

Tuesday, November 16, 2021

10:00 AM

or immediately following the regular board meeting

*Meeting to be held in the County Board Room
at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.CO.TODD.MN.US](https://www.co.todd.mn.us)

Agenda Item #

Agenda Time:

- | | | |
|----------|---|-------|
| 1 | Rainbow Rider Update
<i>Brenda Brittin & Team from Rainbow Rider</i> | 10:00 |
| 2 | Drug Task Force
<i>Steve Och, Todd County Sheriff</i> | 10:10 |
| 3 | Solar Ordinance Discussion
<i>Adam Ossefoort, PZ/SWCD Division Director</i> | 10:20 |
| 4 | Vacation Rental Ordinance Discussion
<i>Adam Ossefoort, PZ/SWCD Division Director</i>
<i>Katherine Mackedanz & David Determan, Health & Human Services</i> | 10:30 |
| 5 | Mississippi River - Brainerd MOA and Policy Committee Members
<i>Adam Ossefoort, PZ/SWCD Division Director</i> | 10:40 |



Special Agent Cole Yungbauer, Todd County Sheriff's Office Drug and Violent Crime Agent

NARCOTICS WE ARE SEEING IN OUR AREA

- Methamphetamine – Most prevalent in Todd County
- Cocaine – popular in our Hispanic community
- Marijuana
- M box 30 pill's – Fentanyl lased pills. Popular among High School kids



THORNBERG CASE

- On 8/16/2021 Todd County Deputies responded to a residence for a report of an assault with a weapon.
- Deputies arrived on scene and met with the victim, who indicated his brother had shot at him with a shot gun out the window of their mobile home.
- Victim also indicated that his brother uses methamphetamines and heroin.
- Deputies learned that the suspect was now believed to be sleeping. The Victim and his father were escorted off the property for safety reasons.

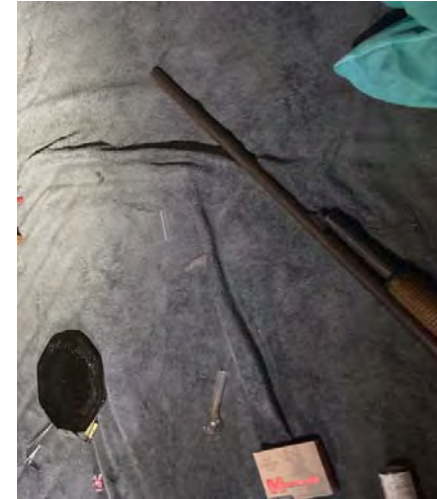
THORNBERG CASE cont.

- After further investigation into this case it was learned that the suspect, Melvin Thornberg Jr was a convicted felon and was disqualified from owning or possessing firearms.
- Special Agent Yungbauer drafted a Search Warrant for his residence which was later signed by a Judge of District Court.
- Deputies and Investigators responded back to Thornberg's residents. Melvin Jr was detained without incident. On his person Law Enforcement located approximately 5 grams of methamphetamine and a smoking devise.



THORNBERG CASE cont.

- Law Enforcement then secured and searched the residence.
- In the residents Law Enforcement located multiple smoking devises and lots of paraphernalia.
- In Melvin Jr's bedroom Law Enforcement located a 20 gauge shot gun on the bed as well as spent shell casings on the floor in the residence.
- Also in the bedroom was materials to package and distribute controlled substances.



THORNBERG CASE cont.

- Melvin Jr was arrested for the Assault with a firearm as well as felon in possession of a firearm and narcotics related charges.
- He was transported to the Todd County Detention Center.
- Melvin Jr was given bail in the amount of \$50,000 cash without conditions or \$10,000 with conditions.
- After being held in custody for several weeks, he was able to post his conditional bale amount and went to drug treatment.

