



Falls City Oregon City Council Meeting

Monday, December 1, 2025 at 6:00 pm

Meeting Location

320 N Main St • Falls City, OR 97344

How to Attend and/or Participate

1. In Person: 320 N Main St. Falls City, OR 97344
2. Call-in: a. 1-253-215-8782 b. Meeting ID: 878 7406 4319 You will be muted but may “raise your hand” to indicate you wish to comment.
3. Web Application: Zoom Webinar <https://us06web.zoom.us/j/87874064319> You will be muted but may “raise your hand” to indicate you wish to comment during Public Comments.
4. Write-In: Using regular mail or email. a. info@fallscityoregon.gov; 299 Mill St. Falls City, OR 97344

The City of Falls City does not discriminate in providing access to its programs, services, and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government. Should a person need special accommodations or interpretation services, contact the City at 503.787.3631 at least one working day prior to the need for services and every reasonable effort to accommodate the need will be made.

1. CALL TO ORDER & ROLL CALL

Mayor TJ Bailey, Council President Houghtaling, Councilor Nick Backus, Councilor Tony Meier, Councilor Tia Scruton, Councilor Dennis Sickles, Councilor Lori Jean Sickles

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS, APPOINTMENTS, APPRECIATIONS, & PROCLAMATIONS

4. PRESENTATIONS

a. Falls City Water Rate Study

Attachments:

- **Falls City Water Rates Council Presentation** (Falls_City_Water_Rates_Council_Presentation_-_December_1_2025.pdf)

5. PUBLIC COMMENTS & LETTER COMMUNICATIONS

In order to encourage an environment of openness, courtesy and respect for differing points of

view, please refrain from behavior that is disruptive to the meeting such as making loud noises, clapping, shouting, booing, or any other activity that disrupts the orderly conduct of the meeting. Abusive language will not be tolerated.

Please limit your commentary to 3 minutes or less.

6. CONSENT AGENDA

a. November 3, 2025 Minutes

Attachments:

- **Minutes** (2025.11.03_Council_Minutes.pdf)

7. REPORTS OR COMMENTS FROM MAYOR AND COUNCIL MEMBERS

a. Mayor's Report

b. Councilor Comments

8. REPORTS FROM CITY MANAGER & STAFF

a. Falls City Fire Report

Attachments:

- **Report** (FD_Report.pdf)

b. Falls City Public Works Report

Attachments:

- **Report** (PW_Report.pdf)

c. City Manager's Report

Attachments:

- **Report** (2025.12.01_Monthly_Manager's_Report.pdf)

d. Municipal Court

Attachments:

- **Staff Report** (2025.12.01_Staff_Report_Municipal_Court_IGA.pdf)
- **Municipal Court IGA** (2025.07.01_MuniCourt_IGA_Falls_City_(Attachment_A).pdf)

9. GOOD OF THE ORDER

10. ADJOURN

Posted for Public at the City Hall Bulletin Board, Community Center, Falls City Website, Falls City Market, LCB Bulletin Board, and City Facebook page



Water Rates Forecast Presentation

December 1, 2024





Agenda ...

- Key planning assumptions for the forecast
- Funding strategy for the 2017 Water Master plan projects
- Forecast of annual changes in water system revenue requirements
- Forecast of average monthly single-family water bills
- Monthly single-family water bills in neighboring communities
- Conservation pricing
- Next Steps

KEY PLANNING ASSUMPTIONS



Macro Economic

- Customer growth 0.4%
- Inflation generally 3.0%
- Health premiums 8.0%
- PERS retirement 8.0%
- Interest earnings rate 4.0%



Long Term Debt

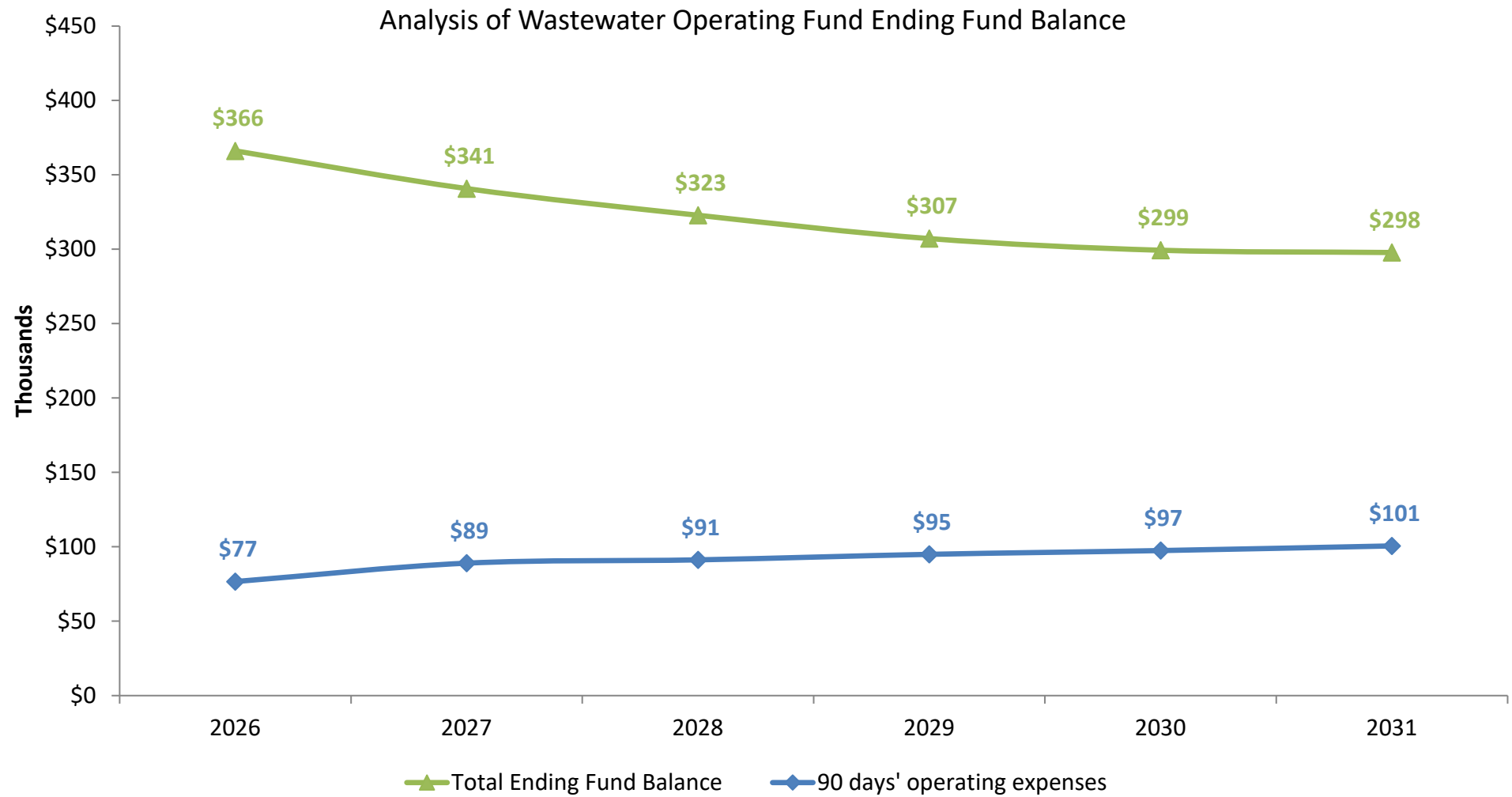
- 2017 water refunding bonds retire in 2039, ~\$65k per year
- 2026 Safe Drinking Water loan retires in 2056
- First payment starts in FY27
- ~\$42k per year



