



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 22, 2024 AT 4:00 PM
County Boardroom, Steele County Administration Center

Agenda

1. Call to Order
2. Midco Presentation (p. 2)
3. United Way Presentation (p. 4)
4. Rice & Steele 911 Center Primary Site Relocation (p. 6)
5. Memorandum of Agreement with University of MN-Extension for 2025-27 (p. 14)
6. Dangerous Dog Ordinance (p. 30)
7. Safety Glass Installation (p. 42)
8. Housing Policy Discussion (if time allows) (p. 44)

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.

Greetings:

I am Rick Kroll, Fixed Wireless Optimization Manager at Midco. This morning I would like to simply introduce myself and provide more details of what Midco has been doing to provide reliable, high-speed internet to the residents of Steele county.

Midco currently has deployed equipment on 3 locations, which serves over 11,000 households in the county, and we also have equipment on 5 other locations, outside the county, that help serve portions of Steele County. Locations were identified to help serve certain census blocks that were considered unserved or underserved from the Connect America Fund. We have offer speeds up to 100 x 20 Mbps and in some cases can deploy equipment with speeds around 400 - 500 Mbps.

In the handouts provided, you can see a map of the areas that we have our service installed and how much of the county we have currently covered.

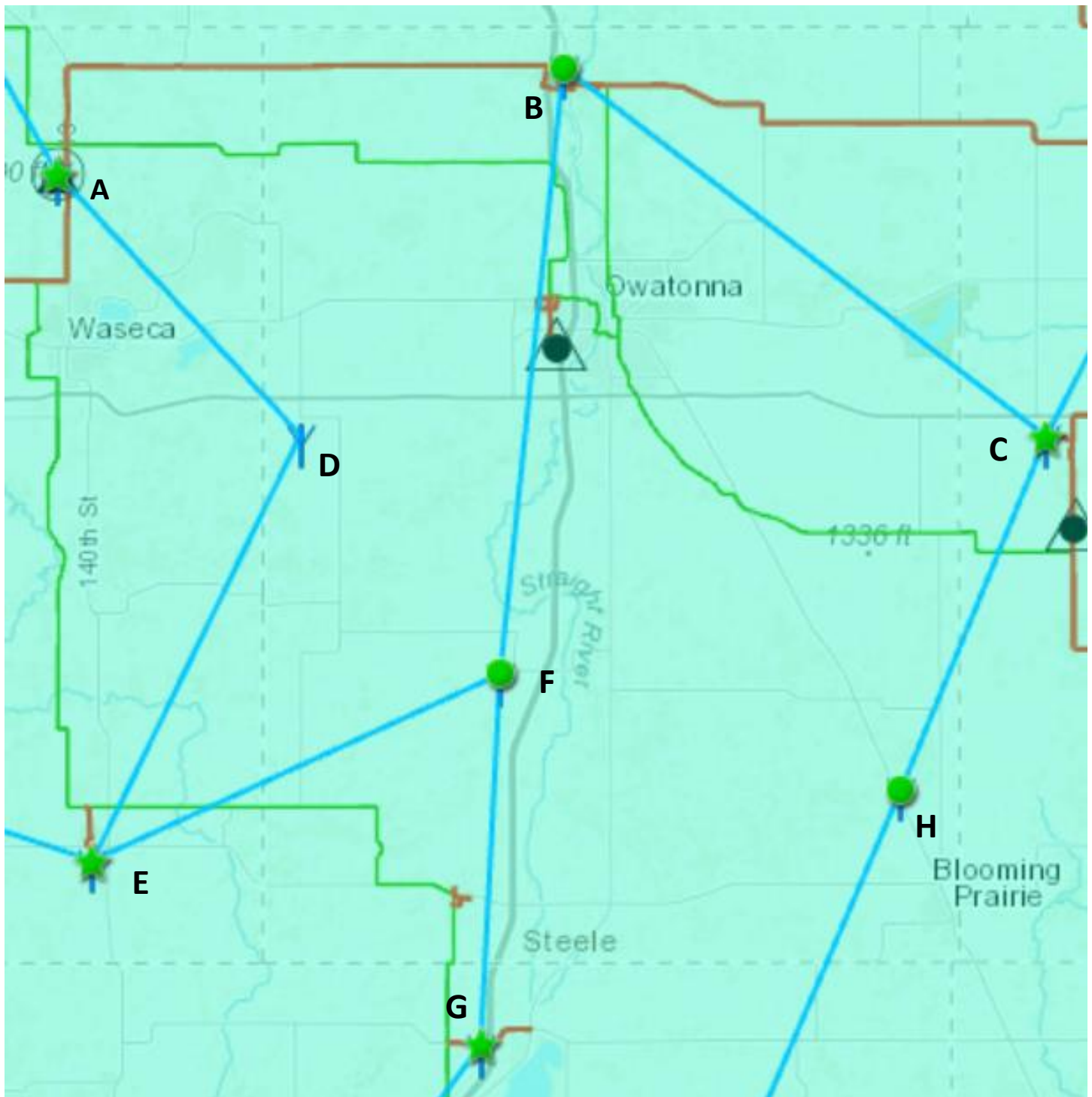
We are looking to increase awareness to other residents of the county and become more well known as another broadband option to consider.

I come before you today in part for guidance, but also to begin building a relationship to better inform others of another option available to them:

- If you are contacted by any residents, within each of your districts, that is looking for better internet connectivity, please communicate to them that Midco is an option for them to consider.
- If the county has an economic development association or broadband committees', we would be interested in working with them.
- And lastly... if there are any community events that you recommend that would be beneficial for us to participate in to bring awareness to Midco, we would certainly appreciate that.

You know your districts better than anyone and my goal is to partner with you to best serve the county. We are focused on customer service and doing the right thing. It is our aim to bridge the digital divide, enhance education opportunities, stimulate local economic growth and improve the overall quality of life for your residents.

Thank you for your time.



	Steele County	A. K2 Waseca B. Medford Vertical Bridge C. Fitzgerald ATC D. KOWZ Radio	E. K2 New Richland Tower F. Hope – Crystal Valley Coop G. Geneva MNDOT H. Blooming Prairie ATC
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UPLIFT Guide

Learn

Meet in person to learn about youth to create an individualized ,interactive program tailored to address unique needs .

