

# CITY OF ALTAMONT

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## ALTAMONT CITY COUNCIL

Mayor Richard Hayward

Councilmembers: Craig Carnahan, Ben Cochran, Raymond Coffey, Jeff Garretson, and Paul Souders

**March 25, 2021**

### **7:00 PM Regular Meeting**

CALL TO ORDER

PLEDGE OF ALLEGIANCE & PRAYER

MINUTES - Regular meeting of March 11, 2021

INVOICES - \$39,958.65

### CITIZENS & GUESTS

- A. Galen Manners- Cable Discontinuance
- B. Aaron Spencer & Micheal Carson - Disc Golf
- C. Micheal Billings- USDA Fire Truck Loan - Remotely Attending

### DEPARTMENT REPORTS

- A. City Administrator

### ORDINANCES/RESOLUTIONS /PROCLAMATIONS

- A. Animal Ordinance #591

### OLD BUSINESS

- A. USDA Fire Truck Loan
  - a. Letter of Condition
  - b. Form 1940
  - c. Form 1942
- B. Gas Emergency – Penalty Exempt, Payment Agreement max months, Minimum Pay Amount
- C. Swing set/Light at Lake
- D. Wave Wireless Streaming Quote

### NEW BUSINESS

### COMMUNICATIONS

- A. LIEAP Applications are due May 28<sup>th</sup>. Income limits were raised.

ADJOURNMENT : Next Council Meeting April 8<sup>th</sup> at 7:00PM



**MINUTES  
CITY OF ALTAMONT  
March 11, 2021**

Draft

REGULAR MEETING	The meeting was called to order at 7:00 PM with Mayor Richard Hayward presiding. Mayor Hayward opened the meeting with the Pledge of Allegiance and Pastor Eric Rucker led the prayer. Councilmembers present: Craig Carnahan, Ben Cochran, Raymond Coffey and Paul Souders.
MINUTES	<p>Councilmember Cochran moved and Carnahan seconded to approve the minutes of the February 25, 2021 meeting. Motion carried.</p> <p>Councilmember Carnahan moved and Cochran seconded to approve the minutes as prepared for the special meeting of March 5, 2021. Motion carried.</p>
INVOICES	Councilmember Cochran moved and Carnahan seconded to approve the payment of invoices in the amount of \$327,048.65. Motion carried.
CITY ADMINISTRATOR	Report written by Audree Aguilera. Natural gas/energy crisis – we have set up a payment plan option in CIC. This will help in the tracking and billing. Level pay moved to May or after. Application for Low Interest Loan has been received by the State of Kansas. Audit is set for March 17 <sup>th</sup> . After completing the fixed asset and insurance listing we had \$622,418 of uncovered assets. We have added equipment blanket policies and scheduled out equipment with values over \$1,000. Six percent increase from 2020. \$48,239 for the annual premium. Update of personnel handbook. Met with Wave Wireless on Monday. They are working on a quote to update the system to be compatible for streaming on Facebook. Wave Wireless will be present on March 25 <sup>th</sup> to discuss cable. USDA has accepted and completed loan writing; no change. Utility Department had a water/wastewater inspection last week. Fence must be put up on the west side of the lagoon. Utility Department is checking on the swing set and light at the Lake. New signs for the Police Department and Fire Department have been ordered. Electric fund – tabled to May 13 <sup>th</sup> , in meantime will work on liability questions and other possible options with cost.
TRANSFER ORDINANCE	<p>Ordinance number 624 was presented to Council to authorize transfers between Capital Improvement and the Electric Fund for the payment of the electric invoices.</p> <p>Councilmember Carnahan moved and Cochran seconded to approve Ordinance number 624 to authorize fund transfers between 62 and 51. Carnahan - yes, Cochran - yes, Coffey - yes, Souders - yes. Motion carried.</p>
LAKE	Brad Myers called local businesses for pipe bids to build playground equipment by the South campsites. Brad talked to Evergy about placing an additional security light; they said the City could set their own pole and then run underground electric. Council will decide a location for the playground equipment at the next meeting.
20 ACRES BAILING	Mayor Hayward stated the City would put the 20 acres out for bid for bailing.
HEDGE ROW REMOVAL	The hedge row on the west side of the lagoon has to be removed according to the most recent sewer audit. The City will open up bids to have the hedge row removed. Mount Pleasant told Brad they would pay for half of the removal. Brad suggested the City build the fence. Brad has to respond to the State by May 24 with corrective actions the City is going to take. The Utility Department has started cleaning up the other three sides. Council concurred putting the hedge row removal out for bids.
ANIMAL ORDINANCE	Council reviewed animal ordinances from other cities. After some discussion, Mayor Hayward suggested holding a work session. Council scheduled a work session on March 17, 2021 at 6:00 PM to work on the animal ordinance in the Council Room.
INSURANCE RENEWAL	<p>Audree stated the total insurance renewal rate increased about 6 percent. Two percent was across the board. The City had over \$622,000 of uncovered items over a \$1,000 value. The new policy covers these items and there is now an equipment blanket policy. The total renewal price is \$48,229 which also includes the Mount Pleasant portion.</p> <p>Councilmember Cochran moved and Carnahan seconded to approve the 2021 EMC Insurance renewal. Motion carried.</p>
PAPERLESS PACKET	Audree offered to send both electronic and paper packets so Council could see what they prefer.
DAYLIGHT SAVINGS	Mayor Hayward reminded the public to turn their clocks forward this weekend.
JEFF GARRETSON	Mayor Hayward asked everyone to keep Jeff Garretson in their thoughts and prayers.
ADJOURNMENT	Councilmember Cochran moved and Carnahan seconded to adjourn the Council meeting at 8:15 PM. Motion carried.

DATE

LeaAnn Myers, City Clerk

# AP Paid Invoices (APLT50)

City of Altamont

Selected Date Range: 3/25/2021 thru 3/25/2021

Invoice	Invoice Date	Paid Date	Invoice Description	Check	Wire	Invoice Amt
<b>Vendor: 885</b>	<b>ADVANCE INSURANCE COMPANY</b>					
Advance Life-3	3/22/2021	3/25/2021	Life Insurance Premiums	34489	No	\$62.60
<b>Subtotal for Vendor 885 ADVANCE INSURANCE COMPANY :</b>						<b>\$62.60</b>
<b>Vendor: 79500</b>	<b>Als Fitness Center</b>					
Als-3	3/22/2021	3/25/2021	Als Fitness	34490	No	\$155.00
<b>Subtotal for Vendor 79500 Als Fitness Center :</b>						<b>\$155.00</b>
<b>Vendor: 2111</b>	<b>CenturyLink</b>					
Century Link-5	3/22/2021	3/25/2021	Landline/ Fax Charges	34491	No	\$447.64
<b>Subtotal for Vendor 2111 CenturyLink :</b>						<b>\$447.64</b>
<b>Vendor: 80170</b>	<b>Cheri Peine</b>					
3122021	3/22/2021	3/25/2021	Lake Refund	34492	No	\$90.00
<b>Subtotal for Vendor 80170 Cheri Peine :</b>						<b>\$90.00</b>
<b>Vendor: 79977</b>	<b>CNH INDUSTRIAL RETAIL ACCOUNTS</b>					
CNH Industrial-3	3/22/2021	3/25/2021	Case Compact Tractor payment	34493	No	\$952.01
<b>Subtotal for Vendor 79977 CNH INDUSTRIAL RETAIL ACCOUNTS :</b>						<b>\$952.01</b>
<b>Vendor: 79927</b>	<b>D GERBER COMMERCIAL POOL PRODUCTS &amp; SRVC</b>					
21033	3/22/2021	3/25/2021	Pac Fab Valves	34494	No	\$825.00
<b>Subtotal for Vendor 79927 D GERBER COMMERCIAL POOL PRODUCTS &amp; SRVC :</b>						<b>\$825.00</b>
<b>Vendor: 681</b>	<b>HEATSHARE DONATIONS</b>					
Heatshare-3	3/22/2021	3/25/2021	Heatshare	34495	No	\$269.92
<b>Subtotal for Vendor 681 HEATSHARE DONATIONS :</b>						<b>\$269.92</b>
<b>Vendor: 691</b>	<b>HIGHER CALLING TECHNOLOGIES LLC</b>					
HigherCalling Server-3	3/22/2021	3/25/2021	Server Backup	34496	No	\$219.00