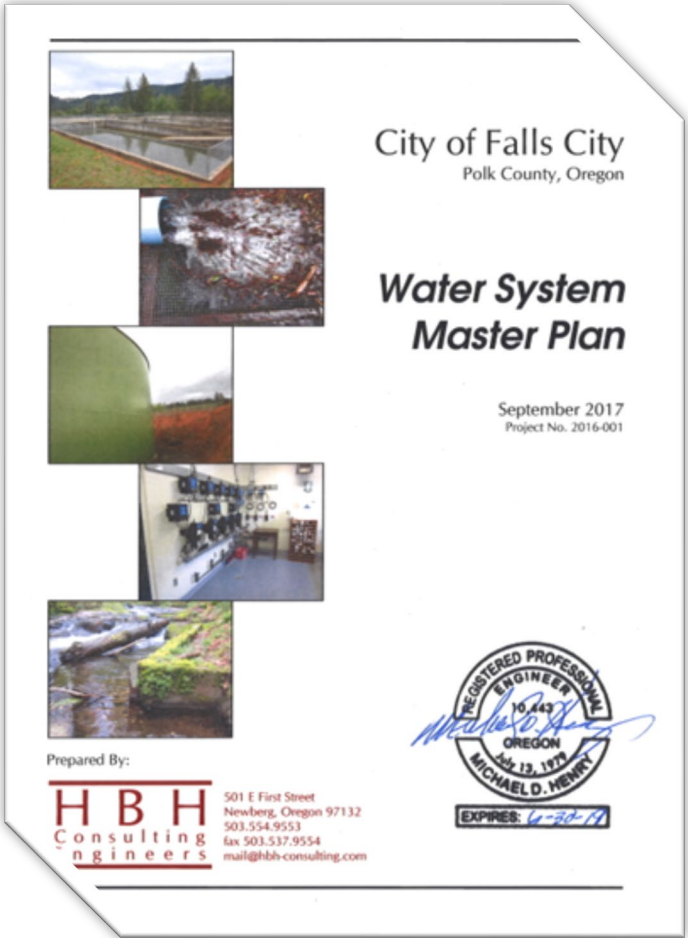
Cash Flows & Rate Strategy

- Fully fund water operations and maintenance costs
- \$25k per year capital spending out of the capital projects fund
- \$1,292,082 grant from Infrastructure Finance Authority this year.
- 5% per year general water rate increase

KEY PLANNING ASSUMPTIONS – RESERVES ATTAINMENT



FUNDING STRATEGY FOR THE MASTER PLAN WATER PROJECTS



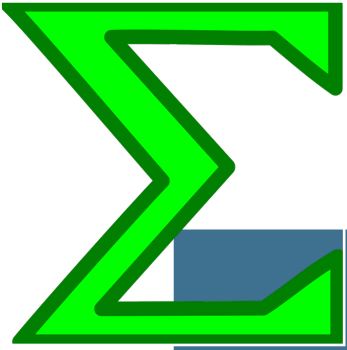
Sources of Funds:

SDWRLF loan	\$ 1,075,218
IFA grant (forgivable loan)	<u>1,292,082</u>
Total sources of funds	<u><u>\$ 2,367,300</u></u>

Uses of Funds:

Priority 1A water MP projects	
Repair bridge holding water line	
Alan street	
Sheldon avenue	
Parry road	
Fairview street and Terrace street	
Hopkins street	
Alle north of main street	
Mill street	
Forest lane and Clark street	
Total uses of funds	<u><u>\$ 2,367,300</u></u>

FUNDING STRATEGY FOR THE MP WATER PROJECTS



Project Total

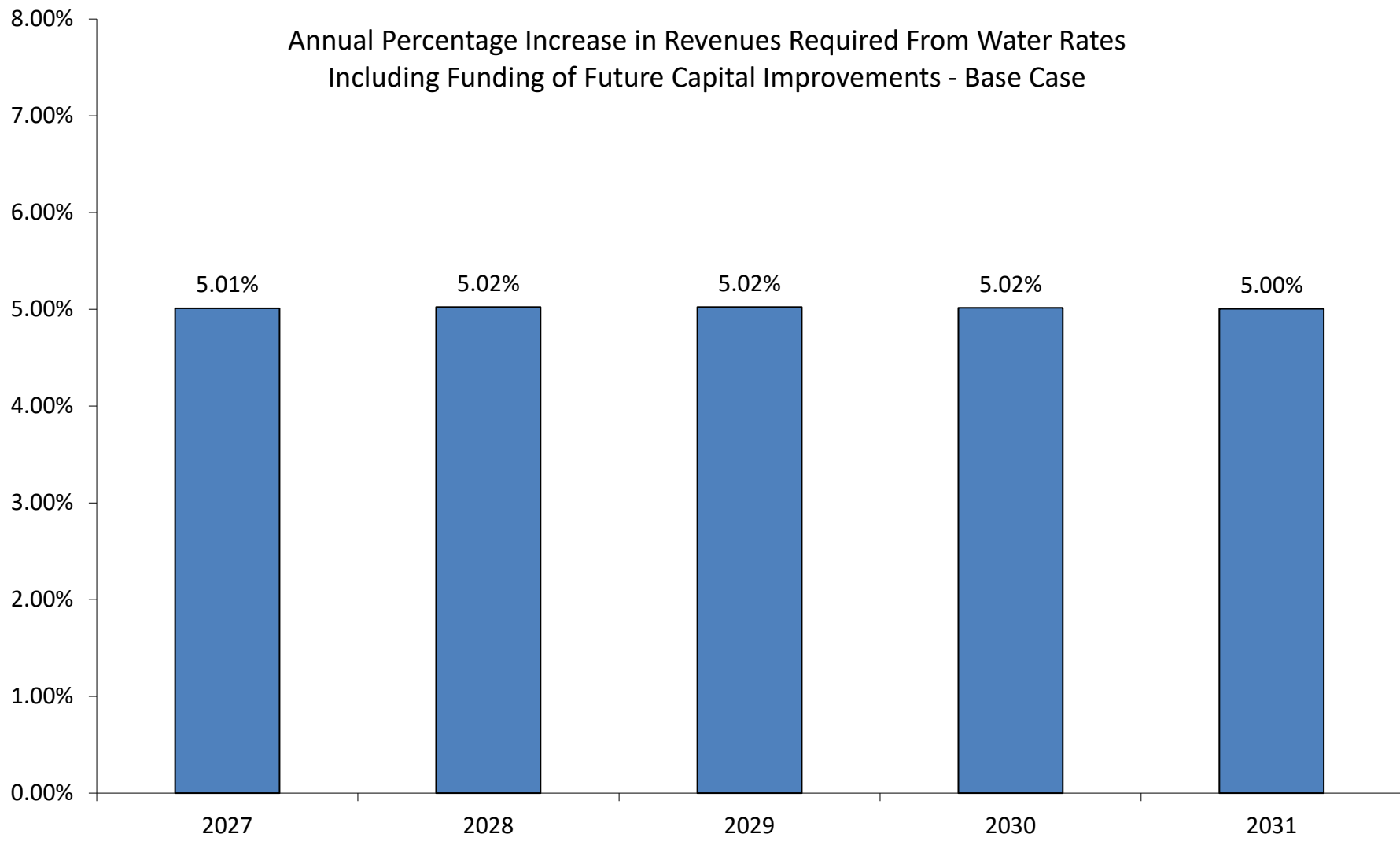
- Gross project cost \$2.4 million
- Net funding amount:
 - SDWRLF loan \$1,075,218
 - "forgivable" loan \$1,292,082
- Project construction estimated to be completed by June 30, 2026
- First payment due on or near January 1, 2027



