



## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: June 7, 2023

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Planning Division Report attached.

Business Licenses Report attached.

Email from Judy Thompson regarding meeting held by Steve Toschi.

# **CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT**



**To:** City Council  
**From:** Jacob A. Graichen, AICP, City Planner  
**cc:** Planning Commission

**Date:** 05.30.2023

This report does not indicate all *current planning* activities over the past report period. These are tasks, processing and administration of the Development Code which are a weekly if not daily responsibility. The Planning Commission agenda, available on the City's website, is a good indicator of *current planning* activities. The number of building permits issued is another good indicator as many require Development Code review prior to Building Official review.

**ASSOCIATE PLANNER/PROJECT MANAGER**—*In addition to routine tasks, the Associate Planner/Community Development Project Manager has been working on: See attached.*

## **PLANNING ADMINISTRATION—NOTEWORTHY ADMINISTRATIVE DECISIONS**

We responded to a Columbia County referral for a new midget racetrack at the fairgrounds (County file DR 23-08)—*see attached.*

## **PLANNING ADMINISTRATION—PREAPPLICATIONS MEETINGS**

Conducted a pre-application meeting for the new police station this month. We had to do this again because it is no longer a public safety facility, having been downsized due to cost.

Had a preliminary Q&A meeting for potential new use of the old Ralph's wrecking yard at 1955 Old Portland Road.

## **PLANNING ADMINISTRATION—MISC.**

Conducted the final inspection for the home at 150 Belton Way. I usually don't comment on dwelling finals in this report, but this one was preceded by a contentious land partition with appeals, so a noteworthy project conclusion.

Prepared Mercury TMDL information for our Engineering Department as they prepare for an upcoming report to DEQ for this. In this case it was an inventory of natural resources and significant sites to be protected related to Oregon's Statewide Land Use Planning Goals 5, 6 and 7.

Conducted final inspection for building F of the Broadleaf Arbor (Gable Road apartments) development. D (community building) and E (multi-family building) inspected previously. F would be the 3<sup>rd</sup> of ten buildings.

Trying to facilitate donation of land from the landowner who did the Columbia Commons Subdivision of some vacant lots near the US30/Pittsburg Road intersection.

Continuing the HB 3115 "marathon." Preparation of final adoption materials for June.

## **DEVELOPMENT CODE ENFORCEMENT**

A little bit of political sign enforcement.

## **PLANNING COMMISSION (& *acting* HISTORIC LANDMARKS COMMISSION)**

May 9, 2023 meeting (outcome): The Commission approved a Site Development Review modification/Variance for the Skinny's Texaco complex parking lot addition that was not constructed to the approved plan. Some additional improvements will be required.

**\*\*note to self – remember this for the next semi-annual department report for before and after photos\*\***

The Commission also held a public hearing for an appeal of a Sensitive Lands Permit for a large retaining wall of a lot along the 200 block of N. 15<sup>th</sup> Street. The public hearing was left open for written testimony. The Commission will deliberate on this matter at their June meeting.

The Commission approved architectural changes to the mixed-use building proposal on the corner of N. 6<sup>th</sup> Street and Columbia Boulevard, which was a condition of approval.

Brief, and probably(?), final discussion on HB 3115.

June 13, 2023 meeting (upcoming): The Commission will deliberate on the Sensitive Lands Permit noted in the May meeting. Perhaps other matters.

## **COUNCIL ACTIONS RELATED TO LAND USE**

The Council considered the Planning Commission's recommendation regarding Oregon HB 3115 and provided direction to staff to do something different, but within incorporation of some aspects of the Commission's work. The Commission draft has many legal problems per out legal counsel. Ordinance forthcoming in June. We are at the midnight hour on this now, having a deadline of July 1<sup>st</sup> to have the new law in effect.

## **GEOGRAPHIC INFORMATION SYSTEMS (GIS)**

Data updates this month.

## **ST. HELENS INDUSTRIAL BUSINESS PARK PROPERTY**

We are going to process the land partition to create the PGE parcel for their substation.

**From:** [Jennifer Dimsho](#)  
**To:** [Jacob Graichen](#)  
**Subject:** May Planning Department Report  
**Date:** Friday, May 26, 2023 11:42:52 AM

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Here are my additions to the May Planning Department Report.

