



STEELE COUNTY BOARD OF COMMISSIONERS WORK SESSION AGENDA

Administration Center - 630 Florence Avenue – Owatonna, MN 55060

*Steele County's Mission:
Driven to deliver quality services in a respectful and fiscally responsible way.*

TUESDAY, OCTOBER 8, 2024 AT 4:00 PM
County Boardroom, Steele County Administration Center

Agenda

1. Call to Order
2. Facilities update
3. Memorandum of Agreement with University of MN-Extension for 2025-27.
4. Dangerous & Potentially Dangerous Dog Ordinance # 38 - Amended and Restated
5. Housing Policy Discussion
6. Other Business

Adjourn

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Steele County Board of Commissioners. This document does not claim to be complete and is subject to change.



Steele County Agenda Item

Subject: Request to approve Memorandum of Agreement with University of MN-Extension for 2025-27

Department: Extension

Committee Meeting Date: October 8, 2024

Board Meeting Date: October 8, 2024

Consent Agenda: Yes ☒ No

Resolution: ☐ Yes ☒ No

Policy Committee Recommendation:

n/a

Recommendation:

Approval of the 2025-27 Memorandum of Agreement with University of Minnesota-Extension

Background (*Including Budget Impact*):

The Association of Minnesota Counties Extension subcommittee drafted and recommended approval of the 2025-27 agreement between the Regents of the University of Minnesota and Minnesota counties. Under the terms of the agreement, Extension will provide local programming for counties, and in return counties will pay for the full cost of employing Extension staff. The agreement would be in effect from Jan. 1, 2025, until Dec. 31, 2027. The funds counties pay cover employees' salary, benefits and other direct costs such as travel (mileage, meals, and lodging) and training. During the next three years (2025-2027), on average, funds received from counties will be used as follows: on average, salaries and fringe (95%), and other direct expenses (5%).

The Steele County Extension Committee has provided a budget recommendation to the County Board to approve the 2025-27 agreement with the same staffing level as 2024.

Attachments:

2025-27 Memorandum of Agreement with Steele County and University of Minnesota-Extension

Agreement
Between the Regents of the University of Minnesota
And
Steele County, Minnesota
For providing Extension programs locally and
employing Extension Staff

This Agreement (“Agreement”) between the County of Steele, Minnesota (“County”) and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University’s state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and the

grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:	Steele County Administration 630 Florence Avenue Owatonna MN 55060
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If to University:	University of Minnesota Minnesota Extension Attn: Dean Beverly R. Durgan 240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108 E-mail: mnext@umn.edu
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11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

– Signature Page Follows –

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

County of Steele

BY _____
Chair, County Board of Commissioners

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

Regents of the University of Minnesota

BY _____
Dean, University of Minnesota Extension

DATE _____

Agreement between the Regents of the University of Minnesota through its Extension and Steele County, Minnesota

Exhibit A: Extension Programs and Positions Supported by the County

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

Table A: Programs

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
Extension Educator, Youth Development	2.0	\$200,000	2.0	\$206,000	2.0	\$212,200
Extension Educator, Agricultural and Natural Resources	0.5	\$50,000	0.5	\$51,500	0.5	\$53,050
Master Gardener Volunteer Program Coordinator	0.35	\$29,750	0.35	\$30,625	0.35	\$31,535
Total		\$279,750		\$288,125		\$296,785

Table B: Administrative Support Specialist

County agrees to provide the funds identified below to support a University-hired Administrative Support Specialist in the County Extension Office. The Administrative Support Specialist is a bargaining unit employee, paid hourly. Full-time is 40 hours per week or 2080 hours per year. Unless otherwise specified, hours of work will be divided equally across 52 weeks. Package price includes salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Administrative Support	2025		2026		2027	
	Hours	Price	Hours	Price	Hours	Price
University-hired Administrative Support Specialist – 5 Weeks X 1.0 FTE; 47 weeks X 0.5 FTE	1140	\$41,106	1140	\$42,340	1140	\$43,610
Total		\$41,106		\$42,340		\$43,610

Table C: Short-term Temporary Casual Program Staff (e.g. College Intern; Summer Coordinator)

County agrees to provide the funds identified below to support University-hired short-term temporary casual program staff. Salary and fringe vary by classification and experience. Unless otherwise noted,

the University has the flexibility to hire individuals into the classification that matches the employee's qualifications and best serves the county Program needs. Funds provided will be used to cover salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Casual Program Staff	2025 Total Funds	2026 Total Funds	2027 Total Funds
Temp-Casual Staff, Youth Development	\$25,350	\$26,110	\$26,891
Total	\$25,350	\$26,110	\$26,891

- Budget calculation based upon 400 hours summer intern and 668 hours coordinator. Summer staffing plan to be adjusted annual based upon staff availability and budget allotment.

Agreement between the Regents of the University of Minnesota through its Extension and Steele County, Minnesota

Exhibit B: Program Deliverables

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

4-H Youth Development:

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

Agriculture, Food and Natural Resources:

1. Extension educators will provide customized, research-based resources and education to meet identified County needs.
2. Extension educators will provide agricultural, horticultural, and natural resource adult education that is reliable and practical, using a variety of delivery methods/platforms.
3. Extension educators will provide technical assistance (phone, online, in-person) for homeowners and farmers.
4. Extension Master Gardener Volunteer Program coordinators will guide county volunteers in volunteer recruitment, training, and program delivery, with a focus on sharing research-based horticultural knowledge and practices, cultivating diverse collaborations, supporting project-based volunteer activities and inspiring change.
5. Extension educators and program coordinators will discuss county needs and share program goals, impact reports, calendar of events, newsletters, and other communications with the County Extension Committee and other stakeholders.

