

The following is the agenda for **Thursday, July 3rd, 2025 at 6:00pm**. The Todd County Planning Commission will hold a public hearing in the Commissioner's Boardroom, Historic Courthouse, 215 1st Ave South, Suite 301, Long Prairie.

NOTE: This meeting is being held in-person and the public is encouraged to attend. Those who do attend in person can find parking atop the hill on the west side of the Historic Courthouse and enter through the North Doors, near the American Flag and monument.

If you have any concerns or questions in regard to the upcoming meeting and the applications on the agenda, feel free to contact the Planning & Zoning Office at either **(320) 732-4420** or toddplan.zone@co.todd.mn.us. All correspondence must include name & mailing address and be received 48 hours before the date and time of the hearing.

Agenda

- Call to Order
- Pledge of Allegiance
- Introduction of Planning Commission Members and process review.
- Approval of agenda
- Approval of the June 5th, 2025 Planning Commission meeting minutes
- The applicant is introduced
 - Staff report
 - Applicant confirms if staff report accurately represents the request
 - Correspondence
 - Site Visit Review
 - Public comment
 - Board review with applicant, staff, and public

1. Mark Johnson: Section 06, Round Prairie Township

Site Address: 23576 200th Street, Long Prairie, MN 56347

PID: 21-0007700 & 21-0007702

1. Request for CUP to berm and operate a functional shooting range in Commercial Zoning District.

2. William & Dawn Vowles: Section 20, Grey Eagle Township, Big Birch Lake

Site Address: 11734 Co. Rd. 47, Grey Eagle, MN 56336

PID: 11-0027400

1. Request for Seasonal Campground with hookups, 40' X 40' office Building and 17 sites in Recreational Development Shoreland Zoning District.

3. Jodi Marohn: Section 25, Hartford Township

Site Address: 28333 284th St., Long Prairie, MN 56347

PID: 12-0030200

1. Request to open an indoor riding arena with up to four RV campsites in AF-1 Zoning District.

4. Eli J. Shrock: Section 31, Germania Township

Site Address: 16612 County 22, Eagle Bend, MN 56446

PID: 09-0025700

1. Request for CUP for Temporary Family Housing in AF-1 Zoning District.

5. Jason Coblenz: Section 34, Ward Township

Site Address: 25992 County 18, Browerville, MN 56438

PID: 26-0034300

1. Request to expand their existing greenhouse operation to four additional structures in R-10 Zoning District.

6. New Heights Dairy: Section 10, Eagle Valley Township

Site Address: 37674 Co Hwy 11, Clarissa, MN 56440

PID: 07-0008801

1. Request to expand their existing facility by adding a 132' x 118' addition, expand from 1752 AU to 1997.4 AU. Final head count will be 502 dairy calves and 1355 dairy cows > 1000 lbs. and adding a sand separation lane and stockpile area in AF-1 Zoning District.

Adjournment –

Next meeting: August 7, 2025

Planning Commission Meeting Minutes

June 5, 2025

Completed by: Sue Bertrand, P&Z Staff

Site visits conducted by Adam Ossefoort and Roger Hendrickson on 5/30/2025.

Meeting attended by board members: Chair Jim Pratt, Lloyd Graves, Roger Hendrickson, Andy Watland and Commissioner Tim Denny.

Staff members: Adam Ossefoort and Sue Bertrand

Other members of the public: Sign-in Sheet is available for viewing upon request.

Jim called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited as a collective group.

Introduction of the staff and board members by Jim.

Roger motioned to have the May 1st, 2025 meeting minutes approved. Andy seconded the motion. Voice vote, no dissent heard. Motion carried.

Lloyd motioned to have the agenda approved as presented. Roger seconded the motion. Voice vote, no dissent heard. Motion carried.

Introduction of the meeting process and etiquette.

AGENDA ITEM 1: Mark Johnson-Section 06,

Site Address: 23576 200th St., Long Prairie, MN 56347

PID: 21-0007702– Round Prairie Township

1. Request for CUP to berm and operate a functional shooting range in Commercial Zoning.

Mark Johnson and Joshua Goertz were present as the applicants. Mark stated in the past they were having trouble finding places for shooting exercises for their classes, and a lot of other instructors in the general area of Todd County are having the same problem, and what they are trying to do is they wanted to make a safe area for shooting activities without presenting a hazard or annoyance to anybody, and that is pretty much their goal. They focus on safety and training in the shooting sports industry.

Staff Findings: Adam read the new points of the staff report. This new information is available for viewing upon request in the Planning & Zoning Office.

Options for Recommendation:

1. Discharge of firearms on the site shall be limited to 7 am to 10 pm.
2. Off-street parking shall be provided for all business traffic.
3. Upon closure of the operation, the site shall be closed in compliance with Minnesota Pollution Control Standards.
4. Construction Stormwater Permitting shall be obtained prior to the start of construction, if applicable.
5. Establishment of a 911 address number and placement of a physical sign for emergency services.

6. Shooting range shall be limited to 7 shooting lanes and one 30'x20' structure as identified in the application. Additional lanes and structures shall require the review of the Planning Commission.
7. Applicant shall obtain all additional permitting and/or licensing from additional government agencies including the Minnesota Department of Natural Resources and the Minnesota Pollution Control Agency.

Mark addressed the outlined questions from Adam's staff report.

Proposed height? 8 foot at the target line and that is actually the shortest berms. They are going to back berms, and side berms to separate the shooting lanes, and to keep the projectiles from going outside those boundaries. At the back of their 200-yard rifle range, for sighting in hunting rifles, is a 20-foot berm.

Noise standard? The berms will reduce noise significantly, and they do have a decibel meter now they will be testing. They are currently looking into different fencing materials to help lower the noise even more. They do want to fence in the property to prevent trespassers during non-operating hours and to help with the berms a little to reduce noise levels, if they are a nuisance, as they don't want that to happen.

Josh added, he has been planting trees on the West most part of the property, and once those grow, that will help with sound and if for some reason something went over a berm, that would hopefully stop it. With the range lengths and the berm heights there should be nothing, because pointing a firearm in the air is not a safe direction, and any proper range will kick you out if you are caught pointing a firearm in the air. He stated hunting safety teaches something else, but the only safe direction is down range or down for a fire arm.

Liability Insurance? Mark stated, they currently have instructor insurance and that same policy we can extend to range operation insurance, which they would absolutely do if they are able to do this, and that is through Locked On.

Correspondence received: Nothing new.

Public comment:

Greg Hendrickson, stated his neighbor Mike and his wife gave him their speaking minutes.

Stated nothing has been discussed as to the protection of the two neighbors within that 750' buffer zone. The range is going to have to protect those properties, according to the state, the gun range will have to somehow fence it out. Getting back to the business of CHS, and they are not going to jump through anymore hoops to build on what they already own, or when they want to build on to their structure or existing silo. They stated that. Another thing that has not been brought up, 63 decibels is really going to be hard to achieve, as they basically live in a canyon in that area where the residents live and sound is just going to echo in there and bounce in there. (Adam showed the elevation map of area on the overhead). There is just no way to prevent that. 63 decibels is not a realistic number for a shooting range in that area. Just so everybody knows, 80 decibels, the Department of Health condemns your land, because it is not safe to live on. Handed out information packet to the board members, about the airport's location in relation to the proposed site. Greg reached out to the airport manager, and she stated she wasn't aware this was happening. According to the 3-D map, this is directly in the approach zone for that airport, and he knows this because he waves at the pilots as they go over his head, every day. He stated Mike Chase used to be the airport manager and is very well informed about his approach practices. According to the 3-D print out, you can see they are not listing the any

dimensions on this and you can figure out, they are (inaudible) the approach zone. Had Adam show the mapped area on the overhead. Greg stated these planes are not more than 3/400 feet off the ground when flying over the gun range. Greg asked if anyone had noticed the planes, during the site visit.

Adam stated he had not.

Up to the board to determine if this is going to be a hazard or not with the planes coming in and landing on that. He hates to see a plane go down. The Nat'l Guard also uses that, and stated he was not so concerned about them, as they do know how to shoot back. Everything in the Todd County Ordinance, is calling this board the "gate keepers". You protect the people and the business that live there, and you are not going to do that, Greg stated. Conditional Use 5.05, of Ordinance, granting a conditional "C", and violates aa, 2,5,7,8,9 and if approved, every one of those will be a violation of the County Ordinance, if you approve this. You must protect your own people first and if you approve this, it's going to be really hard to convince other people and businesses to build in this County, because you are taking away their rights, and it is unconstitutional. Greg stated if people read the report from last time, you know the liabilities are going to be there for this for the land owners and the businesses. There is another gun range, two miles away, and he is not against gun ranges, but this is not the right location for this. There are plenty of gravel pits that are wide open, and shooting down range is more than two miles away from the gun range, instead of right in the neighborhoods. The liability is only going to be for him and the people he's got, not for the land owners if he shoots at their house, because he will have immunity, so that only switches the liability. If his land value is lost, which it will if you approve this, he is going to sue somebody and he can't sue him, and that only leaves the people who made the CUP position. It's pretty simple. He is going to end up with a lot of lawsuits too. He suspects he's going to have three or four on-going law suits, at any one given time. That's just the nature of the gun ranges work. The neighbors are going to have to address the neighbors, because he's supposed to buy out that buffer zone, and he can't buy out houses that are already existing. Greg stated, he recommends this should not be approved. It should be at a different spot.

Board discussion:

Roger went over the site visit report. This report may be read in full at the planning and zoning office, upon request. There was more discussion on the angle of the shooting lanes. Roger was understanding the trajectory travels NW.

Joshua and Mark stated they angled the ranges in that NW direction so they will not be shooting at Mr. Hendrickson's, or Mr. Chase's or Mr. Swartzentruber's on top of the hill, and they angled them intentionally.

Roger asked if the airport had any problems with this?

Adam stated he did not think the airport was in the noticing distance, and he had not heard anything, and would not be able to comment on that, without more time and gathering more information.

Jim stated we should take care of that before...

Adam stated there are a few things;

* the noise, and hopefully you guys will be able to provide that by next month's meeting.

*Comments from DOT

*Airport concerns

we definitely need answers to, before we can make an informed decision.

Andy asked if Adam could explain the mitigation area or do we need that too?

Adam stated he could get that too, he had a conversation with Jason, our attorney, about that and he explained it doesn't impede neighboring properties from developing, it doesn't prevent it outright in that mitigation area, but what it does require is whoever is applying for the permit, to provide the mitigation necessary to not take the gun range out of compliance.

Andy stated, it would be on the neighboring owner, not the range owner.

Adam showed on the overhead, the 87A.04 Mitigation Area information in his staff report, again.

Roger, neighbors are 1/4 mile away, not too many days they are not shooting, and there's a little hill between them, and Roger's dog hates guns with a passion, and doesn't even hear them.

Andy has serious concerns, about some language in the airport zoning standards he was able to scan through. Some language that can easily be construed, that is preventative.

Jim mentioned they should table this for more information and get some questions answered and go any further.

Andy motioned to table, to collect more information, and Roger seconded.

Roger, how much on the time line?

Adam, new deadline is August 1st, so we would have the July meeting to give the commissioners ample opportunity to look at this too.

Jim confirmed that's the deadline with the application to extend it.

Adam, right, but the applicant may extend it further if they want to give more information, but from our side, by Statute, we have 120 days.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion passed to table until next month to collect more information, and go from there.

AGENDA ITEM 2: William & Dawn Vowles: Section 20, Grey Eagle Township **Site Address:** 11734 County Road 47, Grey Eagle, MN 56336
PID: 11-0027400

1. Request for Seasonal Campground with hookups, 40' X 40' office Building and 17 sites in Recreational Development Shoreland Zoning District.

William and Dawn were present as the applicants. Stated they are applying for a small, 17-unit seasonal camp ground, with water, sewer hook ups, small building for an office. Seasonal, Spring to Fall.

Staff Findings: Adam read the new points in the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

Proposed Condition(s):

1. All campsites shall be provided with connection to a compliant septic system.
2. Installation of an approved septic system prior to the start of operation.
3. Establishment of a 911 address number and placement of a physical sign for emergency services.
4. Applicant shall obtain a Construction Stormwater Permit prior to the start of any construction on the campground.
5. Grading of the land and construction of the central office facility must be conducted in a fashion that directs stormwater away from the public roadway.
6. The campground shall be limited to seasonal operation. The campground is restricted to opening no earlier than **springtime to early fall. (Will be edited upon Planning Commission Recommendation)**
7. Campground shall maintain no less than 50% common open space.
8. Applicant shall abide by all other applicable standards including but not limited to the Minnesota Department of Health.

Correspondence received: Yes, these letters may be viewed in full at the Planning and Zoning office upon request.

Loren Fellbaum from Public Works was read out loud by Adam.

Storm water quantity from Deja Anton was read by Adam.

Dave Barton letter was read by Adam and photos passed around for the board.

Jim asked Adam if we had an answer to the neighbor's hunting question?

Adam stated he did not have a chance to get in touch with one of the conservation officers yet, but could still do that.

Public Comment:

Dave Barton was present and explained the photos to the board from correspondence hand-out and how the water is draining across their three properties from the culvert under 47 then down into the lake. Concerns of his property flooding from drainage, due to the sandy foundation was expressed. (also used his wife's 3 min. to talk) What does the future look like if we do approve this and do not have any other plans for the waterflow or holding ponds, extra rocks for his property, this will just cause more problems for them and the extra sediment into the lake.

Ben Hinnenkamp asked Adam to show Deja's water flow arrows map and stated all the water goes into the ditch even if it goes into the wetlands, goes through tile, goes through Dales, it all ends up in the same area, and is not getting redirected at all. Not against people doing what they want to do on their property but this very sensitive his property. Only 6 acres, he believed was zoned for campground, 3 wetlands, elevations 20' to 30' from the highest point down to the road. There's a water inlet that goes into the lake where all the run-off goes into, and seventeen campers will be less than a thousand feet from that inlet. It is only 333 feet wide, so gives no room for a buffer for parcels on either side. Twenty houses/cabins within a half mile of it, and has not heard one person who is in favor of it within a half mile. This property was purchase about two and a half years ago by William and Dawn, and they don't live close to this and don't have to put up with the negative a campground brings. Number of parcels sold that would have been better for a campground. He bought his eleven years ago, the main reason had a lake place on it and 19 acres of prime hunting land. This campground will definitely lower the quality of hunting on his land. Also makes it illegal to shoot a firearm with 500 feet of the buildings or campers without written permission from the campground owners. This is about twelve acres of his land and this is a MN law. Has a copy of that and had an attorney look it up. Campers will bring about 40 cellphones who will be calling in any shooting bothers them during hunting. At some time, this will be a problem. He has a duck pond and switchgrass and three deer stands less than 500 feet. If someone calls in and reports a shot that Pam or himself just got a deer, it will be considered an illegal deer which comes with huge fines, loss of deer, gun and three years of license. Last month a member of the public spoke up in support of the campground stating he lives across the road when in fact he lives by Fish Creek. Dawn mentioned not a lot of dirt work. With the road and the camper pads there will be a lot of dirt moved and there should be a wetland determination done before any dirt is moved. If any tile is put in, it will most likely dump the water into the road ditch then into the lake, garbage and all. Not good for the lake. If no tile needed for this plan, it should be part of the conditions that none can go in at a later date. If tile does go in, it should have an environmental impact study on it. He does not think this should be granted, but if it does, it should have a fence around it with one gate out to the road, campers gone by October 1st.

James Carstens, Birchdale twp. Supervisor, this is not in Birchdale township but a lot of concerned residents. Thanked the board for providing information to the public. He took Saukinac and Birchwood which are campgrounds, ran the tax value comparisons back to the County and the township. Birchwood has a 7-acre parcel with 34 sites. \$484.00 to County and \$171.29 to the township, estimates \$5.00 a car per year for road maintenance \$14.23 for the County level. Saukinac on the full value, which has a restaurant of \$821,000 value came to about \$33.00 for the County and \$4.00 for the township. Birchdale has a 1.2 million-dollar road project coming up so they have had to raise their levies for the last few years and will have to continue to raise their levies for road maintenance, a big issue. Yes, seasonal, but the additional travel on the roads is during the prominent time of year when it causes the most damage to the roads. He stated a better use of the residence would be a \$600,000 house with shed and would generate about \$2,500 for the County and \$590.00 to the Township compared to a campground. He guessed there was an impact on people buying groceries and gas, but this is the most southern portion of the Todd County and most of the people would come from Stearns County in that area to buy their stuff.

