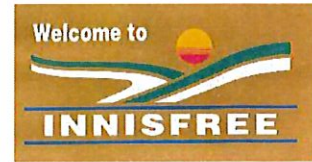


**Village of Innisfree  
Regular Council Meeting  
February 21, 2023 @ 5:00 p.m.  
Village of Innisfree Council Chambers**



- 1. Call to Order**
- 2. Agenda**
  - a. Deletions/Additions
  - b. Adoption of Agenda
- 3. Delegation**
  - a. RCMP Cpl Brittany PEGG introduction
  - b. MCSnet regarding Gig-Air
- 4. Adoption of Minutes**
  - a. January 23, 2023 Regular Council Meeting Minutes
- 5. Business Arising from the Minutes**

None
- 6. Policies & Bylaws**
  - a. Borrowing Bylaw – RFD
  - b. Animal Control Bylaw - RFD
- 7. New Business**
  - a. NE AB Mayors, Reeves and Indigenous Leaders Caucus request for funds – RFD
  - b. Spring Municipal Leaders Caucus – RFD
  - c. Innisfree Curling Club sponsorship request
  - d. County of Minburn waste agreement - RFD
  - e. Bar Engineering project proposals - RFD
  - f. Capital project grant applications – RFD
  - g. Fire Dept trial period of change of response plan – RFD (also see 10.e letter below)
  - h. Go East Letter of Support request – RFD
  - i. Asset Management workshops - RFD
- 8. Councillor Reports**
  - a. M.D of Minburn Foundation (Jan. 23) – Clr. Johnson
  - b. Innisfree Library Board (Feb 01) – Clr. Johnson
  - c. MMI FCSS (Feb 7) – Clr. McMann
  - d. Kalyna County Eco- Museum Trust (Feb 15) – Clr. McMann
  - e.

## **9. Administration Reports**

- a. Reports:
  - i. Interim CAO Report – Period Ending February 15, 2023
  - ii. Interim CAO Action List
  - iii. Interim CAO Municipal Grants Report
- b. Financials:
  - i. Monthly Financial Bank Reconciliation – Period Ending December 31, 2022  
- Period Ending January 31, 2023 (pending)
  - ii. Revenue & Expense (with comments) – January 31, 2023
- c. Public Works Foreman Report – Period ending February 15, 2023
- d. Rec Park Manager Report – (Not applicable - Seasonal Only)
- e. Regional Fire Chief Report

## **10. Correspondence:**

- a. Town of Smoky Lake regarding Camrose Casino
- b. Lakeland College News Release
- c. CN Rail Safety Week letter and certificate
- d. ACE capital update
- e. Town of Fox Creek letter regarding Fire Dept as first responders

## **11. Closed Session**

- a. Personnel / Legal
  - i. (FOIPP Sections 27) – Employment Legal Update

## **12. Adjournment**



# Presentation to Council

February 21, 2023

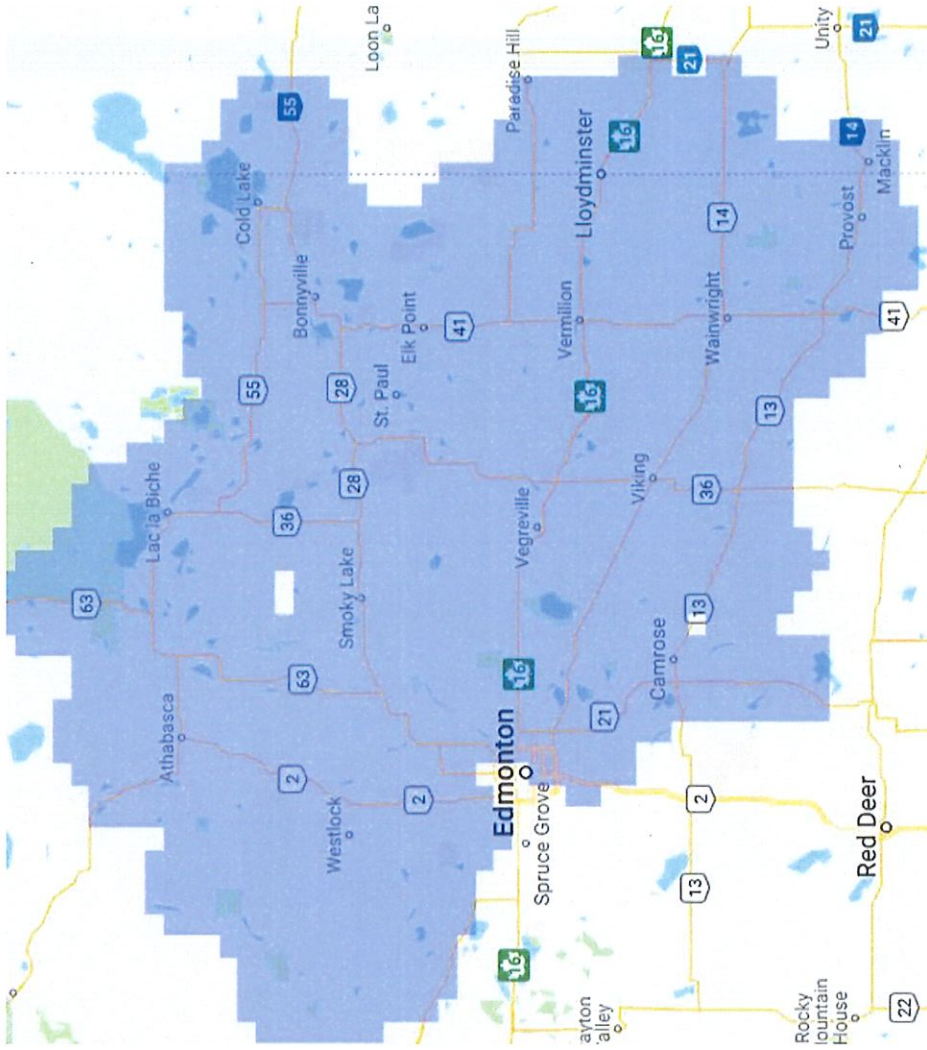
## About MCSnet

MCSnet of St. Paul, Alberta, is a family owned and operated business. Founded in 1994, MCSnet is one of Canada's largest WISPs in operation within the telecommunication industry. We have an infrastructure of over 539 towers and 3 rural fiber-to-the-premises (FTTP) networks in Alberta and Saskatchewan that serves over 25,000 fixed wireless subscribers. Since 2015, MCSnet and its family group of companies have prioritized its capital investments on building extensive transit fiber networks in order to connect MCSnet's core fixed wireless internet towers.