## GRANTS

1. **Safe Routes to School - Columbia Blvd. Sidewalk Project** – Culvert project (County) will be a separate project than the sidewalks project. Will process a sensitive lands permit for this work as soon as property owner signs application. Construction on sidewalk to begin June/July 2023. County working through acquiring construction/slope easements for affected property owners.
2. **Business Oregon – Infrastructure Finance Authority** – Low-interest loan for Streets & Utilities Project and Columbia View Park improvements that are not covered by grants and Parks SDCs. Submitted our first amendment request (for scope of work modifications) and 1<sup>st</sup> reimbursement request which included over 30 invoices!
3. **Riverwalk Project (OPRD Grants x2)** – 100% design completed. Submitted for building permits for stage/picnic shelter on 5/15. Continued interpretive signage review meetings with the CCMA. Mayer/Reed Bid Assistance/Construction Mgmt scope of work approved on 5/3 CC meeting. Began preparing to bid the project with Engineering Dept.
4. **Community Development Block Grants (CDBG)** – Submitted application for \$2.5 million for a design-only project to fund sanitary sewer design/engineering/permitting. CDBG apps include over 30 attachments/narrative/budget/etc. Began fielding application questions from the CDBG grant review coordinators. This is a good sign!
5. **Certified Local Government Historic Preservation Grant Program** – Received our contract for 17k in funding. Mailed announcement letters to 93 eligible property owners. Updated project materials on website and coordinated social media outreach. Began answering questions from property owners about potential projects.
6. **DLCD Technical Assistance Program** – Grant cycle will likely open in August and closes in October. DLCD Regional Rep thinks updating our Economic Opportunities Analysis (EOA) could be funded. Compiled resources to assist with scoping our EOA update and writing our grant application this August.
7. **Veterans Memorial Grant Program** - In partnership with the local VFW, we submitted a grant to fund a flag/monument expansion at the McCormick Park veterans memorial. Grant was due March 31. Request was for \$33k, with a match \$28k of in-kind labor/management/VFW donations. Should find out in June if we are successful.
8. **ODOT Transportation Growth Management Grant** - Providing some assistance to Engineering reviewing TGM grant materials to fund a new Transportation Systems Plan (potentially). Our last TSP was from 2011 and the Engineering Department would like to initiate an update.

## PROJECTS & MISC

9. **Riverfront Streets/Utilities Project** – Attending weekly check-ins to stay in tune with project schedule and any construction delays/issues. Reviewed undergrounding final plans during 5/31 coordination meeting.

10. **S. 1<sup>st</sup> Street & St. Helens St. Gateway Project** – Prepared for and coordinated stakeholder group kickoff meeting with LCE on 4/28 and 2<sup>nd</sup> 30% plan review meeting on 5/24. Preparing for 3<sup>rd</sup> meeting to review rough 60% design plans on the week of June 20. 90% plans will go before PC during July 11 meeting. Anticipated completion date of design July 2023.
11. **St. Helens Industrial Business Park (SHIBP) Public Infrastructure Design** – 30% design for Phase I infrastructure & permitting/grading work for Phase II with Mackenzie. Mackenzie provided preliminary PT for PGE parcel. City will facility partition, PGE will prepare other land use applications. Kicked off Phase II grading work effort.
12. **Warrior Rock Lighthouse Replica Project** – Restoration of the warrior rock lighthouse replica on County-property near Columbia View Park. Councilor Sundeen was able to locate original Warrior Rock lighthouse plans! Coordinated a meeting with SHPO to discuss the 2023 Oregon Heritage grant opportunity which opens this August 2023. This could potentially fund the design and cost of materials for the replica, a kiosk, and signage. Work would be completed in-house by Public Works staff.
13. **Preserving Oregon Grant Review** - SHPO asked me to participate on the Preserving Oregon grant review committee which is a statewide historic preservation or archeological study grant. The grant review committee will meet on 6/7 from 8:30-2pm to select projects for funding. Prior to the meeting, I read through the scoring criteria and scored approximately ~23 grant applications.

