May 13, May 20, and May 27

Finance & Commerce – May 13, May 20, and May 27

QuestCDN



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11<sup>th</sup>, 2026

**AGENDA ITEM:** Consider authorizing advertisement for bids for Snow Removal Equipment -Carrier Vehicle with Bucket at the GPZ Airport

**PREPARED BY:** Matt Wegwerth

---

### **BACKGROUND:**

This is for the purchase of a Carrier Vehicle with Bucket at the GPZ Airport. Bid opening date is set at 11:00 am, Thursday June 4. Once opened, bids will be tabulated and brought to council for review and approval.

### **REQUESTED COUNCIL ACTION:**

Make a motion authorizing advertisement for bids for Snow Removal Equipment - Carrier Vehicle with Bucket at the GPZ Airport.

## ADVERTISEMENT FOR BIDS

**2026 Snow Removal Equipment Acquisition –  
Carrier Vehicle with Bucket  
Grand Rapids – Itasca County Airport  
Grand Rapids, Minnesota**

Notice is hereby given that Online Bids will be received by City of Grand Rapids until 11:00 AM, Thursday, June 4, 2026, via [QuestCDN](https://questcdn.com) for the furnishing of a snow removal carrier vehicle with bucket.

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

Bid Opening: Grand Rapids-Itasca County Airport – 2026 SNOW REMOVAL EQUIPMENT ACQUISITION – CARRIER VEHICLE WITH BUCKET  
June 4, 2026, AT 11:00 AM (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/4cJTnNx>

Or call in (audio only)  
+1 872-242-7640,,592903625# United States, Chicago  
Phone conference ID: 592 903 625#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: Acquisition of a snow removal carrier vehicle with bucket.

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the “Project Bid Information” link and by entering eBidDoc™ Number 10189488 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com).

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](https://questcdn.com). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Requirements prepared by SEH dated April 2026.

A pre-Bid conference will be held at 10:00 a.m. on Wednesday, May 27, 2026, at Grand Rapids – Itasca County Airport. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

A Contractor responding to these Bidding Documents must submit to the County/Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

The City of Grand Rapids reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of Grand Rapids.

Matt Wegwerth  
Public Works Director/City Engineer  
Grand Rapids, Minnesota

Publish:  
Grand Rapids Herald Review – May 13, May 20, and May 27  
Finance & Commerce – May 13, May 20, and May 27  
QuestCDN



CITY OF  
**GRAND RAPIDS**  
 IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider updates to seasonal employment at Pokegama Golf Course and Public Works.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

We are requesting City Council consideration of several updates to seasonal employment at Pokegama Golf Course and Public Works.

Zachary Lagergren was previously hired for the 2026 golf season as an Equipment Operator at Pokegama Golf Course. We are requesting a suspension of employment effective April 24, 2026.

Jack Sterle and T-J Holmgren were both previously hired as seasonal workers at Public Works. Both individuals have since declined their positions. We are requesting rescinding both job offers and subsequent hiring for these individuals.

Zachary, Jack, and T-J will be considered for future opportunities when they are available or their circumstances change.

We are requesting to rehire the following seasonal employees at Pokegama Golf Course:

Michael Fleischhacker as seasonal Outside Services Attendant from May 12, 2026, through October 31, 2026, with an hourly rate of pay of \$16.00.

Opal Anderson as Golf Shop Assistant from May 12, 2026, through October 31, 2026, with an hourly rate of pay of \$15.50.

Lastly, we ask for authorization to utilize the existing applicant pool from our initial seasonal job posting to backfill any open seasonal positions.

**REQUESTED COUNCIL ACTION:**

Make a motion to suspend employment for Zachary Lagergren effective April 24, 2026, rescind job offers and the subsequent hiring of Jack Sterle and T-J Holmgren at Public Works, approve rehiring Michael Fleischhacker and Opal Anderson as stated above, and authorize Human Resources to utilize existing applicant pool to backfill any open seasonal positions that arise.



CITY OF  
**GRAND RAPIDS**  
 IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving fifteen updated policies for the Grand Rapids Police Department to comply with MN POST Boards mandated polices

**PREPARED BY:** Captain Jeremy Nelson

### **BACKGROUND:**

The Minnesota POST Board (Peace Officer Standards and Training Board) establishes law enforcement licensing and training requirements and sets standards for law enforcement agencies and officers throughout the state.

The POST Board currently has 15 Mandated Policies that all law enforcement agencies in Minnesota must have in place. In addition to these 15, there are 4 additional mandated policies that are mandated only if the subject matter applies to the agency, such as Body Worn Cameras and Automated License Plate Readers. The POST Board mandate on these policies is that they are the same as or substantially similar to the POST Board Model Policies.

Every few years the POST Board updates these policies. The POST Board has updated all 15 of the mandatory Policies and requires that agencies adopt these updates by June of 2026.

The polices that GRPD is required updated are: Allegations of Misconduct, Avoiding Racial Profiling, Criminal Conduct on School Buses, Eyewitness Identification Procedures, Lighting Exemption on Law Enforcement Vehicles, Professional Conduct of Peace Officers, Sexual Assault Investigations, Use of Force, Administrative Forfeitures, Confidential Informants, Domestic Abuse Response and Arrest, Predatory Offender Registration, Public Assembly and First Amendment Rights, Pursuit Policy, and Response to Reports of Missing and Endangered Persons.

The updated policies are attached.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the updated fifteen POST Board mandated policies in the Grand Rapids Police Department Policy Manual.

## Chapter 3 – General Operations

### Section 315 – Lighting Exemption for Law Enforcement Vehicles

Effective:

Reevaluate:

Version Date: 11/2025

#### POLICY

It is the policy of the Grand Rapids Police Department to provide a uniform guideline for all personnel to use when operating a department vehicle without headlights, taillights, or marine navigational lighting while functioning as a peace officer.

#### DEFINITIONS

**Illumination Devices:** means the headlights, taillights, and watercraft lights vehicles are required to be equipped with and use according to statute.

**Vehicle:** means every self-propelled vehicle and every watercraft that is owned, leased, or otherwise the property of this agency and used in the performance of [*an officer's*] law enforcement duties.

#### PROCEDURE

A peace officer shall operate a vehicle with its illumination devices on as described and guided by statute when:

- on an interstate highway,
- traveling at speeds greater than what is reasonable and prudent under existing weather, road, and traffic conditions,
- traveling faster than the posted speed limit, and
- the peace officer is an active participant in the pursuit of a motor vehicle in violation of [MN Statute 609.487](#)- Fleeing Peace Officer; Motor Vehicle; Other.

When the circumstances described above do not apply, a peace officer may apply the lighting exemption statute ([MN Statute 169.541](#)) and stop or interrupt the use of their vehicle illumination devices if 1) the peace officer does so in the performance of their duties, 2) the conduct is reasonable, and 3) the peace officer reasonably believes that turning off a vehicle's illumination devices is necessary under the circumstances to investigate a criminal violation or suspected criminal violation. The types of violations being investigated may be state laws, rules, orders or local laws, ordinances, or regulations.

#### STATUTORY REFERENCES

- [MN STATUTE 84.87](#) – Operation; Regulations by Political Subdivisions

- [MN STATUTE 84.928](#) – Operation Requirements; Local Regulation
- [MN STATUTE 86B.511](#) – Lights
- [MN STATUTE 169.48](#) – Vehicle Lighting
- [MN STATUTE 169.541](#) – Lighting Exemption for Law Enforcement; Standards
- [MN STATUTE 169.65](#) – Specifications for Lighting and Other Devices
- [ADMINISTRATIVE RULE 6110.1200](#) – Navigation of Watercraft on the Waters of the State; Safety Equipment

Revision approved by the POST Board on July 24, 2025.

## Chapter 6 – Investigation Operations

### Section 610 – Eyewitness Identification Procedures

**Effective:**

**Reevaluate:**

**Version Date: 11/2025**

#### **POLICY**

Officers shall adhere to the procedures for conducting eyewitness identifications set forth in this policy. This policy establishes guidelines for eyewitness identification procedures involving show-ups, photo arrays, and line-ups. Photo arrays and line-ups will be conducted by displaying the suspect and fillers sequentially using a blind or blinded administration.

#### **PURPOSE**

It is the purpose of this policy to maximize the reliability of identifications, minimize erroneous identifications, and gather evidence that conforms to contemporary eyewitness identification protocols. Erroneous eyewitness identifications have been cited as the factor most frequently associated with wrongful convictions. Therefore, in addition to eyewitness identification, all appropriate investigative steps and methods should be employed to uncover evidence that either supports or eliminates the suspect identification.

#### **DEFINITIONS**

**Administrator:** means the law enforcement official conducting the identification procedure.

**Blind Presentation:** means the administrator conducting the identification procedure does not know the suspect's identity.

**Blinded Presentation:** means the administrator may know the identity of the suspect but does not know which photo array member is being viewed by the eyewitness at any given time.

**Confidence Statement:** means a statement in the witness's own words taken immediately after an identification is made stating his or her level of certainty in the identification.

**Filler:** refers to a live person, or a photograph of a person, included in an identification procedure who is not considered a suspect.

**Line-up:** means the process of presenting live individuals to an eyewitness for the purpose of identifying or eliminating suspects.

**Photo Array:** is a means of presenting photographs to an eyewitness for the purpose of identifying or eliminating suspects.

**Show-up:** means the in-person presentation of a single suspect to an eyewitness within a short time frame following the commission of a crime to either confirm or eliminate the individual as a possible perpetrator. Show-ups, sometimes referred to as field identifications, are conducted in a contemporaneous time frame and proximity to the crime.

**Sequential:** means the presentation of a series of photographs or individuals to a witness one at a time.

**Simultaneous:** means the presentation of a series of photographs or individuals to a witness all at once.

## **PROCEDURES**

Generally, only one identification procedure should be used per witness per suspect and investigative event. This means that multiple identification procedures regarding the same witness and suspect should not be conducted. Witnesses should be separated when identifying suspects and should not share or be aware of the responses of other witnesses. Officers should carefully avoid the use of statements, cues, casual comments, or information that may influence the witness's decision making in any way during the identification process. After an identification has been made, the administering officer shall ask the witness to provide a confidence statement and document the witness's response. Finally, the administering officer shall ask the witness to complete and sign an Eyewitness Identification Procedure Form. All identification procedures should be video and/or audio recorded whenever possible. If a procedure is not recorded, a written record shall be created and the reason for not recording documented. Additionally, still photographs used for the purpose of eyewitness identification shall also be documented and copies preserved with the case file documents.

The witness shall be given a copy of the following instructions prior to viewing a photo array or line-up. The administrator shall read the instructions aloud before the identification procedure.

*“You will be asked to look at a series of individuals.*

*The perpetrator may or may not be present in the identification procedure.*

*It is just as important to clear innocent persons from suspicion as it is to identify guilty parties.*

*I don't know whether the person being investigated is included in this series.*

*Sometimes a person may look different in a photograph than in real life because of different hair styles, facial hair, glasses, a hat or other changes in appearance. Keep in mind that how a photograph was taken or developed may make a person's complexion look lighter or darker than in real life.*

*You should not feel that you have to make an identification. If you do identify someone, I will ask you to describe in your own words how certain you are.*

*The individuals are not configured in any particular order.*

*If you make an identification, I will continue to show you the remaining individuals or photos in the series.*

*Regardless of whether you make an identification, we will continue to investigate the incident.*

*Since this is an ongoing investigation, you should not discuss the identification procedures or results."*

## **PHOTOGRAPHIC ARRAYS**

Photographic arrays are the preferred method/procedure of achieving an eyewitness identification of a suspect. When a photographic array cannot be done or a different method is more reasonable under the circumstances, an officer may use a line-up or show-up.

**Creating a Photo Array.** When using photographic arrays, officers should follow the basic guidelines described in this policy.

- Use contemporary photos.
- Do not mix color and black and white photos.
- Photo arrays should consist of six individuals- the suspect and five fillers.
- Use photos of the same size and basic composition.
- Never mix mug shots with other photos and ensure consistent appearance of photograph backgrounds and sizing.
- Do not include more than one photo of the same suspect.
- Cover any portions of mug shots or other photos that provide identifying information on the subject – and similarly cover other photos used in the array.
- Where the suspect has a unique feature, such as a scar, tattoo, or mole or distinctive clothing that would make him or her stand out in the photo array, filler photographs should include that unique feature either by selecting fillers who have the same features themselves or by altering the photographs of fillers to the extent necessary to achieve a consistent appearance.

- Avoid the use of fillers who so closely resemble the suspect that a person familiar with the suspect might find it difficult to distinguish the suspect from the fillers.
- Fillers should not be reused in arrays for different suspects shown to the same witness.
- Fillers should be reasonably similar in age, height, weight, and general appearance and be of the same sex and race, in accordance with the witness's description of the offender.
- If there is more than one suspect, include only one in each photo array.
- Place the suspect in different positions in each photo array for each witness.

**Presenting a Photo Array.** The primary investigating officer is responsible for ensuring these described procedures are followed.

- Inform the witness that the suspect may or may not be in the photo array.
- During a photo array presentation, no one who is aware of the suspect's identity should be present.
- Photo arrays should be presented by a blind administrator.
- If a blind administrator is not available, a blinded administrator may present the photo array using the following procedures.
  - Place the suspect and at least five filler photos in separate folders for a total of six (or more depending on the number of fillers used).
  - The administrator will take one folder containing a known filler and place it to the side. This will be the first photo in the series. The administrator should then shuffle the remaining folders (containing one suspect and the remainder of fillers) such that they cannot see how the line-up members are ordered. These shuffled folders will follow the first filler photo. The stack of photos is now ready to be shown to the witness.
  - The administrator should position themselves so that they cannot see inside the folders as they are viewed by the witness.
- The photo array should be preserved, together with full information about the identification process, as part of the case file and documented in a report.
- The witness should be asked if he or she recognizes the person in the photo before moving onto the next photo. If an identification is made before all of the photos are shown, the administrator should tell the witness that he or she must show the witness all of the photos and finish showing the sequence to the witness, still asking after each photo if the witness recognizes the person in the photo.
- If possible, the array should be shown to the witness only once. If, upon viewing the entire array the witness asks to see a particular photo or the entire array again, the witness should be instructed that he or she may view the entire array only one additional time. If a second viewing is permitted, it must be documented.
- Witnesses should not be permitted to see or be shown any photos of the suspect prior to the photo array.

## Appendix A: Sequential Photo Display Form

### LINE-UPS

**Creating the Line-up.** When using a line-up, officers should follow the basic guidelines described in this policy.

- Live line-ups shall be conducted using a blind administrator.
- Ensure that all persons in the line-up are numbered consecutively and are referred to only by number.
- Line-ups should, minimally, consist of six individuals - the suspect and five fillers.
- Fillers should be reasonably similar in age, height, weight, and general appearance and be of the same sex and race, in accordance with the witness's description of the offender.
- Avoid the use of fillers who so closely resemble the suspect that a person familiar with the suspect might find it difficult to distinguish the suspect from the fillers.
- Create a consistent appearance between the suspect and the fillers with respect to any unique or unusual feature (e.g., scars, tattoos, facial hair) used to describe the perpetrator by artificially adding or concealing that feature on the fillers.
- If there is more than one suspect, include only one in each line-up.
- Place the suspect in different positions in each line-up for each witness.

**Conducting the Line-up.** The primary investigating officer is responsible for ensuring the procedures described herein are followed.

- Scheduling the line-up on a date and at a time that is convenient for all concerned parties, to include the prosecuting attorney, defense counsel, and any witnesses.
- Ensuring compliance with any legal requirements for transfer of the subject to the line-up location if the individual is incarcerated at a detention center.
- Making arrangements to have persons act as fillers.
- That the witness was informed the suspect may or may not be in the line-up prior to the live line-up.
- Ensuring that the suspect's right to counsel is scrupulously honored and that he or she is provided with counsel if requested. Obtaining proper documentation of any waiver of the suspect's right to counsel.
- Allowing counsel representing the suspect sufficient time to confer with his or her client prior to the line-up and to observe the manner in which the line-up is conducted.
- Only the suspect's attorney may be present for a line-up.

- Witnesses should not be permitted to see or be shown the suspects or their photos prior to the line-up.

## SHOW-UPS

**Conducting a Show-up.** The use of show-ups should be avoided whenever possible. The use of a line-up or photo array procedure is preferred. However, when circumstances require the prompt presentation of a suspect to a witness, the following guidelines shall be followed to minimize potential suggestiveness and increase reliability.

- Document the witness's description of the perpetrator prior to conducting the show-up.
- Conduct a show-up only when the suspect is detained within a reasonable time frame after the commission of the offense and within a close physical proximity to the location of the crime.
- Do not use a show-up procedure if probable cause to arrest the suspect has already been established.
- If possible, avoid conducting a show-up when the suspect is in a patrol car, handcuffed, or physically restrained by officers, unless safety concerns make this impractical.
- Caution the witness that the person he or she is about to see may or may not be the perpetrator—and it is equally important to clear an innocent person. The witness should also be advised that the investigation will continue regardless of the outcome of the show-up.
- Do not conduct the show-up with more than one witness present at a time.
- Separate witnesses and do not allow communication between them before or after conducting a show-up.
- If one witness identifies the suspect, use a line-up or photo array for remaining witnesses.
- Do not present the same suspect to the same witness more than once.
- Do not require show-up suspects to put on clothing worn by, speak words uttered by, or perform other actions of the perpetrator.
- Remind the witness not to talk about the show-up to other witnesses until law enforcement or prosecutors deem it permissible.
- Document the time and location of the show-up, the officer present, the result of the procedure, and any other relevant information.

## STATUTORY REFERENCES

- [MN STATUTE 626.8433](#) – Eyewitness Identification Policies Required
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

Revision approved by the POST Board on October 23, 2025.

# Sequential Photo Display Form

SEQUENTIAL PHOTO DISPLAY FORM  
(Witness Side)

Dept.: \_\_\_\_\_ C.N.: \_\_\_\_\_ OFFENSE: \_\_\_\_\_ Line-up ID# \_\_\_\_\_

WITNESS: \_\_\_\_\_ DOB \_\_\_\_\_ ADMINISTRATOR: \_\_\_\_\_

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ INVESTIGATOR ASSIGNED: \_\_\_\_\_

**READ TO WITNESS BEFORE PHOTO DISPLAY:**

\_\_\_ 1. I am about to show you a set of photos. The person who committed the crime [or: \_\_\_\_\_] may or may not be included.

**(SELECT ONE OF THESE OPTIONS AND READ.)**

- \_\_\_ 2. (IA) I do not know whether the person being investigated is included **OR**
- \_\_\_ 2. (FE) I do not know the order of the photos.
- \_\_\_ 3. Even if you identify someone during this procedure, I will continue to show you all photos in the series.
- \_\_\_ 4. Keep in mind that a photo may be an old one. Some things, like hair styles, can be changed, and skin colors may look slightly different in photographs.
- \_\_\_ 5. You should not feel you have to make an identification. It is just as important to clear innocent persons as it is to identify the guilty. Whether or not you identify someone, the investigation will continue.
- \_\_\_ 6. You will see only one photo at a time. They are not in any particular order. Take as much time as you need to look at each one. You should avoid discussing this procedure or the results with any other potential witness in the case.

Please initial here if you understand these instructions. \_\_\_\_\_

**(WITNESS TO INITIAL)**

**TO BE COMPLETED BY WITNESS AFTER PHOTO DISPLAY:**

The sequential photo line-up I was shown consisted of \_\_\_ photos.

I am unable to select any photo as being the person(s) who \_\_\_\_\_.

I have selected photo(s) # \_\_\_\_\_ as the person who \_\_\_\_\_.

(IF SELECTION MADE) How certain are you of your identification?

\_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness signature

**(Have witness sign and date any photo picked and attach to this report.)**

**SEQUENTIAL PHOTO DISPLAY FORM**  
(Administrator Side)

C.N. \_\_\_\_\_ Witness: \_\_\_\_\_ Line-up ID # \_\_\_\_\_  
Administrator  does  does not know identity of suspect.

**Instructions to administrator (READ BEFORE SHOWING PHOTO DISPLAY):**

A sequential photo line-up must either be presented by an *independent administrator* [IA] (a person who does *not* know the identity of the suspect) or, if unavailable, a *functional equivalent* [FE] method must be used. Functional equivalent means (1) that the administrator cannot see and does not know the order of the photos and (2) that the witness knows the administrator does not know the order. Before beginning the photo display, determine which of these two methods is used (IA or FE), select the appropriate instruction # 2 and cross out the inapplicable # 2.

Fill out the case information on the top of the form. Read instructions on reverse side to witness and have witness initial at end. Show photos one at a time. Only one photo at a time may be visible. As each photo is displayed, ask "Is this the person who [insert crime]?" If yes, ask, "How certain are you of your identification?" Even if identification is made, continue showing remaining photos. After all photos have been displayed, repeat display ONLY if witness requests it. In any repeat, ALL photos must be displayed in the same sequence, even if the witness only requests to see a particular photo or photos again.

Ask witness to complete witness portion of the form and sign it. If any selection is made, have the witness sign and date the photo (or photos) selected. The photo display used must be preserved. (Attach copy to this form.) BE CAREFUL NOT TO PROVIDE ANY FEEDBACK TO WITNESS ON EITHER IDENTIFICATION OR NON-IDENTIFICATION.

After witness has completed witness portion of the form, complete administrator portion of the form. This includes asking the certainty question, administrator observations and number of times display was shown. Departmental policy may also require a standard supplementary report.

**To be completed during and after photo display:**

Comments made by the witness about any photograph during the photo display (note photo number):

**(If identification made)** How certain are you of your identification?

Additional observations by administrator (e.g., any physical response or other comments by witness):

Sequential line-up was shown  once / \_\_\_\_\_ times

\_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Administrator's signature

**Have witness complete front side. Attach copy of photo display used. Have witness sign and date any photo picked.**

## Chapter 4 – Patrol Operations

### Section 466 – Criminal Conduct on School Buses

Effective:

Reevaluate:

Version Date: 11/2025

#### POLICY

Grand Rapids Police Department personnel shall respond to and investigate allegations of criminal conduct occurring on school buses within our jurisdiction. Personnel shall work and consult with school officials, transportation personnel, parents, and students when responding to these incidents, while being focused on student safety and appropriate enforcement of the law. Personnel shall work in cooperation with any other law enforcement agency that also has jurisdiction. This policy is not intended to interfere with or replace school disciplinary policies relating to misconduct on school buses.

#### PROCEDURE

Agency personnel shall:

- respond to calls for assistance from any citizen, school, or bus transportation company official regarding criminal conduct on a school bus.
- investigate reports of crimes committed on school buses by using procedures like those followed in other criminal investigations as appropriate for juveniles and/or adults.
- issue citations, release suspects pending further investigation, or apprehend and transport suspects who were engaged in criminal activity while on a school bus.
- submit investigative reports for review, approval, and consideration of charges as required by law and agency policy.
- conduct follow-up investigative work when requested by someone with proper authority within the agency or from the prosecutor's office.
- provide the appropriate school with information regarding the incident, as required or authorized by law.

#### STATUTORY REFERENCES

- [MN STATUTE 121A.28](#) – Law Enforcement Records
  - [MN STATUTE 260B.171](#) – Records
  - [MN STATUTE 169.448](#) – Other Buses
  - [MN STATUTE 169.4581](#) – Criminal Conduct on School Bus
  - [MN STATUTE 169A.31](#) – Alcohol-related School Bus or Head Start Bus
- Driving
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

Revision approved by the POST Board on July 24, 2025.

## Chapter 4 – Patrol Operations

### Section 403 – Avoiding Racial Profiling

Effective:

Reevaluate:

Version Date: 11/2025

#### POLICY

The Grand Rapids Police Department is committed to impartial policing and reinforcing procedures that assure the public we are providing service and enforcing laws in a fair and equitable manner to all.

#### DEFINITIONS

**Racial Profiling:** has the same meaning given to it in [MN Statute 626.8471](#), subdivision 2.

#### PROCEDURES

Pedestrian/vehicle stops, detentions, arrests, searches, and property seizures by peace officers shall be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the United States Constitution. Peace officers must be able to articulate specific facts, circumstances, and conclusions that support reasonable suspicion or probable cause when conducting investigations or other law enforcement related functions.

Agency personnel shall be impartial when executing their job-related duties. This means Officers shall not solely consider race, ethnicity, national origin, gender, sexual orientation, or religion in establishing reasonable suspicion or probable cause. Officers may consider the descriptors listed above when they relate to and/or specifically link to suspected unlawful or suspicious activity by a particular individual or group of individuals. In such instances, the above-mentioned attributes may be used in the same manner as age, height, weight, or other physical characteristics of specific suspects.

To prevent the perception of bias, when interacting with suspects, victims, or other members of the community, officers must:

- be respectful and professional,
- introduce or identify themselves to the citizen(s) and state the reason for the contact as soon as practical unless providing information will compromise officer or public safety,
- ensure detentions are compliant with state and federal law,
- attempt to answer any relevant questions the citizen may have regarding the contact including relevant referrals to other agencies when appropriate,
- provide their last name or badge number when requested, and

- explain the basis and reason for the stop, especially when reasonable suspicion does not result in a finding of criminal or unlawful behavior/conduct.

## **DUTY TO REPORT**

Officers shall promptly report any suspected or known instances of bias-based policing to a supervisor. Agency personnel should, when reasonable to do so, intervene to prevent any biased-based actions by another officer. If a supervisor receives a report of biased-based policing, the supervisor shall inform the CLEO as soon as practical so the agency may, if warranted, initiate an internal investigation into the alleged conduct.

## **VIOLATIONS**

Sustained violations of this policy will result in remedial training and/or disciplinary action up to termination. Confirmed violations of this policy must be reported to the POST Board in accordance with the reporting requirements in [MN Statute 626.8457](#).

## **TRAINING**

All agency personnel must review this policy annually.

## **STATUTORY REFERENCES**

- [MN STATUTE 626.8457](#) – Professional Conduct of Peace Officers
- [MN STATUTE 626.8471](#) – Avoiding Racial Profiling; Policies and Learning Objectives Required
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

Revision approved by the POST Board on October 23, 2025.

## **Chapter 10 – Personnel**

### **Section 1001 – Professional Conduct of Peace Officers (Standards of Conduct)**

**Effective:**

**Reevaluate:**

**Version Date: 11/2025**

#### **POLICY**

It is the policy of the Grand Rapids Police Department to investigate circumstances that suggest an officer has engaged in unbecoming conduct, and impose disciplinary action when appropriate. A criminal conviction is not required for the agency to impose disciplinary action on an officer who engages in conduct prohibited by this policy.

#### **PROCEDURE**

This policy applies to all agency personnel engaged in official duties whether within or outside of the territorial jurisdiction of this agency. Unless otherwise noted, this policy also applies to off duty conduct. Conduct not mentioned under a specific rule but that violates a general principle is prohibited.

#### **PRINCIPLE ONE**

Peace officers shall conduct themselves, whether on or off duty, in accordance with the Constitution of the United States, the Minnesota State Constitution, and all applicable laws, ordinances, and rules enacted or established by a legal authority. Peace officers must understand and obey the laws defining the scope of their enforcement powers. Peace officers may only act in accordance with the powers granted to them. Peace officers shall obey the same laws they are entrusted to enforce.

- Peace officers shall not knowingly exceed their authority in the enforcement of the law.
- Peace officers shall not knowingly disobey the law or rules of criminal procedure in such areas as interrogation, arrest, detention, searches, seizures, use of informants, and preservation of evidence; except when permitted in the performance of duty under proper authority.
- Peace officers shall not knowingly restrict the freedom of individuals, whether by arrest or detention, in violation of the constitutions and laws of the United States and the State of Minnesota.
- Peace officers, whether on or off duty, shall not knowingly commit any criminal offense under any laws of the United States or any state or local jurisdiction.
- Peace officers will not, according to [MN Statute 626.863](#), knowingly allow a person who is not a peace officer to make a representation of being a peace officer or perform any act, duty, or responsibility reserved by law for a peace officer.

## PRINCIPLE TWO

Peace officers shall refrain from any conduct in an official capacity that detracts from the public's faith in the integrity of the criminal justice system. Community cooperation with the police is a product of its trust that peace officers will act honestly and with impartiality. The peace officer, as the public's initial contact with the criminal justice system, must act in a manner that instills such trust.

- Peace officers shall carry out their duties with integrity, fairness, and impartiality.
- Peace officers shall not knowingly make false accusations of any criminal, ordinance, traffic, or other law violation. This provision shall not prohibit the use of deception during criminal investigations or interrogations as permitted under law.
- Peace officers shall truthfully, completely, and impartially report, testify and present evidence, including exculpatory evidence, in all matters of an official nature.
- Peace officers shall take no action knowing it will violate the constitutional rights of any person.
- Peace officers must obey lawful orders, but a peace officer must refuse to obey any order the officer knows would require the officer to commit an illegal act. If in doubt as to the clarity of an order the officer shall, if feasible, request the issuing [*officer*] to clarify the order. An officer refusing to obey an order shall be required to justify his or her actions.
- Peace officers learning of conduct or observing conduct that is in violation of any law or policy of this agency shall take necessary action and report the incident to an immediate supervisor who shall forward the information to the CLEO. If the peace officer's immediate supervisor committed the misconduct the peace officer shall report the incident to the immediate supervisor's supervisor.

## PRINCIPLE THREE

Peace officers shall perform their duties and apply the law impartially and without prejudice or discrimination. Law enforcement effectiveness requires public trust and confidence. Diverse communities must have faith in the fairness and impartiality of their police. Peace officers must refrain from fostering disharmony in their communities based upon diversity and perform their duties without regard to race, color, creed, religion, national origin, gender, marital status, or status regarding public assistance, disability, sexual orientation, or age.

- Peace officers shall provide every person in our society with professional, effective, and efficient law enforcement services.

- Peace officers shall not allow their law enforcement decisions to be influenced by race, color, creed, religion, national origin, gender, marital status, or status regarding public assistance, disability, sexual orientation, or age.

## PRINCIPLE FOUR

Peace officers shall not, whether on or off duty, exhibit any conduct which discredits themselves or their agency or otherwise impairs their ability or that of other officers or the agency to provide law enforcement services to the community. A peace officer's ability to perform his or her duties is dependent upon the respect and confidence communities have for the peace officer and law enforcement officers in general. Peace officers must conduct themselves in a manner consistent with the integrity and trustworthiness expected of them by the public.

- Peace officers shall not consume alcoholic beverages or chemical substances while on duty except as permitted in the performance of official duties, and under no circumstances while in uniform.
  - Peace officers shall not use narcotics, hallucinogens, or other controlled substances except when legally prescribed. When medications are prescribed, the officer shall inquire of the prescribing physician whether the medication will impair the [officer] in the performance of the officer's duties. The officer shall immediately notify the officer's supervisor if a prescribed medication is likely to impair the officer's performance during the officer's next scheduled shift.
- Peace officers shall not consume alcoholic beverages to the extent the officer would be rendered unfit for the [officer's] next scheduled shift. A peace officer shall not report for work with the odor of an alcoholic beverage on the officer's breath.
- Peace officers, whether on or off duty, shall not engage in any conduct which the officer knows, or should reasonably know, constitutes sexual harassment as defined under Minnesota law, including but not limited to; making unwelcome sexual advances, requesting sexual favors, engaging in sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature.
- Peace officers shall not commit any acts which constitute sexual assault or indecent exposure as defined under Minnesota law. Sexual assault does not include a frisk or other search done in accordance with proper procedures.
- Peace officers, in the course of performing their duties, shall not engage in any sexual contact or conduct constituting obscene behavior, except as permitted by department policy.
- Peace officers shall not commit any acts which, as defined under Minnesota law, constitute (1) domestic abuse, or (2) the violation of a court order restraining the [officer] from committing an act of domestic abuse or harassment, having contact with the petitioner, or excluding the peace officer from the petitioner's home or workplace.

- Peace officers shall avoid regular personal associations with persons who are known to engage in criminal activity where such associations will undermine the public trust and confidence in the officer or agency. This rule does not prohibit those associations that are necessary to the performance of official duties or where such associations are unavoidable because of the officer's personal or family relationships.

### **PRINCIPLE FIVE**

Peace officers shall treat all members of the public courteously and with respect. Peace officers are the most visible form of local government. Therefore, peace officers must make a positive impression when interacting with the public and each other.

- Peace officers shall exercise reasonable courtesy in their dealings with the public, other peace officers, superiors, and subordinates.
- No peace officer shall ridicule, mock, deride, taunt, belittle, willfully embarrass, humiliate, or shame any person to do anything reasonably calculated to incite a person to violence.
- Peace officers shall promptly advise any inquiring citizen of the agency's complaint procedure and shall follow the established agency policy for processing complaints.

### **PRINCIPLE SIX**

Peace officers shall not compromise their integrity nor that of their agency or profession by accepting, giving, or soliciting any gratuity which could be reasonably interpreted as capable of influencing their official acts or judgments or by using their status as a peace officer for personal, commercial, or political gain. For a community to have faith in its peace officers, officer's must avoid conduct that does or could cast doubt upon the impartiality of the individual officer or the agency.

- Peace officers shall not use their official position, identification cards, or badges for: (1) personal or financial gain for themselves or another person; (2) obtaining privileges not otherwise available to them except in the performance of duty; and (3) avoiding consequences of unlawful or prohibited actions.
- Peace officers shall not lend to another person their identification cards or badges or permit these items to be photographed or reproduced without approval of the chief law enforcement officer.
- Peace officers shall refuse favors or gratuities which could reasonably be interpreted as capable of influencing official acts or judgments.
- Unless required for the performance of official duties, peace officers shall not, while on duty, be present at establishments that have the primary purpose of providing sexually oriented adult entertainment. This rule does not prohibit peace officers from conducting walk-throughs of such establishments as part of their regularly assigned duties.

- Peace officers shall not authorize the use of their names, photographs, or titles in a manner that identifies them as an employee of this agency in connection with advertisements for any product, commodity, or commercial enterprise.
- Peace officers shall maintain a neutral position with regard to the merits of any labor dispute, political protest, or other public demonstration while acting in an official capacity.
- Peace officers shall not make endorsements of political candidates while on duty or while wearing the agency's official uniform.

This section does not prohibit peace officers from expressing their views on existing, proposed, or pending criminal justice legislation in their official capacity.

### **PRINCIPLE SEVEN**

Peace officers shall not compromise their integrity, nor that of their agency or profession, by taking or attempting to influence actions when a conflict of interest exists. For the public to maintain its faith in the integrity and impartiality of peace officers and their agencies [*officers*] must avoid taking or influencing official actions where those actions would or could conflict with the officer's appropriate responsibilities.

- Unless required by law or policy, a peace officer shall refrain from becoming involved in official matters or influencing actions of other peace officers in official matters impacting the officer's immediate family, relatives, or persons with whom the officer has or has had a significant personal relationship.
- Unless required by law or policy a peace officer shall refrain from acting or influencing official actions of other peace officers in official matters impacting persons with whom the officer has or has had a business or employment relationship.
- A peace officer shall not use the authority of their position as a peace officer or information available to them due to their status as a peace officer for any purpose of personal gain including but not limited to initiating or furthering personal and/or intimate interactions of any kind with persons with whom the [officer] has had contact while on duty.
- A peace officer shall not engage in any off-duty employment if the position compromises or would reasonably tend to compromise the officer's ability to impartially perform the officer's official duties.

### **PRINCIPLE EIGHT**

Peace officers shall observe the confidentiality of information available to them due to their status as peace officers. Peace officers are entrusted with vast amounts of private and personal information or access thereto. Peace officers must maintain the confidentiality of such information to protect the privacy of the subjects of that information and to maintain public faith in the officer's and agency's commitment to preserving such confidences.

- Peace officers shall not knowingly violate any legal restriction for the release or dissemination of information.
- Peace officers shall not, except in the course of official duties or as required by law, publicly disclose information likely to endanger or embarrass victims, witnesses, or complainants.
- Peace officers shall not divulge the identity of persons giving confidential information except as required by law or agency policy.

## APPLICATION

Any disciplinary actions arising from violations of this policy shall be investigated in accordance with [MN Statute 626.89](#) and [MN Rules 6700.2000](#) to [6700.2600](#).

## STATUTORY REFERENCES

- [MN STATUTE 609.43](#) – Misconduct of Public Officer or Employee
- [MN STATUTE 626.8457](#) – Professional Conduct of Peace Officers
- [MN STATUTE 626.863](#) – Unauthorized Practice
- [MN STATUTE 626.89](#) – Peace Officer Discipline Procedures Act
- [ADMINISTRATIVE RULE 6700.1600](#) – Standards of Conduct
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies
- [ADMINISTRATIVE RULE 6700.2000](#) – Definitions
- [ADMINISTRATIVE RULE 6700.2100](#) – Scope
- [ADMINISTRATIVE RULE 6700.2200](#) – Development of Written Procedures
- [ADMINISTRATIVE RULE 6700.2300](#) – Affirmation of Compliance
- [ADMINISTRATIVE RULE 6700.2400](#) – Copies of Procedures
- [ADMINISTRATIVE RULE 6700.2500](#) – Documentation of Complaints
- [ADMINISTRATIVE RULE 6700.2600](#) – Processing of Complaints

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## Chapter 10 – Personnel

### Section 1020 – Allegations of Misconduct

Effective:

Reevaluate:

Version Date: 11/2025

#### PURPOSE

The purpose of this policy is to inform all personnel and members of the public of the procedures for reporting, receiving, investigating, and resolving misconduct complaints regarding licensed peace officers employed by the Grand Rapids Police Department. The provisions of this policy are applicable to the investigation and disposition of allegations of administrative misconduct. This policy does not apply to criminal investigations.

#### POLICY

It is the policy of the Grand Rapids Police Department to accept and to fairly and impartially investigate all complaints of misconduct to determine the validity of allegations; and to impose any corrective action that may be justified in a timely and consistent manner.

#### DEFINITIONS

**Administrative Investigation:** means an internal investigation conducted in response to a complaint with the goal of determining whether a peace officer engaged in misconduct.

**Chief Law Enforcement Officer (CLEO):** has the same meaning given to it in [MN Administrative Rule 6700.0100, subpart 8](#).

**Complainant:** means a person who submits a complaint to the agency or CLEO alleging misconduct by a peace officer.

**Complaint:** means a statement alleging behavior that constitutes misconduct.

**Discipline:** means any of the following or a combination thereof:

- oral reprimand,
- written reprimand,
- suspension,
- demotion, and/or
- discharge.

**Exonerated:** means a fair preponderance of the evidence established that either:

- the peace officer named in the complaint was not involved in the alleged misconduct, or
- the act(s) that provided the basis for the complaint occurred; however, the investigation revealed that such act(s) were justified, lawful, or proper.

**Member:** means all voluntary and compensated personnel of the agency.

**Misconduct:** means 1) a violation of an agency policy or procedure governing peace officer conduct or 2) conduct by a peace officer that would be a violation of the POST Standards of Conduct per [MN Administrative Rule 6700.1600](#).

**Not Sustained:** means the investigation failed to disclose sufficient evidence to prove or disprove the allegations made in the complaint

**Policy Failure:** means that the complaint revealed a policy failure. The allegation is factual, but the peace officer followed the agency's proper policy/procedure. The policy/procedure is proven to be deficient.

**Policies and Procedures:** refers to the administrative rules adopted by the agency regulating the conduct of agency personnel.

**Receiving Authority:** means the entity who receives and is required to investigate the complaint when the subject of the complaint is a CLEO.

**Respondent:** means an individual who is the subject of a complaint investigation.

**Sustained:** means a fair preponderance of the evidence obtained in the investigation established that the peace officer's actions constituted misconduct.