# Our Service Area

- 539 towers
- 25,000+ customers
- 3 FTTP communities



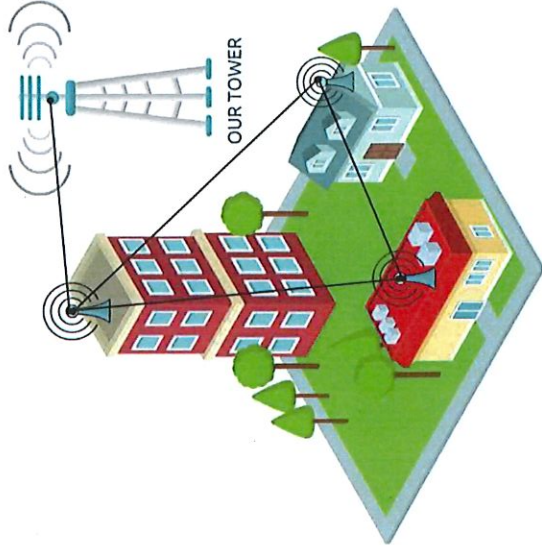


now available in

- 📍 ST. PAUL, AB
- 📍 VILNA, AB
- 📍 ASHMONT, AB
- 📍 ELK POINT, AB
- 📍 WARSPITE, AB
- 📍 LEGAL, AB
- 📍 HILLIARD, AB
- 📍 GLENDON, AB
- 📍 ARDMORE, AB
- 📍 MYRNAM, AB
- 📍 BONNYVILLE, AB
- 📍 RADWAY, AB
- 📍 MUNDARE, AB
- 📍 ATHABASCA INDUSTRIAL PARK, AB
- 📍 SMOKY LAKE, AB
- 📍 MARWAYNE, AB
- 📍 WASKATENAU, AB
- 📍 MANNVILLE, AB
- 📍 CHIPMAN, AB



GigAir uses 60 GHz technology to form a mesh or web-like network within your neighbourhood. This service requires a short distance between connections and an unobstructed view of the surrounding neighbourhood, which makes it ideal for towns, villages, and hamlets. MCSnet is a leading provider in this smart technology and plans to expand this service throughout its network.



# Why Choose GigAir High-Speed Internet?

1

**As Fast as Fiber Optic Internet:** Our gigabit internet technology matches fiber optic speeds, so you can stream, work, and play on multiple devices any way you want.

4

**Reliable Technology:** With GigAir's strong signals and mesh design, spotty and slow connections are a frustration of the past.

2

**Quick & Easy Installation:** No need to dig up the ground—the signal broadcasts from the roof of your building.

5

**Local Customer Support:** Our neighbourly team is right here in St. Paul, Alberta. Give us a call; we're here to help.

3

**Competitive Rates:** We are highly competitive with other providers in your area, to get you best value for your money.



## GigAir vs. Fiber-to-the-Premise

GigAir provides fiber-like internet speeds without the cable or the cost of a Fiber-to-the-Premise project.

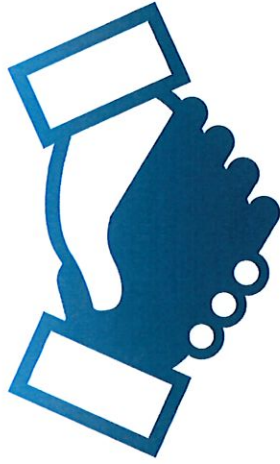
MCSnet has already invested in building Transit Fiber to the tower within the village. This Transit Fiber provides the broadband required for launching gigabit speeds to customers without the time and cost it take to trench fiber optic cables to each building within a community.



**GigAir radio on a house.**

## **GigAir Municipality Partnerships**

MCSnet is committed to working with municipalities to leverage existing assets to create project efficiency and potentially lower final project costs. MCSnet is willing to contribute equipment, free installation, and complimentary Wi-Fi Hotspots within public-use facilities to build a mutually-beneficial network.



# Wi-Fi Hotspots

MCSnet partners with non-profits and municipalities to install complimentary Wi-Fi Hotspots at public use facilities. These locations help us to build out the network and provide free, high-speed internet to the public.





# GigAir for Innisfree

Transit Fiber being built to tower in 2023. Once the Fiber to the Tower is ready. MCSnet will:

- Upgrade existing customers (red dots)
- Determine critical sites for expanding coverage
- Set up Wi-Fi Hotspots for public use facilities owned by Village or non-profit organizations
- Install new subscribers





# GigAir Internet Plans

Package	Top Down Speed	Top Up Speed	Monthly Traffic	Monthly Price
GigAir Unlimited	1000 Mbps	1000 Mbps	Unlimited	\$89.95
GigAir Ultra	1000 Mbps	1000 Mbps	2,000 GB	\$69.95
GigAir Advanced	1000 Mbps	1000 Mbps	500 GB	\$49.95
GigAir Basic	1000 Mbps	1000 Mbps	200 GB	\$39.95

We recommend GigAir Corporate packages for business or organizations that cannot afford to be without internet. For example, businesses with a point of sale device should be on a GigAir Corporate plan.

## GigAir Corporate Plans & Pricing

Package	Top Down Speed	Top Up Speed	Monthly Traffic	Monthly Price	Install Fee
1 Year	1000 Mbps	1000 Mbps	Unlimited	\$200	\$950
3 Year	1000 Mbps	1000 Mbps	Unlimited	\$150	\$0

### GIGAIR CORPORATE INCLUDES:

- Dedicated tech support
- Same business day onsite repairs
- Monitored 24/7
- Up to 10 static IP addresses
- Optional Service Level Agreement

# Thank You!



VILLAGE OF INNISFREE  
REGULAR COUNCIL MEETING MINUTES of January 23, 2023

A REGULAR meeting of the Council of the Village of Innisfree was held in the Council Chambers of the Innisfree Village Office, Innisfree, Alberta on Monday, January 23, 2023.

*CALL TO ORDER*

Mayor Raycraft called the meeting to order at 5:00 PM.

*PRESENT*

**Attendance in-person**

Mayor E. Raycraft  
Councillor J. Johnson  
Councillor D. McMann

Terri Wiebe, Interim Chief Administrative Officer

Delegation: Northern Lights Library System  
Guest: Deanna Jackson

*APPROVAL OF  
AGENDA  
2023-01-23/01*

Moved by **Clr. Johnson** that the agenda be approved as presented with the following additions:

**New Business**

7.g. – Donation for NE Mayors, Reeves and Indigenous Leaders Caucus

7.h. – Via Rail

7.i. – Garbage bins

7.j – Fire Hydrants

**Councillor Reports**

8.e – NE Mayors, Reeves and Indigenous Leaders Caucus (Jan. 16) –

Mayor Raycraft

CARRIED

*NORTHERN LIGHTS  
LIBRARY SYSTEM*

Two representatives from the Library System, the Executive Director, James MacDonald and Board Chair, Vicky Lefebvre made a presentation to Council regarding 2022 statistics of library use.