Check and Connect

Provide Real Time Interactive Support
Connect via Text , Call , Email , Mail and In Person

Focus

Skill Training Check and Connect

- Emotional Understanding
- Managing Intense Emotions
- Fostering Cooperation
- Starting Conversations
- Showing Respect for others

Discuss

Engage in discussions with youth and family about obstacles or barriers family my encounters .

Monitor Progress

Follow up with youth, caregivers, providers, and schools to ensure youth are supported.



United Way of Steele County Pilot Program

Discover

What happens when you show up?



Youth Support Coordinator
Pearl Rendon Cell 507-363-9161

1850 Ausitn Rd suite 103
Owatonna MN 55060
office 507-455-1180
www.unitedwaysteelecounty.org



U.P.L.I.F.T

UNITED PARTNERSHIP FOR
LEADERSHIP, INSPIRATION, FOCUS,
AND TRANSFORMATION



United Way
of Steele County

Engaging Communities
Connecting People

4 of 44



”

Empowering Young Minds to engage in attendance.

UPLIFT Purpose Statement

Through compassionate inquiry, we aim to uncover the challenges caregivers face in ensuring their youth's regular school attendance. Our program will tailor interactions to be non-traditional, interactive, and enjoyable, with a strong focus on each youth's aspirations and dreams.



U.P.L.I.F.T.

By implementing UPLIFT, schools can take a proactive approach to addressing truancy and promoting educational engagement, ultimately helping students reach their full potential.

UPLIFT GOALS

Improve Family,
School and
Community
Relationships

Increase Youth
Engagement in
Attendance

Increase Feeling
of Belonging

Increase Youth
Achievement

U.P.L.I.F.T. Outcomes

- Families find value in the program and utilize it.
- Youth in the program improve their attendance.
- Youth in the program are on track for graduation.
- Youth and families referred to other programs are provided those services.



By focusing on building trust, understanding family needs, and providing tailored support, UPLIFT can create a strong partnership between home, school, and community to support student success.

This is a referral based program. Referrals must be made by the student's school. If you are interested in participating in this program, please reach out to your school's Administration.



Steele County Agenda Item

Request for Board Action

Subject: Rice & Steele 911 Center Primary Site Relocation

Department: Other

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: Enter a date.

Board Meeting Date: October 22, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☒ Yes ☐ No

Policy Committee Recommendation:

The Rice & Steele 911 Center Joint Powers Board has unanimously voted to recommend relocating and renovating the center's primary operations to the former Law Enforcement Center in Faribault, MN. This proposal, pending approval by the full county boards of Rice and Steele counties, aims to enhance the infrastructure and capabilities of the 911 center. The move to the upgraded facility would likely improve emergency response services, offering state-of-the-art resources and technology to better serve the public safety needs of the community.

Recommendation:

Vote to approve location and funding

Background (*Including Budget Impact*):

For over three years, the Rice & Steele 911 Center Joint Powers Board has been deliberating on the renovation, expansion, or potential relocation of the primary dispatch center. As part of this process, the Board commissioned feasibility studies from WOLD and PSC Alliance, which evaluated two potential sites. Both locations were identified as needing additional dispatch floor space to address current issues related to inadequate space and outdated equipment. Furthermore, discussions have included the possibility of expanding services to other counties—an option that is not viable under our current conditions.

At the September 2024 Rice & Steele 911 Center Joint Powers Board meeting, the Commissioners directed us to develop and present funding options at the October meeting.

On October 7th, following extensive discussions, the Joint Powers Board voted to recommend the Rice County location for the Rice & Steele 911 Center. The decision was based on the site's current availability, space, layout, and potential for future expansion. This recommendation stemmed from a review of four separate funding options presented to the Joint Powers Board.

While the total project cost and Rice County's deferred maintenance funding remained consistent across all options, the funding formulas differed. In the first two options, Rice County would initially fund the building infrastructure, with the costs being reimbursed through amortized lease payments. The last two options proposed splitting the costs equally between the two counties, without amortization. The concept behind amortization was that if another county joined the Rice & Steele 911 Center in the future, they would contribute to the infrastructure costs.

The Board favored the first two options, aiming to potentially share future costs with any counties that may join. They ultimately narrowed their decision to Option 1 and Option 2, with the primary difference being the funding formula between Rice and Steele counties.

Option 1 maintained the current formula, where Rice County covers 64.2% of the cost and Steele County 35.8%. Option 2 proposed a revised formula, with Rice County contributing 56.25% and Steele County 43.75%.

The Rice & Steele 911 Joint Powers Board voted unanimously to recommend Option 2, with the rationale behind these percentages detailed below.

Attached is a project estimate prepared by Contegrity Group for the renovation of the existing Rice County Law Enforcement Center (LEC), which will soon be vacated. The total project cost is estimated at \$2,846,840.87, with the breakdown as follows:

- **Rice County Responsibility (Deferred Maintenance):**
\$200,000
- **Building Infrastructure Costs (funded by Rice County, amortized through lease payments):**
\$786,334.74
- **Capital Investment for Rice & Steele Counties:**
This calculation is based on operational needs and call volume. To operate independently, Steele County would require three consoles, while Rice County would need four consoles, plus an additional console for backup shared between each county. Using this formula, Rice County's responsibility is 56.25%, and Steele County's responsibility is 43.75%, with the following cost distribution:
 - **Total Capital Investment:** \$1,878,506.13
 - Rice County: \$1,056,659.70
 - Steele County: \$821,846.43

Attachments:

Funding Options presented to Rice & Steele 911 Center Joint Powers Board

Conceptual Estimate from Contegrity Group (Option 2B)