Jenny Dimsho, AICP

Associate Planner / Community Development Project Manager

City of St. Helens

(503) 366-8207

[jdimsho@sthelensoregon.gov](mailto:jdimsho@sthelensoregon.gov)

COLUMBIA COUNTY  
LAND DEVELOPMENT SERVICES  
Planning Division  
COURTHOUSE  
ST. HELENS, OREGON 97051  
Phone: (503) 397-1501 Fax: (503) 366-3902

May 1, 2023

**REFERRAL AND ACKNOWLEDGMENT**

**Responding Agency:**

NOTICE IS HEREBY GIVEN that **Studio 3 Architecture**, representing **Columbia County Fairgrounds**, has submitted an application for a Design Review to add a race track and associated building structures. The subject property is located at 58892 Sausler Rd. The subject property is zoned Community Service – Institutional (CS-I). The site contains 34.93 acres and is identified as Tax Map No. 4201-00-03600. DR 23-08

THIS APPLICATION IS FOR: (X) Administrative Review; ( ) Planning Commission, Hearing Date:

PLEASE RETURN BY: **May 10, 2023**

Planner: **Jake Renney**

The enclosed application is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Planning Commission in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the staff report. Please comment below.

1. \_\_\_\_\_ We have reviewed the enclosed application and have no objection to its approval as submitted.
2. ☒ Please see attached letter or notes below for our comments.
3. \_\_\_\_\_ We are considering the proposal further and will have comments to you by \_\_\_\_\_.
4. \_\_\_\_\_ Our board must meet to consider this; we will return their comments to you by \_\_\_\_\_.
5. \_\_\_\_\_ Please contact our office so we may discuss this.
6. \_\_\_\_\_ We recommend denial of the application, for the reasons below:

COMMENTS: SEE ATTACHED MEMO DATED MAY 8, 2023

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CITY OF ST. HELENS PLANNING DEPARTMENT

# MEMORANDUM

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TO: Jake Renney, Planner, Columbia County  
FROM: Jacob A. Graichen, AICP, City Planner  
RE: Columbia County file DR 23-08  
DATE: May 8, 2023

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Please include the following conditions:

A general condition:

- No tree removal is allowed as it relates to this project.

As a condition of all plans subsequent to this Site Design Review:

- All final development plans shall include notation that no tree removal is allowed and that no cutting or filling is allowed within the dripline of trees. Work in close proximity to the tree area shall include posted signs and temporary barriers to alert workers of the need to avoid tree impacts.

-----basis for conditions and other comments/considerations below-----

### Zoning/Comprehensive Plan Designation:

The site has a city Comprehensive Plan designation of Unincorporated Public Lands, UPL. This designation is consistent with Columbia County ownership for the fairgrounds property and another parcel owned by CRPUD.

The creek that runs along the east side of the proposed midget track and the north side of the existing track is a riparian corridor inventoried in the St. Helens Comprehensive Plan. The stream/riparian area is identified as R-MC-16(b), which is a Type 2 riparian corridor and includes a 50' upland protection zone, an area protected from impacts including tree removal. The wooded area around the creek is within this protection zone area.

**Preserving the existing wooded area is supported by the St. Helens as noted. In addition, the CCZO supports this:**

CCZO 1562.B and C. The wooded area acts as a natural buffer and screen from nearby residential and rural uses. The property line along this project area is also the Urban Growth Boundary.

CCZO 1563.C. Natural areas and features are to be preserved. The applicant has expressed no need to use the wooded area around the creek and is an area subject to protection considerations identified in official plans.

The applicant notes the emphasis of volunteer efforts for this project. This is great, but volunteers can come and go or are simply not always up to speed on all details. Even professional developers have problems with this. Further, conditions of approval in a staff report are not always read by contractors, or those responsible for physical work. This is why we recommended the conditions of approval described above. Using the drip line is based on comparable language in CCZO 1562.A.1.