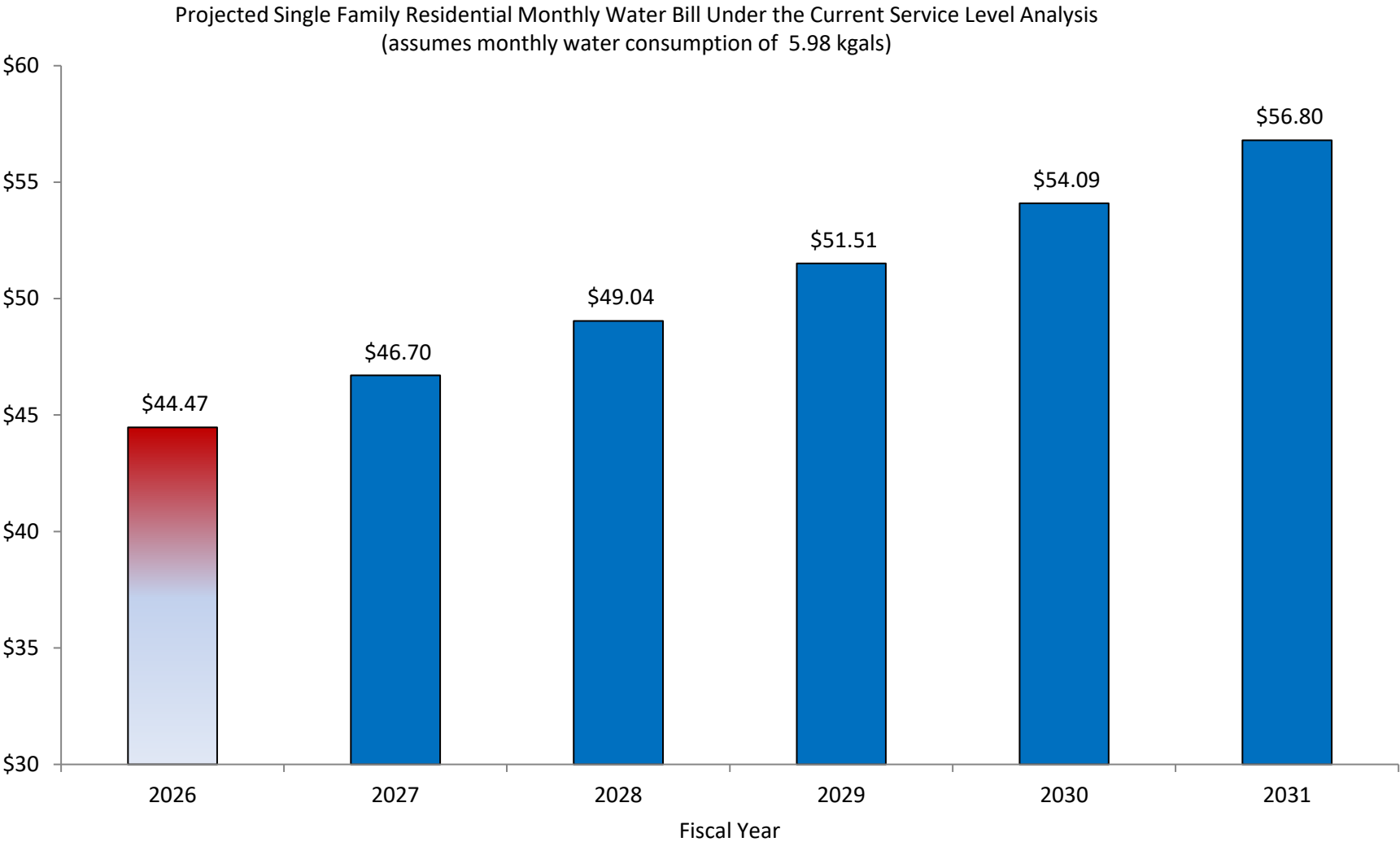
SDWSRFL Assumptions

- Principal amount \$1,075,218
- 30-year term
- 1.00%
- Level debt service \$41,663
- Administered by the State of Oregon (Oregon Business)
- Strings attached
 - Rate pledge with coverage of 1.2x

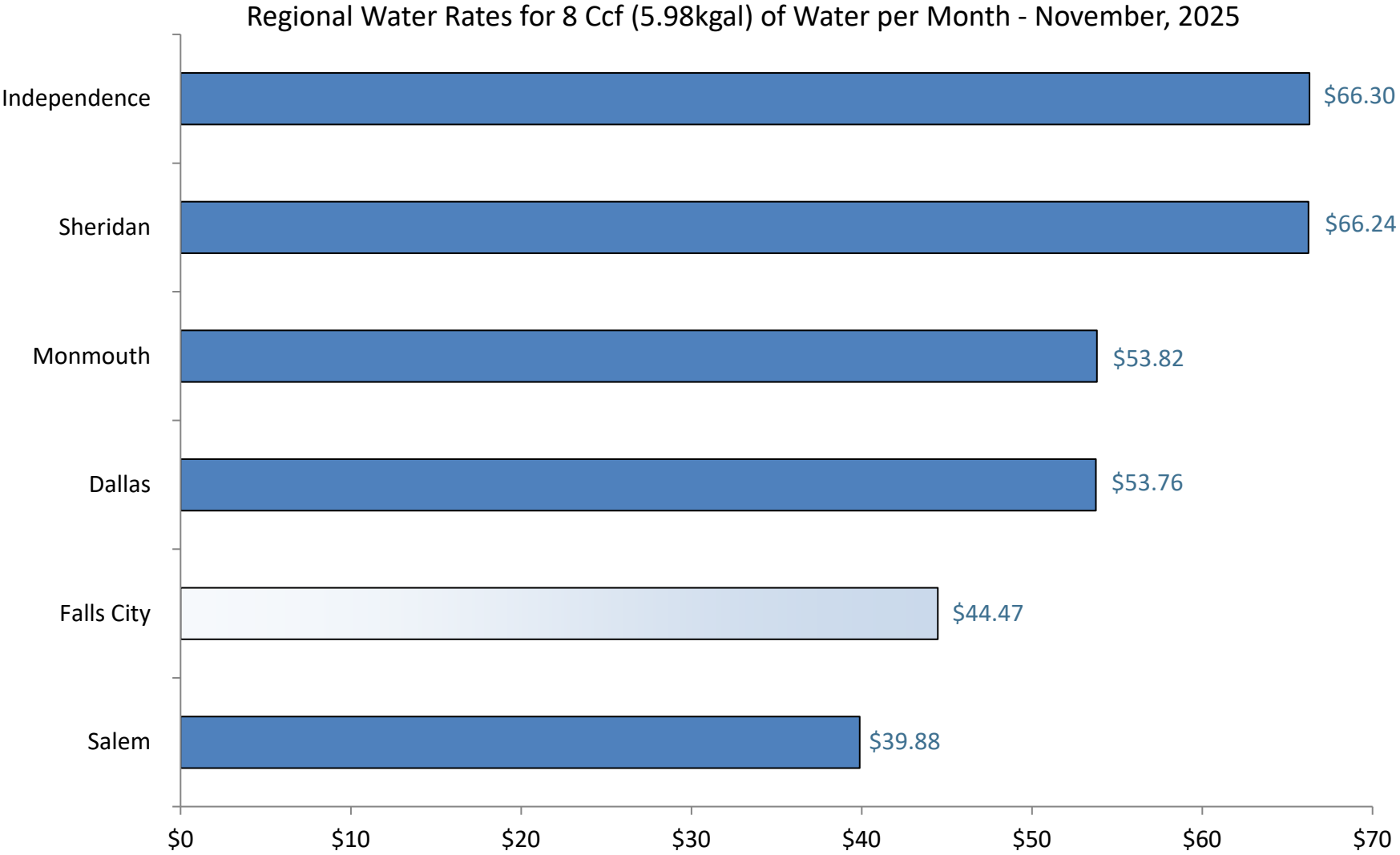
FORECAST OF ANNUAL CHANGES IN REVENUE REQUIREMENTS