The NLLS representatives departed at 5:25 pm.

Moved by **Mayor Raycraft** that the December 13, 2022, Special Council Meeting minutes be approved as presented.

CARRIED

*DECEMBER 13,  
2022, SPECIAL  
COUNCIL MEETING  
MINUTES*

*2023-01-23/02*

*DECEMBER 20,  
2022, REGULAR  
COUNCIL MEETING  
MINUTES*

*2023-01-23/03*

*MASTER RATES  
BYLAW 679-23*

*2023-01-23/04*

Moved by **Clr. McMann** that the December 20, 2022, Regular Council Meeting minutes be approved as presented.

CARRIED

Moved by **Clr. Johnson** that Bylaw 679-23 be approved as presented.

Further that Master Rates Bylaw 679-23 receive FIRST reading this 23<sup>rd</sup> day of January, 2023.

CARRIED



**VILLAGE OF INNISFREE  
REGULAR COUNCIL MEETING MINUTES of January 23, 2023**

<i>MASTER RATES BYLAW 679-23 2023-01-23/05</i>	Moved by <b>Clr. McMann</b> that Bylaw 679-23 receive SECOND reading this 23 <sup>rd</sup> day of January 2023. <p style="text-align: right;"><u>CARRIED</u></p>
<i>MASTER RATES BYLAW 679-23 2023-01-23/06</i>	Moved by <b>Mayor Raycraft</b> that Bylaw 679-23 be authorized to receive THIRD reading on this 23 <sup>rd</sup> day of January 2023. <p style="text-align: right;"><u>CARRIED UNANIMOUSLY</u></p>
<i>MASTER RATES BYLAW 679-23 2023-01-23/07</i>	Moved by <b>Clr. Johnson</b> that Bylaw 679-23 receive THIRD and FINAL reading this 23 <sup>rd</sup> day of January 2023. <p style="text-align: right;"><u>CARRIED</u></p>
<i>NRED grant – MOTION TO BE RATIFIED 2023-01-23/08</i>	Moved by <b>Mayor Raycraft</b> that the motion made electronically via email on January 9 <sup>th</sup> , 2023, due to time constraints, be ratified. Motion was “that the Village of Innisfree partners with the County of Minburn in the Northern and Regional Economic Development grant application and guarantees that funding will be provided to support this project to a maximum of \$9,714 over 3 years.” <p style="text-align: right;"><u>CARRIED</u></p>
<i>PLANT FREE TREES GRANT 2023-01-23/09</i>	Moved by <b>Clr. Johnson</b> that the Village of Innisfree agree to have the NWST Charitable Foundation come into the community to plant trees at specified locations at no charge to the Village of Innisfree. <p style="text-align: right;"><u>CARRIED</u></p>
<i>BUFFALO TRAILS STAKEHOLDER ENGAGEMENT 2023-01-23/10</i>	Moved by <b>Clr. McMann</b> that Mayor Raycraft attend the Buffalo Trails stakeholder engagement session in Vermillion on January 26 <sup>th</sup> , 2023 <p style="text-align: right;"><u>CARRIED</u></p>
<i>SENIORS CENTRE ELECTRICAL OUTLET UPGRADES 2023-01-23/11</i>	Moved by <b>Clr. Johnson</b> that Council approve upgrades to the electrical receptacles at the Innisfree Seniors Centre requiring GFI upon receipt of additional quotes. <p style="text-align: right;"><u>CARRIED</u></p>
<i>TRANSCANADA YELLOWHEAD MEMBERSHIP 2023-01-23/12</i>	Moved by <b>Clr. McMann</b> to approve the continuation to pay for annual membership with TransCanada Yellowhead Highway Association. <p style="text-align: right;"><u>CARRIED</u></p>

**VILLAGE OF INNISFREE  
REGULAR COUNCIL MEETING MINUTES of January 23, 2023**

*STRATEGIC PLAN  
UPDATE 4<sup>TH</sup>  
QUARTER  
2023-01-23/13*

Moved by **Clr. McMann** that Council approve the 4<sup>th</sup> quarter report of the 2022 Strategic Plan with additions and changes as follows:

Section 1.2 – Add “Council members attended the local School Christmas concert **and**

Section 1.2 – Council and CAO attended the Seniors Christmas Potluck supper” **and**

Section 5.1 - Advertisement in GoEast magazine regarding campground **and**

Section **#5 – Promotion of the Community**

Added “OTHER:

- Researched getting certified for Visitor Information Centre
- Article about the Village in GoEast magazine
- Mayor and CAO attended HUB (Regional Economic Development Alliance (REDA) of Northeast Alberta) meeting.”

CARRIED

*NE MAYORS,  
REEVES and  
INDIGENOUS  
LEADERS  
2023-01-23/14  
VIA RAIL  
2023-01-23/15*

Moved by **Clr. Johnson** to table discussion about the NE Mayors, Reeves and Indigenous Leaders financial commitment request until additional information is received.

CARRIED

Moved by **Clr. Johnson** to receive the CN Via Rail newspaper article for information.

CARRIED

*GARBAGE BINS  
2023-01-23/16*

Moved by **Mayor Raycraft** that administration seek a solution to the garbage bins for local community groups and advise Council.

CARRIED

*RECESS  
2023-01-23/17*

Moved by **Clr. Johnson** to have a recess at 6:59 pm

CARRIED

*RECONVENE  
2023-01-23/18*

Moved by **Clr. Johnson** to reconvene at 7:03 pm

CARRIED

*FIRE HYDRANTS*

Discussion regarding damaged fire hydrant. Further discussion as to what fire hydrant the Fire Department should use for their semi-monthly practices.

*COUNCILLOR  
REPORTS  
2023-01-23/19*

Moved by **Clr. Johnson** the four items listed under “Councillor Reports” and the addition by the Mayor on the NE Mayors, Reeves and Indigenous Leaders be received as information.

CARRIED

*ADMINISTRATION  
REPORTS  
2023-01-23/20*

Moved by **Mayor Raycraft** that the items listed under “Administration Reports” be received as information.

CARRIED

*CORRESPONDENCE  
2023-01-23/21*

Moved by **Clr. Johnson** that the item listed under “Correspondence” be received as information.

CARRIED

VILLAGE OF INNISFREE  
REGULAR COUNCIL MEETING MINUTES of January 23, 2023

*ADJOURNMENT*  
*2023-01-23/22*

Moved by **Clr. Johnson** that the meeting be adjourned at 8:04 pm.

-----  
Mayor, Evan Raycraft

-----  
Interim Chief Administrative Officer, T. Wiebe

Request for Decision (RFD)

Topic: Annual ATB LOC Renewal – Temporary Borrowing Bylaw 673-23
Initiated by: Administration
Attachments: Temporary Borrowing Bylaw 673-23

Purpose(s):
1. To review and endorse Temporary Borrowing Bylaw 673-23.