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Invoice	Invoice Date	Paid Date	Invoice Description	Check	Wire	Invoice Amt
Subtotal for Vendor 691 HIGHER CALLING TECHNOLOGIES LLC :						\$219.00
Vendor: 80059	Hockett's Auto & Diesel LCC					
1302, 1306	3/22/2021	3/25/2021	Oil Change, Strut Repair	34497	No	\$713.19
Subtotal for Vendor 80059 Hockett's Auto & Diesel LCC :						\$713.19
Vendor: 740	HUGO'S INDUSTRIAL SUPPLY					
257616	3/22/2021	3/25/2021	Center pulls, wipes, trash bags	34498	No	\$277.52
Subtotal for Vendor 740 HUGO'S INDUSTRIAL SUPPLY :						\$277.52
Vendor: 949	KANSAS MUNICIPAL ENERGY AGENCY					
20210210	3/22/2021	3/25/2021	Electric Costs- February	34499	No	\$33,509.59
Subtotal for Vendor 949 KANSAS MUNICIPAL ENERGY AGENCY :						\$33,509.59
Vendor: 80172	Kenneth Foster					
210316	3/22/2021	3/25/2021	Park Building Deposit Refund	34500	No	\$200.00
Subtotal for Vendor 80172 Kenneth Foster :						\$200.00
Vendor: 1057	LABETTE COUNTY PUBLIC					
Labette County Publi-2	3/22/2021	3/25/2021	Diesel and Gasoline	34501	No	\$1,530.68
Subtotal for Vendor 1057 LABETTE COUNTY PUBLIC :						\$1,530.68
Vendor: 80159	Miller Tire and Lube LLC					
031021	3/22/2021	3/25/2021	Flat Repair- PD	34502	No	\$17.00
Subtotal for Vendor 80159 Miller Tire and Lube LLC :						\$17.00
Vendor: 1660	POSTMASTER					
Post Master-4	3/22/2021	3/25/2021	Postage	34503	No	\$200.00
Subtotal for Vendor 1660 POSTMASTER :						\$200.00
Vendor: 79537	STUART W. WILLIS					

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Invoice	Invoice Date	Paid Date	Invoice Description	Check	Wire	Invoice Amt
641472	3/22/2021	3/25/2021	Door Installation-PD	34504	No	\$125.00
Subtotal for Vendor 79537 STUART W. WILLIS :						\$125.00
Vendor:	80174	TacticalGear.com				
4629444	3/22/2021	3/25/2021	Blackhawk T-series Duty Level 3	34505	No	\$115.00
Subtotal for Vendor 80174 TacticalGear.com :						\$115.00
Vendor:	83	Verizon				
Verizon-4	3/22/2021	3/25/2021	Cell Phone Bill	34506	No	\$139.50
Subtotal for Vendor 83 Verizon :						\$139.50
Vendor:	2452	Volmer Truck and Tire				
20259	3/22/2021	3/25/2021	Fire Department Valve	34507	No	\$110.00
Subtotal for Vendor 2452 Volmer Truck and Tire :						\$110.00
Report Grand Total :						\$39,958.65

# DRAFT COPY - NOT FOR PUBLIC RELEASE

March 26, 2021

Dear Wave Wireless Cable TV Customer:

This is somewhat a bittersweet announcement, but due to the ever increasing costs of programming content, as well as continual changes made in satellite configurations, receiver replacements, etc., combined with the low amount of cable TV subscribers, it has become evident that it is no longer feasible to continue as a small, independent cable provider. We have put much thought and discussion into this decision. Unfortunately, the amount we would need to increase the monthly charge to in order to make the continuation feasible is not a reasonable amount. For these reasons, we will be discontinuing Cable TV offering in the City of Altamont effective June 1, 2021.

With the availability of on demand video streaming via the internet coupled with the investment we have made in Altamont to offer fiber to the home internet service, there are many excellent options for streaming video content. The box that you already have at your house for cable TV has the ability to also deliver internet service. We would be happy to discuss with you what options you have for combining internet with various streaming services to provide TV options for you. Some of the most popular streaming services for live TV are YouTube TV, Hulu Live and Sling TV. There are also many, many other services that offer a wide variety of content. Most platforms also offer cloud based DVR (recording) and many other features.

If you would like to discuss the options, please give us a call at 620-423-9283. Our staff is very knowledgeable in the different streaming options and we are here to assist.

Thank you for your business these past years and we hope to be able to continue to serve you for your internet/streaming video needs.

Sincerely,

Galen Manners  
Wave Wireless, LLC

## **City Administrator Report City Council March 11, 2021**

### **Working Items / Projects**

- 1) Natural Gas/ Energy Crisis – Penalty exempt if payment or payment arrangement has been made by April 28<sup>th</sup>. Need to define payment arrangement maximum span.
- 2) Audit was completed. No major issues.
- 3) Update of Personnel Handbook
- 4) New signs for Police Department and Fire Department have been ordered.
- 5) Bids are online for Hedge Row Removal, 20 Acres, & Fence Installation at Lagoon. Close date is April 5<sup>th</sup> at 2:00PM.
- 6) CIC Annual Renewal will be presented at next meeting. The Agreement and Invoice are being changed to reflect the Court and Server Backup being removed from CIC.
- 7) USDA Loan for fire truck in Final stages. Funds are now available. Fire Truck is anticipated to arrive mid-summer.
- 8) Will begin using new court software April 1<sup>st</sup>.

### **Upcoming Items/ Projects**

- 1) Electric Fund
  - a. Tabled to May 13<sup>th</sup>
  - b. In mean time, will work on liability questions and other possible options w/ costs



## ORDINANCE # 625

AN ORDINANCE REGULATING THE KEEPING OF ANIMALS IN THE CITY OF ALTAMONT, KANSAS; PROVIDING FOR THE INOCULATION AGAINST RABIES; PROVIDING FOR PENALTIES FOR VIOLATIONS THEREOF; AND ANY OTHER ORDINANCE IN CONFLICT THEREWITH AND REPEALING ORDINANCE NO. 591: BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALTAMONT, KANSAS that:

### SECTION (1) DEFINITIONS

A. **Animal** shall mean all vertebrate and invertebrate animals such as but not limited to bovine cattle, horses and other equines, hogs, goats, dogs, cats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons, and other fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated.

