

**City of Rainier**  
**Regular City Council Meeting**  
**September 12, 2022**  
**6 p.m.**  
**Rainier City Hall**

Mayor Jerry Cole called the council meeting to order at 6:01 p.m.

**Council Present:** Connie Budge, Scott Cooper, Jeremy Howell, Mike Kreger, Levi Richardson and Denise Watson

**Council Absent:** Robert duPlessis

**City Attorney Present:** No

**City Staff Present:** Sarah Blodgett, City Recorder; Gregg Griffith, Police Chief; W. Scott Jorgensen, City Administrator; Sue Lawrence, Public Works Director

**Flag Salute**

**Additions/Deletions from the Agenda:** Public Works Director Sue Lawrence said she wanted to add a vehicle purchase to the agenda. Council President Mike Kreger moved to add vehicle purchase to the agenda. That motion was seconded by Councilor Scott Cooper and adopted unanimously.

**Mayor's Address:** Mayor Jerry Cole took a moment to recognize the tremendous loss resulting from the events of September 11, 2001.

**Visitor Comments:** Ron Roche said that he contracted with a plumber to have a line replaced 169 feet from his house in July. A break was found and he had it repaired but it was still clogged. Some excavation was done and an old part of the curb was discovered against the lateral line and was digging into it, which caused the hole to occur. He looked into which repairs had been done by the city and county near 4<sup>th</sup> and D streets and reviewed the city code to see who was responsible for what. Roche incurred costs and filed a claim with the city's insurance. That claim was denied. The repair work he had done totaled nearly \$30,000. He presented council with a letter from his attorney asking that the city cover those costs. Cole said he would have the city attorney review the materials Roche presented. Gary Skoch said he filed written complaints about two of his neighbors. One had litter around their property and Officer Phillip George called him to follow up on it. Another neighbor has a rooster and put up wind chimes. Skoch complained about the wind chimes and the noise they cause. Cole said the police department would work on those abatement issues.

**Consider Approval of the Consent Agenda**

Consider Approval of the July 25, 2022 Regular Council Meeting Minutes and Monthly Financial Statements— Kreger moved to approve the consent agenda. That motion was seconded by Councilor Denise Watson and adopted unanimously, with Cooper abstaining.

**New Business**

- a. Columbia Economic Team Small Business Development Center Update—SBDC

Director Jason Moon said many businesses requested assistance during COVID. The CET approached cities in the county and they've all pledged to contribute to the startup funding for the SBDC. Congresswoman Suzanne Bonamici secured federal funding for it. The SBDC works with businesses on advertising, plan development, loan packaging, marketing, accounting, regulations and hiring management. It has thus far advised dozens of clients and eight Rainier-based businesses. An advisory committee is being established and he would like to see one Rainier business represented on it.

b. Downtown Beautification

i. Columbia County 2023 Mural Trail Project—Sierra Trass with Keep it Local

Columbia County said that Vernonia did a project, has murals now and is blossoming as a result. She would like to do something similar countywide. The project is being developed. At this point, the idea is to apply for external funding and then invite applications. She envisions one mural in each city to promote local businesses. The Rainier Chamber of Commerce is interested in participating and so are local artists. Jorgensen said that Country Financial hired an artist to do a mural on its wall. There are about half a dozen businesses that are interested in having murals and some have reached out to the artist who did the mural for Country Financial. Other business owners have told him they would participate in a mural project if some assistance was offered.

ii. Banners—Cooper moved to approve the bid for the banners. That motion was seconded by Kreger and adopted unanimously.

iii. Mosaic Art—Jorgensen said there's a new mosaic business in town. Perhaps mosaic art could be incorporated into downtown beautification efforts, with businesses having it in their storefronts.

c. Contract Agreement for Land Use Consulting Services with Urling Planning

Associates—Jorgensen explained that the council recently renewed its contract with the Cowlitz-Wahkiakum Council of Governments (CWCOG) for planning services. But he was informed that the CWCOG is having a hard time finding a planner to fulfill the terms of the contract. Skip Urling had previously worked for the CWCOG as the city's contract planner and is willing to provide those services. Councilor Connie Budge moved to approve the contract. That motion was seconded by Kreger and adopted unanimously.