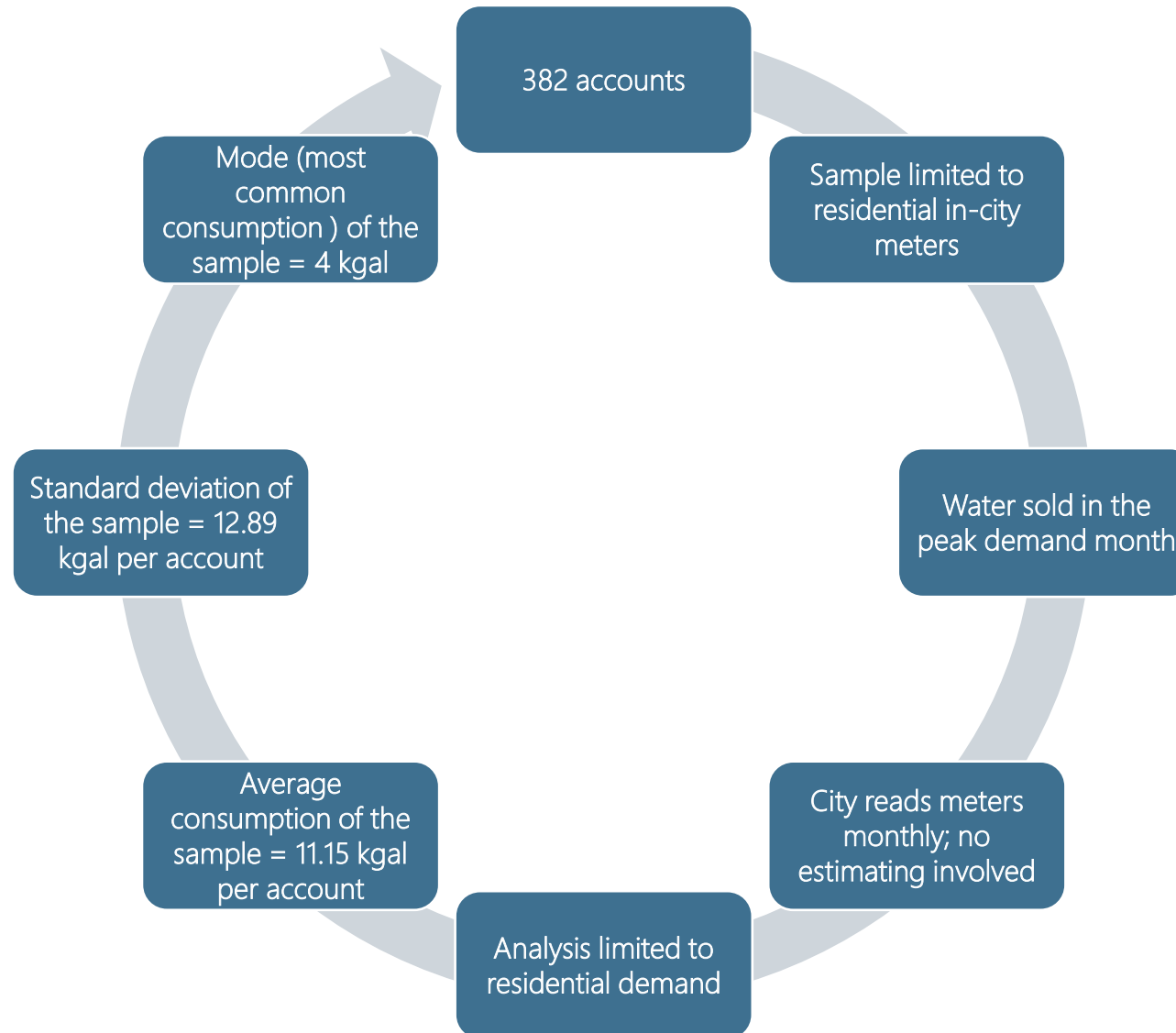
FORECAST OF AVERAGE MONTHLY SINGLE-FAMILY WATER BILLS



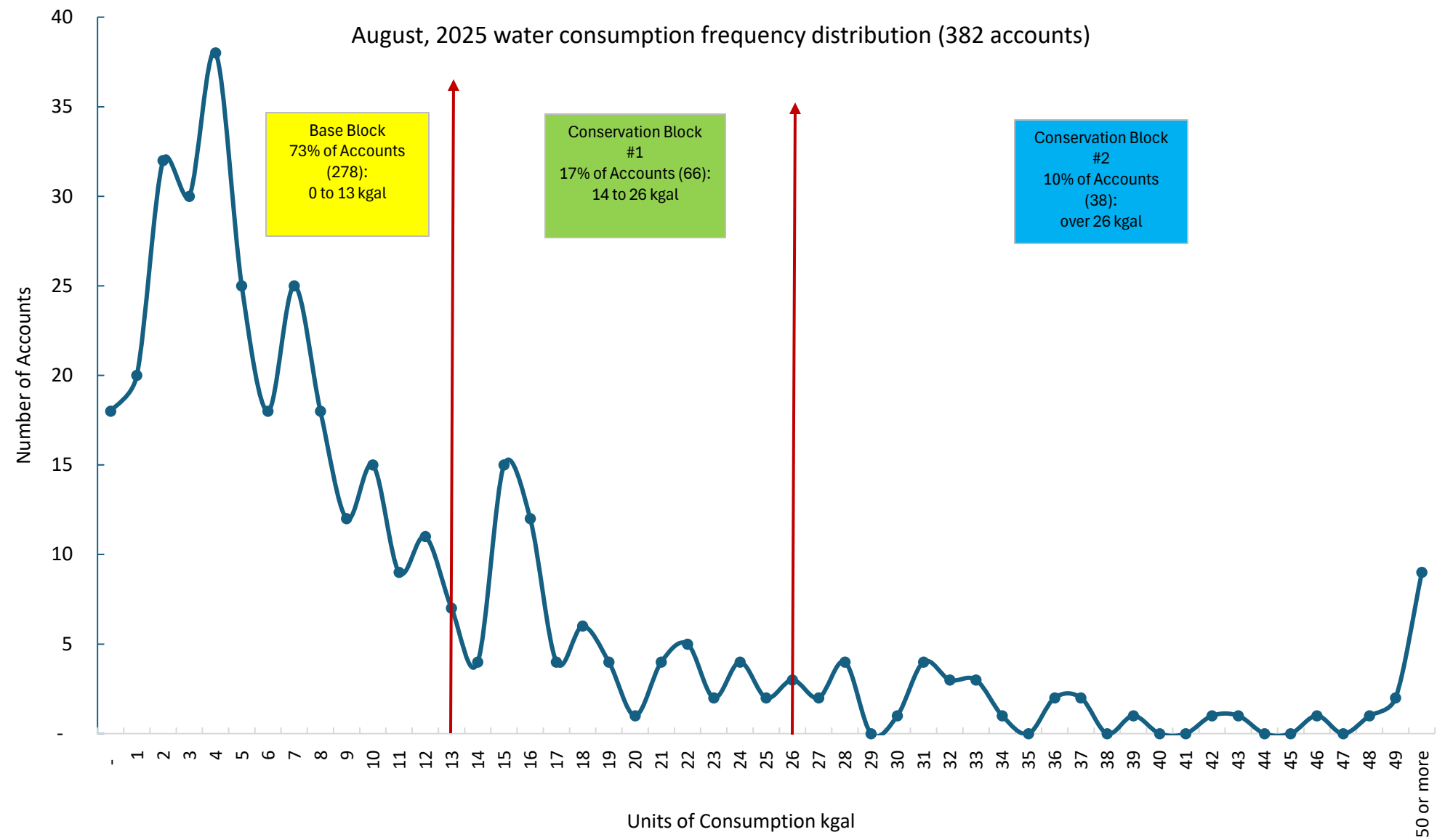
NEIGHBORING COMMUNITIES' MONTHLY WATER BILLS