B. **At large** shall mean to be outside of a fence or other enclosure which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to a stationary object within range of public thoroughfares are deemed to be "At-large."

C. **Dog** shall mean all members of the species canis familiaris, regardless of sex.

D. **Cat** shall mean any member of the species felis catus, regardless of sex.

E. **Harborer or Keeper** shall mean any person who allows or permits any animal to remain or to be fed or lodged within or upon the premises of such person.

F. **Own** shall mean and include own, keep, harbor, shelter, manage, possess, or have part interest in any animal.

G. **Owner** shall mean the one who owns, his or her employee, agent, or other competent person into whose charge the owner has placed the animal.

H. **Police Officer** shall mean any officer designated by the governing body of the City of Altamont, to perform or enforce the provisions of this ordinance.

I. **Severe Injury** shall mean any of the following:

1. Any physical harm that carries a risk of death;
2. Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, incapacity;
3. Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;
4. Any physical harm that involves acute pain of a duration that results in suffering or any degree of intractable pain.

I. **Vicious Animal** shall mean any animal which,

1. Kills a human being; or
2. Inflicts severe injury to a human being through a sustained and vicious attack; or
3. Has been trained to fight and possess physical attributes such as size, build, or bite strength to inflict Serious Injury to a human being; for this purpose, the following shall be presumed to have been trained to fight: (i) any Animal involved in a staged fight, (ii) any Animal exhibiting wounds or bodily disfigurements commonly associated with Animal fighting, (iii) any Animal found or kept on premises at which equipment is located that is commonly associated with training Animals to fight, and (iv) any Animal found or kept with other Animals that (a) have been trained to fight or (b) are presumed to have been trained to fight; or
4. Because of its disposition and physical attributes, such as size, build, or bite strength, poses a substantial threat to the life and safety of public safety and emergency response personnel (such as law enforcement officers, fire fighters and paramedics) who are seeking or may seek lawful access to any property in order to perform their duties; or
5. Has the propensity, tendency or disposition to attack a human being without provocation and possesses physical attributes such as size, build, or bite strength to inflict Severe Injury to a human being;
6. Any warm-blooded, carnivorous or omnivorous, wild or exotic animal (including but not limited to nonhuman primates, raccoons, skunks, foxes and wild and exotic cats; but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes);
7. Any animal having poisonous bites;

Exceptions. Provided, however, that no Animal shall be deemed or declared a vicious Animal:

8. Solely because it inflicted Severe Injury on a human being if the human being was, at the time the Severe Injury was sustained, (i) assaulting the Owner or Possessor of the Animal, provided the Owner or Possessor of the Animal was not the aggressor, (ii) committing a willful trespass upon the premises of the Owner or Possessor of the Animal, or (iii) provoking, tormenting abusing, or assaulting the Animal, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the Animal at other times; or
9. Solely because it inflicted Severe Injury on a human being if the Animal was, at the time the Substantial Injury was sustained, (i) responding to pain or injury, (ii) protecting itself, its kennel, its offspring, or its Owner or Possessor's property, or (iii) protecting or defending another human being within the immediate vicinity of the Animal from an unjustified attack or assault; or
10. Is Owned or Possessed by a federal, state, or local law enforcement agency.(g) Severe Injury means serious bodily injury, such as muscle tears, broken bones, serious disfigurement requiring corrective or cosmetic surgery, or serious impairment of any bodily function.



**J. Dangerous Animal** shall mean any animal which,

1. Any animal with a known propensity tendency or disposition to attack, to cause injury, or otherwise threaten the safety of human beings or domestic animals; or
2. Any animal which in a vicious or threatening manner, approaches any person in apparent attack upon the person while on the streets, sidewalks, or any public grounds or places; or on private property; or
3. Any animal which attacks or bites, OR has attacked or bitten a human being or domestic animal; or
4. Any animal which has killed or injured another domestic animal
5. Any animal owned or harbored primarily or in part for the purpose of animal fighting, or any animal trained for fighting. (1) Caused injury, other than killing or serious physical harm, to any person;
6. Been the subject of a second or subsequent violation of the following:
  - a. Without provocation, molests, chases or interferes with persons or vehicles in the public right-of-way by jumping upon, chasing, barking or biting at persons or vehicles;
  - b. Damages public or private property other than that of its owner or harborer by its activities;
  - c. Scatters refuse that is bagged or otherwise contained;
  - d. Threatens or endangers the health or well-being of persons or other animals, or injures other animals;

## **SECTION (2) EMERGENCY MEASURES**

In the event of rabies or other domestic animal epidemic, this ordinance may be temporarily suspended by order of the Mayor and such emergency measures as are necessary may be substituted by proclamation of the Mayor.

## **SECTION (3) CAPTURE/DESTRUCTION**

When deemed necessary by Law Enforcement Officers or the Animal Control Officer for the health, safety and welfare of the residents, law enforcement, or Animal Control Officers of the City, such officers and/or their agents may:

- A. Place a humane trap on public or a requesting resident's property for the purpose of capturing any animal defined in this Chapter as creating a nuisance in the City;
- B. Use any tranquilizer guns, humane traps, or other suitable devices to subdue and capture any animal that is deemed by the Animal Control Officer, in his or her discretion, to be of a danger to itself or to the public health and safety.
- C. The police, or humane officer of the city may slay, without notice, any animals that are dangerous, vicious, cause destruction to property while at large and unable to be taken up by means of cage trapping and or become a public Nuisance, or suspected of being infected with rabies, or injured with no apparent chance of survival, or in such pain as to warrant humane destruction.

## **SECTION (4) RIGHT OF ENTRY**

The Animal Control Officer or any Law Enforcement Officer shall have the right of entry upon any private unenclosed lots or lands for the purpose of collecting any animal whose presence thereupon is a violation of this Chapter. The Animal Control Officer or any Law Enforcement Officer shall have the right of entry upon any private unenclosed lots or lands to investigate cruelty to animals.

## **SECTION (5) LICENSE**

It shall be unlawful for any person to own, keep, or harbor any animal over six (6) months of age within the city limits, without registering such animal and paying a yearly license tax thereon. It shall be unlawful for any person to own, keep, or harbor any animal that has been declared vicious. An annual license tax of \$1.00 will be assessed for each animal, provided proof they have been spayed or neutered. An annual license tax of \$5.00 will be assessed for each animal that has not been spayed or neutered. Designated officer(s) may conduct an Animal Census whenever deemed necessary in any and all areas of the city as needed to insure that all animals over six (6) months old harbored in the City are vaccinated and licensed. Failure to comply with the requirements of this ordinance, owners who fail to have animals licensed and vaccinated, violate this ordinance. Their animals will be impounded at a local veterinarian facility at the owner's expense. All vaccination and city license requirements must be met before being allowed back into the City. The above provisions (in section #5) shall not be intended to apply to "seeing eye" dogs or medically certified therapy dogs with proper paperwork. The animal control officer, the code enforcement officer, or any law enforcement officer shall have the right to inspect any premises licensed under this section at any reasonable time and nothing shall prevent the entry onto private property for the purpose of inspection

## **SECTION (6) VACCINATIONS**

Any person making application for a license for an animal shall be required to present to the City Clerk, at the time of making such application a certificate issued by a licensed Doctor of Veterinary Medicine (DVM) showing that such animal has been vaccinated with anti-rabies vaccine. The showing that the vaccination must be current and effective at the time in which the application is made.