d. Senior Center Agreement—Jorgensen explained that the current lease agreement is about to expire. The updated agreement was the product of much collaboration between himself, Senior Center Director Jan Rich, Cooper, Lawrence and the city's insurance agent and attorney. Kreger moved to approve the agreement. That motion was seconded by Councilor Jeremy Howell and adopted unanimously, with Cooper, Budge and Councilor Levi Richardson abstaining.

e. Appointments to Senior and Multigenerational Housing Committee—Kreger moved to appoint Mike Avent, Randall Johnstun, Paul Langner and Paul Rice to the committee. That motion was seconded by Cooper and adopted unanimously.

f. Library Board Appointment—Kreger moved to appoint Rosemary Scandale to the board. That motion was seconded by Watson and adopted unanimously.

g. RFP for Integrator of Record—Lawrence said the RFP was advertised and a bid was received from The Automation Group. She recommends approval. Kreger moved to approve the proposal. That motion was seconded by Budge and adopted unanimously.

h. SCADA System Computer Replacement—Lawrence said the current system broke down and she's trying to replace the hard drive. She received a quote from The Automation Group for \$3158. Budge asked what part of the budget this would come out of. Lawrence said it would be covered under the project site improvements line item

under the water capital fund. Budge moved to approve the replacement. That motion was seconded by Kreger and adopted unanimously.

- i. City Hall Assessment—Lawrence said she is putting together a plan to make some improvements to the building. She received a proposal from an architectural services firm. Council agreed by consensus to table the matter for now and have a discussion at its next meeting to prioritize the improvements.
- j. Vehicle Purchase—Lawrence said a public works vehicle is in need of immediate replacement. She recommends purchasing a Chevy Colorado for \$32,000. That dealership will take the city’s old vehicle as a trade in. The purchase will be covered through a vehicle replacement line item in the budget. Budge moved to approve the purchase. That motion was seconded by Kreger and adopted unanimously.

### **Unfinished Business**

- a. Fox Creek Update
- b. League of Oregon Cities Legislative Priorities—Jorgensen reported that the LOC board of directors recently voted on the organization’s priorities for the 2023 legislative session. Council had previously voted for addressing Measure 110 shortcomings and full funding and alignment for state land use initiatives, and both of those were among the LOC’s top eight priorities.

**8. Staff Report**—Lawrence said the smoke tests that council previously approved are scheduled to take place between September 26 and October 7. Of the 23 security cameras that were ordered, 18 have been installed. Jorgensen said he spent much time working on the senior center agreement, attended a tour of the Oregon Manufacturing Innovation Center in Scappoose and a League of Oregon Small Cities meeting in Clatskanie, performed election duties, attended the recent library board meeting and tagged the abandoned vessel that had been on the beach as an imminent threat to public health and safety. Following a hearing, the city’s municipal court judge ruled that the city followed the proper procedures and applicable state statutes in conducting the seizure.

**9. Council Reports**—Cooper reported that the senior center needs volunteer drivers. Watson said she met with City Forester Patrick McCoy and toured the watershed. Trail cameras and new locks are needed. Budge said she’s been meeting with the library board. That group is working on a community needs survey and will then start on updating the library’s strategic plan and forming a friends of the library group to raise money for programs.

### **10. City Calendar/Announcements**

Cole adjourned the regular council meeting at 7:49 p.m.

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Mayor Jerry Cole

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W. Scott Jorgensen, City Administrator

**APPLICATION FOR SERVING ON  
CITIZEN ADVISORY BOARDS/COMMITTEES  
CITY OF RAINIER**

Date: 9-20-22

Name: Nina Pogue

Mailing Address: P.O. Box 657 Rainier, OR 97048

Street Address: 169 East A St, Rainier, OR 97048

Phone Number: 360 442-3927

Email Address: hometown.pizza510@gmail.com

Length of Residency in Rainier: 3 yrs - 6 months

Are You a Registered Voter in the City of Rainier? \_\_\_\_\_

I am interested in serving on one or more of the following Boards/Committees of the City of Rainier: (See back for descriptions.)