Gloria Plombon, a small cabin on Big Birch to the SW. Several years ago, a walking trail project was refused by the general public. She stated her son was hit on his bike, sprained his ankle and was ok after that but he wouldn't go on the road anymore. She has walked on the road many times and it is not safe. You get a lot of campers and whatever coming and going, someone is going to be injured or killed. Look back at the records

and they were told by Todd County gals to make this porous, and she told them they have all this sand already getting tracked into the cabin. It's that simple. Two septic systems in the road right away. Should put the cabin up front and the biffies in the back. If something happens there, it is flowing into the lake too. Just mowed and picked up a lot of garbage that people just throw. She stated they put up for years, people coming down, camping and then go and leave the mess and abandoned their pets after Labor Day, and watch them starve. The septic system should be thoroughly checked as, they have follow the strictest rules on septic. Have had the Sheriff out there several times.

Beth Hendrickson owner of property 11707 Co. 47 and described the water flow during heavy rainfall and how a heavy rainfall is an issue. Agreed with the lack of safety on the road, as her neighbor was also hit and now scared to walk on the road. Not a minimal impact, and will increase the noise during the 4th of July season.

Suzette Smith, borrowing minutes from Chris Hendrickson of the public, read her correspondence with a correction, the storm water run-off currently flows from the NE corner of the Vowles' property and requested a post construction demonstrated effective final grading/drainage plan in containing increased flow of water on the Vowles' property (holding ponds, etc.). This letter may be viewed in full, upon request, at the Planning and Zoning office.

Collette Hendrickson had Adam show the video of how the back up of water onto their property after an inch of rain in 25 minutes and floods her whole back yard, to support her water issues claim.

Dale Gangl, would like to see a fence around the campground as part of conditions and also it will not become a mobile home park at some point.

Board discussion:

On Site Visit Report: Roger reviewed his site visit report. This report may be viewed in full, upon request, at the Planning and Zoning office. He stated having a campground there would be better than a farm field and knows it runs off when you have hills. That water is coming through without any campers and may increase flow due to extra impervious. State Aid Hwy, can talk to County to widen the road. Septic system is holding tanks only. Need BMP's during construction and sees no good reason to not having this go through.

Andy commented how most of the water seems to be coming from the North on the lake side of 47.

Dawn Vowles stated when talking to Deja, she was told there would be more of a concern if a big house and shed went up on this property rather than the campsites, because they are not doing pavement or concrete or driveways and they have great sandy loamy soil.

Jim stated they just received the camper agreement, and have not had a chance to review it, and would also like to have an answer on the hunting question.

Dawn and William reminded the board the campground will not be open that late in the season. They will be open from May 1st to October 1st. William stated their intentions were to uphold the integrity of the community. They know what they want for a campground and they have seen campgrounds they know they

do not want. Thinks that is a lot of the neighbors' concerns. Everybody who has come up to the podium tonight is the demographic we are looking at, and those are the people they are looking for. The people they know and have come to them and requested it already. He understands the concerns, they have put a lot of work into this and it is going to be a nice addition to the area.

Jim asked the time frame and Adam stated we should try to make a decision by the next meeting so the board has enough time. 120 days would be August 5th.

William informed the board the campground regulations submitted are modeled from a friends' campground in Nisswa, but on a much smaller scale.

Jim stated we could table this so he has time to look this over.

Roger motioned to table, Lloyd seconded.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried. Jim noted the application is tabled until next month, for more information.

Jim called for a 5-minute recess at 7:25, 7:31 convened.

AGENDA ITEM 3: Angelo & Marjorie Smieja: Section 18, Round Prairie **Site Address:** 23465 & 23468 Ellis Court, Long Prairie, MN 56347

PID: 21-0018900, 21-0018909, and 21-0018908

1. Request Rezone from R-2 to AF-1 Zoning District for agricultural use.

Angelo and Jacob were present as the applicant, wanted to raise a cow or two, one a year for butchering and maybe 20 chickens, and maybe put up a structure and maybe a chicken coop to house them.

Staff Findings: Adam read the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

Proposed Condition(s):

1. Establishment of a feedlot shall require registering with the County Feedlot Program.

Correspondence received: None.

Public comment: None.

Board discussion:

On Site Visit Report: Roger reviewed his site visit report. This report may be viewed in full, upon request, at

the P & Z office, the Planning and Zoning office.

Board discussion:

Roger sees no problem with it and motioned to recommend approval with the one condition and Andy seconded.

Conditions:

1. Establishment of a feedlot shall require registering with the County Feedlot Program.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried. Jim noted the application will be presented to the County Board of Commissioners on June 17th, 2025.

AGENDA ITEM 4: Daniel Tomsche: Section 23, Birchdale Township, **Site Address:** 27246 State 28, Grey Eagle, MN 56336, **PID:**03-0018600 & 03-0018602

1. Request for CUP to construct a 276' X 128' total confinement barn for 350 head of dairy cows >1,000 lbs. and add a 5.2M gallon, HDPE lined earthen basin for manure storage. Animal Units will increase from 960 AU to 992 AU in AF-1 and RT Zoning Districts

Daniel and Myles Tomsche were present as the applicants. Myles stated they are applying to expand our barn at the Ward Spring site, and to make a manure pit and leche holding area in that facility, as well. They are only increasing the animal units by 32, they are just repurposing animal units for more milk cows on the site and a contained barn expansion.

Staff Findings: Adam read the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

Proposed Condition(s):

1. Issuance of an Interim Permit from the County Feedlot Program and correction of non-compliances shall be completed prior to stocking of additional animal units.
2. Expansion to the existing liquid manure storage area shall consist of no less than 12 months storage.
3. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.
4. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.
5. Open lots north of component 3 will remain in nonuse until further permitting is acquired.
6. Permits for construction will be issued following a receipt of acknowledgement by the DNR that the Livestock Appropriations Permit has been updated or covers the proposed numbers.
7. Applicant must abide by all other applicable federal, state, and local standards.

Correspondence received: Yes. These letters may be read in full at the Planning and Zoning office upon request.

Steven Gudgell, president of Little Birch Lake Association.

Deja Anton, manager from County Feedlot re: Ward Springs

Public comment: None.

James Carstens, Birchdale Township Supervisor stated the Tomsches attended their last month's meeting, and had the largest attendance at the meeting (not because of this) and not many concerns from that meeting after presentation from Tomsche, and had a pretty positive meeting on this project. Dale communicated with Tomsches about the project and helped inform the township about it.

Dale Ahrens, supervisor, Birchdale Twp. had a couple questions, asked Adam to explain condition #1.

Adam explained the interim permit is going to apply here, and they cannot stock the building until the non-compliance is addressed.

Dale, was curious where they are going all this manure.

Daniel stated he is working with Aherns, Ronnie and Bussman and have other neighbors that have signed up to take manure.

On Site Visit Report: Roger reviewed his site visit report. This report may be viewed in full, upon request, at the Planning and Zoning office.

Board discussion:

Roger stated got a nice operation and take good care of it and makes it look nice.

Andy asked about proposed conditions from Deja.

Adam explained for the feedlot program, Deja listed four conditions for the board to consider as conditions for the CUP.

Andy asked if those are things we might be adding to our conditions?

Adam, right, and read through the four conditions again.

Andy asked in order for them to get the feedlot permits, they have to have a manure plan and all of that?

Adam, yes, and it sounds like the application is complete, they have submitted the manure management plan, they just haven't had time to review it.

Jim stated a lot of that is covered in Adam's first condition.

Adam, right, some of that has a little bit of overlap.

Andy is wondering if we need to add anything more based on that.

Adam stated #4 may be a good one for consideration, open lots, and that's another thing, Deja wanted to point something out, had noted tile intakes and noted an area that is not the best place for a feedlot, they could graze it or whatever, but not a good area for a feedlot because of the amount of water that comes across there. So, condition #4 of Deja's could be added to ours as #6.

Jim agreed.

Adam added it, and stated #2 the Waters Withdrawals permit, should be added, and prove that it has been done, before they move on, so it will no longer be of concern to us.

Daniel stated talking about the lot to the north, Deja had mentioned that, and he has already pulled the fence off and planted corn there. Haven't been using that lot.

Andy stated this just puts it in writing.

Tim covered it pretty well, nice to have Deja's recommendations on that, and was glad she was out there on site.

Roger motioned to approve, with conditions proposed, & Andy seconded.

Conditions:

1. Issuance of an Interim Permit from the County Feedlot Program and correction of non-compliances shall be completed prior to stocking of additional animal units.
2. Expansion to the existing liquid manure storage area shall consist of no less than 12 months storage.
3. Air quality exemption notices shall be provided to Todd County prior to all future manure application events.
4. In the event of a manure spill or other discharge, applicant must notify the County and the Minnesota Duty Officer immediately upon discovery of said discharge.
5. Open lots north of component 3 will remain in nonuse until further permitting is acquired.
6. Permits for construction will be issued following a receipt of acknowledgement by the DNR that the Livestock Appropriations Permit has been updated or covers the proposed numbers.
7. Applicant must abide by all other applicable federal, state, and local standards.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried. Jim noted the application will be presented to the County Board of Commissioners on June 17th, 2025.

AGENDA ITEM 5: Emanuel J. Yoder: Section 11, Bartlett Township **Site Address:** 49475 Thorn Apple Road, Aldrich, MN 56434 **PID:** 01-0011100

1. Request to Operate a Wood Working Business in AF-2 Zoning District.

Emanuel Yoder and Levi Hershberger were present as the applicants, Emanuel stated his son-in-law had a crazy idea of building trusses.

Staff Findings: Adam read the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

Proposed Condition(s):

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. There shall be no loading or unloading of materials within the road right of way.
3. Applicant shall abide by all other applicable federal, state, and local standards

Correspondence received: None.

Public comment:

Dale Gallenberg stated he and his wife are recent land owners to the area, 40 acres directly to the East, and have absolutely no concerns, and have full support of application, for the record.

On Site Visit Report: Roger reviewed his site visit report. This report may be viewed in full, upon request, at the Planning and Zoning office.

Board discussion:

Roger, good place for the business.

Jim, pretty basic application.

Andy motioned to approve, with the 3 conditions, Lloyd seconded.

Conditions:

1. Outdoor storage of products shall be allowed but shall be conducted in compliance with Section 9.01B of the Todd County Planning and Zoning Ordinance.
2. There shall be no loading or unloading of materials within the road right of way.
3. Applicant shall abide by all other applicable federal, state, and local standards

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried. Jim noted the application will be presented to the County Board of Commissioners on June 17, 2025.

AGENDA ITEM 6: Jodi Marohn: Section 25, Hartford Township **Site Address:** 28333 284th Street, Long Prairie, MN 56347 **PID:** 12-0030200

1. Request to open an indoor riding arena with up to four RV campsites in AF-1 Zoning District

Jodi was present as the applicant and explained she had built an 80' x 120' arena, with six outlets outside and wants to be able to allow people to come there and ride and also just the four campsites. Does have dirt issues she is dealing with and explained the areas with wetland issues. Joey, Environmental scientist from Widseth will be out to let her know how much wetland she does have and how many credits she will need to buy to do the dirt work. She will have Chad Twardowski doing the dirt work and is also working on an application with Kasen at SWCD.

Staff Findings: Adam read the staff report. The staff report is available for viewing upon request in the Planning & Zoning Office.

Proposed Condition(s):

1. Total campsites shall be limited to 4. Additional campsites shall require the review of the Planning Commission.
2. There shall be no parking within the road right of way.
3. There shall be no loading or unloading of animals or supplies within the road right of way.
4. Bathroom facilities and storm shelter shall be provided for all campsite attendees.

Correspondence received: Yes. These letters may be read in full at the Planning and Zoning office upon request.

Township of Little Elk was read by Adam. (two)

Jeff and Karen Twardowski, that Adam read.

Public comment:

Kimberly Cook, 284th Street, took yrs. and yrs. To get gravel on that road, and it is really nice. Traffic to get to that arena, google maps can't find it and would have to go past her house to get to the arena. She built it on a swamp, two approaches, very dangerous, she has grand babies and there are children in the neighborhood, watched Wayne haul gravel for a month, and she thinks it should be denied.

Adam commented Jodi is working with Kasen, certified, with the County on the wetland delineation and has met with Jodi several times, also she has expressed she is working on the delineation so we can condition this on that delineation be completed. He explained the wetland inventory maps. More discussion on the placement of the arena in reference to the wetlands.

Wayne Carstenson, former twp. board member and is here to support and see know problem with it. Has a letter from Henry Becker support letter, all board members support, see no problem with it. Mentioned if the ditch was cleaned out across from the property, the water would be kept away from that side of her property.

Adam read Wayne Becker's letter, Harford twp.

Tim Twardowski, lives across the road and has a few issues, when building permit issued, if this is a commercial business, this should be zoned commercial and taxed commercial, and undue burden 17 feet wide, water on each side. Lived here all his life, it is a wetland, and will have to bring fill in to turn pick-ups and trailers around. Three approaches there, how are all three put in without proper approval and culverts. Narrow roads, extra traffic, pick-ups and trailers, horses on roads, the parking is going to be an issue, and maybe that is going to be resolved. Horses will be scared from tractors, and liability issues with horses, and there will be issues. If granted should be conditions to limit the risk for the people who live in the area, no horses on the road, Businesses have to follow the rules, raise the taxes to have road up keep. Out houses or holding tanks, septic system? No Site plan on what is going to be done. Would like to visualize how it is all going to be.

Tom Kroll, submit a letter when he is done. Has concerns the map drawn inaccurately doesn't even come close, wetlands are not delineated, not showing parking spots for campers, for the horse trailers, mud up to hubs, really hope you postponed this application until full design of what is going to happen. Stated it seems odd we would issue an accessory structure for a private arena and now converting to a business.

Soils map and follow the contours, according to NRCS, 79 inches of muck, over peat, over muck, certainly big equipment will sink, once you draw an accurate picture of the building there, you are not going to have much room. Going from rural area to camp site zone is a possible violation of C-1 of the Ordinance, changing our general welfare. With soils mentioned, possible violation of C-5 and C6, page 44. Horses have no place to go. Not a very fancy riding arena. No outdoor arena to warm up when your turn isn't in the arena. Horses will be on the road possible violation of C-6 and the site is just not big enough.

Jim stated it was not illegal to ride a horse on the road. No parking or unloading on the road.

Tom mentioned concerns of it becoming an RV graveyard, didn't think this will be a business that helps the neighborhood.

DeAnna Opsal, lives across 285th right with Tim and Tom, with their concerns from personal to business. She repeated the same road concerns and with wetlands, camping sites, no space to turning around, bathroom facilities? Limitations on how long can they stay, ATV's, loading and unloading and using their property to load and unload. Let the campers camp in applicant's yard. Too much, not really conducive to the neighborhood.

Linda Cook, SW corner from applicant, she has a big tractor that takes up the whole road, knows how wet the field was in 1983, has same concerns as all the rest. Dust concerns, room concerns, totally against this, riding arena is fine just not the campers. Is Roger the only one that does anything?

Jim explained they take turns going out on site visits, and Roger went on the site visits this month.

Cory Georges, only couple concerns, culverts on the three approaches. After the rain this past week, he noticed water in those ditches and knows this is a township thing, and sounds like they may have already addressed that. Please have trash pickup if this is granted. He has new modern tractors that are big and wide, and concerns with meeting more traffic on a very narrow road, what are they supposed to do? Encourage all to visit the site for good practice. Felt everyone has the right to use their property how they want, as long as they follow the certain needed terms.

Jim Woeste, referred to the wetland photo, he cut hay and never had a problem in the dark brown, soft but no problem, there is traffic in farm country, one more trailer is not going to make a difference.

Tom Kroll, finds the staff recommends approval of this with inadequate information, to please post-pone this, make a site visit, really make sure the wet soils are not a problem. Give yourselves enough time to really review this.

Board discussion:

On Site Visit Report: Roger reviewed his site visit report. This report may be viewed in full, upon request, at the Planning and Zoning office.

Roger added her decision as to what she is going to with the low ground to make sure they can get in and out of there, he lives down south and have horses on the road all the time and usually with buggies behind them, can't even count the families. Traffic brought up and cannot foresee that much more traffic with only four campsites. Lives on County road, now tarred, and raised 4 kids and the kids and the dog were trained not to go on the road. Old fashioned, don't like to see all these houses out in the country. She has a good spot, took a lot of dirt for the building and probably have to put in some more so campers can get in and out and park.

Lloyd, are the campsites next to the building?

Jodi, yes. Referred to her drawing, 120 feet long with three road approaches, with either drain tiles or culverts, whatever Chad feels is needed. Plenty of room for entrance and exit for the campers and trailers to turn around. She has removed more garbage out of there already, than there will ever be there again. Has a dumpster already. There are ATV's and more Semi's hauling all day long, she is respectful of big equipment, without the same respect back. Yesterday a tractor and a semi came down the road at the same time and is that her problem? If it wasn't a problem yesterday, why would it be a problem if she has a trailer on the road? Won't need a holding tank for four campsites. She doesn't plan in this being a big hoopla, it is going to be Low key, no partying allowed, lights out at 10pm M-Th and F and Sat until 11 pm. People in the horse world are not partying and staying up all night. As far as the wetland, she is addressing that completely and working with and following and working with Kasen, Joey and Planning and Zoning, getting more educated with these wetlands. Planning on attending the Soil and Water meeting on June 12th if it is open to the public and becoming very educated and knowing what her rights are.

