



**AGENDA
REGULAR COUNCIL MEETING
VILLAGE OF BEISEKER**

April 22 2024 700 1st Avenue, Beiseker AB T0M 0G0 7:15 pm

1. Call to Order

Treaty 7 Acknowledgment

2. Adoption of Agenda

3. Adoption of Previous Minutes

a) Minutes of the April 8 , 2024 Regular Council Meeting

4. Delegation

a) Stephen Hudson, Vista Accounting, 2023 Financial Statements

5. Staff Report

a) Fire Department - Deputy Chief Amanda Davies Reporting

b) FCSS/Rec – First Quarter Summary 2024

c) Tri Community Enforcement Services – January to March 2024 Quarterly Reports

d) CAO Report

6. Financial Reports

a) Cheque Listing to April 18 2024

b) Bank and Loan Report to January 2024

7. Business Arising From Minutes (Old Business)

b) Request for Approval – Service Agreement Horizon Technology Services – Awareness Team Landing Page Project

8. New Business

a) Record Motion – Approval of Purchase of Fire Department Mini Pumper

b) Bylaw # 2024-05 Borrowing Bylaw Fire Department Mini Pumper

c) Request from Acme for Water Allocation Sharing

9. Council Reports

a) Mayor David Ledoyen

b) Deputy Mayor Nikki King

c) Councillor Warren Wise

d) Councillor Trevor Snyder

e) Councillor Les Spurgeon

10. Closed Session

11. Adjournment



MINUTES OF THE REGULAR MEETING OF COUNCIL
VILLAGE OF BEISEKER
HELD ON April 8, 2024
At 7:15 pm Online and 700 1st Avenue, Beiseker AB T0M 0G0

PRESENT

Mayor, David Ledoyen
Deputy Mayor, Nikki King
Councillor, Les Spurgeon
Councillor, Trevor Snyder
CAO, Heather Leslie

ABSENT

Councillor, Warren Wise (with notice)

1. Call to Order

Mayor Ledoyen called the meeting to order at 7:15 pm.

Treaty 7 Acknowledgement

2. Agenda

Res#2024-089

Deputy Mayor King made motion to approve the Agenda of the April 8, 2024 Regular Council Meeting as presented.

CARRIED

3. Adoption of the Previous Minutes

Res#2024-090

Councillor Snyder made motion to approve the minutes of the March 25, 2024 Regular Council Meeting as presented.

CARRIED

4. Delegations

None

5. Staff Reports

- a) Fire Department
- b) Public Works (Water Consumption Reports)
- c) CAO Report

Res#2024-091

Mayor Ledoyen made motion to accept the staff reports as presented.

CARRIED

6. Financial Reports

a) Cheque Listing to April 4, 2024

Res#2024-092

Mayor Ledoyen made motion to approve the Cheque Listing to April 4, 2024.

CARRIED

7. Business Arising from Minutes (Old Business)

a) JR Ventures – Proposal for Higher Density and Property Tax Proposal – Motion 2024-075 March 25, 2024 Regular Council Meeting

Res#2024-093

Mayor Ledoyen made motion to continue with the current design for development in The Junction Subdivision.

CARRIED

8. New Business

a) Reserve Account Balances and Transactions to March 2024

Res#2024-094

Mayor Ledoyen made motion to approve the Reserve Account Balances and Transactions report as presented.

CARRIED



b) Correspondence from the Ministry of Environment and Protected Areas– Water Sharing Agreements

Res#2024-095

Mayor Ledoyen made motion to accept the letter from the Minister of the Environment and Protected Areas relating to Water Sharing Agreements as information. CARRIED

9. Council Reports

- a) **Mayor Ledoyen** – Written Report
- b) **Deputy Mayor King** – No Report
- c) **Councillor Spurgeon** – Verbal Report
- d) **Councillor Snyder** – No Report

Res#2024-096

Deputy Mayor King made motion to approve the Councillor reports as presented. CARRIED

10. Closed Session

a) CAO Evaluation – FOIP Section 17 (4) (d)

Res#2024-097

Mayor Ledoyen made motion to go into closed session for Item 10a) CAO Evaluation FOIP Section 17 (4) (d) at 7:50 pm. CARRIED

Res#2024-098

Deputy Mayor King made motion to come out of camera at 8:15 pm CARRIED

Res#2024-099

Mayor Ledoyen made motion to acknowledge the discussion that was held in camera regarding the CAO Evaluation. CARRIED

11. Adjournment

Mayor Ledoyen adjourned the meeting at 8:16 PM

Mayor, David Ledoyen

CAO, Heather Leslie

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VILLAGE OF BEISEKER
Financial Statements
Year Ended December 31, 2023

Preparer MDC 3/24/24	Reviewer	-	-
-	-	Scanned	Published

VILLAGE OF BEISEKER
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Year Ended December 31, 2023

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MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

Management of the Village of Beiseker is responsible for the preparation, accuracy, objectivity and integrity of the accompanying non-consolidated financial statements and all other information contained within this Financial Report. Management believes that the non-consolidated financial statements present fairly the Village's financial position as at December 31, 2023 and the results of its operations for the year then ended.

The non-consolidated financial statements have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards (PSAS).

The non-consolidated financial statements include certain amounts based on estimates and judgments. Such amounts have been determined on a reasonable basis in order to ensure that the non-consolidated financial statements are presented fairly in all material respects.

In fulfilling its responsibilities and recognizing the limits inherent in all systems, management has designed and maintains a system of internal controls to produce reliable information and to meet reporting requirements on a timely basis. The system is designed to provide management with reasonable assurance that transactions are properly authorized and assets are properly accounted for and safeguarded.

These systems are monitored and evaluated by management and reliable financial information is available for preparation of the non-consolidated financial statements.

The Village Council carries out its responsibilities for review of the non-consolidated financial statements principally through its Council. Council meets regularly with management and external auditor to discuss the results of audit examinations and financial reporting matters.

The external auditors have full access to the Village Council with and without the presence of management. The Village Council has approved the non-consolidated financial statements.

The non-consolidated financial statements have been audited by Vista Accounting Professional Corporation, Chartered Professional Accountant, independent external auditors appointed by the Village. The accompanying Independent Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the Village's consolidated financial statements.

Chief Administrative Officer

Mayor

Beiseker, Alberta
March 15, 2024

INDEPENDENT AUDITOR'S REPORT

To the Members of Village of Beiseker

Opinion

We have audited the financial statements of Village of Beiseker (the "Village"), which comprise the statement of financial position as at December 31, 2023, and the results of its operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the organization as at December 31, 2023, and the results of its operations, change in its net financial debt and its cash flows for the year then ended in accordance with Canadian public sector accounting standards (PSAS).

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of Village in accordance with ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Village's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Village or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Village's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

(continues)

Independent Auditor's Report to the Members of Village of Beiseker *(continued)*

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Village's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Village to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Report on Other Legal and Regulatory Requirements

- **Debt Limit Regulation:**
In accordance with Alberta Regulation 255/2000, we confirm that the municipality is in compliance with the Debt Limit Regulation. A detailed account of the Entity's debt limit can be found in note 13.
- **Supplementary Accounting Principles and Standards Regulation:**
In accordance with Alberta Regulation 313-2000, we confirm that the municipality is in compliance with the Supplementary Accounting Principles and Standards Regulation and note the information required can be found in note 17.

The engagement partner on the audit resulting in this independent auditor's report is Stephen Johnson.

VILLAGE OF BEISEKER
Statement of Financial Position
December 31, 2023

	2023	2022
ASSETS		
Cash <i>(Note 3)</i>	\$ 1,268,441	\$ 342,525
Trade and other receivables <i>(Note 4)</i>	273,424	221,482
Taxes receivables <i>(Note 5)</i>	204,476	194,135
Land inventory held for resale	-	5,788
Other financial asset <i>(Note 6)</i>	5,139	4,871
Prepaid expenses	-	51,840
	1,751,480	820,641
LIABILITIES		
Accounts payable and accrued liabilities <i>(Note 8)</i>	88,267	88,914
Deferred revenue <i>(Note 9)</i>	235,220	179,952
Long term debt <i>(Note 11)</i>	1,033,958	1,216,644
	1,357,445	1,485,510
NET FINANCIAL ASSETS (DEBT)	394,035	(664,869)
NON-FINANCIAL ASSETS		
Tangible capital assets <i>(Schedule 2)</i>	9,590,064	10,792,264
ACCUMULATED SURPLUS	\$ 9,984,099	\$ 10,127,395

CONTINGENT LIABILITY *(Note 18)*

Approved on behalf of Council

_____ *Mayor*

_____ *Chief Administrative Officer*

VILLAGE OF BEISEKER
Statement of Operations and Accumulated Surplus
Year Ended December 31, 2023

	Unaudited Budget	2023	2022
REVENUES			
Net municipal taxes (Schedule 3)	\$ 1,205,858	\$ 1,196,873	\$ 1,113,723
User fees and sales of goods	541,500	537,398	539,683
Rentals	119,000	141,124	124,173
Government transfers for operating (Schedule 4)	103,508	95,815	85,460
Franchise and concession contracts	72,000	60,169	62,652
Licenses and permits	52,975	52,823	56,394
Penalties and costs of taxes	37,250	42,736	39,907
Interest and investment income	7,600	33,601	9,127
Other revenue	24,500	233,760	69,530
	<u>2,164,191</u>	<u>2,394,299</u>	<u>2,100,649</u>
EXPENSES			
General Government			
Council and Other Legislative	\$ 46,670	\$ 42,214	\$ 44,899
General Administration	325,847	347,899	307,103
Protective Services			
By-law Enforcement	82,153	140,959	74,594
Police	7,390	4,908	4,632
Fire	95,692	184,072	136,038
Transportation			
Roads, streets, walks and lighting	390,266	631,707	594,177
Airport	28,829	56,865	47,796
Planning and development			
Land Use Planning, Zoning and Development	13,363	13,839	14,365
Economic/Agricultural Development	3,330	4,642	3,705
Subdivision Land and Development	12,000	14,682	1,393
Other Planning and Development	9,564	5,401	5,159
Planning and Subdivision	11,160	406	-
Public health and welfare			
Family and Community Support Services	16,867	45,909	45,874
Cemeteries and Crematoriums	-	-	380
Recreation and culture			
Parks and Recreation	183,233	174,890	161,914
Libraries, Museums, Halls	79,669	138,645	145,302
Environmental use and protection			
Water Supply and Distribution	344,040	415,463	378,441
Wastewater Treatment and Disposal	86,695	216,656	156,249
Waste Management	131,350	148,438	129,935
	<u>1,868,118</u>	<u>2,587,595</u>	<u>2,251,956</u>