## **SECTION (7) DATE PAYABLE AND REGISTRATION TAGS**

The license tax shall become due January 1<sup>st</sup> and each January 1st thereafter and payable on or before May 10<sup>th</sup> of each year. A penalty of \$5.00 will be assessed for the failure to register on or before May 10<sup>th</sup>. The owner or harbinger of any animal over the age of six (6) months in the city shall register such animal with the City Clerk or city official. Registration Tags will be issued by the City Clerk. The owner must keep the tag attached to the collar of the animal to be used on the animal so registered.

## **SECTION (8) REGULATIONS FOR A VICIOUS ANIMAL**

Upon conviction of keeping a vicious animal, the animal shall be kept subject to the following standards:

- A. Vicious Animals are declared to be a public nuisance and are hereby prohibited in the City of Altamont, Kansas.
- B. It shall be unlawful to Own or Possess a Vicious Animal in the City of Altamont, Kansas. An Owner or Possessor of an animal that falls within the definition of “Vicious Animal” shall be strictly liable under this Section and a conviction shall not require proof of any criminal intent, or the Owner or Possessor’s knowledge of any particular propensity, tendency or disposition of the Animal. Each Vicious Animal Owned or Possessed in violation of this Section shall constitute a separate offense.
- C. Ownership or Possession of Animal following Conviction. It shall be unlawful for any person convicted of Owning or Possessing a Vicious Animal to Own or Possess any Animal, whether or not found to be a Vicious Animal, for a period of 3 years following the date of such conviction.
- D. Upon conviction, the Court shall order that the animal be humanely euthanized, and direct the Chief of Police, or his or her designee, to insure that the order is enforced. The Court may enter such an order as part of a criminal proceeding or in a separate civil proceeding brought for such purpose and, in either event, shall impose against the Owner or Possessor of the Vicious Animal the expenses of impounding, keeping, and euthanizing the Vicious Animal. Regardless of whether part of a criminal proceeding or civil proceeding, the standard of proof to determine whether the Animal is a Vicious Animal shall be by a preponderance of the evidence. The Owner or Possessor shall be notified (at the Owner or Possessor’s last known address) at least 5 days in advance of the date and time of any evidentiary hearing pursuant to this Section and may present contrary evidence at such hearing. The failure of the Owner or Possessor to attend or participate in the hearing, however, shall not prevent the Court from making an appropriate determination concerning the Animal.

## **SECTION (9) REGULATION FOR A DANGEROUS ANIMAL**

Upon conviction of keeping a dangerous animal, the animal shall be kept subject to the following standards:

### **A. Sterilization and Microchipping**

The Owner shall pay for a Doctor of Veterinary Medicine to spay or neuter the dangerous animal before it will be released to the owner. The animal shall have a microchip inserted by the Oswego Regional Veterinary Service. The microchip shall detail the dangerous animal registration and such other information as may be appropriate to determine the ownership of the animal. The owner shall pay all costs associated with the microchip procedure and sterilization of the Animal. The owner shall file proof of sterilization and microchipping within 15 days of the conviction.

### **B. Registration.**

The owner or keeper shall annually register the dangerous Animal with the City, on such forms designated by the City Clerk. The owner or keeper shall pay a \$50.00 annual registration fee. The owner or keeper shall be responsible for maintaining with the City Clerk the address of the owner or keeper and the dangerous animal. The owner or keeper shall notify the City Clerk within seven (7) days of a change in address for the owner or keeper and dangerous animal.

### **C. Leash and muzzle.**

No person shall permit a dangerous animal to go outside its kennel or pen unless such Animal is securely leashed with a leash no longer than four feet in length. No person shall permit a dangerous Animal to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such animals may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, all dangerous animals on a leash outside the animal’s kennel must be muzzled by a muzzling device sufficient to prevent such animal from biting persons or other animals. The muzzle shall be made and used in a manner that will not cause injury to the animal or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

### **D. Confinement.**

All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine dangerous Animals must be locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen, or the sides of the pen must be embedded in the ground no less than two feet. All structures erected to house dangerous Animals must comply with all zoning and building regulations of the city. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.

### **E. Confinement indoors.**

No dangerous Animal may be kept on a porch, patio or in any part of a house or structure that would allow the Animal to exit such building on its own volition. In addition, no such animal may be kept in a

house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the Animal from exiting the structure.

- F. Dangerous animals shall also have “Dangerous Animal” signs posted on the front and rear of the property.
- G. No dangerous animal may be maintained within 400 feet of a school, park or public playground.
- H. No person under the age of 18 shall own or possess any dangerous animal within the city limits.

#### **SECTION (10) FINES FOR A VICIOUS ANIMAL**

Vicious Animal Provisions shall be guilty of a misdemeanor, punishable as follows:

- A. First offense, a fine, which shall be set at \$500. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof. In addition, the Court shall have the authority to sentence the defendant to confinement in the county jail for a maximum of 90 days.
- B. Second offense committed within 5 years of a prior offense, a fine, which shall be set at \$1,000. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof. In addition, the Court shall have the authority to sentence the defendant to confinement in the county jail for a maximum of 6 months.
- C. Third offense committed within 5 years of 2 prior offenses, a fine, which shall be set at \$1,000. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof. In addition, the Court shall sentence the defendant to confinement in the county jail for a minimum of 30 days and a maximum of 6 months. The defendant shall be required to serve the minimum 30 day jail sentence and the Court shall have no authority to suspend the first 30 days of such sentence. Upon conviction of the third offense, it shall be permanently unlawful for such defendant to own, keep, or harborer any animals in the City of Altamont.

#### **SECTION (11) FINES FOR A DANGEROUS ANIMAL**

A fine of \$250 shall be assessed for each conviction of a dangerous animal as defined in Section 1. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.

#### **SECTION (12) FINES FOR AN ANIMAL AT LARGE**

It shall be unlawful for any owner, keeper, or harborer of any animal to allow that animal to run at large within the city limits. At large means any animal off the premises occupied by the owners household as their abode and when not accompanied by its owner on a leash. Any animal found running at large within the city can be taken up by the designated officer and held at a veterinary shelter until the animal is claimed by owner. All license fees need to be paid, rabies vaccination completed, and any cost incurred to Doctor of Veterinary Medicine (DVM) paid before animal will be released. DVM will hold Animals impounded by officers for a certain amount of days as determined by DVM. If animal is not claimed, the DVM will become property owner and dispose of animal in a humane manner or adoption.

Any animal found running at large within the City of Altamont, whether captured or not, shall be punishable as follows:

- A. First offense, a fine, which shall be set at \$50.00. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.
- B. Second offense, a fine, which shall be set at \$75.00. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.
- C. Third offense and any offense thereafter, a fine, which shall be set at \$100.00. In addition, the animal shall be impounded and all fees and cost must be paid prior to the release of such animal. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.

Any animal that has been deemed dangerous or vicious and found running at large within the City of Altamont, whether captured or not, shall be punishable as follows:

- A. First offense, a fine, which shall be set at \$250.00. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.
- B. Second offense, a fine, which shall be set at \$500.00. In addition the animal shall be deemed vicious and follow standards set out in Section 8 of this ordinance. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.

