



Marty Kelly
Goodhue County Sheriff

430 West 6th Street
Red Wing, MN 55066
Office (651) 267.2600
Dispatch (651) 385.3155

To: Honorable Goodhue County Board of Commissioners
From: Sheriff Marty Kelly
Re: Dangerous Dog Appeals Hearing Officer

Dear County Board of Commissioners,

I am writing to provide additional context regarding the request for a contracted an appeals hearing officer. Our office is responsible for investigating dog bite incidents involving both people and other animals. Upon receiving and investigating an initial bite report, it is my practice to designate the dog as a "potentially dangerous dog." This designation carries specific statutory requirements for the owner, including microchipping the animal and complying with other safety-related conditions.

If a second bite incident occurs involving the same animal, I generally designate the dog as "dangerous." At that point, the owner must comply with significantly stricter requirements, including confinement standards, muzzling when off the owner's property, increased liability insurance coverage, and other mandated safeguards. Owners are permitted to file an appeal through the courts; however, most do not. In most cases, owners either comply with the requirements or choose to remove the dog from their possession.

Last year, we had two appeals that were heard by a district court judge. In both cases, the designation was ultimately dismissed because the court determined the matter was not within its purview. As a result, we have been working to identify an appropriate and qualified hearing officer to ensure these matters are handled correctly and within the proper legal framework. We have now identified an individual who is willing and able to serve in this capacity.

Because these designations carry substantial consequences for dog owners and have public safety implications, it is important that we have a clear, fair, and legally appropriate appeal process in place. Utilizing a contracted hearing officer ensures due process, transparency, and consistency, while maintaining appropriate separation between the investigating authority and the appeal decision-maker.

County Attorney O'Keefe has reviewed and approved of the contract; therefore, I respectfully request this recommendation be approved.

In service,

A handwritten signature in black ink that reads "Marty Kelly".

Sheriff Marty Kelly

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

CONTRACT FOR DANGEROUS DOG APPEALS HEARING OFFICER

THIS AGREEMENT, made and entered into this 17th day of February 2026, by and between **GOODHUE COUNTY**, a Minnesota municipal corporation ("County"), and **MICHAEL BABB** ("Appeals Hearing Officer").

WHEREAS, the position of Appeals Hearing Officer for dangerous dogs currently does not exist at Goodhue County; and

NOW THEREFORE, be it agreed between the Employer and Appeals Hearing Officer as follows:

- 1. APPOINTMENT.** Goodhue County hereby appoints Michael Babb to serve as the Appeals Hearing Officer for the purpose of conducting fair, impartial, and independent appeal hearings for cases dealing with dangerous dogs in accordance with applicable laws, regulations, policies, and procedures.
- 2. TERM.** The term of this Agreement shall begin immediately and shall continue until December 31, 2028, unless earlier terminated in accordance with Section 9 of this Agreement.
- 3. COMPENSATION.**
 - a. Hourly Rate - County will pay the Appeals Hearing Officer an hourly rate of \$100.00 when his services are needed due to a case of a dangerous dog. The Appeals Hearing Officer will be notified by the Employer when his services are needed. After the case is finalized, the Appeals Hearing Officer will submit an invoice to the Employer for the hours worked on that case. The Appeals Hearing Officer will provide the county with a W9, and the county will provide the Appeals Hearing Officer with a 1099.
 - b. Mileage – The County shall reimburse the Appeals Hearing Officer for mileage associated with the case. Reimbursement will be calculated at the standard rate established by the Internal Revenue Service (IRS) in effect at the time the mileage is incurred. To receive reimbursement, the Appeals Hearing Officer must submit documentation indicating the date, purpose of travel and total miles driven.
- 4. DUTIES.** The Appeals Hearing Officer assumes the responsibility of preparing and presenting dangerous dog hearing cases on behalf of Goodhue County. The Appeals Hearing Officer shall:
 - a. Preside over appeal hearings assigned by the Organization
 - b. Review evidence, records, and written submissions related to appeals
 - c. Conduct hearings in a fair, orderly, and impartial manner
 - d. Ensure due process for all parties involved
 - e. Prepare written findings, recommendations, or decisions within required timeframes
 - f. Comply with all applicable laws and ethical standards

5. **APPEALS HEARING OFFICER NOT AN EMPLOYEE.** That always and for all purposes hereunder, the Appeals Hearing Officer shall be an independent contractor and is not an employee of the County for any purpose. The Appeals Hearing Officer shall not be entitled to any of the rights, privileges, or benefits of employees of Goodhue County, including but not limited to worker's compensation, health, life and other insurance benefits.
 - a. Appeals Hearing Officer shall always be free to exercise initiative, judgement and discretion as to how best perform or provide services under this agreement.
6. **CONFIDENTIALITY.** The Appeals Hearing Officer shall maintain strict confidentiality of all records, testimony, evidence, deliberations, and decisions related to appeals, except as required by law or authorized in writing by the County.
7. **CONFLICT OF INTEREST.** The Appeals Hearing Officer represents that they have no conflicts of interest that would impair their impartiality. The Appeals Hearing Officer shall promptly disclose any actual or potential conflict of interest and shall recuse themselves from any matter where impartiality may reasonably be questioned.
8. **COMPLIANCE WITH LAWS AND POLICIES.** The Appeals Hearing Officer shall comply with all applicable federal, state, and local laws, regulations, and organizational policies governing appeal hearings and administrative proceedings.
9. **TERMINATION.** This Agreement may be terminated by either party upon 60 day's written notice or immediately for cause, including breach of confidentiality, misconduct, or failure to perform duties in a fair and impartial manner.
10. **INDEMNIFICATION.** To the extent permitted by law, the Hearing Officer agrees to indemnify and hold harmless the County, its officers, and employees from any claims arising from the Hearing Officer's negligent or wrongful acts in the performance of duties under this Agreement.

GENERAL PROVISIONS

Entire Agreement. This Agreement contains the entire understandings of the parties hereto. It may not be changed orally, but only upon an agreement in writing signed by the Appeals Hearing Officer and the Sheriff of Goodhue County.

- a. **Binding Effect.** The terms and conditions of this Agreement are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties. The Appeals Hearing Officer shall not assign the duties or benefits of this Agreement without prior written approval of the County.
- b. **Severability.** If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, is deemed severable and will not be affected and will remain in full force and effect.
- c. **Governing Law.** This Agreement will be construed and enforced in accordance with Minnesota law. The parties agree any litigation arising out of this Agreement will be venued in Goodhue County District Court in Red Wing, Minnesota, and the parties waive any objection to venue or personal jurisdiction.

IN WITNESS WHEREOF, County has caused this Agreement to be signed and executed on its behalf by its County Board Chair, County Administrator and Sheriff.

Michael Babb, Appeals Hearing Officer

Date

Susan Betcher, County Board Chair

Date

Scott O. Arneson, County Administrator

Date

Marty Kelly, Goodhue County Sheriff

Date