

SUPPLEMENTAL PACKET II

S.A.

Ron Moore

From: Randy Graham <rakagra@gmail.com>
Sent: Tuesday, May 21, 2019 11:08 AM
To: Ron Moore
Cc: Kathy Graham; ward1; ward2; ward3; ward4; mayor
Subject: Ordinance 01-2019

Ron -

Kathy and I are unable to attend tonight's CC meeting or public hearing. We would much appreciate it if you could read this email into the meeting minutes:

Mr. Mayor and Members of the City Council:

We are happy to have spent the bulk of our adult lives in the peaceful and bucolic town of Afton where the women, men and kids are strong, good-looking, and above average – in no particular order. All of our neighbors are wonderful people, and when we say neighbors, we extend that outward to include all the citizens of Afton, of whom every single one is great, except for a few knuckleheads. Actually, rather than cast aspersions on the character of any person who chooses to live in this magnificent community, let's just say that on occasion, occasional individuals act in a knuckleheaded fashion. And that's exactly why we need city ordinances.

The Afton City Council recently dusted off the section of the city code relating discharge of weapons and discussed some changes because there have been some recent incidents where a few folks were acting in a way that some would describe as knuckleheaded. We think that the new suggested language, the product of the city council's efforts, is exactly what we need. It in no way limits any citizen from owning firearms, nor does it restrict Afton's longstanding tradition of hunting. It does, however, put a big crimp in behavior that is unsafe and un-neighborly—behavior that no normal, sane person would engage in if they thought twice about it.

Specifically, what does this new language say? It says that folks can't shoot on school property, or across a road, or if they're too close to their neighbor's house, or when their neighbors are trying to sleep. It also says they can't shoot onto their neighbor's property, or if they're drunk. And it says kids can't shoot a gun unless they're with an adult. This is all common-sense stuff, and stuff all normal, sane, non-knuckleheaded people are already doing. And now, thanks to the work of our city council, it's down in writing.

Thanks, Afton City Council. Good job.

Randy and Kathy Graham

5912 Trading Post Trail

Ron Moore

From: mayor
Sent: Tuesday, May 21, 2019 12:17 PM
To: Ron Moore
Subject: FW: firearm ordinance

FYI please include

From: wdiep@aol.com [wdiep@aol.com]
Sent: Tuesday, May 21, 2019 12:10 PM
To: ward1; ward2; ward3; ward4; mayor
Subject: firearm ordinance

Hello all, my mother, Ann Dieperink, will try to be at the meeting this evening, but may not make it. Please accept this information for the record in her behalf. She is asking to have this read into the record. Thank you, Petra

It seems to me that the gun ordinance is not only needed but very fair-minded. It is not anti-hunting or against the Second Amendment, but is simply a reasonable way to balance the protection of our new more crowded Afton with the rights of people to own and use their guns in a legal way. I am for the new Ordinance and unfortunately unable to attend the Council Meeting tonight.

Ann Dieperink

Ron Moore

Subject: FW: To be read during public comment period

From: dickbend@gmail.com [mailto:dickbend@gmail.com]

Sent: Tuesday, May 21, 2019 3:47 PM

To: Ron Moore <rmoorse@ci.afton.mn.us>

Subject: To be read during public comment period

Hi Ron,

Could you read the following during the public comment period:

It has come to my attention that references have been made either in the council packet or in council meetings to my having contributed to an ordinance designed to control use of firearms in Afton. I was independently contacted by a couple of current council members for my thoughts on firearms use in Afton. and have freely provided my comments. I also provided some suggested changes to a draft sent to me by Council member Wroblewski who has certainly done a lot of hard work on this issue.

Because I have no control over whatever is contained in drafts actually presented to the council, I want to make sure my opinions on use of firearms in Afton are not misrepresented. I have been used to rural sounds for as long as I have lived in Afton. Along with cows, tractors and chainsaws, that includes gunshots. Common sense suggests that use of any of these, except where required for farming, is unreasonable when people are customarily asleep. Other than when most people sleep, I don't believe a noise ordinance should prohibit their use. The safe recreational use of firearms should not be discouraged. I don't believe Afton should impose any restriction on the use of firearms by hunters, but instead should rely on the safeguards imposed by state statutes and rules.

There are some qualifications to my just stated general attitudes: the existing requirement that landowner permission be required is reasonable and should be kept in place. Common gun safety requires that projectiles remain on the landowner's property from which they were discharged, should not pass near buildings, should follow safe trajectories and should end in safe backstops.

Richard Bend

10.C.1

CITY OF AFTON SIMPLE SUBDIVISION PERMIT APPLICATION

Owner	Address	City	State	Zip	Phone
Michael R Orth Emily Kivisto	16226 53 rd St. South	Afton	MN	55001	612 850 2009 612 670 2305

Applicant (if different than owner)	Address	City	State	Zip	Phone
Cynthia M. Kivisto					

Project Address	City	State	Zip
16226 53 rd St. South	AFTON	MN	55001

Zoning Classification	Existing Use of Property	PID# or Legal Description
Residential	vacant land	35.028.20.21.0026

Description of Request
see attached letter

By signing this application, the applicant agrees to pay all expenses incurred by the City of Afton. In connection with this request, your signature constitutes permission for a representative of the City of Afton to enter your property, during business hours, to evaluate this request. This may involve minor excavating or soil borings. If you would like to be present during this evaluation, please contact the City.

 <i>Cukwisto</i>	5/6/2019
Signature of Owner/Applicant	Date

Make checks payable to: **City of Afton**

FEES:	ESCROW:	TOTAL:	\$ 850.00
Subdivision-Simple \$250.00	Subdivision-Simple \$ 600.00	DATE PAID:	5/6/2019
		CHECK #:	85918 8592
		RECVD. BY:	

ATTACH COPY OF DEED OR PROOF OF OWNERSHIP TO APPLICATION



**PURCHASE AGREEMENT:
VACANT LAND (RESIDENTIAL)**

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- 1. Date February 8, 2019
- 2. Page 1

3. BUYER(S): Joshua J. Stender
 4. Haley R. Stender

5. Buyer's earnest money in the amount of _____ Dollars (\$ 1,000.00)
 6. One Thousand

7. shall be delivered to listing broker, or, if checked, to _____ no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at
 9. Street Address: xxxx Swede Hill Drive
 10. City of Afton, County of Washington State of Minnesota, legally

11. described as
 12. **Per new PID number being assigned after lot split. The new PID will roughly include all property of PID 3502820210026 east of Swede Hill Drive S.**

13. including all fixtures, if any, AND INCLUDING EXCLUDING the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:
 14. _____
 15. _____
 16. _____
 17. _____ (collectively the "Property").

PURCHASE PRICE:

18. Seller has agreed to sell the Property to Buyer for the sum of (\$ _____)
 19. \$10,000 per acre. Acreage amount to be verified by survey Dollars,

20. which Buyer agrees to pay in the following manner:

- 21. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, which includes the earnest money;
- 22. 2. _____ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
- 23. 3. _____ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached Addendum to Purchase Agreement: Assumption Financing.)
- 24. 4. _____ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached Addendum to Purchase Agreement: Contract for Deed Financing.)

CLOSING DATE:

25. The date of closing shall be w/in 30 days of split, 20 _____.