- |  |   |
|--|---|
| <input type="checkbox"/> City Council                    | <input checked="" type="checkbox"/> Planning Commission (volunteer) |
| <input type="checkbox"/> Library Board (volunteer)       | <input type="checkbox"/> Budget Committee (volunteer)               |
| <input type="checkbox"/> Park Advisory Group (volunteer) | <input type="checkbox"/> 'A' Street Advisory Committee (volunteer)  |

1. Why are you interested in serving on this Board or Committee?

I like being involved

2. What strengths do you possess to contribute to this Board or Committee?

Communicative & receptive

3. Do you have previous or current experience in community affairs? If so, please explain.

Previous experience

*Thank you for completing this questionnaire and your interest in serving your community.*

**VEHICLE BUYER'S ORDER**

DATE 09/21/2022

BUD CLARY CHEVROLET INC

1030 Commerce Ave Longview, WA 98632

BUYER CITY OF RAINIER RES. PHONE ( (503)556-9144 ) BUS. PHONE ( (503)556-7301 )  
 ADDRESS PO BOX 100 CITY RAINIER COUNTY N/A STATE OR ZIP 97048

STOCK NO.	YEAR	NEW	USED	COLOR	MAKE	MODEL	VIN NUMBER
L220302	2022	X		SUMMIT WHTI	CHEVROLET	COLORADO	1GCHTBEA6N1202690
Title Brands/Comments (if applicable): <u>REBUILT</u> <u>JUNK</u> <u>SALVAGE/REBUILT</u> <u>DESTROYED</u> <u>OTHER</u>							

LICENSE NO. WA: <u>N/A</u>	TAB: _____	EXP: _____
ODOMETER READING		<u>5</u>

The owner of a vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle dealer, the dealer is not warranting that this vehicle will pass any emission tests required by federal or state law.

X \_\_\_\_\_  
 SIGNATURE (DO NOT INITIAL)

**NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE:**

\_\_\_\_\_ an "on/off switch" has been installed on the airbag(s)  
 \_\_\_\_\_ the airbag(s) have been deactivated

A. USED VEHICLE TRADE-IN				
YEAR	<u>2006</u>	MAKE	<u>CHEVROLET TRUC</u>	MODEL <u>COLORADO</u>
MILEAGE	<u>70,724</u>	VIN#	<u>1GCDT198068261954</u>	
BALANCE OWED TO: <u>N/A</u>				
LIENHOLDER'S ADDRESS <u>undefined undefined, undefined undefined</u>				
B. SECOND VEHICLE TRADE-IN				
YEAR	<u>N/A</u>	MAKE	<u>N/A</u>	MODEL <u>N/A</u>
MILEAGE	<u>N/A</u>	VIN#	<u>N/A</u>	
BALANCE OWED TO: <u>N/A</u>				
LIENHOLDER'S ADDRESS <u>N/A</u>				
Gross trade-in allowance for (A)	\$	<u>1,500.00</u>		
Less estimated balance owed on (A)	\$	<u>N/A</u>		
Gross trade-in allowance for (B)	\$	<u>N/A</u>		
Less estimated balance owed on (B)	\$	<u>N/A</u>		
*ESTIMATED NET ALLOWANCE ON TRADE-IN(S):	\$	<u>1,500.00</u>		
(carry over to line 6)				
*Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall, at the option of the Dealer, be added to the total cash price of the vehicle and shall be paid to the dealer on request or added to the amount being financed.				
X _____ SIGNATURE (DO NOT INITIAL)				