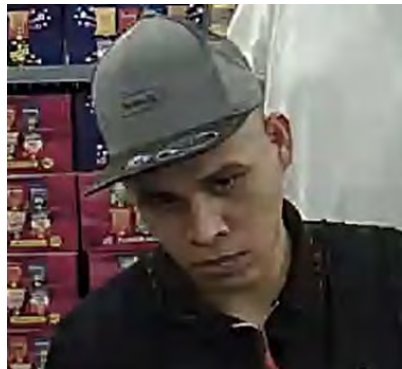


MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- Martin Hernandez



- Diego Duran-Acosta



MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- MN Agents were contacted by South Dakota Agents about a large scale methamphetamines Trafficking Operation.
- It was learned that two Mexican Sinaloa Drug Cartel Members were residing in Alexandria.
- The South Dakota Agents advised us that they received information that Martin and Diego had received 24lbs of methamphetamine.
- 24lbs of methamphetamine has an approximate street value of \$1,087,200.00
- In the Todd County area a low level user pays approximately \$100 a gram for methamphetamine.

MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- The South Dakota Agents advised that they knew of an individual that was flown to California by the cartel, was given a rented vehicle with the 24lbs of methamphetamines under the back seat and was given instructions to drive to Alexandria to meet Martin and Diego.
- Martin and Diego later received the 24lbs of methamphetamine.
- It was learned by DEA Agents that 75lbs of methamphetamines was seized in Wyoming that was destined for Martin.

MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- Local, State and Federal Agents continue to investigate this matter to gain further knowledge about the Sinaloa Drug Cartel in our area.
- On 9/21/2021 a Douglas County Sheriff's Deputy was working a state funded TZD grant focusing on distracted driving. He initiated a stop for a texting and driving violation. The Deputy had indicators of criminal activity and searched the vehicle, finding approximately 5 ounces of methamphetamine.
- West Central Agents later interviewed the driver of the vehicle who indicated they had just come from Diego's hotel room at the Holiday Inn and that he had 9 pounds of methamphetamine with him.

MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- West Central Task Force Agents from Douglas County, Otter Tail County, Becker County, Wadena County, Todd County and Detroit Lakes and Alexandria Police Departments responded to the city of Alexandria.
- West Central Agents Drafted a Search Warrant for the Hotel Room Diego was in, which was later signed by a Judge of District Court.
- Agents did surveillance on the hotel room and waited for Diego to exit. A short time later he exited the building to smoke a cigarette, and Task Force Agents took him into custody.

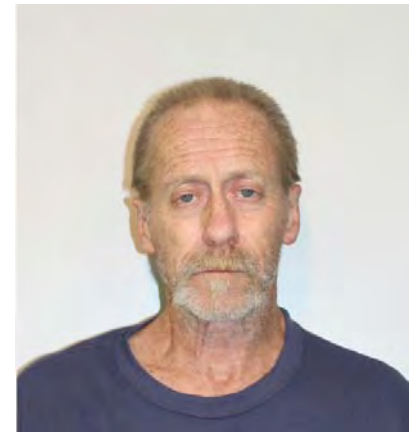
MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- In the hotel room agents located over ten pounds of methamphetamine.
- A small amount of marijuana and cocaine.
- Diego is being held at the Douglas County Jail and was given bail in the amount of \$50,000 Cash.



MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- West Central Agents also learned that Diego was supplying methamphetamine to an individual named Frank Stewart to distribute into our community
- Frank Stewart had federal warrants for narcotics related crimes
- Frank Stewart was said to be living near the city of Clarissa in Todd County
- Agents were able to lure Stewart to the city of Clarissa where he was arrested on his federal warrant



MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- Law Enforcement further learned that Frank Stewart was living in a Motorhome on Todd County Road 89.
- Law Enforcement located the motorhome and Special Agent Yungbauer drafted a search warrant to search it. The search warrant was later signed by a Judge of District Court.
- Law Enforcement searched the motorhome and located a ½ pound of methamphetamine, over \$9,000 in cash and two firearms.



MULTI JURISDICTION DRUG TRAFFICKING OPERATION

- Frank Stewart was held at the Todd County Jail, but was later transported to South Dakota to await trial on his pending Federal case.
- Stewart has a lengthy criminal history and has spent time in Federal Prison for trafficking narcotics before.
- Stewart is expected to be sentenced to a lengthy federal prison sentence in the near future.
- Federal, State and Local narcotics agents continue to work this investigation into the Sinaloa Mexican Drug Cartel.