**COLUMBIA COUNTY  
LAND DEVELOPMENT SERVICES**

COURTHOUSE  
230 STRAND  
ST. HELENS, OREGON 97051  
(503) 397-1501

General Application

File No. DR 23-08

**GENERAL LAND USE PERMIT APPLICATION**

**TYPE OF PERMIT:**        Zone Change        Temporary Permit  
  X   Site Design Review        Resource Management Plan

Other: \_\_\_\_\_

Oregon Raceway Quarter Midget Association (ORQMA)

**APPLICANT: Name:** c/o Gene Bolante, AIA Studio 3 Architecture

Mailing address: 275 Court Street NE Salem, OR 97301

Phone No.: Office 503-390-6500 Home \_\_\_\_\_

Are you the \_\_\_\_\_ property owner?   X   owner's agent?

**PROPERTY OWNER:**        same as above, OR:

Name: Columbia County Fairgrounds

Mailing Address: 58892 Saulser Road St. Helens Oregon

**PROPERTY ADDRESS** (if assigned): 58892 Saulser Road St. Helens Oregon

**TAX ACCOUNT NO.:** 29259 Acres: 34.93 ac Zoning: CS-I

4101-00-03600

\_\_\_\_\_ Acres: \_\_\_\_\_ Zoning: \_\_\_\_\_

\_\_\_\_\_ Acres: \_\_\_\_\_ Zoning: \_\_\_\_\_

**PRESENT USES:** (farm, forest, bush, residential, etc.)

<u>Use:</u>	<u>Approx. Acres</u>
<u>Multi Use Fairgrounds</u>	<u>34.93 acres</u>

\_\_\_\_\_  
\_\_\_\_\_

Total acres (must agree with above): \_\_\_\_\_

**PROPOSED USES:**

Add race track and associated building structures.

**WATER SUPPLY:** \_\_\_\_\_ Private well.

Is the well installed? \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_ ☒ Community system.

Name \_\_\_\_\_

**METHOD OF SEWAGE DISPOSAL:**

\_\_\_\_ Community Sewer. Name \_\_\_\_\_

\_\_\_\_ ☒ Not applicable.

\_\_\_\_ Septic System.

If Septic, does the subject property already have a system? \_\_\_\_ Yes \_\_\_\_ No

If no, is the property approved for a Septic System? \_\_\_\_ Yes \_\_\_\_ No

**CONTIGUOUS PROPERTY:** List all other properties you own which have boundary lines touching this property:Tax Account No.AcresCo-owners (if any)

_____	_____	_____
_____	_____	_____
_____	_____	_____

**CERTIFICATION:**

I hereby certify that all of the above statements, and all other documents submitted, are accurate and true to the best of my knowledge and belief.

Date: 01-25-2023

Signature: \_\_\_\_\_

**NOTE:** Please attach an accurate and detailed plot plan, including property lines, existing and proposed structures, location of septic tank and drainfield, farm - forest areas, large natural features (cliffs, streams, etc.).

+++++

Planning Department Use Only

Date Rec'd. 3-29-23

Hearing Date: \_\_\_\_\_

Or: Administrative \_\_\_\_\_

Receipt No. 400968

Stormwater &amp; Erosion Control Fees 460-

Zoning: \_\_\_\_\_ Staff Member: \_\_\_\_\_

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Development Review Committee Pre-Application Conference

## **Site Design Review Submittal Checklist**

Oregon Raceway Quarter Midget Association (ORQMA)

Applicant's Name: c/o Gene Bolante, AIA Studio 3 Architecture

Project Name: ORQMA Race Track

Project Location: 58892 Saulser Road St. Helens Oregon

Please submit the following checked items with your completed Site Design Review application and fee to Land Development Services:

- ☐ 1. History - Please list previous land use applications and structures on the site. Were they approved or denied? Did the existing uses and structures exist prior to the adoption of the Zoning Ordinance (1984)? What is the year built, "Blt", date on the Assessor's tax print out? Include any current, active or closed code violations; federal, state, local, building, planning, wetland etc. List other pertinent facts about the property and its history. The property is the Columbia County Fairgrounds.