1. BASE PRICE OF VEHICLE	30,413.00
2. DEALER ADDED OPTIONS:	
3. BASE PRICE OF VEHICLE AND OPTIONS (1 PLUS 2)	30,413.00
4. ESTIMATED Vehicle Excise Tax, License, Title and Registration Fees, Bank Title Lien Release Fee \$ <u>N/A</u> (including \$3.00 Arbitration Fee on New Cars) (\$2.50 Dealer Administrative Fee)	N/A
5. DOWN PAYMENT (Not receipt for cash received.)	(A) CASH <u>N/A</u> (B) REBATE <u>N/A</u>
6. ESTIMATED Net Trade-In Allowance	1,500.00
7. TOTAL CREDITS (5 + 6)	1,500.00
8. SALES TAX [Calculated on the difference between Cash Price of Vehicle and Options (Line 3 above) and Gross Trade-in Allowance]	N/A
9. DOCUMENTARY SERVICES FEE	N/A
10. SERVICE CONTRACT	N/A
11. MAINTENANCE CONTRACT	N/A
12. SALES TAX [For Service Contract and/or Maintenance Contract]	N/A
13. INSURANCE (Life, Disability, etc.)	N/A
14. OTHER <u>N/A</u>	N/A
15. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 8 + 9 + 10 + 11 + 12 + 13 + 14)	30,413.00
16. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (15 - 7)	28,913.00
17. UNPAID BALANCE - AMOUNT FINANCED (15 - 7)	28,913.00

**FINANCING CONDITION** IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS BUYER'S ORDER (COLLECTIVELY, THE "AGREEMENT"), THE AGREEMENT IS BINDING UPON EXECUTION, PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE BUYER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE BUYER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES BUYER OF SUCH DISAPPROVAL, THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 6 ON THE REVERSE SIDE HEREOF.

**ARBITRATION PROVISION** THIS ARBITRATION PROVISION GREATLY AFFECTS YOUR LEGAL RIGHTS IN ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY BEFORE SIGNING.

- YOU OR WE SHALL, SUBJECT TO THE TERMS HEREOF, HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

All disputes between the Parties and/or their designees ("Parties"), whether in contract, tort or otherwise - including the interpretation and scope of this provision, and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, that arise out of or relate to this Agreement or any resulting transactions shall, at your or our election, be resolved by neutral, binding arbitration, and not by a court action, in accordance with the laws of the State of Washington. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the Parties do not agree on a single arbitrator within ten (10) days following demand therefore, then the arbitrator shall be appointed by Washington Arbitration & Mediations Service. The Parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either, and that any dispute between the Parties will not be heard and decided by a judge or jury.

You are responsible for the cost of the arbitration filing fee up to the amount of the filing fee for Superior Court. We will pay any balance of the arbitration filing fee in excess of that amount, and are also responsible for paying any arbitration costs you would not otherwise be responsible for had you filed your claim in Superior Court. We are not required to pay any costs or fees you would otherwise be required to pay had you filed your claim in Superior Court, including but not limited to: deposition fees, expert and fact witness fees, attorney's fees (not otherwise recoverable as specifically provided for but limited by statute), reproduction costs, and costs related to electronic discovery. The arbitrator's decision and/or award shall be final and binding on all parties, and may be sued upon or enforced in any court of competent jurisdiction.

You and we retain the right to self-help remedies, such as repossession, and the right to seek remedies in either bankruptcy court or small claims court for disputes within those courts' jurisdiction, unless such action is transferred, removed, or appealed to a different court. This clause shall survive any termination, payoff, or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

**Notwithstanding this provision, buyers covered by the Military Lending Act are not obligated to engage in arbitration.**

By setting forth his or her initials, Buyer acknowledges that this Buyer's Order contains the above arbitration provision, and agrees that he or she has read and agrees to the same: BUYER \_\_\_\_\_ CO-BUYER \_\_\_\_\_

**BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF, THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HERewith, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM OF THE VEHICLE IS ALSO A PART OF THIS ORDER AND OVERRIDES ANY CONTRARY PROVISIONS OF THIS ORDER.**

X \_\_\_\_\_ 09/21/2022 \_\_\_\_\_  
 Buyer's Signature Date Dealer or Dealer's Authorized Representative