Capital Technology breakdown

Preliminary Technology Capital Budget

Rev 4

Category	Option 1 Pearl Street RSC Combined	Option 2 Rice County LEC RSC Combined	Option 3 Rice County LEC Rice County Alone
Workstations	\$ 350,000	\$ 200,000	\$ 175,000
Radio Consoles	\$ 455,000	\$ 587,800	\$ 455,000
Telephone Call Processing	\$ 315,000	\$ 414,000	\$ 315,000
Audio Logging	\$ 35,000	\$ 95,000	\$ 200,000
CAD/RMS/Mapping	Incl	TBD	TBD
Fiber/Telecom Devices	\$ 15,000	\$ 15,000	\$ 5,000
Backup Radio Contol Stations	\$ 31,500	\$ 63,000	\$ 31,500
Time Synchronization	Incl	\$ 8,000	\$ 8,000
Service Entrance Enhancements	\$ 12,500	\$ 15,000	\$ 25,000
Microwave Radio	\$ -	\$ 105,000	\$ 120,000
DC Power	\$ -	\$ 8,500	\$ 16,000
Local Equipment Moves	\$ 125,000	N/A	N/A
Access Control/Premise CCTV	Div 28	Div 28	Div 28
Situational Video Awareness	Future	Future	Future
Other Software Licenses	TBD	TBD	TBD
Internal Networks	Incl	TBD	TBD
Contingency		\$ 80,000	\$ 135,000
Subtotal	\$ 1,339,000	\$ 1,591,300	\$ 1,485,500

9-Sep-24

email: jeff.nelson@psc Alliance.com
(612) 216-1502

Notes:

- 1) Option 2 assume 8 equipped workstations
- 2) Option 3 assumes 7 equipped workstation
- 3) All new equipment is assumed under Options 2 & 3.
(Some repurposing may be possible but venue determination will drive details)
- 4) 14 equipped positions for Options 1 & 2; 7 equipped positions under option 3
- 5) Existing radio consoles covered under Motorola Maint Agreement
- 6) Existing telephone call processing acquired; servers were physically split in geo-diverse locations in 2020 (Owatonna & Faribault PD)
- 7) Radio (Ancom) 2023 existing support contract at Pearl Street is \$11,849
- 8) Telephone (IES) 2023 existing support contract for Pearl Street is \$37,267



Rice & Steele 911 Center
204 East Pearl Street • Owatonna • MN • 55060
Business Office • 507.455.2810
ricesteele911@rsc-psap.org

Date:

October 7, 2024

Item of Business:

911 Upgrade & Location Decision

Background:

As this board has discussed over the past several years, the current space for dispatch operations is no longer adequate to meet our needs. Additionally, there have been discussions about expanding services to include other counties, which is not feasible under our current conditions. Several studies have been conducted, and we are now presenting what we believe to be the best option to the board.

Since our last Joint Powers Board meeting, the County Administrators and Finance Directors for both Rice and Steele Counties, along with myself, have convened to explore and develop funding options to present to this Joint Powers Board.

Fiscal Impact:

Attached is a spreadsheet that has been worked on by Contegrity Group with estimates to complete this project at the current Rice County LEC which will be vacated in the next month. This spreadsheet also lays out suggestions on who will be responsible for this project. The total project cost is estimated at \$2,846,840.87. Below are four funding options:

Option 1:

- Rice County Responsibility (Deferred Maintenance)
 - \$200,000
- Building Infrastructure Costs funded by Rice County but amortized through lease payments.
 - \$786,334.74
- Capital Investment for Rice & Steele Counties funded by current funding model which Rice County pays 64.2% and Steele County pays 35.8%.
 - Total - \$1,878,506.13
 - Rice County's Responsibility - \$1,206,000.94
 - Steele County's Responsibility - \$672,505.19

Option 2:

- Rice County Responsibility (Deferred Maintenance)
 - \$200,000
- Building Infrastructure Costs funded by Rice County but amortized through lease payments.
 - \$786,334.74
- Capital Investment for Rice & Steele Counties. This option takes in a thought process where this capital venture may be more fairly divided in a different manner. I looked at call

volume and CAD usage. I found that for Steele County to operate independently, they would require 3 consoles. I found that for Rice County to operate independently, they would need 4 consoles. I have one additional console for backup purposes which I will divide evenly between each county. This method shows that Rice County would be responsible for 56.25% and Steele County would be responsible for 43.75%.

- Total - \$1,878,506.13

- Rice County's Responsibility - \$1,056,659.70
- Steele County's Responsibility - \$821,846.43

Option 3:

- Rice County Responsibility (Deferred Maintenance)
 - \$200,000
- Building Infrastructure Costs amortized through lease payments removed.
- Capital Investment for Rice & Steele Counties funded by current funding model which Rice County pays 64.2% and Steele County pays 35.8%.
 - Total - \$2,664,840.87
 - Rice County's Responsibility - \$1,710,827.84
 - Steele County's Responsibility - \$954,013.03

Option 4:

- Rice County Responsibility (Deferred Maintenance)
 - \$200,000
- Building Infrastructure Costs amortized through lease payments removed.
- Capital Investment for Rice & Steele Counties. This option takes in a thought process where this capital venture may be more fairly divided in a different manner. I looked at call volume and CAD usage. I found that for Steele County to operate independently, they would require 3 consoles. I found that for Rice County to operate independently, they would need 4 consoles. I have one additional console for backup purposes which I will divide evenly between each county. This method shows that Rice County would be responsible for 56.25% and Steele County would be responsible for 43.75%.
 - Total - \$2,664,840.87
 - Rice County's Responsibility - \$1,498,972.99
 - Steele County's Responsibility - \$1,165,867.88

Joint Powers Board Action Requested:

Joint Powers Board to vote on a recommendation to present to the full County Boards of Rice and Steele County on October 22nd.