Background:
1. The Village has a revolving Line of Credit (LOC) in the amount of \$120,000 with ATB Financial.

Key Issues/Concepts:
1. Per Section 251(1) of the Municipal Government Act, a Municipality may only make a borrowing if the borrowing is authorized by a Borrowing Bylaw.
2. The revolving LOC was established in 2012 to assist and temporarily fund municipal operations. The LOC has not been used in the past 9 years, as the Village now has sufficient funds to finance its operations.
3. ATB Financial has indicated that in order to continue the LOC, the Village must provide a copy of a valid Borrowing Bylaw.

Options:
1. That Council provide three readings to Temporary Borrowing Bylaw 673-23.
2. That Council decline to provide three readings to Temporary Borrowing Bylaw 673-23. Further that Council direct Administration to close the Line of Credit account with ATB Financial.

Financial Implications:
The Village has not accessed the LOC therefore no service fees are being charged to the Village.

Relevant Policy/Legislation:
MGA s. 251(1) – Borrowing Bylaw

Political/Public Implication(s):
None identified.

Recommendation:
1. That Council provide three readings to Temporary Borrowing Bylaw 673-23



6.a

**Village of Innisfree (CAO)**

---

**From:** Douglas Erickson <derickson2@atb.com>  
**Sent:** January 24, 2023 5:05 PM  
**To:** Douglas Erickson  
**Subject:** ATB Revolving Line of Credit 2023 Renewal - Borrowing Bylaw Request

Good Afternoon,

It's that time of year where ATB is collecting updated Borrowing Bylaws for the renewal of your municipality's Revolving Line of Credit. As of last year, our goal is to collect these within the first three months of the year. If your municipality has already sent me an updated Borrowing Bylaw, thank you!

Just a reminder, if your municipality has a RLOC under \$5MM, we no longer require Annual Budgets or Financial Statements. If your RLOC is over \$5MM please let me know when you expect these documents will be completed.

If you have any council members questioning the requirement for an annual Borrowing Bylaw, you can let them know that this is entirely an ATB requirement. Our legal team and underwriting team have determined that with the nature of municipal organizations, they feel it is warranted that it's renewed annually so that all council members are ensured of knowing this LOC is in effect on an annual basis. There are no exceptions.

ATB does not charge our municipal clients an annual fee, renewal fee, or non-usage fee for a RLOC.

If you have any questions, please don't hesitate to reach out. Otherwise, I'm willing and able to accept Borrowing Bylaws for 2023 at any time moving forward.

Thanks,  
Doug

**Doug Erickson**  
Relationship Manager, Public Sector  
ATB Business Solutions  
Payments | Deposits | Trade Finance

Mobile 780-868-1898  
ATB Place  
2300-10020 100St NW  
Edmonton, AB T5K 0N3  
Email [derickson2@atb.com](mailto:derickson2@atb.com)

For administrative or other assistance, contact:

**Debbie Kramer**  
Payment and Deposit Support Specialist  
ATB Business Solutions  
Payments | Deposits | Trade Finance  
Mobile 587-218-0200  
Email [dkramer@atb.com](mailto:dkramer@atb.com)



6.9

**A BY-LAW OF THE VILLAGE OF INNISFREE IN THE PROVINCE OF ALBERTA TO AUTHORIZE THE TEMPORARY BANK BORROWING FROM ATB FINANCIAL IN THE TOWN OF VEGREVILLE, ALBERTA FOR 2022.**

**WHEREAS** the Council of the VILLAGE OF INNISFREE (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 a portion of its financial year commencing March 1<sup>st</sup>, 2023.

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

1. The Corporation do borrow from the Province of Alberta ATB Financial (hereafter called “ATB Financial”) 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 owned to ATB Financial at any one time hereunder shall not exceed the sum of one hundred and twenty thousand dollars (\$120,000.00).
2. The Elected Officials with signing authority for the Corporation and, the Chief Administrative Officer be, and are hereby authorized, for and on behalf of the Corporation:
  - a) to apply to ATB Financial for the aforesaid loan to the Corporation, and
  - b) to obtain advance of monies from ATB Financial in the said financial year by way of an overdraft on the Corporation’s account at a ATB Financial branch or pursuant to promissory notes or other evidence of indebtedness, as may be permitted or required by ATB Financial, and
  - c) to execute on behalf of the Corporation such bills, debentures, promissory notes or similar forms of obligation as ATB Financial may require as evidence of and security for all sums borrowed hereunder;

and each document executed as aforesaid shall be valid and binding upon the Corporation according to its tenor, and ATB Financial shall never be bound to inquire whether such officers are observing the limitations on their authority as set for in this Bylaw.

3. Notwithstanding the foregoing, the Elected Officials with signing authority and the Chief Administrative Officer shall apply such part of the foregoing sum authorized to be borrowed in repayment of previous borrowings of the Corporation such that all amounts borrowed and outstanding by the Corporation at any one time to ATB Financial 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. The Corporation is hereby authorized to borrow from ATB Financial (“ATB”) up to the principal sum of One Hundred and Twenty Thousand Dollars (\$120,000.00) repayable on demand at a rate of interest per annum from time to time established by ATB, not to exceed

ten percent (10%), and such interest will be calculated daily and due and payable in the last day of each and every month.

- 5. All sums authorized to be borrowed hereunder, including interest, shall be due and payable in full no later than December 31<sup>st</sup> of the said financial year, unless hereafter extended by authority of the Council of the Corporation.
- 6. As security for payment of money borrowed hereunder, the Corporation hereby charges to and in favour of ATB Financial the whole of the taxes levied or to be levied by the Corporation, requisitions made or to be made by the Corporation and other money due or accruing due to the Corporation and the Elected Officials with signing authority for the Corporation and the Chief Administrative Officer of the Corporation are hereby authorized on behalf and in the name of the Corporation to execute and deliver to ATB Financial such security documents as ATB Financial may require in collateral to the obligation of the Corporation to repay with interest all sums borrowed from ATB Financial and ATB Financial shall not be bound to recover any such taxes, requisitions or other monies before being entitled to payment from the Corporation.
- 7. In the event the Council of the Corporation decides to extend the said loan and ATB Financial is prepared to extend the said loan, any renewal or extension bill, debenture, promissory note or other obligation executed by the officers designated in paragraph two (2) hereof and delivered to ATB Financial shall be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal of extension bill, debenture, promissory note or other obligation, and ATB Financial shall not be bound to inquire into the authority of such officers to execute and delivery any such renewal or extension document.
- 8. Each separate provision of this Bylaw shall be deemed independent of all other provisions and,
  - a) Should any provision of this Bylaw be declared invalid for any reason by a Court of competent jurisdiction, then that provision may be severed, and all other provisions of this Bylaw may remain valid and enforceable.
- 9. This By-Law shall come into effect upon final passing thereof.
- 10. All previous Temporary Borrowing Bylaws are hereby rescinded.  
 Read a First Time this 21<sup>st</sup> of February 2023.  
 Read a Second Time this 21<sup>st</sup> of February 2023.  
 Read a Third Time by unanimous consent of Council, this 21<sup>st</sup> of February 2023.