Family, Health and Wellbeing:

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.
2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

Community Development:

1. Extension Educators will work with community leaders, including the County Extension Committee, to engage different segments of the community to understand and assess the issues affecting their community and its development.
2. Extension Educators will facilitate the development of an annual community development action plan that guides educational programming and applied research for the county on an annual basis and contributes to the development of a core \set of community development resources for the county.
3. Extension Educators will facilitate and support access to community development educational programming in the county such as programs in leadership development, tourism, entrepreneurship, workforce development, placemaking, and others tailored to the needs of the county.
4. Extension Educators will coordinate applied research programs that examine issues of community and economic development that help community leaders better understand these issues and inform actionable responses.
5. Extension Educators will evaluate the short and long-term impacts of community development programming in the county and share this information with the County Extension Committee and other stakeholders.

Agreement between the Regents of the University of Minnesota through its Extension And Steele County, Minnesota

Exhibit C: University Recommendations

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

1. Technology recommendations for Extension employees located in county Extension offices

- Hardware: Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
 - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- Software: Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
 - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
 - Microsoft Office is used to create documents, spreadsheets, and presentations.
 - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
 - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- Website Access:
 - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- Social Media Access
 - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

2. Recommendations for time and responsibilities of county-hired administrative support specialists

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.
- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

Example Position Description Extension Administrative Support Specialist

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

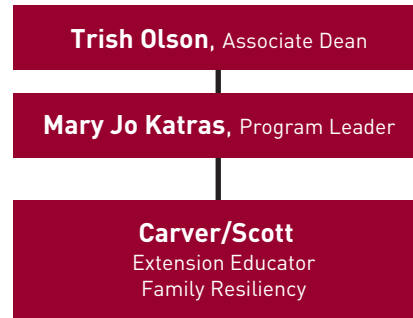
County Program Support

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

Office and General Administration

- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

Family, Health & Wellbeing

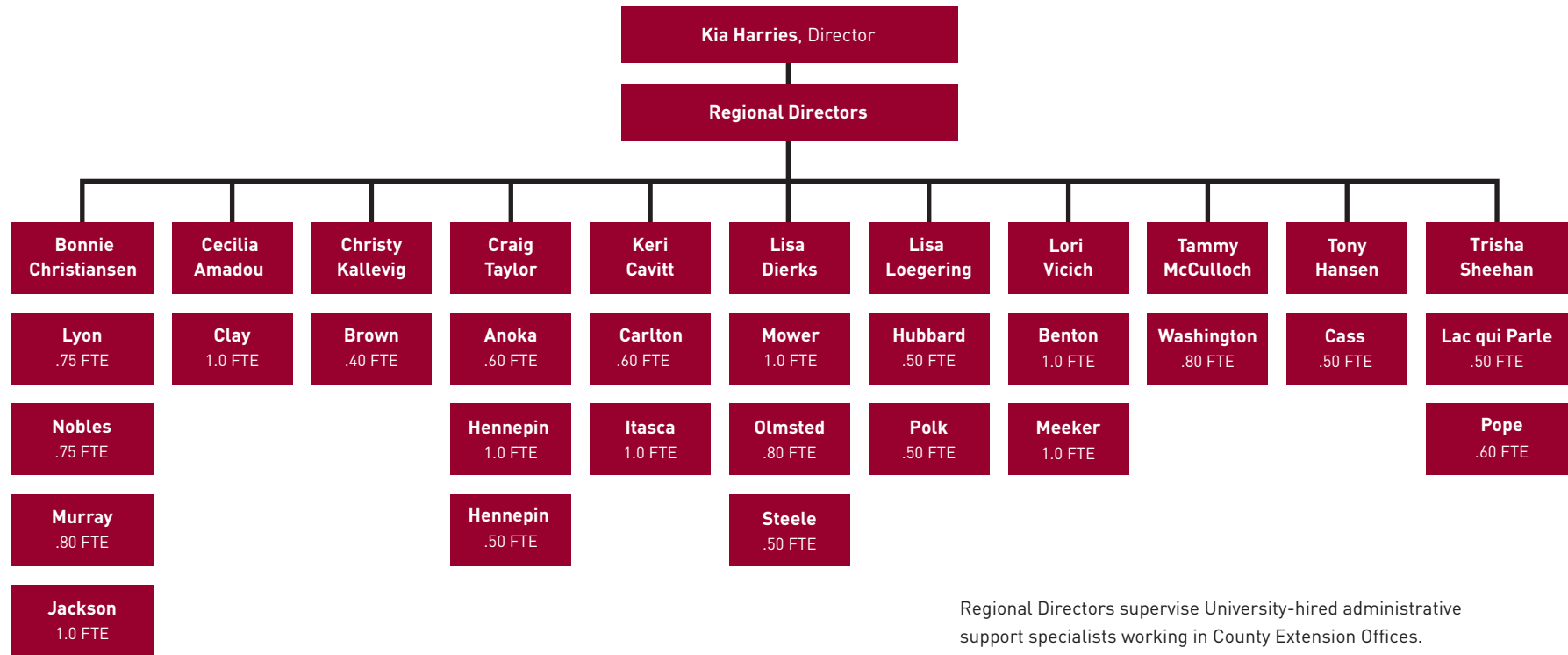


Department of Youth Development

Jennifer Skuza
Associate Dean

Leah Larson Program Leader Central Region	Jan Derdowski Program Leader Northeast Region	Kari Robideau Program Leader Northwest Region	Kristen Hurley Program Leader Southeast Region	Nancy Hegland Program Leader Southwest Region
Anoka	Cook	Kittson	Goodhue	Martin
Carver	Lake	Roseau	Wabasha	Watonwan
Chisago	St. Louis	Lake of the Woods	Winona	Jackson
Scott	Carlton	Marshall	Houston	Cottonwood