**Unfounded:** means there is no factual basis for the allegation. The act or acts alleged did not occur.

## PROCEDURE

### ACCEPTANCE AND FILING OF COMPLAINTS

Complaint forms must be made available to members of the public through agency personnel, at designated public facilities, and online. Complaints may be received in person, by telephone, in writing, or via the internet. A complainant may remain anonymous but should be advised that remaining anonymous may affect the investigation of the complaint. A complainant may be accompanied by an attorney or other representative at the time a complaint is filed or at any other stage of the process. Personnel must provide assistance to individuals who express the desire to lodge a complaint. The complainant must be advised of the procedures for submitting the complaint and be provided with a copy of their submitted complaint. The complainant should be asked to verify and attest that their complaint is complete and accurate to the best of their knowledge by signing the

complaint form. If the complainant elects not to sign, this fact shall be documented and the complaint processed according to department policy. The CLEO will forward a copy of the written complaint to the respondent only after it is determined that the complaint does not allege a criminal violation. A CLEO or Receiving Authority (ie. Shift Sergeant) may delegate the duties and responsibilities required of a CLEO by this policy to an appropriate designee(s).

Any complaint made against a chief of police must initially be made to the city administrator, manager, or mayor. The city administrator, mayor, or city council, must refer investigations of alleged misconduct against a CLEO to a neutral, external investigative entity such as another law enforcement agency or a private investigative firm/organization. The external investigative entity shall not have a discernible conflict of interest.

### **INVESTIGATION OF A COMPLAINT**

Upon receipt of the complaint, the CLEO must make an initial determination as to whether or not the facts alleged require an administrative investigation. The CLEO's determination needs to be based on current agency policies and [MN Administrative Rule 6700.1600](#). If the CLEO decides that an investigation is not required, the disposition of the complaint must be cleared as "unfounded," "not sustained," or "exonerated." The complainant and the respondent will both be notified of this decision and the basis for the determination. If the complainant supplies additional information within thirty (30) days of that initial determination, the CLEO may re-review the complaint and choose to reverse the previous decision and order an administrative investigation.

If the CLEO determines an administrative investigation is required, an appropriate designee will be assigned to investigate the complaint. When the CLEO believes an external investigation is appropriate or when the CLEO is the subject of the complaint, the investigation will be assigned to a neutral, external investigative entity that has no discernible conflict of interest.

The complaint investigator must inform the complainant of his or her name, business phone number, and the status of the complaint as soon as possible after being assigned the investigation. The investigator must thoroughly investigate all allegations contained in the complaint and any other potential misconduct discovered in the course of the investigation. If the investigation reveals potential misconduct by another agency member, the investigator must report that fact to the CLEO or, in the case of a complaint against a CLEO, the appropriate city administrator, mayor, or city council. At the completion of the administrative investigation, the investigator shall prepare a report organized in the following manner:

- **Allegations.** The "allegations" section of the report should be an itemized summary of the acts of misconduct alleged in the complaint. The summary must also include all/any rules, procedures, orders, statutes, or constitutional provisions that would be violated if the allegations were to be sustained.

- **Investigation.** The “investigation” section of the report should be a chronological summary of the investigation and include all pertinent facts obtained through interviews with the complainant, accused agency personnel, and all available witnesses. Written statements, descriptions, analysis of any physical evidence, and all other relevant information must be included in this section.
- **Conclusions.** The “conclusions” section of the report should detail the investigator’s findings and conclusions as to whether any misconduct occurred. If misconduct did occur, the report should state which provisions were violated and the underlying reasons for the investigator’s findings and conclusions.

All agency personnel must cooperate with administrative investigations. When the respondent is a licensed peace officer, the investigation must comply with the requirements of [MN Statute 626.89](#), the officer's collective bargaining agreement, and any other applicable laws, administrative rules, or policies. The investigation must be completed within thirty (30) days of the filing of the complaint unless the CLEO or Receiving Authority determines there is good cause to grant an extension. The complainant and respondent must be informed of any extension given to the investigative process.

## REVIEW AND DISPOSITION

Upon completion of the investigation, the investigator must submit the report, case file, and all investigative notes to the CLEO or Receiving Authority. The CLEO or Receiving Authority may make a request for additional investigative work or make one or more of the following determinations regarding the complaint:

- unfounded,
- exonerated,
- not sustained,
- sustained, and/or
- policy failure.

The CLEO or Receiving Authority may postpone making a decision until any related criminal charges are resolved. If a determination is postponed, the complainant and respondent must be informed of the decision.

If the decision is “unfounded,” “exonerated,” “not sustained,” or “policy failure” the CLEO or Receiving Authority must notify the complainant and the respondent of the disposition as soon as practical. If the complaint is “sustained” the CLEO or Receiving Authority will:

- issue findings of fact including a summary of the acts constituting misconduct and the specific statutes, policies, regulations, and/or procedures violated,
- impose an appropriate remedial plan and/or disciplinary action, and
- advise the complainant of any public information regarding the disposition.

Prior to the implementation of any remedial and/or disciplinary action, the respondent must be provided with a copy of the findings of fact. The CLEO, Receiving Authority, and/or designee must review the findings of fact with the respondent and explain the reasons for the remedial and/or disciplinary action. When a “sustained” disposition is finalized, the respondent may appeal the disposition pursuant to the rules and law governing the accused member's employment.

An administrative complaint investigation may be re-opened by the CLEO or Receiving Authority at any time if substantial new evidence is discovered concerning the complaint.

### **MAINTENANCE AND DISCLOSURE OF DATA**

The public disclosure of any data connected to an investigative complaint process created or received by the agency in connection with this policy and procedure is governed by the provisions of the MN Government Data Practices Act. All data collected, created, received, or maintained by the agency in connection with this policy must be retained in accordance with the agency's “Record Retention Schedule.” Likewise, the placement of the disposition report or other data related to the complaint investigation in an employee's personnel file must be governed by the agency's personnel policy. The access to data collected, created, received, or maintained in connection with this policy may only be authorized by the CLEO, the “Responsible Authority,” the “Minnesota Government Data Practices Act,” or by a valid court order.

### **POST BOARD REPORTING REQUIREMENTS**

According to [MN Administrative Rule 6700.1610](#), a licensed peace officer must self-report any Standards of Conduct violations to the POST Board. The rule also states that an unlicensed person with knowledge of peace officer misconduct constituting grounds for action under [MN Statute, chapter 14](#), or [MN Administrative Rule 6700.1600](#), may report the violation to the Board.

According to [Administrative Rule 6700.1615](#), subpart 2, when a CLEO confirms that a peace officer employed by the agency has violated a board-required policy or the Standards of Conduct, the CLEO must report the violation to the POST Board in a timely manner.

[MN Statute 626.8457](#), subdivision 3, requires CLEOs to report to the POST Board any confirmed allegations of misconduct by a peace officer of their agency. CLEOs must report the incident to the board as soon as a determination has been made that a violation occurred. CLEOs must update the information submitted to the board within 30 days after the final disposition of a complaint or investigation has been issued. Law enforcement agencies and political subdivisions are prohibited from entering into a confidentiality agreement that would prevent disclosure of the data identified in [MN Statute 626.8457](#), subdivision 3, paragraph (b) to the POST Board. Any such confidentiality agreement is void as to the requirements of this section.

[MN Statute 626.8457](#), subdivision 4, requires CLEOs to cooperate with the POST Board after receiving written notification from the board that it is investigating an allegation of misconduct within its regulatory authority. Cooperation includes providing an individual peace officer's public and private data related to the allegation(s) of misconduct when requested by the board.

#### **STATUTORY REFERENCES**

- [MN STATUTE 626.8457](#) – Professional Conduct of Peace Officers
- [MN STATUTE 626.89](#) – Peace Officer Discipline Procedures Act
- [MN STATUTES; CHAPTER 14](#) – Administrative Procedure
- [ADMINISTRATIVE RULE 6700.1600](#) – Standards of Conduct
- [ADMINISTRATIVE RULE 6700.1610](#) – Reporting Obligations and Cooperation
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies
- [ADMINISTRATIVE RULE 6700.2200](#) – Development of Written Procedures
- [ADMINISTRATIVE RULE 6700.2300](#) – Affirmation of Compliance
- [ADMINISTRATIVE RULE 6700.2400](#) – Copies of Procedures
- [ADMINISTRATIVE RULE 6700.2500](#) – Documentation of Complaints
- [ADMINISTRATIVE RULE 6700.2600](#) – Processing of Complaints

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## Chapter 6 – Investigation Operations

### Section 603 – Sexual Assault Investigations

**Effective:**

**Reevaluate:**

**Version Date: 11/2025**

#### **POLICY**

It is the policy of the Grand Rapids Police Department to recognize sexual assault as a serious problem in society and to protect victims of sexual assault by ensuring its peace officers understand the laws governing this area. When investigating incidents of sexual assault, peace officers shall utilize investigative techniques that are victim centered. Officers should strive to protect the dignity and autonomy of victims by giving them choices, whenever possible, and by helping them to better understand the criminal justice system and its processes. Officers shall coordinate and work cooperatively with the prosecutor's office and assist in conducting any necessary follow-up investigations when directed to do so by the prosecuting attorney or a supervisor.

This agency will aggressively enforce the laws without bias and prejudice based on race, marital status, sexual orientation, economic status, age, disability, gender, religion, creed, immigration status, or national origin.

#### **DEFINITIONS**

**Child or Minor:** a person under the age of 18.

**Consent:** has the meaning given to it in [MN Statute 609.341](#).

**Criminal Sexual Conduct:** a person who engages in sexual contact or penetration with another person in a criminal manner as identified in [MN Statutes 609.342](#) to [609.3451](#).

**Family or Household Member:** has the same meaning given to it in [MN Statute 518B.01](#), subdivision 2(b).

**Medical Forensic Examiner:** the health care provider conducting a sexual assault medical forensic examination.

**Mentally Incapacitated:** has the meaning given to it in [MN Statute 609.341](#), subdivision 7.

**Physically Helpless:** has the meaning given to it in [MN Statute 609.341](#), subdivision 9.

**Sexual Assault:** refers to an act of sexual abuse in which an individual touches another in a sexual manner without consent or by coercion.

**Sexual Assault Medical Forensic Examination:** means an examination of a sexual assault patient by a health care provider, ideally one who has specialized education and clinical experience in the collection of forensic evidence and treatment of these patients.

**Victim Advocate:** refers to a Sexual Assault Counselor defined by [MN Statute 595.02](#), subd. 1(k) and/or Domestic Abuse Advocate as defined by [MN Statute 595.02](#), subdivision 1(l) who provide confidential advocacy services to victims of sexual assault and domestic abuse. Victim advocates provide coverage in all counties in Minnesota. Minnesota Office of Justice Programs (MN OJP) can assist with locating a local victim advocacy agency for the purposes outlined in this policy. In Itasca County this service is provided by Support Within Reach.

**Victim Centered Approach:** refers to an investigative approach which prioritizes the safety, privacy, and well-being of the victim and aims to create a supportive environment in which the victim's rights are respected and in which they are treated with dignity and respect. This approach acknowledges and respects a victim's input into the criminal justice response and recognizes victims are not responsible for the crimes committed against them.

**Vulnerable Adult:** has the meaning given to it in [MN Statute 626.5572](#), subdivision 21.

## **PURPOSE**

This policy provides peace officers important guidelines and information for responding to reports of sexual assault and affirms the authority and responsibility peace officers have to conduct thorough investigations and to make arrest determinations in accordance with established probable cause standards.

## **PROCEDURE**

### **RESPONDING TO A SEXUAL ASSAULT CALL**

When responding to a sexual assault call, officers shall respond without delay and follow standard incident response procedures. Upon arrival, officers should determine whether the victim needs medical attention as well as the location/jurisdiction in which the assault took place. If the assault took place outside of the agency's jurisdiction, the responding officer should assist the victim in contacting the appropriate law enforcement agency and provide any services or assistance requested by the victim. If the victim is unsure of where the assault took place or another jurisdiction cannot be determined, the officer should take the report. Agency personnel shall treat victims of sexual assault with dignity and respect. Agency personnel should also recognize that victims of traumatic incidents may not be willing or able to immediately assist with the criminal investigation.

During initial contact, the responding officer should explain the investigative process to the victim. This explanation should include a description of the various tasks and roles the first responder, investigator, and anyone else with whom the victim will likely interact.

Officers are encouraged to connect the victim with local victim advocates as soon as possible. Personnel should inform the victim that there are confidential victim advocates available to address any need they might have and to support them through the criminal justice process. These advocates may be present to support the victim during any interviews that take place. The victim should be provided with contact information for the local victim advocate and officers are encouraged to contact local victim advocates on the victim's behalf with their permission. Victim advocates are not, without the consent of the victim, allowed to disclose any opinion or information received from or about the victim.

## INVESTIGATION

During a sexual assault investigation, peace officers shall ensure the following tasks are completed.

- The responding officer shall collect the victim's preferred contact information.
- Officers shall ask about and document any signs and/or symptoms of injury-including strangulation.
- Officers shall ensure the victim knows they can go to a designated facility for a forensic medical examination. Officers may arrange for transportation for the victim or transport the victim themselves.
- If the victim seeks medical attention or elects to have a forensic medical examination completed, officers shall attempt to obtain a signed medical release form from the victim.
- Officers shall identify and attempt to interview any potential witnesses to the sexual assault and/or anyone the victim may have told about the assault.
- Officers shall collect any evidence related to the assault, including, but not limited to, clothing, bedding, electronic data, and security footage.

This agency recognizes that victims of sexual assault due to their age or physical, mental or emotional distress, are better served by utilizing trauma informed interviewing techniques and strategies. Such interview techniques and strategies eliminate the duplication of interviews and use a question-and-answer interviewing format with questioning being as nondirective as possible to elicit spontaneous responses. In recognizing the need for non-traditional interviewing techniques for sexual assault victims, officers should consider the following points.

- Officers are encouraged to offer to have a confidential victim advocate present as additional support for the victim during the process.
- Officers should conduct the victim interviews in person in a comfortable and welcoming environment to the extent possible.
- Officers should let the victim share details of the event at their own pace.
- Officers should be mindful of the fact that victims may have difficulty remembering incidents in a linear fashion and may remember details in the days and weeks following the assault.

Depending on the victim, additional interviews may be needed to gather any additional necessary information. In some instances, the victim may not have wanted to provide an initial statement at all. Therefore, after the initial interview or interview attempt, the officer or investigator may need to reach out to the victim to conduct a follow-up interview. Personnel should consider reaching out to the victim within a few days of the incident, or minimally, after one sleep cycle to allow the victim to process the event. The details officers and/or investigators should attempt to discern through victim interviews includes the following:

- Does the victim know the suspect?
- How long has the victim known the suspect?
- What type of relationship does the victim have (past or present) with the suspect?
- Were drugs or alcohol involved in the incident?
- Were there any behaviors or actions that altered the encounter? (i.e., Did the encounter start off consensual and then change based on the behaviors of one or more of the individuals involved?)
- What, if any, specific statements, actions, and/or thoughts did the victim and/or suspect have prior, during, and after the assault?
- What, if any, digital communication exists between those involved? (i.e., Are there social media messages, text messages, or emails between the parties that may be of evidentiary value?)

**Evidence Collection.** Peace officers investigating a sexual assault shall follow standard evidence collection procedures and any other procedures mandated by this agency. When collecting evidence, officers should consider the following points.

- Officers should collect evidence or document information regarding the environment in which the assault took place, including indications of isolation and soundproofing.
- Officers should document any evidence of threats or any communications made by the suspect, or made on behalf of the suspect, to include those made to individuals other than the victim.
- In situations where it is suspected that drugs or alcohol may have facilitated the assault, Officers should assess the scene for evidence such as drinking glasses, alcohol bottles or cans, drug paraphernalia, or other related items.
- If the victim has declined a medical examination or a medical forensic examination will not be conducted, the officer should obtain victim consent and take photographs of visible physical injuries, including any healing or old injuries. Victim should be instructed on how to document any bruising or injury that becomes apparent in the hours or days after the altercation. Officers are encouraged to follow-up with the victim a day or two after the reported event to take additional photos if the victim consents.

**Sexual Assault Medical Forensic Examinations.** Prior to a sexual assault medical forensic examination, the investigating officer should do the following:

- Ensure the victim understands the purpose of the sexual assault medical forensic examination and its importance to both their general health and wellness and to the investigation. Officers should inform the victim that forensic medical examinations are completed at zero cost to them.
- Provide the victim general information about the procedure and encourage them to seek further detail and guidance from the forensic examiner, health care professional, or victim advocate. Officers and investigators shall not deny a victim the opportunity to have an exam.
- Officers should be aware and, if necessary, relay to victims who do not want to undergo an exam that there may be additional treatments or medications they are entitled to even if they do not want to have an examination completed. Victims can get additional information on these other treatments from a health care provider or a victim advocate. If possible, law enforcement should transport or arrange transportation of the victim to the designated medical facility.
- Ask the victim to sign a medical release form to gain access to any medical records related to the examination.

Officers should not be present during any part of the examination, including during the medical history. Following the examination, the evidence collected shall be handled according to agency policy and [MN Statute 299C.106](#).

**Minors and Vulnerable Adults.** This agency recognizes that victims are better served by utilizing interview techniques and strategies that eliminate the need for multiple interviews. Members of this agency will be alert for victims who would be best served by the use of specialized interview techniques. Officers, in making this determination, should consider the victim's age, level of maturity, communication skills, intellectual capacity, emotional state, and any other observable factors that would indicate specialized interview techniques would be appropriate for a particular victim. When an officer determines that a victim requires the use of these specialized interview techniques, the officer should limit their actions to the following:

- ensuring the safety of the victim,
- ensuring the scene is safe,
- safeguarding evidence where appropriate,
- collecting any information necessary to identify the suspect, and
- addressing the immediate medical needs of individuals at the scene.

Essentially, initial responding officers should not attempt to interview the victim in these situations. Instead, officers should attempt to obtain basic information and facts about the situation, including the jurisdiction where the incident occurred and what crime(s) may have occurred. Officers should seek to obtain this information from parents, caregivers,

the reporting party, or other adult witnesses, unless those individuals are believed to be the perpetrators.

Officers responding to victims with special considerations must comply with the mandated reporting requirements of [MN Statutes 260E.06](#) and [626.557](#), as applicable. Officers investigating cases involving victims with special considerations are encouraged to coordinate these investigations with human services. Any victim or witness interviews conducted with individuals having special considerations must be audio and video recorded whenever possible. All other interviews must be audio recorded whenever possible.

Not all sexual assaults of minor victims require a mandatory report to human services. This policy recognizes that in certain cases, notifying and/or the involvement of a parent/guardian pursuant to [MN Statute 260E.22](#) can cause harm to the minor and/or impede the investigation. Officers responding to the sexual assault of a minor victim that does not trigger a mandated report under [MN Statute 260E.06](#) should assess the impact on the victim and the investigation if parents/guardians were notified before involving them.

Officers should obtain necessary contact information for the victim's caregiver, guardian or parents and where the victim may be located at a later time. Officers should advise the victim and/or any accompanying adult(s), guardians or caregivers that an investigating officer will follow up with information on a forensic interview. The officer should advise the victim's caregiver, guardian or parent that if the victim starts to talk about the incident, they should listen to them but not question them as this may influence any future statements.

Officers responding to a report of sexual assault committed against a family and/or household member must follow the requirements/guidelines of this policy as well as those in the agency's domestic abuse policy.

**Suspect Contact and Interviews.** When circumstances allow, officers should review the suspect's criminal history record before initiating contact. When reviewing the record, officers should pay special attention to qualified domestic abuse related offenses and other accusations or charges related to criminal sexual conduct. Initial and subsequent interviews with a suspect should, whenever possible, be conducted in person and recorded. If the suspect does not deny having sexual contact with the victim, but denies the encounter was non-consensual, officers should:

- collect evidence of past communication, including but not limited to all relevant interactions on social media, through text message, and through any other mediums between the suspect and victim, and
- gather additional details regarding the events that transpired prior to, during, and after the assault in an effort to identify additional potential witnesses, crime scene locations, and evidence.

As part of their investigation, officers should collect evidence from the suspect- either by consent or with a search warrant. Sexual assault medical forensic examinations may be completed on a suspect by a medical professional. If a forensic examination is not conducted, the investigating officer should ensure the following evidence is collected:

- DNA (that of the suspect and any obtainable that may be from the victim, possibly via fingernail scrapings),
- biological trace evidence (if applicable),
- the suspect's clothing worn during the assault, and
- injury photographs.

Officers should also document the suspect's appearance, the presence of any scars/tattoos, piercings, and any other identifiable marks, features, or attributes.

For sexual assaults involving strangers, officers should focus investigative efforts on the collection of video, DNA, and other trace evidence that may help identify the perpetrator.

## **VICTIM RIGHTS**

Peace officers have a statutory obligation to inform domestic and sexual assault victims of their rights. Officers must provide victims of sexual assault, minimally, with the information included herein.

- [MN Statute 611A.02](#), subdivision 2(b)(1-6), requires peace officers to provide victims an initial notice of their rights as a victim of a crime.
- [MN Statute 629.341](#), subdivision 3 requires peace officers to inform victims whether a shelter or other services are available in their community. Under this provision, [*officers*] shall also inform the victim of their legal rights and the remedies available to them.
- [MN Statute 611A.27](#), subdivision 1, requires peace officers to release information regarding a sexual assault examination kit to the victim or their delegate upon request. Victims should be informed of their right to request this information.

As stated in [MN Statute 611A.26](#), subdivision 1, no law enforcement agency or prosecutor shall require a victim, or complainant, of sexual assault to submit to a polygraph examination as a condition of proceeding with the investigation or prosecution of the crime. A victim may submit to a polygraph examination if the conditions described in [MN Statute 611A.26](#), subdivisions 2-4 are met.

## **EVIDENCE PRESERVATION**

When a victim calls to report a sexual assault and the assault was recent, dispatchers and/or peace officers should inform the victim of the following to ensure critical evidence is not lost:

- suggest to the victim that he or she not bathe or clean up,
- if the victim needs to urinate, suggest he or she collect the urine in a clean container for test and avoid wiping, and
- place any clothing, blankets, or linens worn or present during or after the assault in a paper bag unwashed.

If the assault happened more than 24 hours ago or the victim has already bathed or washed their clothing/bedding, officers should reassure the victim that other evidence may still be identified and recovered by other means.

## STATUTORY REFERENCES

- [MN STATUTES CHAPTER 260E](#) – Reporting Maltreatment of Minors
- [MN STATUTE 260C.175](#) – Taking Child Into Custody
- [MN STATUTE 260E.22](#) – Interviews
- [MN STATUTE 299C.106](#) – Sexual Assault Examination Kit Handling
- [MN STATUTE 518B.01](#) – Domestic Abuse Act
- [MN STATUTE 595.02](#) – Testimony of Witnesses
- [MN STATUTE 609.341](#) – Definitions
- [MN STATUTE 609.342](#) – Criminal Sexual Conduct in the First Degree
- [MN STATUTE 609.343](#) – Criminal Sexual Conduct in the Second Degree
- [MN STATUTE 609.344](#) – Criminal Sexual Conduct in the Third Degree
- [MN STATUTE 609.345](#) – Criminal Sexual Conduct in the Fourth Degree
- [MN STATUTE 609.3451](#) – Criminal Sexual Conduct in the Fifth Degree
- [MN STATUTE 609.3453](#) – Criminal Sexual Predatory Conduct
- [MN STATUTE 609.3458](#) – Sexual Extortion
- [MN STATUTE 609.3459](#) – Law Enforcement; Reports of Sexual Assaults
- [MN STATUTE 609.347](#) – Evidence in Criminal Sexual Conduct Cases
- [MN STATUTE 609.35](#) – Costs of Medical Examination
- [MN STATUTE 611A.02](#) – Notification of Victim Services and Victims' Rights
- [MN STATUTE 611A.26](#) – Polygraph Examinations; Criminal Sexual Assault Conduct Complaints; Limitations
- [MN STATUTE 611A.27](#) – Victim Rights to Sexual Assault Evidence Information
- [MN STATUTE 626.5572](#) – Definitions
- [MN STATUTE 626.8442](#) – Policies on Sexual Assaults
- [MN STATUTE 629.341](#) – Allowing Probable Cause Arrests for Domestic Violence; Immunity from Liability
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

Revision approved by the POST Board on October 23, 2025.

## Chapter 6 – Investigation Operations

### Section 606 – Administrative Forfeiture

**Effective:**

**Reevaluate:**

**Version Date: 01/2026**

## POLICY

Grand Rapids Police Department personnel shall follow state and federal laws regarding administrative forfeitures and the handling of seized property. This policy applies to agency personnel assigned to another agency's task force as well as personnel from outside agencies assigned to a task force managed by the Grand Rapids Police Department.

## DEFINITIONS

**Ammunition:** has the meaning given to it in [MN Statute 609.02, subdivision 17](#).

**Controlled Substance:** has the meaning given to it in [MN Statute 152.01, subdivision 4](#).

**Conveyance Device:** has the meaning given to it in [MN Statute 609.531, subdivision 1\(a\)](#).

**Firearm:** has the meaning given to it in [MN Statute 609.666, subdivision 1\(a\)](#).

**Firearm Accessories:** means devices and attachments made to be used for or with a firearm. Firearm accessories may include, but are not limited to, holsters, gun cases, firearm optics, suppression devices, and firearm cleaning supplies.

**Forfeiture:** the process by which legal ownership of an asset is transferred to a government or other authority.

**Forfeiture Reviewer:** means agency personnel responsible for reviewing all forfeiture cases and for being the liaison between the agency and prosecutor's office.

**Jewelry/Precious Metal/Precious Stones:** refers to items of jewelry such as rings, necklaces, and watches that reasonably appear to be made with precious metals or precious stones. Precious metals include, but are not limited to, gold, silver, platinum, iridium, and palladium. Precious stones, often referred to as gemstones, include, but are not limited to, diamonds, emeralds, and rubies.

**Money:** has the meaning given to it in [MN Statute 609.5314, subdivision 1\(d\)](#).

**Seizure:** refers to the act of law enforcement officials taking property, including but not limited to, money and vehicles, that have been used in connection with or acquired as a result of illegal activities.

## PROCEDURE

### SEIZED PROPERTY SUBJECT TO ADMINISTRATIVE FORFEITURE

The items described herein are subject to administrative forfeiture under [MN Statute 609.5314, subdivision 1](#).

- All money totaling \$1,500 or more, precious metals, and precious stones for which there is probable cause to believe they represent the proceeds of a controlled substance offense.
- All money found in proximity to controlled substances when there is probable cause to believe that the money was exchanged for the purchase of a controlled substance.
- All conveyance devices containing controlled substances with a retail value of \$100 or more if there is probable cause to believe that the conveyance device was used in the transportation or exchange of a controlled substance intended for distribution or sale.
- All firearms, ammunition, and firearm accessories.

### PROCESSING SEIZED PROPERTY FOR FORFEITURE PROCEEDINGS

When any property as described in the above section is seized, the peace officer making the seizure must ensure the required forfeiture forms are completed, that a receipt for the seized items is completed, and that the appropriate notifications are made within 60 days pursuant to [MN Statute 609.5314, subdivision 2](#).

The notice form contains information in English, Hmong, Somali, and Spanish concerning the right to obtain judicial review and the procedure to follow under [MN Statute 609.5314](#) for obtaining the review. The form must be dated and signed by the peace officer conducting the seizure. The agency case number must be included on the form. The individual from whom the property was seized must be given an opportunity to sign the seizure notice form. If the person refuses, the peace officer conducting the

seizure must check the appropriate box indicating the refusal to sign. If property is seized from multiple individuals, a separate seizure form must be completed for each individual. A copy of the seizure form must be given to the individual served.

All property subject to and being processed for forfeiture through the agency must be held in the agency's custody.

The peace officer conducting the seizure shall ensure the original and pink copy of the seizure notices, seized property processing worksheets, property receipts, and reports are forwarded to the Forfeiture Reviewer within 10 days of seizure. The peace officer who conducted the seizure shall inform the Forfeiture Reviewer of the estimated retail value of drugs found in proximity to the asset seized.

**Money.** Peace officers shall not seize money having an aggregate value less than \$50.00, unless pre-recorded buy funds are included in the money seized. Money shall be counted by two peace officers while in the presence of one another, then the money must be placed in an envelope that is sealed and initialed/dated by the two peace officers. This process should be documented via video recording. If video recording is not available, the peace officer shall document the reason(s) why a recording was not captured in their report. The property bag and/or inventory receipt shall then be signed/dated by the two peace officers who counted the money.

All forfeitable money seized will be turned over to the Forfeiture Reviewer or property/evidence room as soon as practical after the seizure. Prior to deposit with the Forfeiture Reviewer, officers shall examine all money seized to determine whether it contains any buy funds. Officers shall document the recovery of all buy funds and deposit those funds with the Forfeiture Reviewer or other designated person/entity to be returned to the appropriate unit's buy fund account.

Officers seizing money shall also prepare a property inventory. If money is seized from multiple individuals, a property inventory receipt shall be completed for each individual. The property inventory receipt shall specify the total amount of money seized from each individual. The agency property inventory shall also contain a detailed description of all money, checks, money orders, travelers checks and/or other financial instruments. The [officer] conducting the seizure shall ensure a copy of the completed property inventory receipt is provided to the Forfeiture Reviewer.

It is the seizing peace officer's responsibility to secure the money consistent with this agency's policy/procedure for seizing/forfeiting money.

**Jewelry/Precious Metals/Precious Stones.** Peace officers seizing jewelry, precious metal, or precious stones will write a detailed description of each item on the property inventory form/receipt prior to inventorying the items. A copy of the property receipt and any photographs of the item(s) shall be delivered to the Forfeiture Reviewer and kept

with the case file. Officers seizing jewelry, precious metals, or precious stones shall deliver those items to the property/evidence room as soon as practical.

**Conveyance Devices.** Upon seizure for forfeiture, all conveyance devices shall immediately be either taken to a secure designated area or to an agency approved impound facility. Officers shall inventory the conveyance device and its contents in accordance with this agency's policies. Officers shall also complete the applicable forms and distribute them as appropriate. Copies of the appropriate forms shall also be provided to the Forfeiture Reviewer and kept with the case file.

**Firearms/Ammunition/Firearm Accessories.** When firearms, ammunition, or firearm accessories are seized, they shall be inventoried and delivered to the property/evidence room as soon as practical. The appropriate forms shall be completed and distributed as appropriate. Copies of the completed forms shall be provided to the Forfeiture Reviewer and kept with the case file.

## FORFEITURE REVIEWER

The Forfeiture Reviewer is responsible for ensuring forfeiture changes are forwarded to a supervisor for review.

## REPORTS

Officers seizing property shall complete a report. All reports must include a description of the items seized, where the property was turned-in/inventoried, the name of the individual served, the date the seizure form was served, the name of the serving [officer], and whether or not the individual signed the forfeiture form. All reports dealing with the seized property must be completed within 24 hours of the seizure unless the [officer] received permission from their direct supervisor to exceed the 24-hour requirement. In such instances, information regarding what item was seized, by whom, and where the property is being stored shall be documented in a location accessible by other agency personnel.

## TRAINING

Training will be provided by the agency in consultation with the prosecuting authority to personnel who may exercise the use of administrative forfeiture in the performance of their assigned duties. Such training will be conducted whenever the agency policy is changed or modified based upon administrative directives, legislative changes, and/or

court decisions. Training may include, but is not limited to, agency policy, directives, and electronic or traditional classroom education.

## STATUTORY REFERENCES

- [MN STATUTE 152.01](#) – Definitions
- [MN STATUTE 609.02](#) – Definitions
- [MN STATUTE 609.531](#) – Forfeitures
- [MN STATUTE 609.5311](#) – Forfeiture of Property Associated with Designated Offenses
- [MN STATUTE 609.5312](#) – Forfeiture of Property Associated with Controlled Substances
- [MN STATUTE 609.5313](#) – Forfeiture by Judicial Action; Procedure
- [MN STATUTE 609.5314](#) – Administrative Forfeiture of Certain Property Seized in Connection with a Controlled Substance Seizure
- [MN STATUTE 609.5315](#) – Disposition of Forfeited Property
- [MN STATUTE 609.5316](#) – Summary Forfeitures
- [MN STATUTE 609.18](#) – Forfeiture of Vehicles Used in Drive-by Shootings
- [MN STATUTE 609.666](#) – Negligent Storage of Firearms

Revision approved by the POST Board on July 24, 2025.

## Chapter 6 – Investigation Operations

### Section 608 – Confidential Informants

Effective:

Reevaluate:

Version Date: 01/2026

## POLICY

The purpose of this policy is to inform Grand Rapids Police Department personnel of how the recruitment, control, and use of confidential informants must occur.

## DEFINITIONS

**Compelling Public Interest:** refers to a situation in which a failure to act would result or likely result in loss of life, serious injury, or have some serious negative consequence for persons, property, or public safety and therefore demand action.

**Confidential Informant or CI:** refers to an individual who provides information about criminal activity to a law enforcement agency. In their capacity as a CI, individuals may:

- make controlled buys or controlled sales of contraband, controlled substances, or other items that are material to a criminal investigation;
- supply information about suspected or actual criminal activities to law enforcement; or
- provide information pertinent to ongoing criminal intelligence gathering or criminal investigative efforts.

**Controlled Buy:** means the purchase of contraband, controlled substances, or other items that are material to a criminal investigation from a target offender that is initiated, managed, overseen or participated in by law enforcement personnel with the knowledge of a confidential informant.

**Confidential Informant File:** means a file maintained to document all information that pertains to a confidential informant.

**Controlled Sale:** means the sale of contraband, controlled substances, or other items that are material to a criminal investigation to a target offender that is initiated, managed, overseen or participated in by law enforcement personnel with the knowledge of a confidential informant.

**Overseeing Agent:** means the peace officer primarily responsible for the supervision and management of a confidential informant.

**Target Offender:** means the person suspected by law enforcement personnel to be implicated in criminal acts by the activities of a confidential informant.

## **PROCEDURES**

### **INITIAL SUITABILITY DETERMINATION**

An initial suitability determination and report must be completed on any individual who is being considered for a role as a CI. The report must be submitted to an individual who has proper delegated authority for determining whether a person may be a CI. The report must include sufficient detail regarding the risks and benefits of using the individual so that a sound determination may be made. The following information must be addressed in the report, when applicable:

- age, sex, and residence;
- employment status or occupation;
- affiliation with legitimate businesses and illegal or suspicious enterprises;
- extent to which potential information, associations, or other assistance could benefit a present or future investigation;
- relationship with the target of an investigation;
- motivation in providing information or assistance;
- risk of adversely affecting an existing or future investigation;
- extent to which provided information can be corroborated;
- prior record as a witness;
- criminal history, to include whether he or she is the subject of a pending investigation, is under arrest, or has been charged with a crime;
- risk to the public or as a flight risk;
- consultation with the individual's probation, parole, or supervised release agent, if any;
- consideration and documentation of the individual's diagnosis and history of mental illness, substance use disorder, traumatic brain injury, or disability;

- whether the individual has overdosed in the previous 12 months;
- relationship to anyone in law enforcement;
- risk of physical harm to the potential CI or their immediate family or relatives for cooperating with law enforcement; and
- prior or current service as a CI with this or another law enforcement organization.

Prior to approving an individual as a CI, an individual with the proper delegated authority must review the initial suitability determination report. Any prospective or current CI must be excluded from engaging in a controlled buy or sale if the prospective or current CI:

- is receiving in-patient treatment or partial-hospitalization treatment administered by a licensed service provider for a substance use disorder or mental illness, or
- is participating in a treatment-based drug court program or treatment court; except that the prospective or current CI may provide confidential information while receiving treatment, participating in a treatment-based drug court program or treatment court.

Documentation and special consideration must be made of the risks involved in engaging a prospective or current CI in the controlled buy or sale of a controlled substance if the individual is known to have experienced, or has reported experiencing, a drug overdose in the previous 12 months. Any prospective or current CI who is known to abuse substances, or is at risk for abusing substances, should be provided referral to prevention or treatment services. Any prospective or current CI that has a physical or mental illness that impairs the ability of the individual to understand instructions and make informed decisions should be referred to a mental health professional or other appropriate medical professional, or a case manager/social worker from the county social services agency, or other substance abuse and mental health services.

Each CI's suitability must be reviewed every 6 months, at a minimum, during which time the CI's overseeing agent must submit a Continuing Suitability Report addressing the foregoing issues in this section as applicable. An initial suitability determination must be conducted on a reactivated CI regardless of the length of inactivity. Any information that may negatively affect a CI's suitability during the course of their use must be documented in the CI's file and forwarded to the appropriate authorized personnel as soon as possible. Supervisors must review informant files regularly with the overseeing agent and must attend debriefings of CIs periodically as part of the informant management process. If a supervisor is unable to attend a CI briefing, another agent or investigatory partner must attend the meeting so 2 agents/peace officers are present.

When a CI is active for more than 12 consecutive months, a supervisory meeting with the CI must be conducted without the overseeing agent. CI contracts must be terminated, and the CI file placed in inactive status when the CI has not been utilized for 6 months or more.

**Exigent Confidential Informants.** When an individual who has been arrested is willing to immediately cooperate and perform investigative activities under the direction of an overseeing agent, the initial suitability determination may be deferred. In these cases, the individual may be utilized as a CI for a period not to exceed 12 hours from the time of arrest. An exigent confidential informant may be used if all of the conditions listed below are met:

- the individual is not excluded from utilization as a CI per the conditions described in this policy;
- there is a compelling public interest or exigent circumstances exist that demand immediate utilization of the individual as a CI and any delay would significantly and negatively affect any investigation; and
- a supervisor has reviewed and approved the individual for utilization as a CI under these circumstances.

An initial suitability determination must be conducted after the 12-hour window if the CI decides to engage in any further investigative activities.

**Special Confidential Informants.** Certain individuals who are being considered for use as a CI require special review and approval. In all instances, the agency's CLEO or their designee and the office of the prosecutor or county attorney should be consulted prior to the use of these individuals as CIs. The following individuals are considered "special" confidential informants and require additional review and approval prior to taking on a CI role:

- juveniles,
- individuals obligated by legal privilege of confidentiality, and
- government officials.

A juvenile under the age of 18 may only participate in a controlled buy or sale if his or her parent(s) or guardian(s) have provided the agency or overseeing [*officer*] written permission. The use of a juvenile CI may only be granted by the supervising authority when there is a compelling public interest. Juveniles who are wards of the State may not be used as a CI.

The use of any special CI identified in this policy requires special review and approval by the supervising authority and the prosecutor's/county attorney's office.

## **STATUTORY REFERENCES**

- [MN STATUTE 626.8476](#) – Confidential Informants
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

Revision approved by the POST Board on October 23, 2025.

## **Chapter 3 – General Operations**

### **Section 300 – Use of Force**

**Effective:**

**Reevaluate:**

**Version Date: 11/2025**

## **USE OF FORCE**

### **PURPOSE**

This policy provides guidelines on the reasonable use of Force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of the Grand Rapids Police Department is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

### **POLICY**

It is the policy of the Grand Rapids Police Department to ensure officers respect the sanctity of human life when making decisions regarding use of force. Peace officers have been granted the extraordinary authority to use force when necessary to accomplish lawful ends. Officers shall treat everyone with dignity and without prejudice and use only the force that is objectively reasonable to effectively bring an incident under control, while protecting the safety of others and the officer.

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

Officers should exercise special care when interacting with individuals with known physical, mental health, developmental, or intellectual disabilities as an individual's disability may affect the individual's ability to understand or comply with commands from peace officers.

The decision by an officer to use force shall be evaluated from the perspective of a reasonable peace officer in the same situation, based on the totality of the circumstances known to or perceived by the officer at the time, rather than with the benefit of hindsight, and that the totality of the circumstances shall account for occasions when officers may be forced to make quick judgments about using such force.

This policy applies to all licensed peace officers engaged in the discharge of official duties. This policy is to be reviewed annually. Any questions or concerns should be addressed with the immediate supervisor for clarification.

## DEFINITIONS

**Authorized Device:** a device an officer has received permission from the agency to carry in the performance of their duties, and for which the officer has:

- obtained training in the technical, mechanical and physical aspects of the device; and
- developed a knowledge and understanding of the law, rules and regulations regarding the use of such a device.