#### **SECTION (13) NUISANCE ANIMALS**

Any person who maintains any animal in any building, enclosure, runway, pen on his or her premises which is not kept clean, sanitary, and free from filth, garbage, and offensive odors at all times, or which is or becomes offensive to those residing in the vicinity, upon written complaint to the City and an investigation completed, the city may deem said person(s) to maintain a nuisance. The keeping of any animal which by loud, frequent, and habitual barking, howling, yelping, meowing, or screeching shall disturb the peace of any neighborhood or area, upon written complaint to the city and an investigation completed, the City may deem said person(s) to maintain a nuisance animal. It shall be the duty of any person(s) found to be in violation of this section to abate said nuisance. If he or she fails to do so after receiving notification from the City, the City may abate the nuisance by taking up, impounding or disposing of said animal(s) at the expense of the owner.

## **SECTION (14) REMOVAL OF ANIMAL FECES REQUIRED**

The owner of any animal, when such animal is off the owner's property, shall be responsible for the removal of any feces deposited by such animal on public walks, streets, recreation areas, or private property. It shall be a violation of this section for such owner to fail to remove or provide for the removal of such feces before taking such animal from the immediate area where such defecation occurred.

## **SECTION (15) QUARANTINE**

It shall be unlawful for any owner, or harbinger of any animal, when notified that such animal has bitten or so injured any person or another animal as to cause an abrasion or breaking of the skin, to allow such animal to be taken beyond the city limits, except to place under the care of a licensed Doctor of Veterinary Medicine (DVM), for a period of not less than 10 days. It shall be the duty of the owner or keeper to immediately place such animal in a quarantine area where no contact with persons or other animals besides the harbinger, as long as current proof of rabies vaccination is provided to the police department. If a quarantine area is not available or current proof of rabies vaccination cannot be provided, the animal shall be placed with a licensed DVM hospital where such animal shall be confined for a period of not less than 10 days, at the owner's expense. The owner shall notify the City of the name and location of the hospital and date of confinement.

## **SECTION (16) CRUELTY TO ANIMALS**

A. It shall be unlawful for any person:

1. to willfully or maliciously kill, maim, disfigure or torture, strike, hit or beat with a stick, board, chain, club or other object; mutilate, burn, or scald with any substance; or drive over any domesticated animal, or cruelly set an animal upon another animal, except that reasonable force may be employed to drive off vicious or trespassing animals; or
2. by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with harmful or poisonous substances. It is not the intent of this subsection to prohibit the use of poisonous substances for the control of vermin of significance to the public health; or
3. to fail, refuse or neglect to provide any animal in his or her charge or custody as owner or otherwise with proper food, drink, shade, care, or shelter. Any animal kept outside shall be provided with a structurally sound weatherproof enclosure, large enough to accommodate the animal; or
4. to drive or work any animal cruelly; or
5. to abandon any animal within the City limits. For the purposes of this Section, "abandon" means for the owner or keeper to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than 12 hours without providing adequate food and shelter for the duration of the absence; or to turn out or release an animal for the purpose of causing it to be impounded; or
6. to leave any animal confined in a vehicle for more than five (5) minutes in extreme weather conditions, defined as less than thirty degrees Fahrenheit or more than 80 degrees Fahrenheit; or
7. to transport an animal in the trunk of a vehicle; or
8. to transport any animal in the open bed of a truck unless said animal is restrained in a cage or on a leash that will prevent the animal from jumping or falling off the vehicle; or
9. to cause, instigate, stage, or train any animal to fight or permit any fight between any animal and another animal or human; or
10. except a licensed veterinarian, to crop animal ears or dock animal tails; or
11. to give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.
12. Continuously picket an animal for more than one continuous hour, except that picketing of the same Animal may resume after a hiatus of three continuous hours, for up to three hours total time on picket per day; provided that for the purpose of picketing an animal, a chain, leash, rope or tether shall be at least 10 feet in length; or
13. Use a chain, leash, rope, collaring device, tether, or any assembly or attachments thereto to picket a Animal that shall weigh more than 1/8 of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area picketed; or
14. Picket an animal in such a manner as to cause injury, strangulation, or entanglement of the Animal on fences, trees, or other man made or natural obstacles.

B. Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency or to the local humane society.

C. Exceptions: Nothing in subsection A of this Section shall:

1. Be deemed to prohibit any action by a licensed veterinarian done in accordance with accepted standards of veterinary medicine, or any action taken by a law enforcement officer pursuant to the interests of public health and safety.
2. Be interpreted as prohibiting any act done in self-defense or done to defend another person.

**SECTION (17) PROCEDURES FOR CRUELTY TO ANIMALS; FINES.**

- A. Any public health officer, law enforcement officer, licensed veterinarian or officer may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals, as defined by Section 16; provided that entry upon private property shall only be accomplished with the assistance of a law enforcement officer. Such officer, agent or veterinarian may inspect, care for, or treat such animal or place such animal in the care of a licensed veterinarian for treatment, boarding or other care or, if an officer of the Humane Society or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane destruction.
- B. The owner or keeper of an animal destroyed shall not be entitled to recover damages for the destruction of such animal unless the owner proves that such destruction was unreasonable and unwarranted.
- C. Expenses incurred for the care, treatment or boarding of any animal taken into custody pending prosecution of the owner or keeper of such animal for the crime of cruelty to animals shall be assessed to the owner or keeper as a cost of the case if the owner or keeper is adjudicated guilty of such crime.
- D. If a person is adjudicated guilty of the crime of cruelty to animals and the court determines that such animal owned or possessed by such person would be in the future subject to any cruelty to animals, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale, adoption or other disposition.
- E. Unless the animal obtained pursuant to this Section is the evidentiary subject of a pending prosecution, the owner or keeper of the animal shall have a maximum of twenty (20) days after the animal is taken into custody to obtain the animal from the veterinarian having custody of the animal. The veterinarian shall notify the owner or keeper of the animal, if known or reasonably ascertainable. The failure of the owner or keeper to obtain custody of the animal in the time provided shall provide the authority for the Municipal Judge to declare that the animal be disposed of by the veterinarian by adoption or destruction.
- F. Violation of Section 16 shall be a municipal offense and upon conviction, the defendant shall be fined a minimum fine of \$500.00 and a maximum fine of \$1,000.00 per offense. The Municipal Judge shall not have authority to suspend the minimum fine. In addition to, the Municipal Judge shall have authority to sentence the convicted defendant to a maximum six (6) month sentence in jail.

**SECTION (18) FINANCIAL RESPONSIBILITY**

In the event any owner, keeper or harborer or other person found in violation of any section of this ordinance, any financial liability incurred for the care and treatment of such animal shall be the personal financial responsibility of such person.

**SECTION (19) COLLECTIONS**

All fees for registration and license, and fines collected hereunder, shall be paid into the general fund of the City of Altamont.

**SECTION (20) EFFECTIVE DATE OF ORDINANCE**

This ordinance shall take effect and be in full force from and after its passage and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body and signed by the Mayor of the City of Altamont, Kansas on MARCH 25, 2021.