OBSERVED WATER CONSUMPTION – AUGUST, 2025



FREQUENCY DISTRIBUTION OF WATER CONSUMPTION

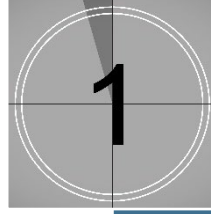


PROPOSED PRICING FOR CONSERVATION TIERS/BLOCKS



Base Block

- No conservation pricing premium
- 0 to 13 kgal per month
- 73% of accounts
- 278 accounts
- Current price \$2.55 per kgal



Conservation Block #1

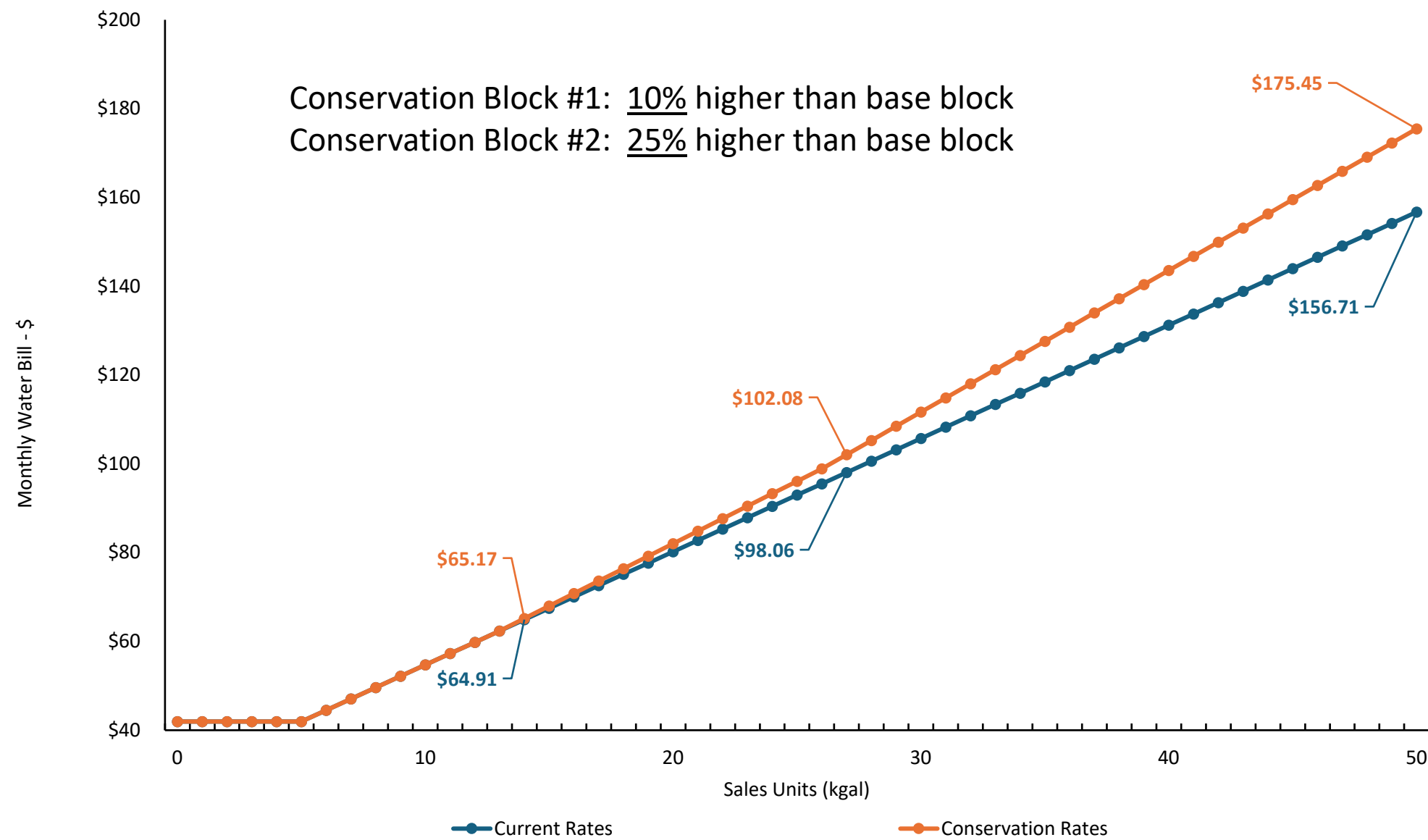
- 10% price premium over base block price
- 14 to 26 kgal per month
- 17% of accounts
- 66 accounts
- Block #1 price \$2.81 per kgal