- ☒ 2. Written Description - Please submit a written project narrative titled "Project Narrative" discussing:

Name of Project. State the project name. On project narrative

Who. State who owns the property, who is the developer, and who will be the contact person (i.e. project manager) for the project. On project narrative

What is the project. Please summarize or conceptualize the project that is the subject of your Site Design Review application and what you intend to do.  
On project narrative

When will the project take place. Give a time line of your best guess estimate of when you intend to begin and finish the project and what are the stages in-between. If you intend phasing of the project please give a time line of when each phase of the project will take place and what work will take place in that particular phase of the project. On project narrative

Where is the project. Please describe the location of the project (i.e. Urban Growth Boundary of the nearest city, street address, or nearest County Road, or area of the county (i.e. Spitzenburg area). Your Tax Account Number is always the best way to locate your property. On project narrative

How do you intend to complete the project and with what help. List the names of those working on the project (i.e. civil engineer for drainage and grading plans, local surveyor for contours, local architect for building elevations, ...etc.)

On project narrative

☒ 3. Please note the site plans are based on aerial photos and tax maps, the county did not have electronic files or any surveys that we could locate. ☒ 4.

Existing Site Plan:

- ☐ Vicinity Map - Please show site in relation to roads and streams in the vicinity of the site. Attached from WebMaps
- ☐ Tax Assessor's Map- Please show site and its relationship to adjoining properties. Attached from WebMaps
- ☐ Detailed Site Plan of site as it exists, with man made & natural features shown. Attached from WebMaps

Proposed Site Plan:

- ☐ Please show a site plan with proposed structures and improvements as they will appear after the project is complete Attached

☒ 5.

Grading Plan:

- ☐ Relation of property boundaries to cuts and/or grade & fill. Show before and after topography using contours and show all existing features and planned improvements within 200 feet of property boundaries.
- ☐ Slope & Percentage
- ☐ Contour intervals as follows:
  - Slope 0 to 20% = 2' contour intervals
  - Slope > 20% = 5' or 10' intervals
  - Slope > 35% = Identify on plan
- ☐ Quantity of grade and fill. Show stockpiling of soil locations & duration
- ☐ Elevation changes in topography including cuts and/or grade & fills
  - \* Please Note that removal or placement of greater than 50 Cubic Yards of rock, dirt, or other material requires a Removal/ Fill Permit from the County Building Department. Removal or fill of 50 Cubic yards or more in wetland areas or navigable waters of the State requires a permit from the Division of State Lands and/or Corps of Engineers.
- ☐ Potential or existing unstable slopes
- ☐ Wetland areas impacted

☐

6.

Drainage Plan:

Please include the following if applicable:

We are not proposing any drainage changes.

- ☐ Narrative of purpose & intent
- ☐ Show all water bodies (rivers, lakes, streams, ponds, marshes, existing drainage ditches) on property
- ☐ Runoff Calcs. using recognized procedure (Rational Formula, TR-55, etc.)

- ☐ Design Level - 25 year minimum for Road Standards, 50 year, etc.
  - ☐ Topographic Map with 5' contour intervals
  - ☐ Calculations of design discharges for each drainage basin and sub-basin
  - ☐ Plan & profile of drainage features showing all pipes, ditches, inlets, outlets, including elevations, grades, dimensions and sizes.
  - ☐ Hydraulic computations used to size drainage features including intersecting lines.
  - ☐ Downstream impacts from individual lots, as well as entire site.
  - ☐ Flood Hazard Areas with FEMA Floodplain zones delineated
- ☒ 7. Wetland Mitigation Plan no wetlands
- ☐ National Wetland Inventory Designation
  - ☐ Hydric soil type from Soil Survey of Columbia County, Oregon
  - ☐ Division of State Lands Wetlands Program sign-off
- ☒ 8. Landscape Plan: Please include the following if applicable: No landscape
- ☐ Plan View of site with landscaping
  - ☐ Planting Types/Species: Trees, Shrubs, Bushes, Flowers, Grass
  - ☐ Existing natural landscape features such as streams, gulleys, rock outcrops
  - ☐ Planter locations
  - ☐ Landscape related features: Fencing (Sight Obscuring & Ornamental), Gates, Refuse Containers, Lighting
  - ☐ Paving & Pedestrian Walkways
- ☒ 9. Architectural Plan/Elevations
- ☐ Floor Plan (Plan View)
  - ☐ Side and End View Elevations
- ☒ 10. Sign Plan: Included
- ☐ Specify Free Standing, On-Building, or both
  - ☐ Specifications: Type of materials, size with dimensions, location, color, illumination (external or internal)
  - ☐ Elevations: side, end, with plan view