\_\_\_\_\_  
Richard Hayward, Mayor

\_\_\_\_\_  
ATTEST: LeaAnn Myers, City Clerk



March 25, 2021

Richard Hayward, Mayor  
407 S. Huston  
Altamont, KS 67330

SUBJECT: City of Altamont  
Labette County, Kansas  
Letter of Conditions – Fire Truck

Dear Mayor Hayward:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to the application for Federal Assistance and which must be met before the loan can be closed. Any changes in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in the Borrower's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development, by written amendment to this letter. **Any changes not approved by USDA Rural Development shall be cause for discontinuing processing of the application.**

This letter is not to be considered as a loan approval or as representation as to the availability of funds. The docket may be completed based on a Community Facility loan not to exceed \$260,000 at the current market rate of 2.125%. If USDA Rural Development makes the loan, you may make a written request that the interest rate be the lower of the rate in effect at the time of loan approval or the time of loan closing. If you do not request the lower of the two interest rates, the interest rate charged will be the rate in effect at the time of loan approval. The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you. If you want the lower of the two rates, your written request should be submitted to USDA Rural Development as soon as practical. In order to avoid possible delays in loan closing, such a request should ordinarily be submitted at least 30 calendar days before loan closing.

If legally permissible, you will participate in the PREAUTHORIZED DEBIT (PAD) payment process. It will allow for your payment to be electronically debited from your account on the day your payment is due.

You must sign RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants, and Loans," for any request which would have a grant exceeding \$100,000 or a loan exceeding \$150,000.

Prior to loan closing or purchase of the fire truck, whichever occurs first, you will certify as to USDA Rural Development's debt collection policies through the execution of Form RD 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Debts."

You will be required to execute Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary covered Transactions."

Rural Development • Kansas

**Hays Office**  
2715 Canterbury Drive  
Hays, KS 67601  
Phone: (785) 628-3081, Ext. 4  
Fax: (877) 470-3801

**Iola Office**  
202 W. Miller Road  
Iola, KS 66749  
Phone: (620) 365-2901, Ext. 4  
Fax: (877) 470-3801

**Newton Office**  
1405 South Spencer Road  
Newton, KS 67114  
Phone: (316) 283-0370, Ext. 4  
Fax: (877) 470-3801

**Topeka Office**  
1303 SW First American Pl, Ste 100  
Topeka, KS 66604  
Phone: (785) 271-2700  
Fax: (877) 470-3801

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA Rural Development funds will be disbursed through the Electronic Funds Transfer (EFT) System. Form SF 3881, "ACH Vender/Miscellaneous Payment Enrollment Form" will be utilized for this process.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," if you desire that further consideration be given to your application.

If the conditions set forth in this letter are not met within 240 days from the date hereof, USDA Rural Development reserves the right to discontinue the processing of your application.

The approval of your loan will be considered, subject to the following conditions:

A. Conditions to be Met Before Bid Letting:

1. You will adopt Form RD 1942-47, "Loan Resolution (Public Bodies)".
2. Submit proof of incorporation. KS 1942 Guide 03a, "Certificate of City Clerk," may be used for this.
3. You will acquire and maintain the appropriate licenses, permits, etc. necessary to own and operate the proposed fire truck.
4. You will provide evidence that you are in compliance with all state statutes governing the purchase and operation of the fire truck being financed by USDA Rural Development.
5. Complete all the loan information as required by USDA Rural Development.
6. The loan will be made through the City's issuance of a General Obligation Bond in the amount of \$260,000, payable over 20 years. Principal payments will not be deferred.
7. 

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Pumper Fire Truck	\$310,000
Bond Counsel	\$ 4,500
<b>Total Project Cost</b>	<b><u>\$314,500</u></b>
8. 

<u>Project Funding Source:</u>	<u>Funding Amount:</u>
USDA Rural Development Loan	\$260,000
Applicant Contribution	\$ 54,500
<b>Total Project Funding</b>	<b><u>\$314,500</u></b>
9. When authorized by USDA Rural Development, you may solicit bids for the project. A formal bid advertisement is not required; however, bids should be taken in a manner to ensure maximum open and free competition. The bid should be awarded to the lowest bidder unless there are circumstances that would justify not doing so. USDA Rural Development is to be consulted before award of the bid.
10. Any person who requests or receives a contract, subcontract, or subgrant, exceeding \$100,000 at any tier under a covered contract, grant or loan, must complete and submit a "Certification for Contracts, Grants, and Loans," Exhibit A-1 to RD Instruction 1940-Q, to the next tier.
11. Fidelity Bond coverage will be obtained for the position of officials entrusted with the receipt and disbursement of funds and custody of property. Adequate coverage must be maintained for the life of the loan. The amount of this bond must always be at least equal to the total annual debt-service requirements, or as otherwise required by USDA Rural Development. Form RD 440-24, "Position Fidelity Schedule Bond," is furnished to you and may be used for this purpose.

12. Your attorney will provide USDA Rural Development a letter discussing the City's authority to provide security, borrow and repay the indebtedness. KS 1942 Guide 25 may be used for this requirement.
13. When services of recognized Bond Counsel are required (for loans in excess of \$50,000), they will assist local counsel in preparation of appropriate documents and the conduct of the proceedings authorizing the issuance of the bond. At closing, bond counsel is to provide a complete transcript of proceedings (outlined in Section 1942.19(c) of RD Instruction 1942-A) and final unqualified approving opinion, including opinion regarding interest on bonds being exempt from Federal and State income taxes, on the bond as appropriate.
14. If the project cost exceeds \$314,500 and cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding or other means, USDA Rural Development will consider subsequent funding. Such requests will be contingent on the availability of funds.
15. It is necessary that this project be coordinated with all state and local agencies. You must comply with special laws and regulations and pollution control standards.
16. The City will set up accounts as required by Bond Ordinance. Transfers of funds from the required accounts to other departments or accounts will only be as authorized by the Bond Ordinance.
17. Please submit, for review by our Regional Attorney's Office, copies of the proposed resolutions and ordinances required for issuance of the bond. Also, please advise of the Kansas Statutes under which the bond will be issued.
18. Your City Clerk will maintain adequate records to reflect the financial transactions and conditions of your City.
19. The facility must be operated in compliance with Title III of "The Americans with Disabilities Act of 1990". Accommodation of the public must be accessible to the handicapped.
20. You will operate your facility in compliance with RD Instruction 1942-A, Section 1942.17(k) (7)(8)(9), "Section 504 of the Rehabilitation Act of 1973," the "Age Discrimination Act of 1975," and "Title IX of the Education Amendments of 1972."
21. You will be subject to, and the facility must be operated in compliance with, "Title VI of the Civil Right Act of 1964". and Form RD 400-4, "Assurance Agreement," must be completed.
22. You should obtain a Legal Services Agreement from your attorney. USDA Rural Development concurrence in the agreement is required.
23. You must provide evidence of the insurance requirements set out in the next section by loan closing or start of the fire truck purchase, whichever occurs first.
24. You shall be responsible for operating, maintaining, and managing the fire truck, and providing for its continued availability and use at reasonable rates.
25. Before the loan is closed or prior to the beginning of the purchase of the fire truck, whichever comes first, a written agreement is to be made with a bookkeeper, administrator, or manager to establish a system of record keeping that will adequately reflect all the financial transactions for your City. The agreement and record keeping system are to be reviewed and approved by USDA Rural Development.