MEMORANDUM OF AGREEMENT

This Agreement (Agreement) is made and entered into by and between:

The Counties of Aitkin, Crow Wing, Todd, and Morrison by and through their respective County Board of Commissioners, and
The Aitkin, Crow Wing, Todd, and Morrison Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors
Collectively referred to as the “Parties.”

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Brainerd Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to protect natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities:

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Brainerd Watershed. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as Mississippi River-Brainerd Watershed Collaboration.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect

until adoption of the plan by all parties unless canceled according to the provisions of this Agreement or earlier terminated by law.

3. **Adding Additional Parties:** A qualifying party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
 - c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to Todd County for continued retention.
 - d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

- e. **Extension:** The Parties may extend the termination date of this Agreement upon Agreement by all Parties.

6. Administration:

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to a Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
 - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
 - iii. The Policy Committee will establish bylaws within 90 days of the execution of the Memorandum of Agreement to describe the functions and operations of the committee(s).
 - iv. The Steering Committee will be comprised of staff from local agencies formally participating in 1W1P by signing the MOA and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory Committee and to the Policy Committee.
 - v. The Technical Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan. Members of the Technical Advisory Committee may not be a current board member of any of the Parties.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

- 7. **Fiscal Agent:** Aitkin SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:

- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the agent’s records retention schedule until termination of the Agreement (at that time, records will be turned over to the Board of Water Soil Resources.
8. **Grant Administration:** *Aitkin SWCD* will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
 - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
9. The following parties agree to provide the following services:
- a. Grant Administration/Fiscal Agent: Aitkin SWCD
 - b. Policy and Advisory Committee Coordination: Crow Wing SWCD
 - c. Outreach Coordinator: Morrison SWCD
 - d. Public Notice Requirements: Crow Wing County

In the event of a vacancy of the above listed roles, the party responsible for the role will determine if there is adequate capacity within the organization to fulfil the listed role. If it is determined by the partner agency they no longer have capacity and would like to relinquish their duties they must inform the Steering Committee. The Steering Committee will then reassign the service to another party with the capacity to fulfil the grant agreement.

10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Aitkin County
 Andrew Carlstrom or successor
 Environmental Services P&Z Director
 307 2nd St. NW, Room 219

Aitkin SWCD
 Janet Smude or successor
 District Technician
 307 2nd St. NW, Room 216

Aitkin, MN 56431
Telephone: 218-927-7342

Crow Wing County
Jake Frie or successor
Land & Resource Management Supervisor
322 Laurel St., Suite 15
Brainerd, MN 56401
Telephone: 218-824-1010

Todd County
Adam Ossefoort or successor
Division Director
215 1st Ave. S Suite 103
Long Prairie, MN
Telephone: 320-732-4420

Morrison County
Amy Kowalzek or successor
Director of Land Services
213 1st Ave. SE
Little Falls, MN
Telephone: 320-632-0170

Aitkin, MN 56431
Telephone: 218-927-7284

Crow Wing SWCD
Melissa Barrick or successor
District Manager
322 Laurel St., Suite 22
Brainerd, MN 56401
Telephone: 218-828-6197

Todd SWCD
Deja Anton or successor
District Manager
215 1st Ave. S Suite 104,
Long Prairie, MN
Telephone: 320-732-2644

Morrison SWCD
Shannon Wettstein or successor
District Manager
16776 Heron Road
Little Falls, MN
Telephone: 320-631-3551

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Aitkin County

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Aitkin Soil and Water Conservation District

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Crow Wing County

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Crow Wing Soil and Water Conservation District

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Todd County

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Todd Soil and Water Conservation District

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Morrison County

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Morrison Soil and Water Conservation District

APPROVED:

BY: _____
Board Chair Date

BY: _____
District Manager/Administrator Date

Attachment A

Mississippi River Brainerd Watershed Planning Boundary Hydrologic Unit Code (07010104)