Jim asked if she was getting that wetland delineated and asked to see the copy of her sketch.

Jodi, yes, and showed the copy of sketch to board and explained the lay out.

Jim asked she talked to the township?

Yes, to Hartford, and was approached by Little Elk Township, as well, and will attending a town board meeting there too. She stated she was told by Todd County only Hartford meeting needed to be attended.

More discussion on the layout of the campsites and arena.

Kroll asked if the board could make a decision on a document the public does not have access to?

Jim stated the board has not decided on a decision yet.

Adam explained delineation of the wetland boundary is conducted by a certified person and it is a formal process where they look at soils, they look at hydrology, they look at vegetation to specifically establish and are creating a line or boundary of where that wetland is.

Jodi added she can use up to one tenth of that wetland before she has to buy credits from a bank.

Adam added under Rule you are exemptions, you are allowed a certain amount of impact, without buying credits, and we could go on and on about wetlands.

Jim would like to see the official wetland delineation, and what is going to need to be filled, plus correspondence from Little Elk town board on the driveways before we...

Andy, number six on the staff report that adequate measures have been taken for parking, will have to wait until the wetland is delineated so you know how much you can use, etc.

More discussion on wetlands.

Jodi stated it will take about two months for the delineation.

Jim has to have that before.

Andy, limit over a certain number you have to have holding tanks?

Adam explained if Jodi does not have water, she does not need a holding tank for the sites. MN dept of health standards apply when you get to five or greater number of campsites. So those standards don't apply for less than five sites.

Andy, so, this is considered somewhat primitive.

Adam, sure. Adam offered his card to the public for more information on the topic of wetlands.

Andy made a motion to table for delineation and a better plan for traffic information until July meeting, seconded by Lloyd.

Roll call vote commenced as follows:

Board member	Vote (yes or no)
Roger Hendrickson	Yes
Lloyd Graves	Yes
Andy Watland	Yes
Jim Pratt	Yes

Motion carried. Revisit next month for more answers

Roger motioned to adjourn, Andy seconded, voice vote, no dissention heard, motion carried and meeting adjourned 9:05 PM.

DRAFT



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

PLANNING & ZONING
215 1st Avenue South, Suite 103
Long Prairie, MN 56347
Phone: 320-732-4420 Fax: 320-732-4803
Email: ToddPlan.Zone@Co.Todd.MN.US

Received
APR 03 2025
JUL 4/9/25
Todd County Planning
& Zoning
Stewartville, MN 56438

CONDITIONAL USE PERMIT APPLICATION

Applicant Mark Johnson Mailing Address 441 8th Street West
Site Address 23576 200th Street, Long Prairie, MN 56347
Phone Number [REDACTED]

Property Owners Name & Address (if not applicant) Steven V Goertz Tummy L Goertz
23517 202nd St, Long Prairie, MN 56347

Parcel ID(s) 21-0007702 Township Round Prairie Lake/River Name _____

Zoning District (circle one): AF-1; AF2; R-2; R-10; UG; RT; (Comm); L-M; or Shoreland.

Full and Current Legal Description(s) see attached
(attach if necessary)

Current tax statement or other proof of ownership attached () yes () no

Measurement of land involved: Width _____ Length _____ Acres 10.87/2.34

Septic System: Date installed NA Date of latest Compliance Inspection _____

Is an upgrade needed: () yes () no

Site accessed by: (x) public road () easement

If easement, is the easement legally recorded? () yes () no

Detailed Explanation of Request:

We plan to buy and operate a functional shooting range.

Did you meet with the Township Board to present the Application for Conditional Use Permit?

Yes X No _____ Date of the meeting: 9/9/24

Mark Johnson Round Prairie
Optional Township Board Signature

Chairman
Board Position



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
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PLANNING & ZONING

215 1st Avenue South, Suite 103

Long Prairie, MN 56347

Phone: 320-732-4420 Fax: 320-732-4803

Email: ToddPlan.Zone@Co.Todd.MN.US

CONDITIONAL USE PERMIT APPLICATION

Applying for a conditional use permit can sometimes be a confusing process for many applicants. The Todd County Planning & Zoning staff are happy to help you through this process.

Please note that no permits can be issued, nor any work commence, until the Todd County Board of Commissioners have made their final decision.

Planning Commission meetings are held once a month according to the Planning Commission meeting schedule. If applications received exceed the number that can be considered for each meeting, they may be moved forward to be scheduled at another meeting.

- (1) Completely fill in the attached application form. If you have any questions contact the Todd County P&Z at 320-732-4420 or email toddplan.zone@co.todd.mn.us
- (2) A drawn site plan must be submitted with the application (form attached). A neat sketch that is generally to scale, and shows all of the physical characteristics of your property is especially important. Examples of the physical characteristics we need to see are: accurate property dimensions and shape, accurate shoreline alignment, road centerline and right-of-way, all existing and proposed structures with dimensions, septic system, wells, driveways, vegetation, steep slopes, topographic alterations, wetlands, etc...
- (3) Evidence that your existing septic system (if one exists on this parcel) is in compliance. Evidence may either be (1) a copy of a county inspection form that shows septic is less than five years old; or (2) a copy of "Compliance Inspection Form for Existing Individual Sewage Treatment Systems" that is less than three years old. If you do not have either of these, you will need to have your system inspected by a MN-licensed ISTS inspector. If you apply between Nov.15 – April 15 and the ground is frozen so a compliance inspection cannot be done, then a Septic Compliance/Inspection agreement must be submitted in lieu of a current certificate of compliance. Sewer system information must be included or application will not be accepted.

NOTE: Todd County Zoning Ordinance requires: Any nonconforming sewage treatment system shall be upgraded upon the following: Any application for variance, conditional use permit, permits for enlargement or intensification or improvement of property.

- (4) Fees: ~~\$500.00~~ ^{\$600.00} (non-refundable) which includes application fee and recording fee.
After-the-Fact Fee: **\$1,000.00**(non-refundable) Make the check payable to "Todd County."
 - *After-the-Fact rates may apply*
- (5) Application must be received in the Planning & Zoning Office, 215 1st Ave South – Suite 103, Long Prairie, MN 56347 by the scheduled closing date/time to be considered at a subsequent Planning Commission meeting (see schedule).
- (6) Applicant or authorized agent must be present in person for the hearing of this application. Notice will be sent to applicant verifying date, time and location of the meeting. If an agent will represent the owner the attached form attached be submitted to the P&Z Office prior to the meeting.

Will the request create an excessive burden on the existing roads or other utilities? **Explain**

NO. PROPERTY WILL INCLUDE PARKING AREA FOR CUSTOMERS AND EMPLOYEES.

Is the requested use compatible with the surrounding properties? **Explain**

YES. SAFETY PROTOCOLS WILL REMAIN IN PLACE INCLUDING HIGH DIRT BURNS, NO EXPLOSIVE DEVICES, NOISE ORDINANCE, AND TRAINING.

Could the use significantly depreciate near-by properties? **Explain**

NO. THE RANGE WILL BE A GREAT ASSET TO THE COMMUNITY, LOT WE WILL HAVE A TREE LINE AND PRIVACY TO BE UNSEEN BY NEIGHBORING PROPERTIES AND ROADWAYS.

Will the structure and the use have an appearance that will not have an adverse effect on near-by properties? **Explain**

YES. WITH THE TREE LINE, BURNS, WOODED AREA AND THE NEIGHBORING PROPERTIES BEING FAR ENOUGH AWAY, THERE WILL BE NO NOISE OR SAFETY ISSUES. THE BUILDING, RANGES AND BURNS WILL BE HIDDEN BY THE TREE LINE.

Will the requested use create an adverse affect on near-by properties because of noise, odor, glare, hours of operation, or general unsightliness? **Explain**

NO. WE WILL HAVE SET HOURS OF OPERATION, AND BE EFFECTED BY HOURS OF DAYLIGHT. THE BURNS AND TREE LINE WILL BE BLOCKING THE FIRE LINES.

RETURN APPLICATION, SITE PLAN, SEWER INFORMATION AND ANY ADDITION INFORMATION, AND FEE TO:

Todd County Planning & Zoning Office
215 1st Ave South, Suite 103
Long Prairie, MN 56347

Fee: \$500.00 or After-the-Fact Fee: \$1,000.00 payable to "Todd County"

Only complete applications may be placed on an agenda

****A PARCEL IN JOINT OWNERSHIP MUST PROVIDE WRITTEN SIGNATURE OF ALL OWNERS****

Mark Johnson

Applicant Name Printed

[Signature]

Signature

03/30/25

Date

Tammy L Goertz
Steven V Goertz

Property Owner Name Printed

[Signature]

Signature (If different than applicant)

3-30-25

Date

A Conditional Use Permit expires and is considered invalid unless they are substantially completed within thirty-six months of the date the CUP is granted by the County Board (Section 5.05(N) of the County Zoning Ordinance).

AUTHORIZED AGENT FORM

I hereby authorize Joshua Goertz or Mark Johnson to act as my
authorized agent for all public hearing(s) and legal relations with this application on
property located at:

Site address 23576 200th street, Long Prairie, MN 56347

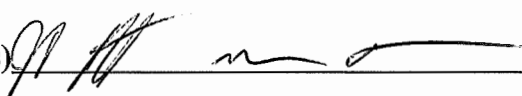
Section # 6 Township Name Round Prairie

Parcel Number(s) _____

Property Owner(s) Name(s) (print) Steven V Goertz Tammy L Goertz

Property Owner(s) Signature(s)  Date 3-30-25


Authorized Agent(s) name(s) (print) Joshua Goertz Mark Johnson

Authorized Agent(s) Signature(s)  Date 3-30-25

Authorized Agent Phone Number 

Authorized Agent Email @mail.com

Site Plan

Outline how the intended use will be situated on the property including buildings, parking areas, signage, material storage areas, etc.

*see attached

Property ID number: 21-0007702

Property Description:

SECT - 06 TWP - 128 RANG - 33

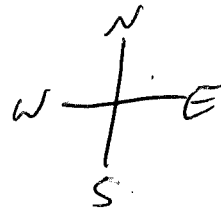
ALL THAT PORTION OF BURLINGTON NORTHERN RR

CO 100 FT ROW OVER AND ACROSS SW4 SE4 EXC

THE N 260 FT.

1 inch = 100 FT.

curb = 8' x 8' BWM



N 88°36'57" E 556.36

N 04°52'16" E 212.37

S 86°24'36" E 140.36

TRACT "A"

0.87 ACRES +/-

300' x 200' open space

150' x 30' Archery Range

600' x 30' Rifle Range

150' x 30' Elite Members Range

150' x 30' Pistol/AR Range

100' x 100' Police/Competition Range

75' x 30' Open Range

75' x 30' Classroom Range

Shaded Seating areas (no loaded firearms)

Driveway

WESTERLY RIGHT-OF-WAY LINE
ABANDONED BURLINGTON NORTHERN RAILROAD

Parking

Toilets

Toilets

Toilets

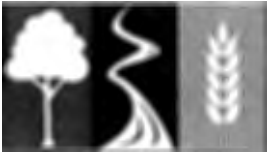
SOUTH LINE
SW1/4 SE1/4

S1/4 CORNER
SECTION 6-T128N-R33W

N 03°15'26" E 564.82

S 88°37'03" W 267.21

S 88°36'54" W 350.49



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

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PLANNING & ZONING

215 1st Avenue South, Suite 103

Long Prairie, MN 56347

Phone: 320-732-4420 Fax: 320-732-4803

Email: ToddPlan.Zone@co.todd.mn.us

June 2nd, 2025

Mark Johnson
441 8th Street West
Browerville, MN 56438

Subject: Extension to Decision Period

Site Address: 23576 200th Street

Dear Mark Johnson,

Todd County is extending the application decision period on your application for CUP by an additional 60 days. MN Statute 15.99 allows the County to extend the decision period by an additional 60 days if the applicant is notified in writing.

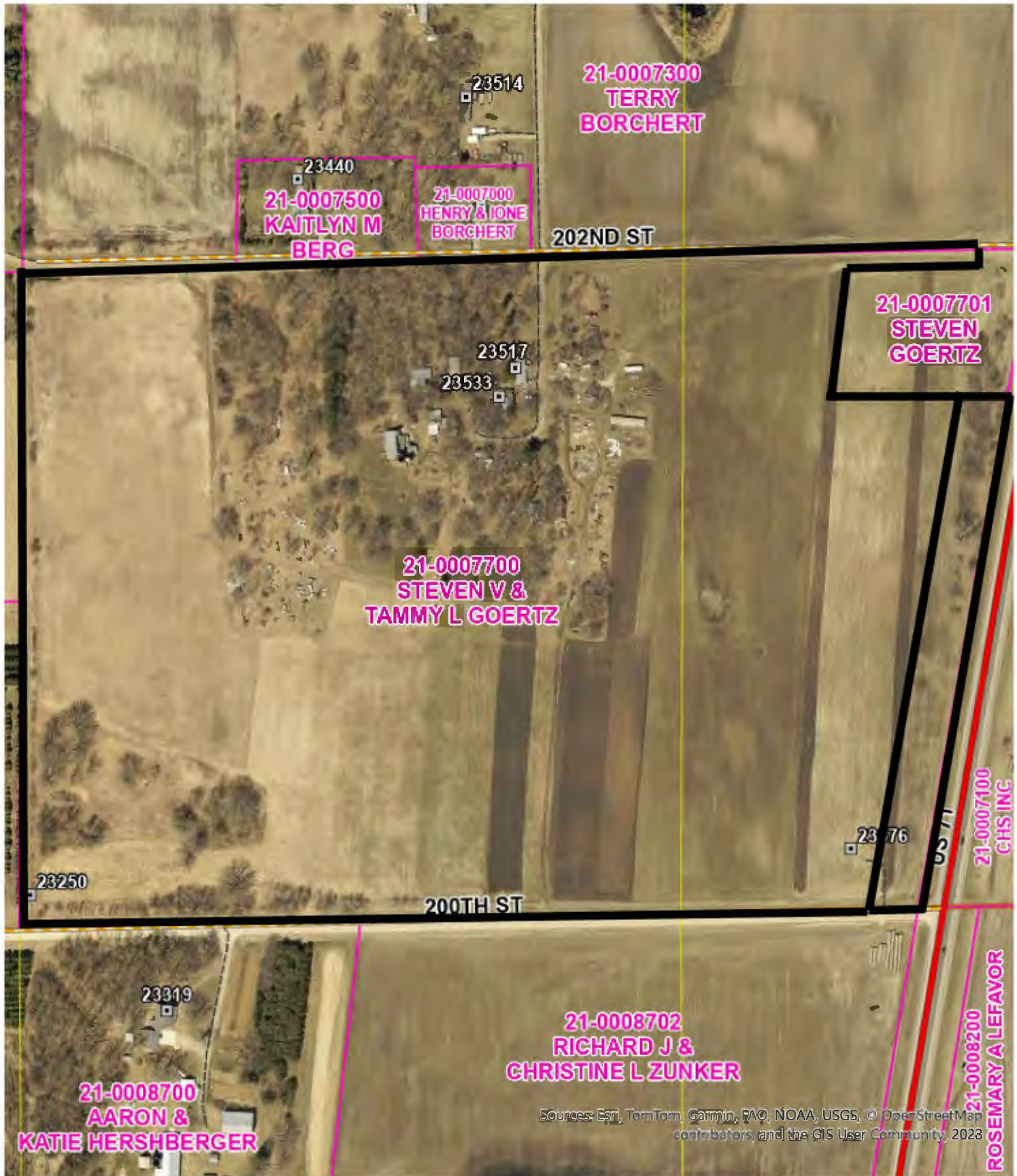
Please let this letter serve as the official notice of the extension. The new decision deadline has now been established as August 1st, 2025

Respectfully,

Adam Ossefoort

Director

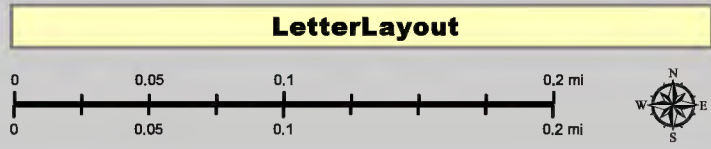
Todd County Planning and Zoning



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, 2023

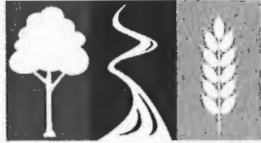


Todd County GIS
215 1st Ave S, Ste 102
Long Prairie, MN 56347
(Office) 320-732-4248



The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions. If the recipient wishes to locate parcel corners and property lines, employ the services of a Registered Land Surveyor.