- ☒ 11. Access, Parking & Circulation Plan:
- ☐ Surface Type Asphalt and gravel and compacted dirt
  - ☐ Show accessibility to site including curb cuts, nearest State Hwy. or County Rd. on site plan
  - ☐ Show parking lot layout, number of spaces, types of spaces, isle width on site plan
  - ☐ Show traffic circulation, turn movements, system capacity, directional arrows existing
  - ☐ Show proposed access and right-of-way lines existing
  - ☐ Describe sight distance & limiting features existing
  - ☐ Obtain County Road Access permit from County Road Department not adding
  - ☐ Obtain Local Fire Department Access/ Driveway Permit. For Fire Department approval of Access/Driveway Permit: attached email to fire
    - ☐ All driveways in excess of 150 feet shall have an approved turnaround
    - ☐ Grades must typically be less than 12%. Consult Fire Department for steeper grades
    - ☐ Driveway shall be 12 feet wide, all weather surface for one home
    - ☐ Address must be marked
    - ☐ Consult Fire Department for bridges and other structural concerns
- ☒ 12. Impact Assessment: Traffic letter included
- ☐ Traffic Impacts
    - ☐ Trip Generation/Destination (Average Daily Trips)? Where From? Where To?)
    - ☐ Mode Split - Truck, Automobile, Walk, Other
  - ☐ Carrying Capacity
  - ☐ Economic/Market - Number of jobs created or number of employees
  - ☐ Environmental: Impervious Surface
- ☒ 13. Exterior Lighting No lighting is included
- ☐ Type
  - ☐ Illuminated Area
  - ☐ Wattage/Intensity
  - ☐ Manufacture's Specifications/Drawings

- ☐ 14. Stormwater & Erosion Control Planning: No altering of stormwater, erosion control plan included.
- ☐ Conceptual Stormwater Plan
  - ☐ Preliminary Stormwater Plan
  - ☐ Final Stormwater Plan
  - ☐ Preliminary Erosion Control Plan
  - ☐ Final Erosion Control Plan
  - ☐ Erosion Control Measures
- ☒ 15. ☐ List any current, active or closed code violations (local, state or federal, building, planning, wetlands, etc.) code violations on the subject property. Aware of none
- ☐ 16. Other:

I, Gene Bolante, have received a copy of this Site Design  
Please Print Name  
Review Submittal Checklist and understand submittal requirements for the application. Any  
outstanding code violations must be brought into compliance before proceeding with this project.

Signature:  Date: 03-14-2023

ORQMA

NARRATIVE



**PROJECT NAME:** ORQMA Race Track

**OWNER** Columbia County, Oregon

**APPLICANT:** Gene Bolante, Studio 3 Architecture  
**CONTACT** 275 Court Street NE Salem, OR 97304  
971-239-0269  
[Gene@studio3architecture.com](mailto:Gene@studio3architecture.com)

**OWNER**  
**CONTACT:** Edward McGlone  
Columbia County Fairgrounds  
503-397-3839 x8139  
[edward.mcglone@columbiacountyor.gov](mailto:edward.mcglone@columbiacountyor.gov)

**LOCATION:** The subject property is located at 58892 Saulser Road in St. Helens

**MAP ID #:** 4201-00-03600

**TAX ACCT #:** 29259

**ZONING:** Community Service – Institutional (CS-I)

**SITE SIZE:** 28,800 sq. ft. site on a ~34.93 acre parcel

**REQUEST:** To develop a new race track for children on an existing vacant portion of land on the Columbia County Fairgrounds. The intent is to build an initial track (dirt formed) and over time add supporting structures associated with the use.