**Bodily Harm:** has the meaning given to it in [MN Statute 609.02](#), subdivision 7.

**Choke Hold:** has the meaning given to it in [MN Statute 609.02](#), subdivision 3(b).

**Deadly Force:** has the meaning given to it in [MN Statute 609.066](#), subdivision 1.

**De-escalation:** acting or communicating verbally or non-verbally during a potential force encounter in an attempt to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources can be called upon to resolve the situation without the use of force or with a reduction in the force necessary. De-escalation may include the use of such techniques as command presence, advisements, warnings, verbal persuasion, and tactical repositioning.

**Exigent Circumstances:** refers to circumstances that would lead a reasonable peace officer to believe that a particular action is immediately necessary to prevent physical harm to an individual, the destruction of relevant evidence, the escape of a suspect, or some other consequence to individuals or law enforcement's efforts.

**Great Bodily Harm:** has the same meaning given to it in [MN Statute 609.02](#), subdivision 8.

**Imminent:** means something is ready to take place or is impending. Imminent does not mean instantaneous.

**Less-lethal Force:** refers to any use of force other than that which is considered deadly force that involves the physical effort to control, restrain, or overcome the resistance of another person.

**Objectively Reasonable:** means the use and level of force used by a peace officer, given the totality of the circumstances and information known by the peace officer at the time the force was used, is in alignment with what any other reasonable and prudent peace officer would do in the same or similar situation. Objective reasonableness is not evaluated using hindsight.

**Totality of the Circumstances:** refers to all the facts and circumstances known to a peace officer at the time, taken as a whole, when a use of force determination is made. This includes the conduct of the peace officer and subject leading up to any use of force.

## PROCEDURE

An officer shall use de-escalation techniques and other alternatives to force consistent with their training whenever possible and appropriate before resorting to force. Whenever possible and when such delay will not compromise the safety of another or the officer and will not result in the destruction of evidence, escape of a suspect, or the commission of a crime, an officer shall allow an individual time and opportunity to submit to verbal commands before force is used.

In general, when using force, officers should consider or ensure the following:

- Use of physical force should be discontinued when resistance ceases or when the incident is under control.
- Physical force shall not be used against individuals in restraints, except as objectively reasonable to prevent their escape or prevent imminent bodily injury to the individual, the officer, or another person. In these situations, only the amount of force necessary to control the situation shall be used.
- Once the scene is safe and as soon as practical, an officer shall provide appropriate medical care, consistent with his or her training, to any individual who has visible injuries, complains of being injured, or requests medical attention. This may include providing first aid, requesting emergency medical services, and/or arranging for transportation to an emergency medical facility.

Except in cases where deadly force is authorized as articulated in [MN Statute 609.066](#) to protect the peace officer or another from death or great bodily harm, officers are prohibited from:

- using chokeholds,
- tying all of a person's limbs together behind their back to render the person immobile (i.e., a hog tie), or-
- securing a person in any way that results in transporting the person face down in a vehicle.

## LESS-LETHAL FORCE

When de-escalation techniques are not effective or appropriate, an officer may consider the use of force to control a non-compliant or actively resistant individual. An officer is authorized to use agency-approved force techniques and equipment in the following circumstances:

- effecting a lawful arrest,
- executing a legal process,
- enforcing an order of the court,
- executing any other duty imposed upon the peace officer by law, and/or
- defending oneself or another.

Officers shall use only the amount of force that is reasonably necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

## **DEADLY FORCE**

An officer is authorized to use deadly force if an objectively reasonable officer would believe, based on the totality of the circumstances known to the officer at the time and without the benefit of hindsight, that such force is necessary. Use of deadly force is justified when one or both of the following apply:

- To protect the peace officer or another from death or great bodily harm, provided that the threat:
  - can be articulated with specificity,
  - is reasonably likely to occur absent action by the law enforcement officer, and
  - must be addressed through the use of deadly force without unreasonable delay; or
- To effect the arrest or capture, or prevent the escape, of a person whom the peace officer knows or has reasonable grounds to believe has committed or attempted to commit a felony and the peace officer reasonably believes that the person will cause death or great bodily harm to another person under the threat criteria listed above unless immediately apprehended.

An officer shall not use deadly force against a person based on the danger the person poses to themselves if an objectively reasonable officer would believe, based on the totality of the circumstances, that the person does not pose a threat of death or great bodily harm to the peace officer or another.

When feasible, the officer shall identify themselves as a law enforcement officer and warn of their intent to use deadly force.

## **DUTY TO INTERCEDE AND REPORT**

Regardless of tenure or rank, a peace officer shall intercede when 1) they are present and observe another peace officer use force in violation of [MN Statute 609.066](#),

subdivision 2, or otherwise beyond that which is objectively reasonable under the circumstances and 2) they are physically or verbally able.

A peace officer who observes another peace officer use force that exceeds the degree of force permitted by law has the duty to report the incident in writing within 24 hours to the chief law enforcement officer of the agency that employs the reporting officer. This report shall be made even if the peace officer observed using excessive force is not employed by this agency.

## **TRAINING**

All officers shall receive training, at least annually, on this agency's use of force policy and related legal updates. Throughout the year, this agency will provide its officers de-escalation, simulation, and scenario-based trainings focused on use of force to aid officers in use of force situations and determinations.

Before being authorized to carry a firearm, all officers shall receive training and instruction with regard to the proper use of deadly force and to the agency's policies and state statutes with regard to such force. Such training and instruction shall continue on an annual basis.

Before carrying an authorized device, all officers shall receive training and instruction on the use of the device including training as it relates to use of force situations. Such training and instruction shall continue on an annual basis. Officers shall only carry and use authorized devices unless circumstances exist, which pose an immediate threat to the safety of the public or the officer that justify the use of a device or object, that has not been previously authorized, to counter such a threat. With agency approval, officers may modify, alter, or cause to be altered an authorized device in their possession or control.

The chief law enforcement officer shall maintain records of the agency's compliance with use of force training requirements.

## **REPORTING USE OF FORCE**

All use of force incidents by a member of the Grand Rapids Police Department, other than routine handcuffing, shall be documented promptly, completely, and accurately in the police narrative report and the departmental Use of Force form shall be completed. Depending on the nature of the incident, the officer should articulate the factors perceived and why the use of force was reasonable under the circumstances.

## **STATUTORY REFERENCES**

- [MN STATUTE 609.02](#) – Definitions
- [MN STATUTE 609.06](#) – Authorized Use of Force
- [MN STATUTE 609.065](#) – Justifiable Taking of Life

- [MN STATUTE 609.066](#) – Authorized Use of Force by Peace Officers
- [MN STATUTE 626.5534](#) – Use of Force Reporting; Independent Investigations Required
- [MN STATUTE 626.8452](#) – Deadly Force and Firearms Use; Policies and Instruction Required
- [MN STATUTE 626.8475](#) – Duty to Intercede and Report
- [ADMINISTRATIVE RULE 6700.1610](#) – Reporting Obligations and Cooperation
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

Revision approved by the POST Board on October 23, 2025.

## Chapter 4 – Patrol Operations

### Section 411 – Public Assembly and First Amendment Activity

Effective:

Reevaluate:

Version Date: 01/2026

#### PURPOSE

The purpose of this policy is to provide Grand Rapids Police Department with guidelines regarding the application and operation of acceptable law enforcement actions addressing public assemblies and First Amendment activity. The Grand Rapids Police Department supports the individual rights of freedom of speech, expression, and peaceful assembly, which are protected by the United States Constitution and the Minnesota State Constitution. However, neither constitution protects criminal activity or threats against citizens, businesses, or critical infrastructure.

When dealing with First Amendment activity, officers shall ensure their actions are within the scope of the constitutions.

- The [First Amendment](#) to the Constitution of the United States of America states, "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof, or abridging the freedom of speech or of the press, or the right of the people peaceably to assemble and to petition the Government for a redress of grievances."
- The [Bill of Rights in Article 1](#) of the [Minnesota Constitution](#) addresses the rights of free speech and the liberty of the press.

#### POLICY

The Grand Rapids Police Department will uphold the constitutional rights of free speech and assembly while using the minimum use of physical force and authority reasonably required to address a crowd management or crowd control issue. The policy of the Grand Rapids Police Department regarding crowd management and crowd control is to apply the appropriate level of direction and control to protect life, property, and vital facilities while maintaining public peace and order during a public assembly or First Amendment activity. Agency personnel must not harass, intimidate, or discriminate against or unreasonably interfere with persons engaged in the lawful exercise of their rights. This policy concerning crowd management, crowd control, crowd dispersal, and [police] responses to violence and disorder applies to spontaneous demonstrations, crowd event situations, and planned demonstrations or crowd events regardless of the permit status of the event. This policy shall be reviewed annually by all personnel.

## DEFINITIONS

**Chemical Agent Munitions:** refers to munitions designed to deliver chemical agents from a launcher or when hand thrown.

**Control Holds:** refers to soft empty hand control techniques that do not involve striking.

**Crowd Management:** means techniques used to manage lawful public assemblies before, during, and after an event. Crowd management can be accomplished in part through coordination with event planners and group leaders, permit monitoring, and past event critiques.

**Crowd Control:** means techniques used to address unlawful public assemblies.

**Deadly Force:** has the meaning given to it in [MN Statute 609.066](#), subdivision 1.

**Direct Fired Munitions:** refers to less-lethal munitions designed to be fired at a specific target.

**First Amendment Activities:** First Amendment activities include all forms of speech and expressive conduct used to convey ideas and/or information, express grievances, or otherwise communicate with others and include both verbal and non-verbal expression. Common First Amendment activities include, but are not limited to, speeches, demonstrations, vigils, picketing, distribution of literature, displaying banners or signs, street theater, and other artistic forms of expression. All these activities involve the freedom of speech, association, and assembly and the right to petition the government, as guaranteed by the United States Constitution and the Minnesota State Constitution.

The government may impose reasonable restrictions on the time, place, or manner of protected speech, provided the restrictions are justified without reference to the content of the regulated speech, that they are narrowly tailored to serve a significant governmental interest, and that they leave open ample alternative channels for communication of the information.

**Great Bodily Harm:** has the same meaning given to it in [MN Statute 609.02](#), subdivision 8.

**Legal Observers:** refers to individuals, usually representatives of civilian human rights agencies, who attend public demonstrations, protests, and other activities. The following may be indicia of a legal observer: wearing a green National Lawyers' Guild issued or authorized Legal Observer hat and/or vest (a green NLG hat and/or black vest with green labels) or wearing a blue ACLU issued or authorized legal observer vest.

**Less-lethal Munitions:** has the same meaning given to it in [MN Statute 609.066](#), subdivision 1.

**Media:** means any person who is an employee, agent, or independent contractor of any newspaper, magazine or other periodical, book publisher, news agency, wire service, radio or television station or network, cable or satellite station or network, or audio or audiovisual production company, or any entity that is in the regular business of news gathering and disseminating news or information to the public by any means, including, but not limited to, print, broadcast, photographic, mechanical, internet, or electronic distribution. For purposes of this policy, the following are indicia of being a member of the media: visual identification as a member of the press, such as by displaying a professional or authorized press pass or wearing a professional or authorized press badge, or some distinctive clothing that identifies the wearer as a member of the press.

## PROCEDURES

This policy does not preclude officers from taking appropriate action to direct crowd and vehicular movement; enforce ordinances and statutes; and to maintain the safety of the crowd, the general public, law enforcement personnel, and emergency personnel.

## RESPONSE TO CROWD SITUATIONS

**Operational Planning.** For preplanned First Amendment events within this agency's jurisdiction, supervisory/command staff shall develop an operational plan. The plan shall be communicated to and should be followed by personnel involved in the operation. The operational plan, at a minimum, should include the following information:

- the event date, time, and location,
- the type of event and the groups involved (organizer information may be included, if available),
- a description of the anticipated weather conditions,
- agency personnel assignments,
- details regarding the equipment and additional resources available (including mutual support agencies), and
- any other operational information that would be helpful to involved personnel.

For unplanned First Amendment events, the first responding [*officer*] should assess the event without interfering with attendees. From the assessment, the [*officer*] shall relay the following information, if it is known, to dispatch and command staff:

- the location of the event,
- the approximate number of attendees,
- the purpose of the event,
- whether any indicators of unlawful activity are present, and
- the officer's predicted ability/need to continue monitoring the event.

**Uniform.** All officers responding to First Amendment assemblies must at all times, including when wearing protective gear, display their agency name and a unique personal identifier in compliance with this department's uniform policy. The chief law enforcement officer must maintain a record of any peace officer at the scene who is not in compliance with this requirement due to exigent circumstances.

**Officer Conduct.** All peace officers responding to public assemblies must be mindful of their personal conduct and remain professional.

- O shall avoid negative verbal engagement with members of the crowd. Verbal abuse against peace officers does not constitute a reason for an arrest or for any use of force against such individuals.
- [Officers] must maintain professional demeanor and remain neutral in word and deed despite unlawful or anti-social behavior on the part of crowd members.
- [Officers] must not act or fail to act based on the opinions being expressed.
- [Officers] must not interfere with the rights of members of the public to observe and document police conduct via video, photographs, or other methods unless doing so interferes with on-going police activity.

**Lawful Assembly.** Individuals or groups present on the public way, such as public facilities, streets or walkways, generally have the right to assemble, rally, demonstrate, protest, or otherwise express their views and opinions through varying forms of communication including the distribution of printed matter. These rights may be limited by laws or ordinances regulating such matters as the obstruction of individual or vehicle access or egress, trespass, noise, picketing, distribution of handbills, leafleting, and loitering.

**Unlawful Assembly.** According to [MN Statute 609.705](#), an assembly is considered unlawful when three or more persons assemble 1) with the intent to commit an unlawful act by force; 2) with intent to carry out any purpose in a manner that will disturb or

threaten the public peace; or 3) without an unlawful purpose, but the participants so conduct themselves in a disorderly manner as to disturb or threaten the public peace. It is a misdemeanor for an individual to participate in an unlawful assembly.

- The mere failure to obtain a permit, such as a parade permit or sound permit, is not a sufficient basis to declare an unlawful assembly.
- The fact that some of the demonstrators or organizing groups have engaged in violent or unlawful acts on prior occasions or demonstrations is not grounds for declaring an assembly unlawful.
- Whenever possible, the unlawful behavior of a few participants must not result in the majority of peaceful protestors being deprived of their First Amendment rights, unless other participants or officers are threatened with dangerous circumstances.
- Unless emergency or dangerous circumstances prevent negotiation, crowd dispersal techniques must not be initiated until after attempts have been made through contacts with the police liaisons and demonstration or crowd event leaders to negotiate a resolution of the situation so that the unlawful activity will cease, and the First Amendment activity can continue.

**Declaration(s) of Unlawful Assembly.** If the on-scene supervisor/incident commander has declared an unlawful assembly, the reasons for the declaration and the names of the decision maker(s) must be recorded. The declaration and dispersal order must be announced to the assembly. The name(s) of the officers announcing the dispersal order should be recorded, with the time(s) and date(s) documented. The dispersal order must include:

- the name and rank of the person and agency giving the order,
- a declaration of “unlawful assembly” and the reason(s) for the declaration,
- information regarding egress or escape routes that may be used by individuals to disperse,
- the specific consequences that will result due to a failure to comply with the dispersal order, and
- how long individuals have to comply with the dispersal order.

Dispersal announcements must be made in a manner that will ensure that they are audible over a sufficient area. Dispersal announcements must be made from different locations when the demonstration is large and noisy. The dispersal announcements should be repeated after commencement of the dispersal operation so that individuals who were not present for the original broadcast will understand that they must leave the area. The announcements must specify adequate egress or escape routes. Whenever possible, a minimum of two escape/egress routes shall be identified and announced. Whenever possible, dispersal orders should also be given in other languages that are appropriate for the audience. Officers must recognize that not all crowd members may be fluent in the language(s) used in the dispersal order.

**Crowd Dispersal.** Crowd dispersal techniques should not be initiated until officers have made repeated announcements to the crowd, or are aware that repeated announcements have been made, asking members of the crowd to voluntarily disperse. The dispersal orders should have also informed individuals in the crowd of the specific consequences that will result due to a failure to disperse (i.e., arrest). Unless an immediate risk to public safety exists or significant property damage is occurring, sufficient time will be allowed for a crowd to comply with a peace officer's commands before action is taken. If verbal announcements to disperse do not result in voluntary movement by the crowd, peace officers may utilize additional crowd dispersal tactics. Additional crowd dispersal tactics must be approved and ordered by the on-scene supervisor/incident commander before agency staff may deploy additional crowd dispersal tactics/tools. The use of these crowd dispersal tactics shall be consistent with department policy. Peace officers must use the minimal amount of intervention reasonably necessary to address a crowd management or control issue.

If a group or crowd subsequently participates in another assembly at a different geographical location after receiving a dispersal order, so the participants are not engaged in unlawful activity, the assembly cannot be dispersed. A secondary assembly may only be dispersed after a determination of unlawful assembly and new declarations and dispersal orders have been issued.

## **TACTICS AND WEAPONS TO DISPERSE OR CONTROL A NON-COMPLIANT CROWD**

The purpose of this section is to provide officers guidance on use of force determinations when dealing with non-compliant crowds and/or crowd dispersals. Nothing in this policy prohibits an officer from using appropriate force in order to defend themselves or others as outlined by this agency's Use of Force policy or MN Statute.

**Contact Weapons.** Contact weapons shall be used only when soft and hard empty hand controls have failed to bring the subject or situation under control, and it reasonably appears other such methods would be ineffective. Contact weapons may only be used in the manner described herein, unless the use of deadly force is warranted.

- Batons may be visibly displayed and held in a ready position during squad or platoon formations.
- When reasonably necessary for the protection of peace officers or to disperse individuals in the crowd pursuant to the procedures of this policy, batons or other contact weapons may be used in a pushing, pulling, or jabbing motion. Baton jabs must not be used indiscriminately against a crowd or group of persons but only against individuals who are physically aggressive or actively resisting arrest. Baton jabs should not be used in a crowd control situation against an individual who is attempting to comply but is physically unable to disperse or move because of the press of the crowd or some other fixed obstacle.
- Contact weapons may be used to defend officers from an actively aggressive suspect.
- Contact weapons may be used to strike an actively aggressive suspect for the purpose of rendering that person temporarily incapacitated in order to bring the situation under control. Officers may only strike areas of the body identified in their training that result only in incapacitation.
- Intentionally striking an individual in the head or neck with a contact weapon is only justified in the use of deadly force.
- Indiscriminately swinging or striking individuals in a crowd is prohibited.

**Direct Fired Munitions.** Direct fired munitions may never be used indiscriminately against a group or crowd even if some individuals are involved in violent or disruptive behavior/criminal activity. A(n) officers use of direct fired munitions must be in alignment with this policy.

- Except for exigent circumstances, the on-scene supervisor/incident commander must authorize the deployment of direct fired munitions.
- Officers using munitions must be trained and qualified in their use per department policy.

- [Officers] are authorized to deploy direct fire munitions in accordance with their training and manufacturer specifications.
- [Officers] shall not discharge direct fired munitions at a person's head, neck, throat, face, left armpit, spine, kidneys, or groin unless deadly force is justified.
- When circumstances permit, the on-scene supervisor/incident commander must attempt to accomplish the policing goal without the use of direct fired munitions as described above, and, if practical, an audible warning shall be given to a subject before deployment of the weapon.

**Aerosol Chemical Agents.** Aerosol chemical agents must be used during a crowd event in accordance with this agency's policies.

- Aerosol hand-held chemical agents shall be used in accordance with the officer's training and manufacturer specifications.
- High volume OC delivery systems, such as a MK9, are designed for and may be used during a crowd event against individuals and/or groups of individuals engaged in unlawful acts or endangering public safety and/or security.
- Aerosol hand-held chemical agents may not be used indiscriminately against a crowd or group of persons, but only against specific individuals who are engaged in specific acts of serious unlawful conduct or who are actively resisting arrest.
- Officers shall use the minimum amount of the chemical agent necessary to overcome the subject's resistance.
- When possible, persons should be removed quickly from any area where chemical agents have been used. [Officers] must monitor the subject and pay particular attention to the subject's ability to breathe following the application of a chemical agent. If/when possible, decontamination efforts must be made.
- Subjects who have been affected by chemical agents shall be placed in the recovery position if a seated or standing position cannot be achieved.

**Chemical Munitions.** Chemical munitions may be used for crowd control and dispersal when:

- a threat of imminent harm or serious property damage is present, or other crowd dispersal techniques have failed or did not accomplish the policing goal as determined by the incident commander,

- sufficient egress exists to safely allow the crowd to disperse, and
- the use of chemical munitions is approved by the on-scene supervisor/incident commander.

When feasible, additional announcements should be made prior to the use of chemical munitions in a crowd situation warning of the imminent use of chemical munitions. Additionally, each chemical munition round deployed must be recorded. The information that shall be recorded for each chemical munition round deployed and be available to the public upon request includes:

- the name the chemical munition used,
- the location the munition was deployed,
- the time the munition was deployed, and
- the safety data sheets (SDS) for the type of chemical agent used.

When chemical munitions are used and when feasible, an emergency responder will be on standby at a safe distance near the target area. Chloroacetophenone (CN) chemical munitions are prohibited.

**Conducted Energy Weapons (CEWs).** CEWs must not be used for the purposes of crowd control, crowd containment, or crowd dispersal.

## **MEDIA**

The media have a First Amendment right to cover public activity, including the right to record video or film, livestream, photograph, or use other mediums. The media must not be restricted to an identified area, and must be permitted to observe and must be permitted close enough access to view the crowd event and any arrests. An onsite supervisor/incident commander may identify an area where media may choose to assemble. Officers will not arrest members of the media unless they are physically obstructing lawful efforts to disperse the crowd, or efforts to arrest participants, or engaged in criminal activity. The media must not be targeted for dispersal or enforcement action because of their media status. Even after a dispersal order has been given, clearly identified media must be permitted to carry out their professional duties unless their presence would unduly interfere with the enforcement action.

## LEGAL OBSERVERS

Legal observers, including unaffiliated self-identified legal observers and crowd monitors, do not have the same legal status as the media, and are subject to laws and orders similar to any other person or citizen. Legal observers and monitors must comply with all dispersal orders unless the on-site supervisor/incident commander chooses to allow individual legal observers and monitors to remain in an area after a dispersal order. Legal observers and crowd monitors must not be targeted for dispersal or enforcement action because of their status.

## STATUTORY REFERENCES

- [FIRST AMENDMENT OF THE US CONSTITUTION](#)
- [MINNESOTA CONSTITUTION](#)
- [MN STATUTE 609.06](#) – Authorized Use of Force
- [MN STATUTE 609.066](#) – Authorized Use of Deadly Force by Peace Officers
- [MN STATUTE 609.705](#) – Unlawful Assembly
- [MN STATUTE 609.71](#) – Riot
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

Revision approved by the POST Board on October 23, 2025.

## Chapter 3 – General Operations

### Section 356 – Predatory Offender Registration and Community Notification

Effective:

Reevaluate:

Version Date: 01/2026

## POLICY

It is the policy of the Grand Rapids Police Department to protect the public by disclosing information on predatory offenders residing in the agency's community. This agency will decide what information to disclose and who to disclose it to, based on the predatory offender's assigned risk level and the relevant state statute.

## DEFINITIONS

**Immediate Household:** has the meaning given to it in [MN Statute 244.052](#), subdivision 1(2).

**Likely to Encounter:** has the same meaning given to it in [MN Statute 244.052](#), subdivision 4(c).

**Predatory Offender or Offender:** means a person who is required to register as a predatory offender under [MN Statute 243.166](#).

**Predatory Offender Registration and Community Notification:** refers to the Minnesota law that requires certain predatory offenders to register with the Minnesota Department of Public Safety Predatory Offender Unit. The law also provides for community notification about certain adult predatory offenders who have been incarcerated by the Minnesota Department of Corrections (DOC) or confined by the Minnesota Department of Human Services (DHS).

**Primary Address:** has the meaning given to it in [MN Statute 243.166](#), subdivision 1a(k).

**Offender Risk Level:** means the risk assessment score a predatory offender is assigned by the end-of-confinement review committee which indicates the presence of identified predictive risk factors that may contribute to re-offending in a same or similar fashion. The three risk levels a predatory offender can be assigned are:

Level 1

Level 2

Level 3

*Note:* Some offenders who are required to register as predatory offenders are not assigned a risk level because their sentence was completed prior to predatory offender legislation or because they have not spent time in state or federal prison. These offenders are not subject to community notification, with the exception of designated healthcare facilities ([MN Statute 243.166](#), subdivision 4(b)).

**Registrant:** means the predatory offender or offender subject to registration.

**Risk Assessment Scale:** means the scale the Commissioner of Corrections uses to assign weights to the various risk factors listed in [MN Statute 244.052](#), subdivision 3(g), and specifies the risk level to which offenders with various risk assessment scores shall be assigned.

## PROCEDURE

### REGISTRATION

When an individual arrives to register with this agency, officers should ask what state the offense was committed in and if the individual has previously registered elsewhere. Officers shall verify that the individual is at the correct location to complete their registration - meaning that the registrant's primary address, work address, or school address are within this agency's jurisdiction. Officers can review the list of registrable offenses on the BCA's website or by referring to [MN Statute 243.166](#), subdivision 1b. In some cases, the agency may have received prior notice from the commissioner of corrections that a predatory offender would be coming to the agency to complete their registration.

If the individual is required to register, contact the BCA POR UNIT or login to the POR LE/ES portal to determine whether the individual has already registered and submitted a DNA sample. If the individual is already registered, complete a *Change of Information Form*. If the individual is not registered, complete a *Predatory Offender Registration Form*.

If the individual is from or registered with another state, contact the state the individual is registered in and request a copy of the offender's original registration form, criminal complaint, and sentencing documents. All documents and photos can be downloaded and/or submitted via the BCA's MN Predatory Offender Registry Electronic Submissions (POR ES) portal.

Link: <https://dps.mn.gov/divisions/bca/bca-divisions/investigative-services/specialized-investigative-services/predatory-crimes/predatory-crimes-law-enforcement/por-information-law-enforcement>

This agency strongly encourages its officers to verify the addresses of registrants living in this jurisdiction. [MN Statute 243.166](#) requires predatory offenders to register a new primary address at least 5 days before the person starts living at a new location. The statute also requires registrants to provide written notice to the assigned corrections agent or to the law enforcement authority that has jurisdiction over the person's primary address that the person is no longer living or staying at an address, immediately after the person is no longer staying there. Statute requires the predatory offender to submit these written notices in person. Homeless registrants within this agency's jurisdiction, or any agency's jurisdiction, are required to check in/register with law enforcement on a weekly basis.

If an officer finds that a registrant is not living at their registered primary address, contact the BCA POR UNIT or login to the POR ES portal to determine whether a *Change of Information Form* was submitted. If it was not, the registrant may be charged with failure to notify authorities of a change in residence. To make this charge, contact the BCA POR UNIT to request a prosecution packet. Submit the packet to the county attorney's office to file formal charges. Prior to submitting any formal charging paperwork, officers shall verify that the registrant is no longer residing at his/her last address. If possible, officers should collect evidence of the registration violation in the form of a formal statement from friends, co-workers, neighbors, caretakers, etc. of the registrant.

For questions concerning predatory offender registration refer to the Bureau of Criminal Apprehension (BCA)'s Predatory Offender Registration via the link above for detailed information, or contact the Predatory Offender Unit (BCA POR UNIT) by calling (651) 793-7070 or 1-888-234-1248.

## **COMMUNITY NOTIFICATION**

Law enforcement agencies receive information from the BCA and DOC regarding the assigned risk level of predatory offenders. The duty of law enforcement to provide notification depends on the risk level assigned as described below. Public notification must not be made if a registrant is placed or resides in one of the DOC licensed residential facilities (halfway houses) such as those operated by RS-Eden, Alpha House, 180 Degrees, Damascus Way, or Bethel Work Release (contact the DOC RA/CN unit for a current list of designated halfway houses). If a predatory offender or registrant leaves a DOC licensed facility, officers shall not disclose any information until the law enforcement agency is notified the registrant will move to a residential location within the agency's jurisdiction. If public notice

(level 2 or 3) is required on an unhoused registrant, that notice should include as much specificity as possible, for example, “in the vicinity of (location, landmark, intersection).”

**Level 1 Notification.** This agency and its officers may disclose the information it maintains on level 1 predatory offenders to other law enforcement agencies. The agency may disclose registrant information received from the DOC to any victims of or witnesses to the offense committed by the registrant. This agency and its officers shall disclose registrant information to the victims of the offense committed by the registrant who have made a disclosure request for enhanced notification as well as the adult members of the registrant’s immediate household. For more information regarding level 1 offender notification, refer to [MN Statute 244.052](#), subdivision 4(b) (1).

*See Appendix A: Confidential Fact Sheet - For Law Enforcement Agency Use Only*

**Level 2 Notification.** This agency and its officers may make the same disclosures for a level 2 predatory offender as a level 1. Registrant information may also be disclosed to agencies and groups that the registrant is likely to encounter for the purpose of securing those institutions and protecting individuals in their care while they are on or near the premises of the institution. These agencies/groups include the staff members of public

and private education institutions, day care establishments, and establishments that primarily serve individuals likely to be victimized by the registrant. Officers shall make notification determinations based on the registrant’s pattern of offending or victim preferences as documented in the information provided by the DOC or DHS. Level 2 predatory offender information may also be provided to property assessors, property inspectors, code enforcement officials, and child protection officials who are likely to visit the registrant’s home while carrying out their work duties. For more information regarding level 2 predatory offender public notifications, refer to [MN Statute 244.052](#), subdivision 4(b)(2).

*See Appendix B: Fact Sheet - Notification of Relocation in Minnesota*

**Level 3 Notification.** This agency shall disclose level 3 predatory offender information to the individuals and organizations that are eligible for disclosure for level 1 and 2 registrants. This agency shall also disclose level 3 registrant information to members of the community whom the registrant is likely to encounter, unless this agency determines that public safety would be compromised by the disclosure or that a more limited disclosure is necessary to protect the identity of the victim. For more information regarding level 3 registrant public notification, refer to [MN Statute 244.052](#), subdivision 4(b)(3).

The agency must make a good faith effort to complete the disclosure on a level 3 predatory offender within 14 days of receiving documents/notice from the DOC. The process of notification will be determined by this agency.

### **HEALTH CARE FACILITY NOTIFICATION**

Upon notice that a registered predatory offender without a supervising agent has been admitted to a health care facility in its jurisdiction, law enforcement shall provide a fact sheet to the facility administrator with the following information: name and physical description of the offender; the offender's conviction history, including the date of conviction; the risk level assigned to the offender, if any; and the profile of likely victims.

### **VICTIM NOTIFICATION**

This agency shall provide victims who have requested notification with information that is relevant and necessary to protect the victim and augment their safety planning efforts. The victim is not required to live within this agency's jurisdiction to receive notification. The DOC will provide victim contact information to the law enforcement agency when there is a victim/witness who has requested enhanced notification. Law enforcement personnel may directly contact the victim/witness. Community based victim advocacy resources may also be available to assist with locating a victim and with providing notification. Assistance is also available from the DOC RA/CN and Victim Services staff.

*See Appendix C: Victim Survivor Notification*

### **OUT OF STATE PREDATORY OFFENDERS AND OFFENDERS RELEASED FROM FEDERAL FACILITIES SUBJECT TO NOTIFICATION**

If an officer with this law enforcement agency learns that a person under its jurisdiction is subject to registration and desires consultation on whether or not the person is eligible for notification, the agency, or officer, must contact the DOC. The DOC will review the governing law of the other state and, if comparable to Minnesota requirements, inform this agency that it may proceed with community notification in accordance with the level assigned by the other state. If DOC determines that the governing law in the other state is not comparable, community notification by this agency may be made consistent with that of a level 2 registrant.

If an officer or other member of this agency believes that a risk level assessment is needed, the agency may request an end-of-confinement review by the DOC. This agency shall provide the DOC any necessary documents required for assessing the predatory offender and assigning a risk level.

*Note:*

- Neither this agency nor its officers shall disclose the identity or any identifying characteristics of the victims of or witness to a predatory offender's offense(s).
- A registrant who is the subject of a community notification meeting may not attend the meeting.
- This agency shall disclose information on a registrant as required by statute for as long as the offender is required to register under [MN Statute 243.166](#).
- When a registrant for whom notification was made no longer resides, is employed, or is regularly found in this agency's jurisdiction, the agency shall inform the

entities and individual initially informed of the registrant's status.

For questions regarding community notification or the risk level assigned, contact the Risk

Assessment/Community Notification Unit of the Department of Corrections (DOC RA/CN Unit) at 651-361-7340 or at [notification.doc@state.mn.us](mailto:notification.doc@state.mn.us). The DOC is also available to assist agencies with conducting public notification meetings when a registrant who is subject to notification moves into a law enforcement jurisdiction.

## STATUTORY REFERENCES

- [MN STATUTE 243.166](#) – Registration of Predatory Offenders
- [MN STATUTE 243.167](#) – Registration Under Predatory Offender Registration Law for Other Offenses
- [MN STATUTE 244.10](#) – Sentencing Hearing; Deviation from Guidelines
- [MN STATUTE 244.052](#) – Predatory Offenders; Notice
- [MN STATUTE 244.053](#) – Notice of Release of Certain Offenders
- [MN STATUTE 253D.32](#) – Scope of Community Notification
- [MN STATUTE CHAPTER 13](#) – Government Data Practices
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

## Chapter 3 – General Operations

### Section 314 – Pursuit Policy

Effective:

Reevaluate:

Version Date: 04/2026

#### POLICY

Vehicle pursuits expose the public, peace officers, and offenders to a variety of risks including serious injury or death. Grand Rapids Police Department personnel must consider a variety of factors, including the sanctity of human life, when making vehicle pursuit determinations.

#### DEFINITIONS

**Blocking or Vehicle Intercept:** means a slow speed coordinated maneuver where two or more law enforcement vehicles simultaneously intercept and block the movement of a suspect vehicle, with the driver possibly unaware of the impending enforcement stop, with the goal of containment and preventing a pursuit. Blocking is not a moving or stationary roadblock.

**Boxing-in:** means a tactic designed to stop a violator's vehicle by surrounding it with law enforcement vehicles and then slowing all vehicles to a stop.

**Channeling:** means to direct vehicular traffic into a progressively narrowing passageway or lane location on the roadway.

**Chief Law Enforcement Officer or CLEO:** has the same meaning given to it in [Administrative Rule 6700.0100](#), subpart 8.

**Compelling Path:** means the use of channeling with a modified roadblock located at its narrowed end. The compelling path differs from a termination roadblock in that the driver of any vehicle or any vehicle traveling the path has an exit option at the narrowed end.

**Discontinue a Pursuit:** a pursuit is discontinued when the pursuing peace officer(s) turn off their emergency lights/siren, reduce speed to the posted speed limit, and notify dispatch that the pursuit has ended.

**Divided Highway:** means any highway that is separated into two or more roadways by a physical barrier or has a dividing middle section constructed to impede vehicular traffic.

**Flee:** has the same meaning given to it in [MN Statute 609.487](#), subdivision 1.

**Other Assisting Units:** refers to law enforcement units not actively involved in the pursuit who assist by deploying stop sticks, clocking intersections, making compelling paths, or otherwise working to minimize risk.

**Paralleling:** the practice of non-pursuing squad vehicles driving on streets near the active pursuit, in a manner that is generally parallel to the pursuit route. Parallel driving does not exempt officers from obeying traffic laws.

**Pursuit:** refers to an active attempt by a peace officer in an authorized emergency response vehicle to apprehend a driver of a motor vehicle who, having been given a visual and audible signal by a peace officer to bring their vehicle to a stop, increases speed, extinguishes motor vehicle headlights or taillights, refuses to stop the vehicle, or uses other means with intent to attempt to elude a peace officer.

**Portable Tire Deflation Device:** means a device that extends across the roadway and is designed to puncture the tires of the fleeing offender's pursued vehicle.

**Primary Unit:** means the law enforcement unit that initiates a pursuit or any other unit that assumes control of the pursuit.

**Pursuit Intervention Technique (PIT):** A driving maneuver designed to stop a fleeing motorist by applying precision vehicle-to-vehicle contact resulting in a predictable spin of the suspect's vehicle, bringing it to a stop.

**Ramming:** The deliberate act of colliding with a fleeing offender's vehicle with another vehicle to functionally damage or otherwise force the violator to stop.

**Support Unit(s):** refers to the secondary responding pursuit units whose responsibility it is to remain in close proximity to the pursuing vehicle(s) so that peace officers are immediately available to render aid or assistance to anyone who may require it as a result of the pursuit. Support units may also assume responsibility for radio traffic.

## PROCEDURES

The decision to pursue a fleeing motor vehicle should be based on the totality of the information and circumstances known to the officer at the time the decision is made without the benefit of hindsight. Peace officers pursuing a motor vehicle shall evaluate the risks to the public and other peace officers against the potential consequences of failing to apprehend the offender(s). When pursuing a motor vehicle, officers shall slow down and sound their siren or, minimally, display one red light to the front before cautiously proceeding through an area displaying a stop sign or red light. Speed limitations do not apply to an authorized emergency vehicle that is engaged in a pursuit. This does not relieve the driver of an authorized emergency vehicle from the duty to drive with due care/regard nor from the consequences of recklessly disregarding the safety of others. When the likelihood of a collision with another vehicle or pedestrian is higher, peace officers shall reduce their speeds and ensure the area is clear. During a pursuit,

involved officers shall frequently evaluate the factors and conditions affecting a pursuit and discontinue when appropriate. No officer will be disciplined for discontinuing a pursuit.

### **PURSUIT CONSIDERATIONS, TACTICS, AND RESPONSIBILITIES**

A pursuit is justified when the risks of such a law enforcement action are outweighed by either 1) the immediate need to apprehend the suspect or 2) the risk the suspect poses to the public. When engaging in a pursuit, officers must consider the following factors:

- the severity or nature of the offense (for non-violent offenses, officers should consider discontinuing the pursuit),
- the speed of the pursuit,
- the area of the pursuit (including the geographical area, time of day, amount of vehicle/pedestrian traffic, and the officer's familiarity with the area),
- whether there are divided highways or one-way roads,
- weather conditions (rain, snow, visibility, road surface conditions),
- the presence and approach of intersections controlled by traffic signals, signs or other locations where there is an increased risk of a collision,
- the ability to identify the offender at a later time,
- the age of the suspect and occupants, and
- whether there are other individuals or suspects in the vehicle.

When the decision is made to engage in a pursuit, the officer shall continuously assess the pursuit and the present factors. When conducting their evaluation, officers should ask themselves the following questions.

- Does the immediate need to apprehend the offender outweigh the risk created by the pursuit?
- Do the dangers created by the pursuit exceed the dangers posed if the offender were to escape?

All emergency vehicles shall be driven in a safe manner and with due regard for public safety. Emergency vehicles operating in emergency mode are permitted to violate certain traffic regulations, when necessary, as long as the operator continues to exercise due care.

**Primary Unit.** The primary officer, or primary unit, shall notify dispatch of the pursuit and provide the following information when possible:

- travel direction/location/traffic and road conditions,
- reason for initial contact (violation),
- identity of the fleeing driver (if known),
- plate number, if available, and/or vehicle description, and
- speed of the fleeing vehicle.

During a pursuit, the primary unit shall, when feasible, provide any relevant information or evolving information to dispatch. No officer will intentionally make vehicle-to-vehicle contact with the suspect unless this action is in accordance with agency policy on use of force. Roadblocks must conform to the agency's policy on use of force as well. Only a law enforcement vehicle with emergency lights and a siren may be used as a pursuit vehicle. Unmarked and low-profile agency vehicles may engage in pursuits until a marked vehicle is able to take over as the primary unit. Officers shall not become engaged in a pursuit while operating a non-department (private) motor vehicle or department vehicles not equipped with the required emergency equipment.

**Support Unit(s).** Secondary officers, or support units, are authorized to use emergency equipment at intersections along the pursuit path to clear intersections of vehicular and pedestrian traffic to protect the public. Support units directly involved in the pursuit should utilize their siren and/or emergency lights. When possible, non-pursuing personnel needed at the conclusion of the pursuit should respond in a non-emergency manner, obeying all traffic laws.