VILLAGE OF BEISEKER
Statement of Operations and Accumulated Surplus (continued)
Year Ended December 31, 2023

	Unaudited Budget	2023	2022
SURPLUS (DEFICIT) FROM OPERATIONS	296,073	(193,296)	(151,307)
OTHER INCOME			
Provincial Government	-	-	43,937
Federal Government (Schedule 4)	-	50,000	-
	-	50,000	43,937
ANNUAL SURPLUS (DEFICIT)	296,073	(143,296)	(107,370)
ACCUMULATED SURPLUS - BEGINNING OF YEAR	-	10,127,395	10,234,765
ACCUMULATED SURPLUS - END OF YEAR	\$ 296,073	\$ 9,984,099	\$ 10,127,395

VILLAGE OF BEISEKER
Statement of Changes in Net Financial Assets (Debt)
Year Ended December 31, 2023

	Unaudited Budget	2023	2022
EXCESS OF REVENUE OVER EXPENSES	\$ 296,073	\$ (143,296)	\$ (107,370)
Amortization of tangible capital assets (Schedule 2)	53,982	530,982	520,885
Acquisition of tangible capital assets (Schedule 2)	-	(119,437)	(536,652)
Proceeds on disposal of tangible capital assets	-	518,280	-
Loss on disposal of assets	-	272,375	-
	<u>53,982</u>	<u>1,202,200</u>	<u>(15,767)</u>
INCREASE (DECREASE) IN NET FINANCIAL ASSETS	350,055	1,058,904	(123,137)
NET FINANCIAL ASSETS (DEBT) - BEGINNING OF YEAR	<u>-</u>	<u>(664,869)</u>	<u>(541,732)</u>
NET FINANCIAL ASSETS (DEBT) - END OF YEAR	<u>\$ 350,055</u>	<u>\$ 394,035</u>	<u>\$ (664,869)</u>

VILLAGE OF BEISEKER
Statement of Cash Flows
Year Ended December 31, 2023

	2023	2022
OPERATING ACTIVITIES		
Excess of revenue over expenses	\$ (143,296)	\$ (107,370)
Items not affecting cash:		
Amortization of property, plant and equipment	530,982	520,885
Loss on disposal of tangible capital assets	272,375	-
	660,061	413,515
Changes in non-cash working capital:		
Trade and other receivables	(51,942)	(25,038)
Taxes receivables	(10,341)	17,975
Land inventory held for resale	5,788	-
Prepaid expenses	51,840	(42,418)
Other financial asset	(268)	(230)
Accounts payable and accrued liabilities	(647)	8,490
Deposit liabilities	-	(100)
Deferred revenue	55,268	44,900
	49,698	3,579
Cash provided by operating transactions	709,759	417,094
CAPITAL		
Purchase of tangible capital assets	(119,437)	(536,652)
Proceeds on disposal of tangible capital assets	518,280	-
Cash flow provided by (applied to) capital	398,843	(536,652)
FINANCING		
Long term debt issued	-	137,821
Long term debt repaid	(182,686)	(118,855)
Cash flow provided by (applied to) financing	(182,686)	18,966
INCREASE (DECREASE) IN CASH FLOW	925,916	(100,592)
Cash - beginning of year	342,525	443,117
CASH - END OF YEAR	\$ 1,268,441	\$ 342,525

VILLAGE OF BEISEKER
Schedule of Changes in Accumulated Surplus
(Schedule 1)

Year Ended December 31, 2023

	Unrestricted Surplus	Restricted Surplus	Equity in Tangible Capital Assets	2023	2022
Balance, beginning of year	\$ 424,319	\$ 127,456	\$ 9,575,620	\$ 10,127,395	\$ 10,234,765
Shortfall of revenue over expenses	(143,296)	-	-	(143,296)	(107,370)
Unrestricted funds designated for future use	(973,056)	973,056	-	-	-
Transfer from restricted funds	4,000	(4,000)	-	-	-
Current year funds used for tangible capital assets	(119,437)	-	119,437	-	-
Disposal of tangible capital assets	790,655	-	(790,655)	-	-
Annual amortization expense	530,982	-	(530,982)	-	-
Capital long term debt repaid	(182,686)	-	182,686	-	-
Balance, end of year	\$ 331,481	\$ 1,096,512	\$ 8,556,106	\$ 9,984,099	\$ 10,127,395

VILLAGE OF BEISEKER
Schedule of Tangible Capital Assets
(Schedule 2)

Year Ended December 31, 2023

	Land	Land Improvements	Buildings	Engineered Structures	Machinery and Equipment	Vehicles	2023
ANCE, BEGINNING OF YEAR							
tion of tangible capital assets	\$ 249,000	\$ 114,127	\$ 3,479,819	\$ 16,786,964	\$ 788,293	\$ 546,751	\$ 21,964,954
il of tangible capital assets	5,788	-	-	59,000	-	54,649	119,437
	(162,446)	-	(15,901)	(1,117,754)	(5,000)	(20,400)	(1,321,501)
total	\$ 92,342	\$ 114,127	\$ 3,463,918	\$ 15,728,210	\$ 783,293	\$ 581,000	\$ 20,762,890
LATED AMORTIZATION							
ANCE, BEGINNING OF YEAR							
amortization	\$ -	\$ 94,647	\$ 2,295,045	\$ 8,024,053	\$ 461,902	\$ 297,043	\$ 11,172,690
lated amortization on disposals	-	3,130	69,466	393,516	30,708	34,162	530,982
	-	-	(5,247)	(502,620)	(2,999)	(19,980)	(530,846)
MULATED AMORTIZATION total	\$ -	\$ 97,777	\$ 2,359,264	\$ 7,914,949	\$ 489,611	\$ 311,225	\$ 11,172,826
OK VALUE OF TANGIBLE							
AL ASSETS	\$ 92,342	\$ 16,350	\$ 1,104,654	\$ 7,813,261	\$ 293,682	\$ 269,775	\$ 9,590,064
BOOK VALUE OF CAPITAL							
IBLE CAPITAL ASSETS	\$ 249,000	\$ 19,480	\$ 1,184,774	\$ 8,762,911	\$ 326,391	\$ 249,708	\$ 10,792,264

VILLAGE OF BEISEKER
Schedule of Property and Other Taxes
(Schedule 3)
Year Ended December 31, 2023

	Unaudited Budget	2023	2022
TAXATION			
Real Property Taxes	\$ 1,447,300	\$ 1,439,834	\$ 1,329,273
Linear property taxes	47,074	47,074	60,467
Government grants in place of property taxes	8,935	7,417	11,819
Special assessments and local improvement taxes	-	-	2,921
	<u>1,503,309</u>	<u>1,494,325</u>	<u>1,404,480</u>
REQUISITIONS			
Alberta School Foundation Fund	292,059	292,059	285,570
Rocky View Seniors Foundation Fund	5,392	5,393	5,188
	<u>297,451</u>	<u>297,452</u>	<u>290,758</u>
NET MUNICIPAL TAXES	<u>\$ 1,205,858</u>	<u>\$ 1,196,873</u>	<u>\$ 1,113,722</u>

VILLAGE OF BEISEKER
Schedule of Government Transfers
(Schedule 4)
Year Ended December 31, 2023

	Unaudited Budget	2023	2022
TRANSFERS FOR OPERATING			
Provincial Government	\$ 63,508	\$ 63,315	\$ 47,001
Other Local Governments	35,000	27,500	20,000
Federal Government	5,000	5,000	18,459
	<u>103,508</u>	<u>95,815</u>	<u>85,460</u>
TRANSFERS FOR CAPITAL			
Federal Government	-	50,000	-
Provincial Government	-	-	43,937
	<u>-</u>	<u>50,000</u>	<u>43,937</u>
INCOME FROM OPERATIONS	<u>\$ 103,508</u>	<u>\$ 145,815</u>	<u>\$ 129,397</u>

VILLAGE OF BEISEKER
Schedule of Consolidated Expenses by Object
(Schedule 5)
For the Year Ended December 31, 2023

	Unaudited Budget	2023	2022
CONSOLIDATED EXPENSES BY OBJECT			
Salaries, wages and benefits <i>(Note 17)</i>	\$ 685,320	\$ 835,254	\$ 564,063
Contracted and general services <i>(Note 19)</i>	751,707	937,131	834,038
Materials, goods, supplies and utilities	39,938	42,580	270,916
Transfers to local boards and agencies	63,325	101,411	13,512
Bank charges and short term interest	5,206	1,548	8,095
Interest on capital long term debt	25,779	67,144	25,017
Interest on operation long term debt	3,740	3,732	6,499
Other expenses	293,103	67,813	8,931
Amortization of tangible capital assets	-	530,982	520,885
	<u>\$ 1,868,118</u>	<u>\$ 2,587,595</u>	<u>\$ 2,251,956</u>

VILLAGE OF BEISEKER
Schedule of Segmented Disclosure
(Schedule 6)