Dakota	Pine	Polk	Fillmore	Redwood
Hennepin	Mille Lacs	Pennington	Olmsted	Renville
Washington	Kanabec	Red Lake	Dodge	Kandiyohi
Stearns	Morrison	Clearwater	Mower	Swift
Benton	Todd	Hubbard	Steele	Pope
Sherburne	Crow Wing	Wadena	Freeborn	Stevens
Isanti	Aitkin	Becker	Rice	Big Stone
Wright	Cass	Otter Tail	LeSueur	Lac Qui Parle
McLeod	Itasca	Douglas	Blue Earth	Yellow Medicine
Ramsey	Koochiching	Grant	Waseca	Lincoln
Meeker	Beltrami	Traverse	Faribault	Lyon
		Wilkin	Sibley	Pipestone
		Clay	Nicollet	Murray
		Becker	Blue Earth	Rock
		Mahnomen	Brown	Nobles
		Norman		Chippewa

Statewide Operations



Department of Agricultural and Natural Resource Systems

Mike Schmitt
Associate Dean

Tim Kenny
State Director
Master Gardener Program

Nathan Winter
Program Leader

Sarah Chur
Program Leader

Diane Greiwe
Volunteer Manager
Statewide Master
Gardener Program

Extension Educators

Extension Educators

Program Coordinators

Carlton Ag & NR 1.0 FTE	Carver/Scott Ag Production 1.0 FTE	Dakota NR 1.0 FTE
Douglas Horticulture .85 FTE	Fillmore/Houston AP, Hort, NR 1.0 FTE	Meeker/McLeod/ Wright Crops 1.0 FTE
Meeker/McLeod/ Wright Hort 1.0 FTE	Meeker/McLeod/ Wright Livest 1.0 FTE	Nicollet/Sibley Ag Production 1.0 FTE
Olmsted Ag & Hort .75 FTE	Pine/Isanti AP, Hort, NR 1.0 FTE	Pipestone/Murray Ag Production 1.0 FTE
St Louis Ag & NR 1.0 FTE	St Louis Agriculture .75 FTE	Todd Livestock .75 FTE

Blue Earth/LeSueur Ag Production 1.0 FTE	Clay Horticulture .8 FTE
Cook Hea & Res Com 1.0 FTE	Hennepin Ur Ag & SF 1.0 FTE
Hubbard Healthy Comm .35 FTE	Otter Tail Ag & Hort 1.0 FTE
Polk/Norman Ag Production 1.0 FTE	Rice/Steele Ag Production 1.0 FTE
Stearns/Benton/ Morrison/Sherburne Crops 1.0 FTE	Stearns/Benton/ Morrison/Sherburne Hort 1.0 FTE
Stearns/Benton/ Morrison/Sherburne Livestock 1.0 FTE	Stearns/Benton/ Morrison/Sherburne SM, Local Foods 1.0 FTE

Anoka .75 FTE	Carver/Scott .8 FTE
Chisago Temp Casual	Crow Wing .5 FTE
Hennepin 1.0 FTE	Hennepin 1.0 FTE
Ramsey 1.0 FTE	Rice/Steele .4 FTE
Washington .75 FTE	



UNIVERSITY OF MINNESOTA
EXTENSION



Steele County Agenda Item

Request for Board Action

Subject: Dangerous & Potentially Dangerous Dog Ordinance # 38 - Amended and Restated

Department: Administration Office

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: October 8, 2024

Board Meeting Date: October 22, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

n/a

Recommendation:

Approve the Amended and Restated Dangerous & Potentially Dangerous Dog Ordinance # 38

Hold a Public Hearing on October 22, 2024 at 5:15 p.m. to receive testimony from all interested parties on the attached ordinance.

Background (*Including Budget Impact*):

Steele County passed a Dangerous & Potentially Dangerous dog ordinance in June of 2014. Ten years later, staff reviewed the Minnesota Statutes Section 347.50, subdivision 8 and Minnesota Statutes Section 347.53 which authorizes counties to establish a procedure by which a dog may be declared dangerous or potentially dangerous, to validate compliancy and make any changes as needed.

After review by Administration, Sheriff's Department and the County Attorney, attached is the amended and restated Dangerous & Potentially Dangerous Dog Ordinance # 38 which clarifies definitions and responsibilities related to the enforcement and prosecution of the Dangerous & Potentially Dangerous Dog Ordinance.