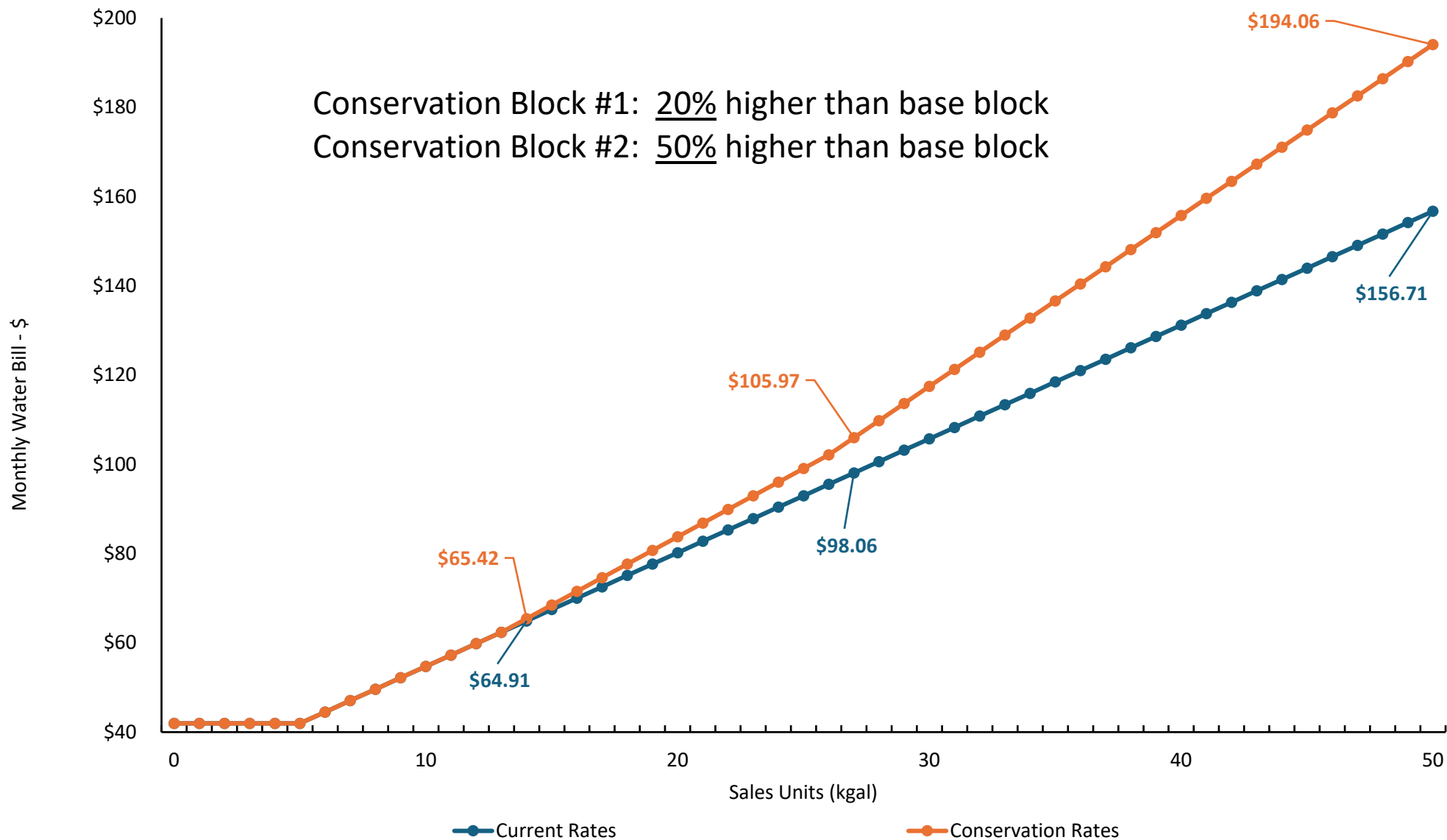
Conservation Block #2

- 25% price premium over base block price
- Over 26 ccf per month
- 10% of accounts
- 38 accounts
- Block #2 price \$3.19 per kgal

SAMPLE MONTHLY WATER BILLS UNDER CONSERVATION PRICING



SAMPLE MONTHLY WATER BILLS UNDER CONSERVATION PRICING



DISCUSSION



FALLS CITY CITY COUNCIL		MONDAY, NOVEMBER 3, 2025
Mayor Bailey called the Falls City City Council into regular session on Monday, November 3, 2025 at 6:00 p.m. in the Community Center located at 320 N. Main Street.		
Council Members Present: Councilor Nick Backus, Councilor Tony Meier, Councilor Tia Scruton, Councilor Dennis Sickles, and Councilor Lori Jean Sickles. Council President Amy Houghtaling was excused.		
Staff Present: City Manager AJ Foscoli and City Recorder Jeremy Teal		
AGENDA		ACTION
Announcements, Appointments, Appreciations & Proclamations		Mayor Bailey reported the first Souper Saturday event from food pantry was successful and dinners were delivered to the community and 18 in Greenhaven RV park. He thanked the BBQ committee and Falls City athletics for a fantastic job this year.
Public Comment		<p>Mayor Bailey opened the public comments at 6:03 p.m.</p> <p>Jim Miner asked about the cost of the tree service cutting the trees in the upper park and how much wood would be available to the community. Mr. Foscoli stated the tree cutting services were covered by them receiving the good wood as payment and the remainder would be cut into firewood for the community.</p> <p>Mr. Miner asked about the continued water running down North Main Street. Mr. Foscoli stated he would find a way to rectify that runoff.</p> <p>Mr. Miner asked about water coming into yards off Prospect now that it was pavement and not gravel. Mr. Foscoli noted he had spoken with North Santiam Paving about adding more gravel down Prospect to help alleviate the water issue.</p> <p>Tracy Young asked if the City had received all the insurance information regarding Mr. Jones tree service company. Mr. Foscoli stated he had received all the documents before they started cutting.</p> <p>Ms. Young asked if the chip truck Mr. Fornier drives could be moved to Mr. Jones property instead of on North Main Street.</p>

	<p>Ms. Young asked what agency raised the sewer rates. Mr. Foscoli stated that DEQ was the funding agency that would require \$1.4 million to be paid back.</p> <p>Ms. Young asked about the air pockets in the lagoons. Mr. Foscoli noted the geology of Falls City releases gases through the soil, so vents were installed to alleviate the gas from under the liner.</p> <p>Ms. Young asked how long it would be before the Wastewater plant was going to be active. Mr. Foscoli noted there was a meeting next Wednesday to discuss the machinery and hopefully get the plant online. He noted he was disappointed with Strider not ordering the right part. He reported the plant needed to be online before May 1st.</p> <p>Don Schecker asked if there were any additional costs. Mr. Foscoli stated roughly \$50,000 in additional engineering.</p> <p>Tina Thompson suggested downloading the map on Urban Form before the year is up so the City wouldn't have to pay. Mr. Foscoli stated the benefit to the system is the live update. He noted a decision would be made before the year was up to decide what the Council would like to do.</p> <p>Ms. Thomspon noted that the construction company wasn't paying attention on 3rd. Mr. Foscoli stated he would talk to them again regarding flaggers and traffic control.</p> <p>Don Schecker stated some had abandoned an engine block on his property on Mitchell. He asked if the speed bumps could be higher. Mr. Foscoli stated the City was working on that.</p>
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	for young people. Mr. Teal reported that 141 bags of candy were given away
Reports from City Manager & Staff a) City Manager's Report	Mr. Foscoli reported on the wastewater treatment plant, IGA with Dallas Municipal court with code enforcement, the community resource center changes happening, next council would be the water rate study presentation, upper park trees, town hall meeting would be January 13 at 6 pm, and the outlined project timeline.
Resolutions a) Resolution 07-2025	Mr. Foscoli stated the community center /fire hall roof increased due to lack of structuring in the roof above the \$42,000 quote. \$4600 to fire and \$4600 to council projects It was moved by Councilor D Sickles to adopt Resolution 07-2025, Fiscal Year 2025-2026 Supplemental Budget 1. The motion was duly seconded by Councilor Meier and CARRIED with a ROLL CALL vote of 5-0 with Councilors Backus, Meier, Scruton, D Sickles, and LJ Sickles voting YES.
Good of the Order	Mr. Foscoli noted at the next Council meeting there would be important items on the agenda.
Adjourn	There being no further business, the meeting was adjourned at 6:57 p.m.
Read and approved this ____ day of _____ 2025. Mayor: _____ ATTEST: City Recorder: _____	

HAPPY THANKSGIVING!