Year Ended December 31, 2023

	General Government	Protective Services	Transportation Services	Planning and Development	Public Health and Welfare	Recreation and Culture	Environmental Services
Municipal property taxes and sales of goods	\$ 1,196,873	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Government transfers for operating and concession contracts	-	19,083	-	151	-	-	518,164
Permits and costs of taxes and investment income	37,990	-	44,791	-	-	96,333	-
Revenue	60,169	-	1,530	-	23,795	25,000	7,500
	3,600	35,990	-	13,233	-	-	-
	39,875	-	-	-	-	-	-
	33,601	-	-	-	-	-	2,861
	122,277	234,161	(125,029)	2,351	-	-	-
	\$ 1,494,385	\$ 289,234	\$ (78,708)	\$ 15,735	\$ 23,795	\$ 121,333	\$ 528,525
Wages and benefits	\$ 232,679	\$ 191,837	\$ 140,976	\$ 14,342	\$ 17,663	\$ 85,878	\$ 151,879
Utilities and general services	126,961	40,425	190,721	19,401	14,997	108,065	436,561
Supplies, goods and utilities	5,965	8,402	24,958	-	-	2,212	1,043
Grants to local boards and agencies	6,886	13,769	9,286	-	8,800	62,670	-
Depreciation charges and short-term interest	-	-	-	-	-	52	1,496
Interest on capital long-term debt	-	42,921	21,919	-	156	-	2,148
Interest on operation long-term debt	3,732	-	-	-	-	-	-
Other expenses	12,100	8,617	4,070	-	4,293	-	38,733
	\$ 388,323	\$ 305,971	\$ 391,930	\$ 33,743	\$ 45,909	\$ 258,877	\$ 631,860

REVENUE, BEFORE AMORTIZATION
OTHER
Government transfers

	\$ 1,106,062	\$ (16,737)	\$ (470,638)	\$ (18,008)	\$ (22,114)	\$ (137,544)	\$ (103,335)
	-	-	50,000	-	-	-	-
	-	-	-	-	-	-	-

April 16, 2024 4:46 PM
financial statements

Prep _____ Added _____ Approved _____

VILLAGE OF BEISEKER

Schedule of Segmented Disclosure (continued)
(Schedule 6)

Year Ended December 31, 2023

	General Government	Protective Services	Transportation Services	Planning and Development	Public Health and Welfare	Recreation and Culture	Environmental Services
ation expense	(1,790)	(23,968)	(296,642)	(5,227)	-	(54,658)	(148,697)
S (SHORTFALL) OF REVENUE	\$ 1,104,272	\$ (40,705)	\$ (717,280)	\$ (23,235)	\$ (22,114)	\$ (192,202)	\$ (252,032)
EXPENSES							

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

1. NATURE OF ORGANIZATION

The Village of Beiseker (the "Village") is a Municipality in the Province of Alberta. The financial statements are the representations of management prepared in accordance with Canadian generally accepted accounting principles for local governments established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Significant aspects of the accounting policies adopted by the Village are as follows:

The Village is exempt from income taxation under Section 149 of the Canada Income Tax Act.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Village of Beiseker are the representations of management prepared in accordance with generally accepted accounting principles for the local governments established by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants. Significant aspects of the accounting policies adopted by the Village are as follows:

Reporting Entity

The financial statements reflect the assets, liabilities, revenues and expenditures, changes in fund balances and change in financial position of the reporting entity. This entity is comprised of the municipal operations plus all of the organizations that are owned or controlled by the village and are, therefore, accountable to the village Council of the administration of their financial affairs and resources.

Taxes levied also includes requisitions for educational, health care, social and other external organizations that are not part of the municipal reporting entity.

The statements exclude trust assets that are administered for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

Basis of presentation

(continues)

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

The financial statements reflect the assets, liabilities, revenues and expenses, and changes in net financial assets and cash flows of the Village.

These financial statements have been prepared by management in accordance with Canadian public sector accounting standards and are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognised in the period when the related expenses are incurred, services performed or the tangible capital assets are acquired.

Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period.

Significant estimates include assumptions used in a number of areas including useful lives of tangible capital assets and the fair value of contributed tangible capital assets. Estimates are also used for various liabilities, including landfill closure and post-closure costs. Estimates are based on the best information available at the time of preparation of the financial statements and are periodically reviewed and any adjustments necessary are reflected in the period in which they become known. Measurement uncertainty exists in these financial statements. Actual results could differ from these estimates.

Cash and temporary investments

Cash includes cash and temporary investments. Temporary investments are investments in term deposits and are valued at cost plus accrued interest. The carrying amounts approximate fair value because they have maturities at the date of purchase of less than ninety days.

(continues)

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Investments

Investments are recorded at amortized cost. Investment premiums and discounts are amortized on the net present value basis over the term of the respective investments. When there has been a loss in value that is other than a temporary decline, the respective investment is written down to recognize the loss.

Reserves for future expenses

Reserves are established at the discretion of Council to set aside funds for the future operating and capital expenses. Transfers to and/or from reserves are reflected as an adjustment to the respective fund.

Requisition over-levy and under-levy

Over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

Government transfers

Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return. Government transfers are recognized in the financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

(continues)

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Revenue recognition

Service fees and sales of goods from external sources are recognized as revenue in the period in which the services is delivered or in which the transactions or events occurred that gave rise to the revenue.

The Village follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Contributions specified for capital purposes are recorded as unamortized capital allocations. These unamortized capital allocations are taken into income as the related capital costs are amortized.

Government transfers, contributions and other amounts received from third parties pursuant to legislation, regulation or agreement may not be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. Revenues from these sources are recognized in the period in which the related expenses are incurred, services performed or capital assets are amortized.

Tax Revenue

Tax revenues are recognized when the tax has been authorized by bylaw and the taxable event has occurred. Requisitions operate as a flow through and are excluded from municipal revenue.

Contaminated sites liability

Contaminated sites are a result of contamination being introduced into air, soil, water or sediment of a chemical, organic or radioactive material or live organism that exceeds an environmental standard. The liability is recorded net of any expected recoveries. A liability for remediation of a contaminated site is recognized when a site is not in productive use and is management's estimate of the cost of post-remediation including operation, maintenance and monitoring.

Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the consolidated Change in Net Financial Assets (Debt) for the year.

Tangible capital assets

Tangible capital assets are stated at cost or deemed cost less accumulated amortization and are amortized over their estimated useful lives on a declining balance basis at the following rates:

(continues)

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Land improvements	15 - 25 years
Buildings	50 years
Equipment	2 - 30 years
Motor Vehicles	5 - 10 years

Half amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

The organization regularly reviews its tangible capital assets to eliminate obsolete items.

Tangible capital assets acquired during the year but not placed into use are not amortized until they are placed into use.

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

Leases are classified as capital or operating leases. Leases which transfer substantially all the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses incurred.

Work of art for display are not recorded as tangible capital assets but are disclosed.

Financial instruments policy

Financial instruments are recorded at fair value when acquired or issued. In subsequent periods, financial assets with actively traded markets are reported at fair value, with any unrealised gains and losses reported in income. All other financial instruments are reported at amortized cost, and tested for impairment at each reporting date. Transaction costs on the acquisition, sale, or issue of financial instruments are expensed when incurred.

3. CASH AND TEMPORARY INVESTMENTS

	2023	2022
Cash	\$ 1,268,441	\$ 342,525

Included in Cash and Temporary Investments is a restricted amount of \$78,230 (2022 - \$77,773). The restricted funds relate to government grants funds that are being held exclusively for approved projects and deferred revenue (Note 9).

The Village has access to a 5 year fixed open term loan for \$170,000 at a rate of 5.0%. At December 31, 2023 the line of credit had not been utilized.

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

4. TRADE AND OTHER RECEIVABLES

	2023	2022
Water and sewer receivables	\$ 71,845	\$ 78,773
Grants receivable	175,041	112,000
Trade accounts receivables	10,886	23,990
Goods and Services Tax receivable	15,652	6,719
	\$ 273,424	\$ 221,482

5. TAXES RECEIVABLE

	2023	2022
Current taxes	\$ 194,135	\$ 167,101
Arrears taxes	10,341	27,034
	\$ 204,476	\$ 194,135

6. OTHER FINANCIAL ASSET

	2023	2022
Mountain View Credit Union shares	\$ 5,139	\$ 4,871

7. BANK INDEBTEDNESS

The Village has an authorized overdraft limit of \$600,000 to finance day to day operating requirements and is payable on demand bearing interest of the Mountain View Credit Union's prime rate with an effective rate of 6.45%, of which \$600,000 remains unused as of December 31, 2023.

Bank loans are issued on the credit and security of the Village of Beiseker at large.

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

8. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	2023	2022
Trade accounts payable	\$ 56,859	\$ 22,138
Employee benefit obligations	28,583	25,592
Other accounts payable	2,825	21,185
Accrued liabilities	-	19,999
	\$ 88,267	\$ 88,914

9. DEFERRED REVENUE

	2023	2022
Municipal Sustainability Initiative	\$ 182,351	\$ 179,730
Canada Community Building Fund	51,271	-
MSI Capital grant interest	1,598	222
	\$ 235,220	\$ 179,952

Municipal Sustainability Initiative

The Municipal Sustainability Initiative ('MSI') is a funding program aimed at providing financial support for critical core and community infrastructure projects and includes incentives to encourage collaboration and cooperation between neighbouring municipalities. This population-based funding program includes operating, capital and affordable housing components. The balance at year-end represents the unspent portion of the funding receivable to date plus interest earned.

A portion of the unexpended funds held in deferred revenue are supported by cash and temporary investments as noted in Note 3.

Canada Community Building Fund

The Canada Community Building Fund provides predictable, long term, stable funding for Canadian municipalities to help them build and revitalize their local public infrastructure while creating jobs and long term prosperity. The use of these funds is intended to cover capital costs only and may not be used for maintenance costs, operating costs, debt reduction, or replacement of existing municipal infrastructure expenditures. During the year \$51,271 was spent on projects and recognized as revenue. This amount was not received before year end but is expected to be received in 2024 and has been setup as a receivable. The funds were used from the MSI funds until the Canada Community Building funds are received.

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

10. CONTAMINATED SITES LIABILITY

The Village has adopted PS3260 Liability for Contaminated Sites. The Village did not identify any financial liabilities in 2023 (2022 \$nil) as a result of this standard.

11. LONG TERM DEBT

	2023	2022
Bank loans - Operating	\$ 47,782	\$ 78,811
Bank loans - Restricted	92,966	110,240
Bank loans - Capital	893,210	1,025,784
Capital leases	-	1,809
	\$ 1,033,958	\$ 1,216,644

Bank loans are repayable to the Mountain View Credit Union and bears interest at 1.99% to 2.74% per annum and mature in 2027.