Printed on:
Thursday, April 10, 2025



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

Receipt # 2025-0058

PLANNING & ZONING
215 1st Avenue South, Suite 103
Long Prairie, MN 56347
Phone: 320-732-4420 Fax: 320-732-4803
Email: ToddPlan.Zoning@Co.Todd.MN.US

Received

APR 07 2025

JLC
Todd County Planning
& Zoning

CONDITIONAL USE PERMIT APPLICATION

Applicant William & Dawn Vokes Mailing Address 33246 Co. Rd 156 Albany Mn 56007
Site Address 11734 Co. Rd 47 Grey Eagle MN. 56336
Phone Number [REDACTED]
Property Owners Name & Address (if not applicant) _____

Parcel ID(s) 11-0027400 Township Grey Eagle Lake/River Name Big Birch Lake
Zoning District (circle one): AF-1; AF2; R-2; R-10; UG; RT; Comm; L-M; or Shoreland. AD

Full and Current Legal Description(s) Attached
(attach if necessary)

Current tax statement or other proof of ownership attached ☒ yes () no

Measurement of land involved: Width 330.27 Length 2382.71 Acres 17.4

Septic System: Date installed _____ Date of latest Compliance Inspection _____

Is an upgrade needed: () yes () no New Design with Watab

Site accessed by: ☒ public road () easement

If easement, is the easement legally recorded? () yes () no

Detailed Explanation of Request:

Seasonal Campground w/hookups. 40x40 office Building
17 Sites

1. Did you meet with the Township Board to present the Application for Conditional Use Permit?

Yes ☒ No _____ Date of the meeting: 10 / 17 / 24

This was signed originally but I am unable to locate.

Optional Township Board Signature

Board Position

CUP # 2025-008

Will the request create an excessive burden on the existing roads or other utilities? **Explain** NO - this is a small campground with a limited # of campsites - ensuring manageable traffic levels that align w/ typical road capacity in a seasonal-only use.

Is the requested use compatible with the surrounding properties? **Explain**

YES. We intend that it promotes low-impact tourism, preserves open spaces, and supports local economy, maintaining the area's natural character + tranquility

Could the use significantly depreciate near-by properties? **Explain**

we do not believe so, it is designed to blend w/ the natural environment, operate seasonally, w/ minimal year-round impact and attract responsible outdoor enthusiasts. also, well managed campgrounds can enhance the area's appeal, potentially increasing property value ->

Will the structure and the use have an appearance that will not have an adverse effect on near-by

properties? **Explain** It will not because its design to blend w/ the natural landscape using minimal and aesthetically pleasing RV sites, screened by trees and vegetation. Thoughtful site planning w/ natural buffers - low impact lighting will ensure the campground maintains the rural character of the area while preserving scenic views for neighboring properties.

Will the requested use create an adverse affect on near-by properties because of noise, odor, glare, hours of

operation, or general unsightliness? **Explain** NO. It will be carefully managed to minimize disruptions. There will be quiet hours and respectful policies while proper waste management and sanitation facilities will prevent odors. The design will maintain a visually appealing environment.

RETURN APPLICATION, SITE PLAN, SEWER INFORMATION AND ANY ADDITION INFORMATION, AND FEE TO:

Todd County Planning & Zoning Office
215 1st Ave South, Suite 103
Long Prairie, MN 56347

Fee: ^{600.00}~~\$500.00~~ or After-the-Fact Fee: ^{1200.00}~~\$1,000.00~~ payable to "Todd County"

Only complete applications may be placed on an agenda

****A PARCEL IN JOINT OWNERSHIP MUST PROVIDE WRITTEN SIGNATURE OF ALL OWNERS****

Dawn M Vowles
Applicant Name Printed

[Signature]
Signature

3/13/25
Date

Same
Property Owner Name Printed

[Signature]
Signature (If different than applicant)

[Blank]
Date

A Conditional Use Permit expires and is considered invalid unless they are substantially completed within thirty-six months of the date the CUP is granted by the County Board (Section 5.05(N) of the County Zoning Ordinance).

by promoting local recreation + tourism

TODD COUNTY AUD. / TREAS.
215 1ST AVE. S., SUITE 201
LONG PRAIRIE, MN 56347
320-732-4469
www.co.todd.mn.us

GREY EAGLE TWP
18.04 ACRES
Property ID Number: 11-0027400
Property Description: 11734 COUNTY 47
SECT-20 TWP-127 RANG-32 S2 N2 S2 NE4 & S2 N2 OF GOVT LOT 2
LYING E OF CO RD 47 18.04 ACRES

WILLIAM R & DAWN VOWLES
33246 CO RD 156
ALBANY MN 56307

39781-T
Handwritten: Paid in full 5/15/24

PROPERTY TAX STATEMENT

Values and Classification		2023	2024
Taxes Payable Year		522	612
Estimated Market Value:		52,200	61,200
Homestead Exclusion:			
Taxable Market Value:		52,200	61,200
New Improve/Expired Excl:			
Property Classification:	RES NON-HSTD		RES NON-HSTD
Sent in March 2023			
*Does Not include Special Assessments Debt in November 2023	Proposed Tax		496.00
First Half Taxes:	Property Tax Statement		245.00
Second Half Taxes:			245.00
Total Taxes Due in			490.00

REFUNDS? *Handwritten: \$\$\$*
You may be eligible for one or even two refunds to reduce your property tax.
Read the back of this statement to find out how to apply.

Taxes Payable Year: 2023 2024
☐

1. Use this amount on Form M1PR to see if you are eligible for a property tax refund
File by August 15th. IF BOX IS CHECKED, YOU OWE DELINQUENT TAXES AND ARE NOT ELIGIBLE

2. Use this amount on Form M1PR to see if you are eligible for a property tax refund

Property Tax and Credits

3. Property Taxes before credits
4. A. Agricultural market value credits to reduce your property tax
B. Other credits to reduce your property tax
5. Property taxes after credits

Property Tax by Jurisdiction

6. County A. B.
7. City or Town
8. State General Tax
9. School District 2753
A. VOTER APPROVED LEVIES
B. OTHER LOCAL LEVIES
A. REGION V
B. SAUK WATER SHED DISTRICT
C.
D.

10. Special Taxing Districts:
11. Non-school voter approved referenda levies
12. Total property tax before assessments
Special Assessments 13. A.
on Your Property
PRINCIPAL
INTEREST
TOTAL
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

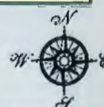
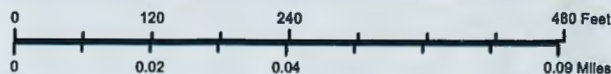


Todd County
MINNESOTA



Todd County GIS
215 1st Ave S, Ste 102
Long Prairie, MN 56347
(Office) 320-732-4248

Site Map



The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions. If the recipient wishes to locate parcel corners and property lines, employ the services of a Registered Land Surveyor.

Printed on:
Friday, October 5, 2023

Jamie Christenson

From: [REDACTED]
Sent: Wednesday, June 4, 2025 10:17 AM
To: Jamie Christenson
Subject: Camping application & rules

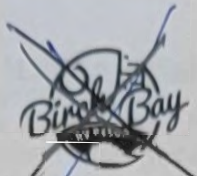
TODD COUNTY SECURITY NOTICE:

This email originated from an external sender. Please exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact MIS.

Hi Jamie,
This will be the agreement for our campground. Some of these things will be updated and changed as needed to fit our use. This is the general outline though! Can you pass this on to whoever may need it for Thursday nights meeting?

Thank you

Dawn Vowles



2025 Extended Stay Agreement

Site No. _____

This agreement is made and entered into by and between ~~Breech Bay RV Resort, Inc.~~, hereinafter referred to as **Resort** and the persons named below hereinafter referred to as **Camper(s)**. This agreement applies to the persons below and no one else.

Adult #1 _____ Adult #2 _____
Camper Name(s) jointly & severally, herein referred to as **CAMPERS**

Please list your **MINOR DEPENDENT CHILDREN** and ages as of May 1st, 2025 (18 and under living at home):

_____	Age _____	_____	Age _____
_____	Age _____	_____	Age _____
_____	Age _____	_____	Age _____

Of Pets _____ Breeds/Names _____

I intend to use my RV site as: ☐ Recreational Intermittent Stays ☐ Full-Time Seasonal Occupant

***This is not a Lease. This agreement is an agreement which is binding between the Resort and the Seasonal Camper. This agreement is not a lease of real estate. The Seasonal Camper is not a tenant. This agreement is for legal purposes, a license to use the property of the campground subject to the terms and conditions which are stated in this agreement.**

OUR CAMPING SEASON IS MAY 1ST TO SEPTEMBER 30TH WEATHER AND GROUNDS CONDITION PERMITTING.

Seasonal Camping Fee	Lake Lot		Central Lot	
Cash/Check Discounted Rate	\$4700.00 – Paid by Check or Cash *Additional 3% if paid by Credit Card		\$4200.00 – Paid by Check or Cash *Additional 3% if paid by Credit Card	
**To get discounted rate ALL payments must be paid on time by cash/check	Payment 1: \$1600.00	Due 9/1/2024	Payment 1: \$1500.00	Due 9/1/2024
	Payment 2: \$1550.00	Due 2/01/2025	Payment 2: \$1350.00	Due 2/01/2025
	Payment 3: \$1550.00	Due 4/01/2025	Payment 3: \$1350.00	Due 4/01/2025

- ✓ Payments are non-refundable. Up to a \$30 late fee will be applied to each outstanding balance after the due dates and will be charged monthly until all balances are remitted.
- ✓ All Seasonal sites electrical usage is metered, and the Camper pays for their electrical usage at the end of the season.

GENERAL GUIDELINES

- Only one vehicle parked at each site is allowed. Additional vehicles, boats, trailers, and visitor vehicles should be parked in the designated parking areas.
- No wheelers, ATVs, UTVs, ~~golf carts~~, drones or RC cars are allowed.
- Gate cards are assigned to seasonal campers. Do not share your card or open the gate for unregistered guests.
- Your seasonal camping fee covers one camper (sleeping unit) on your site.
- Camper must have their own property and liability insurance while parked at Resort. If requested, the camper must provide written proof of proper liability insurance. Each camper owner is responsible to maintain the current registration and license plates on their camper and must provide proof to Resort or Cass County upon request.

- Quiet hours are from 10:30 p.m. to 9:00 a.m. At 10:00 p.m. all children and teens must be at their campsites or with their parents. Please turn bright lights off during quiet hours.
- Parents are responsible for the actions of their children. No playing in the playground or recreation areas after dark.
- Please ride bikes on the roads only. Stay off sidewalks, foot paths and grass. Please, do not ride bikes after dark.
- Campers must use the campsite in a manner which is safe, orderly, lawful, sanitary, clean, and respectful of the rights of other guests. The camper and guests shall abide by all directions of Resort staff. By signing this agreement, the camper acknowledges that the camper has been given a copy of the General Resort Rules. Camper agrees that the Resort may revise the Resort rules at any time without notice.
- The use of Marijuana is prohibited on premises.
- Firewood can harbor many different invasive pests that are harmful to our trees. Firewood may not be brought into the RV Park. Thank you for helping to save our trees! No pallets are allowed.
- Electricity bills will be ready at the end of the season one week prior to September 30th. If leaving prior to the end of season, seasonal campers are responsible for paying electric prior to checking out for the season.
- Absolutely no climbing or horseplay allowed near or on rocks, trees, hills, or docks. Birch Bay will not be held liable for accidents or injuries occurring anywhere on the premises. Please make sure all visitors are aware of this rule.

SEASONAL FAMILY AND VISITORS

- The use of a seasonal site is only for the immediate family members of Seasonal Camper. This consists of husband, wife, or couple and their unmarried children under eighteen living at home. Any other individuals are considered visitors and must register and pay the visitor fee. Seasonal campers MUST ALWAYS be present when they have visitors at the campground. Seasonal Campers are not allowed to sublet their lot or camping unit.
- Visitors to Birch Bay must register and pay a visitor fee. MN state law states all visitors must be registered. Visitors should be instructed to stop at the office prior to entering the campground. Please do not invite visitors to arrive later than 9:00 p.m. All day visitors must leave by 10:00 p.m. Camper is responsible for the behavior of his/her visitors. The Camper must be present to have visitors. Visitors must park in a designated parking area. As a courtesy to your visitors, please inform them of the registration fee/procedure. Please make prior arrangements with management prior to having small gatherings here in the campground.
- If the Resort finds seasonal campers, are not registering their visitors; seasonal campers may be charged double the visitor fee and visitors may be asked to leave.
- With approval from management seasonal campers may purchase a season pass for an immediate family member who stays with you often. Seasonals must still be present to have visitors. The season pass is not refundable or transferable to another person. The cost of a season pass will be \$100.00 per adult and \$75.00 per child. All other visitor rules apply to a season pass holder and Season pass holders should still register for each visit.
- **IF A SEASONAL IS NOT PRESENT AT RESORT** but would like to allow a family member or close friend to utilize their camper. The following procedure should be followed: Seasonal campers must make a reservation and get approval from management with names, association, and dates of stay. This guest will be considered a camper and must check-in and pay upon arrival. The nightly fee charged will be the weekday rate.

SITE SPECIFICATIONS, APPEARANCE & CLEANUP

- Maximum number of one (1) domestic pet per site. More than one pet may be approved by management but a seasonal pet fee of \$50.00 will apply to each additional pet. Campers are responsible for keeping their site clean of dog and cat litter. In accordance with the law, pets **MUST** be leashed and cleaned up after. Keep your pets from barking, disturbing others and keep them off your neighbors' site. We reserve the right to not allow certain pets at our sole discretion.
- The resort will mow the lawn throughout the campground. Any decorations or items should be put away upon your departure so that the site is neat in appearance and can be easily maintained. Please put away any rugs and picnic table covers' so that the lawn can be easily mowed, and tables moved if needed. Resort is not responsible for damage to your personal property. Campers are responsible for doing the trimming around their respective site. If a camper does not maintain or trim their site, resort will charge you a service fee of \$20 per time.
- Your Birch Bay site is your temporary home away from home. We ask that you please do not make any modifications to your site without permission. Please do not dig lawn ornaments and other misc. items into the ground. Do not screw anything into trees. Do not hang anything on the electric/water pedestal. Do not pour concrete etc... If in doubt, ASK FIRST!
- Campground maintenance may at times require camping units needing to be moved to maintain grounds, trees etc. The Resort may move your camper anytime deemed necessary, at its sole discretion; without assuming any responsibility for any damage to personal property
- Sewer stubs cannot be modified in any way. When plumbing your sewer connection, you **MUST** have a sealed connection.

- Campers shall maintain the premises, in a clean and sanitary condition always. Our campers take pride in maintaining their lots and appreciate neighbors who do the same. Please keep your site neat in appearance and clear of clutter. Upon your departure, please put away all recreational equipment, decorations, toys, rugs, and anything that could blow away or prevent your site from being easily maintained. Management has the right to enter onto a site. This is private property belonging to Birch Bay RV Resort, Inc.
- At the termination of this agreement, the camper will remove the unit and all personal property of the Camper from the resort, quietly and peacefully. Camper is responsible for removing ALL the camper's personal property. Camper is responsible for removing all landscaping. A failure to remove all personal property from the premises promptly shall constitute abandonment of said property. There will be a storage fee of \$100 per week for any personal property left after the end of this agreement. The Resort shall then have a lien against the RV or any personal property for any sums owing resort and may sell or otherwise dispose of the property.

BOAT & RECREATIONAL EQUIPMENT

- All trailers (boat & utility), canoes, kayaks and other recreational equipment must be parked/stored in the designated storage area. At the beginning of each season, all recreational equipment must be registered with the office. Seasonals should clearly display their site number on trailers and recreational equipment. We expect your boat/trailer to be actively used. Unused boats or recreational equipment may not be stored on the property.
- The Resort and storage area are not patrolled or guarded. The resort in no way guarantees the security of the property being stored.
- Storage items not clearly identified with the owner and site will be removed at the owner's expense. Items assumed to be abandoned (Such as but not limited to decks, boats, trailers, and items associated with recreation) will be discarded.
- The resort may move your equipment anytime deemed necessary, at its sole discretion; without assuming any responsibility for any damage to personal property.
- Campers must maintain property and liability insurance on all items on the resort property.
- Winter storage for trailers/boats is \$250 and should be paid by Sept. 30th yearly.
- Boats launched on Agate Lake must be removed daily by 8:00 PM.