X \_\_\_\_\_  
 Co-Buyer's Signature Date FLEET - FINANCE Salesperson's Name

## ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. **BUYER'S WARRANTIES.** BUYER MAKES THE FOLLOWING WARRANTIES CONCERNING THE TRADE-IN VEHICLE(S) LISTED ON THE FRONT SIDE OF THIS DOCUMENT:
  - A. That the vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden mechanical defects or hidden defects in the body or chassis;
  - B. That other than the creditor lien for the stated payoff balance, the title to the trade-in vehicle is free and clear of any other liens or encumbrances, and that Buyer is the registered owner of said vehicle and agrees to deliver to Dealer satisfactory evidence of title to said vehicle;
  - C. That the certificate of title for said vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," or "FLOOD;"
  - D. That the airbag(s) is/are intact and have not been deployed, deactivated, tampered with, repaired, or otherwise altered in any way, and that no airbag "on/off switch" has been installed;
  - E. That the trade-in vehicle has not been determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Washington or any other state;
  - F. That the vehicle's emission control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;
  - G. That the vehicle has never sustained flood or water damage;
  - H. That the odometer on the vehicle has not been rolled back or otherwise tampered with, and that the mileage reflected on the odometer is the actual mileage on the vehicle

Buyer acknowledges that Dealer is relying on the foregoing warranties and that without such warranties, Dealer would not be purchasing the trade-in vehicle(s). Buyer further acknowledges that a breach of any of the foregoing warranties entitles Dealer to rescind this Buyer's Order and/or to recover from Buyer any damages sustained by Dealer resulting from said breach, including attorney's fees and costs.

The dollar amount specified as the trade-in allowance may be renegotiated and adjusted in the event that: (1) The Buyer fails to disclose that the certificate of ownership or certificate of title for the trade-in vehicle has been branded for any reason, including but not limited to: its status as a "Rebuilt," "Salvage," or "Lemon Law Repurchase" vehicle; or (2) The trade-in vehicle has substantial physical damage or a latent mechanical defect which occurred before the dealer took possession of the vehicle and which could not have been reasonably discoverable at the time the order, offer or contract was made; or (3) There are excessive additional miles on the trade-in vehicle(s) or there is a discrepancy in the mileage as defined in RCW 46.70.180(4)(b); provided, however, that such does not preclude either party from asserting any other claims or defenses available to them.