Bank loans are issued on the credit and security of the Village of Beiseker at large.

12. PRINCIPAL AND INTEREST REPAYMENTS ON LONG-TERM DEBT

	Principal	Interest	Total
2024	\$ 132,536	\$ 24,967	\$ 157,503
2025	109,852	22,080	131,932
2026	80,039	19,495	99,534
2027	63,680	17,813	81,493
2028	65,216	16,286	81,502
Thereafter	582,635	152,693	735,328
	\$ 1,033,958	\$ 253,334	\$ 1,287,292

The current portion of long term debt amounts to \$132,536 (2022 - \$136,726).

Interest on long term debt amounted to \$27,907 (2022 - \$30,249).

The Village's total cash payments for interest in 2023 were \$27,907 (2022 - \$30,249).

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

13. DEBT AND DEBT SERVICE LIMITS

Section 276(2) of the Municipal Government Act requires that debt limits as defined by Alberta Regulation 255/00 for the Village of Beiseker be disclosed as follows:

	2023	2022
Total debt limit	\$ 3,666,449	\$ 3,216,879
Total debt (Note 6, 10, 11)	(1,033,959)	(1,216,644)
Amount of surplus debt limit	2,632,490	2,000,235
Debt servicing limit	611,075	536,147
Debt servicing	(157,503)	(166,388)
Amount of debt servicing limit unused	453,572	369,759

The debt limit is calculated at 1.5 times revenue of the municipality, as defined in Alberta regulation 255/00, and the debt servicing limit is calculated at 0.25 times such revenue. Incurring debt beyond these limitations requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities which could be at financial risk if further debt is acquired. The calculation alone does not represent the financial stability of the municipality. Rather, the financial statements must be interpreted as a whole.

14. TANGIBLE CAPITAL ASSETS

	2023	2022
Land	\$ 92,342	\$ 249,000
Land improvements	16,350	19,480
Buildings	1,104,654	1,184,774
Engineered structure		
Roads and sidewalks	4,488,177	5,316,032
Water distribution system	1,208,771	1,248,065
Wastewater treatment system and storm sewers	2,116,313	2,198,814
Other machinery and equipment	293,682	326,391
Motor Vehicles	269,775	249,708
	\$ 9,590,064	\$ 10,792,264

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

15. EQUITY IN TANGIBLE CAPITAL ASSETS

	2023	2022
Tangible capital assets (Schedule 2)	\$ 20,762,890	\$ 21,964,954
Accumulated amortization (Schedule 2)	(11,172,826)	(11,172,690)
Long term debt (Note 12)	(1,033,958)	(1,216,644)
	\$ 8,556,106	\$ 9,575,620

16. ACCUMULATED SURPLUS

Accumulated surplus consists of restricted and unrestricted amounts and equity in tangible capital assets as follows:

	2023	2022
Unrestricted surplus	\$ 331,481	\$ 424,319
Restricted surplus		
Enforcement reserves	9,536	1,800
Wastewater	4,318	4,318
Off-site Levy Land Reserve	200	200
Sewer system	100,000	40,000
Firefighting service	125,928	4,018
Garbage	4,000	4,000
Common service	50,000	20,000
Cash-in-lieu	18,687	18,687
Recreation reserve	22,500	-
Policing	30,323	18,433
Water servicing	61,020	15,000
Lagoon upgrade	200,000	-
Airport reserve	469,000	-
E.D. Reserves	1,000	1,000
Equity in tangible capital assets (Note 15)	8,556,106	9,575,620
	\$ 9,984,099	\$ 10,127,395

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

17. SALARY AND BENEFITS DISCLOSURE

Disclosure of salaries and benefits for municipal officials, the chief administrative officer, and designated officers as required by Alberta Regulation 313/2000 is as follows:

	Salary	Benefits and Allowances	2023	2022
Mayor and Councilors				
Mayor David	\$ 7,148	\$ -	\$ 7,148	\$ -
Deputy King	6,827	-	6,827	6,827
Councilor Warren	6,827	-	6,827	7,748
Councilor Ursu	6,827	-	6,827	7,827
Councilor Spurgeon	6,827	-	6,827	8,027
Councilor Snyder	6,827	-	6,827	6,827
Chief Administrative Officer	78,090	2,903	80,993	78,124
	<u>\$ 119,373</u>	<u>\$ 2,903</u>	<u>\$ 122,276</u>	<u>\$ 115,380</u>

1) Salary includes regular base pay, bonuses, overtime, lump sum payments, gross honoraria and any other direct cash remuneration.

2) Employer's share of all employee benefits and contributions made on behalf of employees including pension, health care, dental coverage, vision coverage, group life insurance accidental disability and dismemberment insurance, long and short term disability plans, professional memberships and tuition.

18. CONTINGENT LIABILITY

The Village is a member of the Alberta Municipal Insurance Exchange ("MUNIX"). Under the terms of membership, the Village could become liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current translation in the year the losses are determined.

VILLAGE OF BEISEKER
Notes to Financial Statements
Year Ended December 31, 2023

19. RELATED PARTY TRANSACTIONS

The Aqua 7 Regional Water Commission has been identified as a related party. The village of Beiseker has entered into an agreement with the Commission for a supply of water service.

Service fees are based on budgeted operating costs of the Commission. Water purchases are based on actual water consumption during the year. Fees and rates are reviewed by the Commission on an annual basis.

Service fees and water purchases paid to the Commission for 2023 were \$207,661 (2022 - \$230,206).

Amount payable to the Commission at December 31, 2023 is \$16,718 (2022 - \$17,624).

20. FINANCIAL INSTRUMENTS

The Village's financial instruments consists of cash and temporary investments, taxes, trade and other receivables, other financial asset, bank indebtedness, accounts payable and accrued liabilities, deposit liabilities, and long term debt. It is management's opinion that the commission is not exposed to significant currency risks arising from these financial instruments. Unless otherwise noted, the fair values of these financial instruments approximate their carrying values.

(a) Credit risk

Credit risk arises from the potential that taxpayers and entities to which the Village provides services may experience financial difficulty and be unable to fulfill its obligations. The organization is exposed to credit risk with respect to taxes receivables and trade and other receivables. The organization has a significant number and diversity of taxpayers and customers which minimizes the concentration of credit risk.

(b) Interest rate risk

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. The Village is exposed to interest rate risk primarily through its fixed interest rate through the bank loan financing with Mountain View Credit Union. The Village's exposure to interest rate risk is negligible.

21. BUDGET FIGURES

Budget figures are included for information purposes only and are not audited.

22. APPROVAL OF FINANCIAL STATEMENTS

Council and Management have approved these financial statements.



fcss

Village of Beiseker
Family and Community
Support Services

FCSS,
Recreation
and
Community
Service

Village of Beiseker - FCSS, Recreation and Community Services

First Quarter Summary 2024

- In January 2024, the Village of Beiseker hired Victoria Mikal to support the FCSS and Community Services Department as the new Community Services Programmer. Victoria is a vital part of the municipal sharing agreement for the Village of Beiseker and Town of Irricana. Victoria has spent the last few months engaging with Beiseker residents and incorporating new programs within Beiseker and area.
- The Municipal Sharing Agreement for FCSS between the Village of Beiseker and Town of Irricana has proved to be very effective. This sharing agreement allows both communities to work together to facilitate preventative based services, programs and events. The ability to have Victoria support FCSS in two communities allows her to enhance connectivity, engage at the community level and be a "face" as it relates to FCSS within both Communities. Within this agreement Brook Swanson (Town of Irricana employee) continues to support the Village of Beiseker through guidance and direction as it relates to FCSS program and administrative management, FCSS and community services supervision, strategic planning, reporting/data collection and working directly with Interagency groups and internal partners. The Municipal Sharing Agreement has created stronger municipal relationships and has been a positive impact to both communities.
- In the First Quarter Closer to Home Community Services had partnered with FCSS Beiseker to bring the following programs (FREE OF Charge) to the Community of Beiseker.
 1. Food and Mood Beiseker
 2. Walk and Talk Program
 3. Girls Talk (open to Beiseker and Irricana residents)
- During Family Day week Beiseker FCSS hosted a family coloring contest and got to learn about local families and what they enjoy about being with their family. We had 9 kids participate who each submitted some great family portraits.
- Victoria helped support and initiate local engagement with the Push-Up Challenge through the Canadian Mental Health Association, between both communities they had 14 people register for the challenge. Job well done!
- Beiseker FCSS was invited to attend the Beiseker Community School Parent Teacher Night, this was an amazing opportunity for Victoria to connect with local residents and answer questions and share information related to local programs and services ran through FCSS and local partners. Victoria was able to connect with 27 different residents during her time at the event.

Victoria Mikal



FCSS, Recreation and Community Service

Village of Beiseker- FCSS, Recreation and Community Services First Quarter Summary 2024

- On March 28th FCSS Beiseker partnered with the Beiseker Library to host an Easter activity and Craft Event, this event was attended by 17 people
- Victoria has worked very hard to improve the awareness and advertising in relation to FCSS and Community Programming information. She has spent time updating the website, using social media to share information and using the Village of Beiseker and Event Face Book pages and reintroducing the Village of Beiseker Instagram Account.
- In 2023/2024 FCSS Beiseker introduced the Snow Angel program, for 2024 we only had one volunteer however we look forward to providing more awareness and having more wonderful community ambassadors sign up to help their neighbours in need during the winter months.
- Through the Rural Mental Health Network, they offer a Community Mental Health Animator Program. This is a program where a local area resident is provided training through a grant received through the Canadian Mental Health Association (Rural Mental Health Network) to be trained as a community ambassador and to connect with the community to build programming around Mental Health at the Community Level. Stephanie Young was the Village of Beiseker's previous Animator but has since passed the torch onto Dawn Mosondz. Dawn will be facilitating her training and the CMHA will provide a grant of \$5000 to the Village of Beiseker to cover Dawn's training as well as help her to implement some community mental health programming in 2024. After her year of training Dawn is able to apply for larger grants to support community mental health initiatives in Beiseker.
- The Village of Beiseker and the Town of Irricana facilitate the local Interagency Quarterly Meetings. Our last meeting had 8 local organizations attend. These meetings provide local insight into community need, available programming and the opportunity to share resources and information to support area residents.
- The 2023 FCSS report/annual summary has been submitted to the Province (reports are always submitted the year after), this was accepted and approved.
- Brook Swanson was contacted in late 2023 to join the adjudication team for the 2024 Rural Mental Health Grants. Brook was honored to be part of the adjudication team and appreciated the opportunity to be apart of the evaluation process.
- All Beiseker FCSS Funded organizations were provided with funding approval letters, reporting metrics and surveys to assist them with their program outcomes for 2024.