**Supervision of Pursuit Activities.** When feasible, pursuits should be monitored by a supervisor not directly involved in the pursuit. Supervisors should give a verbal acknowledgment over the radio after a pursuit is initiated that notifies the [officers] involved that a supervisor is monitoring their radio traffic and the pursuit conditions. While monitoring the pursuit, the supervisor shall attempt to gather the critical information necessary to evaluate the continuation of the pursuit and ensure the pursuit adheres to agency policy and state statute. If the pursuit is not justified under this policy or state statute, the supervisor shall discontinue the pursuit. The discontinuation of the pursuit shall be communicated to all involved units and the supervisor shall ensure the discontinuation is acknowledged by the pursuing officers.

Supervisors should keep the following in mind while monitoring a pursuit:

- paralleling opportunities,
- channeling opportunities,
- compelling path opportunities,
- air support,
- available equipment (grapplers, spike strips, or other tire deflation devices),
- pursuit intervention techniques (PIT),
- blocking or vehicle intercept opportunities,
- boxing-in opportunities, and
- the availability of other apprehension or GPS tracking equipment.

**Post-Pursuit Chain of Command Notifications.** Post-pursuit chain of command notification is required. (Each agency must outline their post-pursuit notification procedures in its pursuit policy. The agency's requirements should be added to this section.)

**Dispatch Responsibilities.** Upon notification that a pursuit has been initiated, dispatch will be responsible for the following tasks.

- Coordinating pursuit communications among the involved units and personnel.
- Notifying and coordinating with other involved or affected agencies as needed and practicable.
- Ensuring that a supervisor, if available, is notified of the pursuit.
- Assigning an incident number to the pursuit and logging all pursuit activities.
- Broadcasting pursuit updates and other pertinent information as necessary.

**Care and Consideration of Victims.** If, during a pursuit, an officer observes or is made aware of an injury to an individual, the officer must immediately notify the dispatcher to have the appropriate emergency unit(s) respond. The aid an officer should render includes, but is not limited to, requesting an ambulance, rendering first aid until officers are no longer needed at the injury scene, and summoning additional units to the scene for assistance with the injured person and/or traffic control.

**Firearms.** The use of firearms to disable a pursued vehicle is not generally an effective tactic and involves all the dangers associated with discharging a firearm. Officers should not discharge firearms during an ongoing pursuit unless the conditions and circumstances meet the requirements authorizing the use of deadly force. Nothing in this section shall be construed to prohibit any officer from using a firearm to stop a suspect from using a vehicle as a deadly weapon.

**Capture of Suspects.** Proper self-discipline and sound professional judgment are keys to the successful conclusion of a pursuit and the apprehension of evading suspects. Arrests shall be performed in accordance with this agency's policies and state statute.

**Pursuit Summary Report.** The supervisor and primary officer must file a pursuit summary report. The agency's CLEO must ensure the state's pursuit form is completed and submitted to the Commission of Public Safety within 30 days following the pursuit ([MN Statute 626.5532](#)). The report submitted to the Commission of Public Safety must include the following information:

- the reason(s) for the pursuit,
- the circumstances surrounding the pursuit,
- the alleged offense committed by the suspect,
- the length of the pursuit in distance and time,
- the outcome of the pursuit,
- a summary of any injuries or property damage resulting from the pursuit,
- the pending criminal charges against the driver, and
- any other information deemed relevant by the Commissioner of Public Safety.

**Evaluation and Critique.** After a pursuit, the officers and supervisor involved must evaluate the pursuit and make recommendations, if applicable, to the CLEO on ways to improve the agency's pursuit policy and tactics.

## **AIR SUPPORT**

When available and practical, aircraft assistance should be requested. Once the air unit has established visual contact with the pursued vehicle, the primary and secondary ground units should consider whether the participation of an aircraft warrants their continued involvement in the pursuit. The air unit should coordinate the activities of resources on the ground, report progress of the pursuit, and provide officers and supervisors with details of upcoming traffic congestion, road hazards, or other pertinent information to evaluate whether to continue the pursuit. If ground units are not within visual contact and the air unit determines that it is unsafe to continue the pursuit, the air unit should recommend discontinuing the pursuit.

## **DISCONTINUING A PURSUIT**

The primary unit officer and supervisor must continually evaluate the risks and likelihood of a successful apprehension of the suspect. Personnel involved in the pursuit must consider discontinuing the pursuit when the any of the following conditions are present.

- The officer deems the conditions of the pursuit to be too great of a risk to the public to continue.
- A supervisor orders pursuing officers to discontinue.
- New information or communications indicate the pursuit is not in accordance with department policy.
- Disruptions in radio communications with dispatch and/or other responding units.
- Visual contact of the suspect is lost for a reasonable period of time and/or the direction of travel cannot be determined.
- The suspect is known and could be apprehended later – delaying apprehension does not create a substantial known risk of injury or death to another person.

## **INTERJURISDICTIONAL PURSUITS**

The primary unit or officer in a pursuit must update critical information to the dispatcher before leaving their jurisdiction. The primary unit must remain the primary unit in another jurisdiction unless the controlling pursuit authority transfers its authority. Upon receiving notification that the pursuit has entered another agency's jurisdiction, the dispatcher must forward all critical information possessed by the dispatcher to that agency. When a pursuit enters another agency's jurisdiction, the primary officer or supervisor, taking into consideration distance traveled, unfamiliarity with the area and other pertinent facts, should determine whether to ask the other agency to assume control of the pursuit. Unless entry into another jurisdiction is expected to be brief, it is generally recommended that the primary officer or supervisor ensure that notification is provided to dispatch and to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether such jurisdiction is expected to assist.

If a pursuit by another agency enters this agency's jurisdiction, the dispatcher must notify the on-duty supervisor or another officer identified as the contact person for the agency and relay to them all pertinent pursuit information. Assistance may be provided if the pursuit conforms with this agency's policy and state statute.

### **INTERSTATE PURSUITS**

No pursuit will continue into another state unless agency personnel have received permission from their on-duty supervisor – if available and practical. Prior to, or as soon as possible after crossing the state line, the dispatcher must notify the appropriate out of state authority to coordinate the pursuit and the channels to be used for communications. So long as the conditions in this paragraph are met, agency personnel may continue a pursuit across state lines if the state has reciprocity. These states include North Dakota, South Dakota, Iowa, and Wisconsin.

### **TRAINING**

In accordance with POST requirements, all sworn agency personnel must be given initial and periodic updated training in the department's pursuit policy and safe emergency vehicle operation tactics. The CLEO shall provide in-service training in emergency vehicle operations and pursuit driving to every peace officer (including part-time licensed peace officers) who may become involved in a police pursuit given the officer's duties and responsibilities ([MN Statute 626.8458](#)). This training must comply with the learning objectives developed and approved by POST and must minimally consist of 8 hours of classroom and skills-based training. This training must be completed, minimally, once every five years. Refresher courses should be considered for personnel authorized to use the PIT maneuver, tire deflation devices, FPS tracking devices, and any other devices or tools used for pursuit intervention.

If the CLEO determines an officer will not be involved in police pursuits, given their duties and responsibilities, the CLEO must notify POST of the officer's exemption status.

### **STATUTORY REFERENCES**

- [MN STATUTE 169.03](#) – Emergency Vehicles

- [MN STATUTE 169.14](#) – Speed Limit, Zones; Radar
- [MN STATUTE 169.17](#) – Emergency Vehicle
- [MN STATUTE 609.487](#) – Fleeing Peace Officer; Motor Vehicle; Other
- [MN STATUTE 626.5532](#) – Pursuit of Fleeing Suspects by Peace Officers
- [MN STATUTE 626.65](#) – Uniform Act on Fresh Pursuit; Reciprocal
- [MN STATUTE 626.8458](#) – Vehicle Pursuits; Policies and Instruction Required
- [MN STATUTE 6626.487](#) – Fleeing Peace Officer; Motor Vehicle; Other
- [MN STATUTE 6700.0100](#) – Definitions
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

## Chapter 3 – General Operations

### Section 332 – Response to Reports of Missing and Endangered Persons

Effective:

Reevaluate:

Version Date: 01/2026

#### POLICY

Grand Rapids Police Department personnel shall respond to and investigate all reports of missing and endangered persons as defined in [MN Statute 299C.52](#), subdivision 1(c) and (d) (Minnesota Missing Children and Endangered Persons Program or Brandon’s Law). This policy addresses investigations of persons who are missing and endangered, and includes the procedures required by MN Statute [299C.52](#).

The Grand Rapids Police Department recognizes there is a critical need for immediate and consistent response to reports of missing and endangered persons. The decisions made and actions taken during the preliminary stages may have a profound effect on the outcome of the case. This agency has established the following responsibilities and guidelines for the investigation of missing and endangered persons. All peace officers, employed by this agency, will be informed of and comply with this policy.

#### DEFINITIONS

**Child:** has the meaning given it in [MN Statute 299C.52](#), subdivision 1(a).

**DNA:** has the meaning given it in [MN Statute 299C.52](#), subdivision 1(b).

**Endangered:** has the meaning given to it in [MN Statute 299C.52](#), subdivision 1(c). Any of the following circumstances indicate that a missing person is at risk of physical injury or death, and therefore endangered:

- Missing because of a confirmed abduction, or under circumstances that indicate that the person’s disappearance was not voluntary.
- Missing under known dangerous circumstances.
- Missing more than 30 days.
- Under the age of 21 and at least one other factor in this paragraph is applicable.

- Evidence the person needs medical attention or prescription medication such that it will have a serious adverse effect on the person's health if the person does not receive the needed care or medication.
- Does not have a pattern of running away or disappearing.
- Mentally impaired (has an intellectual disability or substantial psychotic disorder).
- Evidence the person may have been abducted by a noncustodial parent.
- Has been the subject of past threats or acts of violence.
- Evidence the person is lost in the wilderness, backcountry, or outdoors where survival is precarious and immediate, effective investigation and search and rescue efforts are critical.

Any other factor this agency has determined indicates the person may be at risk of physical injury or death, including a determination by another law enforcement agency that the person is missing and endangered (this may include information that the missing person suffers from anxiety, depression, PTSD, mental impairment, or an active addiction to or abuse of alcohol, prescribed medications, or controlled substances.

**MMBWG:** refers to the Missing and Murdered Black Women and Girls Office of the Minnesota Department of Public Safety.

**MMIR:** refers to the Missing and Murdered Indigenous Relatives Office of the Minnesota Department of Public Safety.

**Missing:** has the meaning given to it in [MN Statute 299C.52](#), subdivision 1(d).

**Missing Person Networks:** are databases or computer networks available to law enforcement and are suitable for obtaining information related to missing person investigations. This includes the National Crime Information Center (NCIC), the National Missing and Unidentified Persons System (NamUs), the National Center for Missing and Exploited Children (NCMEC), the Minnesota Justice Information Services (MNJIS), the Minnesota Missing and Unidentified Persons Clearinghouse, and the Minnesota Crime Alert Network.

**Unmanned Aerial Vehicles or UAV:** has the same meaning given to it in [MN Statute 626.19](#), subdivision 1(a)(3).

## PROCEDURE

This agency will respond according to the following six types of general procedures (when relevant):

- Initial Response
- Initial Investigation
- Investigation
- 30-day Benchmark
- Prolonged Investigation
- Recovery / Case Closure

## INITIAL RESPONSE

As required by [MN Statute 299C.53](#), subdivision 1(a), “A law enforcement agency shall accept without delay any report of a missing person” when the report is made in person. An agency may also accept reports by telephone or other electronic means to the extent the reporting is consistent with the agency’s policies or practices. A report shall be accepted regardless of where the person was last seen, where the person resides, or any question of jurisdiction. When taking a missing person report, officers shall complete the tasks listed below as applicable.

- An officer shall conduct a preliminary investigation to determine whether the person is missing and/or endangered.
- When necessary, obtain interpretative services.
- Interview the person who made the initial report. If that person is a child, interview the child’s parent(s) or guardian(s).
- Determine when, where, and by whom the missing person was last seen.
- Interview the individual(s) who last had contact with the missing and/or endangered person.
- Obtain a detailed description of the missing and/or endangered person, abductor, vehicles, etc., and ask for a recent photo of the person and any other persons or items of importance.
- Obtain cell phone number(s) for the missing person and suspect(s).

- Collect and preserve the missing and/or endangered person's cellphone(s), tablet(s), and computer(s).
- Broadcast an "Attempt to Locate" (ATL) or similar alert if the person is under the age of 18 years and/or there is evidence that the missing person is endangered, and the broadcast would not further endanger the missing person. The alert should be broadcast as soon as is practical but in no event more than one hour after determining the missing person is under the age of 18 years or may be endangered.
- Immediately enter the missing person's complete descriptive and critical information into the appropriate category of the National Crime Information Center's (NCIC) Missing Person File.
  - As required by [34 U.S.C. 41307](#), law enforcement shall, as soon as possible, enter missing children less than 21 years of age into the NCIC and NamUs databases.
  - As required by [MN Statute 299C.53](#), subdivision 1(b), if the person is determined to be missing and endangered, the agency shall as soon as possible enter identifying and descriptive information about the person into the NCIC.
- Enter complete descriptive information regarding suspects/vehicle in the NCIC system.
- If needed, request investigative and supervisory assistance as soon as practical.
- Update additional responding personnel.
- Communicate known details promptly and as appropriate to other patrol units, local law enforcement agencies, and surrounding law enforcement agencies. Use the International Justice & Public Safety Network (NIets), the Minnesota Crime Alert Network, and MNJIS KOPS Alert to alert regional, state and federal law enforcement agencies.
- Notify the family of services available through the Minnesota Missing/Unidentified Persons Clearinghouse.
- Secure the crime scene and/or last known location of the missing person and attempt to identify and interview persons in the area at the time of the incident.
- Obtain and protect uncontaminated missing person scent articles for possible use by search canines.

- Activate protocols for working with the media (AMBER Alert, Minnesota Crime Alert Network).
- As required by [MN Statute 299C.53](#), subdivision 1(b), consult with the Minnesota Bureau of Criminal Apprehension (BCA) if the missing person is determined to be endangered. Request assistance as necessary.
- Implement multi-jurisdictional coordination/mutual aid plan when:
  - the primary agency has limited resources,
  - the investigation crosses jurisdictional lines, or
  - jurisdictions have pre-established task forces or investigative teams.
- Based on the preliminary investigation, determine whether a physical search is required.

## INITIAL INVESTIGATION

During the initial investigation, an investigator or officer should be assigned to the case for the purposes of coordinating and overseeing the investigation/search.

The investigator or officer shall ensure the following steps are taken.

- Seek assistance from the BCA, Missing and Murdered Black Women and Girls Office, Missing and Murdered Indigenous Relatives Office or other state agencies.
- Seek assistance from culturally based community organizations.
- Assign an investigator as a family liaison and primary point of contact for the family and create a communication plan for keeping the family updated.
- Provide general information to the family/reporting party or designee about the investigation; only to the extent that disclosure would not adversely affect locating and protecting the missing person, apprehending a suspect, and future prosecution.
- Conduct a canvass of the neighborhood and of vehicles in the vicinity.
- Send emergency phone subpoenas to phone providers for the missing person's and suspect's phone(s).
- Arrange for news media and social media coverage.
- Maintain records of all communications/messages.

- Ensure that everyone at the scene is identified and interviewed separately.
- Search the home/building/property where the incident took place, and conduct a search of all surrounding areas. Obtain consent or search warrant as necessary.

## INVESTIGATION

If the missing and/or endangered person is not located during the initial investigation, the investigator or officer overseeing the investigation shall ensure the following steps are taken (as applicable).

- Set up the command post/operation base in an appropriate location (i.e., away from the person's residence). assign responsibilities to personnel such as Command Post Supervisor, Media Specialist, Search Coordinator, Investigative Coordinator, Communication Officer, and Support Unit Coordinator. Consider appointing two liaison officers; one will remain at the command post and one at the victim's residence. The role of the liaison officer at the victim's residence will include facilitating support and advocacy for the family.
- Establish the ability to "trap and trace" all incoming calls.
- Set up a tip line (phone line, website, app, etc.) for developing and investigating leads.
- Attempt to determine the missing person's location through GPS-enabled devices and any social media accounts they may have.
- Establish a geo-fence at any potential last known time and location points or crime scene to identify any devices that were in that geographic area during that time.
- Identify, secure, and collect all home/business/public surveillance video from last known location and crime scene sites.
- Compile a list of known sex offenders in the region.
- In cases of infant abduction, investigate claims of home births made in the area.
- In cases involving children, obtain child protective agency records for reports of child abuse.

- Review records for previous incidents related to the missing person and prior police activity in the area, including prowlers, indecent exposure, attempted abductions, etc.
- Obtain the missing person's medical and dental records, fingerprints, and DNA when practical or within 30 days.
- Create a Missing Person Profile with detailed information from interviews and records from family and friends describing the missing person's health, relationships, personality, problems, life experiences, plans, equipment, etc.
- Update the NCIC file with any additional information regarding the missing person, suspect(s), and/or vehicle(s).
- Interview delivery personnel, utility company employees, taxi drivers, post office personnel, sanitation workers, etc.
- For persons under the age of 21, contact the National Center for Missing and Exploited Children (NCMEC) for photo dissemination and other case assistance.
- If the missing person is believed to be a Black female, contact the Missing and Murdered Black Women and Girls Office for assistance and to utilize their available resources.
- If the missing person is believed to be an Indigenous person, contact the Missing and Murdered Indigenous Relatives Office for assistance and to utilize their available resources.
- Determine if outside help is needed and utilize local, state, and federal resources related to specialized investigative needs including:
  - available Search and Rescue (SAR) resources,
  - investigative resources,
  - interpretative services,
  - telephone services (traps, traces, triangulation, etc.), and
  - media assistance (local and national).
- Secure electronic communication information such as the missing person's cell phone number, email address, and social networking accounts.

## **MISSING FOR OVER 30 DAYS**

If the person is still missing 30 days after being entered into NCIC, the local law enforcement agency will be contacted by the BCA Missing and Unidentified Persons Clearinghouse to request the following information (if not already received):

- DNA samples from family members and, if possible, from the missing person,
- dental information and x-rays,
- additional photographs and video that may aid the investigation or identification,
- fingerprints, and
- other specific identifying information.

This information will be entered into the appropriate databases by BCA personnel. If the person is still missing after 30 days, the case file shall be reviewed to determine whether any additional information received on the missing person indicates that the person is endangered, then update the record in NCIC to reflect the status change.

## **PROLONGED INVESTIGATION**

During a prolonged missing and/or endangered person investigation, the primary investigator or officer assigned shall, when practical, do the following to maintain transparency and further develop the investigation.

- Maintain contact with the family and/or the reporting party or designee.
- Use truth verification devices with parents, spouse, and other key individuals.
- Re-read all reports and transcripts of interviews, revisit the crime scene, review all photographs and videos, re-interview key individuals and re-examine all physical evidence collected.
- Review all potential witness/suspect information obtained in the initial investigation and consider background checks on anyone of interest identified during the investigation.
- Periodically check pertinent sources of information about the missing person for any activity such as phone, bank, internet, or credit card activity.
- Develop a timeline and other visual exhibits.

- Critique the results of the on-going investigation with appropriate investigative resources.
- Arrange for periodic media coverage.
- Utilize rewards and crime-stoppers programs.
- Update NCIC Missing Person File information.
- Re-contact the National Center for Missing and Exploited Children (NCMEC) for age progression assistance.

## RECOVERY/CASE CLOSURE

**Alive.** When a missing and/or endangered person is located and alive, personnel shall ensure the following steps are taken when applicable.

- Verify that the located person is the reported missing person.
- If appropriate, arrange for a comprehensive physical examination of the person.
- Conduct a careful interview of the person, document the results of the interview, and involve all appropriate agencies.
- Notify the family/reporting party that the missing person has been located. (In adult cases, if the located adult permits the disclosure of their whereabouts and contact information, the family/reporting party may be informed of this information.)
- Consider the need for reunification assistance, intervention, counseling, or other services for either the found person or family/reporting party.
- Cancel alerts (Minnesota Crime Alert, AMBER Alert, etc.); remove case from NCIC (as required by [MN Statute 299C.53](#), subdivision 2), NamUs and other information systems; and remove posters and other publications from circulation.
- Perform a constructive post-case critique. Assess the procedures used and update the department's policy and procedures as appropriate.

**Unidentified Persons.** Agency personnel investigating a case of an unidentified person who is deceased or a living person who cannot assist in identifying themselves shall ensure the following steps are taken when applicable.

- Obtain a complete description of the person.
- Enter the unidentified person's description into the NCIC Unidentified Person File and the NamUs database.
- Use available resources, such as those related to missing persons, to identify the person.

**Deceased.** When an unidentified or potential missing and/or endangered person is recovered and deceased, agency personnel shall ensure the following steps are taken when applicable.

- Secure the crime scene.
- Contact the coroner, medical examiner, or forensic anthropologist to arrange for body recovery and examination.
- Collect and preserve any evidence at the scene.
- Consider the need for intervention, counseling, or other services for the family/reporting party or designee.
- Cancel alerts and remove the case from NCIC, NamUs and other information systems, and remove posters and other publications from circulation.
- Perform constructive post-case critique. Assess the procedures used and update the department's policy and procedures as appropriate.

## **UNMANNED AERIAL VEHICLES**

UAVs may be used without a search warrant during a search for a missing and/or endangered person so long as one of the exceptions listed in MN Statute 626.19, subdivision 3 applies to the circumstances of the case.

## **TRAINING**

All personnel shall receive training on this agency's missing and endangered persons policy and procedures during field training (or upon initial hire) and as updates occur.

## **STATUTORY REFERENCES**

- MINNESOTA MISSING PERSONS ACT
  - [MN STATUTE 299C.51](#) – Citation
  - [MN STATUTE 299C.52](#) – Minnesota Missing Children and Endangered Persons Program
  - [MN STATUTE 299C.53](#) – Missing Persons Report; Duties of Commissioner and Law Enforcement Agencies
  - [MN STATUTE 299C.535](#) – Request for Additional Information on Missing Person
  - [MN STATUTE 299C.54](#) – Missing Children Bulletin
  - [MN STATUTE 299C.55](#) – Training
  - [MN STATUTE 299C.56](#) – Release of Medical Data
  - [MN STATUTE 299C.565](#) – Missing Person Report
  - [MN STATUTE 299C.5655](#) – Missing Persons; Standardized Reports and Procedures
- [MN STATUTE 390.25](#) – Unidentified Deceased Persons
- [MN STATUTE 626.8454](#) – Manual and Policy for Investigating Cases Involving Children Who are Missing and Endangered
- [MN STATUTE 626.19](#) – Use of Unmanned Aerial Vehicles
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies
- [34 U.S.C. 41307](#) – Reporting Requirements for Missing Children

Revision approved by the POST Board on July 24, 2025.

## Chapter 3 – General Operations

### Section 319 – Domestic Abuse Response and Arrest

Effective:

Reevaluate:

Version Date: 04/2026

#### POLICY

The Grand Rapids Police Department recognizes domestic abuse as a serious problem in society. This agency aims to protect victims of domestic abuse by ensuring its peace officers understand domestic abuse statutes and approach domestic abuse situations with sensitivity and understanding. Peace officers will utilize this policy when responding to incidents of domestic abuse. This agency will aggressively enforce the laws without bias or prejudice.

#### DEFINITIONS

**Child:** has the meaning given to it in [MN Statute 260C.007, subdivision 4](#).

**Complainant:** refers to an individual making a complaint or reporting a crime.

**Domestic Abuse:** has the meaning given to it in [MN Statute 518B.01, subdivision 2\(a\)](#).

**Domestic Abuse No Contact Order (DANCO):** refers to an order issued by a judge under [MN Statute 629.75](#) in criminal court. DANCOs may be issued as a pretrial condition of release and/or as a condition of probation. Violating a DANCO is a crime.

**Domestic Abuse Program:** means a public or private intervention project or advocacy program which provides support and assistance to the victims of domestic abuse.

**Domestic Call:** refers to a call for service or a request for service made to a law enforcement agency regarding a domestic disturbance.

**Family or Household Member(s):** has the meaning given to it in [MN Statute 518B.01, subdivision 2\(b\)](#).

**Harassment:** has the meaning given to it in [MN Statute 609.749, subdivision 2\(c\)](#).

**Harassment Restraining Order (HRO):** refers to an order issued by a judge under [MN Statute 609.748](#) in civil court where a petitioner requests a court order prohibiting another person from having contact with them. The petitioner of an HRO does not have to be a family or household member to the respondent. Violating an HRO is a crime.

**Order for Protection (OFP):** refers to an order issued by a judge under [MN Statute 518B.01, subdivision 5](#), in civil court. Violating an OFP is a crime.

**Petitioner:** refers to an individual who initiates legal proceedings by filing a petition with the court.

**Primary Aggressor:** refers to the person who, based on the totality of the circumstances, is determined to be the primary perpetrator of domestic abuse, as opposed to a person who used force in self-defense or who has been primarily subject to abuse.

**Qualified Domestic Violence-Related Offense (QDVRO):** has the meaning given to it in [MN Statute 609.02, subdivision 16](#).

**Respondent:** refers to the person against whom a court action or protective order is sought.

**Stalking:** has the meaning given to it in [MN Statute 609.749, subdivision 5](#).

## PROCEDURE

### RECEIVING A DOMESTIC REQUEST FOR SERVICE

**Receiving a Domestic Request for Service.** Domestic requests for service are considered high priority calls and must be treated accordingly by dispatchers and officers. Dispatchers must assign, minimally, two officers to a known or suspected domestic abuse call. If only one officer is available, reasonable attempts must be made to obtain another officer. After receiving a domestic call, officers must respond promptly according to the information they received (e.g., is the situation active/ongoing, is the incident being reported several days after the event, or are the victim(s) in a safe location away from the suspect). Domestic requests for service may be received via text message to 911 or by other means.

**Information to be Obtained.** The dispatcher receiving a domestic request for service should attempt to collect pertinent information from the caller and relay the information to the responding officers. The dispatcher receiving a domestic abuse call should attempt to gather the following information:

- the nature of the incident,
- the address of the incident, including apartment number (if applicable),
- the telephone number(s) by which the caller can be reached,
- whether weapons are involved or present in the dwelling,
- whether someone is injured and the nature of the injury,
- whether alcohol or drugs are involved,
- information about the suspect (e.g., presence, description, direction of flight, mode of travel, etc.),
- the relationship between the caller and the suspect,
- whether there have been previous calls involving the caller and suspect,

- whether there is an active order for protection (OFP), harassment restraining order (HRO), or criminal pre-trial or probationary domestic abuse no contact order (DANCO),
- whether children are present, and
- whether there are non-English speaking, mobility impaired, or hearing-impaired individuals present.

If the caller is the victim, the dispatcher should attempt to keep the caller on the telephone for as long as possible and tell the caller when they can expect the peace officers to arrive. If the caller is a witness to an incident in progress, the dispatcher should attempt to keep the caller on the phone and should relay ongoing information provided by the caller to the responding [officers]. Dispatchers should ask callers if it is safe for them to talk and if so, for how long.

If, for any reason, the dispatcher is unable to remain on the line with the caller and the responding [officers] are some distance away from the call location, the dispatcher should attempt to periodically call the complainant back, if the caller said it is okay to do so, to check on their well-being. If the complainant was available by telephone, but later becomes unreachable or the dispatcher encounters a persistent busy signal, that information should be relayed to the responding [officers].

## RESPONDING TO A DOMESTIC CALL

**Driving to the Scene.** Peace officers must respond directly and without unreasonable delay to the scene. Officers should evaluate tactical considerations related to the use of emergency lights and sirens when responding.

**Initial Contact.** Upon arriving at the scene of a domestic abuse call, the responding [officers] must identify themselves as peace officers, explain their presence, and request entry into the home. The officers must ask to speak with the individuals involved in the situation. When reasonable, practical, and safe to do so, officers should separate (sight/sound) all individuals involved prior to taking any statements. If the person who called the law enforcement agency is someone other than the subject of the call, the [officer] should not reveal the caller's name. The officer must ensure all occupants inside or at the call location are safe to the extent they are able.

**Entry.** If refused entry, the officers should be persistent about seeing and speaking alone with the complainant. If access to the complainant is refused the officers should request dispatch contact the caller via phone. If access is still refused and the officers have reason to believe someone is in imminent danger, officers are permitted to force entry. If the officers are refused entry, and have no legal grounds to force entry, but have reasonable grounds to believe a crime has been committed, the officers may apply for a search warrant.

**First Aid.** After securing the scene, responding peace officers shall provide first aid and offer EMS (as applicable). Officers may preemptively request EMS and put them on standby while responding to the scene in an effort to minimize medical personnel response time.

## INVESTIGATION

After securing the scene and providing any necessary first aid, peace officers must begin an investigation and assess the evidence to determine if there is probable cause that evidences a crime has been committed. During the investigation, when feasible, officers must attempt to interview the parties directly involved as well as any witnesses to the incident as necessary for the investigation. If the witness, victim, or suspect is a child, officers should consider whether an interview should take place at another location or be handled by another organization. Officers must collect and/or document any evidence at that scene. As part of the evidence collection process, officers must consider:

- taking photos of the scene,
- photographing the condition of clothing of the individuals involved,
- photographing any property damage,
- photographing physical injuries or the presence of petechiae (peace officers should be aware that injuries appear differently on different complexions and under flash photography),
- completing a lethality assessment (as applicable),
- recording and documenting excited utterances made by the victim and/or the suspect,
- documenting the demeanor of the victim and/or the suspect,
- collecting medical records including the victim's statements to paramedics, nurses and doctors,
- recording interviews with witnesses including children who may have been present,
- documenting evidence of any prior domestic abuse related incidents,
- documenting any existing OFPs, HROs or DANCOs, and
- documenting any other existing court order restricting contact between the suspect and victim.

When establishing probable cause, peace officers may consider their observations as well as any statements made by the parties/witnesses involved.

**Suspect Gone on Arrival.** If there is probable cause to make an arrest, officers should make reasonable attempts to locate and arrest the suspect. Officers should consider checking the suspect's place of employment and residences the suspect is known to frequent (e.g., the residences of family/friends or other properties the suspect may own).

## ARREST CONSIDERATIONS

Arrest determinations must be based on probable cause that evidences a crime has been committed. Officers shall not base arrest determinations on the following factors:

- the ownership/tenancy rights of either party or the fact the incident occurred in a private place,
- belief that the victim will not cooperate with criminal prosecution or that the arrest may not lead to a conviction,
- verbal assurances that the abuse will stop,
- disposition of previous police calls or criminal cases involving the same victim or suspect,
- denial by either party that the abuse occurred when there is evidence of domestic abuse and probable cause has been established,
- lack of a court order restraining or restricting the suspect,
- concern about reprisals against the victim,
- adverse financial consequences that might result from the arrest, or
- chemical dependency or intoxication of the parties.

**Primary Aggressor and Dual Arrests.** The Grand Rapids Police Department discourages dual arrest, however, such arrests are not explicitly prohibited. When there are allegations that each party assaulted the other, the peace officer shall determine whether there is sufficient evidence to conclude one of the parties is the primary aggressor. Such a determination should be based on, minimally, the following:

- the comparative extent of the injuries inflicted,
- the presence of fear of physical injury because of past or present threats,
- were actions taken in self-defense or to protect oneself,
- patterns of power of control (financial/technological/psychological),
- the history of domestic abuse perpetrated by one party against the other, or
- the existence or previous existence of an order for protection.

In situations where the primary aggressor is identifiable, but charges also seem appropriate for the other individual involved, a report should be sent for consideration of charges to the prosecutor's office in lieu of a physical (dual) arrest. In their report, officers should explain how the officer identified a specific individual as the primary aggressor. In extreme cases or for instances in which a primary aggressor cannot be identified, a dual arrest may be made. In the event a dual arrest is made, when feasible, officers should transport the individuals in separate vehicles.

**Victims Declining Arrest or Prosecution.** If an officer establishes probable cause and determines a domestic abuse crime has been committed, they may make an arrest. The arrest may be made regardless of a victim's request not to arrest or prosecute the suspect. When an officer encounters a victim who wishes to decline charges, the officer should explain to the victim that arrest and prosecutorial determinations are given to law enforcement and prosecutors by state statute. Officers can offer to include a victim's

request to decline charges in their report, however, victims should be made aware prosecutorial determinations will be made by the prosecuting attorney's office based on evidence.

### **Warrantless Probable Cause Arrest for Fifth Degree Assault or Domestic Assault.**

In general, officers cannot effect probable cause arrests for misdemeanors that did not occur in their presence. This is not the case for crimes of domestic assault. According to [MN Statute 629.341](#), peace officers are immune from civil liability when making a domestic abuse arrest so long as they act in good faith and exercise due care when making the arrest determination. For misdemeanor offenses, according to [MN Statute 629.341](#), peace officers may arrest a person anywhere, without a warrant, if the officer has probable cause to believe that, within the preceding 72 hours excluding the day probable cause was established, the individual assaulted, threatened (with a dangerous weapon), or committed an act intended to cause fear in another of immediate body harm or death if the victim is a "family or household member."

According to [MN Statute 629.72](#), notwithstanding any other law or rule, an arresting [officer] may not issue a citation in lieu of effecting the arrest of an individual being charged or arrested for harassing or stalking, domestic abuse, a violation of an order for protection, or a violation of a domestic abuse no contact order.

**Level of Arrest for Fifth Degree Assault and Domestic Assault: Misdemeanor, Gross Misdemeanor and Felony.** Officers should be aware there are many domestic abuse related crimes that are eligible for enhancement based on an individual's previous criminal convictions. Fifth Degree Assault and Domestic Assault are deemed misdemeanor offenses. When enhancement factors are present, these offenses may be charged as a gross misdemeanor or felony.

- *Gross Misdemeanors*
  - [MN Statute 609.224, subdivision 2\(a\)](#), Assault in the Fifth Degree provides for an enhancement to a gross misdemeanor violation when the offense is against the same victim within ten years of a qualified domestic violence-related offense (QDVRO) conviction or adjudication of delinquency in Minnesota, or any similar law of another state.
  - If the charge is Domestic Assault ([MN Statute 609.2242](#)) and the victim is a family or household member and the crime occurs within ten years of a QDVRO conviction or adjudication of delinquency of any of the above offenses against any family or household member, the same gross misdemeanor enhancement applies. The prior conviction need not be against a member of the same family or household.
  - If there is a prior conviction for assault or threats of violence against any person within two years, a gross misdemeanor may also be charged.
- *Felonies*
  - If a person commits Fifth Degree Assault against the same victim within ten years of the first of any combination of two or more QDVRO convictions or

adjudications of delinquency, the assault becomes a felony. The same enhancement applies to Fifth Degree Assault against any victim occurring within three years of the first of two or more of these convictions.

- Domestic assault against a family or household member is also enhanceable under the same circumstances except that the prior convictions may be against any family or household member.
- According to [MN Statute 609.2247, subdivision 2](#), whoever assaults a family or household member by strangulation is guilty of a felony.

## **REPORTS AND FORMS**

Peace officers must write a report after responding to a domestic call. If the officer did not arrest or seek an arrest warrant even though an arrest was authorized, a detailed explanation of the reasons for the officer's decision not to arrest must be documented. The report must then be forwarded to the prosecutor's office for consideration of formal charges. Domestic abuse related reports must, when feasible or applicable, include the following information:

- detailed statements from the victim, suspect, and any witnesses,
- a description of injuries,
- information about past abuse,
- a summary of the lethality assessment,
- a description of the scene,
- identification of the primary aggressor if applicable,
- information on the existence of any language barriers,
- the identification of elderly victims or those with disabilities,
- a summary of prior convictions relevant to charging enhancements,
- a general summary of the suspect's criminal history, and
- a list of evidence.

If necessary, a domestic call must be turned over to the appropriate investigator for further follow-up when needed. If an arrest is made, the officer must examine the defendant's criminal history record and, if there is evidence of a QDVRO conviction, advise the prosecutor's office of any potential charging enhancements. If there is probable cause to warrant charges on an individual not determined to be the primary aggressor, the peace officer must thoroughly document all relevant information in the report and refer it to the prosecutor for review and consideration of criminal charges.

## **LETHALITY/RISK ASSESSMENT**

Domestic abuse situations often involve heightened emotional responses from the individuals involved because of not only the present circumstances, but the historical context. Historical context is especially important for assessing the potential risk of future domestic violence against an individual victim. Lethality/risk assessments are a tool officers can use to explore a victim's/suspect's abuse history and gauge the risk of future abuse. Officers should complete a lethality/risk assessment, approved by the agency, and

include the assessment with their report. The assessment should be sent to the prosecuting attorney's office for review. Minimally, the following questions should be included in the agency's assessment.

- Does the suspect have access to a firearm, or is there a firearm in the home?
- Has the suspect ever used or threatened to use a weapon against you or your children/family members?
- Has the suspect ever attempted to strangle you, cut off the circulation in your neck, or impede your breathing in any way. This may include covering your mouth and/or nose.
- Has the suspect ever threatened or tried to kill you?
- Has physical violence increased in frequency or severity in recent months?
- Has the suspect ever forced or coerced you to have sexual relations against your will?
- Does the suspect control or try to control most or all your daily activities?
- Does the suspect monitor or surveil most or all your daily activities?
- Is the suspect constantly or violently jealous?
- Has the suspect ever threatened to commit suicide?
- Do you believe the suspect will assault you again?
- Has the suspect assaulted you in the past?
- Do you believe the suspect will try to kill you?
- Are there any pending or prior OFPs, HROs, or other criminal or civil cases involving the suspect?
- Has the suspect previously violated an OFP, HRO, DANCO, or other order in which you were the petitioner or protected party?

The questions included in the agency's assessment should be evidence informed – meaning that the questions are derived from practical experience and/or research. Agencies are encouraged to develop an assessment referral protocol. Minimally, the protocol, should include referring the assessment to the prosecuting attorney's office and a local advocacy program. After an assessment is completed, officers should inform the victim of the outcome, or score, of the assessment. Officers should ask the victim if they would like assistance contacting a victim's rights advocacy center for assistance.

## **OTHER DOMESTIC ABUSE RELATED CRIMES**

### **STALKING**

It is a felony to engage in stalking with respect to a single victim or one or more members of a single household which the actor knows or has reason to know would cause the victim under the circumstances to feel terrorized or to fear bodily harm and which does cause this reaction on the part of the victim. Stalking charges should be considered when,

within a 5-year period, an individual commits or attempts to commit two or more of the criminal acts described in [MN Statute 609.749, subdivision 5\(b\)\(1\) through \(17\)](#).

Reports on incidents of stalking must include historical information about/between the individuals involved as well as the emotions the conduct stirred, if any, in the victim(s). This information is necessary to demonstrate patterns of behavior and to satisfy the elements of the crime. Such information is especially important when one of the acts being used to bring forth a charge of stalking was previously attempted but not charged or, possibly, previously reported. Examples of stalking behaviors include, but are not limited to:

- Surveillance
  - Waiting for the victim outside of their office, gym, or other frequented locations.
  - Using tracking software on the victim's devices.
  - Going through the victim's mail or trash.
  - Attaching a tracking device on the victim's vehicle or home.
- Life Invasion
  - Repeated unwanted contact via telephone, text messages, emails, etc.
  - Sending or leaving unwanted gifts.
  - Initiating contact through third parties.
  - Harassing the victim's friends or family.
- Intimidation
  - Using a weapon as a threat.
  - Forcing confrontations.
  - Threatening to harm or kill the victim, themselves, friends, family, pets, or others the victim cares about.
  - Threatening to share or post private information, photos, or videos of the victim.
- Interference
  - Spreading rumors about the victim.
  - Ruining or attempting to ruin the victim's reputation.
  - Taking and/or sharing photos or videos of the victim without their consent.
  - Posting deepfake photos or videos online of the victim.

For additional information regarding stalking behaviors, [officers] can refer to the Stalking Prevention Awareness and Resource Center's (SPARC) [website](#) and [law enforcement information sheet](#).