Attachments:

Amended and Restated Dangerous & Potentially Dangerous Dog Ordinance # 38

ORDINANCE NO. 38
Amended & Restated Dangerous & Potentially Dangerous Dogs

Section 1: Purpose

Section 2: Scope

Section 3: Definitions

Section 4: Prohibitions

Section 5: Criminal Penalty

Section 6: Enforcement Procedures

Section 7: Authority

Section 8: Designation of a Dangerous Dog or a Potentially Dangerous Dog

- 8.1. Designation
- 8.2. Notification
- 8.3. Impound
- 8.4. Proof of rabies

Section 9: Potentially Dangerous Dogs; Required Registration & Regulations

- 9.1. Registration
- 9.2. Regulations

Section 10: Dangerous Dogs; Required Registration & Regulations

- 10.1 Registration
- 10.2 Regulations
- 10.3 Warning Symbol
- 10.4 Warning Tag

Section 11: Review of Designation

Section 12: Hearing (Appeal)

- 12.1. The owners right to request a hearing
- 12.2. Appointment of a hearing officer
- 12.3. Pending a hearing
- 12.4. Timeframe of a hearing
- 12.5. Decision
- 12.6. Effect of Determination Pursuant to Minn. Stat. § 347.541, subd. 4,

Section 13: County/City Park Restrictions

Section 14: Seizure

Section 15: Reclaimed

- 15.2 Reclaimed impounding and boarding fees
- 15.3 Not reclaimed

Section 16: Destruction of Dogs in Certain Circumstances

- 16.1 Infliction of bodily harm or death.
- 16.2 Suffering and beyond cure.

Section 17: Subsequent offenses; seizure

Section 18: Owner of a dog without Rabies Vaccination - Minn. Stat. § 346.51

Section 19: Rabies / Quarantine & Management of an Animal that bites a human - Minn. Stat. § 1721.058

- 19.1 Confinement and observed
- 19.2 Rabies testing & euthanization
- 19.3 Confinement procedures
- 19.4 Reporting and testing

Section 20: Exemptions

ORDINANCE NO. 38
Amended and Restated Dangerous & Potentially Dangerous Dogs

Ordinance #38 was approved and implemented in June of 2014. On October 22, 2024, it was hereby repealed in its entirety and replaced with the following:

Section 1: Purpose

Minnesota Statutes Section 347.50, subdivision 8 and Minnesota Statutes Section 347.53 authorizes counties to establish a procedure by which a dog may be declared dangerous or potentially dangerous, including the right to appeal that designation. Pursuant to the authority granted it by Minnesota Statutes, the Board of Commissioners of Steele County prescribes the following procedures and enforcement regulations governing dangerous dog declarations.

Section 2: Scope

The provisions of this section apply to the unincorporated areas of Steele County.

Section 3: Definitions

- 3.1. **Animal Control Authority** is the Steele County Sheriff's Office located in Owatonna, Minnesota.
- 3.2. **Animal Control Officer** means the agency or person under contract with Steele County to provide animal control services.
- 3.3. **Custodian** - A person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of a dog, excluding veterinarians or kennel operators provided that the dogs are kept only temporarily on the premises and are owned by others.
- 3.4. **Dog** - Any animal in whole or in part of the species *Canis familiaris*.
- 3.5. **Dangerous Dog** means any dog that:
 - 3.5.1. without provocation, inflicts substantial bodily harm on a human being on public or private property;
 - 3.5.2. kills a domestic animal without provocation while off the owner's property; or
 - 3.5.3. been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.
- 3.6. **Great bodily harm** has the meaning given it under Minnesota Statute Section 609.02, subdivision 8 of bodily injury which creates a high probability of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

3.7. Kill or Kills:

3.7.1. To kill or kills shall mean the existence of a direct causal connection between the act of the attacking dog and the death of a person or other animal.

3.7.2. For domestic victim animals which are euthanized following such an attack, where kill or kills shall mean the death was the direct consequence of the attack and extensive veterinarian assistance would ultimately be futile and only temporarily prolong the life of the victim animal; and euthanasia merely hastened the inevitable death of the victim animal.

3.8. **Owner** means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of a dog. Any person keeping or harboring a dog for five (5) consecutive days shall, for the purpose of this ordinance in addition to the actual owner of such dog, be deemed to be the owner of thereof.

3.9. **Potentially Dangerous Dog** means any dog that:

3.9.1. when unprovoked, inflicts bites on a human or domestic animal on public or private property;

3.9.2. when unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or

3.9.3. has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

3.10. **Proper Enclosure** means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the dog from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

3.11. **Provocation** means an act that an adult could reasonably expect may cause a dog to attack or bite.

3.12. **Substantial bodily harm** has the meaning given it under Minnesota Statute Section 609.02, subdivision 7a of bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member.

- 3.13. **Unprovoked** means the condition in which the dog is not purposely excited, stimulated, agitated, or disturbed. It is a rebuttable presumption that any attack on a child fourteen years of age or younger for which a reasonable person connotes an intent to inflict bodily harm will be considered to be unprovoked unless the child is engaged in the commission of a crime or illegal activity, including activities classified under Minnesota Statute 343 as cruelty to animals.

Section 4: Prohibitions

- 4.1. It shall be unlawful for any person to own, possess, keep, harbor or have in one's possession a "Potentially Dangerous Dog" or "Dangerous Dog, " except as provided in this ordinance.
- 4.2. It shall be unlawful for any person to own, possess, keep, harbor or maintain a dog after having been ordered to relinquish or release a dog pursuant to the Order of a Hearing Officer, the County Board or the District Court, when able to do so or reasonably able to direct others to do so on the person's behalf.