Call Volume for Falls City Volunteer Fire Dept. JAN-DEC 2025

2024 MONTH	MEDICAL	PUBLIC ASSIST	MVA	STRUCTURE FIRE /	GRASS BRUSH TREE / Debris	POWER LINE/ MISC	Burn Complaint	FALSE ALARM UTL	CONFLA G FIRES	MO. TOTAL CALLS
JAN	7	2	0	0	3	0	0	1	0	13
FEB	14	0	0	0	0	0	0	0	0	14
MAR	5	0	1	Chim 1	0	0	0	0	0	7
APR	5	0	0	0	1	1 Gas	0	0	0	7
MAY	9	0	0	RV1	0	1	4	0	0	15
JUNE	6	0	0	0	2	0	0	0	0	8
JULY	9	Std by	2	0	2	0	3	0	(1)	18
AUG	17	0	0	0	0	0	1	0	0	18
SEPT	12	2 Std By	0	0	1Car	0	5	3	(1)	24
OCT	15	0	0	SB	1	1 CO mon	1	0	0	19
NOV										
DEC										
YR TOTALS To Date	99	5	3	3	10	3	14	4	(2)	143

In Sept and Oct., we provide medical stand by for our home football games, which also gives the kids an opportunity to get to know us better. We have a lot of students interested in sports this year. It is always worthwhile to support their efforts!

October was Public Ed month, where we visit the school and offer education on fire safety. We had lots of information to hand out to help students learn how to be safe in emergencies and fire prevention. The kids all get to experience seeing the fire trucks, equipment and fire fighters dressed in all their firefighting gear. This proves vital in teaching children to trust us and come out from hiding in a fire and go to the firefighters when we are searching for them.

October is also our big Halloween open house party for all the trick or treaters and their parents and family. We have been doing this now for over 18 years and each year it grows and gets better. We provide a safe, warm and dry place where children (of all ages) can celebrate and enjoy Halloween in their favorite costumes, or come as you are. Lots of treats, prizes, safety items, candy and pizza! This year we had 142 children attend, with many parents, with 12 of our Volunteers helping.

We are making progress on getting the (new to us) Engine from Dallas, equipped and soon ready to be put in service. Our plan will be to formally put it on line the first of December with a brief firehouse traditional ceremony. Also, during that night, we are excited to announce that we will be promoting three very deserving, hard working and dedicated volunteers to the rank of Captain! More info next month. Happy Thanksgiving to your and your families!

Thank you for all of your hard work and continued support for our fire department and our community!

Prepared by Sharon Volk Greve, Assistant Chief

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and our community!***

Prepared by Sharon Volk Greve, Assistant Chief



Public Works Report October of 2025

Administration

Normal operations.

Water Division

Normal operations.

Sewer Division

Normal operations.

Streets Division

Normal operations.

Parks & Cemeteries Division

Normal operations.

Non-Sewer Wastewater Division (TMDL)

Normal operations.



City of Falls City
299 Mill Street
Falls City, OR 97344
Ph 503.787.3631

City Manager's Report Dec. 1, 2025

Introduction

November saw ongoing progress from the three major contractors and several subcontractors trying to bring their various infrastructure projects to a close. Though there were a few disruptions due to scheduling issues with utility companies and subcontractors, key milestones were achieved that moved each project closer to the finishing line. The near-completion of the Lagoon project will have start-up testing and switch over preparation beginning at the end of the month, ensuring that once the start-up process begins it goes smoothly. The water mainline as well as Safe Routes to School projects are continuing to progress steadily, in spite of some challenges with utility providers. These projects, once completed, will improve the quality of life in Falls City through better service delivery of water, wastewater and transportation.

Wastewater Project – The regular meetings with Strider Construction and our contract engineers are still on a tri-weekly schedule as work is progressing steadily at the lagoon site, and within city limits. The main items that need attention are the troubleshooting of the computer controlling modules to resolve compatibility challenges. The testing of this computer module, which is key in the operation, will happen in December to ensure that everything is ready for switch-over. Once the new modules are in synch, both facilities will be ready for continuity testing by the end of December, gradually switching the service over and then moving onto the demolition of the decommissioned facilities (old treatment equipment, the gravel filter and recirculating tank). The couple of plumbing issues flagged for remediation during the most recent inspection will be completed by the beginning of December.

Code Enforcement – Our Code Enforcement Officer continues to coordinate with the Polk County Sheriff's Office Deputy to address several code compliance instances. In particular, work is continuing on getting the Ellis Street non-compliance issue of accumulating garbage under control and is working directly with property owners on mitigation. The latest estimate for the clean-up is \$3,500 and we are working on a timeline to expedite that before the Fall's rains. The City Council will deliberate on an Intergovernmental Agreement to contract with the City of Dallas for municipal court services, to handle non-compliance cases.

Water Rate Study –

As part of the ongoing Water Mainline Replacement project, the city is conducting a Water Rate Study with Donovan Consulting, the same company that assisted the city with its Wastewater Rate Study for the lagoon project. Since the scope of the project is smaller and the number of water customers is higher, the water rate increase will be much smaller than for the sewer rate. Mr. Donovan will present his findings at the December council meeting, at which time the council will be able to ask questions about the rate increase that will complement the water

Note: If you have questions/concerns, please respond to me individually by email, phone, or in person. This way we avoid violating any public meetings laws with a "reply all" response, or multiple councilors discussing on the same thread.

mainline project. At that time, discussion on future water conservation, and a tiered rate system to discourage overuse will take place.

Upper Park Trees – The city contractor to cut the trees in the park has finished the work and has placed several firewood logs at the top of the park for the community to use. The park has reopened fully for community members.

Town Hall Meeting – Next Town Hall Meeting is planned for Monday, January 13 at 6:00pm.

Summer 2025 Infrastructure Construction Projects –

Safe Routes to School Pedestrian Island and Path Project:

- North Santiam Paving has resumed road work on the 3-way intersection at Bridge/N. Main/Mitchell focusing on the sidewalk on Mitchell St. as well as the pedestrian island in the middle of the intersection
- Due to scheduling delays in coordinating with the telecom companies, construction is slated to continue until the middle of December

Water Mainline Replacement Project:

- Trench Line Excavation Inc. has replaced several failing water lines at:
- Hopkins Avenue, portions of 2nd, 3rd, 4th Streets, Pine Street, alley between Pine Street & N. Main Street, and Estelle, Clark, East Clark, and Forest View Lane, Hopkins Avenue, Estelle, Clark & East Clark
- Current work is focused on the alleyway between 2nd and 3rd Street
- Business Oregon has approved additional water lines for replacement, therefore work will continue for an additional 2-3 months at the following locations: Parry Road, Fairview & Terrace Street, Mill Street, Pine Street and 1st/2nd Street connection

Sincerely,



AGENDA REPORT

TO: CITY COUNCIL
FROM: CITY MANAGER FOSCOLI
SUBJECT: MUNICIPAL COURT SERVICE INTERGOVERNMENTAL AGREEMENT
DATE: DECEMBER 1, 2025

BACKGROUND

The City of Falls City has in the past year and a half restarted a code enforcement program to ensure the health and safety of its residents. Though our code enforcement officer has worked diligently in getting voluntary compliance for various code infractions, staff has reached a point where municipal court services are needed to establish legal penalties for recurring non-compliance cases. As the city had a Municipal Court Intergovernmental Agreement with the city of Dallas in the past, it is looking at enter into a new one starting in January.