SITE PAYMENTS, CHANGES, EXTRA FEES, REFUNDS AND RV SALES

- By Sept. 1st, 2025, campers must provide a signed 2026 seasonal agreement and deposit to the resort. If agreement and deposit is not received, we will assume we may rent your site for the following season. If you are leaving the resort, then the RV unit and all personal property must be removed by Sept. 15th. Any RV and personal property left after Sept. 15th will be charged a \$100 per week storage fee. The Resort shall then have a lien against the RV or any personal property for any sums owing the resort and may sell or otherwise dispose of the property.
- The Resort may allow the unit to remain on the campsite during the period between the end of the season and the commencement of the next season. The camper must properly prepare the unit for winter storage by Sept. 30th. During the off season, no one may be on Resort property without Management approval.
- Any present seasonal camper looking to purchase a new RV must get management approval. Camper shall fill out an approval form. This should be done prior to your purchase to eliminate any problems. Delivery and set-up should be coordinated with management.
- **SERVICE FEES:** A minimum service fee of \$50 will be charged for the following services: A seasonal camper requires the assistance of resort in moving personal property (i.e.: decks, sheds, etc.), parking a new trailer, resort needs to pull your camper out or in for any reason. There is a fee of \$100 for Camper to change sites. Such services will be provided only at the convenience of resort, without assuming any responsibility for any damage to the camping unit and or personal property. The camper will be charged a fee based on time and resources used.
- Seasonal payments are non-refundable and non-transferable. Please notify management of early departures or if you are taking your unit out for a vacation. A vacant site, sale of camper, or early removal of camping unit will immediately void the camper's agreement with no refunds or pro-rations.
- **Sale of Camper on Site:** The extended stay agreement cannot be sold with your unit. If you sell your unit, it must be removed from the site and your agreement is null and void. At no time can "FOR SALE" signs be displayed in the Resort, without permission. If you would like to sell the unit on the seasonal site, this would need to be approved by management at its sole discretion. If approved management must interview and approve the new family for the seasonal site. Resort will then advertise the unit and site on social media and show the unit to perspective buyers. Resort will charge a 5% fee on the selling price of unit and personal property.

ADDITIONAL STRUCTURES/

- Additional structures (storage sheds, decks, etc.) must have prior approval and required permits before installation.
- A deck permit form needs to be filled out and approved prior to any construction begins. Camper will be responsible for any permit/admin fees. No modifications shall be made without the consent of management.
- A shed permit form needs to be filled out and approved prior to installing a shed. Camper will be responsible for any permit/admin fees. No modifications shall be made without the consent of management.
- No Pallets are allowed at Birch Bay.

Resort will not be liable or responsible for any loss, damage, or destruction, whether by theft, fire, act of God, accident, or other casualty, of or to your trailer, the contents of your trailer or any other personal property you, the members of your family or your guests bring on to or place on the premises. You, at your sole expense, shall obtain and keep in full force and effect during the entire term of this agreement and any renewals thereof, liability insurance on your trailer, its contents and any other property belonging to you or your family. You further agree that we will not be liable or responsible for any item of personal property of yours, or any member of your family or guests, including, without limitation, your trailer, the contents thereof and all personal property on site, during the term of this Agreement whether while in use or while being stored. In addition to any other provision protecting the rights and interests of Birch Bay RV Resort, Inc., you hereby agree to defend and indemnify us, our officers, agents, employees, volunteers, contractors, and subcontractors as follows:

During the term of this agreement and any renewal thereof, you will indemnify and save harmless Birch Bay RV Resort, Inc., its officers, agents, employees, volunteers, contractors and subcontractors against any and all claims, debts, demands or obligations which may be made against us or relating to our ownership of the resort's facilities or property including, without limitation, your site, arising out of or in connection with any alleged act or omission by you, any member of your family or any of your guests, or any person claiming under, by or through you; and if it becomes necessary for us to defend any action seeking to impose any such liability, you agree to pay all of our court costs and attorney's fees incurred by us and affecting such defense in addition to any other sums which we may be called upon to pay by reason of the entry of a judgment against us in the litigation in which such claim is asserted or by reason of any settlement or other resolution of such claim.

Failure by us to exercise any of our rights hereunder or any other remedy allowed by law upon any default shall not be deemed a waiver of any subsequent default. All our rights shall be cumulative and shall not preclude us from exercising any other rights or remedies at law or in equity. By your signature below you agree to pay all our costs and expenses, including court costs and attorney's fees, incurred by us on account of any material default hereunder or in connection with the enforcement of any term or provision of this agreement. This agreement and all the terms, covenants, conditions, and provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

If any of the rules of the seasonal agreement are violated on the part of the camper, the resort has the right to terminate the agreement. Resort may also determine, for any reason at its sole discretion, that it is necessary for the camper to leave the premises. If admission to resort is terminated, campers will immediately remove their camper and belongings, from the Resort. A failure to remove all personal property from the premises promptly shall constitute abandonment of said property. There will be a storage fee of \$100 per week for any personal property left after the termination of this agreement. Resort shall then have a lien against the RV or any personal property for any sums owing the Resort and may sell or otherwise dispose of the property.

Camper acknowledges they have received, read, and understand the general rules and regulations and agrees to abide by such rules. Camper agrees that resort may use any photos taken without any additional consent. By signing this agreement, you agree to all terms of this agreement. The undersigned campers understand that our admission to the Resort may be terminated by the Resort, at any time at the sole discretion of the Resort. This agreement may not be altered unless done so in writing and signed by both parties.

Signature: _____ Date: _____

Signature: _____ Date: _____

**Waite Park**

130 Division Street, Suite 118
Waite Park, MN 56387
(320) 258.9383

Melrose

408 Main Street E., Suite 5
Melrose, MN 56352
(320) 256.4205

May 13, 2025

Bernard M. Hinnenkamp
35550 County Road 185
Sauk Centre, MN 56378

**Re: Minn. Stat. 97B.0001, Subd. 7
Hunting Restrictions – Trespass**

Dear Mr. Hinnenkamp:

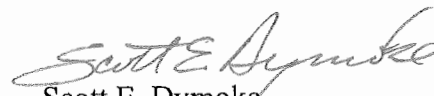
Enclosed is a copy of Minn. Statutes Sec. 97B.001, regulating trespass and the use of firearms while hunting. From my review of the statute and the Minnesota Department of Natural Resources' hunting and trapping regulations (July 2024), I am of the opinion that it is unlawful for your children and grandchildren to hunt on your land if they are within 500 feet of an occupied building on the land of an adjoining property owner. A first time violation of the statute and regulations is a misdemeanor and results in the loss of hunting privileges for the remainder of the season. A second violation within three years of the first violation is a gross misdemeanor and results in the loss of hunting privileges for two years (*see Minn. Stat. 97A.315*).

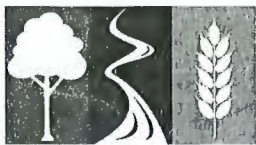
In effect, the statute and regulations create a 500 foot buffer zone around occupied buildings in which hunting is prohibited without the written consent of the buildings' owner.

Please note that there are exceptions to statute and regulations. First, you, as the property owner, are not prohibited from hunting within 500 feet of an occupied building on the land of an adjoining property owner. Second, your children and grandchildren could hunt within 500 feet of an occupied building with the adjoining landowner's written permission.

I have not found any court decisions interpreting the statute and regulations, or any legislative history identifying the Legislature's intent when they adopted the statute. I suspect that the Legislature did not intend the prohibition to include the family members of property owners. But the language adopted in the statute and regulations is broad enough to include family members. If your children and grandchildren hunt within 500 feet of a neighboring property owner's buildings, with out the neighbor's permission, they risk a misdemeanor citation and loss of hunting privileges, even if they are hunting on your property.

Sincerely,
Reverman Lund Ross


Scott E. Dymoke



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

Receipt # 8025-0192

PLANNING & ZONING

215 1st Avenue South, Suite 103

Long Prairie, MN 56347

Phone: 320-732-4420 Fax: 320-732-4803

Email: ToddPlan.Zone@Co.Todd.MN.US

Received
MAY 09 2025
SKC 57575
Todd County
Planning & Zoning

CONDITIONAL USE PERMIT APPLICATION

Applicant Jodi Marohn Mailing Address 28333 284th Street Long Prairie

Site Address Same

Phone Number [REDACTED]

Property Owners Name & Address (if not applicant) _____

Parcel ID(s) 12-0030200 (Pending new Parcel #) Township Hartford Lake/River Name _____

Zoning District (circle one): AF-1; AF2; R-2; R-10; UG; RT; Comm; L-M; or Shoreland.

Full and Current Legal Description(s) SEE SURVEY, PARCEL B
(attach if necessary)

Current tax statement or other proof of ownership attached () yes () no

Measurement of land involved: Width _____ Length _____ Acres 10

Septic System: Date installed 1996 no sewer on property Date of latest Compliance Inspection 4/29/22

Is an upgrade needed: () yes ☒ no

Site accessed by: ☒ public road () easement

If easement, is the easement legally recorded? () yes () no

Detailed Explanation of Request:

I am requesting to open an indoor riding arena with camping. Individuals will be able to bring their horses and ride indoors. I am also requesting to allow 3 RV campers onsite plus mine. (I had a house fire and will be living in a camper for the summer)

Did you meet with the Township Board to present the Application for Conditional Use Permit?

Yes ☒ No _____ Date of the meeting: 7/28/2025

[Signature]

Optional Township Board Signature

[Signature]
Board Position Chair Person

Chair Person

Will the request create an excessive burden on the existing roads or other utilities? **Explain**

No, I live by several large farms that haul large farm equipment and trailers

Is the requested use compatible with the surrounding properties? **Explain**

Yes, the majority of farms around my property have large sheds.

Could the use significantly depreciate near-by properties? **Explain**

No because all the farms around have large sheds, barns, and buildings.

Will the structure and the use have an appearance that will not have an adverse effect on near-by properties? **Explain**

No my arena is beautiful

Will the requested use create an adverse affect on near-by properties because of noise, odor, glare, hours of operation, or general unsightliness? **Explain**

No, there will not be any loud noises, only odor would be from horse manure, but there is beef cattle all around the arena.

**RETURN APPLICATION, SITE PLAN, SEWER INFORMATION AND ANY ADDITION
INFORMATION, AND FEE TO:**

Todd County Planning & Zoning Office
215 1st Ave South, Suite 103
Long Prairie, MN 56347

Fee: \$500.00 or After-the-Fact Fee: \$1,000.00 payable to "Todd County"

Only complete applications may be placed on an agenda

****A PARCEL IN JOINT OWNERSHIP MUST PROVIDE WRITTEN SIGNATURE OF ALL OWNERS****

Jodi Marohn
Applicant Name Printed

Jodi Marohn
Signature

4-28-25
Date

Jodi Marohn
Property Owner Name Printed

Signature (If different than applicant)

Date

A Conditional Use Permit expires and is considered invalid unless they are substantially completed within thirty-six months of the date the CUP is granted by the County Board (Section 5.05(N) of the County Zoning Ordinance).

Site Plan

Outline how the intended use will be situated on the property including buildings, parking areas, signage, material storage areas, etc.

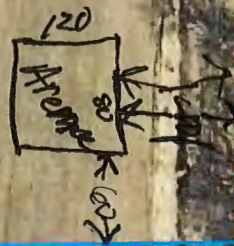
* see attached

12-0030200
JODI I
MAROHN

16-0029500
DANIEL J &
DEANNA D OPSAL

12-0030201
KAREN A
TWARDOWSKI

285TH AVE



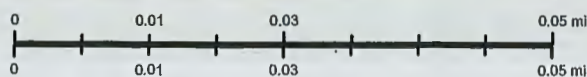
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, 2023

Todd County
MINNESOTA



Todd County GIS
215 1st Ave S, Ste 102
Long Prairie, MN 56347
(Office) 320-732-4248

LetterLayout



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Printed on:
Tuesday, April 29, 2025

FESTLER LAND SURVEYING

1611 FIRST AVENUE NE, LITTLE FALLS, MN 56345 (320) 632-4396

SECTION 25, TOWNSHIP 130, RANGE 33,
TODD COUNTY, MINNESOTA

SURVEY FOR: JODI MAROHN

PROPOSED PARCEL A:

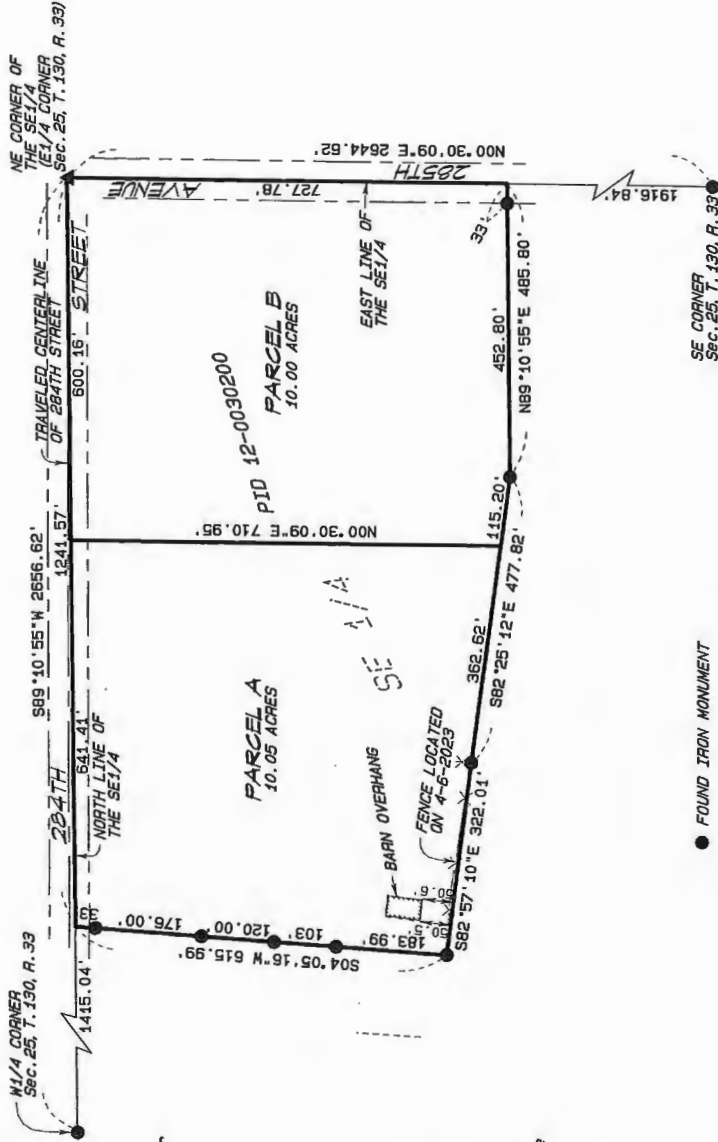
That part of the Southeast Quarter, Section 25, Township 130, Range 33, Todd County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 10 minutes 55 seconds West, assumed bearing, 600.16 feet along the north line of said Southeast Quarter to the point of beginning; thence continuing South 89 degrees 10 minutes 55 seconds West 641.41 feet; thence South 04 degrees 05 minutes 16 seconds West 615.99 feet; thence South 82 degrees 57 minutes 10 seconds East 322.01 feet; thence North 00 degrees 30 minutes 09 seconds East 710.95 feet to the point of beginning. Subject to 284th Street on the north.

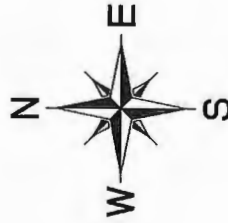
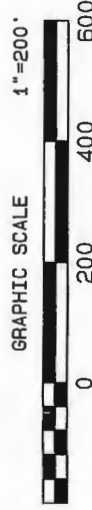
PROPOSED PARCEL B:

That part of the Southeast Quarter, Section 25, Township 130, Range 33, Todd County, Minnesota, described as follows:

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 10 minutes 55 seconds West, assumed bearing, 1241.57 feet along the north line of said Southeast Quarter; thence South 04 degrees 05 minutes 16 seconds West 615.99 feet; thence South 82 degrees 57 minutes 10 seconds East 322.01 feet; thence North 00 degrees 30 minutes 09 seconds East 710.95 feet to the point of beginning; thence continuing South 82 degrees 57 minutes 10 seconds East 322.01 feet; thence North 00 degrees 30 minutes 09 seconds East 710.95 feet to the intersection of the east line of said Southeast Quarter; thence North 00 degrees 30 minutes 09 seconds East 485.80 feet along said east line of the Southeast Quarter; thence North 89 degrees 10 minutes 55 seconds West 600.16 feet along said north line of the Southeast Quarter; thence South 00 degrees 30 minutes 09 seconds West 710.95 feet to the point of beginning. Subject to 284th Street on the north and 285th Avenue on the east.