RICE COUNTY | 911 FEASIBILITY STUDY

Study Dated: 6-15-22

Concept Estimate Update: 8-11-22 / 10-3-22 / 8-1-24.v3



DIVISIONS OF WORK	Steele County		Rice County		Rice County	
	Option #1		Option #2A (Full 14 Stations)		Option #2B (8 Stations)	
	7-7-22 Update	8-11-22 / 10-3-22 8-1-24 Update	7-7-22 Update	8-11-22 / 10-3-22 8-1-24 Update	7-7-22 Update	8-11-22 / 10-3-22 8-1-24 Update
Staff Support						
Staff Locker Room	11,520	Total - See below	38,438	Total - See below	38,438	Total - See below
Toilets / Showers	66,560		18,450		18,450	
Break Room	36,864		59,040		59,040	
Quiet Room	0		25,584		25,584	
Storage	0		36,900		36,900	
Administration						
Director Office	9,600		11,070		11,070	
Operations Manager Office	0		11,070		11,070	
Office Manager WS	8,960		5,904		5,904	
GIS Office	0		23,616		23,616	
Conference Room						
File Storage	0		17,712		17,712	
Dispatch Floor						
Dispatch Supervisors	61,440		73,800		73,800	
Comm. Operators	225,280		270,600		270,600	
Chair Storage						
Data / Telcom						
Data / Telcom Room (Incl. UPS Relocate and Dry Fire Suppression System - Novec)	35,000		115,848		115,848	
New AHU System, Ductwork, Piping, Louvers, etc... - Wholesale Changeout		Existing to Remain		120,000.00		120,000.00
Humidification - Add in unit w/ dispersion tube and water connect		Existing to Remain		80,000.00		80,000.00
Split System Cooling Units		Existing to Remain		20,000.00		20,000.00
Cooling Unit for Data Room - CRAC Unit (Assume updates to Option #1 as well)		35,000.00		35,000.00		35,000.00
Air Handler Unit Replacement		Existing to Remain		20,000.00		20,000.00
Pwr. Dist. Upgrades - New Panels, Raceways, and Assoc. Wiring (Option 2 & 3 Only).		Existing to Remain		60,000.00		60,000.00
Assume Generator and ATS' are all re-used with no work necessary.						
Assumes <u>No</u> Storm Shelter Requirements needed at either site.						
Sub Total Construction	455,224.00	579,878.70	708,031.50	777,957.50	708,031.50	777,957.50
** General Requirements (Allowance of 10% Carried)	45,522.40	57,987.87	70,803.15	77,795.75	70,803.15	77,795.75
Building Permitting / Plan Review	6,891.00	6,891.00	8,200.00	8,400.00	8,200.00	8,400.00
Design / Bid / Construction Contingency (Allowance of 7.0% Carried)	37,555.98	47,839.99	58,412.60	64,181.49	58,412.60	64,181.49
Sub Total	545,193.38	692,597.56	845,447.25	928,334.74	845,447.25	928,334.74
Owner Items						
Professional Fees (Arch. / Eng. / CM - Allowance of 7.5% Carried) - Adjust to 12%	45,522.40	83,111.71	70,803.15	111,400.17	70,803.15	111,400.17
Test / Balance / Commissioning	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Inflation / Escalation Factor - Midpoint of Const. (Allowance 2022 - 2025 Est.)	TBD	64,169.16	TBD	86,010.21	TBD	86,010.21
FF&E (10% of Sub Total Construction) - Allowance	45,522.40	57,987.87	70,803.15	77,795.75	70,803.15	77,795.75
FF&E (14 New Consoles - Targeted Goal / 8 on Rice Co. Option #2B) - Allowance	420,000.00	Incl. in Tech.	420,000.00	Incl. in Tech.	420,000.00	Incl. in Tech.
Technology - PSC Alliance Cost Updates (Updated 8-1-24 and 9-9-24)	100,000.00	1,339,000.00	100,000.00	2,449,500.00	100,000.00	1,591,300.00
UPS Allowance - Updates / Upgrades	0.00	58,000.00	0.00	58,000.00	0.00	58,000.00
Hazardous Materials / Asbestos Allowances	0.00	0.00	0.00	0.00	0.00	0.00
Sub Total Owner Items	565,522.40	1,614,268.74	590,803.15	2,794,706.13	590,803.15	1,936,506.13
Rice County Obligation (Deferred Maint. Value Regardless) - Yellow Highlights	n/a	0	n/a	(200,000.00)	n/a	(200,000.00)
JPA OBLIGATIONS - BASE PROJECT TOTAL*	1,110,715.78	2,306,866.30	1,436,250.40	3,523,040.88	1,436,250.40	2,664,840.88

Notes

* ESTIMATE IS BASED ON AN OPEN COMPETITIVE BID MARKET.

* ESTIMATE IS BASED ON HISTORICAL VALUES AND IS AN APPROXIMATION OF CONSTRUCTION COSTS FOR 2025

* BASE PROJECT TOTAL DOES NOT INCLUDE COSTS FOR INCIDENTALS TO ONGOING COUNTY OPERATIONS THAT NEED TO BE ACCOUNTED FOR DURING PHASING AND DISRUPTION OF PROJECT IF NECESSARY.

** GENERAL REQUIREMENTS (Owner Budget) are for items such as; Surveying, Soil Borings, Site Fencing, Portable Toilets, Dumpsters, Office Trailer, Plan Reproduction, Mailing Fees, Temp Signage, Temp Power, Temp Heat/Cool, Special Inspections/Testing, Builders Risk Insurance, Temp Enclosures, Safety Barricades, Fire Protection, Moving Expense, Final Cleaning, Temp Storage, On Site Supervision, This Budget will be refined and established in conjunction with the owner and the architect based on the anticipated needs of the project.

lease improvements			786,334.74		
square ft			4,870.00		
Options:			100%	64.2%	35.8%
10 yr@ 4%	operations	impmits	Annual lease	Rice	Steele
	/sq ft	/sq ft			
10 yr@ 4%	5.75	19.62	\$123,551.90	\$79,320.32	\$44,231.58
10 yr@ 2%	5.75	17.83	\$114,832.46	\$73,722.44	\$41,110.02
15 yr@ 4%	5.75	14.33	\$ 97,804.46	\$62,790.46	\$35,014.00
15 yr@ 2%	5.75	12.47	\$ 88,732.46	\$56,966.24	\$31,766.22



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:

Enter the recommendation from the Committee to the Board of Commissioners. This must be filled out for all Board Meeting agenda items. If the item did not go to a committee list as "N/A" or a reason why.

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.