SUMMARY

Falls City has been in continuing discussions with Dallas city staff for the possibility of Falls City resuming municipal court services, by holding official proceedings at Dallas' municipal court. This service is a necessary step to enhancing the code services program in Falls City, so that any non-compliance issues/citations have the proper legal venue to be adjudicated. The City of Dallas has graciously offered a proposal (Attachment A) to provide court services to process non-compliance cases in Falls City. As the City of Dallas' proposal is within the current adopted budget for code services, and could be implemented within 30 days of execution, it would be beneficial to the community to enter into the agreement with the City of Dallas for the remainder of the fiscal year. Upon successful review of the program, to be undertaken within the Fiscal Year 2025-26 budget calendar timeframe, a code services Intergovernmental Agreement could be renewed annually in line with the fiscal year.

STAFF RECOMMENDATION

Staff recommend entering into a Municipal Court Service Intergovernmental Agreement with the City of Dallas for the remainder of the current fiscal year 2025-26, pending approval from the City of Dallas City Council.

PROPOSED MOTION

Recommend a motion to direct the City Manager to sign a Municipal Court Service Intergovernmental Agreement with the City of Dallas for the remainder of the current fiscal year 2025-26.

ATTACHMENTS

Attachment A – City of Dallas Municipal Court Service Intergovernmental Agreement Proposal

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FALLS CITY
AND THE CITY OF DALLAS FOR THE PROVISION OF MUNICIPAL COURT
AND RELATED SERVICES

This Agreement is made and entered into by the City of Falls City (hereinafter "Falls City"), an Oregon municipal corporation and the City of Dallas (hereinafter "Dallas"), an Oregon municipal corporation.

RECITALS

- A. Falls City wishes to enter an intergovernmental agreement with Dallas for the provision of municipal court services.
- B. Dallas maintains a municipal court (hereinafter "Dallas Municipal Court") and has the capacity to provide such services on the terms and conditions set forth in this Agreement.
- C. The parties have authority to enter into this intergovernmental agreement pursuant to the powers contained in their respective Charters, ORS 190.010, and ORS 221.355.

AGREEMENT

Now, with the recitals above acknowledged and incorporated herein, it is agreed by and between the parties as follows:

1. SERVICES PROVIDED

Dallas agrees to provide municipal court services to Falls City. The services shall encompass all duties and functions of the type customarily provided by a Municipal Court under the Falls City Charter, Falls City Municipal Code, and the statutes of the State of Oregon. Such services shall include those involved in the field of court administration, judicial services, and related services, which are within the legal power of an Oregon Municipal Court to provide.

Specifically, Dallas Municipal Court shall oversee and operate the judicial enforcement of the laws of the State of Oregon and the Falls City Municipal Code within the jurisdiction of the City of Falls City and provide all judicial services related thereto. In performing these services, the Dallas Municipal Court will act as the Falls City Municipal Court and handle all court functions on behalf of Falls City.

Dallas shall provide prosecuting attorney services for Falls City through its own prosecuting attorney.

2. DELEGATION OF AUTHORITY

The Dallas Municipal Court judge is hereby authorized to provide judicial services to Falls City and shall have all judicial jurisdiction, authority, powers, functions and duties of the municipal court of Falls City and the judges thereof with respect to all and any violations of the charter or ordinances of Falls City and the prosecution of misdemeanor crimes that are within the concurrent jurisdiction of the Falls City Municipal Court, pursuant to ORS 221.339.

3. EMPLOYEES

All Dallas Municipal Court staff employed in the performance of this Agreement shall be employees of Dallas, and Dallas shall remain fully responsible for all taxes, assessments, fees, premiums, wage withholdings, and other direct and indirect compensation, benefits, related obligations with respect to its own employees.

4. PROCEEDS OF FINES AND FEES; COSTS OF SERVICES

Subject to the provisions of ORS 153.640 to 153.680, all fines, costs and forfeited security deposits; collected by the Dallas Municipal Court from prosecutions of offenses and violations occurring within the corporate limits of Falls City shall be divided between the two parties, with 65% of the net fines distributed to Falls City and 35% of the net fines distributed to Dallas. Net fines are fines collected, less statutory distributions to other parties under ORS Chapter 153.

Dallas shall provide a quarterly accounting of the fine proceeds and distribution of such proceeds. All tow impoundment fees shall be retained by Falls City.

In addition, Falls City shall pay monthly for the services listed in the rate schedule attached hereto as Exhibit A.

Upon 60 days prior written notice, the rates established in Exhibit A may be updated not more than once per calendar year by Dallas. Within 30 days of receiving written notice from Dallas of a change to Exhibit A, and notwithstanding Section 7, if the adjustment to Exhibit A by Dallas is not acceptable to Falls City, Falls City may terminate this Agreement, with such termination taking effect 30 days after Falls City written notice of termination.

5. FELONY CRIMES

The parties agree that all arrests for felony crimes and other serious violations of the law, as determined by the investigating law enforcement agency, will be presented to the District attorney for Polk County, for trial in the appropriate circuit court, and the court and law enforcement agencies will be entitled to all portions of fines, forfeitures, and other fees normally retained by them.

6. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective upon the date of execution and shall continue in force subject to termination under Section 7 of this Agreement.

7. TERMINATION

This Agreement may be terminated by either party without cause upon giving a 180 days' prior written notice to terminate; provided, that distribution of the proceeds of fines and payment of all fees authorized under this agreement that are distributable or payable after the date of termination shall survive the termination of this Agreement.

8. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

9. COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, both parties shall comply with all Federal, state, and local laws applicable to the work under this Agreement.

10. INDEMNIFICATION

In accordance with the Oregon Constitution and the Oregon Tort Claims Act, to the maximum extent permitted by law, the parties shall hold and save each other, their officers, agents, and employees, harmless and shall defend and indemnify each other from any claims for damages to property or injury to.

11. AMENDMENTS

To be effective, any amendment to this Agreement must be approved by each party and signed by an authorized representative of each party.

12. ASSIGNMENT

Neither party shall assign this Agreement, in whole or part of, or any right or obligation hereunder, without prior written approval of the other party.

13. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in force and shall in no way be effected or invalidated thereby.

14. COMPLETE AGREEMENT

This Agreement and attached exhibit constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change if made, shall be effective only in specific instances and for specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

15. COUNTERPARTS

This Agreement may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed

one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

CITY OF DALLAS

CITY OF FALLS CITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A - Rate Schedule for Services

Judge \$270.00 per court date (may be multiple hearings on one date)

Prosecuting Attorney \$125.00 per hour (as needed)

Interpreter \$122.00 per court date (min) - cost to be split between parties

Court Clerk \$12 per case

Rates are based on scheduling Falls City court dates on the same date as Dallas.

Cost for Court Clerk covers preparing cases and court time.