- FOUND IRON MONUMENT
- ▲ FOUND SPIKE



SURVEY NOTE:

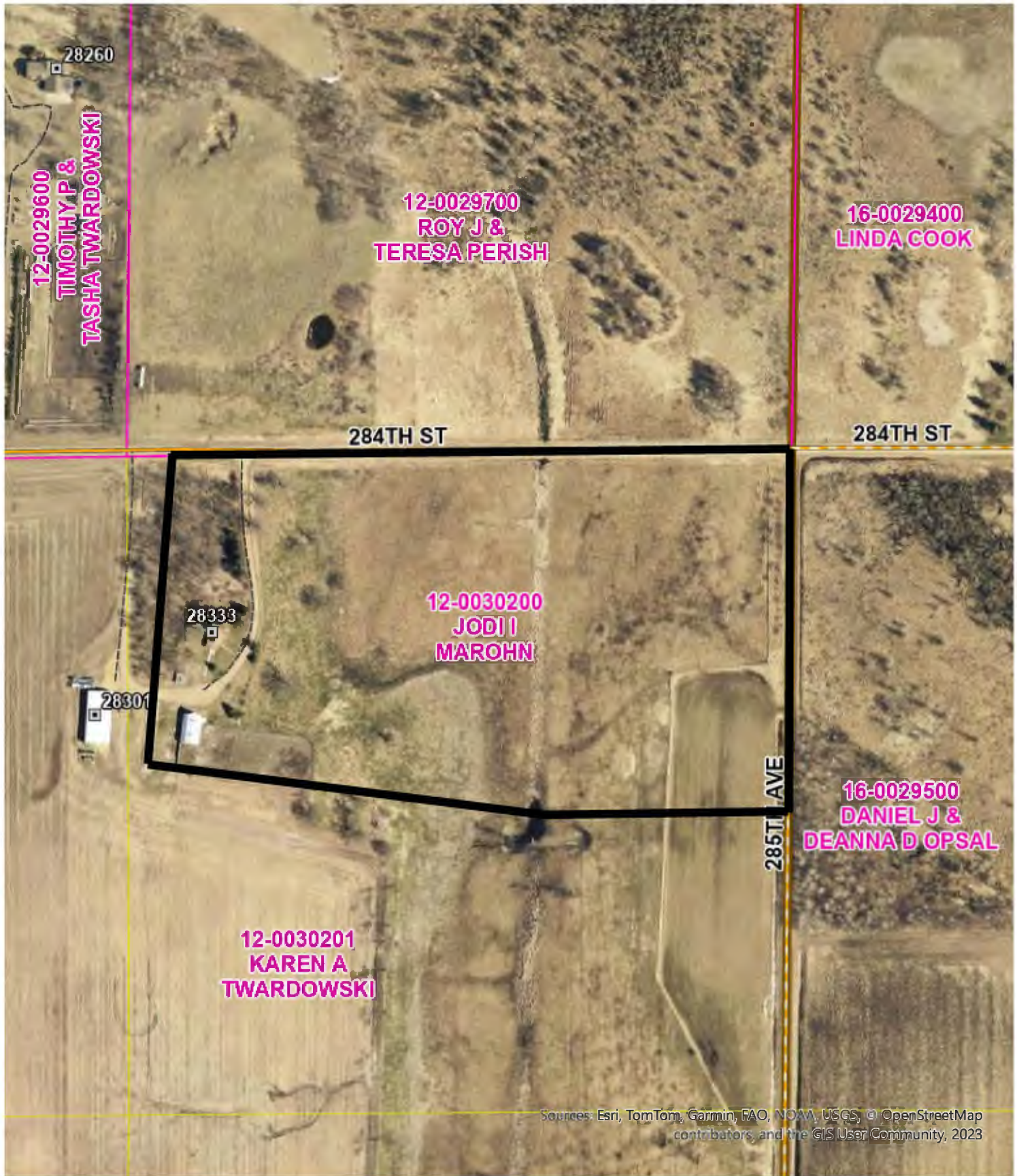
--No field work was completed for this survey. All Section corners, parcel corners, fences, and buildings were located by reference to the Land Surveying and were not verified as part of this survey.

Digitally signed by Jared Festler
DN: cn=Jared Festler, o=Festler Land Surveying, LLC, ou=, email=jfestler@festlerlandsurveying.com, c=US
Date: 2025.01.13 13:25:15 -0500

Jared
Festler

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Reg. No. 55338 Date January 13, 2025 Job No. 2024-344 Book No. N/A



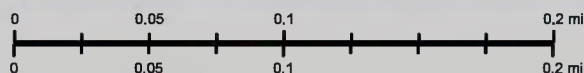
Todd County

MINNESOTA



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Printed on:
Wednesday, May 14, 2025



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Todd County
• MINNESOTA • EST. 1855 •

PLANNING & ZONING

215 1st Avenue South, Suite 103

Long Prairie, MN 56347

Phone: 320-732-4420 Fax: 320-732-4803

Email: ToddPlan.Zone@Co.Todd.MN.US

Received
MAY 05 2025
JLC-5714125
Todd County
Planning & Zoning

CONDITIONAL USE PERMIT APPLICATION

Applicant Eli J Shuck Mailing Address 16612 County 22
Site Address Eagle Bend Mn 56446
Phone Number N/A E-Mail Address _____
Property Owners Name & Address (if not applicant) _____

Parcel ID(s) 09-0025700 Township Germania Lake/River Name Partridge
Zoning District (circle one): AF-1; AF2; R-2; R-10; UG; RT; Comm; L-M; or Shoreland.

Full and Current Legal Description(s) see Deed
(attach if necessary)

Current tax statement or other proof of ownership attached () yes (X) no

Measurement of land involved: Width _____ Length _____ Acres _____

Septic System: Date installed 3/6/2024 JLC
9/29/2020 Date of latest Compliance Inspection _____

Is an upgrade needed: () yes (X) no

Site accessed by: (X) public road () easement

If easement, is the easement legally recorded? () yes () no

Detailed Explanation of Request:

We want a small 18'x32' house on skids temporarily
set up.

Did you meet with the Township Board to present the Application for Conditional Use Permit?

Yes X No _____ Date of the meeting: 5/13/2025

Optional Township Board Signature _____

Board Position _____

Will the request create an excessive burden on the existing roads or other utilities? **Explain**

No

Is the requested use compatible with the surrounding properties? **Explain**

Yes

Could the use significantly depreciate near-by properties? **Explain**

No

Will the structure and the use have an appearance that will not have an adverse effect on near-by properties? **Explain**

No

Will the requested use create an adverse affect on near-by properties because of noise, odor, glare, hours of operation, or general unsightliness? **Explain**

No

**RETURN APPLICATION, SITE PLAN, SEWER INFORMATION AND ANY ADDITION
INFORMATION, AND FEE TO:**

Todd County Planning & Zoning Office
215 1st Ave South, Suite 103
Long Prairie, MN 56347

Fee: \$500.00 or After-the-Fact Fee: \$1,000.00 payable to "Todd County"

Only complete applications may be placed on an agenda

****A PARCEL IN JOINT OWNERSHIP MUST PROVIDE WRITTEN SIGNATURE OF ALL OWNERS****

Eli J. Shrock
Applicant Name Printed

Eli J. Shrock
Signature

4-28-25
Date

Lydiann L Shrock
Property Owner Name Printed

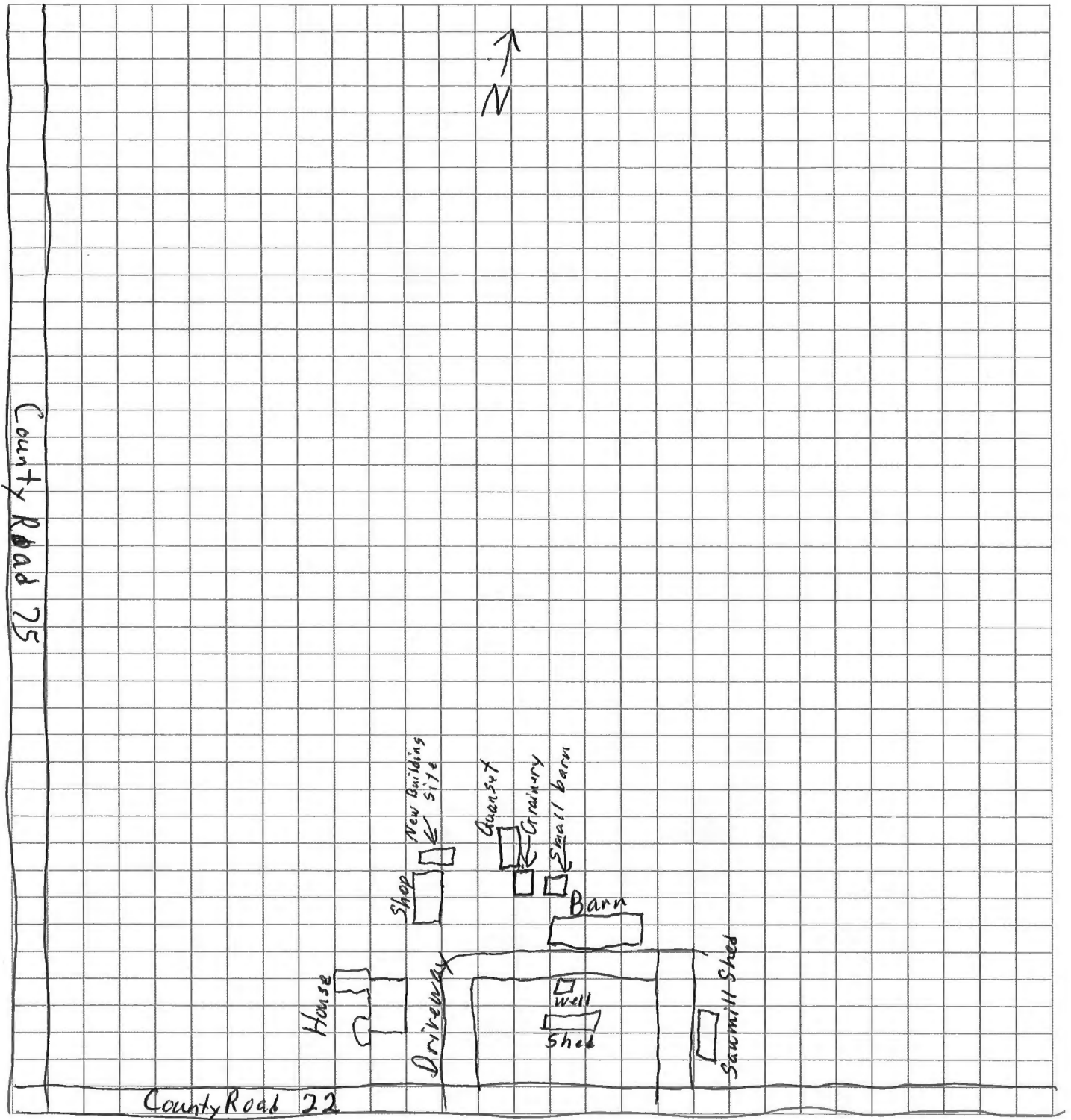
Lydiann L Shrock
Signature (If different than applicant)

4-28-25
Date

A Conditional Use Permit expires and is considered invalid unless they are substantially completed within thirty-six months of the date the CUP is granted by the County Board (Section 5.05(N) of the County Zoning Ordinance).

Site Plan

Outline how the intended use will be situated on the property including buildings, parking areas, signage, material storage areas, etc.



2

490712

TODD COUNTY, MINNESOTA

OFFICE OF THE COUNTY RECORDER
TODD COUNTY, MINNESOTA

Fee: \$46.00

Certified filed and/or recorded on: August 13, 2014 2:51 PM

Cheryl Perish, County Recorder

Well Certificate () Received

Received from: AGSTAR FINANCIAL SERVICES-ST CLOUD

Returned To: AGSTAR FINANCIAL SERVICES-ST CLOUD
PO 608
WAITE PARK, MN 56387

COUNTY COMPLIANCE FUND: \$11.00
RECORDER TECHNOLOGY FUND: \$10.00
STATE TREASURY GEN FUND: \$10.50
GENERAL ABSTRACT: \$14.50
STATE DEED TAX: \$528.00

✓ No Delinquent Taxes
✓ Transfer Entered
Certificate of Real Estate value (✓) received () not required
CRV # 21223 E249915
Date 8.13.14 Deed Tax Amount \$528.00

Denise Gaida - Todd County Auditor/Treasurer
4P Cheryl Perish - Todd County Recorder

WARRANTY DEED
Individual(s) to Joint Tenants

Minnesota Uniform Conveyancing Blanks
Form 10.1.5 (2013)

CRV # E249915
DEED TAX DUE: \$528.00

DATE: August 13, 2014

FOR VALUABLE CONSIDERATION, Danny E. Holmquist and Maxine Holmquist, married to each other, ("Grantor"), hereby conveys and warrants to Eli J. Shrock and Lydiann L. Shrock, ("Grantee"), as joint tenants, real property in County of Todd, Minnesota, legally described as follows:

The West Half of the Southwest Quarter of Section 31, Township 132 North, Range 34 West of the Fifth Principal Meridian, Todd County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check applicable box:

- ☐ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- ☒ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

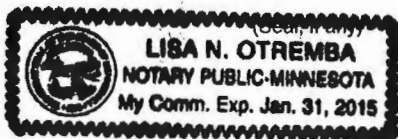
Danny E. Holmquist
Danny E. Holmquist
Maxine Holmquist
Maxine Holmquist

09-0025700

State of Minnesota

County of Todd

This instrument was acknowledged before me on 8/13/14, by Danny E. Holmquist and Maxine Holmquist, married to each other



Lisa N. Otremba
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

(insert name and address)

AgStar Title
1921 Premier Drive
Mankato, MN 56001

TAX STATEMENTS FOR THE REAL PROPERTY
DESCRIBED IN THIS INSTRUMENT SHOULD BE
SENT TO:

Eli J. Shrock and Lydiann L. Shrock
16612 County 22,
Eagle Bend, MN 56446

Sue Bertrand

From: matthew cardinal <mattcard84@gmail.com>
Sent: Wednesday, May 14, 2025 9:53 AM
To: Sue Bertrand
Subject: Eli Shrock

TODD COUNTY SECURITY NOTICE:

This email originated from an external sender. Please exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact MIS.

Eli did come to our meeting last night and we approved it from the township level.

Thanks,

Matthew D Cardinal
LMC Investments, LLC
320-260-2173

02-0030100
DONALD E
HALBREHDER

02-0030400
DONALD E
HALBREHDER

09-0025500
DONALD E
HALBREHDER

Partridge River

31

COUNTY-75

02-0031100
GREGG M & NANCY J
HARREN

09-0025700
ELI J & LYDIANN
L SHROCK

09-0025600
JERRY D &
LINDA M KORFE

16612

COUNTY 22

16956

28-0000100
JASON &
HEIDI BERG

07-0004900
JASON &
HEIDI BERG

07-0004800
AARON H &
JILL I WENDEL

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, 2023

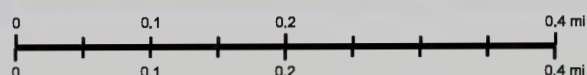
Todd County

MINNESOTA



Todd County GIS
215 1st Ave S, Ste 102
Long Prairie, MN 56347
(Office) 320-732-4248

LetterLayout



The Todd County GIS & Land Services Department has made every effort to provide the most accurate and up-to-date information available in this publication and cannot be held responsible for any unforeseen errors or omissions. If the recipient wishes to locate parcel corners and property lines, employ the services of a Registered Land Surveyor.

Printed on:
Tuesday, May 13, 2025



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

PLANNING & ZONING
215 1st Avenue South, Suite 103
Long Prairie, MN 56347
Phone: 320-732-4420 Fax: 320-732-4803
Email: ToddPlan.Zone@Co.Todd.MN.US

Receipt 2025-0268

Received

JUN 06 2025

JLC 6/9/25
Todd County Planning
& Zoning

CONDITIONAL USE PERMIT APPLICATION

addition to LUP 2022-0312

Applicant Jason Coblenz Mailing Address 25992 County 18

Site Address Browerville MN 56438

Phone Number [REDACTED]

Property Owners Name & Address (if not applicant) _____

Parcel ID(s) 26-0634300 Township Ward Lake/River Name Long Prairie River
Watershed

Zoning District (circle one): AF-1; AF2; R2-R-10; UG; RT; Comm; L-M; or Shoreland.