\_\_\_\_\_  
Mayor E Raycraft

\_\_\_\_\_  
Interim CAO Terri Wiebe

---

## Request for Decision (RFD)

---

**Topic:** Animal Control Bylaw  
**Initiated by:** Council  
**Attachments:** new Bylaw

---

**Purpose(s):**

1. To amalgamate the Dog Bylaw, Cat Bylaw, and Chicken Bylaw into one Bylaw and include additional animals

**Background:**

1. The Village of Innisfree currently has 3 separate Bylaws for Dog, Cat, and Chickens.
2. Much of the content of these Bylaws are repetitive.
3. Council has decided to combine these Bylaws into one overall Animal Bylaw

**Key Issues/Concepts:**

1. Easier for both Administration and the residents to find and read just one Bylaw rather than three separate ones.
2. Additional animals were added to the Animal Control Bylaw.

**Options:**

1. Give first reading to this Bylaw, with or without changes.
2. Give first and second readings to this Bylaw, with or without changes.
3. Give all three readings to this Bylaw, without changes.

**Financial Implications:**

1. None

**Relevant Policy/Legislation:**

1. MGA sections as referred to in the draft Animal Control Bylaw

**Political/Public Implication(s):**

1. Addition of Service Animal as per the survey sent to the public in Fall 2022 and resulting requests from the residents.
2. Administration will already have guidelines if a resident inquires about other animals.

**Recommendation:**

1. Give first reading to this Bylaw with or without changes.



**ANIMAL CONTROL BYLAW 680-23****A BYLAW OF THE VILLAGE OF INNISFREE, IN THE PROVINCE OF ALBERTA,  
FOR THE PURPOSE OF REGULATING AND CONTROLLING ANIMALS**

**WHEREAS** the *Municipal Government Act, R.S.A. 2000, c. M-26*, as amended, and the *Provincial Offences Procedure Act, R.S.A. 2000, c.P-34*, enables a Municipal Council to pass Bylaws respecting wild and domestic animals, and activities in relation to them; and

**WHEREAS** pursuant to section 7 of the Municipal Government Act the Council of a municipality may pass bylaws for municipal purposes respecting: the safety, health and welfare of people and the protection of people and property; wild and domestic animals, and activities in relation to them; and the enforcement of bylaws; and

**WHEREAS** pursuant to section 8 of the Municipal Government Act the Council of a municipality may, in a bylaw, regulate or prohibit and provide for a system of licenses, permits and approvals; and

**WHEREAS** the Council of the Village of Innisfree deems it expedient and in the public interest to pass such a Bylaw;

**NOW THEREFORE**, the Council of the Village of Innisfree, duly assembled, enacts as follows:

**1. TITLE**

This bylaw shall be known as the *“Animal Control Bylaw.”*

**2. DEFINITIONS**

For the purposes of this bylaw, the following terms (unless the context specifically requires otherwise) shall have the following meanings:

- (a) “Aggressive (Vicious) Dog” means a dog with a demonstrated propensity to attack or injure a person or animal without provocation OR a dog which is believed to have exhibited behavior as identified in this Bylaw.
- (b) “Animal” means any mammal (domestic or wild) excluding humans, or any bird, insect, reptile, or amphibian.
- (c) “Animal Control Officer” means the Chief Administrative Officer of the Village of Innisfree or his/her designate, a Bylaw Enforcement Officer, a Peace officer as defined under the *Peace Officer Act, Statutes of Alberta 2006, Chapter P-3.5*, and includes a member of the Royal Canadian Mounted Police.
- (d) “At large” means an animal that is present at any place other than the property of its Owner, and which is not being carried by any person, or is not otherwise restrained by any person controlling the animal by means of a securely fastened leash or container.

## ANIMAL CONTROL BYLAW 680-23

- (e) “Bylaw Enforcement Officer” means whoever has been appointed, contracted, hired, or authorized to enforce the Village of Innisfree Bylaws. This includes a member of the Royal Canadian Mounted Police as they are authorized to enforce any, and all, municipal Bylaws.
- (f) “CAO” means the Chief Administrative Office as defined in the *Municipal Government Act, RSA 2000, c M-26*.
- (g) “Cat” means either a male or female of the feline family.
- (h) “Chicken License” means a license issued by the Village CAO pursuant to this Bylaw authorizing the license holder to keep Urban Chickens on a specific property within an Urban Area.
- (i) “Competent person” means a person who is both physically and mentally capable of restraining and controlling a dog or other animal to an extent that the dog or other animal cannot interfere with other persons or animals, or damage property.
- (j) “Coop” means a fully enclosed weatherproof structure and attached outdoor enclosure used for the keeping of Urban Chickens, that is no larger than 10 m<sup>2</sup> in floor area, and no more than 2.4m in height.
- (k) “Dangerous Dogs Act” means the *Dangerous Dogs Act, Revised Statutes of Alberta 2000, Chapter D*.
- (l) “Dog” means any domesticated male or female member of the canine family.
- (m) “Guard Dog” means a dog trained to patrol privately owned, residential or non-residential property, whether or not accompanied by its Owner or someone acting on behalf of and with the authority of its Owner for the purpose of protected said property against break-in, theft, trespass, and vandalism.
- (n) “Guide Dog” means a dog trained as a guide for a blind person and identified on an identification card issued by the Canadian National Institute for the Blind under the provisions of the *Blind Persons Rights Act, R.S.A. 1980, Chapter B-6*.
- (o) “Hen” means a domesticated female chicken.
- (p) “Kennel” means any place owned by any person engaged in the commercial business of breeding, buying, selling, or boarding animals of any kind.
- (q) “Large Animal” means an animal weighing more than 10 kilograms.
- (r) “Leash” means a restraint that is less than three (3) metres in length and made of chain or other material capable of humanely restraining a dog or other animal.