Section 5: Criminal Penalty

- 5.1. The Owner of a dog declared Dangerous or Potentially Dangerous who fails to comply with the requirements of this Chapter shall be guilty of a misdemeanor, with penalties as provided under Minnesota law.
- 5.2. It is a misdemeanor to remove a microchip from a Dangerous or Potentially Dangerous dog; to fail to renew the registration of a Potentially Dangerous Dog or a Dangerous Dog; to fail to account for a Dangerous Dog's death, transfer of ownership, or removal from the jurisdiction; to sign false affidavit with respect to a Dangerous Dog's death, transfer of ownership, or removal from the jurisdiction; or to fail to disclose ownership of a Dangerous or Potentially Dangerous Dog to a property owner from whom the person rents property.

Section 6: Enforcement Procedures

Under M.S. 347.53, any statutory county may regulate dangerous and potentially dangerous dogs. Nothing in M.S. 347.50 to 347.565 limits any restrictions that local jurisdictions may place on owners of dangerous or potentially dangerous dogs, except that local jurisdictions may not adopt an ordinance regulating dangerous or potentially dangerous dogs based solely on the specific breed of the dog (M.S. 347.51, subd. 8).

Section 7: Authority

- 7.1. The County Board shall, from time to time, designate animal control officers and/or licensed peace officers to enforce the provisions of this ordinance and the State of Minnesota Dangerous Dog statute within Steele County. An animal control officer or licensed peace officer shall:
- 7.1.1. have the right to demand the exhibition of a dog;

- 7.1.2. be required to keep accurate records of the impoundment and disposition of all dogs within the custody of the County;
- 7.1.3. be required to investigate reported injuries from dogs and keep accurate records of such cases;
- 7.1.4. be required to keep accurate records of all money received and to comply with proper auditing and bookkeeping standards; and
- 7.1.5. perform enforcement duties as prescribed in MN Statute Chapter 347.
- 7.2. No person shall interfere with or hinder an animal control officer or licensed peace officer who is enforcing or attempting to enforce this ordinance or state law.
- 7.3. No person shall seek to release any dog in the custody of an animal control officer or licensed peace officer except as herein provided.
- 7.4. An animal control officer or other law enforcement official shall determine a dog is a potentially dangerous or dangerous dog if the officer believes, based upon the officer's professional judgment.

Section 8: Designation of a Dangerous Dog or a Potentially Dangerous Dog

- 8.1. The Animal Control Authority shall designate any dog as a dangerous dog (as stated in Sec 3.5) or a potentially dangerous dog (as stated in Sec 3.9) upon receiving evidence that the dog, when unprovoked, has bitten, attacked, or threatened the safety of a person or a domestic animal.
- 8.2. The Animal Control Officer will cause one Owner of the dog to be notified in writing that the dog is dangerous or potentially dangerous. The written notice will include:
 - 8.2.1. A description of the dog designated as a potentially dangerous dog;
 - 8.2.2. The date, time, place and persons or animals bitten, chased, attacked or threatened by the dog;
 - 8.2.3. The imposition of conditions determined to be necessary and reasonable to continue owning, maintaining, or harboring of a potentially dangerous dog;
 - 8.2.4. An advisory informing the Owner(s) that, within fourteen (14) days from the date of service, the owner may submit in writing to the Sheriff, a Notice of Intent to Appeal and Request for Hearing thus appealing the determination or the imposition of conditions to be met by the owner(s);
 - 8.2.5. An advisory informing the owner(s) that I, the Owner does not request a hearing by timely submitting a Notice of Intent to Appeal and request for a hearing within fourteen (14) days, the designation of "Potentially Dangerous

ous Dog” will stand and the Owner will be subject to all restrictions and conditions as set forth in the Notice of “Potentially Dangerous Dog” will stand and the owner will be subject to all restriction and conditions as set forth in the notice of potentially dangerous dog issued by a law enforcement officer, animal control officer or other authorized agent.

- 8.3. The Animal Control Officer may impound any dog determined to pose a threat to public safety pending a final dangerous dog designation.
- 8.4. The Animal Control Officer may quarantine any dog without proof of current rabies vaccination upon receiving evidence that the dog has bitten any person or domestic animal.

In addition to the regulations provided in Minn. Stat. § 347.50 to § 347.565, pursuant to Minn. Stat. § 347.53, owners of Potentially Dangerous Dogs and Dangerous Dogs are subject to the following regulations:

Section 9: Potentially Dangerous Dogs; Required Registration & Regulations

Potentially Dangerous Dogs shall be regulated under Minn. Stats. § 347.50 to § 347.565 in the same manner as if they were Dangerous Dogs except as otherwise provided in this section, will within fourteen (14) days of being served a declaration that a dog has been deemed a Potentially Dangerous Dog, will complete the required registration;

9.1. Required Registration:

- 9.1.1. Register the Potentially Dangerous Dog with the Animal Control Authority by completing, signing, and submitting a Certificate of Registration;
- 9.1.2. Provide proof of vaccinations (this includes rabies vaccination);
- 9.1.3. Payment of a registration fee and annual renewal payments for an additional 2 years. Fees are as found in the Steele County Fee Schedule. If after 3 years the owner can demonstrate there have been no further instances described as a dangerous or potentially dangerous dog, the Owner can petition the Animal Control Authority to no longer be subject to the registration and fee requirement. The Animal Control Authority will still maintain a record that the dog has the designation of Potentially Dangerous Dog thereafter;
- 9.1.4. Submit a certificate of liability insurance or surety bond: At the time of registration and as a condition of maintaining the dog in the owner’s care, the dog’s owner must provide public liability insurance, pre-paid, in full, in the minimum amount of five-hundred thousand dollars (\$50,000) per person and one million (\$300,000) per incident, payable to any person or persons injured by the potentially dangerous dog; or provide proof of a policy of liability insurance issued by an insurance company authorize to conduct business in the state of Minnesota in the amount of a least fifty thousand

dollars (\$50,000) per person and three hundred thousand (\$300,000) per incident insuring the owner for any personal injuries inflicted by the dangerous dog.