Full and Current Legal Description(s) _____
(attach if necessary)

Current tax statement or other proof of ownership attached ☒ yes () no

Measurement of land involved: Width _____ Length _____ Acres _____

Septic System: Date installed 03/2002 Date of latest Compliance Inspection 5-21-25

Is an upgrade needed: () yes ☒ no

Site accessed by: ☒ public road () easement

If easement, is the easement legally recorded? () yes () no

Detailed Explanation of Request:

We are looking to expand our current greenhouse operation
as the need for flowers and vegetables is greater than we
can supply with one structure. We also strive to keep our
children profitably employed working with us.
We are requesting 4 additional structures if we need them in the next

Did you meet with the Township Board to present the Application for Conditional Use Permit? several years.
Yes ☒ No _____ Date of the meeting: 3 / 18 / 25

Optional Township Board Signature

Board Position

Will the request create an excessive burden on the existing roads or other utilities? **Explain**

no we live along blacktop road

Is the requested use compatible with the surrounding properties? **Explain**

yes We are surrounded with farm land

Could the use significantly depreciate near-by properties? **Explain**

no Everyone enjoys visiting greenhouses

Will the structure and the use have an appearance that will not have an adverse effect on near-by properties? **Explain**

Our neighbors all enjoy our greenhouse

Will the requested use create an adverse affect on near-by properties because of noise, odor, glare, hours of operation, or general unsightliness? **Explain**

NO! Flowers, shade trees, and fruit trees are beautiful

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Long Prairie, MN 56347

Fee: \$500.00 or After-the-Fact Fee: \$1,000.00 payable to "Todd County"

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****A PARCEL IN JOINT OWNERSHIP MUST PROVIDE WRITTEN SIGNATURE OF ALL OWNERS****

Jason + Susanna Coblenz
Applicant Name Printed

Jason + Susanna Coblenz
Signature

6-6-25
Date

Property Owner Name Printed

Signature (If different than applicant)

Date

A Conditional Use Permit expires and is considered invalid unless they are substantially completed within thirty-six months of the date the CUP is granted by the County Board (Section 5.05(N) of the County Zoning Ordinance).

Site Plan

Outline how the intended use will be situated on the property including buildings, parking areas, signage, material storage areas, etc.

* see attached

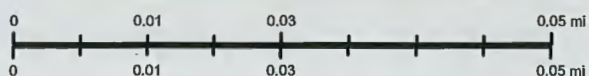


Todd County
MINNESOTA



Todd County GIS
215 1st Ave S, Ste 102
Long Prairie, MN 56347
(Office) 320-732-4248

LetterLayout



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Printed on:
Thursday, March 6, 2025

08-24-2022 at 4:04 PM
LINDA DAOUST
TODD COUNTY RECORDER
Long Prairie, MN
Fee Amount: \$46.00

CONDITIONAL USE PROCEEDINGS

STATE OF MINNESOTA COUNTY OF TODD

In The Matter of: Jason J. & Susanna Coblentz
Mailing Address: 25992 County 18
Browerville, MN 56438

Property Owner: Jason J. & Susanna Coblentz
Mailing Address: 25992 County 18
Browerville, MN 56438

Site Address: 25992 County 18 **Parcel Number:** 26-0034300

REQUEST: Request for Conditional Use Permit to operate a commercial greenhouse in R-10 zoning.

The above entitled matter was heard before the Todd County Planning Commission on the 4th day of August, 2022, on a petition for Conditional Use pursuant to the Todd County Zoning Ordinance, for the following described property:

SECT-34 TWP-131 RANG-33
BEG AT NE COR OF SOUTH OAK VIEW, W 600 FT,
S 117.02 FT, W 158.90 FT, N 847.90 FT, E
758 FT TO E LINE OF E2 SW4, S 730.88 FT TO
BEG, BEING PART OF E2 SW4
13.16 ACRES

Record this document in: X abstract records _____ torrens records.

IT IS ORDERED that the Conditional Use # CUP-2022-009 be (granted, denied) as upon the following conditions, changes or reasons:

1. The greenhouse operator must provide adequate off-street parking for all greenhouse traffic. No parking will be allowed within the road right of way.
2. No loading or unloading of materials will be allowed within the road right of way.
3. The business is restricted to a single greenhouse structure. Construction of additional greenhouses will require review by the Planning Commission.

4. Applicant must obtain permitting and/or licensing from additional governmental agencies as necessary.



Todd County Board of Commissioners
Rodney Erickson, Chairperson

8-16-2022

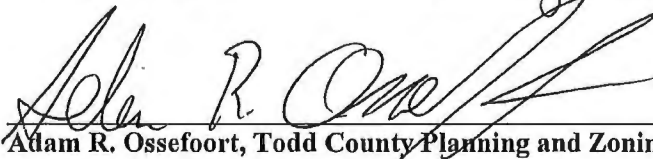
Date

STATE OF MINNESOTA
COUNTY OF TODD

OFFICE OF TODD COUNTY
PLANNING & ZONING OFFICE

I, Adam R. Ossefoort Todd County Planning & Zoning Director, County of Todd with and in for said County, do hereby certify that I have compared the foregoing copy and order (granting, ~~denying~~) a Conditional Use with the original record thereof preserved in my office, and have found the same to be correct and true transcript of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand at Long Prairie, MN in the County of Todd on the 24th day of August, 2022.



Adam R. Ossefoort, Todd County Planning and Zoning Director

Drafted by: Sue Bertrand
Planning and Zoning Staff

This form mailed to applicant: Sept. 9th, 2022

Date

Activities granted by a Conditional Use Permit expire and are considered invalid unless they are substantially completed within thirty-six months of the date the conditional use permit is granted by the Board of Commissioners. Section 5.05M Todd County Ordinance.



WHERE THE FOREST MEETS THE PRAIRIE

Todd County

• MINNESOTA • EST. 1855 •

PLANNING & ZONING

215 1st Avenue South, Suite 103

Long Prairie, MN 56347

Phone: 320-732-4420 Fax: 320-732-4803

September 9th, 2022

Jason J. & Susanna Coblentz
25992 County 18
Browerville, MN 56438

RE: Conditional Use Proceedings

PIN: 26-0034300

Dear Jason & Susanna,

Enclosed is a copy of the proceedings for your Conditional Use request for your property, parcel number **26-0034300**, showing that your request was approved.

Please retain a copy of the enclosed for your records.

If you have questions regarding this matter please contact the Todd County Planning and Zoning Office at 320-732-4420.

Sincerely,

Sue Bertrand
Todd County Planning and Zoning
Planning and Zoning Staff

Enclosure: Conditional Use Proceedings

Sue Bertrand

From: Nikki Deyle <clerkward@gmail.com>
Sent: Monday, June 9, 2025 2:30 PM
To: Sue Bertrand
Subject: Confirmation

TODD COUNTY SECURITY NOTICE:

This email originated from an external sender. Please exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact MIS.

Sue,

Yes, Jason did attend the March 18th township meeting where he talked about expanding his greenhouses. The board did not have any objections.

Any other questions, please let me know.

Thanks,
Nikki Deyle

26-0034303
JOHN C & CHRISTINE
K PETRON

26-0034302
JOHN C & CHRISTINE
K PETRON

26-0034600
GARY & CHERYL
PERISH

26-0034300
JASON J &
SUSANNA COBLENTZ

COUNTY 18

26-0034800
GARY & CHERYL
PERISH

26-0049500
JSL PROPERTIES
LLC

26-0034301
JOHN C & CHRISTINE
K PETRON

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, 2023

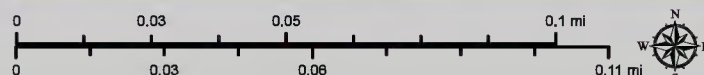
Todd County

MINNESOTA



Todd County GIS
215 1st Ave S, Ste 102
Long Prairie, MN 56347
(Office) 320-732-4248

LetterLayout



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Printed on:
Monday, June 9, 2025



WHERE THE FOREST MEETS THE PRAIRIE

Todd County
• MINNESOTA • EST. 1855 •

Receipt # 2025-0272
PLANNING & ZONING
215 1st Avenue South, Suite 103
Long Prairie, MN 56347
Phone: 320-732-4420 Fax: 320-732-4803
Email: ToddPlan.Zone@Co.Todd.MN.US

Received

JUN 06 2025
JCC 6/9/25
Todd County Planning
& Zoning

CONDITIONAL USE PERMIT APPLICATION

Applicant New Heights Dairy LLC Mailing Address 3145 155th St NW, Rice, MN 56367

Site Address 37674 Co Hwy 11, Clarissa, MN 56440

Phone Number [REDACTED]

Property Owners Name & Address (if not applicant) New Heights Dairy LLC

3145 155th St NW Rice, MN 56367

Parcel ID(s) 07-0008801 Township Eagle Valley Lake/River Name _____

Zoning District (circle one): AF-1; AF2; R-2; R-10; UG; RT; Comm; L-M; or Shoreland.

Full and Current Legal Description(s) attached
(attach if necessary)

Current tax statement or other proof of ownership attached () yes () no

Measurement of land involved: Width _____ Length _____ Acres 60.1

Septic System: Date installed 1996/2000 Date of latest Compliance Inspection 6-4-2025

Is an upgrade needed: () yes (X) no

Site accessed by: (X) public road () easement

If easement, is the easement legally recorded? () yes () no

Detailed Explanation of Request:

We are applying to add a 132' x 118' addition on to an existing facility and expand animal units from
1752 AU to 1997.4 AU. Final head count will be 502 dairy calves and 1355 dairy cows >1000 lbs.

A sand separation lane and stockpile area will be added as well.

Did you meet with the Township Board to present the Application for Conditional Use Permit?

Yes X No _____ Date of the meeting: 6/3/25

Stanley Johnson
Optional Township Board Signature

Chairman
Board Position

Will the request create an excessive burden on the existing roads or other utilities? **Explain**

Will not. This is an existing / active facility. No new utilities will be needed.

Is the requested use compatible with the surrounding properties? **Explain**

Yes. There are other livestock facilities in the area and county with similar design and management.

Could the use significantly depreciate near-by properties? **Explain**

Will not. This is an existing active facility. No depreciation of near-by properties is anticipated.

The facility design and operation are consistent with other dairy facilities in the county and state.

Will the structure and the use have an appearance that will not have an adverse effect on near-by properties? **Explain**

No. The facility design is consistent with other dairies in the county.

Will the requested use create an adverse affect on near-by properties because of noise, odor, glare, hours of operation, or general unsightliness? **Explain**

As this is an existing / active facility there should not be any increase in odor, noise, glare or unsightliness. Hours of operation will remain the same as the current operation.

**RETURN APPLICATION, SITE PLAN, SEWER INFORMATION AND ANY ADDITION
INFORMATION, AND FEE TO:**

Todd County Planning & Zoning Office
215 1st Ave South, Suite 103
Long Prairie, MN 56347

Fee: \$500.00 or After-the-Fact Fee: \$1,000.00 payable to "Todd County"

Only complete applications may be placed on an agenda

****A PARCEL IN JOINT OWNERSHIP MUST PROVIDE WRITTEN SIGNATURE OF ALL OWNERS****

Brent Czech

Applicant Name Printed

BK

Signature

6-6-25

Date

Debra Czech

Property Owner Name Printed

Myron N. Czech

Signature (If different than applicant)

6/6/25

Date

A Conditional Use Permit expires and is considered invalid unless they are substantially completed within thirty-six months of the date the CUP is granted by the County Board (Section 5.05(N) of the County Zoning Ordinance).

TWIN EAGLE DAIRY LLP

Conditional Use Permit Application

Page 3 of 5

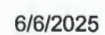
6/6/2025

Revised 1/13/2025

New
Heights
Dairy
LLC

This aerial map displays a property layout with several numbered lots and features. The map is oriented with North at the top. Key elements include:

- County-11:** Labeled vertically along the left edge of the map.
- Well:** Two blue dots labeled "Well" are located in the upper left quadrant.
- Lot 1:** A large central lot, outlined in blue, containing a large white building.
- Lot 1A:** A smaller lot to the west of Lot 1, also outlined in blue.
- Lot 2:** A small lot to the east of Lot 1.
- Lot 3:** A small lot south of Lot 1.
- Lot 4:** A lot to the west of Lot 1.
- Lot 5:** A lot to the east of Lot 1.
- Lot 6 - eliminated:** A lot to the east of Lot 5.
- Lot 8:** A large lot to the east of Lot 5, containing a large pond.
- Lot 9:** A lot to the west of Lot 1.
- Lot 10:** A lot to the west of Lot 4.
- Lot 11:** A large lot to the north of Lot 10.
- Lot 12:** A large lot to the east of Lot 10.
- Lot 13:** A lot to the south of Lot 3.
- Lot 14 - eliminated:** A lot to the south of Lot 3.
- Lot 19:** A lot to the north of Lot 4, outlined in blue.
- Lot 20:** A lot to the north of Lot 19, outlined in blue.
- Lot 21:** A lot to the north of Lot 20.
- Eagle Valley 10-131N-34W:** Labeled in the center-right area of the map.
- Other features:** Several ponds, a large pile of lumber in the bottom right, and various smaller buildings and structures are visible.





**DEPARTMENT
OF REVENUE**

View Summary for Preliminary eCRV ID 1754421

County: Todd Auditor ID: 250170

Submit Date: 05/08/2025 9:25 AM Accept Date: 05/08/2025 10:41 AM

Buyers Information

Organization name: New Heights Dairy, LLC
Address: 3145 155th Street NW, Rice, MN 56367 United States
Foreign address: No
Phone number: (320) 630-7714
Email:

**** MN Revenue does not display SSN/Tax ID fields due to privacy. ****

Sellers Information

Organization name: Twin Eagle Dairy, L.L.P.
Address: 20061 380th St., Clarissa, MN 56440 United States
Foreign address: No
Phone number: (218) 639-9424
Email:

**** MN Revenue does not display SSN/Tax ID fields due to privacy. ****

Property Information

County: Todd
Legal description:

Parcel A: The Southwest Quarter of the Northwest Quarter (SW¼ of NW¼), Section Ten (10), Township One Hundred Thirty-one (131), Range Thirty-four (34). Parcel A-1: The West 300 feet of the Southeast Quarter of the Northwest Quarter (SE¼ of NW¼) of Section Ten (10), Township One Hundred Thirty-one (131), Range Thirty-four (34). Parcel A-2: That part of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) and that part of the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼), all in Section Ten (10), Township One Hundred Thirty-one (131), Range Thirty-four (34), Todd County, Minnesota, described as follows: Beginning at the southwest corner of said Northwest Quarter of the Northwest Quarter (NW¼ of NW¼); thence North 00 degrees 29 minutes 17 seconds East, assumed bearing, 300.03 feet along the west line of said Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) to the intersection with the north line of the South 300.00 feet of said Northwest Quarter of the Northwest Quarter (NW¼ of NW¼); thence North 89 degrees 40 minutes 54 seconds East 1242.43 feet along said north line of the South 300.00 feet of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼); thence South 00 degrees 52 minutes 17 seconds West 99.07 feet; thence North 89 degrees 46 minutes 22 seconds East 389.18 feet to the intersection with the east line of the West 300.00 feet of said Northeast Quarter of the Northwest Quarter (NE¼ of NW¼); thence South 00 degrees 40 minutes 46 seconds West 200.36 feet along said east line of the West 300.00 feet of the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼) to its intersection with the south line of said Northeast Quarter of the Northwest Quarter (NE¼ of NW¼); thence South 89 degrees 40 minutes 54 seconds West 1630.29 feet along said south line of the Northeast Quarter of the Northwest Quarter (NE¼ of NW¼) and the south line of said Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) to the point of beginning, Subject to County 11 on the west, Todd County, Minnesota.

Deeded acres:	60.10
Will use as primary residence:	No
What is included in the sale:	Land and Buildings
New construction:	No

Property Location(s)

Property location:	37674 Cty 11, Clarissa, 56440
--------------------	-------------------------------

Preliminary Parcel IDs

Parcels to be split or combined:	Yes
Primary parcel ID:	07-0008801
Additional parcel ID(s):	07-0008800, 07-0008900

Use(s)

Planned use:	Agriculture/Rural / Animal related /Dairy
Primary use:	Yes
Prior use:	Agriculture/Rural / Animal related /Dairy

Sales Agreement Information

Deed Type:	Contract for Deed
Date of Deed or Contract:	04/24/2025
Purchase amount:	\$2,085,500.00
Downpayment amount:	\$0.00
Seller-paid points:	\$0.00
Delinquent Special Assessments and Delinquent Taxes Paid by Buyer:	\$0.00
Financing type:	Contract for Deed

Finance Arrangements

Mortgage or contract amount:	\$2,085,500.00
Payment type:	Monthly
Payment amount:	\$15,000.00
Payment is for:	Principal and Interest
Interest rate type:	Fixed
Interest rate:	5.0E-4%
Number of payments:	207
Balloon payment amount:	\$1,299,374.00
Balloon payment date:	09/01/2042

Personal Property

Personal property included:	No
-----------------------------	-----------

Sales Agreement Questions

Buyer leased before sale:	No	Lease option to buy:	No
Seller leased after sale:	No	Minimum rental income guaranteed:	No
Partial interest indicator:	No	Contract payoff or deed resale:	No
Received in trade:	No	Like exchange (IRS section 1031):	No
Purchase over two years old:	No		

Supplementary Information

Buyer paid appraisal:	No	Appraisal value:	\$0.00
Seller paid appraisal:	No	Appraisal value:	\$0.00
Buyer and seller related:	No	Organization tax exempt:	No
Government sale:	No	Foreclosed, condemned or legal proceedings:	No
Gift or inheritance:	No	Name change:	No
Buyer owns adjacent property:	No		
Public promotion:	No		
Comment on public promotion:	Word of Mouth		

Significant different price paid: **No**
Comment on price difference:

Submitter Information

Submit date: **05/08/2025 9:25:11 AM**
Submitter: **MELINDA FIETEK**
Organization: **Larson Abstract Company, Inc.**
Email: **mfietek@larsonabstract.com**
Phone number: **(320) 639-2637**
Comments:

Terms Accepted by the Submitter:

I declare under penalty of law that I have examined the information entered and submitted on this form, and, based on what I know and believe to be true, the information entered on this form is complete and correct.