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- (s) “License Fee” means the fee as set out in the Master Rates Bylaw
- (t) “License Tag” means an identification tag issued by the Village of Innisfree showing the license number for a specific animal.
- (u) “Licensee” means a person required to obtain a License who must be the minimum age of eighteen (18) years of age.
- (v) “Minor injury” means any physical injury to another domestic animal or person, caused by an animal that results in bleeding, bruising, tearing of skin, or any other injury that is not life threatening, disfiguring, or debilitating.
- (w) "Municipal or Violation Tag" means a document alleging an offence issued pursuant to the authority of a Bylaw of the Village.
- (x) “Nuisance” means fighting with other animals, defecating, or urinating on private property without permission of the Owner or occupant of the property, howling or hissing at night, digging in flower beds, gardens or garbage containers and trespassing on private property.
- (y) “Outdoor Enclosure” means a securely enclosed, roofed outdoor area attached to and forming part of a Coop having a bare earth or vegetated floor for Urban Chickens to roam.
- (z) “Owner” means any person, partnership, association, or corporation:
  - (i) Owning, possessing, or having custody or control over any animal; or
  - (ii) Harboring any animal, allowing the animal to stay on the premise; or
  - (iii) Having licensed the animal.
- (aa) “Peace Officer” has the same meaning as in the *Provincial Offences Procedure Act, R.S.A. 2000*
- (bb) “Poultry” means domestic birds kept in captivity for the production of eggs, meat, and other by-products. “Fowl” additionally includes ducks and geese.
- (cc) “Private property” means all property within the Village other than property constituting Public and/or Municipal Property.
- (dd) “Public and/or Municipal property” means all land areas owned or controlled the Village, lying within the Village boundaries, and whether improved in whole or in part, or in its natural state. This includes Road allowances. Public property also includes property owned by or under the control and management of the Government of Canada or the Government of Alberta.

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- (ee) "Rooster" means a domesticated male chicken.
- (ff) "Running at Large" means the same as "At Large" above.
- (gg) "Secure Enclosure" means a cage, pen, building or other structure or fenced area of such construction that will not allow the confined animal(s) to jump, climb, dig, or force their way out, or allow the entry of young children.
- (hh) "Service dog" means a dog individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability. In Alberta, the Owner must have a Service Dog Identification Card verifying that an individual and their service dog have protected public access rights.
- (ii) "Severe injury" means any physical injury to another domestic animal, or a person caused by an animal that requires sutures or cosmetic surgery.
- (jj) "Shelter" means the premises designated by the Village for the impoundment and care of animals.
- (kk) "Tag" means a current metal tag or any other tag issued by the Village to an Owner for each animal he/she owns, which bears a number corresponding to the number recorded in the Village's master animal license register.
- (ll) "Threatening Behavior" means behavior that creates a reasonable apprehension of a threat of physical injury and may include growling, lunging, snarling, or chasing in a menacing fashion.
- (mm) "Trespassing" means where a person enters a premise without permission from the Owner or occupant of the premise but does not include where persons enter the Premise for the purposes of paper delivery, utility meter reading, charity solicitations, or other normally expected and lawful purposes.
- (nn) "Urban Chicken" means a Hen that is at least 16 weeks of age.
- (oo) "Violation Ticket" has the same meaning as in the *Provincial Offences Procedure Act, R.S.A. 2000, C.p-34*, as amended, and any regulations thereunder.
- (pp) "Urban Area" means lands located within the Village on which agricultural operations, including but not limited to the keeping of livestock are neither a permitted nor discretionary use under the Village's Land Use Bylaw.
- (qq) "Vicious Dog" means the same as "Aggressive Dog" above.



## ANIMAL CONTROL BYLAW 680-23

### 3. GENERAL INTERPRETATION AND SEVERABILITY

Each provision of this Bylaw is independent of, and severable from, all other provisions and if any provision is declared invalid or unenforceable for any reason by a court of competent jurisdiction, all other provisions of this Bylaw remain valid and enforceable.

Nothing in this Bylaw relieves a person from complying with any Federal or Provincial law or regulation, other Village Bylaw, or any requirement of any lawful permit, order, or license.

### 4. PROHIBITED ANIMALS

No person shall keep or have any of the following on any premises within the boundaries of the Village:

- (a) Large animals or the young thereof; (i.e. greater than 10 kilograms) excluding domestic dogs which are not a prohibited animal. This prohibition includes bovine, equine, and porcine, but is not limited to just these animals.
- (b) In an Urban Area, no person shall keep a Rooster.
- (c) Poisonous snakes, reptiles, or insects.
- (d) Animals in the Village for parades or exhibitions, under the care and supervision of competent persons, are not subject to the provisions of this section of the Bylaw.

### 5. LICENCING

#### A. General for all animals

- 1) Every person who resides within the limits of the Village and being the Owner of a dog, cat, or chicken, shall before the 31<sup>st</sup> day of January in each year, obtain a license or permit for the current year (January 1 to December 31) by applying at the Village Office and paying to the Village the appropriate license/permit fee, as set out in the most current Master Rates Bylaw.
- 2) The holder of a license or permit must be eighteen (18) years of age.
- 3) Notwithstanding section 5.A.1, a person will have fourteen (14) calendar days to obtain a license or permit after;
  - a) Becoming the Owner of an animal; or
  - b) Being an animal Owner and taking up residency within the Village.

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- 4) The provisions of Section 5.A.1 to Section 5.A.3 inclusive do not apply to the following:
  - a) A person temporarily in the Village for a period not exceeding thirty (30) days;
  - b) Blind persons holding an identification card proving Ownership of a Guide Dog for their use;
  - c) A person caring for a domestic animal for a period of no longer than thirty (30) days, once per year, where the Owner of the domestic animal resides outside the corporate limits of the Village.
  
- 5) An animal Owner must provide the following information with each application for an animal license or permit.
  - a) name, mailing address, street address and phone number of the Owner.
  - b) name and description of the animal to be licensed.
  - c) gender of the animal.
  - d) If applicable, the breed of the animal.
  - e) Proof of neutering or spaying,
  - f) Tattoo or nose print number (if available) and
  - g) Any other relevant and necessary information as may be required by the Village with respect to the application.
  
- 6) A person providing false or misleading information pursuant to Section 5.A.5 is in contravention of this Bylaw and guilty of an offence under this Bylaw.
  
- 7) Licenses or permits issued under this Bylaw shall not be transferable from one animal to another or from one property to another.
  
- 8) Every Owner shall ensure that the "Municipal Tag" is securely fastened to a choke chain, collar or harness which must be worn by the Dog and/or Cat at all times whenever the Dog and/or Cat is on property other than the property of the Dog and/or Cat Owner or property controlled by him or her.

**B. Cat(s)**

- 1) The maximum number of cats per Owner's property shall be restricted to two (2) cats over the age of six (6) weeks.
  
- 2) Every person who resides within the municipal boundaries of the Village and being the Owner of a cat over the age of six (6) weeks shall apply for a License, and pay the fee as set out in the Master Rates Bylaw to obtain a Tag for each cat.