FCSS, Recreation and Community Service

Village of Beiseker- FCSS, Recreation and Community Services First Quarter Summary 2024

- The Village of Beiseker worked in collaboration with the Beiseker Ag Society and Doug Hagel Arena to organize Public Skating during the 2023/2024 season. Public Skate, Shiny and Parent and Tot Skates were held every week from late October until the end of March.
- The FCSS Department created an FCSS Fact Sheet and an FCSS Brochure. These documents have been posted on the website and on social media. They provide information and awareness about the FCSS program.
- On April 28th FCSS Beiseker will be hosting a Meet and Greet Event called "The Sourdough Social". This event aims to connect people to place, allow new residents and old residents to come together, it's truly about building positive community relationships all while learning a fun skill and socially engaging with others. Stephanie Young and Victoria Mikal will be leading this event.
- In 2024 FCSS Beiseker is Funding the following Organizations and Programs.

Organization	Programs
Beiseker Community School	Junior Leaders Program
Airdrie and District Victim Services	Volunteer Training Program
Community Links	Information/Referral Program and Counselling Services
Beiseker Seniors Association	Senior Support Programs and Events
Beiseker Play School	Community Leaders Program
Beiseker Library	Wellness Kits, Popsicles for Positivity Program and After School Programming



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TRI-COMMUNITY ENFORCEMENT SERVICES

403-947-3774 OFFICE 403-807-9838 CELL

communitypeaceofficer@beiseker.com

or

bylaw@beiseker.com

JANUARY - MARCH QUARTERLY REPORT

VILLAGE OF ACME

COMPLAINTS:	16
WARNINGS :	8
TICKETS:	2
PUBLIC CONTACTS:	28
OTHER AGENCY ASSIST:	0
ANIMAL RELATED:	2
COMMUNITY ENGAGEMENT:	1 (ICS)

OVERVIEW

The top subject areas of complaints for the reporting period were:

- **JANUARY: Motor Vehicle Parking related**
- **FEBRUARY: Unattached trailer related**
- **MARCH: Snow related**

D. Taylor, Sgt
Tri-Community Enforcement Services



TRI-COMMUNITY ENFORCEMENT SERVICES

403-947-3774 OFFICE 403-807-9838 CELL

communitypeaceofficer@beiseker.com

or

bylaw@beiseker.com

JANUARY – MARCH QUARTERLY REPORT

VILLAGE OF BEISEKER

REMINDERS:	3
COMPLAINTS:	42
WARNINGS :	20
TICKETS:	46
PUBLIC CONTACTS:	62
ANIMAL CONTROL:	4
OTHER AGENCY ASSIST:	0
COMMUNITY ENGAGEMENT:	2 (COFFEE -TIME, ICS)

OVERVIEW

The top areas of complaints for the reporting period were:

- **JANUARY:** TSA related
- **FEBRUARY:** Snow and Animal Control related
- **MARCH:** TSA related

A handwritten signature in black ink, appearing to read "D. Taylor".

D. Taylor, Sgt
Tri-Community Enforcement Services



TRI-COMMUNITY ENFORCEMENT SERVICES

403-947-3774 OFFICE 403-807-9838 CELL

communitypeaceofficer@beiseker.com

or

bylaw@beiseker.com

JANUARY - MARCH QUARTERLY REPORT

TOWN OF IRRICANA

REMINDERS:	8
COMPLAINTS:	36
WARNINGS :	7
TICKETS:	8
PUBLIC CONTACTS:	45
ANIMAL CONTROL	1
OTHER AGENCY ASSIST:	0
COMMUNITY ENGAGEMENT:	3

(COFFEE-TIME, EASTER EGG HUNT, ICS)

OVERVIEW

The top subject areas of complaints for the reporting period were:

- **JANUARY:** Community Standards Bylaw related
- **FEBRUARY:** Snow related
- **MARCH:** Traffic related

D. Taylor, Sgt
Tri-Community Enforcement Services

revised

CAO REPORT APRIL 22

MSA REVIEW – IRRICANA/BEISEKER – FCSS/REC POSITIONS

CAO Hafichuk, Brook Swanson and I met on April 15th, 2024 for the latest review of the department. Reporting shows great strides being made towards continued bi-community engagement and we continue our efforts to provide quality programming to our residents with an eye on fiscal responsibility and shared resources. We provided the department with a number of goals including to continue to consider quality programming as opposed to quantity, and to start a conversation with Beiseker, Crossfield and Irricana regarding our relationship with Community Links.

PUBLIC WORKS TRUCK

We have contacted the insurance company and are working through the appraisal process for the damage that was done to the Foreman's truck when it was hit by another vehicle. So far, this is a 'no fault' incident whereby there will be no deductible and we are waived for any costs associated with a rental replacement vehicle while we sort this out. If we have to replace the vehicle, we will likely be looking at a lease.

RESOURCE CENTRE ISSUES

We have been experiencing issues with the alarm and loss of Internet connection at the library and are working with Telus and the Alarm Company to resolve the problem. We are getting quotes to work on the issue in the Playschool that is causing flooring problems that we believe results from the sink drains leaking water under the building slab.

PUBLIC WORKS TRUCK

As advised the public work's truck was involved in a collision a couple of weeks ago when it was hit by another vehicle when it was parked. We have arranged for an Appraiser to value the damage and will be acquiring a loaner vehicle in the meantime. The cost of rental is covered by insurance and the deductible on the claim was waived since this was a no fault incident. At first glance, it looks like this might be a write-off and we will be researching a lease vehicle for a replacement.

CAPITAL PROJECTS

We are planning to proposed the valve replacement project (3 in the lower townsite), 1 lagoon valve and 1 campground valve this year. We earmarked the Pressure Relief Valve (approx. \$25k) for the water reservoir. We are meeting with MPE early this week to discuss the cost of engineering the 9th Street road/infrastructure project for a number of reasons. A) it's one of the worst roads in town, b) we are flushing the sewer line on almost a daily basis to keep the lines clear and we believe this is likely mostly due to the insufficient grading of the underground piping c) there is a fire hydrant that needs to be moved and we want to look into road widening to accommodate better parking, especially if any of those property owners start looking into increased density housing. We should have the capital project budget to Council in early May.

APC FLOOD MITIGATION – ENGINEERING PROPOSAL

We have been back and forth with the Engineering firm (MPE) to finalize the details of their proposal to manage the next steps in the flood mitigation project. We have asked that (in accordance with our meeting with them) that as much engineering and construction cost estimates can be provided for the

Item 6a



VILLAGE OF BEISEKER

Cheque Listing For Council

2024-Apr-18
3:28:06PM

Cheque				Invoice	Invoice	Invoice	Cheque
Cheque #	Date	Vendor Name	Invoice #	Invoice Description	Amount	Amount	Amount
20240252	2024-04-12	COLLABRIA MASTERCARD		PAYMENT			2,961.67
			001595	AMEA MEMBERSHIP	150.00		
			1004004000087	PARK PASS	151.25		
			17900904	PARKING	4.00		
			17905964	PARKING	14.00		
			215262	METAL DETECTOR REPAIR	341.25		
			4921801771	EMAIL	139.23		
			7473	COFFEE	35.98		
			96861	HOTEL ROOM	1,044.25		
			96865	HOTEL ROOM	937.05		
			CA41JN66S4WI	CABLE TIES	9.24		
			CA42WCXGYXC	FIRE PRINTER INK	41.99		
			CA435FB6NYAI	USB CABLE	22.04		
			CA44FOYD3YO	HDMI CABLE	30.44		
			CA48PB6NYAC	RETURN USB CABLE	(22.04)		
			CA4ZCH7Q1AI	CRAMPONS	62.99		
20240253	2024-04-12	ONSTINE, TREVOR		PAYMENT			60.00
			20240410	CASUAL LABOUR PW	60.00		
20240263	2024-04-22	AMSC ENERGY		PAYMENT			16,739.03
			41039	MARCH GAS AND POWER	16,739.03		
20240264	2024-04-22	IAMRESPONDING.COM		PAYMENT			437.03
			24-40883	ANNUAL SUBSCRIPTION	437.03		
20240265	2024-04-22	MIKAL, VICTORIA		PAYMENT			88.56
			575994	EASTER	88.56		
20240266	2024-04-22	PATTERSON, LYNN		PAYMENT			35.98
			915782	COFFEE	35.98		
20240267	2024-04-22	PITNEY BOWES LEASING		PAYMENT			219.84
			MARCH 24	MONTHLY LEASE	219.84		
20240268	2024-04-22	PITNEY WORKS		PAYMENT			285.97
			APR 14/24	POSTAGE	300.97		
20240269	2024-04-22	RECEIVER GENERAL FOR CANADA		PAYMENT			15,658.24
			20240418	FEDERAL PAYROLL	15,658.24		
20240270	2024-04-22	ROCKY MOUNTAIN PHOENIX		PAYMENT			8,856.88
			MINI-PUMPER	DEPOSIT FOR MINI-PUMPER	8,856.88		
20240271	2024-04-22	SPURGEON, LES		PAYMENT			78.08
			APRIL 24	MILEAGE	78.08		
20240272	2024-04-22	TELUS COMMUNICATIONS INC.		PAYMENT			961.44
			103	APRIL LANDLINES/INTERNET	961.44		
20240273	2024-04-22	WORKERS COMPENSATION BOARD		PAYMENT			1,177.00
			APR 10/24	MONTHLY	1,177.00		
20240274	2024-04-22	TELUS MOBILITY INC.		PAYMENT			432.57
			49	APRIL MOBILITY INVOICE	432.57		
20240275	2024-04-22	AQUA 7 REGIONAL WATER COMMISSION		PAYMENT			14,924.76
			2024-16	WATER	14,924.76		
20240276	2024-04-22	AVALANCHE WASTE MANAGEMENT		PAYMENT			735.00
			0052002-IN	FURNITURE BIN	367.50		
			0052004-IN	FURNITURE BIN	367.50		
20240277	2024-04-22	BEISEKER REGISTRIES		PAYMENT			28.00
			0172870-00	GARBAGE TRUCK REGISTRATIO	28.00		
20240278	2024-04-22	CATALIS PWE		PAYMENT			7,033.47
			INV308316248	ANNUAL SUPPORT	7,033.47		
20240279	2024-04-22	CBSC CAPITAL INC.		PAYMENT			825.69
			9511806	COPIER LEASE	825.69		