## HARASSMENT

A person commits a harassment crime if they:

- directly or indirectly, or through third parties, manifest a purpose or intent to injure the person, property, or rights of another by the commission of an unlawful act;

- follow, monitor, or pursue another, whether in person or through any available technological or other means;
- return to the property of another if the actor is without claim of right to the property or consent of one with authority to consent;
- repeatedly make telephone calls, send text messages, or induce a victim to make telephone calls to the actor, whether or not conversations ensue;
- make or cause the telephone of another repeatedly or continuously to ring;
- repeatedly mail or deliver or causes the delivery by any means, including electronically, of letters, telegrams, messages, and packages, through assistive devices for people with vision impairments or hearing loss, or any communication made through any available technologies or other objects;
- knowingly make false allegations against a peace officer concerning the officer's performance of official duties with intent to influence or tamper with the officer's performance of official duties; or
- use another's personal information, without consent, to invite, encourage or solicit a third party to engage in a sexual act with the person.

Harassment crimes are elevated to a gross misdemeanor if the conduct was committed with the intent to kill, injure, harass, or intimidate another person if the conduct 1) places the other person in reasonable fear that the person's family or household members will be subject to substantial bodily harm, 2) places the person in reasonable fear that the person's family or household members will be subject to substantial bodily harm, or 3) causes or would reasonably be expected to cause substantial emotional distress to the other person. Harassment crimes may also be elevated to a felony if the provisions of [MN Statute 609.749, subdivision 3 or 4](#) are met.

Acts constituting a violation of harassment or stalking, when committed in two or more counties, may be prosecuted in any county in which one of the acts was committed for all acts in violation of [MN Statute 609.749](#).

## VIOLATION OF COURT ORDERS

Peace officers must verify whether any of the following orders discussed herein exist before, during, or after an arrest (OFP, HRO, or DANCO). Methods of verification include visually inspecting a paper or digital copy of the order or obtaining verification from the court or law enforcement agency that issued or served the order. If there is an active court order and the suspect violated the order, the officer's incident report must include information regarding the order, such as the name of the county where the order was originally issued and the court file number. In the report, officers should explicitly identify what provision the suspect violated in the court order.

**Order for Protection (OFP).** A peace officer must arrest and take into custody, without a warrant, any person who the peace officer has probable cause to believe violated a condition of an OFP granted by the court pursuant to [MN Statute 518B.01](#). Such an arrest must be made even if the violation of the order did not take place in the presence of the

peace officer. A violation of an OFP is a misdemeanor but the charge is enhanceable to a gross misdemeanor if the offense occurred within ten years of a previous QDVRO conviction or adjudication. OFP violation charges are enhanceable to a felony if 1) the individual violated the OFP within ten years of the first of two or more previous QDVRO conviction/adjudication or 2) the individual violated the OFP while possessing a dangerous weapon as defined in [MN Statute 609.02, subdivision 6](#).

According to [MN Statute 518B.01, subdivision 18\(a\)\(2\)](#), an OFP is not voided if the respondent was invited by the petitioner to the petitioner's residence. Likewise, an OFP is not void if the petitioner initiates contact with the respondent. There is not a time limitation to effect a warrantless arrest for a violation of an OFP.

**Harassment Restraining Order (HRO).** A peace officer must arrest and take into custody a person who the peace officer has probable cause to believe has violated a harassment restraining order granted by the court pursuant to [MN Statute 609.748, subdivisions 4 and 5](#), if the [officer] can establish probable cause and verify the existence of the order. A person who violates an HRO is guilty of a misdemeanor. This offense is enhanceable to a gross misdemeanor if the violation occurs within ten years of a QDVRO conviction. Per [MN Statute 609.748, subdivision 6\(d\)](#), the offense is enhanceable to a felony if the person knowingly violates the order:

- within 10 years of the first of two or more previous qualified domestic violence-related offense convictions or adjudications;
- because of the victim's or another's actual or perceived race, color, religion, sex, sexual orientation, disability (as defined in [MN Statute 363A.03, subdivision 12](#)), age, or national origin;
- by falsely impersonating another;
- while possessing a dangerous weapon;
- with intent to influence or otherwise tamper with a juror or a judicial proceeding or with intent to retaliate against a judicial officer, as defined in [MN Statute 609.415, subdivision 3](#), or a prosecutor, defense attorney, or officer of the court, because of that person's performance of official duties in connection with a judicial proceeding; or
- against a victim under the age of 18, if the respondent is more than 36 months older than the victim.

**Domestic Abuse No Contact Order (DANCO).** A peace officer must arrest, without a warrant, and take into custody a person who the peace officer has probable cause to believe has violated a DANCO issued pursuant to [MN Statute 629.75](#). The arrest must be made even if the violation did not occur in the presence of the peace officer. A pretrial DANCO is sometimes continued at the time of sentencing with a new DANCO issued as a condition of probation. This DANCO may be valid for the full probationary period indicated in the order. The court may rescind a DANCO at any time. A victim's production of a copy of a court order, that appears valid, absent contrary evidence, provides a prima facie basis for arrest whenever there is probable cause to believe a violation of the order has occurred.

When investigating a domestic abuse incident, peace officers must, when applicable, consider whether additional crimes have been committed. Other crimes that should be considered are trespassing, criminal damage to property, disorderly conduct, witness tampering, burglary, and/or assault.

### **CRIME VICTIM RIGHTS AND SERVICES**

If for some reason it is not possible to effect the arrest of a suspect during a domestic abuse incident (for example, the suspect fled the scene), officers should, when feasible, consider staying at the scene until the likelihood for further violence has been substantially reduced or eliminated. If the suspect is gone on arrival, [officers] are encouraged to talk to the victim about how to safely contact law enforcement if the suspect returns or their whereabouts are determined. Officers are encouraged to provide guidance to victims on how to ensure their own immediate safety (e.g. staying with a family member or friend, having a family member stay with them, or staying at a shelter). If a domestic advocacy program exists in the area, the responding [officer] should initiate contact on behalf of the victim with their permission. [MN Statute 629.342](#) provides that when a peace officer does not make an arrest, the peace officer must provide immediate assistance to the victim, which includes obtaining any necessary medical treatment, and provide the victim a notice of rights pursuant to [MN Statute 629.341, subdivision 3](#).

**Assistance to Non-English-Speaking Victims or Victims with Communication Disabilities.** The peace officer shall use the resource list established by this law enforcement agency to contact a person to assist in cases where the individuals involved in the domestic call, including the witnesses, are non-English-speaking, hearing-impaired, or have other communication limitations. The officer should avoid the use of friends, family, or neighbors as the primary interpreter for the investigation. Consideration: Is there a bilingual speaking officer who could assist?

**Notice of Crime Victim's Rights.** The peace officer must give the victim of a domestic abuse incident a copy of the agency's crime victim notification form. Officers are encouraged to verify the victim understands the victim's rights information they have been provided. The agency will routinely review the form to ensure it is current and in compliance with all applicable MN laws. The Department of Public Safety, Office of Justice Programs, produces the crime victim's rights notice and serves as the contact for victim's rights information.

**Services.** The peace officer or agency should contact the local domestic abuse program as soon as possible on all domestic abuse situations for which there is probable cause for an arrest and provide the name, phone number, and address of the victim and a brief factual account of the events that transpired. This section shall not apply if the dissemination of certain data is prohibited by the Minnesota Government Data Practices Act.

**Child Victims.** If a child is present during a domestic abuse incident or if the child is the victim of domestic abuse, the responding officer must determine whether the child has been subject to physical abuse, psychological abuse, sexual abuse, or neglect as defined by [MN Statute 260E.03](#). If a peace officer finds a child in an environment which endangers the child's health or welfare or which will endanger the child's welfare, the child should be taken into protective custody pursuant to [MN Statute 260C.175](#). When cases involve children, officers must comply with the reporting requirements of [MN Statute 260E, Reporting of Maltreatment of Minors](#). If the child has been injured, the [officer] must escort the child to the nearest hospital for treatment. This can be accomplished by following EMS transport, riding with EMS transport, or by the officer transporting the child as appropriate.

## STATUTORY REFERENCES

- [CHAPTER 13](#) – Government Data Practices
- [CHAPTER 260E](#) – Reporting of Maltreatment of Minors
- [MN STATUTE 260C.175](#) – Taking Child Into Custody
- [MN STATUTE 518B.01](#) – Domestic Abuse Act
- [MN STATUTE 609.185](#) – Murder in the First Degree
- [MN STATUTE 609.19](#) – Murder in the Second Degree
- [MN STATUTE 609.195](#) – Murder in the Third Degree
- [MN STATUTE 609.20](#) – Manslaughter in the First Degree
- [MN STATUTE 609.205](#) – Manslaughter in the Second Degree
- [MN STATUTE 609.221](#) – Assault in the First Degree
- [MN STATUTE 609.222](#) – Assault in the Second Degree
- [MN STATUTE 609.223](#) – Assault in the Third Degree
- [MN STATUTE 609.2231](#) – Assault in the Fourth Degree
- [MN STATUTE 609.224](#) – Assault in the Fifth Degree
- [MN STATUTE 609.2242](#) – Domestic Assault
- [MN STATUTE 609.2245](#) – Female Genital Mutilation; Penalties
- [MN STATUTE 609.2247](#) – Domestic Assault by Strangulation
- [MN STATUTE 609.25](#) – Kidnapping
- [MN STATUTE 609.255](#) – False Imprisonment
- [MN STATUTE 609.342](#) – Criminal Sexual Conduct in the First Degree
- [MN STATUTE 609.343](#) – Criminal Sexual Conduct in the Second Degree
- [MN STATUTE 609.344](#) – Criminal Sexual Conduct in the Third Degree
- [MN STATUTE 609.345](#) – Criminal Sexual Conduct in the Fourth Degree
- [MN STATUTE 609.3451](#) – Criminal Sexual Conduct in the Fifth Degree
- [MN STATUTE 609.3458](#) – Sexual Extortion
- [MN STATUTE 609.377](#) – Malicious Punishment of a Child
- [MN STATUTE 609.3775](#) – Child Torture
- [MN STATUTE 609.582](#) – Burglary
- [MN STATUTE 609.713](#) – Threats of Violence
- [MN STATUTE 609.748](#) – Harassment; Restraining Order
- [MN STATUTE 609.749](#) – Harassment; Stalking; Penalties
- [MN STATUTE 609.78](#) – Emergency Telephone Calls and Communications

- [MN STATUTE 617.261](#) – Nonconsensual Dissemination of Private Sexual Images
- [MN STATUTE 617.262](#) – Nonconsensual Dissemination of a Deep Fake Depicting Intimate Parts or Sexual Acts
- [MN STATUTE 629.341](#) – Allowing Probable Cause Arrests for Domestic Violence; Immunity from Liability
- [MN STATUTE 629.75](#) – Domestic Abuse no Contact Order
- [ADMINISTRATIVE RULE 6700.1615](#) – Required Agency Policies

**CHARGING TABLE**

The table below was created to assist officers with their probable cause arrest determinations. The table identifies which crimes a previous QDVRO conviction acts as an enhancement for. To determine the offense level and corresponding statute, start on the left side of the table by identifying the offense, then move to the right. Officers should confirm the information in this table with statute to verify the statute.

*"Qualified domestic violence-related offense" refers to a violation of or an attempted violation of an order for protection, first-degree murder, second-degree murder, third-degree murder, first-degree manslaughter, second-degree manslaughter, first-degree assault, second-degree assault, third-degree assault, fourth-degree assault, fifth-degree assault, domestic assault, female genital mutilation, domestic assault by strangulation, kidnapping, false imprisonment, first-degree criminal sexual conduct, second-degree criminal sexual conduct, third-degree criminal sexual conduct, fourth-degree criminal sexual conduct, sexual extortion, malicious punishment of a child, burglary in the first degree, threats of violence, violation of harassment restraining order, harassment, stalking, interference with an emergency call, nonconsensual dissemination of private sexual images, violation of domestic abuse no contact order, and similar laws of other states, the United States, the District of Columbia, tribal lands, and United States territories.*

| Offense                        | Victim     | Conviction Look Back Period | Previous Conviction w/in Look Back Period or Qualifying Element | Offense Level     | Statute            |
|--------------------------------|------------|-----------------------------|---|-------------------|--------------------|
| 5 <sup>th</sup> Degree Assault | Any Victim |                             |   | Misdemeanor       | 609.224, sub. 1    |
|                                |            | w/in previous 3 years       | QDVRO   | Gross Misdemeanor | 609.224, sub. 2(b) |
|                                |            | w/in previous 3 years       | QDVRO (x2)  | Felony            | 609.224, sub. 4(b) |

|                  |                            |                        |            |                   |                    |
|------------------|----------------------------|------------------------|------------|-------------------|--------------------|
|                  | Same Victim                | w/in previous 10 years | QDVRO      | Gross Misdemeanor | 609.224, sub. 2(a) |
|                  |                            | w/in previous 10 years | QDVRO (x2) | Felony            | 609.224, sub. 4(a) |
| Domestic Assault | Family or Household Member |                        |            | Misdemeanor       | 609.2242, sub. 1   |
|                  |                            | w/in previous 10 years | QDVRO      | Gross Misdemeanor | 609.2242, sub. 2   |
|                  |                            | w/in previous 10 years | QDVRO (x2) | Felony            | 609.2242, sub. 4   |

|   |                                   |                        |   |                   |                        |
|---|-----------------------------------|------------------------|---|-------------------|------------------------|
| Violation of an Order for Protection        | Family or Household Member        |                        |   | Misdemeanor       | 518B.01, sub. 14(b)    |
|   |                                   | w/in previous 10 years | QDVRO   | Gross Misdemeanor | 518B.01, sub. 14(c)    |
|   |                                   | w/in previous 10 years | QDVRO (x2)  | Felony            | 518B.01, sub. 14(d)(1) |
|   |                                   |                        | *** commits act while possessing a dangerous weapon ***     | Felony            | 518B.01, sub. 14(d)(2) |
| Violation of a Harassment Restraining Order | Any Victim                        |                        |   | Misdemeanor       | 609.748, sub. 6(b)     |
|   |                                   | w/in previous 10 years | QDVRO   | Gross Misdemeanor | 609.748, sub. 6(c)     |
|   |                                   | w/in previous 10 years | QDVRO (x2)  | Felony            | 609.748, sub. 6(d)(1)  |
|   |                                   |                        | ***because of actual or perceived protected class status*** | Felony            | 609.748, sub. 6(d)(2)  |
|   |                                   |                        | ***by falsely impersonating another***                      | Felony            | 609.748, sub. 6(d)(3)  |
|   |                                   |                        | ***while possessing a dangerous weapon***                   | Felony            | 609.748, sub. 6(d)(4)  |
|   |                                   |                        | ***intent to affect juror, judicial proceeding, etc.***     | Felony            | 609.748, sub. 6(d)(5)  |
|   | Victim under 18 and respondent is |                        |   | Felony            | 609.748, sub. 6(d)(6)  |

|  |                           |  |  |  |  |
|--|---------------------------|--|--|--|--|
|  | more than 36 months older |  |  |  |  |
|--|---------------------------|--|--|--|--|

|                                 |  |                        |  |                   |                         |                       |
|---------------------------------|--|------------------------|--|-------------------|-------------------------|-----------------------|
| Malicious Punishment of a Child | A Child  |                        | ***less than substantial bodily harm***  | Gross Misdemeanor | 609.377, sub. 2         |                       |
|                                 |  | w/in previous 5 years  | 1 <sup>st</sup> – 5 <sup>th</sup> Degree Assault, Domestic Assault, 1 <sup>st</sup> – 4 <sup>th</sup> Degree Criminal Sexual Conduct, or Threats of Violence | Felony            | 609.377, sub. 3         |                       |
|                                 |  |                        | ***substantial bodily harm***  | Felony            | 609.377, sub. 5         |                       |
|                                 |  |                        | ***great bodily harm***  | Felony            | 609.377, sub. 6         |                       |
|                                 | A Child Under 4 Years Old                              |                        | ***harm to head, eyes, neck, or multiple bruises to the child's body***  | Felony            | 609.377, sub. 4         |                       |
| Harassment                      | Any Victim   |                        |  | Gross Misdemeanor | 609.749, sub. 2(c)(1-8) |                       |
|                                 |  | w/in previous 10 years | QDVRO  | Felony            | 609.749, sub. 4(a)      |                       |
|                                 |  |                        | ***because of actual or perceived protected class status***  | Felony            | 609.749, sub. 3(a)(1)   |                       |
|                                 |  |                        | ***by falsely impersonating another***   | Felony            | 609.749, sub. 3(a)(2)   |                       |
|                                 |  |                        | ***while possessing a dangerous weapon***  | Felony            | 609.749, sub. 3(a)(3)   |                       |
|                                 |  |                        | ***intent to affect juror, judicial proceeding, etc.***  | Felony            | 609.749, sub. 3(a)(4)   |                       |
|                                 | Victim Under 18 and actor is more than 36 months older |                        |  |                   | Felony                  | 609.749, sub. 3(a)(5) |
|                                 |  |                        | ***sexual or aggressive intent***  |                   | Felony                  | 609.749, sub. 3(b)    |



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving on-sale liquor license for Grand Rapids Speedway

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

The Grand Rapids Speedway has submitted the renewal application for their annual limited on-sale liquor license. All documentation and fees have been received.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the on-sale liquor license for Grand Rapids Speedway.



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11<sup>th</sup>, 2026

**AGENDA ITEM:** Consider authorizing public works staff to obtain quotes for snow removal equipment

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The current CIP has the purchase of a snowplow truck and sander in 2026 and a front-end loader with plow in 2027. Staff would like to begin the process of obtaining quotes and planning order times.

Once quotes are received, staff will bring purchase approval back to council for approval.

### REQUESTED COUNCIL ACTION:

Make a motion authorizing public works staff to obtain quotes for snow removal equipment.



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11<sup>th</sup>, 2026

**AGENDA ITEM:** Consider authorizing public works staff to obtain quotes for building removal

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The City of Grand Rapids owns parcel 91-450-0022, located along 7<sup>th</sup> Avenue SE, 300 feet south of 7<sup>th</sup> Street SE. A storage building exists on this parcel that has become a safety hazard and needs to be removed. Public Works staff would like authorization to obtain quotes for the removal of this structure.

Quotes will be brought to council for award.

### **REQUESTED COUNCIL ACTION:**

Make a motion authorizing public works staff to obtain quotes for building removal



# QUOTATION FORM

Grand Rapids, MN  
Airport Road Building Removal

**Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 3:00 pm on Thursday, May 21<sup>st</sup>, 2026. Quotes can be mailed or hand delivered. The quote should be submitted in a sealed envelope to the City Engineers office:**

Quote package shall include the following:

1. Quotation Form
2. Special Provisions – Division SL
3. Site map and picture

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "Airport Road Building Removal Quote".

Project Description: The project includes removal of existing building and slab on City of Grand Rapids parcel 91-450-0022 and restoration.

Project will be completed on a lump sum basis.

Total Lump Sum Bid: \$ \_\_\_\_\_

We, the undersigned, doing business as \_\_\_\_\_ have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all the conditions, laws and regulations surrounding the nature of the proposed project including the availability of materials, equipment and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete demolition of the Airport Road Building Removal as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Name of Company \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Printed Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Legal Address \_\_\_\_\_

Business Phone \_\_\_\_\_

## SPECIAL PROVISIONS

### General:

1. Council will consider award on Tuesday, May 26<sup>th</sup>, 2026
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Lump Sum will be executed for the project once a contractor is awarded the project.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. Prevailing wage requirements for the State of Minnesota, Grand Rapids, MN, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
6. Contractor will be required to provide proof of insurance
7. The Work will be substantially completed on or before August 15, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 1, 2026. Additionally, once construction has started, work shall be finished within 10 calendar days
8. Liquidated damages shall be set at \$200 per day for every day after the completion dates that the project is not complete.
9. Contractor will be required to submit a City Demolition Permit and bid shall include the \$41 fee. Contractor will also be required to submit a City Stormwater permit, but this fee will be waived.

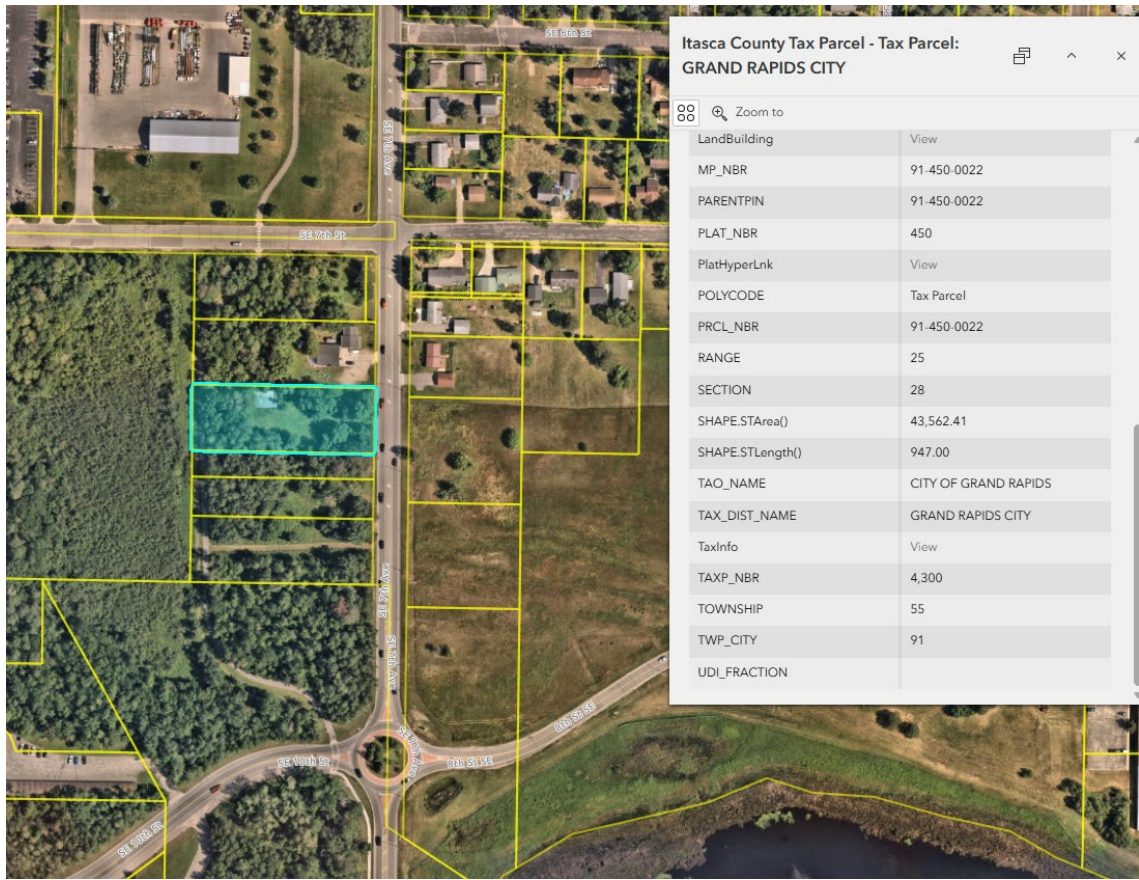
### Construction:

1. Project includes the demolition and removal of the existing ~45' x 32' structure, concrete slab under building and any building contents.
2. Site shall be graded to match existing drainage patterns. Any topsoil necessary shall be included in the bid.
3. Disturbed areas shall be established with topsoil (if necessary), seed and mulch.
4. Bid shall include erosion control management, including silt fence, construction entrances, etc.
5. All construction traffic shall enter and exit on 7<sup>th</sup> Avenue SE (Airport Road). Any applicable traffic control shall be the responsibility of the contractor.

S:\Special\_Projects\2026 - Airport Rd Building Removal\Airport Rd Building Removal Quote.docx

Parcel: 91-450-0022

Building removal request: 5/11/26





CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving temporary liquor license for Thunderhawk Blue Line Club Walleye Shootout Event

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Thunderhawk Blue Line Club has submitted an application for a temporary liquor license for their annual Walleye Shootout event, scheduled for June 26<sup>th</sup> and 27<sup>th</sup>, 2026 at Yanmar Arena. All fees and required insurance documentation have been received.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor license for Thunderhawk Blue Line Club Walleye Shootout and authorize staff to submit to the State for issuance.



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving updates to City Social Media Policy.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Periodically, the City of Grand Rapids will review and update policies and procedures. Attached is a redlined draft of the City's Social Media Policy showing recommended changes.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve changes to Social Media Policy.



## Social Media Policy

### Overview

The City of Grand Rapids intends to use social media websites as additional communication channels to help promote its programs, events, and services, and represent itself appropriately and consistently on the Internet. Social media technology is an effective medium for the City to distribute news of an event quickly and will not be used as a general forum for public discussion, and the City may limit or disable public interaction features to maintain this purpose in accordance with State law. Public input will be gathered through topic specific surveys when needed. will not be used as a forum for public discussion.

A social media presence is yet another way government can communicate to the broadest possible audience of those it serves. The City of Grand Rapids' intent is to increase transparency, immediacy, and feedback to the community and to address the fast-changing landscape of the Internet and the way residents obtain information online.

The best, most appropriate, City of Grand Rapids uses of social media tools fall into two categories:

- Channels to supplement information from other City communications sources, such as the website, and draw more eyes back to those communication sources, and to broadcast the City's messages to the widest possible audience
- Channels for disseminating time-sensitive information as quickly as possible (i.e. emergency information)

### General Technicalities

All City of Grand Rapids social media pages will adhere to the content standards below.

- The City has a "page" in Facebook, not a "group." Facebook pages offer distinct advantages, including greater visibility, customization, and measurability.
- The type of page is "government."
- The City's web team will standardize and provide all City Facebook page displays to include the City logo and other pertinent information.
- Any City Facebook page will be based on a template that includes consistent City branding and style. The web team will provide departments with the template.

- Departments will use proper grammar and standard AP style, avoiding jargon and abbreviations. Facebook is more casual than most other communications tools but still represents the City at all times.
- An application shall not be used unless it serves a business purpose, adds to the user experience, comes from a trusted source, and is approved by the IT Director, or City Administrator.
- All new social media tools proposed for City use will be approved by the City Administrator, IT Director, or the appropriate Department Head.
- Employees representing the City of Grand Rapids on the City's social media sites must conduct themselves professionally at all times as representatives of the City.
- Elected officials should comply with the guidelines outlined in the City's Technology, Communications, and Social Media Policies.

### **Social Media Administrators**

A successful social media page requires monitoring. Each City department shall appoint one or two of its staff as the assigned administrator(s) (AA), who will be responsible for monitoring the social page. Posts shall be approved by the AA or a designated alternate.

Posts and monitoring shall be done during office hours, with the exception of emergency situations.

**AFTER HOURS:** In the event of an emergency need for an after-hours posting, designated communications department staff shall be contacted to post information on the City's website followed by social media.

### **Employee Access to Social Media Sites**

Designated AA employees are allowed to use personal logins/accounts to access social media sites as part of their work duties. Use of personal mobile devices and access of personal social media sites should be minimal while at work in accordance with the Personnel Policy Manual. Authorization during work time is for the expressed purpose of allowing social media editors to conduct their work.

Social media accounts are considered a city asset, and logins to those accounts must be securely administered in accordance with City technology policies

## **City's Social Media Posts**

### **Event Pages and Public Interaction**

The City of Grand Rapids may utilize social media event features (e.g., Facebook Events) to promote City-sponsored meetings, programs, and activities. These event pages are intended primarily as one-way communication tools to distribute information to the public.

To support this purpose:

- Event settings may restrict public interaction, including limiting who may create posts within the event
- In some cases, only City-designated administrators may create posts within an event page
- Public commenting is not guaranteed and may be limited or disabled at the discretion of the City

If commenting is enabled, the City will moderate content in a viewpoint-neutral manner. The City may remove comments that:

- Are not related to the specific event or post topic
- Contain profanity, obscenity, or vulgar language
- Include threats, harassment, or personal attacks
- Promote commercial services or constitute spam
- Contain false information that could mislead the public about City services or operations
- Encourage illegal activity
- Disclose private or confidential information

Comments will not be removed solely because they express criticism or disagreement with the City.

Elected officials shall not engage in back-and-forth discussions with other elected officials within event pages or comment threads, in order to comply with the Minnesota Open Meeting Law.

### **Event Duration and Removal**

Social media event pages are temporary communication tools. Upon completion of the event, the City may remove, archive, or deactivate the event page. Any content constituting a government record will be retained in accordance with the City's records retention schedule prior to removal.

### **Accuracy and Timeliness**

The City of Grand Rapids will make every effort to ensure the accuracy of the information provided on its social media pages. However, several factors that are beyond the City's control (including unauthorized modification of electronic data, transmission errors, browser incompatibilities, information that has been cached on the local computer or storage device, or other aspects of electronic communication in an evolving and time-sensitive environment) can affect the quality of the information displayed on the site.

For that reason, the City does not guarantee the accuracy of the information provided on its social media page and is not liable for reliance on this information.

The City's timeliness of posts may also vary based on staff availability.

Therefore, a disclaimer shall be posted on any social media site, stating:

*This social media page is intended to get information out to a wide number of people quickly, not as an in-depth or complete source of information, but as an evolving supplement to the City of Grand Rapids' website ([www.cityofgrandrapidsmn.com](http://www.cityofgrandrapidsmn.com)), newsletter, press releases, and in-person communications. Staff will post within office hours (Monday- Friday, 8 am-4:30 pm) and within the varying perimeters of staff availability.*

## Data Practices Concerns

Any content maintained in a social media format that is related to City business, including a list of subscribers, is a public record. The department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media. Content related to City business shall be maintained in an accessible format so that it can be produced in response to a request.

Content posted to social media sites will be transitory in nature, in order to adhere to the City's records retention policy. Social media content will be retained and disposed of in accordance with the City's records retention schedule. Content displayed on social media platforms may be removed after three months; however, any records required to be retained will be preserved in accordance with applicable law. ~~All posts to social media sites will be discarded after three months of viewing.~~

A social media account shall not be used by the City or any City employee or representative to disclose private, confidential, and non-public information.

## Employee Conduct

All City employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. When using social media, City employees must follow all policies outlined here and in the Personnel Policy Manual.

Social media platforms provide new ways to engage with citizens and customers to build stronger relationships, civic engagement, and "connectedness." Employees designated to participate in social media are expected to follow these principles:

- Postings shall be related to that department's specific function and subject matter expertise.
- Postings shall be factual, respectful, on-point, and reasonably avoid being thought of as spam, off-topic, or offensive.
- Per the City's communications policy (see applicable section of the Personnel Policy Manual), employees must notify the City's Communications department of any media contacts received related to their posts. Further, under no circumstances shall non-department head personnel comment to reporters regarding matters of City policy, opinion, or interpretation.
- Employees shall not use the City's social media sites to copy or transmit any documents, images, software, or other information protected by a copyright owned by someone or an entity other than the City of Grand Rapids without proper authorization from the copyright owner. Copyright protection applies to any document, image, software or information unless it is specifically marked as public, not copyrighted, or freeware. In the absence of any specific copyright markings, material or information should be assumed to be copyright-protected. It is the employee's responsibility to obtain proper authorization from the copyright owner before using the electronic communications system to copy or transmit original copyrighted material.
- City social media sites or equipment may not be used by staff as a platform to share personal opinions or for political purposes, private business or charitable activities, commercial or personal transactions, promotion of religious views, or for any other purpose prohibited by law.
- Replies to individual constituent inquiries received via social media sites must be

retained per the City's record retention schedule.

- Decisions to remove posts that violate the City's social media policy shall be made by the appropriate department head, or the City Administrator. Employees monitoring City social media pages must bring questionable posts to the attention of their department head or the City Administrator immediately.
- Employees who are asked by organizations to post information on the City's social media sites shall refer the request to the City Administrator, or the appropriate Department Head.

### **Guidelines for Personal Communications**

While every individual has a right to speak out on the issues facing the community, state, and nation, employees must take great care to make it clear that their personal opinions are their own and do not represent the official policy position of the City. It is important for employees to remember that their personal communications may reflect on the City, especially if they are commenting on City business, supervisors, or policies.

The following guidelines apply to personal communications including various forms of social media, letters to the editor of newspapers, personal endorsements, email, City correspondence, newsletters, and cable television.

- All City employees are expected to actively protect any information considered private or protected under Data Privacy and HIPAA Compliance laws. (Questions should be directed to the City of Grand Rapids' Human Resources Director.)
- Employees MUST NOT post information, images, or icons obtained in their official capacity with the City on their personal social media pages and/or accounts without prior approval from the appropriate Department Head AND the City Administrator. For example, employees shall not post photos, icons, or information from an incident/call on his/her personal social media sites.
- If you wish to write an opinion based upon your work experience, you shall not make reference to the City if you are not discussing City business. For example, write, "As a police officer..." rather than, "As a City of Grand Rapids police officer..." or "As a public employee ..." rather than "As a City of Grand Rapids employee..."
- Employees shall not comment on social media or publish something related to City business without identifying themselves and using a disclaimer such as, "I am an employee of the City of Grand Rapids. However, these are my own opinions and do not represent those of the City of Grand Rapids."
- The City of Grand Rapids expects its employees to be truthful, courteous and respectful toward supervisors, coworkers, citizens, customers and other persons associated with the City. Do not engage in name-calling or personal attacks.
- Refrain from making comments about the workplace, policies, or supervisors, or discussing internal employment issues on social media. Assume anything written about a coworker or supervisor will be read by that coworker, your supervisor, and many others.
- Remember that what you write or post is public, and will be so for a long time. It also may be spread to large audiences without your knowledge or permission. Refrain from sending or posting information – including images or icons – that you would not want your supervisor or other employees to read, or that you would be embarrassed to see in the newspaper or viewed by your parents, spouse, or loved ones.
- City resources, working time, or official City positions must not be used for personal

profit or business interests, for promotion of religious views, or to participate in personal political activity. For example, an employee must not use any City logo (including the Pokegama Golf Course logo or public safety badges or logos), email, or working time to promote his/her side business or for personal gain.

- Personal social media account names or email names shall not be tied to the City (eg, using your City email address when posting).

### **Social Media Guidelines For Elected Officials**

Elected officials should comply with the following guidelines when using City of Grand Rapids social media sites:

- Elected officials shall not use official City social media sites for campaigning purposes.
- Elected officials shall not post comments or links to any content that endorses or opposes political candidates or ballot propositions, including links to an elected official's campaign site.
- Elected officials should be mindful of the risks of electronic communication in relation to the Minnesota Data Practices Act and the Open Meeting Law; two-way communication between elected officials should be strictly avoided.
- Elected officials should not use social media as a mechanism for conducting official City business other than to informally communicate with the public.
- Elected officials should reveal that they are elected officials for the City if/when making a post and be honest, straightforward, and respectful.
- Elected officials should be sure that efforts to be honest don't result in sharing non-public information related to coworkers, personnel data, medical information, claims or lawsuits, or other non-public or confidential information.
- Elected officials should add value to any social media discussion by staying focused on the issue.
- To help prevent errors, elected officials should not post official information (eg, incorrect information about a new city ordinance) about the City, as it could create liability issues.
- If an elected official makes a mistake, it should be corrected as soon as the official is made aware of the error. Corrections should be upfront and as timely as possible. If you modify an earlier post, make it clear the posting has been corrected. Consider designing corrections with "Fixed link" or "Fact correction" prior to the correction.
- Elected officials who are contacted by the media on a topic of official City business should follow City communications protocols.

Updated by: City Council on ~~January 8, 2024~~ May 11, 2026



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving policy updates to City of Grand Rapids Personnel Policies relating to expense reimbursements.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

The City's current Personnel Policy Manual was adopted by the City Council on January 12, 2026, and staff is recommending updates to several sections of the Personnel Manual related to employee expense reimbursement procedures. The proposed revisions are intended to provide better-defined guidance and clarify procedures and expectations related to employee expense reimbursements. The revisions will assist employees in submitting reimbursement requests and help the Finance Department administer reimbursements consistently and in accordance with policy.

Attached for your review is a red-lined copy of the proposed policy revisions.

### REQUESTED COUNCIL ACTION:

Consider approving policy updates to the City of Grand Rapids Personnel Policy Manual as presented, effective May 12, 2026.

## Section 9.05 Expense Reimbursement

### **Relocation and moving:**

In unique situations, the City Council may authorize reimbursement for all or a portion of relocation expenses for a new hire selected from outside the Grand Rapids area. The Council will determine the types of relocation expenses and the maximum amount allowable on a case-by-case basis prior to the appointment being made, **subject to IRS guidelines.**

### **Training:**

Employees attending approved courses, trade shows, benchmarking trips or seminars where they have been selected to attend by their Department Head will receive pay for the conference hours scheduled for that day. Tuition will be paid in advance. Mileage and normal business meal expenses will be reimbursed, **according to the City's Travel (mileage, lodging, and meals) policy.**

### **Travel (mileage, lodging and meals):**

The City shall reimburse employees for reasonable expenses incurred in the performance of their duties as authorized in the department budgets or on a case-by-case basis, **according to the City's Travel (mileage, lodging, and meals) policy.**

If you are required to travel during the course of your job, mileage you accumulate on your personal vehicle will be reimbursed. A travel expense form should be completed and signed by your Department Head in order to claim such expenses. Reimbursement claims are to be submitted within two (2) weeks of returning from the trip.

Employees shall make every effort to find adequate lodging at reasonable expense.

### **Per Diem Standard**

- **Meal reimbursement rates shall be based on the federal per diem rates established by the U.S. General Services Administration (GSA) for applicable travel location. <https://www.gsa.gov/travel/plan-book/per-diem-rates>**
- **The applicable per diem rate will be the Meals and Incidental Expenses (M&IE) rate in effect at the time of travel.**
- **Employees are responsible for verifying the applicable federal per diem rate for their travel destination. <https://www.gsa.gov/travel/plan-book/per-diem-rates>**

## Meal Reimbursement

1. Employees will be reimbursed for actual meal expenses incurred, not to exceed the applicable federal per diem rate.
2. The City will not reimburse meal expenses that exceed the federal per diem rate for the travel location.
3. If an employee's actual meal expense is less than the maximum per diem rate, reimbursement will be limited to the actual amount spent.
4. Per diem amounts are not provided as a flat allowance unless otherwise authorized; reimbursement is based on actual expenses.
5. Alcoholic beverages are not reimbursable.

## Partial Day Meal Allowances

For partial-day travel, the Meals and Incidental Expenses (M&IE) per diem will be prorated by meal, consistent with federal guidance.

- Eligibility Based on Travel Time
- Eligibility for meal reimbursement is based on the employee's departure from and return to their normal work location or residence, whichever is applicable.
- Breakfast. Employee must depart before 6:00 a.m.
- Lunch. Employee must be in travel status over the normal lunch period (generally between 11:00 a.m. and 1:00 p.m.).
- Dinner. Employee must return after 7:00 p.m.

To qualify for any meal reimbursement, the employee must be in travel status for a minimum of 10 consecutive hours, unless overnight travel is required.

## Overnight Travel

For overnight travel, employees are eligible for meal reimbursement based on the applicable per diem rate, subject to the Meals and Incidental Expenses (M&IE) per diem rate(s) and the guidance listed below.

## Receipts and Documentation for Overnight Travel

Receipts are required to receive the Meals and Incidental Expenses (M&IE) per diem rate(s).

Expenses for meals are reimbursed only under the following guidelines:

1. Breakfast may be claimed only if the employee/elected official is on assignment away from home, in overnight travel status or departs from home on assigned travel before 6:00 AM.
2. Lunch may be claimed if you are in travel and work status away from home.