B. Conditions to be Met at Loan Closing:

1. You will adopt the necessary ordinances or resolutions for the General Obligation Bond. The attorney will obtain for you and USDA Rural Development a Bond Counsel's Preliminary Opinion that legal requirements have been met and that the GO bond will be legally valid when issued according to the Bond Counsel's instructions. Annual principal payments and annual interest payments will be required.
2. You will adopt and execute Form RD 1942-47, "Loan Resolution (Public Bodies)".
3. Deliver to USDA Rural Development a policy of insurance which will provide maximum coverage of fire and extended insurance coverage on all above ground structures, including owned equipment and machinery housed therein, given as security for the loan.
4. Liability and Property Damage Insurance will be obtained in an amount to adequately protect the City. You should consult with your legal counsel and the insurance provider to establish the proper amount of insurance coverage.
5. Your attorney is to assist USDA Rural Development in the closing of the loan, who will see that all legal documents prepared in connection with the closing of this loan are properly drawn, executed, notarized, and recorded. They will be responsible for checking the records to see that no judgments, liens, or other claims are of record.
6. You must agree to comply with all requirements made by our Regional Attorney and the State Director for USDA Rural Development in their loan closing instructions to me. I will furnish you with closing instructions prior to loan closing.
7. You will carry suitable Workers' Compensation Insurance for all your employees, in accordance with the State laws.
8. Require that your attorney complete an Opinion of Counsel on loan closing and deliver the same to USDA Rural Development.

C. Conditions to be Met After Loan Closing:

1. After the loan is closed and the fire truck is operational, you will:
  - a) Establish accounts as required in the Loan Resolution and Bond Ordinance. Disbursement of funds from these accounts will be only for the purposes specified.
  - b) Within 20 days after the end of each quarter, provide me with two copies of Form RD 442-2, "Statement of Budget, Income and Equity."
  - c) Thirty days prior to the beginning of each fiscal year, you are required to submit an annual budget and projected cash flow to this office. Two copies of Form RD 442-2, or equivalent, Statement of Budget, Income and Equity, Schedule 1, page 1; and Schedule 2, Projected Cash Flow. The only data required at this time is Schedule 1, page 1, Column 3, annual budget, and all of Schedule 2, Projected Cash Flow. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.
  - d) The audit requirements apply only to the years in which federal funds are expended. Audits will be conducted in accordance with 2 CFR part 200 subpart F, as adopted by USDA through 2 CFR part 400. All audits are to be performed in accordance with the latest revision of the Generally Accepted Government Accounting Standards (GAGAS), developed by the Comptroller General of the United States. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the

extent feasible, the audit work should be done in conjunction with those audits. The audit is to be supplied within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide.

2. If at any time it shall appear to the Government that you are able to refinance the amount of the debt then outstanding, in whole or in part, by obtaining a loan for such purposes from a responsible cooperative or private credit sources, at reasonable rates and terms for loans of similar purposes and periods of time, you will, upon request of the Government, apply for and accept such loan in a sufficient amount to repay the Government and will take such action as may be required in connection with such loan.

Sincerely,

*Michael Billings*

MICHAEL BILLINGS  
Loan Specialist

Attachments: A/S

# REQUEST FOR OBLIGATION OF FUNDS

<b>INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ( )</b> <b>Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.</b>			
<b>1. CASE NUMBER</b> ST CO BORROWER ID		<b>LOAN NUMBER</b>	<b>FISCAL YEAR</b>
<b>2. BORROWER NAME</b>		<b>3. NUMBER NAME FIELDS</b> (1, 2, or 3 from Item 2)	
<b>4. STATE NAME</b>		<b>5. COUNTY NAME</b>	
<b>GENERAL BORROWER/LOAN INFORMATION</b>			
<b>6. RACE/ETHNIC CLASSIFICATION</b> 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	<b>7. TYPE OF APPLICANT</b> 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	<b>8. COLLATERAL CODE</b> 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	<b>9. EMPLOYEE RELATIONSHIP CODE</b> 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
<b>10. SEX CODE</b> 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	<b>11. MARITAL STATUS</b> 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	<b>12. VETERAN CODE</b> 1 - YES 2 - NO	<b>13. CREDIT REPORT</b> 1 - YES 2 - NO
<b>14. DIRECT PAYMENT</b> (See FMI)	<b>15. TYPE OF PAYMENT</b> 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	<b>16. FEE INSPECTION</b> 1 - YES 2 - NO	
<b>17. COMMUNITY SIZE</b> 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		<b>18. USE OF FUNDS CODE</b> (See FMI)	
<b>COMPLETE FOR OBLIGATION OF FUNDS</b>			
<b>19. TYPE OF ASSISTANCE</b> (See FMI)	<b>20. PURPOSE CODE</b>	<b>21. SOURCE OF FUNDS</b>	<b>22. TYPE OF ACTION</b> 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
<b>23. TYPE OF SUBMISSION</b> 1 - INITIAL 2 - SUBSEQUENT	<b>24. AMOUNT OF LOAN</b>		<b>25. AMOUNT OF GRANT</b>
<b>26. AMOUNT OF IMMEDIATE ADVANCE</b>		<b>27. DATE OF APPROVAL</b> MO DAY YR	<b>28. INTEREST RATE</b> %
<b>29. REPAYMENT TERMS</b>			
<b>COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS</b>			
<b>30. PROFIT TYPE</b> 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
<b>COMPLETE FOR EM LOANS ONLY</b>		<b>COMPLETE FOR CREDIT SALE-ASSUMPTION</b>	
<b>31. DISASTER DESIGNATION NUMBER</b> (See FMI)		<b>32. TYPE OF SALE</b> 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
<b>FINANCE OFFICE USE ONLY</b>		<b>COMPLETE FOR FP LOANS ONLY</b>	
<b>33. OBLIGATION DATE</b> MO DA YR		<b>34. BEGINNING FARMER/RANCHER</b> (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

## CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

### 35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. \_\_\_\_\_ YES \_\_\_\_\_ NO

**WARNING:** **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date \_\_\_\_\_, 20 \_\_\_\_\_

*(Signature of Applicant)*

Date \_\_\_\_\_, 20 \_\_\_\_\_

*(Signature of Co-Applicant)*

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

\_\_\_\_\_  
*(Signature of Approving Official)*

Typed or Printed Name: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Title: \_\_\_\_\_

38. TO THE APPLICANT: As of this date \_\_\_\_\_, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

Form RD 1942-46  
(Rev. 6-10)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

FORM APPROVED  
OMB NO. 0575-0015  
OMB NO. 0570-0062

## LETTER OF INTENT TO MEET CONDITIONS

Date \_\_\_\_\_

TO: United States Department of Agriculture

\_\_\_\_\_  
(Name of USDA Agency)