VILLAGE OF BEISEKER

Cheque Listing For Council

2024-Apr-18
3:28:06PM

Cheque #	Date	Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
20240280	2024-04-22	CHAMCO INDUSTRIES LTD.	6023268ADR	PAYMENT RES 2 ANNUAL SERVICE	1,480.67	1,480.67
20240281	2024-04-22	COAST TO COAST MECHANICAL CONTRACTOR:	2865	PAYMENT METER INSTALLS	1,000.03	1,000.03
20240282	2024-04-22	MPE ENGINEERING LTD.	2590-009-00-28	PAYMENT GENERAL ENGINEERING	191.10	191.10
20240283	2024-04-22	PETTY CASH	00121601 20240566 809448 CC570656 E076A2 JAN 24	PAYMENT SOAP TESTING MACHINE CLEANING SUPPLIES POSTAGE JANITORIAL SUPPLIES CLEANER	5.80 2.00 3.41 21.87 10.50 50.00	93.58
20240284	2024-04-22	BCS GRADE 11 CLASS	2024	PAYMENT DONATION FOR SHREDDING	100.00	100.00
20240285	2024-04-22	TELUS MOBILITY INC.	50	PAYMENT APRIL LANDLINES	485.63	485.63

Total 74,890.22

*** End of Report ***

VILLAGE OF BEISEKER
 OUTSTANDING LOANS
 as at January 31 2024

CONNECT FIRST CREDIT UNION				
DESCRIPTION	Dec 31 2023 Balance	Principal Paid Jan 2024	Jan 31 2024 Balance	Completion Date
LOAN #2 @ 4.5 OPERATING LOANS	\$47,781.92	(\$2,612.21)	\$ 45,169.71	June 1 2025
LOAN #1 @ 4.5 CAPITAL LOANS	\$28,142.21	(\$1,538.52)	\$26,603.69	June 1 2025
LOAN #3 @ 5% OPERATING LOAN	\$92,966.28	(\$1,454.62)	\$91,511.66	Dec 1 2028
LOAN #4 @ 4.190 MSI Cap Loan	\$118,908.11	(\$1,647.70)	\$117,260.41	Aug 1 2029
LOAN #5 Road Construction	\$582,012.77	(\$1,747.48)	\$580,265.29	Dec 31 2046
LOAN #6 Garbage Truck & Bins	\$64,146.78	(\$2,312.51)	\$61,834.27	March 1 2026
TOTAL	\$933,958.07	(\$11,313.04)	\$922,645.03	

COUNCIL NOTES – REQUEST FOR APPROVAL – SERVICE AGREEMENT HORIZON TECHNOLOGY SERVICES

The attached agreement was reviewed by CAO, Assistant CAO, Horizon Technology Services and John Richter representing the Beiseker Chamber of Commerce on April 17, 2024. Roy Lewis (JR Ventures) was not available for the review, but a final copy of the changes made on April 17th were provided to him for input.

The EDC has requested that Council approve this agreement to provide design and construction services for the Awareness Team (EDC)'S project for a marketing plan on behalf of the Chamber, JR Ventures and the Village of Beiseker. The agreement includes the development of a website, social media pages, marketing materials (TBD) and 6 months of support after final approval of the website/social media pages. We requested that John Richter and Brian Sawchuk (Horizon) be present at the April 22 Council meeting in case you have any questions.

The EDC has elected three people to oversee this project and provide direction and approval to Horizon regarding the terms of the agreement. This includes Gail Peckham, Village; John Richter, Chamber and Roy Lewis, JR Ventures – referred to as the MSC in the agreement.

Please provide your motion regarding the approval of this agreement

MARKETING SERVICES AGREEMENT

Effective Date: April 22, 2024

CONTEXT

This Marketing Services Agreement ("Agreement") is entered into and is binding on all Parties as of April 22, 2024.

The Parties to this Agreement are:

Village of Beiseker

a Corporation incorporated under the laws of Alberta and represented by Heather Leslie and having its principal place of business at the following address:

700 1st Ave
Beiseker, AB
T0M0G0

-AND-

Horizon Technology Services

a business being carried on in Alberta and having its principal place of business at the following address:

513 1st Ave
Beiseker, AB
T0M0G0

WHEREAS, Village of Beiseker and Horizon Technology Services desire to establish a strategic marketing agreement by which the Parties to the contract commit to each other;

AND WHEREAS the objective is to drive growth and awareness of the village of Beiseker;

NOW THEREFORE in consideration of the mutual covenants set forth herein, and with the intention of being legally bound hereby, the Parties agree as follows:

Article 1 - DEFINITIONS

1.1. The Parties agree to the following definitions used in this Marketing Services Agreement:

1.1.1. "Certificate" means a document created by the Client and issued to the Marketer that indicates that the Marketer is working to advertise the Client's business;

1.1.2. "Client" means (i) an entity whose head office is located in the Territory (defined below), and persons residing in the Territory, and (ii) with the prior written authorization of the Client, an entity that is a subsidiary of a Client, where sales decisions regarding the Client's business are made for the entity by the Client;

1.1.3. "Documentation" means any user manual or instruction materials, if any, and specifications, if any, relating to the goods or services provided by the Client's business;

1.1.4. "Effective Date" means the date on which the Parties enter into and agree to be bound by the terms of this Agreement;

1.1.5. "Marketer" is an entity that acquires goods or services from the Client for marketing purposes;

1.1.6. "Order" or "Orders" means a contract created by the Client for the purchase of goods or services by client(s);

1.1.7. "Purchase" means the purchase of goods or services for sale in the Territory;

1.1.8. "Personal Data" means information relating to individuals;

1.1.9. "Territory" means the geographical boundaries within which the Marketer may market the Client's goods and services;

1.1.10. "Sale" means the date on which each such transaction takes place. The Client executes an Order, the Client receives the Order from the Marketer and the Client accepts the Order.

1.1.11 "The "Marketing Stakeholder Committee (MSC)", representing Village of Beiseker, Beiseker Chamber of Commerce and JR Ventures, is assigned by the "Client" to direct and approve all activities undertaken by the "Marketer" per this agreement.

Article 2 - SCOPE OF ACTIVITIES

2.1. The Marketer is responsible for undertaking the following activities under this Agreement:

2.1.1. Invest the necessary resources and engage in best efforts to advertise, market, promote, demonstrate, through the business contacts of the Marketer, using only marketing, advertising, and promotional materials that are provided by or approved by the MSC in writing;

2.1.2. Promptly inform the Client of any unauthorized use of the goods and/or services of which it has knowledge, and assist the Client in asserting its rights to the goods and/or services;

2.1.3. Protect the Client's confidential and proprietary information and intellectual property, including but not limited to its trade secrets, copyrights, trade names, service marks, and trademarks, with the same level of protection as it uses for its own confidential and proprietary information and intellectual property, and inform the Client if it becomes aware of any unauthorized use of any of the above;

2.1.4. Communicate with and receive communications from the MSC, send documents to the MSC and receive documents from the MSC, as required for the execution of this Agreement;

2.1.5. During the Term and for a period of one year thereafter, the Client can request access to the marketing related materials from the Marketer.

2.1.6. Refrain from holding himself/herself out as an employee, agent, representative, or member of a joint venture with the Client and shall not make or promise to make any representations on behalf of the Client, including guarantees, refunds, and/or credits;

2.1.7. Comply with all laws, rules, regulations, and executive directives in the execution of this Agreement and in accordance with all of the Client's policies and procedures;

2.1.8. Do everything reasonably expected of them to perform their obligations under this Agreement.

2.2. The Client is required to undertake the following activities under this Agreement:

2.2.1. All parties are required to protect the Marketer's confidential and proprietary information and intellectual property, including but not limited to, its trade secrets, copyrights, trade names, service marks, and trademarks with the same level of protection it uses for its own confidential and proprietary information and intellectual property, and notify the Marketer if it becomes aware of any unauthorized use of any of the above;

2.2.2. The MSC is required to prepare and distribute to the Marketer marketing, advertising and/or promotional materials, contracts, and other documents in an accessible digital format; and, at the Marketer's discretion, add such materials in a physical medium;

2.2.3. All parties comply with all laws, rules, regulations, and executive directives in the performance of this Agreement.

Article 3 - REPORT

3.1. Unless otherwise agreed by all parties, the Marketer and the MSC will meet weekly, to discuss and approve progress reports. Any form of written or verbal communication will suffice as the meeting.

3.2 After completion of Phase 1 and Phase 2, a reporting schedule will be determined by both MSC and The Marketer to determine the success thus far.

3.3 Each progress meeting will provide a report that includes a summary of the work that has been completed and the percentage of Phase completion.

Article 4 - LICENCES

4.1. The Client grants the Marketer a non-exclusive, non-transferable, royalty-free licence to use the Client's trade names, trademarks, logos, and service marks (collectively, the "Marks") in connection with the performance of this Agreement.

4.2. The Marketer shall not use the Client's Marks for any purpose without the prior written consent of the Client.

4.3. The Client shall not alter or permit the alteration, deletion, or modification of any of the Client's Marks or other identifying marks placed by the Client or its agents on the products or associated documentation or literature without the Client's prior written consent.