- 3. Dinner may not be claimed for reimbursement unless the employee/elected official are in travel status and/or City business caused them to return home after 7:00 PM or to be away from home overnight.
- 4. Times of departure and return must be indicated for all meal reimbursement requests.
- 5. There shall be no reimbursement for the costs of any meal where the cost of such meal is included in the lodging, transportation or conference costs.
- 6. ~~Although itemized receipts are not required within the \$63.00 daily limit, employees are encouraged to keep them and turn them in whenever possible.~~ **Itemized receipts are required within the Meals and Incidental Expenses (M&IE) per diem rates.**
- ~~7. Excess amounts should be reasonable given the location and circumstances of the meal.~~
- ~~8. Meal costs over the allowable amount must have itemized receipts attached in order to be reimbursed.~~
- ~~9. Any amount in excess of \$63.00 not substantiated by itemized receipts will be included on Employees W-2 form.~~
- ~~10.~~ **7.** The cost of a meal includes tax and a reasonable gratuity (up to 20%) but does not include alcoholic beverages.
- ~~11.~~ **8.** An employee may choose to attend a meal that is served in conjunction with a conference or seminar but is not included in the registration fee. The employee will be reimbursed ~~in full upon presenting a receipt~~ **per the Meals and Incidental Expenses (M&IE) per diem rates** or may choose to have the City pay the cost directly with the registration fee.

~~FLAT RATE WITHOUT RECEIPTS~~

- ~~Breakfast \$16.00~~
- ~~Lunch \$19.00~~
- ~~Dinner \$28.00~~
- ~~TOTAL \$63.00~~

- ~~12.~~ **9.** The City will not reimburse employees for meals connected with trainings or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending out-of-state banquets, training sessions, or meetings of professional organizations.

## Section 20.04 Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject ~~to the employee providing necessary receipts and appropriate documentation to~~ to Section 9.05, Expense Reimbursement, Travel (mileage, lodging and meals).

## Section 20.06 Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred per City policy. In no case will City funds be used to pay for, or reimburse, for events sponsored by or affiliated with political parties.

The City will not reimburse employees for meals connected with training or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting. The City will also not reimburse employees for the costs for travel of family members.

Employees who find it necessary to use their private automobiles for City travel and who do not receive a car allowance will be reimbursed at the prevailing mileage rate as established by the City Council, not to exceed the allowable IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to ~~this policy~~ Section 9.05, Expense Reimbursement, Travel (mileage, lodging and meals). No reimbursement will be made for alcoholic beverages.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending out-of-state banquets, training sessions, or meetings of professional organizations.

## Section 9.05 Expense Reimbursement

### **Relocation and moving**

In unique situations, the City Council may authorize reimbursement for all or a portion of relocation expenses for a new hire selected from outside the Grand Rapids area. The Council will determine the types of relocation expenses and the maximum amount allowable on a case-by-case basis prior to the appointment being made, subject to IRS guidelines.

### **Training**

Employees attending approved courses, trade shows, benchmarking trips or seminars where they have been selected to attend by their Department Head will receive pay for the conference hours scheduled for that day. Tuition will be paid in advance. Mileage and normal business meal expenses will be reimbursed, according to the City's Travel (mileage, lodging, and meals) policy.

### **Travel (mileage, lodging and meals)**

The City shall reimburse employees for reasonable expenses incurred in the performance of their duties as authorized in the department budgets or on a case-by-case basis, according to the City's Travel (mileage, lodging, and meals) policy.

If you are required to travel during the course of your job, mileage you accumulate on your personal vehicle will be reimbursed. A travel expense form should be completed and signed by your Department Head in order to claim such expenses. Reimbursement claims are to be submitted within two (2) weeks of returning from the trip.

Employees shall make every effort to find adequate lodging at reasonable expense.

### **Per Diem Standard**

- Meal reimbursement rates shall be based on the federal per diem rates established by the U.S. General Services Administration (GSA) for applicable travel location. <https://www.gsa.gov/travel/plan-book/per-diem-rates>
- The applicable per diem rate will be the Meals and Incidental Expenses (M&IE) rate in effect at the time of travel.
- Employees are responsible for verifying the applicable federal per diem rate for their travel destination. <https://www.gsa.gov/travel/plan-book/per-diem-rates>

## Meal Reimbursement

1. Employees will be reimbursed for actual meal expenses incurred, not to exceed the applicable federal per diem rate.
2. The City will not reimburse meal expenses that exceed the federal per diem rate for the travel location.
3. If an employee's actual meal expense is less than the maximum per diem rate, reimbursement will be limited to the actual amount spent.
4. Per diem amounts are not provided as a flat allowance unless otherwise authorized; reimbursement is based on actual expenses.
5. Alcoholic beverages are not reimbursable.

## Partial Day Meal Allowances

For partial-day travel, the Meals and Incidental Expenses (M&IE) per diem will be prorated by meal, consistent with federal guidance.

- Eligibility Based on Travel Time
- Eligibility for meal reimbursement is based on the employee's departure from and return to their normal work location or residence, whichever is applicable.
- Breakfast. Employee must depart before 6:00 a.m.
- Lunch. Employee must be in travel status over the normal lunch period (generally between 11:00 a.m. and 1:00 p.m.).
- Dinner. Employee must return after 7:00 p.m.

To qualify for any meal reimbursement, the employee must be in travel status for a minimum of 10 consecutive hours, unless overnight travel is required.

## Overnight Travel

For overnight travel, employees are eligible for meal reimbursement based on the applicable per diem rate, subject to the Meals and Incidental Expenses (M&IE) per diem rate(s) and the guidance listed below.

## Receipts and Documentation for Overnight Travel

Receipts are required to receive the Meals and Incidental Expenses (M&IE) per diem rate(s).

Expenses for meals are reimbursed only under the following guidelines:

1. Breakfast may be claimed only if the employee/elected official is on assignment away from home, in overnight travel status or departs from home on assigned travel before 6:00 AM.
2. Lunch may be claimed if you are in travel and work status away from home.

3. Dinner may not be claimed for reimbursement unless the employee/elected official are in travel status and/or City business caused them to return home after 7:00 PM or to be away from home overnight.
4. Times of departure and return must be indicated for all meal reimbursement requests.
5. There shall be no reimbursement for the costs of any meal where the cost of such meal is included in the lodging, transportation or conference costs.
6. Itemized receipts are required within the Meals and Incidental Expenses (M&IE) per diem rates.
7. The cost of a meal includes tax and a reasonable gratuity (up to 20%) but does not include alcoholic beverages.
8. An employee may choose to attend a meal that is served in conjunction with a conference or seminar but is not included in the registration fee. The employee will be reimbursed per the Meals and Incidental Expenses (M&IE) per diem rates or may choose to have the City pay the cost directly with the registration fee.
9. The City will not reimburse employees for meals connected with trainings or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending out-of-state banquets, training sessions, or meetings of professional organizations.

## Section 20.04 Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to Section 9.05, Expense Reimbursement, Travel (mileage, lodging and meals).

## Section 20.06 Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred per City policy. In no case will City funds be used to pay for, or reimburse, for events sponsored by or affiliated with political parties.

The City will not reimburse employees for meals connected with training or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting. The City will also not reimburse employees for the costs for travel of family members.

Employees who find it necessary to use their private automobiles for City travel and who do not receive a car allowance will be reimbursed at the prevailing mileage rate as established by the City Council, not to exceed the allowable IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to Section 9.05, Expense Reimbursement, Travel (mileage, lodging and meals). No reimbursement will be made for alcoholic beverages.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending out-of-state banquets, training sessions, or meetings of professional organizations.



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving seasonal golf contractors

**PREPARED BY:** Tom Beaudry

---

**BACKGROUND: SEE ATTACHED.**

The golf course is now open. Below are additions to the list of 2026 seasonal contractors for Pokegama Golf Course.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached list of 2026 seasonal contractors at Pokegama Golf Course.

- Jeff Fraizer
- Todd Godfrey
- Mark Stupar
- Carl Nelson
- Steve Sarkela
- Bob Cahill
- Jerrod Stark
- Adam Sadlemeyer
- Roger Anderson
- Judy Taylor
- Joe Pollard
- Dave Johnson



CITY OF  
**GRAND RAPIDS**  
 IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider allowing the Police Department to enter a contract with LETAC USA Policy360 / Procedures360 for the purposes establishing and maintaining Police Policy

**PREPARED BY:** Chief Andy Morgan

### **BACKGROUND:**

Itasca County currently contracts with Central Square Public Safety Suite as the county-wide records management system (RMS). This creates a single system where all in-county law enforcement agencies can create, store, manage and distribute reports. Individual cities could not independently afford to enter into such agreements.

The current RMS system will be discontinued by the provider shortly and ICSO has chosen a new provider.

The new RMS does not have a policy module where GRPD has stored our GRPD Policy Manual. The new RMS does not have a training tracking module either.

Following considerable research, GRPD Leadership is convinced that LETAC USA Policy / Policies360 best meets our needs with providing an agency specific policy / procedure that is constantly and automatically updated based on criminal and civil court decisions, law changes, and nationwide best practices.

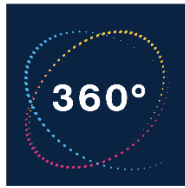
The proposed contract for this service is sizeable at \$13,191. Year one cost is elevated due to a one-time customization / onboarding. This annual cost will be satisfied by GRPD's annual POST Board Training Reimbursement that has a seven-year average of \$19,255.48. Therefore, such subscription would not create a levy increase.

Advancing our policies / procedures support compliance, accountability, and professional excellence within Grand Rapids Police Department.

Attached contract has been reviewed by the City Attorney.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve allowing the Police Department to enter a contract with LETAC USA Policy360 / Procedures360 for the purposes establishing and maintaining Police Policy



**POLICIES360°**  
Smarter Policy. Stronger Protection.

## SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT

This **SOFTWARE AS A SERVICE AND HOSTING SUBSCRIPTION AGREEMENT** (“Agreement”) is effective as of \_\_\_\_\_, 2026 (“Effective Date”) and is made and entered into by and between the Grand Rapids Police Department, a municipal corporation located at 420 N Pokegama Ave, Grand Rapids, MN 55744 (“Subscriber”), and LETAC USA, LLC, a Minnesota corporation, located at 1809 Northwestern Avenue, Stillwater, MN 55082 (“Licensor”). Subscriber and Licensor are referred to individually as a “Party” and collectively as “Parties”.

### RECITALS

- A. Licensor has developed, owns and provides online, subscription-based law enforcement policies as described in Exhibit A (“Policies360”); and
- B. Subscriber desires to license, access and utilize Policies360 as a benefit to its organization; and
- C. The Parties mutually agree Policies360 be made available to Subscriber and its employees under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing express promises and the mutual covenants hereinafter set forth, Subscriber and Licensor hereby agree as follows:

- 1. AGREEMENT; TERM
  - 1.1. Subject to early termination of this Agreement by Subscriber as provided herein, Licensor shall provide the Services for the term of thirty-six (36) months commencing on the Commencement Date.
  - 1.2. Subscriber shall have the option, exercisable at its sole discretion, to extend the term for up to twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement would otherwise expire.
  - 1.3. If Subscriber exercises the option provided in Article 1.2 to extend the term, Subscriber shall have further options, exercised at its sole discretion, to extend the term for up to an additional twenty-four (24) months by giving Licensor notice in writing at least ninety (90) days before the date on which this Agreement, as extended pursuant to Article 1.2, would otherwise expire.

- 1.4. Licensor shall notify Subscriber, at least sixty (60) days prior to the end of the current term, of any proposed increase in the fee for the extension of the term. If such notice is not provided by Licensor at least sixty (60) days prior to the end of the current term, the fees for the extension period cannot be increased.

## 2. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings provided below:

“Authorized Users” shall mean employees, representatives, consultants, contractors, or agents of Subscriber whom Subscriber has authorized to use the Services and to whom Licensor has supplied user identifications and passwords.

“Claims” shall mean any of the following, including any combination thereof: causes of action (*in rem* or *in personam*), assertions, demands, allegations, proceedings, suits, losses, liabilities, fines, penalties, costs, damages, judgments, awards, and expenses, including court costs and attorneys’ fees, and sums paid by way of settlement and compromise.

“Commencement Date” means the date Subscriber first accesses the Systems and begins using the Services.

“Indemnify” shall mean defend, indemnify, and hold harmless; and terms such as “Indemnified”, “Indemnifying”, “Indemnification”, “Indemnity”, “Indemnitor”, and “Indemnitee” shall have appropriately correlative meanings and be construed accordingly.

“Licensor Technology” means all of Licensor’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, documentation, and other tangible or intangible technical material or information) made available to Subscriber by Licensor in providing the Services.

“Personal Data” means any first or last name, physical address, email address telephone number, other information that allows physical or online contacting of an individual, or other identity employment information, employee identification number, biometric identification data, or other individually identifiable information that may be accessible to Licensor because of Subscriber using the Services.

“Services” means the specific edition of Licensor’s Policies360, its online policies, manuals and software application identified in Exhibit A, developed, operated, maintained and hosted by Licensor and made accessible designated website or IP address, and ancillary online or offline products and services provided to Subscriber by Licensor, to which Subscriber is being granted access under this Agreement, including the Licensor Technology and Systems.

“Subscriber Data” means any technology, intellectual property, data, information, or material provided or submitted by Subscriber to the Systems in the course of using the

Services. Subscriber Data shall include Personal Data.

“Systems” means the application software, network servers, hardware, software, and data operations utilized by Licensor for the provision of Services.

### 3. LICENSE GRANT

- 3.1. In consideration of the fees Subscriber shall pay to Licensor as set forth in Exhibit B of this Agreement and the remaining obligations of Subscriber as set forth herein, Licensor grants to Subscriber and Subscriber accepts a nonexclusive non-transferable worldwide license for Subscriber and Authorized Users to access and use the Services set forth in Exhibit A. Subscriber agrees that only Authorized Users shall access and use the Services.

### 4. OWNERSHIP

- 4.1. Licensor transfers no right, title, or interest in and to Licensor Technology or the Systems except as expressly stated in this Agreement, and the same shall remain the sole and exclusive property of the Licensor.
- 4.2. All right, title, and interest in and to the Subscriber Data and results from processing Subscriber Data are and shall remain the property of Subscriber and no right, title, or interest in and to Subscriber Data or the results from processing Subscriber Data shall vest in Licensor.

### 5. HOSTING, SECURITY, PRIVACY, BACKUP, AND SUPPORT

- 5.1. Licensor shall provide a dedicated and secure hosting environment for the Services, which shall include, but not be limited to, all hardware, servers, operating software, network components, database storage, security, technical support, maintenance, backup, and disaster recovery required for Subscriber to use the Services, or otherwise required by this Agreement.

### 6. AVAILABILITY AND MAINTENANCE

- 6.1. The Services shall be accessible to Authorized Users twenty-four (24) hours a day, seven (7) days a week, except for (i) scheduled maintenance and required repairs; and (ii) any interruption due to causes beyond the control of Licensor or which are not reasonably foreseeable by Licensor.
- 6.2. Licensor shall perform maintenance services, updates, or upgrades to ensure continuous availability and operation of the Systems. Licensor shall use commercially reasonable efforts to inform Subscriber of any known or foreseeable disruptions to the availability of the Services.

## 7. USE AND ACCESS

- 7.1. Subscriber shall be responsible for obtaining access to the internet to access and use the Services and complete the implementation and set-up process as set forth in Exhibit A to access the Services.
- 7.2. Subscriber is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Services, and for all acts by Subscriber or anyone authorized by Subscriber to access Subscriber's account that occur in connection with Subscriber's account
- 7.3. Subscriber shall not use the Services or the Licensor Technology for any purpose that is (i) unlawful; or (ii) not specifically agreed to by this Agreement.
- 7.4. Subscriber shall not without the express written consent of Licensor, copy, sell, sublicense, rent, or lease any portion of the Service, including all, updates, training and or revisions to said Services that may be periodically provided to Subscriber.
- 7.5. Except for a violation of Sections 7.3, 7.4 and 7.6 hereof, or Subscriber's failure to timely pay invoices as set forth in Section 8 hereof, Subscriber shall continue to have unrestricted use of the Services in accordance with the terms and conditions of this Agreement during any dispute between Subscriber and Licensor, provided Subscriber is proceeding in good faith to resolve such dispute.
- 7.6. Licensor acknowledges that nothing in this Agreement restricts Subscriber from copying, or reproducing, physical copies of the Services, policies, and manuals identified in Exhibit A, if complying with authorized public data request as required by Minnesota law.
- 7.7. Subscriber may designate Authorized Users, such persons being able to use the Services for the exclusive benefit of Subscriber. Except as set forth hereinabove, Subscriber shall not assign, convey or transfer any interest in and to the Services without the written consent of the Licensor.

## 8. INVOICING, PAYMENT, AND TAXES:

- 8.1. Subscriber pay the fees set forth in Exhibit B. Within thirty (30) days of Subscriber's receipt of an invoice from Licensor, together with all required supporting documentation, Subscriber shall pay, or cause to be paid, the amount of such invoice. Any sum due that is not paid within thirty (30) days of the invoice receipt date shall bear interest from the due date thereof to the date of payment at a rate of interest equal to one- and one-half percent (1 ½ %) per month or the maximum rate permitted by law, whichever is less. Subscriber shall pay all costs of collection, including legal expenses, court costs and attorney fees at any time incurred by Licensor in the collection of any amounts owing by Subscriber to Licensor.

8.2. Licensor may invoice, and Subscriber shall pay to Licensor, such applicable sales, use, excise, or other similar taxes (federal, state, or local) that Licensor is required by law to apply to the fees set forth in Exhibit B. Any such tax amounts shall be clearly and separately stated on Licensor's invoices.

## 9. WARRANTIES

9.1. Performance. Licensor warrants and represents that the Services will perform the functions described in the documentation and specifications provided by Licensor.

9.2. Non-Infringement Warranty. Licensor warrants and represents that when used in accordance with this Agreement, the Services, Systems, and Licensor Technology shall not infringe upon or violate any copyright, patent, trademark, trade secret, or any other proprietary right of any third party.

9.3. Limitations on Warranties. IN CONSIDERATION OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS ARTICLE 9 AND THE ACCESSIBILITY COMMITMENT IN ARTICLE 6, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

9.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9.5. Exclusive Remedies. Subscriber's exclusive remedies and Licensor's entire liability for any breach of the warranties specified in this Article 9, except as expressly provided otherwise in this Agreement, shall be the correction of the breach of warranty and the remedies provided in Article 6. However, if Licensor is unable to effect the correction without undue delay for the circumstances, Subscriber shall be entitled to terminate this Agreement, and the remedies defined in Article 14 shall apply.

## 10. INTELLECTUAL PROPERTY INDEMNITY

10.1. If a Claim of violation of copyright, trade secret, or other intellectual property rights relating to the Services, Systems, or Licensor Technology provided under this Agreement is made against Subscriber, Subscriber shall: (i) promptly notify Licensor; (ii) allow Licensor to control the litigation or settlement of such Claim; and (iii) cooperate with Licensor in the investigation, defense, and/or settlement thereof. Subscriber retain the right to participate at their own cost in any action in which Subscriber is named as a defendant.

- 10.2. Should any portion of the Services or intended use thereof become, or in Licensor's reasonable opinion be likely to become, the subject of a Claim for infringement of a copyright, or other proprietary right, Licensor shall at its option either (i) promptly and diligently modify or replace such portion to make it non-infringing, without degradation to functionality; or (ii) terminate this Agreement and refund fees pursuant to Article 14.3.

## 11. DISCLAIMER

- 11.1 Nothing in this Agreement shall be construed to create an attorney–client relationship between Licensor and Subscriber. Any consultations, discussions, or support provided by Licensor under this Agreement are strictly limited to assisting with the use and implementation of the licensed materials and shall not constitute legal advice. Subscriber is solely responsible for obtaining independent legal counsel regarding compliance with applicable laws, regulations, or legal obligations. Licensor expressly disclaims any responsibility or liability arising from Subscriber's legal, regulatory, or compliance decisions.

## 12. LOSS

- 12.1. LICENSOR SHALL NOT BE LIABLE TO SUBSCRIBER FOR AND SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER OR ANY THIRD-PARTY CLAIM OF LOSS RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH SERVICES, SYSTEMS, POLICIES, OR LICENSOR TECHNOLOGY, OR THIS AGREEMENT. ALL SYSTEMS AND POLICIES SUBJECT TO THIS AGREEMENT WERE PROVIDED FOR SUBSCRIBER'S EXCLUSIVE USE AND ADOPTED AT THE SOLE DISCRETION OF THE SUBSCRIBER.
- 12.2. SUBSCRIBER AGREES TO AND UNDERSTANDS THAT LICENSOR HAS MADE REASONABLE EFFORTS TO COMPLY WITH AND ADHERE TO ALL APPLICABLE STATUTES, OPINIONS, LAWS, AND INDUSTRY STANDARDS IN EFFECT AT THE TIME OF CREATION. SUBSCRIBER SHALL RELEASE AND INDEMNIFY LICENSOR FROM AND AGAINST ANY LOSS SUFFERED BY SUBSCRIBER RESULTING FROM OR ARISING OUT OF OR OCCURRING IN CONNECTION WITH THIS AGREEMENT.

## 14. TERMINATION AND REMEDY

- 14.1. Termination of Agreement for Cause. Licensor and Subscriber each have the right to terminate this Agreement and pursue injunctive relief if the other Party breaches or is in default of any material obligation under this Agreement, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt of written notice of breach or default.

- 14.2. Termination for Convenience. This Agreement may be terminated by either Party at the annual anniversary date of each year of the Subscription Term by written notice to the other Party at least thirty (30) days prior to the anniversary date of the Subscription Term.
- 14.3. Remedy. In the event Subscriber terminates this Agreement pursuant to Article 14.1 or Article 14.2 Licensor shall return to Subscriber any prepaid payments it received for the terminated portion of the Agreement.
- 14.4. Subscriber Data. Upon termination or expiration of this Agreement, Licensor shall remove from its servers and return to Subscriber all Subscriber Data or provide Subscriber access for a reasonable period (but, in any event, no more than 180 days) after termination or expiration in order to gather and facilitate a transfer of all Subscriber Data. Notwithstanding the foregoing, Licensor shall be permitted to retain one archival copy of the Subscriber Data, and Licensor shall represent to Subscriber that the same is retained for archival purposes only and any possible litigation arising thereunder, and for no other purpose.

## 15. GOVERNING LAW

- 15.1. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, EXCEPT FOR ANY RULE OF LAW OF THE STATE OF MINNESOTA, WHICH WOULD MAKE THE LAW OF ANY OTHER JURISDICTION APPLICABLE.
- 15.2. The Parties specifically agree that, if any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said statute or case law. NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS CONTRAVENING THE EXPRESS INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF MINNESOTA SHALL APPLY IN ALL RESPECTS, UNLESS AND EXCEPT TO THE EXTENT THAT THE PARTIES MAY REFERENCE AND REQUEST APPLICATION OF A LAW, STATUTE, OR RULE OF ANOTHER JURISDICTION OR GOVERNMENTAL BODY IN A SPECIFIC PROVISION OF THIS AGREEMENT.

## 16. DISPUTE RESOLUTION

- 16.1. All actions and proceedings arising out of or related, in whole or in part, to this Agreement shall lie exclusively in the state courts of Washington County, Minnesota. Both Parties hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waive the defenses of lack of personal jurisdiction or any inconvenient forum to the maintenance of any such action or proceeding.

## 17. DATA AND CONFIDENTIAL INFORMATION

- 17.1. During the term of this Agreement, the Parties may provide information to each other or come into possession of information which is considered confidential (“Confidential Information”). Confidential Information shall include Subscriber Data, Licensor Technology, and information which is marked as “confidential” or “proprietary” or would reasonably be assumed to be confidential based on its content or the context surrounding its disclosure.
- 17.2. Licensor specifically agrees that all Subscriber Data (including Personal Data) is and shall always remain the exclusive property of Subscriber, and Licensor shall not access, download, or make use of the Subscriber Data for any reason other than for the purposes of providing the Services or as otherwise required by applicable law.
- 17.3. Upon expiration or termination of this Agreement, and as directed by the disclosing Party, each Party will promptly (i) return to the other Party all the Confidential Information of the other Party; or (ii) erase and destroy all copies of the Confidential Information of the other Party in its possession and certify destruction of the same.

## 18. ACCESS TO SUBSCRIBER’S SYSTEMS AND NETWORKS

- 18.1. Subscriber shall determine the portions of Subscriber’s System and/or Network to which the Accessing Parties will have access and will designate such portions of the System and Network in writing. No Accessing Party shall access or attempt to access any portion of Subscriber’s System or Network except as expressly permitted hereunder.
- 18.2. SUBSCRIBER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH RESPECT TO SUBSCRIBER’S SYSTEM AND NETWORK.

## 19. ASSIGNMENT

- 19.1 Licensor may freely assign, transfer, and novate this Agreement without any obligation to obtain the prior written consent of Subscriber. Subscriber shall not assign, transfer, or novate this Agreement, in whole or in part, without the prior written consent of Licensor. Any assignment in violation of this Article 19.1 shall be null and void.

## 20. GENERAL

- 20.1 Headings. The captions and headings used in this Agreement are for convenience only and shall not be used for purposes of construction or interpretation.

- 20.2 **Non-Waiver.** No waiver by either Party of any one or more defaults by the other Party in performance of this Agreement shall operate or be construed as a waiver of any future default or defaults by the same Party, whether of a like or a different character.
  
- 20.3 **Amendment.** No change to any term or provision hereof shall be effective unless stated in writing and signed by the duly authorized representatives of both Parties.
  
- 20.4 **Right to Defend.** Each Party shall notify the other immediately upon the commencement of any action brought and the outcome of which may affect the rights of the other Party herein granted, and such other Party shall have the right at its own expense to appear in and defend such actions.
  
- 20.5 **Severability.** It is intended that if any provision of this Agreement is determined to be unenforceable or void for any reason, such provision shall be adjusted, if possible, to achieve the intent of the Parties. In any event, all other provisions of this Agreement shall be deemed valid, binding, and enforceable.
  
- 20.6 **Legal Representation and Language Construction.** Each Party has had the opportunity to be represented by counsel in connection with the drafting and negotiation of this Agreement, and the Parties agree that this Agreement and the terms hereof shall not be construed more severely against one of the Parties than the other. Specifically, but not by limitation, the Parties agree that no term of this Agreement shall be construed more severely against the Party deemed to be the drafter of such term than against the other Party.
  
- 20.7 **Entire Agreement.** This Agreement reflects the entire agreement between the Parties with respect to its subject matter. All other oral or written agreements, contracts, understandings, conditions, warranties, or representations with respect to the subject matter of this Agreement are superseded by this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

**CITY OF GRAND RAPIDS**

**LETAC USA, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: Imran S. Ali

Title: \_\_\_\_\_

Title: President and CEO, LETAC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

1. GENERAL:

**1.1 POLICIES360**

Licensors will provide Policies360 Law Enforcement Policies and a hosted platform for Policies360 Law Enforcement Policies Software. The platform provides Subscriber the ability to receive law enforcement policies and provides a platform to deliver, access, manage, audit and report on Policies360 Law Enforcement Policies.

**1.2 PROCEDURES360**

Licensors will provide Procedures360, a hosted platform which provides Subscriber the ability to organize, deliver, access, manage, audit and report on Subscriber’s law enforcement procedures provided by Subscriber.

2. SUMMARY OF SERVICES:

**2.1 POLICIES360**

Policies360 is a web-based Law Enforcement Policy management system created to increase understanding, access, retention, proficiency, and efficiency in locating and understanding Law Enforcement Policies by eliminating unnecessary processes and providing enhanced targeted knowledge management systems. All policy storage, retrieval, updating, auditing, reporting and proprietary knowledge management systems are performed online.

Policies360 is used by law enforcement agencies to protect the public, officers and municipalities from unnecessary risk and harm by providing comprehensive policies and intuitive knowledge management systems to promote public safety.

**2.2 PROCEDURES360**

Procedures360 is a web-based Law Enforcement Procedure management system created to separate procedures from policy to increase understanding, access, retention, proficiency, and efficiency in locating and understanding of Subscriber’s Law Enforcement Procedures. Subscriber created Law Enforcement Procedures are hosted in an online platform providing retrieval, updating, auditing, and reporting through a proprietary knowledge management system.

**Policies360** include the following:

- Complete and comprehensive Law Enforcement Policy Manual
- Online access to Policies 24/7
- Integrated intuitive Knowledge Management System
- Policy update notifications
- Compliance and reporting
- Support for locations and users
- Web-based application access
- Setup, credentialling and configuration
- Telephone support, upgrades and maintenance
- Current auditing and reporting
- Fully redundant and secure data center
- Policy Monitoring

**Procedures360** include the following:

- Online access to Subscriber created procedures 24/7
- Integrated intuitive Knowledge Management System
- Procedure update notifications
- Compliance and reporting
- Support for locations and users
- Web-based application access
- Setup, credentialling and configuration
- Telephone support, upgrades and maintenance
- Current auditing and reporting
- Fully redundant and secure data center

**EXHIBIT B  
FEES**

SUMMARY OF FEES

Based on 21 FTE/PTE Officers

|   |             |
|---|-------------|
| <b>Policies360</b>  |             |
| 2026 Policies360 Onboarding, Included Customization and Annual Management | \$10,675.00 |
| 2027 Policies360 Annual Management  | \$8,006.00  |
| 2028 Policies360 Annual Management  | \$8,407.00  |

|                      |            |
|----------------------|------------|
| <b>Procedures360</b> |            |
| 2026 Procedures      | \$2,516.00 |
| 2027 Procedures      | \$2,642.00 |
| 2028 Procedures      | \$2,774.00 |

Contract pricing is based on the number of officers at the effective date of the agreement for the term of the agreement and adjusted for the number of officers prior to the effective date of any subsequent extension period.



## **10 Reasons for Policies360**

### **1. Policies are written to the Minnesota accreditation standards – minimal customization needed, less time required for review.**

Policies360 content is developed to align directly with the Minnesota Law Enforcement Accreditation Program (MNLEAP) standards. This ensures that the structure, content, and language already meet accreditation expectations, significantly reducing the time your staff must spend reviewing and customizing documents.

### **2. Policies are written specifically for Minnesota law enforcement.**

These policies are crafted around the legal, operational, and statutory responsibilities unique to Minnesota law enforcement. This Minnesota specific focus ensures your policies accurately reflect the daily realities and expectations of a police department in this state.

### **3. The policies are not “nationwide best practices.”**

Policies360 deliberately avoids the generic, nationwide “best practices” model that often fails to account for local law enforcement duties. Instead, these policies are written based on Minnesota law, practice, and precedent, providing a framework that is relevant, defensible, and immediately applicable to your agency’s operations.

### **4. The Policies360 mobile app.**

Policies360 app delivers a level of accessibility and ease of use that is unique in the industry. The app places every policy directly in the palm of each officer’s hand. Officers can quickly search, reference, and confirm policy expectations in real time, reducing uncertainty and improving decision-making. This immediate access ensures personnel stay informed, consistent, and confident, all through a platform designed specifically for the needs of today’s law enforcement environment.

### **5. Policies do not contain overly prescriptive language.**

Each policy is written to provide clear guidance without restricting professional discretion. This balance allows officers and supervisors to make sound decisions within the policy’s intent while avoiding rigid or overly detailed directives that can hinder field effectiveness or create unnecessary liability.

### **6. Policies do not include training language or Standard Operating Procedure (SOP) content.**

Policies360 maintains a clear separation between policy and procedure. Policy defines the standard and expectations; procedure or training outlines how tasks are carried out. By keeping these distinct, policies remain clean, durable, and easier to update, while operational or training details can change as needed.

### **7. Policies are written in plain, easily understood language.**

Policies360 emphasizes clarity and readability. Each policy is written in straightforward, plain English so that every member of your agency from new officer to senior supervisor can understand expectations without confusion. Clear communication supports compliance and strengthens accountability across the organization.

### **8. Policies are concise and focused.**

Rather than lengthy, repetitive documents, Policies360 delivers policies that are concise and to the point. Each one addresses the essential requirements for legal compliance and accreditation while removing unnecessary language or duplication, making them easier to read, train, and implement.

### **9. Direct access to a dedicated attorney and LETAC support.**

Participating Minnesota law enforcement will have access to a designated attorney familiar with Minnesota statutes and law enforcement operations, ensuring state-specific legal understanding. Additionally, LETAC staff are available for direct consultation no call centers or delays. When you reach out, you will get a direct and timely response, “we will answer the phone.”

### **10. Policies are attorney-written and vetted by law enforcement professionals.**

Every policy has undergone comprehensive legal research and review by practicing attorneys, followed by vetting from experienced law enforcement professionals. This dual review process ensures that each policy is both legally defensible and operationally realistic, reflecting current Minnesota law and proven law enforcement practice.



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider adopting a resolution approving updated City-wide fee schedule

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

The City of Grand Rapids periodically reviews fee schedules and updates as necessary. City staff has completed this review and adjusted fees listed for City Wide. The updated fee schedule is attached as Exhibit A to the resolution.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution approving updated City-wide fee schedule.

**EXHIBIT A**

**DEPARTMENTAL FEE SCHEDULE FOR CITY SERVICES**

Item 18.

Effective Date: ~~9-8-255-11-26~~

|   |  |
|---|--|
| <b>CITY WIDE FEES</b>                                       |  |
| Photo copy – material provided by the person making request | \$1.00 1 <sup>st</sup> page - .10 cents each additional page   |
| Data Charges: Hourly Rate (charged by ¼ hour)               | \$20.00  |
| 911 Call Transcript   | \$25.00/hour   |
| Physical Copies - up to 100 pages                           | \$0.25/page  |
| Physical Copies - 101 pages or more                         | \$0.10/page  |
| CD/DVD  | \$5.00/disk  |
| Notary Service  | \$1.00   |
| Certification Service                                       | \$5.00/instance  |
| 3.5" x 5" Photo Prints                                      | \$10.00 base plus \$0.25/photo   |
| 8" x 12" Photo Prints                                       | \$10.00 base plus \$0.25/photo   |
| <b>ADMINISTRATION</b>                                       |  |
| Amusements (theatre)  | \$75.00 per screen per year  |
| Circus  | \$75.00 event  |
| Fortune Telling   | \$35.00 per day  |
| Rollerskating License                                       | \$200.00 per year  |
| <b>Intoxicating Liquor</b>                                  |  |
| <b>Private On-Sale</b>                                      |  |
| Annual License Fee  | \$2,500.00   |
| Annual On-Sale Wine   | \$550.00   |
| Sunday On-Sale  | \$200.00   |
| Limited Season On-Sale                                      | \$100.00 For licensees with service of less than thirty (30) days in a seasonal period less than six (6) months in duration. |
| <b>Club On-Sale</b>   |  |
| Club with under 200 members                                 | \$300.00   |
| 201- 500 members  | \$500.00   |
| 501- 1,000 members  | \$650.00   |
| 1,001 – 2,000 members                                       | \$800.00   |
| More than 2,000   | \$1,000.00   |
| Sunday On-Sale  | \$150.00   |
| Private Off-Sale  | \$150.00   |
| Temporary On-Sale   | \$20.00  |
| <b>Convention Facilities Transfer On-Sale</b>               |  |
| City issued on-sale license                                 | \$25.00  |

|  |   |          |
|--|---|----------|
| Adjacent municipality  | \$100.00  | Item 18. |
| <b>Non-intoxicating malt liquor 3.2</b>                                |   |          |
| Annual on-sale   | \$275.00  |          |
| Annual off-sale  | \$100.00  |          |
| Temporary on-sale  | \$25.00   |          |
| <b>Brewer Taprooms/Brewpubs</b>  |   |          |
| Taproom/Brewpub Annual On-Sale   | \$350.00 includes Sunday sales  |          |
| Brewer Annual Off-sale (Growlers)                                      | \$200.00  |          |
| Synthetic Drug Establishments  | \$600.00 annually   |          |
| Sidewalk Café  | \$25.00   |          |
| Taxicabs   | \$25.00 each vehicle  |          |
| Fireworks  | 350.00 – tents, etc.)<br>100.00 – retail buildings (in store)                   |          |
| Peddlers, Solicitors and Transient Merchant<br>(Resolution No. 06-110) | \$150.00 per year   |          |
| Permit to keep Chickens  | \$20.00 per year  |          |
| <b>Cannabis Retail Registration</b>                                    |   |          |
| Initial Registration   | \$500.00  |          |
| Renewal Registration   | \$1,000.00 (starting with second annual renewal)                                |          |
| Registration Violation   | \$2,000.00 (operating without proper City registration)                         |          |
| <b>AIRPORT</b>   |   |          |
| Landing Fees   | \$1.00 per 1,000 lbs  |          |
| <b>CENTRAL SCHOOL BUILDING</b>   |   |          |
| <b>Monthly Rental Fees</b>   |   |          |
| Garden Level   | \$Varies by Suite   |          |
| 1 <sup>st</sup> Floor  | \$12.31 *   |          |
| 2 <sup>nd</sup> Floor  | \$11.88 *   |          |
| <b>CIVIC CENTER</b>  |   |          |
| Icetime  | <del>\$154173.00</del> /per hour  |          |
|  | \$75.00 per hour – Miner’s Pavilion (non-GRAHA)                                 |          |
| Dryfloor space Venue   | East <u>or West</u> \$700.00 per day – <u>small</u> receptions/parties          |          |
|  | \$1,300.00 per day – <u>trade shows</u> /commercial                             |          |
|  | <del>\$1,8502,000.00</del> – <u>Wedding-large R</u> receptions/ <u>banquets</u> |          |
|  | <del>West Venue \$600.00 per day</del> – <u>receptions/parties</u>              |          |
|  | <del>\$1,200.00 per day</del> – <u>commercial</u>                               |          |

|                                |         |   |          |
|--------------------------------|---------|---|----------|
| Pavilion                       | Miner's | \$20.00 per hour – sports   | Item 18. |
|                                |         | <del>\$100</del> 150.00 half day event  |          |
|                                |         | <del>\$200</del> 300.00 full day event  |          |
| Lobby space                    |         | \$30.00 per hour (minimum 2 hours)  |          |
| <u>Conference Room</u>         |         | <u>\$400.00 Entire Room – Full Day</u>  |          |
|                                |         | <u>\$250.00 Entire Room – Half Day</u>  |          |
|                                |         | <u>\$250.00 Half Room – Full Day</u>  |          |
|                                |         | <u>\$150.00 Half Room – Half Day</u>  |          |
| Tables                         |         | \$ <del>9</del> 10.00 each  |          |
| Chairs                         |         | \$1.00 each   |          |
| Linens                         |         | TBD   |          |
| Staging                        |         | \$20.00 per 4' x 8' section   |          |
| Skate Sharpening               |         | \$5.00  |          |
| Public Skating                 |         | \$2.00 children & seniors, \$3.00 adults  |          |
| Open Hockey                    |         | \$7.00  |          |
| Wall Advertising               |         | \$600.00 per year   |          |
| In-Ice Advertising             |         | \$1,250.00 per year   |          |
| Resurfacers Advertising        |         | \$300 - \$1,500.00 per year   |          |
| Dasher Advertising             |         | \$800.00 per year for 1, \$1,200.00 per year for 2  |          |
| Scoreboard Advertising         |         | \$700.00 per year   |          |
| Banner Advertising             |         | \$750.00 per year   |          |
| Wall Sign & 1 Dasher           |         | \$1,200.00 per year   |          |
| Wall Sign & 2 Dashers          |         | \$1,600.00 per year   |          |
| <b>COMMUNITY DEVELOPMENT</b>   |         |   |          |
| Building Permits               |         |   |          |
| \$1.00 - \$500.00              |         | \$23.50 *   |          |
| \$501.00 - \$2,000.00          |         | \$23.75 * for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00              |          |
| \$2,001.00 - \$25,000.00       |         | \$70.00 * for the first \$2,000.00 plus \$14.20* for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00       |          |
| \$25,001.00 to \$50,000.00     |         | \$391.65* for the first \$25,000.00 plus \$10.20* for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00      |          |
| \$50,001.00 to 4100,000.00     |         | \$650.20* for the first \$50,000.00 plus \$7.10* for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00      |          |
| \$100,001.00 to \$500,000.00   |         | \$1,003.70* for the first \$100,000.00 plus \$5.66* for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00   |          |
| \$500,001.00 to \$1,000,000.00 |         | \$3,266.10* for the first \$500,000.00 plus \$4.80* for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00 | 187      |