9.1.5. Implanting of a microchip: The Owner must as soon as reasonably possible, but no later than fourteen (14) days after the confirmation of the Potentially Dangerous Dog designation, have the dog microchipped with an approved device, as defined by this ordinance. If the dog has been seized, the Owner must arrange for the dog to be microchipped before or at the time of release from custody of the Animal Control Authority. The name of the microchip manufacturer and identification number of the microchip must be provided to the animal control authority. If the microchip is not implanted by the Owner, it may be implanted by a qualified veterinarian under the direction of the animal control officer. In either case, all costs related to implantation of the microchip must be borne by the dog's Owner.

9.1.6. Sterilize the Potentially Dangerous Dog, within thirty (30) days, if the Animal Control Authority determines it is necessary and in the interest of public safety. If determined necessary and the Owner does not have the animal sterilized within thirty (30) days, the Animal Control Authority shall seize the dog and have it sterilized at the Owner's expense;

9.2. Regulations

When on the Owner's premises the dog must be kept within the proper enclosure. When outside the proper enclosure, the Potentially Dangerous Dog must be kept on a leash accompanied by its Owner and muzzled if the dog was declared to be potentially dangerous because it inflicted bites on a person or domestic animal on public property other than the Owner's property.

Section 10: Dangerous Dogs; Required Registration & Regulations

The owner of a Dangerous Dog will within fourteen (14) days of a declaration that a dog has been deemed a dangerous dog, will complete the required registration;

10.1. Required Registration:

10.1.1. Register the Dangerous Dog with the Animal Control Authority by completing, signing, and submitting a Certificate of Registration;

10.1.2. Provide proof of vaccinations (this includes rabies vaccination);

10.1.3. Payment of a registration fee and payment of an annual fee each year thereafter. Fees are as found in the Steele County Fee Schedule.

10.1.4. Submit a certificate of liability insurance or surety bond: At the time of registration and as a condition of maintaining the dog in the owner's care, the dog's owner must provide public liability insurance, pre-paid, in full, in the minimum amount of fifty thousand dollars (\$50,000) per person and three hundred thousand (\$300,000) per incident, payable to

any person or persons injured by the Dangerous Dog; or provide proof of a policy of liability insurance issued by an insurance company authorize to conduct business in the state of Minnesota in the amount of a least fifty thousand dollars (\$50,000) per person and three hundred thousand (\$300,000) per incident insuring the owner for any personal injuries inflicted by the dangerous dog.

- 10.1.5. Implanting of a microchip: The Owner must as soon as reasonably possible, but no later than fourteen (14) days after the designation of confirmation of the Dangerous Dog designation, have the dog microchipped with an approved device, as defined by this ordinance. If the dog has been seized, the Owner must arrange for the dog to be microchipped before or at the time of release from custody of the Animal Control Authority. The name of the microchip manufacturer and identification number of the microchip must be provided to the Animal Control Authority. If the microchip is not implanted by the Owner, it may be implanted by a qualified veterinarian under the direction of the Animal Control Authority. In either case, all costs related to implantation of the microchip must be borne by the dog's Owner.
- 10.1.6. Animal tag with the uniform dangerous animal symbol to be affixed to the dog's collar at all times; and
- 10.1.7. Provide proof of the sterilization of the dog within thirty (30) days of the designation of the dog as a Dangerous Dog. If the Owner does not have the animal sterilized within thirty (30) days, the Animal Control Authority shall seize the dog and have it sterilized at the Owner's expense.

10.2. Regulations

- 10.2.1. The Owner of a Dangerous Dog shall keep the dog in a proper enclosure while on the Owner's property. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.
- 10.2.2. Shall renew the registration of the dog annually until the dog is deceased.
- 10.2.3. Death, residence or change of residence:
 - 10.2.3.1. The registered Owner must notify the Animal Control Authority in writing of the death of the dog or its transfer to a new location where the dog will reside within thirty (30) days of the death or transfer, and must, if requested by the animal control authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name,

address, and telephone number of the person to whom the dog has been transferred or the address where the dog has been relocated.

10.2.3.2. If the dog is removed from the jurisdiction, it must be registered as a Dangerous Dog in its new jurisdiction;

10.2.3.3. The owner who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

10.2.3.4. The Owner who transfers ownership of a dangerous dog must notify the new owner that the Animal Control Authority has identified the dog as dangerous. The current Owner must also notify the Animal Control Authority in writing of the transfer of ownership and provide the Animal Control Authority with the new owner's name, address, and telephone number.

10.3. **Warning Symbol:** For each Certificate of Registration granted to an owner for a dangerous dog, Steele County shall provide for posting on the owner's property, a warning symbol to inform the public that there is a dangerous dog on the property. The warning symbol is to be designed by and ordered from the Commissioner of Public Safety of the State of Minnesota and shall be posted and clearly visible on the owner's property. The county may charge the registrant a reasonable fee to cover its administrative costs and the cost of the warning symbol.