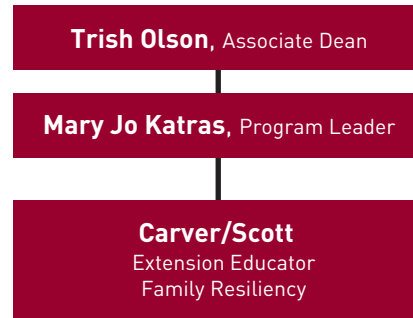
County Program Support

- 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

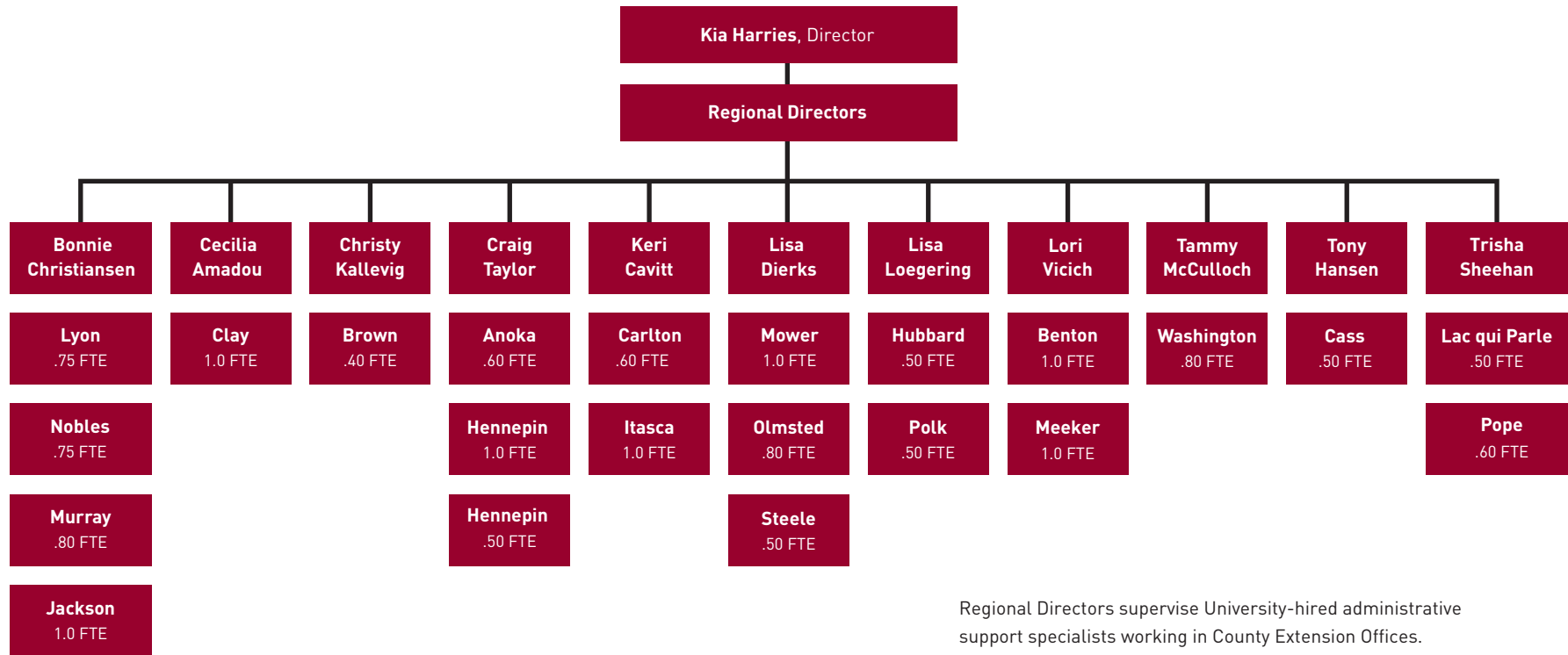


Department of Youth Development

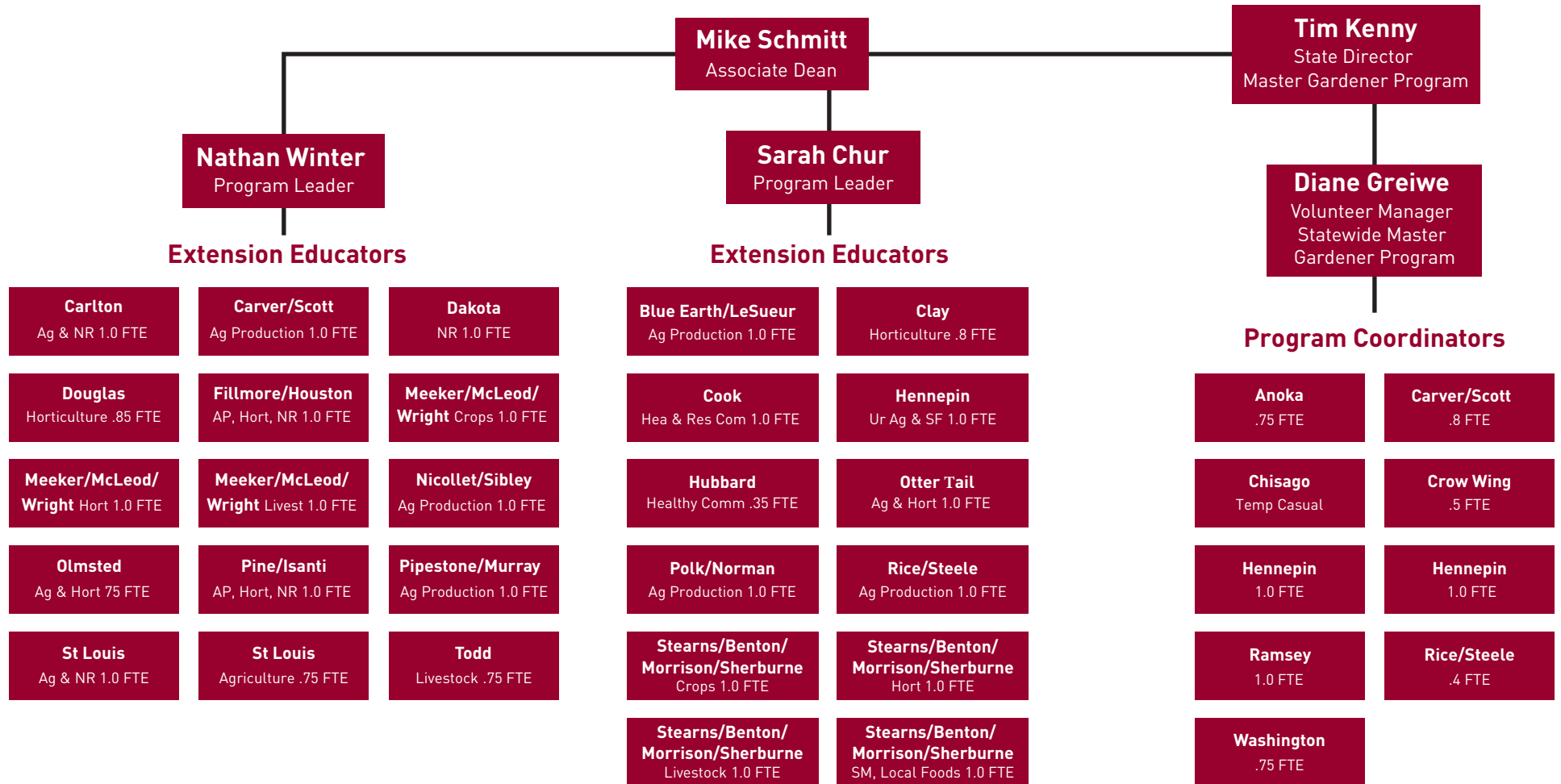
Jennifer Skuza
Associate Dean

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



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 22, 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.

Also attached is the original Dangerous Dog Ordinance. The requested fee schedule information is as follows:

Dangerous Dog Appeals Hearing Fee

\$100

Dangerous Dog Registration Fee	\$300
Dangerous Dog Renewal Fee	\$100
Potentially Dangerous Dog Registration Fee	\$100
Potentially Dangerous Dog Renewal Fee	\$100

Please note that the estimated cost of a microchip with the corresponding registration is \$53.00. Are there any final questions before this matter goes to the regular board meeting for a public hearing?

Attachments:

Amended and Restated Dangerous & Potentially Dangerous Dog Ordinance # 38

Original Dangerous Dog Ordinance

STEELE COUNTY ORDINANCE NO 38
DANGEROUS DOGS

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.

2. Scope

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

3. Definitions

- a. **Animal Control Authority.** "Animal Control Authority" means the agency of the state, county, municipality or person under contract with Steele County to provide animal control services.
- b. **Board.** "Board shall mean the Steele County Board of Commissioners.
- c. **County.** "County" shall mean the County of Steele, a political subdivision of the State of Minnesota.
- d. **Dangerous Dog.** "Dangerous dog" means any dog that has:
 - (1) without provocation, inflicted substantial harm on a human being on public or private property;
 - (2) killed a domestic animal without provocation while off the owner's property; or
 - (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.
- e. **Great Bodily Harm.** "Great bodily harm" has the meaning given it under Minnesota Statute Section 609.02, subdivision 8.
- f. **Hearing.** "Hearing" shall mean a proceeding conducted by a hearing officer in accordance with the requirements of this Ordinance.

- g. **Hearing Officer.** "Hearing Officer" shall mean an impartial employee of Steele County or a qualified person that is appointed by the Board.
- h. **Owner.** "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. A person keeping or harboring a dog for five (5) consecutive days shall, for the purposes of this Ordinance, be deemed to be an owner thereof.
- i. **Potentially Dangerous Dog.** "Potentially dangerous dog" means any dog that:
- (1) when unprovoked, inflicts bites on a human or domestic animal on public or private property;