\_\_\_\_\_  
(USDA Agency Office Address)  
\_\_\_\_\_

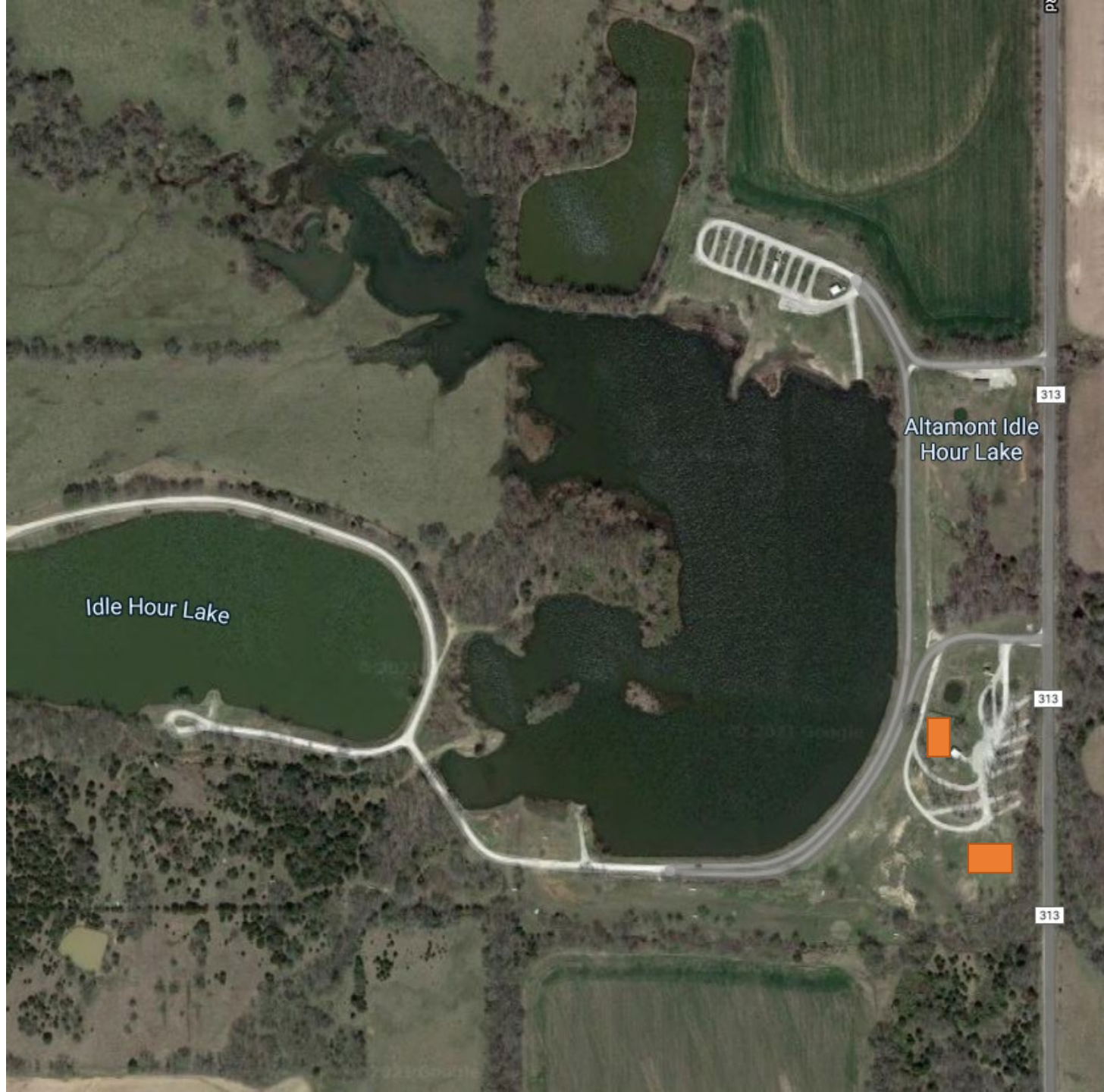
We have reviewed and understand the conditions set forth in your letter dated \_\_\_\_\_. It is our intent to meet all of them not later than \_\_\_\_\_.

\_\_\_\_\_  
(Name of Association)

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*



Recommendations for live streaming city council meetings.

Use an Ipad for the camera and control platform.

Purchase a 8 channel wireless microphone system.

This would allow for wireless microphones to be used and eliminate all the existing microphone cables.

Live stream software can be ran on ipad and no need for any additional computer.

Ipad	\$350.00
Wireless Microphone System	\$1,300.00
iRig audio converter	\$40.00
Misc cables	\$40.00
Ipad case / Tripod Mount	\$20.00

Total	\$1,750.00
-------	------------

This would get you up and running with FaceBook live with no additional fees.

In the event you want to stream to multiple platforms some additional software would be needed.

Switcher and ReStream. They have monthly subscription fees. Overall cost would be about \$580 per year.



Roll over image to zoom in

## IPOW iPad Tripod Mount Adapter Universal Tablet Clamp Holder Fits Ipad, Ipad Air, Ipad Mini, Microsoft Surface, Nexus and Most Tablets, Use on Tripod, Monopod, Selfie Stick, Tabletop Tripod Stand Etc

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May be available at a lower price from other sellers, potentially without free Prime shipping.

Color	Black
Brand	IPOW
Item Dimensions LxWxH	1.81 x 6.4 x 4.6 inches
Item Weight	135.84 Grams
Compatible Devices	Apple-ipad-air, Apple-ipad-air-2, Apple-ipad-mini, Apple-ipad-2

### About this item

- Adjustable tablet tripod mount adapter fits any 7 to 9-Inch (measured diagonally) devices

\$19.99

✓prime & FREE Returns

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Order within 15 hrs Details

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Nady

## Nady 8W-1KU UHF 8-Channel Wireless Receiver System

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Special 6-month financing on select brands with your Musician's Friend Platinum card. Valid through 12/31/2021 | [Get Details](#)

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1 ▾

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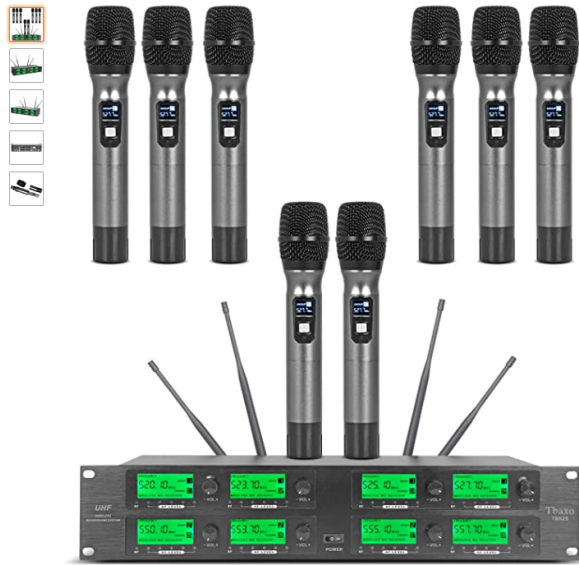
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## Cheaper option for wireless mics



Roll over image to zoom in

### Wireless Microphone System 8 Channel Microphones Pro Audio UHF 8 Handheld Mic Karaoke DJ Mic Karaoke System 8 Whole Metal Mic Karaoke System Church Speaking Conference Wedding Party

Brand: WENWEN

★★★★★ 38 ratings | 11 answered questions

Price: **\$349.00** ✓ **prime** & FREE Returns

Get \$60 off instantly: Pay **\$289.00** ~~\$349.00~~ upon approval for the Amazon Prime Store Card. No annual fee.

May be available at a lower price from other sellers, potentially without free Prime shipping.

Brand WENWEN

Frequency Range 0.05 khz - 15 khz

Connector Type XLR Connector

Connectivity Technology XLR

Number of Channels 8

Signal-to-Noise Ratio 120 dB

Ratio

#### About this item

- 8-Channel Wireless Microphone Systems provide wide area signal range coverage with hassle-free operation. Wireless UHF audio transmission allows for distortion free and crisp vocal audio performance for all of your microphone communication needs.
- The custom base receiver features a fixed frequency signal reception

**Buy new:** **\$349.00**

✓ **prime** & FREE Returns ▾

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**In Stock.**

Qty: 1 ▾

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