**ANIMAL CONTROL BYLAW 680-23****C. Chicken(s)**

- 1) The maximum number of chickens per Owner's property shall be restricted to five (5) Urban Chickens.
- 2) The Village CAO may not issue or renew a Chicken License unless it is satisfied that:
  - a) The applicant is the Owner of the property on which the Urban Chickens will be kept, or that the Owner of the property has provided written consent to the application.
  - b) The land use districting of the property on which the Urban Chickens will be kept allows for the placement of a Coop for the keeping of Urban Chickens.
  - c) The applicant resides on the property on which the Urban Chickens will be kept.
- 3) The maximum number of Chicken Licenses that may be issued for the year in the whole Village shall be ten (10)
- 4) The Village CAO may refuse to grant or renew a Chicken License if in their opinion based on reasonable grounds, it is in the public interest to do so.
- 5) The Village CAO may also refuse to grant or renew a Chicken License for the following reasons:
  - (a) the applicant or license holder does not or no longer meets the requirements of this bylaw for a Chicken License;
  - (b) the applicant or license holder:
    - i. furnishes false information or misrepresents any fact or circumstance to the Village CAO or a Peace Officer, or;
    - ii. has, in the opinion of the Village CAO based on reasonable grounds, contravened this bylaw whether or not the contravention has been prosecuted, or;
    - iii. fails to pay a fine imposed by a court for a contravention of this Bylaw or any other applicable Bylaw related to the keeping of Urban Chickens, or;
    - iv. fails to pay any fee required by this or any applicable Bylaw.

**D. Dog(s)**

- 1) The maximum number of dogs per Owner's property shall be restricted to two (2) PLUS one (1) Service Dog with proper the Alberta Service Dog documentation.
- 2) A registered Guide dog owned by a visually impaired person or a Service dog which is trained by a recognized agency to aid a person with a physical or mental disability; provided the person is using the dog for such assistance, shall be issued a dog license free of charge upon registration of the dog with the Village.



**ANIMAL CONTROL BYLAW 680-23****6. OFFENSES AND RESPONSIBILITIES OF OWNER****A. General for all Animals**

- 1) A person who contravenes any provision of this Bylaw is guilty of an offence.
- 2) The Owner of an animal is guilty of an offense if he/she fails to obtain a license for an animal.
- 3) No Person shall obstruct or hinder any person in the exercise or performance of the person's powers pursuant to this Bylaw.
- 4) The Owner of an animal is guilty of an offense if the Owner fails to provide identification and proof thereof to an Animal Control Officer.
- 5) The Owner of an animal is guilty of an offense if the Owner provides false or misleading information to an Animal Control Officer.
- 6) The Owner of an animal is guilty of an offense if an animal:
  - a) Runs at large;
  - b) Is without a collar and tag while off the premises of its Owner;
  - c) The animal is in heat and is not confined and housed in the residence of the Owner or in a kennel during the whole of the heat period except for the sole purpose of urinating or defecating on the premises of the Owner;
  - d) Defecates on any public or private property other than the property;
  - e) Is within a site containing playground apparatus and/or sand play area located on public or private property other than the property of its Owner;
  - f) Barks or howls so, as in the opinion of the Animal Control Officer, based on information gathered, to cause an unreasonable disturbance given, but not limited to, location, circumstances, time of day, and duration;
  - g) Damages public or private property, other than the property of its Owner, or
  - h) Bites, scratches, attacks, or injures any person or animal.
- 7) The Owner must hold a valid and subsisting development permit to operate a kennel, animal hospital, shelter pound, or other animal operation as authorized in the Land Use Bylaw.
- 8) The Owner or any other person having care or control of a shall, must at all times, when it is off the property of the Owner, have the animal under control, and held on a leash not exceeding two metres in length.
- 9) The Owner must remove any of their animal's feces on public or private property other than the property of its Owner.



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- 10) When operating a bicycle, skateboard, in-line skates, or other non-motorized scooter, no person shall do so with an animal on a leash.
- 11) The Owner of an animal shall not abandon an animal; an animal is deemed to have been abandoned when:
  - a) the animal is left behind at a premise of neighbourhood after the Owner has moved away; or
  - b) the animal, for whatever reason, is running at large and the Owner has not made reasonable attempts to locate the animal. Such attempts include but are not necessarily limited to, notifying the municipality, the Bylaw Enforcement Officer, or the Royal Canadian Mounted Police that the animal is missing and making enquiries with the local veterinary facilities.
- 12) No person shall leave an animal inside an unattended motor vehicle, whether on public or private property, unless:
  - a) There is adequate ventilation and temperature control provided for the health and well-being of the animal; and
  - b) The animal is restricted and restrained so as to prevent the animal's escape from the vehicle, or its access to persons or animals in the vicinity of the vehicle.

**B. Chickens**

A person to whom a Chicken License has been issued shall produce the license at the demand of the Village CAO, Animal Control Officer, or a Peace Officer.

A person who keeps Urban Chickens must:

- 1) provide each Hen with at least 0.37 m<sup>2</sup> of interior floor area, and at least 0.92 m<sup>2</sup> of Outdoor Enclosure, within the Coop;
- 2) provide and maintain, in the Coop, at least one nest box per coop and one perch per Hen, which is at least 15 cm long;
- 3) keep each Hen in the Coop at all times;
- 4) provide each Hen with food, water, shelter, light, ventilation, care, and opportunities for essential behaviors such as scratching, dustbathing, and roosting, all sufficient to maintain the Hen in good health;
- 5) maintain the Coop in good repair and sanitary condition, and free from vermin and noxious or offensive smells and substances;
- 6) construct and maintain the Coop to prevent any rodent from harboring underneath or within it or within its walls, and to prevent entrance by any other animal;
- 7) keep a food container and water container in the Coop;

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- 8) keep the Coop secured from sunset to sunrise;
- 9) remove leftover feed, trash, and manure in a timely manner; disposal of all chicken related waste mentioned within this section will be at the licensed holder's expense and will not be accepted at the Village transfer station;
- 10) store feed within a fully enclosed container;
- 11) keep manure within a fully enclosed container, and store no more than 3 cubic feet of manure at a time;
- 12) follow biosecurity procedures recommended by the Canadian Food Inspection Agency to reduce potential for disease outbreak; and
- 13) keep Hens for personal use only.

No person who keeps Urban Chickens shall:

- 1) sell eggs, manure, meat, or other products derived from Hens;
- 2) slaughter a Hen on the property;
- 3) dispose of a Hen except by delivering it to a farm, abattoir, veterinarian, or other operation that is lawfully permitted to dispose of Hens; and
- 4) keep a Hen in a cage, kennel, or any shelter other than a Coop.