LLC OR



19303360002

ARTICLES OF ORGANIZATION

OF

New Heights Dairy, LLC

The undersigned organizer, being a natural person 18 years of age or older, in order to form a limited liability company under Minnesota Statutes, Chapter 322B, hereby adopts the following Articles of Organization: ✓

ARTICLE I

The name of this Company is New Heights Dairy, LLC. ✓

ARTICLE II

The registered office of this Company is located at 3145 155th St. NW, Rice, Minnesota 56367. ✓

ARTICLE III

The name and address of the organizers of this Company is as follows:

Myron N. Czech, 12662 125th Street, Little Falls, MN 56345
Debra L. Czech, 12662 125th Street, Little Falls, MN 56345 ✓
Brent J. Czech, 3145 155th St. NW, Rice, MN 56367

ARTICLE IV

Unless dissolved earlier according to law, this Company shall exist for a period of thirty (30) years from and after the date these Articles of Organization are filed with the Minnesota Secretary of State. ✓

ARTICLE V

Upon the occurrence of any event under section 322B, 80, subdivision 1, clause (5), that terminates the continued membership of a member in the Company and leaves the Company with at least two remaining members, the remaining members shall have the power to avoid dissolution by giving dissolution avoidance consent.

ARTICLE VI

The members of the Company shall have the power to enter into a business continuation agreement.

OPERATING AGREEMENT

OF

New Heights Dairy, LLC

A MINNESOTA LIMITED LIABILITY COMPANY
ORGANIZED UNDER MINNESOTA STATUTES CHAPTER 322B.

SECTION 1

INITIAL DATE, PARTIES AND TERMS OF AGREEMENT

1.1 Initial Date and Parties. This Agreement is first made on the below date and is initially agreed to by ("the Company") and all persons who on that date are members of the Company.

1.2 Subsequent Parties. No person may become a member of the Company without first assenting to and signing this Agreement. Any act by the Company to offer or provide member status, or reflect that status in the Company's Required Records, automatically includes the condition that the person becoming a member first assent to and sign this Agreement. Furthermore, no member may offer to assign or assign governance rights or membership units unless the assignee has assented to and signed this Agreement.

1.3 Relationship with Articles of Organization. If a provision of this Agreement differs from a provision of the Company's Articles of Organization, then to the extent allowed by law this Operating Agreement will govern.

1.4 Tax Matters.

(a) The members acknowledge that the Company will be treated as a "LLC" for federal and Minnesota state tax purposes. All provisions of this Agreement, the Company's Articles of Organization, and the Company's Operating Agreement are to be construed so as to preserve that tax status.

(b) Within ninety (90) days after the end of the fiscal year, the managers will cause to be delivered to each person who was a member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be required to take full advantage of "LLC" tax treatment.

the Chief Manager or Chief Financial Manager of the Company. At each regular meeting the members entitled to vote shall elect qualified successors for governors who serve for an indefinite term or whose terms have expired or are due to expire within six (6) months after the date of the meeting and may transact any other business, provided, however, that no business with respect to which special notice is required by law shall be transacted unless such notice shall have been given.

3.3 Special Meetings. A special meeting of the members may be called for any purpose or purposes at any time by the Chief Manager; by the Chief Financial Manager; by the Board of Governors or any two or more governors; or by one or more members owning not less than ten (10) percent of the voting power of all membership interests of the Company entitled to vote, who shall demand such special meeting by written notice given to the Chief Manager or the Chief Financial Manager of the Company specifying the purpose of such meeting.

3.4 Meetings Held Upon Member Demand. Within thirty (30) days after receipt of a demand by the Chief Manager or the Chief Financial Manager from any member or members entitled to call a meeting of the members, it shall be the duty of the Board of Governors of the Company to cause a special or regular meeting of members, as the case may be, to be duly called and held on notice no later than ninety (90) days after receipt of such demand. If the Board fails to cause such a meeting to be called and held as required by this Section, the member or members making the demand may call the meeting by giving notice as provided in Section 1.04 hereof at the expense of the Company.

3.5 Adjournments. Any meeting of the members may be adjourned from time to time to another date, time, and place. If any meeting of the members is so adjourned, no notice as to such adjourned meeting need be given if the date, time, and place at which the meeting will be reconvened are announced at the time of adjournment.

3.6 Notice of Meetings. Unless otherwise required by law, written notice of each meeting of the members, stating the date, time, and place and, in the case of a special meeting, the purpose or purposes, shall be given at least ten (10) days and not more than sixty (60) days prior to the meeting to every owner of membership interests entitled to vote at such meeting except as specified in Section 3.04 or as otherwise permitted by law. The business transacted as a special meeting of members is limited to the purposes stated in the notice of the meeting.

3.7 Waiver of Notice. A member may waive notice of the date, time, place, and purpose or purposes of a meeting of Members. A waiver of notice by a member entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a member at a meeting is a waiver of notice of that meeting, unless the member objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

3.8 Voting Rights. A member shall have voting power in proportion to the value of the member's contribution to the Company. Except as otherwise required by law, an owner of a

4.2 Term. Each governor shall serve for an indefinite term that expires at the next regular meeting of the members. A governor shall hold office until a successor is elected and has qualified or until the earlier death, resignation, removal, or disqualification of the governor.

4.3 Vacancies. Vacancies on the Board of Governors resulting from death, resignation, removal, or disqualification of a governor may be filled by the affirmative vote of a majority of the remaining governors, even though less than a quorum. Vacancies on the Board resulting from newly created governorships may be filled by the affirmative vote of a majority of the governors serving at the time such governorships are created. Each person elected to fill a vacancy shall hold office until a qualified successor is elected by the members at the next regular meeting or at any special meeting duly called for that purpose.

4.4 Place of Meetings. Each meeting of the Board of Governors shall be held at the principal executive office of the Company or at such other place as may be designated from time to time by a majority of the governors or by the Chief Manager. A meeting may be held by conference among the governors using any means of communication through which the governors may simultaneously hear each other during the conference.

4.5 Regular Meetings. Regular meetings of the Board of Governors for the election of managers and the transaction of any other business shall be held without notice at the place of and immediately after each regular meeting of the members.

4.6 Special Meetings. A special meeting of the Board of Governors may be called for any purpose or purposes at any time by any governor by giving not less than two (2) days' notice to all governors of the date, time, and place of the meeting, provided that when notice is mailed, at least four (4) days' notice shall be given. The notice need not state the purpose of the meeting.

4.7 Waiver of Notice: Previously Scheduled Meetings.

(a) A governor of the Company may waive notice of the date, time, and place of a meeting of the Board. A waiver of notice by a governor entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a governor at a meeting is a waiver of notice of that meeting, unless the governor objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and thereafter does not participate in the meeting.

(b) If the day or date, time, and place of a Board meeting have been provided as set forth herein or announced at a previous meeting of the Board, no further notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken of the date, time, and place at which the meeting will be reconvened.

4.8 Quorum. A majority of the governors currently holding office shall be necessary to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of

(c) Section 4.04 and Section 4.06 through 4.12 hereof shall apply to committees and members of committees to the same extent as those Sections apply to the Board and governors.

(d) Minutes, if any, of committee meetings shall be made available upon request to members of the committee and to any governor.

4.14 Special Litigation Committee. Pursuant to the procedure set forth in Section 4.13, the Board may establish a committee composed of one or more independent governors or other independent persons to determine whether it is in the best interest of the Company to pursue a particular legal right or remedy of the Company and whether to cause, to the extent permitted by law, the dismissal or discontinuance of a particular proceeding that seeks to assert a right or remedy on behalf of the Company. The committee, once established, is not subject to the direction or control of, or termination by, the Board. A vacancy on the committee may be filled by a majority vote of the remaining committee members. The good faith determinations of the committee are binding upon the Company and its governors, manager, and members to the extent permitted by law. The committee terminates when it issues a written report of its determinations to the Board.

4.14 Compensation. The Board may fix the compensation, if any, of governors.

SECTION 5 MANAGERS

5.1 Number and Designation. The Company shall have one or more natural persons exercising the functions of the position of Chief Manager and Chief Financial Manager. The Board of Governors may elect or appoint such other managers or agents as it deems necessary for the operation and management of the Company, with such powers, rights, duties, and responsibilities as may be determined by the Board, each of whom shall have the powers, rights, duties, and responsibilities set forth in this Operating Agreement unless otherwise determined by the Board. Any of the positions or functions of those positions may be held by the same person.

5.2 Chief Manager. Unless provided otherwise by a resolution adopted by the Board of Governors, the Chief Manager (a) shall have the general active management of the business of the Company; (b) shall, when present, preside at all meetings of the members and the Board; (c) shall see that all orders and resolutions of the board are carried into effect; (d) may maintain records of and certify proceedings of the Board and members; and (e) shall perform such other duties as may from time to time be prescribed by the Board.

5.3 Chief Financial Manager. Unless provided otherwise by a resolution adopted by the Board of Governors, the Chief Financial Manager (a) shall keep accurate financial records for the Company; (b) shall deposit all monies, drafts, and checks in the name of and to the credit of the Company in such banks and depositories as the Board shall designate from time to time; (c) shall endorse for deposit all notes, checks, and drafts received by the Company as ordered by the Board, making proper vouchers therefor; (d) shall disburse company funds and issue checks

(c) A manager may be removed at any time, with or without cause, by a resolution approved by the affirmative vote of a majority of the governors present at a duly held Board meeting, subject to the provisions of any member control agreement.

(d) A vacancy in a position because of death, resignation, removal, disqualification or other cause may, or in the case of a vacancy in the position of Chief Manager or Chief Financial Manager shall, be filled for the unexpired portion of the term by the Board.

5.9 Salaries. The salaries of all managers of the Company shall be fixed by the Board of Governors or by the Chief Manager if authorized by the Board.

SECTION 6 INDEMNIFICATION

6.1 Indemnification. The Company shall indemnify its managers and governors for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as required or permitted by Minnesota Statutes, Section 322B.699, as amended from time to time, or as required or permitted by other provisions of law.

6.2 Insurance. The Company may purchase and maintain insurance on behalf of any person in such person's official capacity against any liability asserted against and incurred by such person in or arising from that capacity, whether or not the Company would otherwise be required to indemnify the person against the liability.

SECTION 7 MISCELLANEOUS

7.1 Execution of Instruments.

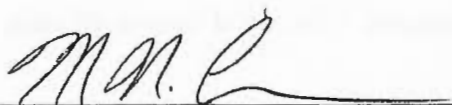
(a) All deeds, mortgages, bonds, checks, contracts, and other instruments pertaining to the business and affairs of the Company shall be signed on behalf of the Company by the Chief Manager, or the President, Chief Financial Manager, or any Vice President, or by such other person or persons as may be designated from time to time by the Board of Governors.

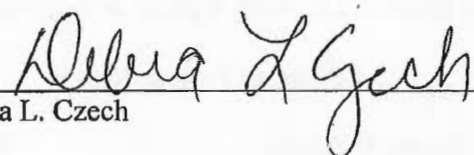
(b) If a document must be executed by persons holding different positions or functions and one person hold such positions or exercises such functions, that person may execute the document in more than one capacity if the document indicates each such capacity.

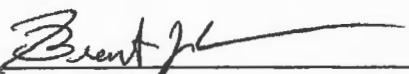
7.2 Declaration of Distributions. The Board of Governors shall have the authority to declare distributions upon the membership units of the Company to the extent permitted by law.

appropriate to effectuate and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement.

This Operating Agreement was adopted as and for New Heights Dairy, LLC, a Minnesota limited liability company, on the 15th day of May, 2006.


Myron N. Czech


Debra L. Czech


Brent J. Czech

Policy issued by for \$ and is the applicant, owner and beneficiary thereof. Premiums for said policies may be paid by the LLC, but said premiums will be included in each member's draw.

3. Upon the death of any member, the surviving member(s) shall purchase, and the estate of the decedent shall sell, the LLC interest then owned by the deceased member. The purchase price of such interest shall be computed in accordance with the provisions of Section 4 of this agreement.

4. Unless and until changed as hereinafter provided, the total value of New Heights Dairy, LLC for the purpose of determining the purchase price to be paid for the interest of a deceased, disabled, or departing member shall be determined by appraisal on the part of neutral arbitrators selected as prescribed in Section 4. The value of each member's respective interest in said LLC shall be based on his ownership percentage in the LLC. Within (30) days following the end of each fiscal year, Myron, Debra and Brent shall re-determine the value of said LLC and their respective interests therein. Such values shall be endorsed on Exhibit C, attached hereto.

If Myron, Debra and Brent fail to re-determine said values for a particular year, the last previously stipulated values shall control, except that if no valuation is agreed upon for two consecutive years, the value of a member's interest shall be agreed upon by departing member or the representative(s) of the deceased or disabled member and the remaining members. If an agreement is not reached within thirty (30) days after the departure, death or disability of a member, the value of the departing, deceased or disabled member's interest shall be determined by arbitration as follows.

The remaining members and the representative(s) of the disabled or deceased member shall each name one arbitrator, the two of which shall name a third. The decision of the majority

the legal representative(s) of the deceased member by the payment of such price and, if the right is not so exercised within the time allowed, it shall lapse.

6. Upon the payment of the purchase price to the estate of the deceased member, in cash or in cash and notes, the estate shall execute and deliver to the surviving member(s) all documents reasonably requiring to evidence such purchase; and all rights of the estate in the LLC and in its business and assets shall thereafter belong to the surviving members. Simultaneously, the surviving members shall deliver to the estate of the deceased member an agreement indemnifying the estate against all liabilities of the LLC.

7. This agreement may only be altered, amended, or terminated in writing upon agreement of all members. In the event of a termination of this agreement before the death of any member, each shall be entitled to an assignment to him of any policy on his life upon payment by him to the owner within ninety (90) days of such termination, of a sum equal to the interpolated terminal reserve as of the date of transfer, less any existing indebtedness charged against the policy, plus the proportionate part of gross premium last paid before the date of transfer, which covers the period extending beyond that date.

8. This agreement shall terminate on the occurrence of any of the following events:

- (a) Cessation of the LLC business.
- (b) Bankruptcy, receivership or dissolution of the LLC.

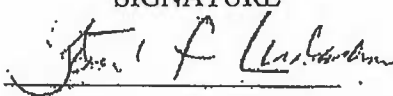
9. This agreement shall be binding upon the members, their heirs, legal representatives, successors and assigns.

10. Notwithstanding the provisions of this agreement, the Ins. Co., _____, is hereby authorized to act in accordance with the terms of any policies issued by it as if this agreement did

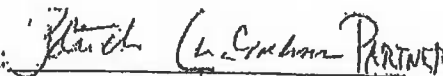
CERTIFICATE OF INCUMBENCY

The undersigned, Authorized Partner of Twin Eagle Dairy, L.L.P. a limited liability partnership (hereinafter "Company"), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting Partner of the Company and is charged with maintaining the records, minutes and seal of the Company.
2. That pursuant to the Company's Organizational Documents, the following named person(s) was/were designated and appointed to the office(s) indicated below, and that said person(s) does/do continue to hold such office(s) at this time, and the signature(s) set forth opposite the name(s) are genuine signatures.

NAME	SIGNATURE	TITLE
<u>Patrick Lunemann</u>		<u>Partner</u>

3. That pursuant to the Company's Organizational Documents, the person(s) designated to serve in the above-entitled capacity was/were given sufficient authority to act on behalf of and to bind the Company with respect to real estate transactions, and that the execution by said person(s) of documents related to such transactions, constitute a legally binding and enforceable obligation of the Company.
4. That pursuant to the Company's Organizational Documents, the undersigned has the power and authority to execute this certificate on behalf of the company and that he/she has so executed this certificate and set the seal of the Company this 18th day of April, 2025.

Signature:  Partner

Name: Patrick Lunemann
Title: Partner

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PATRICK F &
JODY LUNEMANN

07-0008901
PATRICK F &
JODY LUNEMANN

07-0007400
LYNNETTE M
SCHROEDER

COUNTY 11

07-0008801
TWIN EAGLE
DAIRY, LLP

37674

07-0008800
PATRICK F &
JODY LUNEMANN

07-0008200
LYNNETTE M
SCHROEDER

07-0009000
TWIN EAGLE
DAIRY, LLP

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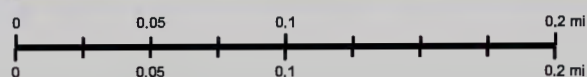
Todd County

MINNESOTA



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LetterLayout



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Printed on:
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