4.4. The Client will not alter or permit the alteration, deletion, or modification of any of the Client's or its agents' identifying marks on the products or associated documentation or literature without the Client's prior written approval. Except as specifically provided in this Agreement, nothing in this Agreement shall confer upon the Marketer any right, title, or interest in the Client's trademarks or goodwill. The Marketer acknowledges that the Client's Marks and any related goodwill are the sole and exclusive property of the Client, and the Marketer agrees not to use any confusingly similar marks, works, or symbols.

4.5. At no time during or after the term of this Agreement shall the Marketer challenge or assist others to challenge the Client's Marks or their registration or attempt to register any trademarks, marks, or trade names that are confusingly similar to the Client's Marks.

4.6. The Client acknowledges that it retains ownership of all its trademarks and other intellectual property rights licensed to it. The Marketer acknowledges that its use of the Client's Marks will not create, and will not represent that it has any right, title, or interest in the Client's Marks other than the express and limited right to use the Client's Marks on the Marketer's website granted under this Agreement.

4.7. The Marketer agrees to cease using the Client Marks immediately upon request and in no event shall this license survive the term of this Agreement.

Article 5 - DURATION AND TERMINATION

5.1. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect as described herein.

5.2. This Agreement shall take effect on the Effective Date and shall continue in full force and effect in accordance with the provisions of this Agreement. This Agreement shall remain in force upon the occurrence of the following event, unless earlier terminated in accordance with the provisions of this Agreement:

6 months after the approved completion of Phase 2. Contract renewal will be discussed prior to the end of this agreement can be extended or a new agreement made.

5.3. If either Party materially fails to perform any provision of this Agreement and such failure is not cured within thirty (30) days, written notice of such failure shall be delivered by the non-defaulting Party, and the non-defaulting Party shall be entitled to terminate the Agreement immediately upon written notice of termination by the defaulting Party.

5.4. Termination shall not relieve either Party of any obligations incurred prior to a termination. Upon termination, the Marketer agrees to (i). cease all promotions of the Client's goods and/or services; (ii). cease all use of the Client's technology and trademarks; and (iii). cease making the Client's services available on or through a website or otherwise, and upon request, promptly destroy or return all copies (electronic or written) of the content, technology, and any other confidential or proprietary information in the possession or control of the Marketer. Without in any way limiting the foregoing, the Parties agree that after the termination, each Party may continue to make its products/services directly available to users who subscribed to the product/service prior to a termination, without any liability or obligation to the other party.

5.5 If this agreement is terminated prior to full completion, payment to the Marketer shall be based on the percentage of completion, as provided in the progress reports. (Section 3)

Article 6 - FEES AND PAYMENT

6.1. The Marketer's fee is calculated as follows:

Phase 1: Establish Brand Foundation (\$5,000-\$8,000)

- Research, Creating Brand, Collection of Photography/Videography

Phase 2: Website/Socials Development (\$8,000)

- Social media platforms to be determined by the MSC

Phase 3: Marketing Materials (\$2,000)

- Any physical/digital marketing materials to be determined by the MSC

Phase 4: Ongoing Support (\$600-\$1100)

- Minimum of \$100/month required for hosting of website

Deposit due at start of project: \$7,800 (50% of project minimum \$15,600)

**Each phase to be paid in full at completion of that phase.

6.2. After determining the fees owed by the Marketer, the Marketer shall issue an invoice to the Client and payment shall be made within thirty (30) days from the date of the invoice.

6.3. Acceptable forms of payment include the following:

Cheque

E-Transfer to billing@horizontechservices.ca

Online payments via our invoicing system.

Article 7 - WARRANTIES

7.1. Each Party represents and warrants to the other that:

7.1.1. It has the right and power to enter into this Agreement and to perform the acts required of it hereunder;

7.1.2. The performance of this Agreement by that Party and the performance of that Party of its obligations and duties hereunder do not and will not violate any other agreement to which that Party is a party or by which it is otherwise bound;

7.1.3. When executed and delivered by such Party, this Agreement shall constitute the valid, legal, and binding obligation of such Party, enforceable against such Party in accordance with its terms;

7.1.4. Such Party acknowledges that the other Party makes no representations, warranties, or agreements relating to the subject matter hereof that are not expressly set forth in this Agreement.

Article 8 - INDEMNIFICATION

8.1. The Marketer will indemnify, defend and hold harmless the Client and its directors, officers, employees, and agents from and against any costs, expenses (including reasonable legal fees), losses, damages, or liabilities incurred to the extent that such costs, expenses, losses, damages or liabilities are based on a claim that the Marketer's technology or trademarks infringe the intellectual property rights of a third party.

8.2. The Client shall indemnify, defend and hold harmless the Marketer and its directors, officers, employees, and agents from and against all costs, expenses (including reasonable legal fees), losses, damages, or liabilities incurred to the extent that such costs, expenses, losses, damages or liabilities are based on a claim that the Client's technology or trademarks infringe the intellectual property rights of a third party.

8.3. The Indemnified Party shall provide the Indemnifying Party with prompt written notice of any such claim. The indemnifying Party shall have exclusive control and authority over the defence and resolution of such claims. The Indemnified Party shall cooperate fully with the Indemnifying Party, at the sole cost and expense of the Indemnifying Party, in the defence of any such claim. The Indemnifying Party shall not accept any such claim which does not include a full release of the Indemnified Party from any liability in respect thereof or which imposes any liability, obligation, or restriction on the Indemnified Party without the prior written consent of the Indemnified Party. The Indemnified Party may participate in the defence of any claim through its own counsel and at its own expense.

Article 9 - CONFIDENTIALITY

9.1. The term "confidential information" includes any proprietary information, in any form whatsoever, that:

9.1.1. is provided by the Client to the Marketer, including information concerning the Client's business, finances, prospects, operations, products, employees, technology, contact lists, and financial models (including not only written information but also information transferred verbally, visually, electronically or by any other means); or

9.1.2. relates to any sale that the Marketer can assist and the Client makes; or

9.1.3. consists of an analysis and/or any unredacted internal memorandum or other documents prepared by the Marketer derived from or including material portions of the Confidential Information.

9.2. Confidential information shall not include information that:

9.2.1. is already known to the Marketer at the time of disclosure;

9.2.2. is or becomes publicly known through no wrongful act of the Marketer;

9.2.3. is disclosed to a third party with the express written consent of the Client; or

9.2.4. is legally required to be disclosed, provided that prior to making such disclosure, the Trade Professional immediately gives the Client written notice and cooperates with the Client's actions to ensure the confidential treatment of such information.

9.3. Each Party shall safeguard and keep confidential the confidential information obtained from the other Party and shall not disclose any confidential information to any other person or entity.

9.4. Each Party shall refrain from using confidential information for purposes other than those related to its activities under its responsibilities and obligations under this Agreement.

9.5. All such Confidential Information and any copies thereof shall be returned to the other Party promptly upon written request and shall not be retained in any form by the other Party.

9.6. Each Party acknowledges and agrees that any use or disclosure of Confidential Information by that Party in a manner inconsistent with the provisions of this Agreement may cause injury to another Party which will not be compensated by monetary damages alone and, accordingly, that other Party shall be entitled, in addition to any other available legal or equitable remedies, to seek an immediate injunction preventing the disclosing Party from committing or continuing to commit a violation. A Party may seek injunctive relief in addition to and without prejudice to any other remedies available to it.

9.7. This section shall survive the termination or expiration of this Agreement.

Article 10 - LIMITATION OF LIABILITY

10.1. Except in the case of death or personal injury caused by the negligence of either party, the contractual, tort, or other liabilities of either Party arising out of this Agreement or the performance of obligations under this Agreement shall be limited to the fees paid by the Client to the Service Provider.

10.2. To the extent permitted by law, neither Party shall be liable to any other party, whether in contract, tort, negligence, breach of statutory duty, or otherwise, for any loss, damage, cost, or expense of any nature whatsoever incurred or suffered by such other Parties, whether indirect or consequential, including, without limitation, any economic loss, loss of data, loss of goodwill or other loss of revenue, profit or business.

Article 11 - ADDITIONAL PROVISIONS

11.1. *Force Majeure*. If the performance of this Agreement or any other obligation under this Agreement is prevented, limited or hindered by causes beyond the reasonable control of either Party, and if the Party unable to perform its obligations notifies the other Party in

writing promptly, the obligations of the Party invoking this provision shall be suspended until such time as those circumstances so require:

11.1.1. The term "force majeure" includes, but is not limited to, acts of God, fire, explosion, vandalism, flood, storm, sickness, injury, earthquakes, general unavailability of essential materials, orders of military or civil authorities, national emergencies, riots, strikes, lockouts, work stoppages or other labour disputes or supplier failures;

11.1.2. The Party excused by such events shall do everything reasonably possible, having regard to the circumstances, to avoid or remove such causes of non-performance and shall proceed with due diligence whenever such causes are removed or have ceased;

11.1.3. An act or omission shall be deemed to be within the reasonable control of a Party if it is committed, omitted, or caused by that Party or its employees, officers, agents, subsidiaries, or affiliates.

11.2. *Notice.* All notices that either Party is required or may wish to serve on the other Party shall be in writing and addressed to the Party on whom they are to be served at the respective addresses set forth herein and shall be sent by express courier or private courier with confirmation of receipt and shall be effective immediately upon receipt at the addresses set forth herein (unless the Parties are notified in writing of a change of address, in which case the notice shall be sent to the new address).

11.3. *Entire Agreement.* This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and there are no other promises or conditions in any other agreement, whether oral or written.

11.4. *Waiver of Contractual Rights.* The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to enforce and subsequently enforce strict compliance with each provision of this Agreement.

11.5. *Headings.* The section and paragraph headings contained in this Agreement are inserted for convenience only and in no way define, govern, limit, modify or interpret the scope or extent of the provisions of this Agreement to which they may relate. Such headings do not form part of this Agreement and have no legal effect.

11.6. *Amendments.* This Agreement may be modified or amended if, and only if, the amendment is in writing and signed by both Parties.

11.7. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If a court finds any provision of this Agreement to be invalid or unenforceable, but that by restricting such provision it would become valid and enforceable, then such provision shall be deemed to be in writing and shall be construed and enforced in the manner so restricted.