**C. Vicious Dogs**

- 1) A dog will be considered vicious if an Animal Control Officer believes on reasonable and probable grounds resulting from a complaint investigation that a dog has, without provocation:
  - a) Chased, injured, or bitten a person or other animal;
  - b) Damaged or destroyed any property;
  - c) Threatened or created the reasonable apprehension of a threat to a person or other animal; or
  - d) Been previously determined to be a Dangerous Dog under the *Dangerous Dogs Act, RSA 2000*, and amendments thereto.
- 2) The Owner of a Vicious Dog shall take all necessary steps to ensure that the dog does not bite, chase, or attack any human or other animal whether the person or animal is on the property of the Owner or not.

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- 3) If a Vicious Dog bites or attacks a person or animal, the Owner shall be guilty of an offence and subject to a fine under this Bylaw, exclusive of any other civil actions or penalties.
- 4) When a Vicious Dog is on the premises of its Owner, it shall be kept confined indoors under the effective control of a person over the age of eighteen (18) years, or confined outdoors in a securely enclosed and locked pen, or other structure constructed and secured in such a fashion as to prevent the escape of the Vicious Dog, and to prevent the entry of persons unauthorized by the Owner. The Village Council may, at its discretion, require the Owner of the dog which has been deemed Vicious under this bylaw, to post a sign on the Owner's property where best seen, stating the presence of a "Vicious Dog".
- 5) When a Vicious Dog is off the premises of the Owner's property, it shall be securely muzzled, and shall be either harnessed or leashed securely to effectively prevent it from attacking or biting a human or other animal and be under the effective control of a person over the age of eighteen (18) years.
- 6) The Owner of a dog, which knows or ought to know it is a Vicious Dog, shall keep the Vicious Dog in accordance with the provisions of Section 6.B.4 and 6.B.5.
- 7) If the Animal Control Officer determines on reasonable grounds that a dog is a Vicious Dog, either through personal observation or on the basis of facts determined after an investigation initiated by a complaint, he/she may:
  - a) Give the Owner a written notice that the dog has been determined to be a Vicious Dog, and
  - b) Require the Owner to keep such dog in accordance with the provisions of this Bylaw upon the Owner's receipt of the notice, and
  - c) Inform the Owner that if the Vicious Dog is not kept in accordance with this Bylaw, the Owner will be fined, or subject to enforcement action pursuant to this Bylaw.
- 8) Where the Owner of a dog that has been determined to be a Vicious Dog produces information to the Animal Control Officer that may alter a determination made under the above, the Animal Control Office shall, as soon as is reasonable possible, cause the matter to be reviewed and make a final determination.

**7. ENFORCEMENT**

**A. General**

- 1) A person who contravenes this Bylaw is guilty of an offence.



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- 2) In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues, and a person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.
- 3) In any prosecution of proceedings for a contravention of this Bylaw, the burden of proof that the dog was on the property of the Owner shall rest upon the Owner.
- 4) Any person who commits a breach of any provisions of this Bylaw may be subject to the *Provincial Offences Procedures Act* and any amendments thereto.

**B. Animal Control Officer**

- 1) An Animal Control Officer is authorized and empowered to issue a Municipal/Violation Tag to any person who the Animal Control Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.
- 2) The Animal Control Officer is authorized to capture and impound all Domestic Animals found to be Running at Large and any violation contrary to the provisions of this Bylaw. Wherever possible, the officer shall follow the Domestic Animal home, or ascertain Ownership, notify the Owner, and issue a Violation Tag.
- 3) An Animal Control Officer or any person authorized by the Bylaw to enforce the provisions contained therein and who is delegated the authority of a designated officer under Section 542 of the MGA, may enter onto land for the purpose of pursuit, capture, and restraint of any Domestic Animal found running at large.
- 4) An Animal Control Officer or any person authorized by the Bylaw to enforce the provisions contained in the Bylaw, may enter onto land for the purpose of observation, investigation, or enforcement of this Bylaw;
  - a) after reasonable notice to the Owner or occupant of the land, or
  - b) with the consent of the Owner or occupant of the land, or
  - c) without reasonable notice or the consent of the Owner or occupant of the land in the event the circumstances constitute emergency or extraordinary circumstances.

**C. Powers of Village CAO**

Without restricting any other power, duty or function granted by this Bylaw, the Village CAO may:

- a) carry out any inspections to determine compliance with this Bylaw;
- b) take any steps to carry out any actions required to enforce this Bylaw;



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- c) take any steps to carry out any actions required to remedy a contravention of this Bylaw;
- d) establish forms for the purposes of this Bylaw; and
- e) delegate any powers, duties, or functions under this Bylaw to a Village employee.

### D. Impoundment

The Animal Control Officer may seize and impound;

- any and every animal at large, or
- any and every female animal in heat that is not confined, housed, or kenneled in compliance with this Bylaw.

### E. Municipal or Violation Tags

- 1) A municipal or violation tag may be issued to a person:
  - Personally, or
  - By mailing a copy to such person at his/her last known mailing address, or
  - By email to such person, or
  - Upon retrieval of such person's animal from the shelter.
- 2) The municipal or violation tag shall be in the form approved by the Village CAO and shall state:
  - a) the name of the Person;
  - b) the offence;
  - c) the specified penalty established by this Bylaw for the offence;
  - d) that the penalty shall be paid within 14 days of the issuance of the Municipal Tag; and
  - e) any other information as may be required by the Village CAO.
- 3) Where a Municipal Tag is issued pursuant to this Bylaw, the person to whom the Municipal Tag is issued may, in lieu of being prosecuted for the offence, pay to the Village the penalty specified withing the time period indicated on the Municipal Tag.

### F. Violation Tickets

- 1) If a Municipal Tag has been issued and if the specified penalty has not been paid within the prescribed time, then a Peace Officer is authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act*.
- 2) Despite section 22, a Peace Officer is authorized and empowered to issue a Violation Ticket to any person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

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- 3) If a Violation Ticket is issued in respect of an offence, the Violation Ticket may:
  - a) specify the fine amount established by this Bylaw for the offence; or
  - b) require a person to appear in court without the alternative of making a voluntary payment.
  
- 4) A person who commits an offence may
  - a) if a Violation Ticket is issued in respect of the offence; and
  - b) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence;
 make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

### 7. REPEAL OF BYLAWS

This Bylaw repeals the following Bylaws:

- 601-15 Dog Bylaw
- 607-15 Cat Bylaw
- 665-21 Chicken Bylaw

### 8. EFFECTIVE DATE

This Bylaw shall come into effect when it has received third reading and has been duly signed.

This Bylaw shall come into force and effect upon the Third Reading.

Read a **FIRST** time this 21<sup>st</sup> day of February 2023.

Read a **SECOND** time this \_\_\_ day of \_\_\_\_\_ 2023.

Read a **THIRD** time and passed this \_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor, Evan Raycraft

\_\_\_\_\_  
Interim CAO, Terri Wiebe