|   |   |                       |                            |                  |          |
|---|---|-----------------------|----------------------------|------------------|----------|
| \$1,000,001.00 and up   | \$5,664.85* for the first \$1,000,000.00 plus \$3.18* for additional \$1,000.00 or fraction thereof   |                       |                            |                  | Item 18. |
|   | Projects valued at greater than \$5,000,000.00 the City may, at its own discretion, negotiate this component of the building permit fee with the project owner/developer. |                       |                            |                  |          |
| Annual building Permit (as per MN Rule 1300.0120, Subparts 2 and 3)             | \$505.00*   |                       |                            |                  |          |
| Plan Review Fee   | 65% of the Permit fee   |                       |                            |                  |          |
| Plan Review Fee (Similar Plans)   | 25% of the Permit fee   |                       |                            |                  |          |
| State Surcharge   | (As per MN Statute 16B.70)  |                       |                            |                  |          |
| <b>Other Inspections and Fees:</b>  |   |                       |                            |                  |          |
| 1. Outside of normal business hours   | \$55.55/hour*   |                       |                            |                  |          |
| 2. Re-inspection fees   | \$55.55/hour*   |                       |                            |                  |          |
| 3. Inspections for which no fee is specifically indicated                       | \$55.55/hour*   |                       |                            |                  |          |
| 4. Additional plan review required by changes, additions, or revisions to plans | \$55.55/hour*   |                       |                            |                  |          |
| 5. Investigation Fee  | \$55.55/hour*   |                       |                            |                  |          |
| 6. Work commencing without building permit.                                     | Investigative Fee/Double building permit fee. (as per MN Rule 1300.0160, Subpart 8).  |                       |                            |                  |          |
| 7. For use of outside consultants for plan checking and inspections or both.    | Actual costs, including administrative and overhead   |                       |                            |                  |          |
| 8. Investigating and resolving Property Maintenance Code violations             | \$55.55/hour*   |                       |                            |                  |          |
| <b>Flat fees for small Residential projects</b>                                 | <b>Base Permit Fee</b>  | <b>Plan Check Fee</b> | <b>State Surcharge Fee</b> | <b>Total Fee</b> |          |
| Re-roofing  | \$60.00   |                       | \$1.00                     | \$61.00          |          |
| Garage Door   | \$40.00   |                       | \$1.00                     | \$41.00          |          |
| Siding Replacement  | \$60.00   |                       | \$1.00                     | \$61.00          |          |
| All Regulated Signs-requiring structural review.                                | \$57.88   | \$37.62               | \$1.00                     | \$96.50          |          |
| Detached Steps/Deck over 30" high (non-enclosed)                                | \$40.30   | \$26.20               | \$1.00                     | \$67.50          |          |
| Attached Steps/Deck (non-enclosed)  | \$79.70   | \$51.80               | \$1.00                     | \$132.50         |          |
| Covered porch (non-enclosed)  | \$113.03  | \$73.47               | \$1.00                     | \$186.50         |          |
| Fence over 6 feet in height   | \$57.88   | \$37.62               | \$1.00                     | \$96.50          |          |
| Retaining Wall -Over 4 feet in height   | \$57.88   | \$37.62               | \$1.00                     | \$67.50          |          |
| Egress Windows (new)  | \$40.30   | \$26.20               | \$1.00                     | \$67.50          |          |
| Residential Window replacement  | \$60.00   |                       | \$1.00                     | \$61.00          |          |
| Furnace-Replacement   | \$40.30   | \$26.20               | \$1.00                     | \$67.50          |          |
| Water Heater/Softener   | \$40.30   | \$26.20               | \$1.00                     | \$67.50          |          |
| Replace sink, toilet, faucet, tub (minor repairs)                               | \$14.50   |                       | \$1.00                     | \$15.50          |          |

|  |  |         |        |          |
|--|--|---------|--------|----------|
| Residential & Commercial Demolitions   | \$40.00*   |         | \$1.00 | Item 18. |
| Fireplaces -& free standing stoves<br>(Gas or Wood)  | \$54.85*   | \$35.65 | \$1.00 | \$91.50  |
| Emergency Number Sign  | \$75.00 each   |         |        |          |
| Comprehensive Plan   | \$15.15* each  |         |        |          |
| Comprehensive Plan Appendix  | \$25.25* each  |         |        |          |
| Zoning Letter  | \$35.35* each  |         |        |          |
| Zoning Map   | \$15.15*each   |         |        |          |
| Zoning Ordinance   | \$30.30* each  |         |        |          |
| Subdivision Ordinance  | \$5.05* each   |         |        |          |
| Zoning Permit (Residential)  | \$55.55*   |         |        |          |
| Zoning Permit (Commercial)   | \$65.65*/hour (actual cost)  |         |        |          |
| Fill Permit  | \$75.75*   |         |        |          |
| Sign permit (for signs not requiring<br>structural review)   | \$55.55*   |         |        |          |
| Conditional Use Permit   | \$505.00*  |         |        |          |
| Conditional Use Permit-General Sales<br>and Service with a building footprint<br>greater than 70,000 s.f. (Res. 07-35) | Total Actual Cost Incurred by the City (\$3,500 deposit<br>required via escrow agreement)  |         |        |          |
| Environmental Assessment<br>Worksheet preparation, review and<br>processing  | Total Actual Cost Incurred by the City<br>(\$10,000 deposit required via escrow agreement) |         |        |          |
| Subdivision  | \$2,525.00*  |         |        |          |
| Minor Subdivision (Res: 13-71)   | \$1,200.00   |         |        |          |
| Payment in Lieu of Commercial Land<br>Dedication   | \$135.00 per Worker  |         |        |          |
| Planned Unit Development   | \$2,525.00*  |         |        |          |
| Rezoning or zoning Text Amendment  | \$505.00*  |         |        |          |
| Variance   | \$252.50*  |         |        |          |
| Right-of-Way/Easement  | \$505.00*  |         |        |          |

|   |   |   |
|---|---|---|
| <b>Rental Permit Fees (Annually)</b>  |   |   |
| 1 unit residential  | \$100.00  |   |
| Duplex residential (2 units)  | \$150.00  |   |
| <b>Multi-Unit Residential Buildings</b>   |   |   |
| 3 – 6 units   | \$200.00/building   |   |
| 7 – 10 units  | \$300.00/building   |   |
| 11 – 12 units   | \$360.00/building   |   |
| 13 – 24 units   | \$500.00/building   |   |
| 25 units & up   | \$700.00/building   |   |
| <b>Other fees charged when incurred:</b>  |   |   |
| Re-inspection fee for 3 <sup>rd</sup> and each additional inspection require for compliance | \$100.00/each   |   |
| Complaint-based inspection (with validated violation)                                       | \$100.00/each   |   |
| Late Rental Registration Penalty  | \$100.00/each   |   |
| Reinstatement Fee of Suspended Rental License   | \$500.00/each   |   |
| First-time Rental Registration Fee (Rental Initiation Fee)                                  | \$400.00/each   | <i>Not including first year registration.</i> |
| Failure to Transfer Ownership of Penalty  | \$100.00/each   |   |
| Operating without a License Penalty   | \$500.00/each   |   |
| Appeal (Rate applies to each structure involved in the appeal.)                             | \$200.00/each   |   |
| Failure to Designate a Local Manager  | \$100.00/each   |   |
|   |   |   |
| <b>ENGINEERING DEPARTMENT</b>   |   |   |
| <b>Electrical Franchise Fee</b>   | Amount per Account per Month                                |   |
| Customer Classification   | <b>2025</b>   | <b>2026</b>                                   |
| Residential   | \$ 1.25   | \$ 2.50                                       |
| Commercial/Industrial (all customers)   | 2.50%   | 5.00%   |
| Maximum amount per month  | \$2,000.00  | \$4,000.00                                    |
| Right of Way Improvement permit   | \$50.00   |   |
| After-the-Fact ROW Permit   | Two times original permit fee                               |   |
| Bench Pad   | \$900.00  |   |
| <b>Small Wireless Facility Fees</b>   |   |   |
| Permit Application Fee  | \$1,000.00/unit (new structure); \$500 (existing structure) |   |
| Co-location Rent  | \$175.00 per year per site                                  |   |
| Monthly Fee for Electrical Service per radio node less than or equal to 100 max watts       | \$73.00 per radio node                                      |   |
| Monthly Fee for Electrical Service per radio node over 100 max watts                        | \$182.00 per radio node                                     |   |

|   |  |                |                |  |
|---|--|----------------|----------------|--|
| <b>Stormwater Permit Application</b>                                  |  |                |                |  |
| Residential   | \$25.00  |                |                |  |
| Commercial/Industrial (0 ac – 1 ac)                                   | \$100.00                                       |                |                |  |
| Commercial/Industrial (1 ac – 3+ ac)                                  | \$175.00                                       |                |                |  |
| Commercial/Industrial (3+ ac)   | \$300.00                                       |                |                |  |
| <b>Stormwater Pollution Prevention Deposit</b>                        |  |                |                |  |
| Residential   | \$500.00                                       |                |                |  |
| Commercial/Industrial   | \$1,000.00/\$100,000 or project cost           |                |                |  |
| <b>Stormwater Utility Rates</b>                                       | As of 5/1/2024                                 | As of 1/1/2025 | As of 1/1/2026 |  |
| Single-Family   | \$9.25   | \$9.75         | \$10.25        |  |
| Multi-Family  | \$33.82  | \$35.64        | \$37.46        |  |
| Commercial  | \$51.78  | \$54.58        | \$57.38        |  |
| Industrial  | \$51.78  | \$54.58        | \$57.38        |  |
| Institutional   | \$45.92  | \$48.41        | \$50.89        |  |
| City Map  | \$10.00  |                |                |  |
| <b>Prints:</b>  |  |                |                |  |
| 24/24   | \$3.50 each                                    |                |                |  |
| 24/36   | \$5.00 each                                    |                |                |  |
| 36x48   | \$10.00  |                |                |  |
| Aerials contours (hard copies)  | \$40.00 first copy - \$5.00 additional copy of | same           |                |  |
| Aerial electronic photos (1 photo 160 acres)                          | \$150.00                                       |                |                |  |
| Aerial prints 8 ½ x 11 with property and utility                      | \$10.00 per parcel                             |                |                |  |
| GIS Technician  | \$32.47/Hour                                   |                |                |  |
| <b>FINANCE DEPARTMENT</b>   |  |                |                |  |
| Assessment Certificates   | \$15.00  |                |                |  |
| Fax   | \$2.00 first page (10¢ each additional page)   |                |                |  |
| Worthless Check   | \$30.00  |                |                |  |
| <b>FIRE DEPARTMENT</b>  |  |                |                |  |
| Fire report   | See City wide fees relative to photo copies    |                |                |  |
| Itasca Cty false alarm ordinance – 4 <sup>th</sup> false alarm and up | \$500.00                                       |                |                |  |
| Yearly Day Care/Foster Care   | \$50.00  |                |                |  |
| Inspection fees   | \$50.00  |                |                |  |

|   |                                    |
|---|------------------------------------|
| <b>Inspection Fees:</b>   |                                    |
| First Fire Inspection   | .00                                |
| Second Inspection only if violation isn't fixed or substantial progress is not made on violations | \$125.00                           |
| Each additional inspection  | \$100.00 increments up to \$500.00 |
| Complaint based inspections (considered a first inspection)                                       | .00                                |
| Requested fire inspection   | \$50.00/hour (\$50.00 minimum)     |
| <b>Storage of Flammable Liquids:</b>  |                                    |
| Bulk storage of flammable liquids   | \$150.00/year                      |
| Bulk storage of liquefied petroleum (LP)  | \$150.00/year                      |
| Each station dispensing liquefied petroleum (LP)  | \$50.00/year                       |
| Above or underground fuel tank installation   | \$50.00                            |
| Underground tank removal  | \$435.00                           |
| <b>Hotel Inspection Fees:</b>   |                                    |
| Base fire inspection fee (includes one follow-up inspection)                                      | \$6.00/room                        |
| • Up to 35 rooms  | \$7.00/room                        |
| • 36 to 100 rooms   | \$8.00/room                        |
| • 101 or more rooms   | \$225.00                           |
| Follow-up inspection fee (if more than one)   |                                    |

| <b>ITASCA CALVARY CEMETERY</b>               |                 |                     |
|--|-----------------|---------------------|
| <b>Standard Grave</b>                        | <b>Resident</b> | <b>Non-Resident</b> |
| <b>Grave Site Purchase</b>                   | \$350.00        | \$600.00            |
| <b>Casket Burial</b>                         |                 |                     |
| Interment/Grave Excavation                   | \$600.00        | \$600.00            |
| Interment/Grave (after hours & Saturdays)    | \$900.00        | \$900.00            |
| Interment (holidays & Sundays)               | \$1,250.00      | \$1,250.00          |
| Disinterment                                 | \$1,500.00      | \$1,500.00          |
| Re-Interment                                 | \$600.00        | \$600.00            |
| <b>Cremains Burial</b>                       |                 |                     |
| Interment                                    | \$150.00        | \$150.00            |
| Interment (after hours, weekends, holidays)  | \$250.00        | \$250.00            |
| Disinterment                                 | \$200.00        | \$200.00            |
| <b>Infant Grave</b>                          |                 |                     |
| ¼ Grave Site Purchase                        | \$190.00        | \$310.00            |
| Interment                                    | \$170.00        | \$170.00            |
| Interment (after hours, weekends & holidays) | \$270.00        | \$270.00            |
| Disinterment                                 | \$350.00        | \$350.00            |
|  |                 |                     |

|  |   |               |
|--|---|---------------|
| <b>Stone Setting Fee</b>                           |   | Item 18.      |
| Single   | \$75.00   | \$75.00       |
| Double   | \$100.00  | \$100.00      |
| <b>Forms</b>                                       | <b>Single</b>   | <b>Double</b> |
| 2" Border  | \$100.00  | \$150.00      |
| 4" Border  | \$150.00  | \$200.00      |
| <b>Military</b>                                    | VA Designates price   |               |
| <b>Columbarium</b>                                 |   |               |
| Upper Niche 12" x 12"                              | \$2,400.00  |               |
| Upper Niche 8" x 8"                                | \$1,200.00  |               |
| Lower Niche 12" x 12"                              | \$2,000.00  |               |
| Lower Niche 8" x 8"                                | \$1,000.00  |               |
| Niche Opening                                      | \$125.00  |               |
| Bronze Metal Urn Box                               | \$125.00  |               |
|  |   |               |
| <b>PARKS AND RECREATION</b>                        |   |               |
| User Fees (softball, baseball & soccer leagues)    | \$ <del>40</del> 15.00 per player   |               |
| Veteran's Park Pavilions                           | \$25.00 per day per pavilion (no fee for non-profit)  |               |
| <u>Field Fees for Adult Softball</u>               | <u>\$350.00 per team</u>  |               |
|  |   |               |
| <b>POLICE DEPARTMENT</b>                           |   |               |
| Pound Fee  | \$10.00/day   |               |
| <b>Disposal of Animals:</b>                        |   |               |
| Dog  | 100% Vet Charges  |               |
| Cat  | 100% Vet Charges  |               |
| Vehicle Tow Fees                                   | Rate charged by towing company to City  |               |
| Funeral Escort                                     | \$50.00   |               |
| CBD Parking Permits                                | \$25.00 annually  |               |
| Golf Cart Permit Fee                               | \$25.00 annually  |               |
| False Alarm  | N/C 1 <sup>st</sup> through 3 <sup>rd</sup> false alarm<br>\$50.00 4 <sup>th</sup> false alarm<br>\$75.00 5 <sup>th</sup> false alarm<br>\$100.00 6 <sup>th</sup> false alarm<br>\$125.00 7 <sup>th</sup> false alarm<br>\$150.00 8 <sup>th</sup> false alarm<br>\$175.00 9 <sup>th</sup> false alarm<br>\$500.00 10 <sup>th</sup> false alarm<br>\$500.00 all calls after 10 <sup>th</sup> |               |
| <b>POLICE ADMINISTRATIVE PENALTIES</b>             |   |               |
| Alcohol – Consuming Alcohol in unauthorized places | \$60.00   |               |
| Animals:   |   |               |

|  |          |
|--|----------|
| Vicious animal   | \$60.00  |
| All other animal violations  | \$25.00  |
| Registration of a Dangerous Dog  | \$500.00 |
| Blight/Weeds/Overgrowth  | \$60.00  |
| <b>Fireworks:</b>  |          |
| Illegal Use, Possession  | \$60.00  |
| <b>Miscellaneous:</b>  |          |
| Burning of Leaves  | \$60.00  |
| Burning Prohibited Materials   | \$60.00  |
| Curfew   | \$25.00  |
| Failure to apply for license   | \$100.00 |
| Golf cart and all terrain vehicle violations   | \$60.00  |
| Illegal Dumping  | \$50.00  |
| Illegal Deposit of Snow/Debris in Streets  | \$50.00  |
| Loitering in Possession of Open Bottle   |          |
| Noise complaints   | \$60.00  |
| Noise complaints second violation in 12 months   | \$100.00 |
| Park ordinance violations  | \$25.00  |
| Public nuisance<br>*General<br>*Public Health<br>*Noise Complaint 10pm to 6:30am<br>*Loud Music–Disturbing the Peace | \$60.00  |

|  |  |
|--|--|
| Public Use of Cannabis Violation   | \$60.00  |
| Snowmobile Violations  | \$60.00  |
| Skateboard violations  | \$60.00  |
| Trespassing  | \$50.00  |
| Display for sale vehicles (Ord. 23.7-D1)   | \$60.00  |
| <b>Parking:</b>  |  |
| Fire Lane  | \$50.00  |
| Blocking Fire Hydrant  | \$50.00  |
| Failure to pay all parking fines after 30 days   | 50.00  |
| <b>Traffic:</b>  |  |
| Exhibition Driving (Prohibited)  | \$60.00  |
| Speed (1-10 mph over posted limit)   | <b>\$60.00*</b> (as required by State Statute 5-21-09) |
| Stop Signs Violation   | <b>\$60.00*</b> (as required by State Statute 5-21-09) |
| Unreasonable Acceleration  | <b>\$60.00*</b> (as required by State Statute 5-21-09) |
| Mufflers 169.69 (Add)<br>Hitching 169.46 (Add)<br>Jake Brake Violation 66.71<br>Unsafe Equipment 169.47<br>Headphones/TV Screen 169.471<br>Use of Wireless Comm. Device 169.475<br>Vehicle Lighting 169.48<br>Headlamps 169.49<br>Rear lamps 169.50<br>Clearance & Marker Lamps 169.51<br>Projecting load; light or flag 169.52<br>Slow moving vehicle, no sign 169.522<br>Lights for parked vehicles 169.53<br>Lights on all vehicles 169.53<br>Auxiliary lights 169.56<br>Vehicle Signals 169.57<br>Stop (Brake) lights Required 169.57<br>Identification lamps 169.58<br>Warning Lights 169.59<br>Distribution of light 169.60<br>Composite Beam 169.61<br>Number of lamps 169.63<br>Prohibited lights 169.64<br>Specs for lightning & other devices 169.65 | <b>\$60.00*</b> (as allowed by State Statute 5-21-09)  |

|   |                                      |
|---|--------------------------------------|
| Brakes 169.67<br>Horn, siren 169.68<br>Motor vehicle noise limits 169.693<br>Rear view mirror 169.70<br>Windshield 169.71<br>Tire surface; metal studs 169.72<br>Tires considered unsafe<br>169.723/169.724<br>Bumpers, safeguards 169.73<br>Wheel flaps on truck & trailer<br>169.733<br>Automobile fenders 169.734<br>Safety glass 169.74<br>Flares, flags or reflectors required<br>169.75 |                                      |
| <b>Citation Hearing Fee</b>   | <b>\$30.00</b>                       |
| <b>Weapons:</b>   |                                      |
| Discharge of Display of<br>Pellet/Guns  | \$60.00                              |
|   |                                      |
| <b>PUBLIC WORKS</b>   |                                      |
| Equipment Hourly rates: **  |                                      |
| Pickups   | \$25.00                              |
| Trucks / Plows  | \$45.00                              |
| Heavy equipment   | \$80.00                              |
| Mowing Equipment  | \$25.00                              |
| Chipper, compressor, steamer  | \$25.00                              |
| Lawn movers/weed eaters   | \$15.00                              |
| Ice Resurfacer (Zamboni)  | \$175.00                             |
| Materials: **   |                                      |
| Cold Mix  | \$130.00/ton                         |
| Sand  | \$15.00/yard                         |
| Straight Salt   | \$75.00/yard                         |
| Treated Salt  | \$90.00/yard                         |
| Paint   | \$13.37/gal.                         |
| Magnesium Chloride  | \$1.50/gal.                          |
| Mailbox installation  | \$275.00 (includes post and mailbox) |
| ** Rates apply to contract services provided for Intergovernmental agencies such as Itasca County, MNDOT, ICC, School District 318, and the DNR. Hourly wage and benefits to be included in addition to listed hourly equipment rates. The only exception is the fee for the ice resurfacer   |                                      |

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 26 -

**A RESOLUTION AMENDING THE GRAND RAPIDS CITY-WIDE FEE SCHEDULE FOR CITY SERVICES**

WHEREAS, Minnesota Law establishes that all municipalities establish fees that are commensurate with service, and that they be fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed; and

WHEREAS, consistent with Minnesota Law, the Grand Rapids City Council establishes the rates to be applied, or charges for, specific areas of service, provided by the City, through the adoption and periodic amendment of a fee schedule; and

WHEREAS, from time to time, staff reviews the department fee schedule to ensure consistency with fees charged, for City services provided; and

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends the Grand Rapids’ City-Wide Fee Schedule for City Services as noted in “Exhibit A.”

Adopted this 11<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Tasha Connelly, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

Councilor seconded the foregoing resolution and the following voted in favor thereof: ; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.



CITY OF  
**GRAND RAPIDS**  
 IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving a purchase agreement with Park State Bank related to PIN 91-420-1730

**PREPARED BY:** Tom Pagel, City Administrator

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### BACKGROUND:

Attached are two documents related to the purchase of property identified at PIN 91-420-1730. The first is a purchase agreement between Park State Bank and the City for the acquisition of property. The city is acquiring this property to construct a municipal dispensary. Park State Bank currently utilizes the property for employee parking. The second is a parking lot agreement which will provide parking permits to Park State Bank to utilize the city parking located between Park State Bank and Highway 38. Both agreements are dependent on each other.

In another RCA the council will consider a proposal from Bolton & Menk for a boundary and topographic survey. This is critical because the canopy of the existing bank drive up protrudes into the property the city is purchasing, and it is necessary to omit a portion of the norther edge of the property so that the existing building remains on bank property. Knowing this, it is requested that the city council approve the purchase agreement with approval to adjust the northern property legal description by plus or minus ten feet.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the attached purchase agreement between Park State Bank and the City with administrative approval to adjust the northern property line by plus or minus ten feet along with the attached parking lot agreement.

# PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is dated \_\_\_\_\_, 2026, (“Effective Date”), by and between American Bank of the North c/o Park State Bank (“Seller”), located at 428 NW 4<sup>th</sup> Avenue, Grand Rapids, Minnesota, and the City of Grand Rapids (“City” or “Buyer”), a Minnesota municipal corporation located at 420 North Pokegama Avenue, Grand Rapids, Minnesota. Seller and Buyer may each be referred to herein individually as a “Party” and collectively as the “Parties.”

## RECITALS

**WHEREAS**, Seller is the owner of certain real property located in the State of Minnesota, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Property”).

**WHEREAS**, Buyer intends to acquire the Property;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## STANDARD PURCHASE PROVISIONS

### 1. SALE PRICE

**1.1 Purchase Price.** Buyer agrees to purchase, and Seller agrees to sell, the Property for a total purchase price of \$150,000.00 (the “Sale Price”), payable in United States dollars.

**1.2 Inclusions.** The Sale Price includes all improvements, fixtures, and appurtenances attached to or used in connection with the Property, transferred free and clear of all liens, encumbrances, and security interests, except as otherwise expressly set forth in this Agreement.

**1.3 Payment.** The Sale Price shall be paid as follows:

(a) Earnest Money as provided in Section 2 hereof;

(b) The balance of the Sale Price, less Earnest Money applied, shall be paid at Closing by certified funds, wire transfer, or cashier's check.

## 2. EARNEST MONEY

**2.1 Deposit.** ~~Within three (3) business days following the Effective Date, Buyer shall deposit the sum of \$ \_\_\_\_\_ (“Earnest Money”) with \_\_\_\_\_ (“Escrow Agent”), to be held in trust in accordance with this Agreement.~~ Not applicable.

**2.2 Application.** ~~At Closing, the Earnest Money shall be applied toward the Sale Price and credited to Buyer.~~ Not applicable.

**2.3 Refundability.** The Earnest Money is non-refundable except as specifically provided in this Agreement, including but not limited to:

- (a) Failure to satisfy the Environmental Compliance Contingency (Section 10);
- (b) Failure to satisfy the Inspection Contingency (Section 11); or
- (c) Default by Seller under Section 12 of this Agreement.

## 3. PERSONAL PROPERTY

**3.1 Included Personal Property.** ~~All personal property to be transferred to Buyer as part of this transaction, if any, is identified in Exhibit B — Equipment Schedule, attached hereto and incorporated herein by reference.~~ Not applicable.

**3.2 Bill of Sale.** ~~At Closing, Seller shall execute and deliver a Bill of Sale transferring all personal property listed in Exhibit B to Buyer, free and clear of all liens, encumbrances, and security interests.~~ Not applicable.

## 4. DEED AND TITLE

**4.1 Warranty Deed.** At Closing, Seller shall execute and deliver to Buyer a Warranty Deed conveying marketable title to the Property, free and clear of all liens, encumbrances, and claims, subject only to the following:

- (a) Building and zoning laws, ordinances, and state and federal regulations;

- (b) Restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- (c) Reservation of minerals or mineral rights to the State of Minnesota, if any;
- (d) Utility and drainage easements that do not materially interfere with existing improvements;
- (e) Covenants, conditions, restrictions, and easements of record; and

**4.2 Title Evidence.** Buyer shall obtain, at Buyer's expense, a commitment for title insurance from a title company licensed to do business in the State of Minnesota. Buyer shall have twenty (20) days from receipt of the commitment to make written objections to title. Seller shall have a reasonable time, not to exceed sixty (60) days, to make title marketable. If Seller is unable to make title marketable, Buyer may terminate this Agreement and receive a full refund of Earnest Money.

## **5. REAL ESTATE TAXES AND ASSESSMENTS**

- 5.1 Proration.** Real estate taxes and installments of special assessments due and payable in the year of Closing shall be prorated between Seller and Buyer on a calendar-year basis to the date of Closing.
- 5.2 Prior Taxes.** Seller shall pay all real estate taxes, penalties, and interest for all years prior to the year of Closing.
- 5.3 Special Assessments.** All special assessments certified, pending, or levied as of the date of Closing shall be prorated between the Parties as of the Closing date. Seller shall be responsible for the proportionate share attributable to the period prior to Closing, and Buyer shall be responsible for the proportionate share attributable to the period from and after Closing.

## **6. EXPENSES**

- 6.1 Seller's Expenses.** All expenses related to the use, maintenance, and occupancy of the Property incurred prior to Closing shall be paid by Seller. Seller shall pay for preparation of the Warranty Deed and the state deed tax due on the conveyance.

**6.2 Buyer's Expenses.** Buyer shall be responsible for all expenses related to the use, maintenance, and occupancy of the Property from and after Closing. Buyer shall pay for the title insurance commitment and owner's policy of title insurance.

**6.3 Closing Fees.** Closing agent fees and escrow fees shall be paid by the Buyer unless otherwise agreed in writing. Each Party shall pay its own attorney's fees.

## 7. CLOSING

**7.1 Closing Date.** Closing shall occur within 30 days after the satisfaction or waiver of all contingencies set forth in this Agreement, but in no event later than August 3, 2026. Time is of the essence with respect to the Closing date.

**7.2 Closing Location.** Closing shall take place at the offices of Midland Title, LLC, located at 111 Golf Course Road, Grand Rapids, MN, or at such other location as the Parties may mutually agree in writing.

**7.3 Possession.** Possession of the Property shall be delivered to Buyer at Closing, unless otherwise agreed in writing.

**7.4 Closing Documents.** At Closing, the Parties shall execute and deliver all documents reasonably necessary to consummate the transaction contemplated by this Agreement, including without limitation:

- (a) Warranty Deed;
- (b) Bill of Sale (if personal property is included);
- (c) Seller's Affidavit;
- (d) Settlement Statement;
- (e) Assignment of permits and approvals, if applicable;
- (f) Well disclosure certificate, if applicable under Minn. Stat. § 103I.235;
- (g) Individual sewage treatment system disclosure, if applicable; and
- (h) Such other documents as may be reasonably required by the title company or Escrow Agent.

## 8. REPRESENTATIONS AND WARRANTIES

**8.1 Seller's Representations.** Seller represents and warrants to Buyer, as of the Effective Date and as of the date of Closing, that:

(a) Seller has full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein;

(b) There are no undisclosed liens, encumbrances, claims, or security interests affecting the Property;

(c) There is no pending or threatened litigation, arbitration, or administrative proceeding that affects or may affect the Property or Seller's ability to perform under this Agreement;

(d) The Property is in compliance with all applicable laws, ordinances, rules, and regulations as of the date of Closing;

(e) There are no undisclosed environmental conditions affecting the Property, including but not limited to the presence of hazardous substances, underground storage tanks, or contamination;

(f) All permits, approvals, licenses, and governmental authorizations currently held with respect to the Property have been disclosed to Buyer;

(g) Seller has not received any notices of violation from any governmental authority that have not been disclosed to Buyer; and

(h) Seller has disclosed all material facts regarding the Property of which Seller has knowledge.

**8.2 Survival.** The representations and warranties set forth in this Section 8 shall survive Closing for a period of twelve (12) months.

## **10. ENVIRONMENTAL COMPLIANCE CONTINGENCY**

**10.1 Environmental Due Diligence Period.** Buyer shall have 90 days from the Effective Date to conduct environmental due diligence at Buyer's sole cost and expense, including Phase I and, if warranted, Phase II Environmental Site Assessments ("ESAs") in accordance with ASTM standards.

**10.2 Seller's Environmental Representations.** Seller represents and warrants that, to the best of Seller's knowledge:

- (a) No hazardous substances, pollutants, or contaminants have been released, stored, generated, treated, or disposed of on the Property in violation of applicable federal, state, or local environmental law;
- (b) No underground storage tanks are currently present on the Property, and any previously existing underground storage tanks have been properly removed or closed in accordance with applicable regulations;
- (c) The Property has not been the subject of any environmental enforcement action, administrative order, consent decree, or investigation by the Minnesota Pollution Control Agency (“MPCA”), the United States Environmental Protection Agency (“EPA”), or any other governmental authority.

### **10.3 Environmental Indemnification.**

- (a) **Seller’s Indemnification.** Seller shall indemnify, defend, and hold harmless Buyer from and against all claims, damages, losses, costs, and expenses (including reasonable attorney’s fees) arising from or related to environmental conditions existing on the Property prior to Closing, regardless of when discovered.
- (b) **Buyer’s Indemnification.** Buyer shall indemnify, defend, and hold harmless Seller from and against all claims, damages, losses, costs, and expenses (including reasonable attorney’s fees) arising from or related to environmental conditions caused by Buyer’s operations on the Property from and after Closing.
- (c) **Survival.** The indemnification obligations set forth in this Section 10.5 shall survive Closing.

**10.4 Termination for Environmental Deficiency.** If the ESAs reveal environmental conditions that are materially adverse, Buyer may terminate this Agreement by delivering written notice to Seller within the due diligence period, and the Earnest Money shall be refunded to Buyer in full.

## **11. INSPECTION AND DUE DILIGENCE PERIOD**

**11.1 Inspection Period.** Buyer shall have 90 days from the Effective Date to conduct, at Buyer’s sole cost and expense, a physical inspection of the Property.

**11.2 Access.** Seller shall provide Buyer and Buyer's agents, inspectors, and contractors with reasonable access to the Property during the Inspection Period for the purpose of conducting inspections and evaluations including but not limited to legal/topographic surveys and soil borings.

**11.3 Buyer's Remedies.** If the inspection reveals deficiencies or conditions unsatisfactory to Buyer, Buyer may, within the Inspection Period:

- (i) Negotiate with Seller for repairs, remediation, or a reduction in the Sale Price;
- (ii) Waive objections and proceed to Closing under the existing terms of this Agreement; or
- (iii) Terminate this Agreement by delivering written notice to Seller, in which case the Earnest Money shall be refunded to Buyer in full.

## STANDARD CLOSING PROVISIONS

### 12. DEFAULT

**12.1 Buyer's Default.** If Buyer defaults under this Agreement, Seller's sole and exclusive remedy shall be to retain the Earnest Money as liquidated damages. The Parties agree that the Earnest Money represents a reasonable estimate of Seller's damages in the event of Buyer's default and that Seller's actual damages would be difficult or impossible to ascertain.

**12.2 Seller's Default.** If Seller defaults under this Agreement, Buyer may, at Buyer's election:

- (a) Seek specific performance of this Agreement; or
- (b) Terminate this Agreement, receive a full refund of the Earnest Money, and recover actual damages incurred by Buyer as a result of Seller's default, including but not limited to reasonable attorney's fees and costs.

### 13. RISK OF LOSS

**13.1 Risk Prior to Closing.** Risk of loss or damage to the Property by fire, casualty, or other cause shall remain with Seller until Closing. Seller shall maintain adequate property insurance through the date of Closing.

**13.2 Damage Prior to Closing.** If the Property is materially damaged or destroyed prior to Closing, Buyer may, at Buyer's election:

- (a) Terminate this Agreement and receive a full refund of the Earnest Money; or
- (b) Proceed with Closing and receive an assignment of all insurance proceeds payable as a result of such damage or destruction, together with a credit against the Sale Price for any applicable deductible amount.

## 14. NOTICES

**14.1 Method of Notice.** All notices, demands, requests, consents, approvals, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered:

- (a) Upon receipt, if delivered by personal delivery;
- (b) Three (3) business days after deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party at the address set forth in the preamble of this Agreement; or
- (c) Upon confirmed transmission, if delivered by email to the email address set forth in the preamble of this Agreement, provided that a copy is also sent by one of the methods described in subsections (a) or (b) above within two (2) business days.

**14.2 Change of Address.** Either Party may change its address for purposes of notice by delivering written notice of such change to the other Party in accordance with this Section 19.

## 15. ENTIRE AGREEMENT

**15.1** This Agreement, together with all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, and negotiations, whether written or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

**16. GOVERNING LAW AND VENUE**

**16.1 Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

**16.2 Venue.** Any action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the District Court of Itasca County, State of Minnesota, and each Party irrevocably consents to the jurisdiction of such court.

**17. SEVERABILITY**

**17.1** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, while preserving the intent of the Parties.

**18. COUNTERPARTS**

**18.1** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission (including PDF) shall be deemed to have the same force and effect as delivery of an original signed copy.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Parties have executed this Purchase Agreement as of the Effective Date first written above.

**SELLER:  
PARK STATE BANK:**

**BUYER:  
CITY OF GRAND RAPIDS**

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

Print Name:

---

Title/Capacity:

---

Print Name:

---

Title/Capacity:

---

## EXHIBIT A

### *Legal Description and Parcel Sketch*

The real property that is the subject of this Agreement (the “Property”) is legally described as follows:

*The East 68 feet of Lots 5-12, less the north 10 feet of Lot 5, Block 17, of the plat of Grand Rapids Second Division.*

---

**Parcel Identification Number (PIN):** 91-420-1730

**Street Address:** 355 NW 4<sup>th</sup> Street

**City:** Grand Rapids **County:** Itasca County

**State:** Minnesota **ZIP:** 55744

AGREEMENT

This Agreement ("Agreement") is dated \_\_\_\_\_, 2026, ("Effective Date"), by and between American Bank of the North c/o Park State Bank ("Bank") and/or its successor, located at 428 NW 4<sup>th</sup> Avenue, Grand Rapids, Minnesota, and the City of Grand Rapids ("City"), a Minnesota municipal corporation located at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**WHEREAS**, Bank is selling property identified as PIN 91-420-1730, to City, which is currently utilized for employee parking by Bank; and

**WHEREAS**, City owns a public parking lot adject to the east of said Bank on property identified at PIN 91-415-3320, which has adequate parking space available.

**NOWTHEREFORE**, Both the Bank and the City agree to the following:

1. The City shall post 12 parking stalls on the northern side of the lot as "Permit Parking Only".
2. The City shall issue 12 permits for parking, at no cost to Bank.
3. No vehicles shall be left overnight between 9:00 pm and 6:00 am from November 1<sup>st</sup> through April 30<sup>th</sup>.
4. This agreement shall only be terminated as mutually agreed by Bank and City.

**IN WITNESS WHEREOF**, the Parties have executed this Purchase Agreement as of the Effective Date first written above.

**BANK:  
PARK STATE BANK:**

**CITY:  
CITY OF GRAND RAPIDS**

\_\_\_\_\_  
Bank Date

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title/Capacity:

\_\_\_\_\_  
City Clerk:



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider approving proposals with Braun Intertec and Bolton & Menk for preliminary engineering services related to PIN 91-420-1730

**PREPARED BY:** Tom Pagel, City Administrator

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### BACKGROUND:

Attached are two proposals from Braun Intertec and one from Bolton & Menk related to property identified as PIN 91-420-1730. The proposals from Braun Intertec are for soil borings/geotechnical reports and the other is for a Phase 1 environmental review. The proposal for Bolton & Menk is for boundary and topographical services. All three proposals are necessary in the due diligence process of purchase the property.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the attached proposals with Braun Intertec and Bolton & Menk for preliminary engineering services related to PIN 91-420-1730

April 16, 2026

Proposal 10010826\_001

Tom Pagel

**City of Grand Rapids**

420 N Pokegama Ave

Grand Rapids, Minnesota 55744-2658

Re: Proposal to Conduct a Phase I Environmental Site Assessment  
Commercial Property – PID: 91-420-1710  
Grand Rapids, Minnesota

Dear Mr. Pagel:

Braun Intertec Corporation (Braun Intertec) submits this proposal to conduct a Phase I Environmental Site Assessment (ESA) of the referenced Site. The objective of a Phase I ESA is to evaluate the Site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) criteria and requirements.

## Scope of Services

The Phase I ESA will consist of the following tasks that will be completed in general conformance with the scope and limitations of ASTM International Standard Practice E1527-21 (ASTM E1527-21) and 40 CFR Part 312:

- Review information provided by the User, such as Preliminary Title Commitments, Conditions of Title, or Title Abstracts to determine if there are environmental liens or activity and use limitations associated with the Site.
- Review of readily available geological information pertaining to the Site area to evaluate the physical setting of the Site.
- Obtain and review an ASTM E1527-21 compliant regulatory database report from a national vendor to determine if the Site and/or surrounding properties are listed on databases that indicate known or potential recognized environmental conditions. The scope of this review does not include obtaining and reviewing specific regulatory files related to any identified database listings. If, in our opinion, a file review is warranted to evaluate the existence of a recognized environmental condition, we will contact Client to discuss the associated out of scope cost to obtain and review that information.
- Review of readily available historical records (e.g., fire insurance maps, topographic maps, aerial photographs, and city directories) to develop a history of the previous uses of the Site, adjoining properties, and surrounding area (as necessary), to evaluate the likelihood of past uses having led to recognized environmental conditions.

- Reconnaissance of the Site and observations of adjoining properties to identify current uses or indications of past use that may represent a recognized environmental condition.
- Interview of persons familiar with the Site and local government officials, as available, to obtain information pertaining to the current and past use of the Site and to determine if there are any known conditions indicative of a recognized environmental condition.
- Preparation of a Phase I ESA report that provides a summary of the information obtained through a review of the items above and a summary of our findings and conclusions.

## User Requirements

As part of a Phase I ESA, the “User” should provide available information to Braun Intertec (the Environmental Professional) to help identify the possibility of recognized environmental conditions in connection with the Site. A “User” is the party seeking to use ASTM E1527-21 to complete a Phase I ESA and may include, without limitation, a potential purchaser, tenant or owner of the property, a lender, and/or a property manager. A User Questionnaire and Client Information Request Form have been provided along with this proposal.