10.4. **Warning Tag:** A dangerous dog registered under this section must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol affixed to the dog's collar at all times. Steele County shall use the tag with the symbol designed and approved by the Commissioner of Public Safety in the State of Minnesota. The county may charge the registrant the cost of the warning tag.

Section 11: Review of Designation

Beginning one year after a dog is declared a dangerous dog, an owner may request annually that the animal control officer reviews the designation. The owner may provide evidence that the dog's behavior has changed due to the dog's age, sterilization, environment, completion of obedient training, or other factors. If the County finds sufficient evidence that the dog's behavior has changed, the Sheriff's Office may rescind the dangerous dog designation with the option to deem the dog potentially dangerous and set other conditions in place as deemed warranted by the animal control officer. If the dog's designation is changed to a Potentially Dangerous Dog, the requirements of Section 9 will apply thereafter.

Section 12: Hearing (Appeal)

12.1. The Owner of a dog who has been given Notice (as discussed in Section 8 above) by the Animal Control Authority that the dog has been declared to be a

Dangerous Dog or a Potentially Dangerous Dog has the right to request a hearing on the validity of the declaration by completing a Request for Appeal Form within fourteen (14) days of the date of Notice and delivering the form together with the fee for the appeal hearing to the Animal Control Authority at the Steele County Sheriff's Office in Owatonna, Minnesota to the attention of the County Sheriff. Fees are as found in the Steele County Fee Schedule. The failure to file the Request for Appeal within the fourteen (14) days extinguishes the right to a hearing and the designation of the dog as a Dangerous Dog or Potentially Dangerous Dog shall be final. The owner shall be subject to all restrictions and regulations as set forth in the Notice.

12.2. The Animal Control Authority shall appoint a hearing officer who must be an impartial employee of the local government, or an impartial person retained by the local government to conduct the hearing.

12.3. Pending such hearing the owner shall:

12.3.1. keep the dog properly confined in a proper enclosure;

12.3.2. keep the dog muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person if the dog is outside the enclosure; and

12.3.3. notify the Animal Control Authority of the removal of a dog(s) to a new location.

12.4. The hearing shall be held within fourteen (14) days of the owner's request and be limited to one hour to determine the validity of the declaration of the dog as a Dangerous Dog or Potentially Dangerous Dog. After considering all evidence pertaining to the dog, the hearing officer shall render its decision and order as it deems proper, including but not limited to:

12.4.1. finding that the dog is not a Potentially Dangerous Dog or a Dangerous Dog; or

12.4.2. finding that the dog is a Potentially Dangerous Dog, or a Dangerous Dog and that the owner shall comply with the requirements of this Ordinance; and

12.4.3. if necessary and in the interest of public safety, order the Animal Control Authority to take the dog into custody, if the dog is not currently in custody. Upon such order any person who fails or refuses to release the dog to the Animal Control Authority shall be guilty of a misdemeanor.

12.5. The hearing officer shall issue its written decision within ten (10) days after the hearing which shall be delivered to the Owner by hand delivery or certified mail and a copy will be sent to the Animal Control Authority.

12.6. Effect of Determination Pursuant to Minn. Stat. § 347.541, subd. 4, if the designation of the dog as a Dangerous Dog or Potentially Dangerous Dog is upheld by the hearing officer the actual expenses of the hearing up to a maximum of \$1,000.00 shall be the responsibility of the dog's owner.

12.6.1. The Sheriff's Office shall keep a record of the determination. The determination of potentially dangerous dog may be used as evidence in any subsequent proceeding for a dangerous dog determination pursuant to Section 7.1 of this ordinance and/or MN State Statute 347.50 Subd. 1(3).

12.6.2. Authority to order euthanization. The hearing officer, upon finding that a dog is dangerous hereunder, is authorized to order, as part of the disposition of the case, that the dog be euthanized based on a written order containing findings of fact establishing that each of the following criteria are present.

12.6.2.1. The dog is dangerous, as demonstrated by a vicious attack, an unprovoked attack, an attack without warning, or multiple attacks;

12.6.2.2. The Owner of the dog has demonstrated an inability or unwillingness to sufficiently control the dog in order to prevent injury to persons or other animals; and

12.6.2.3. The Owner cannot, will not, does not, or otherwise refused to provide proof of the liability insurance for the dog as required.

Section 13: County/City Park Restrictions

No person shall allow a dog that has been declared Dangerous or Potentially Dangerous in County/City Parks, including the dog park, or on the County/City trails, unless the dog is muzzled and restrained by a substantial chain or leash and is under the physical restraint of a responsible person or risk seizure of the animal.

Section 14: Seizure

14.1. Pursuant to Minn. Stat. 347.54, the Animal Control Authority may immediately seize any Potentially Dangerous Dog or Dangerous Dog where:

14.1.1. after fourteen (14) days after the owner has notice that the dog is a Potentially Dangerous Dog or Dangerous Dog, the dog is not validly registered under Minn. Stat. § 347.51; or

14.1.2. after fourteen (14) days after the owner has notice that the dog is a Potentially Dangerous Dog or a Dangerous Dog, the owner does not secure the proper liability insurance or surety coverage as required under Minn. Stat. § 347.51, subd.2; or

- 14.1.3. the Potentially Dangerous Dog or Dangerous Dog is not maintained in the proper enclosure; or
- 14.1.4. the Potentially Dangerous Dog or Dangerous Dog is outside the proper enclosure and not under physical restraint of a responsible person as required under Minn. Stat. § 347.52; or
- 14.1.5. the Dangerous Dog is not sterilized within thirty (30) days, pursuant to Minn. Stat. § 347.52, paragraph (d); or
- 14.1.6. the Potentially Dangerous Dog is not sterilized if the hearing officer orders that such sterilization is necessary and in the interest of public safety.