2. **PRICE CHANGES.** The manufacturer has reserved the right to change the price of new motor vehicles, including the price of factory-installed options, without notice. In the event that the price of the new car ordered hereunder is so changed, the cash delivered price, which is based on the list price effective on the day of delivery, will govern in this transaction. If the cash delivered price is increased as a result of the manufacturer's change in the price, Buyer may, if dissatisfied with such increased price, cancel this order. The Dealer shall retain the option to void this order if Buyer does not agree to the adjusted price.
3. **CHANGE OF DESIGN.** The manufacturer has the right to make any changes in the model or design of any accessories and/or parts of any new motor vehicle at any time without notice. In the event of any such changes, neither Dealer nor manufacturer shall be obligated to make corresponding changes in the vehicle covered by this order, either before or subsequent to the delivery of such vehicle to Buyer.
4. **DELAYS IN DELIVERY.** Dealer shall not be liable for failure to deliver or delay in delivering the vehicle covered by this order where such failure or delay is due to or caused, in whole or in part, by the manufacturer, accidents, strikes, fires or other causes beyond the control of the Dealer.
5. **FACTORY WARRANTY.** If any new or used vehicle is subject to an existing manufacturer's warranty, that warranty is made by the manufacturer only and runs directly from the manufacturer to Buyer.
6. **DENIAL OF FINANCING APPROVAL.** If for any reason financing approval is not given, or this Agreement is declared void, this section applies. You will return the vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. If you fail to return the Vehicle within 24 hours of our request, you acknowledge that we may retake immediate possession of the Vehicle and you agree to pay us (i) all reasonable expenses we incur in connection with retaking the Vehicle, (ii) the greater of \$.30 per mile or \$30 per day for your use of the Vehicle from the date of your possession of it, and (iii) property damage claims, attorney fees, and other sums to the extent permitted by applicable law.
7. **LIMITATION ON WARRANTIES.** On used motor vehicles, Dealer makes no express warranties except as may be set forth in any written limited warranty granted to Buyer. As to the implied warranties of merchantability and fitness, the same shall be modified, disclaimed or excluded as provided in a separate writing furnished to Buyer by Dealer in the form of a Limited Warranty or a Disclaimer of Warranties. The terms of such Limited Warranty or Disclaimer of Warranties shall control and thereby affect any implied warranties, and such terms and conditions are hereby made a part of this order and are incorporated herein by reference. Further, the applicability of any existing manufacturer's warranty on the used motor vehicle, if any, shall be determined solely by the terms of such warranty.
8. **BUYER'S OBLIGATIONS.** Buyer shall execute an odometer disclosure statement pertaining to Buyer's trade-in vehicle(s) as required by law. Buyer agrees and acknowledges that any misrepresentation on said odometer statement will constitute a breach of this agreement by Buyer and entitles Dealer to pursue all remedies allowed by law or, at Dealer's option, to cancel this agreement. Further, in the event the vehicle purchase referred to in this order is to be financed, Buyer herein, before or at the time of delivery of the vehicle ordered, and in accordance with the terms and conditions of payment indicated on the front side of this order, agrees to execute a retail installment contract or security agreement for the purchase of such vehicle. Buyer agrees that any misrepresentation on any credit application provided by Buyer with respect hereto shall constitute a breach of this Agreement.
9. **SECURITY INTEREST.** Buyer hereby grants to Dealer a security interest in the subject vehicle and in all additions, accessories, and all proceeds of insurance covering its loss, damage, or destruction, and in all service contracts and mechanical breakdown policies pertaining thereto. The security interest created hereby secures the payment of all debt Buyer owes to Dealer pursuant to and/or arising under this order, including but not limited to the purchase price of the subject vehicle. Seller retains this security interest provided for in this Buyer's Order notwithstanding assignment of any retail installment contract or other financing agreement (including the separate security interest provided for, and in addition to, that therein) to a third party.
10. **ATTORNEY'S FEES.** In the event either Buyer or Dealer shall seek the services of an attorney as a result of the breach of this agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of attorney's fees and costs incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy, Dealer shall be entitled to collect any and all attorney's fees incurred by Dealer with respect to such bankruptcy proceeding, including but not limited to seeking relief from stay or seeking reaffirmation of the debt.
11. **CONTROLLING LAW/VENUE.** This agreement shall be construed in accordance with the laws of the State of Washington. In any suit, action, or other proceeding arising out of this agreement, the parties agree that the venue for any such suit, action or proceeding shall be the county in which the Dealer's principal place of business is located.
12. **DOCUMENTARY SERVICE FEE.** The Documentary Service Fee is a negotiable fee.

City Administrator Report  
October 3, 2022 Rainier Council Meeting

Mayor Cole and Members of the Council,

On September 6, I testified in the city's municipal court regarding the seizure of an abandoned vessel. The judge affirmed the legality of the seizure.

I attended a Rainier Chamber of Commerce meeting September 8, met with the Oregon Office of Emergency Management (OEM) regarding grant funding opportunities for the Fox Creek project and did the exit interview with the city's contract auditing firm. The following day, I attended the Library Board meeting.

Columbia Economic Team held a board meeting September 13, and I participated. Three days later, I attended a meeting about the alternatives being considered for the Fox Creek project.

The senior center held an ice cream social September 19, and I went to that. Two days later, I participated in a discussion about a proposed economic development project and spoke with Oregon Senator Rachel Armitage about the city's legislative priorities.

Lastly, Sue and I met with officials from the Oregon Department of Transportation on September 26 to discuss the Fox Creek and Veterans Way projects.

Sincerely,

W. Scott Jorgensen, Executive MPA  
City Administrator