 - (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) has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.
- j. **Proper Enclosure.** "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.
- k. **Substantial Bodily Harm.** "Substantial bodily harm" has the meaning given it under Minnesota Statute Section 609.02, subdivision 7a.
- l. **Unprovoked.** "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.

4. Designation of a Potentially Dangerous Dog

- a. The Animal Control Authority shall designate any dog as a potentially dangerous dog upon receiving evidence that the dog, when unprovoked, has bitten, attacked, or threatened the safety of a person or a domestic animal as stated in 3(i) above.
- b. The Animal Control Authority will cause one owner of the potentially dangerous dog to be notified in writing that the dog is potentially dangerous. The written notice will include dates, times and places of parties bitten or chased in an attitude of attack.
- c. The Animal Control Authority may impound any dog determined to pose a threat to public safety pending a final dangerous dog designation.
- d. The Animal Control Authority shall quarantine any dog without proof of current rabies vaccination upon receiving evidence that the dog has bitten any person or domestic animal.
- e. The owner of a potentially dangerous dog shall have a microchip implanted in the dog for identification. The owner shall provide the name of the microchip manufacturer and identification number of the microchip to the Animal Control Authority within fourteen (14) days of the designation.
- f. If the owner of a potentially dangerous dog fails to implant a microchip in the dog within fourteen (14) days, the Animal Control Authority may implant the microchip and assess all related costs to the dog's owner.

5. Appeal of a Potentially Dangerous Dog Designation

- a. Within seven (7) business days after receiving notice of a potentially dangerous dog designation by the Animal Control Authority, the owner or custodian of the dog may request a review of the designation by requesting review in writing on a form provided by the Animal Control Authority and submitting written evidence that disputes the declaration to the Animal Control Authority.
- b. If the owner does not request a hearing within the allotted seven (7) days, the designation of the potentially dangerous dog as issued in the written Notice of Potentially Dangerous Dog will stand, and the owner will be subject to all restrictions and requirements as set forth in the Notice by the Animal Control Authority.
- c. The appeals hearing will be held within fourteen (14) calendar days of the request. The owner must pay the Steele County Auditor's Office a \$100 fee for the appeals hearing.