Section 15: Reclaimed

- 15.1. A dangerous dog seized under Minn. Stat. § 347.524 subdivision 1, may be reclaimed by the Owner of the dog upon payment of impounding and boarding fees, and presenting proof to the appropriate animal control authority that the requirements of sections 347.51 and 347.52 will be met.
- 15.2. A dog not reclaimed under this subdivision within seven (7) days may be disposed of in a manner permitted by law, and the Owner is liable to the animal control authority for costs incurred in confining and disposing of the dog.

Section 16: Destruction of Dogs in Certain Circumstances

- 16.1. Infliction of bodily harm or death.

A dog that inflicted death or substantial or great bodily harm on a human being on public or private property without provocation may be destroyed in a proper and humane manner by law enforcement or by the Animal Control Authority. The dog may not be destroyed until there has been reasonable effort to notify the Owner consistent with the procedures set forth in Section 8.2 and the dog Owner is provided the opportunity for a hearing before the hearing officer, as set forth in Section 12.
- 16.2. Suffering and beyond cure.

Notwithstanding any other provision of this Ordinance, any dog taken into custody may be immediately disposed of when the dog is suffering and is believed to be beyond cure through reasonable care and treatment upon a written determination by a license Doctor of Veterinary Medicine.

Section 17: Subsequent offenses; seizure

If a person has been convicted of a misdemeanor for violating a provision of section 347.51, 347.515, or 347.52, and the person is charged with a subsequent violation relating to the same dog, the dog must be seized by the animal control authority having jurisdiction. If the owner is convicted of the crime for which the dog was seized, the court shall order that the dog be destroyed in a proper and humane manner and the owner pay the cost of confining and destroying the animal. If the owner is not convict-

ed and the dog is not reclaimed by the owner within seven days after the owner has been notified that the dog may be reclaimed, the dog may be disposed of in a manner permitted by law.

Section 18: Owner of a dog without Rabies Vaccination - Minn. Stat. § 346.51

An Owner or custodian of a dog which does not have an appropriate anti rabies vaccination and which bites or otherwise exposes a person to rabies virus may be penalized under section 346.53.

Section 19: Rabies / Quarantine & Management of an Animal that bites a human - Minn. Stat. § 1721.058

19.1. A dog that bites a human must be kept under confinement and observed for signs suggestive of rabies for ten days, or the animal must be euthanized and tested for rabies.

19.2. If requested by the Department of Health, a stray or impounded dog that bites a human may be euthanized and tested for rabies before the required five-day holding period as specified in part [1721.0520](#), subpart 10, or in Minnesota Statutes, section [346.47](#).

19.3. Confinement procedures:

19.3.1. An animal under confinement for rabies observation must be restricted in such a way that the animal can always be found and cannot wander away.

19.3.2. A dog that is currently vaccinated for rabies may be confined in the home or as directed by local authorities.

19.3.3. A dog, that is not currently vaccinated for rabies may be required by local authorities to be confined at a veterinary clinic or other secure location at the owner's expense.

19.4. Reporting and testing:

19.4.1. Any illness in an animal that is under confinement and observation for rabies established under this part must be reported to the Department of Health.

19.4.2. If the animal shows signs suggestive of rabies, it must be euthanized and tested for rabies.

19.4.3. An animal that dies or is euthanized during the confinement period must be tested for rabies.

Section 20: Exemptions

20.1. The provisions of this section do not apply to police K-9 dogs used by law enforcement officials for police work.

20.2. Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person:

20.2.1. who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;

- 20.2.2. who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or
- 20.2.3. who was committing or attempting to commit a crime.

Section 21: Effective Date

This Ordinance shall be in full force and effect from and after its passage and publication.

- Original Date: June 2014
- Amended and Restated as of October 22, 2024 - Draft

Passed and adopted this _____ day of _____, 2024, with the following vote:

Aye _____; No _____; Absent; _____.

Approved and signed this _____ day of _____, 2024.

Steele County Board Chair

ATTEST:



Steele County Agenda Item

Informational

Subject: Housing Policy Discussion

Department: Administration Office

Committee: Choose an item.

Committee Meeting Date:

Work Session Date: October 8, 2024

Board Meeting Date: Enter a date.

Purpose: To begin discussion regarding the Board's vision and priorities related to supporting the housing needs of the county.

Background:

The County received money to support affordable housing projects in the county and to support homelessness initiatives. The affordable housing aid funds were transferred to the Steele County Housing Trust Fund, but without any policy direction from the Board as to what types of projects that Board wants to consider and its preferences regarding the form of funding (revolving loans, grants, etc.). The county still holds the aid money earmarked for addressing the homeless' housing needs. Before the Board considers any funding requests, I would like the Board to consider adopting a housing subsidy policy that states the Board's goals and priorities and its preferred funding mechanisms for affordable housing projects in the county and to define the purposes the board supports with regard to the homelessness aid.

Financial Impacts:

Budget information/impacts

Attachments:

Handouts will be provided at the meeting.