11.8. *Assignment.* This Agreement shall be binding upon and enure to the benefit of each party's successors and assigns. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party; provided, however, the sale of a portion of the assets of either Party, or any of its subsidiaries, or its acquisition by merger into another company, shall not be deemed an assignment of this Agreement by that Party:

11.8.1. It is further provided that the Party to be sold or acquired in accordance with the above provisions shall notify the other Party in writing of any such sale or acquisition within thirty (30) calendar days of closing;

11.8.2. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.

11.9. *Independent Contractors.* The Parties to this Agreement are independent contractors:

11.9.1. Neither Party is an agent, representative, or partner of the other party;

11.9.2. Neither Party has the right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any liability or bind the other Party in any manner whatsoever;

11.9.3. This Agreement shall not be construed to create an association, joint venture, partnership, franchise, sales, representative, or working relationship between the Parties, nor shall it be construed to impose any partnership obligation or liability on either party;

11.9.4. Each Party shall bear its own costs and expenses in the performance of this Agreement.

11.10. *Applicable Law.* This Agreement shall be governed by provincial laws. Both Parties consent to the jurisdiction of the provincial, territorial and federal courts. The Parties agree that this choice of law, choice of venue, and choice of jurisdiction provision is not optional, but rather mandatory.

EXECUTION

Representative of Village of Beiseker, Client

Date

Representative of Horizon Technology Services, Marketer

Date

**COUNCIL NOTES – PURCHASE OF MINI-PUMPER BEISEKER FIRE DEPARTMENT
– April 22 2024**

The information below includes the conversation held with Council regard the purchase of the 2003 Ford F-550 XLT E-One Superduty 4x4 Mini Pumper.

Due to time limitations on the sale of this vehicle, the following was provided to Council by email (summary) with a request for decision on the purchase of this vehicle:

- Cost of vehicle including transport, transportation, service/pump test and CVIP \$87,341.25 (before taxes)
- Replaces the Bush Buggy (no longer in service after accident) and the Rescue Truck (requires replacement due to age and condition)
- The bank confirms that we are eligible for a loan for the full purchase (including transport, fees, etc.). This would impact our operating budget for \$2,100.02 per month (depending on the interest date on the day of the loan). The interest rate and term the bank sent me on Monday was 7.21% for 4 years.
- We have been looking for a replacement vehicle for the Bush Buggy since the accident.

The other vehicles that were available were as follows:

- * Vehicle \$250,000 (not affordable)
- * RMP 300 Wildland \$63k (single cab/standard transmission) see attached spec sheet
- * RMP 301 Mini Pumper \$96K (single cab/standard transmission) see attached spec sheet

- Meets requirements as follows:
 - Crew Cab
 - Automatic Transmission
 - Rescue Body
- If BFD is called to wildfires (on the list for the AEMA this season), a crew would be sent in the mini-pumper and leave Engine and the Tender on site to deal with local and regional incidents.
- In case BFD is short-staffed in normal circumstances, two firefighters can be sent to an incident in this truck. Four firefighters are required to run Engine.
- BFD has raised over \$34k in donations in the last six months
- Reserve/Donation amounts (including revenues from Wildfire participation in 2023) will pay for the remainder of the required equipment for the Fire Department

Votes/Motion (by email – to be recorded at the April 22, 2024 Regular Council Meeting:

Mayor Ledoyen -

I move that we purchase the 2003 Ford F-550 XLT E-ONE Superduty 4x4 Mini Pumper through Rocky Mountain Phoenix.

Councillor Spurgeon

No

Deputy Mayor King

Yes

Councillor Wise

Yes

Councillor Snyder

Yes

efens

COUNCIL NOTES – BYLAW 2024-05 BORROWING BYLAW – FIRE DEPARTMENT MINI-PUMPER April 22
2024

Please see attached Bylaw for processing/approval. This bylaw is required by the bank for the loan application and the bylaw is also a requirement of the MGA when it comes to borrowing funds.

After the bylaw is passed, we will need the following to process the loan application:

- Bill of Sale – Chief King has requested this from Rocky Mountain Phoenix
- The loan application will go to Connect First credit department for approval
- The Village will sign the Security Agreement and Loan Agreement.

We should be able to manage all these processes in the first few days of the week of April 22nd, 2024

BYLAW 2024-05
VILLAGE OF BEISEKER
BORROWING BYLAW – MUNICIPAL EXPENDITURES

WHEREAS the Council of the Village of Beiseker (hereafter called the “Corporation”) in the Province of Alberta considers it necessary to borrow certain sums of money from time to time to meet current expenditures of the Corporation for its financial year commencing January 1, 2024;

NOW THEREFORE, pursuant to the provisions of the Municipal Government Act, it is hereby enacted by the Council of the Village of Beiseker as a Bylaw that:

1. The Corporation do borrow from Connect First Credit Union (hereafter called “Connect First) sums of money from time to time in the said financial year as required to meet current expenditures of the Corporation in the said financial year, provided that the total principal amount owed to Connect First at any one time hereunder shall not exceed the sum of EIGHTY SEVEN THOUSAND THREE HUNDRED AND FORTY ONE DOLLARS (\$87,341.00).
2. The Mayor and Chief Administrative Officer are hereby authorized for and on behalf of the corporation:
 - (a) to apply to Connect First for the aforesaid loan to the Corporation; and
 - (b) to obtain advance monies from Connect First in the said financial year by way of line of credit on the Corporation’s account at a Connect First Branch or pursuant to promissory notes or other evidence of indebtedness, as may be permitted or required by Connect First; and
 - (c) to execute on behalf of the corporation such as bills, debentures, promissory notes or similar forms of obligation as Connect First may require as evidence of and security for all sums borrowed hereunder;
 - (d) and each document executed as aforesaid shall be valid and binding upon the corporation according to its tenure, and Connect First shall never be bound to inquire whether such officers are observing the limitations on their authority as set forth in this Bylaw.
3. Notwithstanding the foregoing, the Mayor and Chief Administrative Officer shall apply such part of the foregoing sum authorized to be borrowed in repayment of previous borrowing of the corporation such that all amounts borrowed and outstanding by the Corporation at any one time to Connect First and to all other persons, firms and corporations shall not exceed the amount of the taxes levied or estimated to be levied by the Corporation for the said financial year.
4. All sums borrowed as aforesaid or so much thereof as from time to time remains unpaid shall bear interest at a rate not to exceed eight per centum (8.0%) established from time to time by Connect First, and such interest shall be calculated and due and payable monthly.
5. All sums authorized to be borrowed hereunder, including interest, shall be due and payable as outlined in the payment scheduled. They will be retired in full no later than five years.
6. As security for payment of money borrowed hereunder, the Corporation hereby charges to and in favour of Connect First the whole of the taxes levied or to be levied by the corporation, requisitions made or to be made by the Corporation and all other money due or accruing due to the Corporation

Acme & Co

COUNCIL NOTES – REQUEST FROM ACME FOR INCREASED WATER ALLOCATION – AQUA 7 – April 22 2024

The attached letter was received from the Village of Acme on April 15, 2024 that was sent to all member municipalities of the Aqua 7 Water Commission.

We requested allocation and usage information from Aqua 7 and received a quick response. Beiseker Administration calculated the percentage of the allocations used over the last three years by Municipality with the information received from Aqua 7. (see attached).

This report indicates that Linden, Acme and Beiseker are using between 40-50%+/- of their allocations. The municipalities that are using the least of their allocations are Carbon, Irricana and Kneehill, with Rockyview County using zero.

Administration suggests that while Beiseker Council may be interested in supporting Acme's growth and requirement for more water allocation, doing so may put us at risk for future growth in our own village. In the meantime, it would be suggested that those municipalities using the least water/allocation should be encouraged to share more of their allocation with Acme.

Acme did not provide a deadline for decision by each of the Municipalities, but Beiseker Administration promised to take this to Beiseker Council as soon as possible.

Please provide your response to Acme by motion.

VILLAGE OF ACME

Box 299, Acme, AB T0M 0A0

Phone: (403)546-3783 Fax: (403)546-3014

Email: cao@acme.ca

Website: www.acme.ca



March 25, 2024

Dear:

CAO Heather Leslie

As you may know, Acme is in a growth season with new commercial and residential infrastructure coming into our community. As this growth comes, the Village of Acme will use more water than what we have currently been using, and we may exceed our current allocation.

Looking at the Aqua 7 Regional Water Commission Bylaw 2018-1: *Respecting and Governing Fees to be Charged by the Commission and the Governance of Administration of the Commission*, Section 8.10, Acme currently has the smallest allocation at 5.68% of all Aqua 7 members.

We know that each community has an allocation according to Bylaw and based on the current usage of each community, (as determined by the Aqua 7 budget) we noted that there is significant room in each community for growth and additional usage. As the Village of Acme is growing, we will be getting closer to this percentage allocation and as noted above we may exceed our current allocation.

We are writing you to ask if you might consider relinquishing to the Village of Acme a portion of your allocation to help ensure Acme has the necessary water allocation to accommodate the growth of our community.

We look forward to hearing from you on this request and would be willing to meet with your council at any time to give you more information.

Sincerely,

W. Bruce McLeod

Mayor, Village of Acme

AQUA 7 WATER USAGE/ALLOCATIONS

Apr-24

MUNICIPALITY	ACTUAL USAGE			2023 ALLOCATION	PERCENTAGE OF ALLOCATION VOLUME PER YEAR (M3)	ALLOCATION USED (%)			3 YEAR AVERAGE OF ALLOCATION USED
	2021	2022	2023			2021	2022	2023	
ACME	54341	58665	56834	5.68%	133480	41	44	43	42
BESEKER	59789	59190	60466	6.83%	160505	37	37	38	37
CARBON	35687	37400	34888	6.83%	160505	22	23	22	22
IRRICANA	87088	91256	94664	17.10%	401850	22	23	24	23
KNEEHILL	187071	210083	222790	36.24%	851640	22	25	26	24
LINDEN	96689	109733	89767	8.56%	201160	48	55	45	49
ROCKVIEW				18.76%	440860	0	0	0	-

100.00% ANNUAL AQUA 7
 2,350,000 LICENSE FROM RED