Each User is responsible for providing the following in a timely manner:

- User Questionnaire completed in its entirety. The User Questionnaire will be attached to the final report. If multiple Users are requesting reliance on the Phase I ESA, please provide a User Questionnaire completed by each of the appropriate entities.
- Client Information Request Form to include Site contact information for an individual who can provide Site access and owner representative contact information for an individual who can provide current Site information.
- All existing environmental reports, letters, and any information pertinent to the environmental status of the Site.

## Assessment Limitations

Braun Intertec’s scope of services does not include obtaining land title records or judicial records for environmental liens or activity use limitations (AULs). The User should provide the title documents or related information regarding environmental liens or AULs on the User Questionnaire. At the request of the Client, the ASTM E1527-21 Compliant Environmental Lien Search (back to 1980) can be obtained through a third-party vendor for an additional fee.

The assessment will not include evaluation of non-scope items such as, but not limited to, potential asbestos-containing building materials, wetlands, lead-based paint, or vapor encroachment screening as defined in ASTM E2600-15.

Upon completion of the Phase I ESA, Braun Intertec does not guarantee qualification for Landowner Liability Protections (LLP). Our proposed scope of work is consistent with “good commercial and customary practices” (as defined by ASTM E1527-21) conducted to identify recognized environmental conditions.

## Cost

The lump-sum cost for the tasks described in this proposal is as follows.

| Service Description                   | Lump Sum Cost |
|---------------------------------------|---------------|
| Phase I Environmental Site Assessment | \$ 2,900      |

Additional efforts for meetings, consulting, and/or modifications to the final report, or any additional services beyond the scope stated herein, will be billed at an hourly rate. At the request of the Client, third-party reliance letters will be provided and subject to an additional fee.

## Schedule

We anticipate the Phase I ESA report will be completed within 4 weeks from the date of your written authorization.

## General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety. Additionally, please complete and return the User Questionnaire/Client Information Request Forms.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ted Hubbes at 218.969.5833 or thubbes@braunintertec.com.

Sincerely,

### Braun Intertec Corporation



Layne S. Anderson  
Staff Scientist



Ted R. Hubbes, PG, CHMM  
Senior Manager, Senior Scientist

#### Attachments:

- General Conditions (11/4/2024)
- ASTM User Questionnaire (Separate File)
- Client Information Request Form (Separate File)

The proposal is accepted, and Braun Intertec is authorized to proceed.

\_\_\_\_\_  
Authorizer's Firm

\_\_\_\_\_  
Authorizer's Signature

\_\_\_\_\_  
Authorizer's Name (please print or type)

\_\_\_\_\_  
Authorizer's Title

\_\_\_\_\_  
Date

**BRAUN INTERTEC GENERAL CONDITIONS****SECTION 1: AGREEMENT**

**1.1 Agreement.** This agreement consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

**1.2 Parties to the Agreement.** The parties to this Agreement are the Braun Intertec entity (“Consultant”) and the client (“Client”) as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

**SECTION 2: SCOPE OF SERVICES**

**2.1 Services.** Consultant will provide services (“Services”) in connection with the project (“Project”) which are specifically described in this Agreement. Client understands and agrees that Consultant’s Services are limited to those which are expressly set forth in this Agreement.

**2.2 Additional Services.** Any Services not specifically set forth in the Agreement constitute “Additional Services.” Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant’s then current rates and fees.

**SECTION 3: PERFORMANCE OF SERVICES**

**3.1 Standard of Care.** Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant’s profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

**3.2 Written Reports and Findings.** Unless otherwise agreed in writing, Consultant’s findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

**3.3 Observation or Sampling Locations.** Locations of field observations or sampling described in Consultant’s report or shown on Consultant’s sketches reference Project plans or information provided by others or estimates made by Consultant’s personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

**3.4 Project Site Information.** Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant’s Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

**3.5 Subsurface Objects.** To the extent required to carry out Consultant’s Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

**3.6 Hazardous Materials.** Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client’s possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

**3.7 Supervision of Others.** Consultant shall have no obligation to supervise or direct Client’s representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client’s representatives, contractors, or other third parties retained by Client.

**3.8 Safety.** Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment (“PPE”) typical for the project. Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant’s employees are expressly authorized by Client to refuse to work under conditions that may, in an employee’s sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant’s own Services and those of its subconsultants).

**3.9 Project Site Access and Damage.** Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

**3.10 Monitoring Wells.** To the extent applicable to the Services, monitoring wells are Client’s property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

**3.11 Contaminant Disclosures Required by Law.** Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client’s duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client’s failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

**SECTION 4: SCHEDULE**

**4.1 Schedule.** Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant’s performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant’s then current rates and fees.

**4.2 Scheduling On-Site Observations or Services.** To the extent Consultant’s Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant’s field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client’s scheduling demands in accordance with Consultant’s then current rates and fees.

**SECTION 5: COST AND PAYMENT OF SERVICES**

**5.1 Cost Estimates.** Consultant’s price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant’s estimated fees are based upon Consultant’s experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

**5.2 Payment.** Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant’s costs for all services performed will be based upon Consultant’s then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

**5.3 Other Payment Conditions.** Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client’s obligation to pay for Services under this Agreement is not contingent on Client’s ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client’s successful completion of any project, receipt of payment from a third party, or any other event.

**5.4 Third Party Payment.** Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant’s Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party’s written acceptance of all terms of this Agreement will alter Client’s rights and responsibilities under this Agreement. Client expressly a

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

**5.5 Non-Payment.** If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

#### SECTION 6: OWNERSHIP AND USE OF DATA

**6.1 Ownership.** All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

**6.2 Use of Project Data.** The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

**6.3 Samples, Field Data, and Contaminated Equipment.** Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

**6.4 Data Provided by Client.** Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

#### SECTION 7: INSURANCE

**7.1 Insurance.** Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

**7.2 Waiver of Subrogation.** Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

**7.3 Certificate of Insurance.** Consultant shall furnish Client with a certificate of insurance upon request.

#### SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

**8.1 Indemnification.** Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

**8.2 Intellectual Property.** Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

**8.3 Mutual Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

**8.4 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, WHETHER CAUSED OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDENTIFIED IN Item 20. OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

#### SECTION 9: MISCELLANEOUS PROVISIONS

**9.1 Services Prior to Agreement.** Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

**9.2 Confidentiality.** To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

**9.3 Relationship of the Parties.** Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

**9.4 Resource Conservation and Recovery Act.** To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

**9.5 Services in Connection with Legal Proceedings.** Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

**9.6 Assignment.** This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**9.7 Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

**9.8 Termination.** This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

**9.9 Force Majeure.** Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

**9.10 Disputes, Choice of Law, Venue.** In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

**9.11 Individual Liability.** No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

**9.12 Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

**9.13 Waiver.** The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

**9.14 Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

# ASTM Practice E1527-21 User Questionnaire

To be completed by the User

**Site:** Site Name: Grand Rapids Cannabis (Park State Bank Property)  
Site Address: 355 4th Street NW  
Site City, State: Grand Rapids, Minnesota

**User Name:** City of Grand Rapids **Date:** 7/1/2026

**Company:** Grand Rapids Municipal Dispensary

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the “Brownfields Amendment”), the User must conduct the following inquiries. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that “all appropriate inquiries” is not complete.

**1. Environmental cleanup liens that are filed or recorded against the property.**

The types of title reports that may disclose environmental liens include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose environmental liens. Did a search of recorded land title records (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the property under federal, tribal, state or local law? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Activity and use limitations (AULs) that are in place on the property or that have been filed or recorded against the property.**

The types of title reports that may disclose AULs include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose AULs. Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Specialized knowledge or experience of the person seeking to qualify for the LLP.**

Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**4. Relationship of the purchase price to the fair market value of the property if it were not contaminated.**

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

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**5. Commonly known or reasonably ascertainable information about the property.**

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,

a. Do you know the past uses of the property? If so, please explain. \_\_\_\_\_

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b. Do you know of specific chemicals that are present or once were present at the property? If so, please explain. \_\_\_\_\_

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c. Do you know of spills or other chemical releases that have taken place at the property? If so, please explain. \_\_\_\_\_

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d. Do you know of any environmental cleanups that have taken place at the property? If so, please explain. \_\_\_\_\_

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**6. The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation.**

Based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property? If so, please explain.

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# Client Information Request Form for Phase I Environmental Site Assessments

Project/Site Name: \_\_\_\_\_

So that we may serve you better, please answer the following questions concerning the project Site. If a question does not apply to the Site, write "NA." If you do not know the answer, write "Unknown." Please return the completed form along with one copy of the signed authorization letter.

## Client Objectives

A. What is your interest in the Site? Check all that apply.

- Buying property
- Refinancing
- Selling property
- Development
- Redevelopment
- Other: \_\_\_\_\_

B. In addition to the User, are there any additional entities you would like included on the report for reliance purposes?

\_\_\_\_\_  
\_\_\_\_\_

C. A final PDF of the report will be provided. If hard copies are needed, how many? \_\_\_\_\_

D. What is the desired completion date for this project?

Date: \_\_\_\_\_

E. Do you wish to receive a verbal report before the written report is received?

- Yes     No

F. Is confidentiality requested?

- Yes     No

If so, to whom is it limited? \_\_\_\_\_

## Site-Specific Information

A. Where is the Site located?

Address: \_\_\_\_\_  
\_\_\_\_\_

Legal Description, County ID Number, or attach Survey/Plat Map:

\_\_\_\_\_  
\_\_\_\_\_

B. Is a current Site plan available? If yes, please provide.

Yes     No     Unknown

C. How large is the property (total acreage)?

\_\_\_\_\_ Acres

D. What is the proposed use of the property?

\_\_\_\_\_

E. Who is the current property owner?

Name: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

F. Who will provide access to the property and/or who is the Site contact?

Name: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

G. Has any previous environmental work been performed on the Site? Check all that apply.

No previous environmental work has been performed

Unknown

Geotechnical/Soil borings

Phase I Environmental Site Assessment

Phase II Environmental Site Assessment

Soil Vapor/Sub-slab Soil Vapor Investigation

Radon Investigation

Asbestos/Lead-based Paint Inspections

Hazardous Materials Testing

Other: \_\_\_\_\_

If previous environmental work has been performed...

When was it performed? \_\_\_\_\_

By whom?

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

What were the results?

Are copies of the report(s) available?

Yes     No     Unknown

H. How is the property currently used? Check all that apply.

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> Undeveloped  | <input type="checkbox"/> Light industrial |
| <input type="checkbox"/> Agricultural | <input type="checkbox"/> Retail           |
| <input type="checkbox"/> Residential  | <input type="checkbox"/> Office Building  |
| <input type="checkbox"/> Parking Lot  | <input type="checkbox"/> Warehouse        |
| <input type="checkbox"/> Commercial   | <input type="checkbox"/> Other: _____     |

I. Are there existing buildings on the property?

- Yes     No     Unknown

If yes:

How many buildings? \_\_\_\_\_

What year was each building originally built? \_\_\_\_\_

What year(s) was/were any subsequent addition(s) completed for each building?  
\_\_\_\_\_

What is the total square footage of each building and/or additions? \_\_\_\_\_

Are you aware of any asbestos-containing building materials in any building? \_\_\_\_\_

Provide a brief description and use of each building.  
\_\_\_\_\_

J. What was the property used for in the past?  
\_\_\_\_\_

K. Are there currently or previously any aboveground or underground storage tanks located on the property?

Aboveground storage tanks:     Yes     No     Unknown

Underground storage tanks:     Yes     No     Unknown

If yes:

Where are they located?  
\_\_\_\_\_

What are the sizes and contents of the tanks (e.g., 500-gallon diesel)?  
\_\_\_\_\_

When were the tanks installed?  
\_\_\_\_\_

Are there any maintenance records available for the tanks?  
\_\_\_\_\_

Are the tanks currently being used?

- Yes     No     Unknown

If no:

When were the tank(s) closed? \_\_\_\_\_

Was the MPCA notified? \_\_\_\_\_

L. Have hazardous chemicals or petroleum products ever been stored at the Site?

Hazardous chemicals:     Yes     No     Unknown

Petroleum products:     Yes     No     Unknown

If yes, which ones? \_\_\_\_\_



M. Has the property ever been used or is the property currently used for dumping or landfilling?

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N. Utilities:

Are there any wells or septic systems formerly or currently located at the Site?

Wells:  Yes  No  Unknown

Septic systems:  Yes  No  Unknown

Is the Site connected to city sewer and water?

Sewer:  Yes  No  Unknown

Water:  Yes  No  Unknown

What types of utilities service the Site? Check all that apply.

Unknown

Gas

Electric

Propane

Other: \_\_\_\_\_

O. Are there any environmental concerns regarding the property or adjoining properties?

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P. How are the adjacent properties used?

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Real People. Real Solutions.

504 NW 1st Avenue  
Suite 200  
Grand Rapids, MN 55744

Item 20.

Ph: (218) 571-4347  
Bolton-Menk.com

SUBMITTED VIA EMAIL

April 23, 2026

Matt Wegwerth  
Public Works Director/ City Engineer  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

RE: Topographic and Boundary Survey near 331 NW 4<sup>th</sup> Street  
City of Grand Rapids, Minnesota

Dear Matt:

Bolton & Menk, Inc. is pleased to present a proposal to perform a boundary & topographic survey on the land referenced above.

We propose to perform boundary surveys to facilitate a parcel split and land description analysis of the land described above. Bolton & Menk, Inc. takes great pride in providing boundary survey services thoroughly, accurately, and efficiently. Our approach to surveying services makes the City of Grand Rapids' priorities our priorities. We understand what needs to be accomplished for the successful completion of your boundary survey. We propose to perform the field work with survey staff from our Grand Rapids office. All work would be managed and supervised by a licensed land surveyor.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with your needs. Please review the attached documents. If you have any questions, concerns, or comments regarding this proposal, please call me at 218-812-8900 or email at [andrew.brotzler@bolton-menk.com](mailto:andrew.brotzler@bolton-menk.com).

Sincerely,  
**BOLTON & MENK, INC.**

**Dennis Warner**  
Land Surveyor

**Andrew Brotzler**  
Client Service Manager

Attachments: Scope of Services (3 pages)  
Exhibit A (1 page)

## SCOPE OF WORK

### Boundary Surveys:

- Establish the boundary of the requested property with a legal description of: East 68 feet of Lots 5-12, Block 17, Grand Rapids Second Division. This property is the red box on Exhibit A (see page 5)
  - Itasca County PID: 91-420-1730
- Find and verify or place survey markers on the exterior boundary of the existing parcels.

### Topographic Survey:

- Establish horizontal and vertical survey control, based on Itasca County South coordinate system and NAVD 88
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas and striping will be located up to the face of the main structures adjacent to the right-of-ways
- Buildings (if any) and any other significant structures
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Utility Information
  - Place a Minnesota Gopher One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
  - Storm Sewer, Watermain and Sanitary Sewer
    - Marked and/or visible structures and service lines
      - Catch basins and Manholes
      - Hydrants
      - Water valves
    - Structure inventories
      - Rim elevations, pipe sizes, inverts and direction of flow
  - Marked and or visible Natural Gas, Communication (Phone/Cable) and Electric
- Any other significant topographic features visible to survey crew.
- Topographic limits are graphically depicted on Exhibit A on page 5 of this proposal.

## DELIVERABLES

- Draft a Certificate of Survey map detailing the evaluated evidence and results of the survey. The Certificate of Survey map will display any above ground features that were physically observed. Deliverables will include print copies of map along with an electronic PDF copy. Upon request, we can also provide a version of the survey with an aerial photo used as a background and/or a text file of the legal.
- Draft a Certificate of Survey map detailing the evaluated evidence and results of the survey. The Certificate of Survey map will also display any above ground visible potential encroachments that were physically observed.

## ASSUMPTIONS

This proposal is based upon the following assumptions:

- Except for obtaining copies of the current deeds on the property, no title research or easement research will be included with this survey.
- Title research will be limited to retrieving the current deed for the property and the adjoining. Bolton & Menk does not guarantee that our research will discover underlying title problems, if any exist, with the property. To achieve that assurance, we recommended you purchase title insurance commitment.
- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.
- Any additional studies, tasks, or coordination (e.g. wetland delineations, environmental or archaeological studies, permit applications, meetings representing the Client, etc.) not explicit in the proposed Scope of Work will be performed by others or as additional services and invoiced on an hourly basis.
- The scope of services provided above is inclusive of all tasks offered under this contract and fee. Parties agree that additional understandings which conflict with this document (including oral agreements) must be negotiated in writing.
- We will not provide information regarding depth of underground utility lines (except storm and sanitary lines), pressure of water or gas lines, buried tanks, or septic fields on the properties unless that information is provided by the client. We do not have the knowledge or expertise to derive that information reliably. Bolton & Menk, Inc. will work with the client to hire sub consultants to acquire this information if necessary.

- Only utilities that are marked in the field along with utility maps provided by utility companies within the time allotted for such requests through Gopher State One Call will be graphically shown on the survey map.
- Bolton & Menk staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.

## FEES

Bolton & Menk, Inc's proposed fee for the described Scope of Services is as follows:

| Scope of Services          |         |
|----------------------------|---------|
| Boundary Surveys; Lump Sum | \$4,200 |

## SCHEDULE

Bolton & Menk has the staff to meet any reasonable time frame required. You can expect the draft survey map to be delivered within 10 working days after we have received authorization to proceed. After we receive comments back from the draft, we can have the survey completed within 3 working days.

## APPROVALS AND SIGNATURES

City of Grand Rapids (Client) acknowledges that it is the client of the property described above or is a legally authorized representative of the property client with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and Client agree to the Terms and Conditions as stated above and on pages 6 and 7 of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk including reasonable attorney's fees, in the event of default by Client.

Accepted by:

---

**Print Name/Title**

---

**Signature and Date**

*I/We personally guarantee payment of all obligations for services to be provided by Bolton & Menk, Inc. under this Agreement. I/We further agree to pay all costs of collection incurred by Bolton & Menk, Inc. including reasonable attorney's fees.*

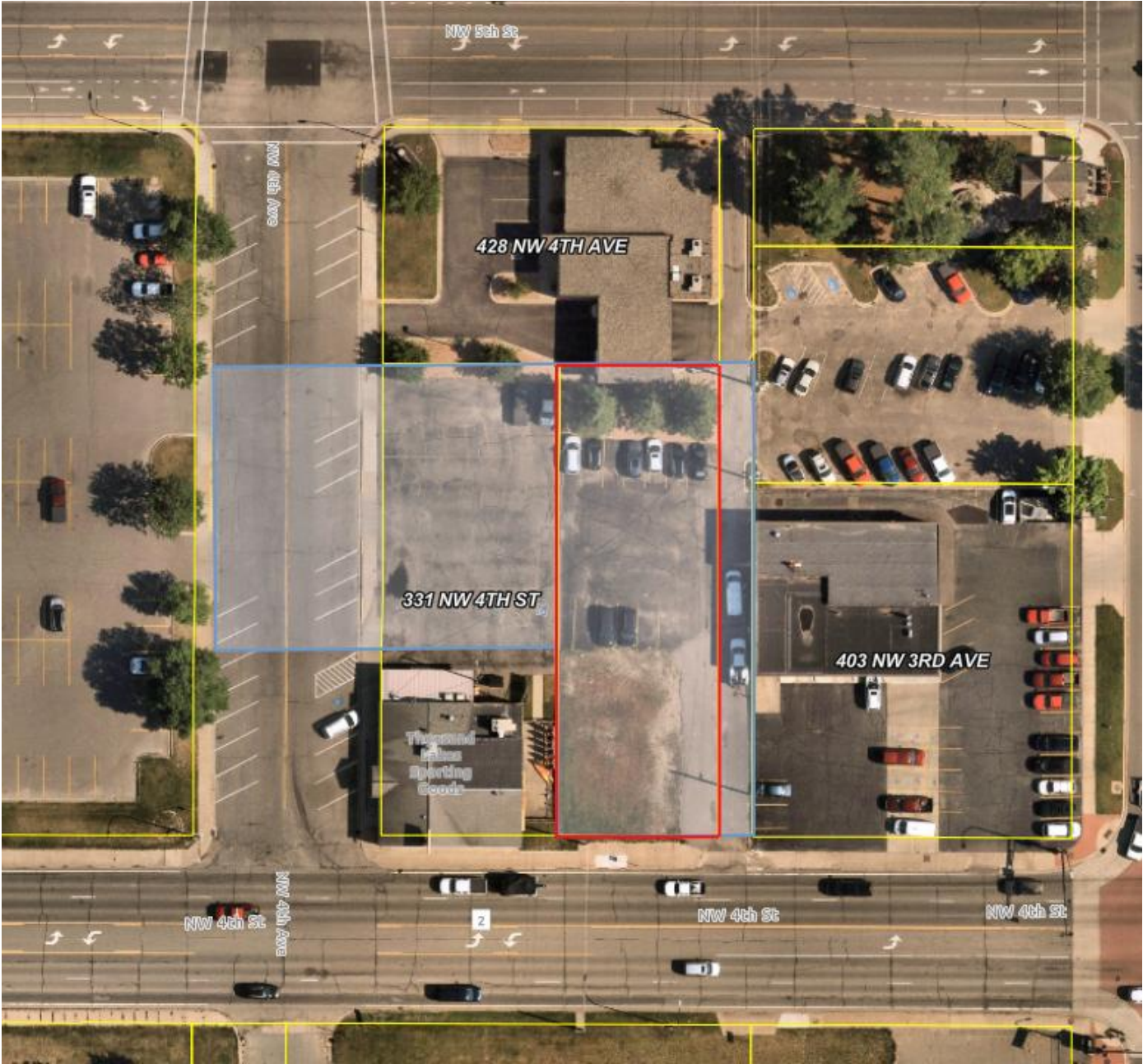
---

**Print Name/Title**

---

**Signature and Date**

EXHIBIT A





CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Conduct a public hearing to consider vacating a portion of street right-of-way within Grand Rapids Second Addition.

**PREPARED BY:** Will Richter, Zoning Administrator

---

### **BACKGROUND:**

Staff will present the attached PowerPoint presentation as background for this item.

### **REQUESTED COUNCIL ACTION:**

Conduct a public hearing to consider vacating a portion of street right-of-way within Grand Rapids Second Division.



CITY OF  
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Item 21.

# **Planning Commission Recommendation for Public Vacation (Blandin Beach)**

## **Municipal Street ROW**

***6<sup>th</sup> Street, Grand Rapids Second Division***

**April 27, 2026**



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# Public Vacation Request

## Key Points from the Staff Report:

- **Subject area is a platted street ROW (unimproved)**
- **Vacation is needed to facilitate a Parks Dept DNR grant**
- **Request has undergone staff and committee review**
- **Not needed for a public ROW purpose**



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# Public Vacation Request

- **Initiated by: City staff**
- **Filing Date: March 12, 2026**
- **Requested Vacation: platted street ROW**

**Reason for Request: Planned improvements to Blandin Beach would sit in the ROW.**

- **Legally Described Vacation Request:**

**6<sup>th</sup> Street NW right-of-way Adjacent to Blocks 8 and 9, Grand Rapids Second Division, Itasca County, Minnesota.**

**\*Blandin Beach**







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# Public Vacation Request

Item 21.

**Subject area:**

- **ROW in red.**





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# Public Vacation Request

## Subject area:

- **Utilities and easements in the area**





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# Public Vacation Request

## Staff Review Committee:

- **Staff review committee consists of: Engineering/Public Works Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.**
- **No issues/concerns with vacating - the municipal street right-of-way is not needed for a public ROW purpose.**



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# Public Vacation Request

## Planning Commission Findings:

- **Staff review committee consists of: Engineering/Public Works Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.**
- **No issues/concerns with vacating - the municipal street right-of-way is not needed for a public ROW purpose.**



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# Public Vacation Request

## Planning Commission Considerations:

### PLANNING COMMISSION

Considerations

### RIGHT-OF-WAY VACATIONS

1. Is the right-of-way needed for traffic purposes?  
Why/Why not?
  
2. Is the right-of-way needed for pedestrian purposes?  
Why/Why not?
  
3. Is the right-of-way needed for utility purposes?  
Why/Why not?
  
4. Would vacating the right-of-way place additional land on the tax rolls?  
Why/Why not?
  
5. Would vacating the right-of-way facilitate economic development in the City?  
Why/Why not?



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# Public Vacation Request

## **Planning Commission Recommendation / Findings:**

- The right-of-way is not needed for traffic purposes.
- The right-of-way is not needed for pedestrian purposes,
- The right-of-way is not needed for utility purposes.
- Vacating the right-of-way will not lead to putting additional land on the tax rolls – it is a shift from ROW to park.
- Vacating the right-of-way will support improvements to public spaces near the Hwy 2 project and could attract future development.



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Item 21.

# Questions?



# Planning Commission Staff Report

| Vacation                   | Community Development Department   | Date: 4/2/26 |
|----------------------------|--|--------------|
| <b>Statement of Issue:</b> | Consider a recommendation to the City Council regarding the vacation of a street right-of-way within Grand Rapids Second Division.   |              |
| <b>Background:</b>         | <p>Community Development staff have initiated the process to vacate a municipal street right-of-way within Grand Rapids Second Division (at Blandin Beach).</p> <p>The legal description is:</p> <p><b>6<sup>th</sup> Street NW right-of-way Adjacent to Blocks 8 and 9, Grand Rapids Second Division, Itasca County, Minnesota.</b></p> <p>The vacation is being requested to facilitate a DNR grant application for improvements – including a new building – that would sit in the current right-of-way.</p> <p>Please see the attached location map with area of proposed vacation shaded.</p> <p>The staff review committee have no concerns or objections regarding the right-of-way vacation. The staff review committee consists of the Engineering/Public Works Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission – electrical and water department managers.</p> <p>Minnesota Statutes 412.851 governs the procedures for vacating right-of-way (or a portion of) in a statutory city. Under this statute the City Council has the authority to vacate a public right-of-way on its own motion or through a petition of the majority of the landowners.</p> |              |
| <b>Considerations:</b>     | When considering the vacation of public right-of-way, the Planning Commission must make findings of fact based on the attached list of considerations.   |              |
| <b>Recommendation:</b>     | <p>Staff recommends that the Planning Commissioners visit the site, review the comments submitted by the Review Committee, and review the relevant sections of the Comprehensive Plan.</p> <p>Prior to making a recommendation to the City Council to approve/not approve the vacation, the Planning Commission should make specific findings to support its recommendation and reference those specific findings in their motion to either approve or not approve the right-of-way vacation.</p>  |              |

|                         |   |
|-------------------------|---|
| <b>Required Action:</b> | <p>Pass a motion forwarding a recommendation to the City Council for approval or non-approval of the proposed public right-of-way vacation.</p> <p><u>Example Motion:</u></p> <p>Motion by _____, second by _____ that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to <b>(approve) (not approve)</b> the vacation of public right-of-way described as:</p> <p><b><i>6<sup>th</sup> Street NW right-of-way Adjacent to Blocks 8 and 9, Grand Rapids Second Division, Itasca County, Minnesota.</i></b></p> <p><u>Contingent on the following stipulation(s):</u></p> <ul style="list-style-type: none"><li>• _____.</li></ul> |
| <b>Attachments:</b>     | <ul style="list-style-type: none"><li>• Site map</li><li>• Staff Review Committee Comments</li><li>• List of the Planning Commissions Vacation Considerations</li><li>• Staff presentation</li></ul>  |

I see no immediate public safety concern- GRPD supports the vacation

## Andy Morgan | Chief of Police

---

**Grand Rapids Police Department**  
[amorgan@grandrapidsmn.gov](mailto:amorgan@grandrapidsmn.gov)  
[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)  
Office: 218-326-3464 • Fax: 218-326-7610

---

420 North Pokegama Avenue • Grand Rapids • MN • 55744-2662

**From:** Will Richter <[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)>  
**Sent:** Thursday, March 12, 2026 11:14 AM  
**To:** Travis Cole <[tcole@grandrapidsmn.gov](mailto:tcole@grandrapidsmn.gov)>; Julie Kennedy <[jakennedy@grpuc.org](mailto:jakennedy@grpuc.org)>; Andy Morgan <[amorgan@grandrapidsmn.gov](mailto:amorgan@grandrapidsmn.gov)>; Matt Wegwerth, PE <[mwegwerth@grandrapidsmn.gov](mailto:mwegwerth@grandrapidsmn.gov)>  
**Cc:** Steve Mattson <[srmattson@grpuc.org](mailto:srmattson@grpuc.org)>; Chad M. Troumbly <[cmtroumbly@grandrapidsmn.gov](mailto:cmtroumbly@grandrapidsmn.gov)>  
**Subject:** Blandin Beach vacation

All;

Please review the attached memo regarding a vacation at Blandin Beach.

Thank you,

## Will Richter | Zoning Administrator

---

**City of Grand Rapids**  
[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)  
[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)  
Office: 218-326-7650 • Fax: 218-326-7621

---

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

No concerns

**Matt Wegwerth | Public Works Director / City Engineer**

---

**City of Grand Rapids**

[mwegwerth@grandrapidsmn.gov](mailto:mwegwerth@grandrapidsmn.gov)

[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)

Office: 218-326-7625 • Fax: 218-326-7621

---

420 North Pokegama Avenue • Grand Rapids • MN •  
55744-2662

**From:** Will Richter <[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)>

**Sent:** Thursday, March 12, 2026 11:14 AM

**To:** Travis Cole <[tcole@grandrapidsmn.gov](mailto:tcole@grandrapidsmn.gov)>; Julie Kennedy <[jakennedy@grpuc.org](mailto:jakennedy@grpuc.org)>; Andy Morgan <[amorgan@grandrapidsmn.gov](mailto:amorgan@grandrapidsmn.gov)>; Matt Wegwerth, PE <[mwegwerth@grandrapidsmn.gov](mailto:mwegwerth@grandrapidsmn.gov)>

**Cc:** Steve Mattson <[srmattson@grpuc.org](mailto:srmattson@grpuc.org)>; Chad M. Troumbly <[cmtroumbly@grandrapidsmn.gov](mailto:cmtroumbly@grandrapidsmn.gov)>

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All;

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Thank you,

**Will Richter | Zoning Administrator**

---

**City of Grand Rapids**[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)

Office: 218-326-7650 • Fax: 218-326-7621

---

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

Electric has underground and overhead there but we are in the right-of-way. **No issues**

The overhead was put in for the city events like the winter golf. Technically on customer (city) side of the meter but we help.

Chad Troumbly | Electric Department Manager

Grand Rapids Public Utilities

500 SE 4th St. | Grand Rapids, MN 55744

W: 218-326-7182 | M: 218-256-9753 | F: 218-326-7499

[grpuc.org](http://grpuc.org) | "GRPUC – Service is Our Nature"



**From:** Will Richter <[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)>

**Sent:** Thursday, March 12, 2026 11:14 AM

**To:** Travis Cole <[tcole@grandrapidsmn.gov](mailto:tcole@grandrapidsmn.gov)>; Julie Kennedy <[jakennedy@grpuc.org](mailto:jakennedy@grpuc.org)>; Andy Morgan <[amorgan@grandrapidsmn.gov](mailto:amorgan@grandrapidsmn.gov)>; Matt Wegwerth <[mwegwerth@grandrapidsmn.gov](mailto:mwegwerth@grandrapidsmn.gov)>

**Cc:** Steve R. Mattson <[srmattson@grpuc.org](mailto:srmattson@grpuc.org)>; Chad M. Troumbly

<[cmtroumbly@grandrapidsmn.gov](mailto:cmtroumbly@grandrapidsmn.gov)>

**Subject:** Blandin Beach vacation

**Caution:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This message was sent securely using Zix

All;

Please review the attached memo regarding a vacation at Blandin Beach.

Thank you,

**Will Richter | Zoning Administrator**

---

**City of Grand Rapids**

[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)

[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)

Office: 218-326-7650 • Fax: 218-326-7621

---

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

No issue from the fire department.

Get [Outlook for iOS](#)

---

**From:** Will Richter <[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)>  
**Sent:** Thursday, March 12, 2026 11:14:17 AM  
**To:** Travis Cole <[tcole@grandrapidsmn.gov](mailto:tcole@grandrapidsmn.gov)>; Julie Kennedy <[jakennedy@grpuc.org](mailto:jakennedy@grpuc.org)>; Andy Morgan <[amorgan@grandrapidsmn.gov](mailto:amorgan@grandrapidsmn.gov)>; Matt Wegwerth, PE <[mwegwerth@grandrapidsmn.gov](mailto:mwegwerth@grandrapidsmn.gov)>  
**Cc:** Steve Mattson <[srmattson@grpuc.org](mailto:srmattson@grpuc.org)>; Chad M. Troumbly <[cmtroumbly@grandrapidsmn.gov](mailto:cmtroumbly@grandrapidsmn.gov)>  
**Subject:** Blandin Beach vacation

All;

Please review the attached memo regarding a vacation at Blandin Beach.

Thank you,

**Will Richter | Zoning Administrator**

---

**City of Grand Rapids**

[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)

[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)

Office: 218-326-7650 • Fax: 218-326-7621

---

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

Will,

Sorry I was on vacation . I see that there are only service lines in that area so no issues for water/sewer.



Steve Mattson | Water/Wastewater Department Manager

Grand Rapids Public Utilities

500 SE 4th St. | Grand Rapids, MN 55744

W: 218-326-7195 | M: 218-244-5092 | F: 218-326-7499

[grpuc.org](http://grpuc.org) | "GRPUC – Service is Our Nature"



**From:** Will Richter <[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)>  
**Sent:** Thursday, March 19, 2026 10:25 AM  
**To:** Steve R. Mattson <[srmattson@grpuc.org](mailto:srmattson@grpuc.org)>  
**Subject:** FW: Blandin Beach vacation

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This message was sent securely using Zix

Steve,

Touching base to see if you anticipate any issues with this potential vacation?

Thank you,

**Will Richter | Zoning Administrator**

---

**City of Grand Rapids**

[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)

[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)

Office: 218-326-7650 • Fax: 218-326-7621

---

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

**From:** Will Richter  
**Sent:** Thursday, March 12, 2026 11:14 AM  
**To:** Travis Cole <[tcole@grandrapidsmn.gov](mailto:tcole@grandrapidsmn.gov)>; Julie Kennedy <[jakennedy@grpuc.org](mailto:jakennedy@grpuc.org)>; Andy Morgan <[amorgan@grandrapidsmn.gov](mailto:amorgan@grandrapidsmn.gov)>; Matt Wegwerth, PE <[mwegwerth@grandrapidsmn.gov](mailto:mwegwerth@grandrapidsmn.gov)>

**Cc:** Steve Mattson <[srmattson@grpuc.org](mailto:srmattson@grpuc.org)>; Chad M. Troumbly  
<[cmtroumbly@grandrapidsmn.gov](mailto:cmtroumbly@grandrapidsmn.gov)>

**Subject:** Blandin Beach vacation

All;

Please review the attached memo regarding a vacation at Blandin Beach.

Thank you,

**Will Richter | Zoning Administrator**

---

**City of Grand Rapids**

[wrichter@grandrapidsmn.gov](mailto:wrichter@grandrapidsmn.gov)

[cityofgrandrapidsmn.com](http://cityofgrandrapidsmn.com)

Office: 218-326-7650 • Fax: 218-326-7621

---

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

**PLANNING COMMISSION**  
**Considerations**  
**RIGHT-OF-WAY VACATIONS**

1. Is the right-of-way needed for traffic purposes?  
Why/Why not?

2. Is the right-of-way needed for pedestrian purposes?  
Why/Why not?

3. Is the right-of-way needed for utility purposes?  
Why/Why not?

4. Would vacating the right-of-way place additional land on the tax rolls?  
Why/Why not?

5. Would vacating the right-of-way facilitate economic development in the  
City?  
Why/Why not?



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider the adoption of a resolution vacating a portion of street right-of-way within Grand Rapids Second Division.

**PREPARED BY:** Will Richter, Zoning Administrator

---

### BACKGROUND:

After holding a public hearing, the City Council considers the public testimony received and reviews the Planning Commission recommendation.

The Council can accept the recommendation of the Planning Commission and adopt the staff prepared resolution included in the Agenda Packet or make its own findings to support approving or denying the vacation.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution vacating a portion of street right-of-way within Grand Rapids Second Division.

Council member \_\_\_\_\_ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 26-\_\_

**A RESOLUTION VACATING A PORTION OF A MUNICIPAL STREET RIGHT-OF-WAY  
WITHIN THE PLAT OF GRAND RAPIDS SECOND DIVISION**

WHEREAS, the City Planning Commission, at a regular meeting on April 2, 2026, reviewed the vacation request for an alley right-of-way, described as:

***6<sup>th</sup> Street NW right-of-way Adjacent to Blocks 8 and 9, Grand Rapids Second Division, Itasca County, Minnesota.***

WHEREAS, the Planning Commission found the vacation to be in the best interest of public health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacation; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on May 11, 2026, to consider the vacation of the public right-of-way described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above-mentioned vacation were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that the vacation is in the best interest of the public's health, safety, and general welfare, and hereby vacate the above-described public right-of-way based on the following findings of fact:

- The rights-of-way is not needed for traffic purposes.
- The right-of-way is not needed for pedestrian purposes.
- The right-of-way is not needed for utility purposes.
- Vacating the right-of-way will not impact the tax rolls.
- Vacating the right-of-way will allow the Grand Rapids Parks Dept to improve Blandin Beach

AND BE IT FURTHER RESOLVED, that:

1. The City Council directs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Auditor, and Itasca County Recorder.

Adopted by the Council this 11<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Tasha Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Kim Gibeau, City Clerk

Council member \_\_\_\_\_ seconded the foregoing resolution, and the following voted in favor thereof: \_\_\_\_\_ ; and the following voted against same: \_\_\_\_\_ ; whereby the resolution was declared duly passed and adopted.



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** May 11, 2026

**AGENDA ITEM:** Consider authorizing letter of support for U.S. Highway 169 Expansion from Taconite to Pengilly.

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

Attached is a letter of support for the US Highway 169 Expansion project.

### **REQUESTED COUNCIL ACTION:**

Make a motion to authorize letter of support for U.S. Highway 169 Expansion from Taconite to Pengilly.



May 11, 2026

Re: Support for U.S. Highway 169 Expansion from Taconite to Pengilly

To whom it may concern:

On behalf of the City of Grand Rapids, I'm writing to express my strong support for the expansion of U.S. Highway 169 from Taconite to Pengilly. This project carries forward a promise the State of Minnesota made decades ago: the four-lane expansion of U.S. Highway 169 between Grand Rapids and Virginia, the corridor now honored as the Senator David Tomassoni Memorial Highway. Only eight miles of two-lane roadway, between Taconite and Pengilly, now remain on the nearly 60-mile stretch.

This remaining eight-mile segment is dangerous. The crash rate is much higher than other comparable roadways, especially in winter driving conditions. Nearly every resident of the Iron Range knows someone who has been involved in a serious or fatal accident on Highway 169. An average of 6,000 vehicles—carrying families, workers, students, first responders, and tourists—travel these eight miles each day, and they deserve to do so safely.

Highway 169 is also a linchpin of the Iron Range economy. Key industries, including mining, manufacturing, forestry, healthcare, and tourism, rely on Highway 169 to move freight and connect workforce across the region. The remaining eight-mile stretch of two-lane roadway is not just a safety hazard but also causes frequent traffic congestion and delays that affect the whole corridor. Many oversized loads cannot travel the Taconite-to-Pengilly stretch at all; the heaviest trucks are forced on a 20-mile detour each way, which further increases transportation costs, emissions, and wear on local roads.

The Minnesota Legislature dedicated \$6 million dollars to the expansion of Highway 169 in 2023, and in 2024 the project received \$4.9 million in federally directed spending. This initial funding has supported project planning efforts; MnDOT and local stakeholders have devised a phased approach, beginning on the western side at Scenic Highway 7 and moving eastward. However, more funding is needed to complete planning, route selection, design, and environmental analysis. We ask for your support for additional appropriations that will help finally bring this project to shovel-readiness.

Thank you for your consideration.

Sincerely,

Tasha Connelly, Mayor of Grand Rapids