- d. The records of the Animal Control Authority, any Law Enforcement reports and records relating to the incident, and all reliable hearsay shall be admissible for consideration by the hearing officer without further foundation.
- e. The Animal Control Authority shall be represented by the Steele County Attorney's Office. The owner may be represented by private legal counsel, although the owner does not have the right to an attorney at public expense.
- f. At the hearing, both the owner and the Animal Control Authority may present the testimony of live witnesses; cross-examine witness, and present documentary evidence. The Animal Control Authority, and the dog's owner, may apply to the District Court for subpoenas for hearings.
- g. The hearing officer shall issue a written order which rejects or upholds the determination within seven (7) days. If the hearing officer upholds the determination as potentially dangerous, the order may affirm or modify the conditions recommended by the Animal Control Authority. If, as a result of the evidence at the hearing, there are grounds for declaring the dog to be a dangerous dog pursuant to this Ordinance, the hearing officer may change the designation and issue the appropriate orders.
- h. The Order shall be delivered by certified mail or personally served by the Sheriff's Office.
- i. Any owner aggrieved by the decision of the hearing officer may, within five (5) days of the date of the hearing officer's order is filled, seek review of the Order by filing the appropriate pleadings for hearing before the District Court. The owner will be responsible to pay all Court-imposed filing fees. The District Court shall conduct a hearing within thirty (30) days of such demands. The District Court shall review the matter on a *de novo* basis, and issue its written finding of fact and order within a reasonable time of its hearing.
- j. After a dog is finally declared potentially dangerous, the owner or custodian of the dog may request that the Animal Control Officer review the designation annually. An administrative hearing fee of one hundred dollars (\$100.00) shall be required prior to such a review. At the review, the owner or custodian must provide evidence that the dog's behavior has changed. If the Animal Control Officer finds sufficient evidence that the dog's behavior has changed, the Animal Control Officer may rescind the potentially dangerous dog designation.

6. Designation of a Dangerous Dog

- a. The Animal Control Authority shall designate any dog a dangerous dog upon receiving evidence that the dog has, when unprovoked, inflicted substantial harm on a person or killed a domestic animal as stated in 3(a)

above.

- b. The Animal Control Authority shall designate any dog a dangerous dog upon receiving evidence that a dog, which has previously been declared a potentially dangerous dog, has again bitten, attacked or threatened the safety of a person or domestic animal as stated in 3(a) above.
- c. The Animal Control Authority may impound any dog determined to pose a threat to public safety pending a final dangerous dog designation order.
- d. The Animal Control Authority shall quarantine any dog without proof of current rabies vaccination upon receiving evidence that the dog has bitten any person or domestic animal.
- e. The Animal Control Authority will cause one owner of the dog to be notified in writing that the dog is dangerous. The written notice will include dates, times and places of parties bitten.
- f. The Animal Control Authority will also provide one owner of the dog with a Dangerous Dog Registration form.
- g. Within fourteen (14) days of a declaration that a dog has been deemed a dangerous dog, the owner or custodian of the dog shall complete the Dangerous Dog Registration form and file it with the Steele County Auditor with evidence showing that:
 - (1) a proper enclosure exists for the dangerous dog(s) and the premises are posted with a clearly visible warning sign, including a warning symbol to inform children, that there is a dangerous dog(s) on the property;
 - a. The animal control authority shall issue the uniform warning symbol provided by the commissioner of public safety.
 - (2) a surety bond has been issued by a surety company authorized to conduct business in this state in the sum of at least \$300,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the dangerous dog and payable to the injured person(s);
 - (3) the owner has paid an annual fee of \$100, in addition to any regular dog licensing fees, to obtain a certificate of registration;

- (4) the dog has had a microchip identification implanted;
- (5) the dog has an easily identifiable tag with the uniform dangerous animal symbol affixed to its collar at all times; and
- (6) the dog is current in all vaccinations.

7. Appeal of Dangerous Dog Designation

- a. Within seven (7) business days after receiving notice of a dangerous dog designation by the Animal Control Authority, the owner or custodian of the dog may request a review of the designation by requesting review in writing on a form provided by the Animal Control Authority and submitting written evidence that disputes the declaration to the Animal Control Authority.
- b. If the owner does not request a hearing within the allotted seven (7), the designation of the dangerous dog as issued in the written Notice of Dangerous Dog will stand, and the owner will be subject to all restrictions and requirements as set forth in the Notice by the Animal Control Authority.
- c. Pending the hearing, the dog may be seized and kept at designation unless the owner shows proof that the dog is properly licensed, if required; had met the requirements for rabies vaccinations; keeps the dog only in a proper enclosure unless restrained on a leash with a muzzle; and otherwise demonstrates to the Animal Control Authority that the dog, under its present circumstances, does not present an unreasonable risk of harm to persons or other domestic animals.
- d. The appeals hearing will be held within fourteen (14) calendar days of the request. The owner must pay the Steele County Auditor's Office a \$100 fee for the appeals hearing.
- e. The records of the Animal Control Authority, any Law Enforcement reports and records relating to the incident, and all reliable hearsay shall be admissible for consideration by the hearing officer without further foundation.
- f. The Animal Control Authority shall be represented by the Steele County Attorney's Office. The owner may be represented by private legal counsel, although the owner does not have the right to an attorney at public expense.
- g. At the hearing, both the owner and the Animal Control Authority may present the testimony of live witnesses; cross-examine witness, and present documentary evidence. The Animal Control Authority, and the dog's owner, may apply to the District Court for subpoenas for hearings.

- h. After considering all evidence pertaining to the dog, the hearing officer shall make such order as he/she deems proper, including ordering the Animal Control Authority to take the dog into custody, if the dog is not currently in custody within seven (7). Any person who fails or refuses to release the dog to Animal Control Authority after it's been found dangerous, shall be guilty of a misdemeanor.
- i. The Order shall be delivered by certified mail or personally served by the Sheriff's Office.
- j. *Authority to order destruction.* 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 destroyed based on a written order containing findings of fact establishing that each of the following criteria are present:
 - a. The dog is dangerous, as demonstrated by a vicious attack, an unprovoked attack, an attack without warning, or multiple attacks; and
 - b. 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
 - c. The owner cannot, will not, does not, or otherwise refuses to provide proof of the liability insurance for the dog as required.
- k. Any owner aggrieved by the decision of the hearing officer may, within five (5) days of the date of the hearing officer's order is filed, seek review of the Order by filing the appropriate pleadings for hearing before the District Court. The owner will be responsible to pay all Court-imposed filing fees. The District Court shall conduct a hearing within thirty (30) days of such demands. The District Court shall review the matter on a *de novo* basis, and issue its written finding of fact and order within a reasonable time of its hearing.
- l. After a dog is finally declared dangerous, the owner or custodian of the dog may request that the Animal Control Authority review the designation annually. An administrative hearing fee of one hundred dollars (\$100.00) shall be required prior to such a review. At the review, the owner or custodian must provide evidence that the dog's behavior has changed. If the Animal Control Authority finds sufficient evidence that the dog's behavior has changed, the Animal Control Authority may rescind the dangerous dog designation.
- m. The owner or person claiming an interest in the dog is liable for all actual costs of care, keeping, and disposal of the dog, except to the extent that a court or hearing officer finds that the seizure or impoundment was not substantially justified by law. The costs must be paid in full, or a mutually satisfactory arrangement for payment

must be made between the County and the person claiming an interest in the dog, before the dog is returned to the person

8. Destruction of Dog

- a. If no appeal is filed, the dangerous dog designation will stand and the Animal Control Authority may order the animal destroyed.

9. Violation of Dangerous Dog Registration

- a. The Animal Control Officer shall immediately seize a dangerous dog if:
 - (1) the dog is not maintained in a proper enclosure;
 - (2) the dog is outside the proper enclosure and not under the physical restraint of a responsible person;
 - (3) the dog is not validly registered within 14 days after the owner has notice that the dog is dangerous; or
 - (4) the owner does not secure the proper liability insurance or surety coverage within 14 days after the owner has notice that the dog is dangerous.
- b. The owner or custodian may reclaim the dog upon payment of impounding and boarding fees, and presenting proof to the Animal Control Officer that the requirements of Minnesota Statute Sections 347.51 and 347.52 have been met.
- c. A dangerous dog not reclaimed under this section within fourteen (14) days may be disposed of as provided by law and the owner is liable to the Animal Control Authority for costs incurred in confining and disposing of the dog.

10. Exemptions

- a. The provisions of this section do not apply to police K-9 dogs used by law enforcement officials for police work.
- b. Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person:
 - (1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;

- (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
- (3) who was committing or attempting to commit a crime.

11. Criminal Penalty

- a. The owner of a dog declared dangerous or potentially dangerous who fails to comply with the requirements of this section shall be guilty of a misdemeanor, with penalties as provided under Minnesota law.
- b. It is a misdemeanor to remove a microchip from a dangerous or potentially dangerous dog; to fail to renew the registration of 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.

12. Rabies Quarantine

- a. Whenever any dog without proof of current rabies vaccination has bitten any person or domestic animal, the owner or custodian of the dog, upon being notified by the Animal Control Authority or local law enforcement, will immediately cause the dog to be quarantined with the Animal Control Authority or by a veterinarian licensed to practice in the State of Minnesota, for a period of ten (10) days after the person has been bitten. Within 24 hours of impoundment, a veterinarian will observe the animal and examine the animal if necessary to ascertain whether symptoms of rabies exist. If at the end of ten days the veterinarian diagnoses the dog to be free of the signs of rabies, the dog will be released from quarantine. If the dog dies, its head will be sent to the State Department of Health for examination for rabies. The owner of the dog is responsible for the cost of quarantine and examination by the veterinarian.
- c. Whenever any dog with proof of current rabies vaccination has bitten any person or domestic animal, the owner or custodian of the dog, upon being notified by the Animal Control Authority or local law enforcement, will immediately cause the dog to be quarantined in their home for a period of ten (10) days after the person has been bitten. If at the end of ten days, the dog appears to be free of rabies, the home quarantine shall end. If the dog becomes ill or dies during the period of home quarantine, the owner shall immediately notify the Animal Control Authority for examination.

This Ordinance shall be in full force and effect from and after its passing and approval as provided by law.

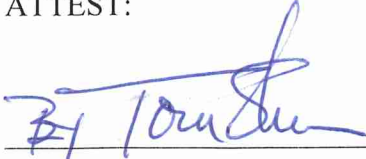
Passed and approved this 13th Day of May, 2014 by the Steele County Board of Commissioners.


Chairperson, Board of Commissioners

A000397960

OFFICE OF THE COUNTY RECORDER
STEELE COUNTY, MINNESOTA

ATTEST:


Steele County Administrator

CERTIFIED, FILED, AND/OR RECORDED ON
07/22/2014 01:26PM
WELL CERTIFICATE: RECEIVED ()
PAGES: 12 FEES: \$0.00

Approved as to Form and Legality


Steele County Attorney

RICK G. KVIEH
STEELE COUNTY RECORDER
BY  DEPUTY
1 ☒ 2 ☒ 3 ☒ 4 ☒

Published in the Blooming Prairie Times on June 3, 2014.

Recorded with the Steele County Recorder on July 22, 2014, 2014 as
Document No. A000397960.



Steele County Agenda Item

Request for Board Action

Subject: Safety Glass for Assessor and Recorder in Administrator Building

Department: Recorder's Office

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: October 22, 2024

Board Meeting Date: October 22, 2024

Consent Agenda: ☐ Yes ☐ No

Resolution: ☐ Yes ☐ No

Policy Committee Recommendation:

N/A

Recommendation:

To approve the purchase and installation of the safety glass for the safety of the citizens and county staff. We previously had Waseca Glass install the other safety glass in the Admin office, so we would recommend sourcing to Waseca Glass for consistency in the look and structure. We are requesting Board approval as we have found funding through Technology fund of \$14,956.80

Background (*Including Budget Impact*):

The current plexi is not safe for citizens or employees.

Attachments:

Steele County Impact Glass Standoff System



Auto - Commercial - Residential - Commercial Storefront

Email: wasecaglass@gmail.com

507-835-2590

1200 south State Street

Waseca, MN 56093

Jacob Rysavy / Steele Co.

Assessor / Recorder Glass Partitions

1/2" tempered / Laminated w/ u-channel +
2" standoffs

Assessor - \$ 7,806.40

Labor 800.00

\$ 8,606.40

Recorder - \$ 5,550.40

Labor 800.00

\$ 6,350.40

\$ 14,956.80 for Both



Steele County Agenda Item

Informational

Subject: Housing Policy Discussion

Department: Administration Office

Committee: Choose an item.

Committee Meeting Date:

Work Session Date: October 22, 2024

Board Meeting Date: Enter a date.

Purpose: To continue 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.

Commissioner Krueger requested that I set up a meeting with the members of the HTF committee. Prior to that meeting, I would like to get a general sense of the Board's desire to provide housing subsidy on an ongoing basis vs. expending the funds received and/or expected from the two programs.

Financial Impacts:

Budget information/impacts

Attachments:

Handouts will be provided at the meeting.