## **REVIEW CRITERIA**

### **Columbia County Zoning Ordinance (CCZO)**

**Section 1000 – Community Service Institutional**

**Section 1170 – Riparian Corridors**

**Section 1400 – Off Street Parking and Loading Requirements**

**Section 1450 – Transportation Impact Analysis**

**Section 1550 – Type II Site Design Review**

**County Stormwater & Erosion Control Ordinance**

**Background:**

The applicant has submitted a request for site plan approval with proposing the development of a race track with accessory structures on a 28,800 sq. ft. site in a vacant area of the Columbia County Fairgrounds. The Oregon Quarter Midgets of America (ORQMA) has entered into a lease agreement with the County Fairgrounds to use this site for the proposed development. The larger property on which the race track will be constructed contains 34.93 acres and is addressed at 58892 Saulser Road. The proposed site is directly northwest of the existing River City race track.

The proposed development site is part of the larger Columbia County Fairgrounds complex which contains structures and fields used for various recreational events and institutional uses such as rodeos, carnivals, the yearly Columbia County Fair, and sports. The Fairgrounds spreads across three adjacent parcels zoned as Community Service – Institutional (CS-I) and Community Service – Recreational (CS-R). The parcel on which this development is proposed is split-zoned between the CS-I and CS-R zones, however the development site appears to be fully within the CS-I area.

**Timeline:**

The applicant would like to develop the race track portion this year and have local racing by early June 2023. The track would be dirt formed. And as the budget permits and over the years the accessory structures would be added.

**Team:**

ORQMA is a completely volunteer organization, all the funding is provided through annual fees and donations. The services provided by the architect are donated, ORQMA was unable to fund a civil engineer for the project and hopes their architect can help guide them through the process. The building of the track would be by volunteers. The major expense in the track is the type of dirt to be used and be installed somewhat level. Similar to the River City Track on site, however at a much smaller scale.

The track will be built with imported soil specific to racing, the existing soil will be removed up to 12" and the new soil placed. The track will be flat or follow the existing grade as this area is generally flat. The soil does drain, and is typically worked over during each race and within faces also leveled and recompact. On occasion additional track soil may be added over the years to help level out the track. The soil would be imported in one delivery and no stockpiling of track soil will occur onsite. The soil does not contain any contaminants or chemicals that would be harmful to the local environment.

The lease with the fairgrounds indicates the leased portion may be used for temporary parking for the fairgrounds larger events. No other site improvements are planned within the next few years until funds are raised. ORQMA will not and has no desire to pave any areas. The plans provided show an ideal building out of the track area with permanent structures, this would be

our 5 to 10 year goal to have these structures in place as well as a permanent dirt track (one that is not parked on)

### **As told by the President of ORQMA:**

ORQMA, Oregon Raceway Quarter Midget Association, is a non-profit sports club, for the benefit of our members organization. The ORQMA club members are not only about racing, but truly about families recreating together. Up until 2020, our members enjoyed racing on the community playground property of Alpenrose in SW Portland, where a QMA quarter midget car track was built, back in the 50's. The property was home to many other organizations such as bike racing, softball, and theatre, to name a few.

Our organization is 100% volunteer operated. Our members also have volunteered every year to many of Alpenrose's events. The drivers work in the snack shacks, help with the Easter Egg Hunt and then at Christmas work in the Story Book Lane Exhibits, as well as other events when there was a call for volunteer help.

Our schedule usually consists of an 8-10 race series. The schedule is set at the beginning of the year, to compliment the other tracks schedules and events. We integrate our schedule to other QMA tracks in the Pacific Northwest. Those tracks are in Graham and Monroe, WA and Langley, Canada. Our race series is generally between April and September.

When putting the schedule together, usually the fairground or property where the track is held has other events to schedule around. They provide a calendar with "black-out" dates. We do not schedule any events on the black-out dates.

Early in the year, as soon as January or February, ride days are held. This is dependent on the weather. This is an opportunity for the community to come out and let their child drive a car, learn about the sport, and put a smile on a child's face. This event is both a fundraiser for the club as well as a way to grow our club and membership.

Each club puts on a Region race for all clubs to travel to. And often there are other events, such as QMA Speedweek and other "fun" races before a region race at each club track. Each club also gets to put a bid in to hold the Grand Nationals at their track. Drivers from the East Coast have come to our West Coast National Events. The QMA Region 9 Grand National's for 2021 was at the Little Wheels QMA club track, which is located on Frontier Park, (Graham, WA) Pierce County's 72-acre Fairground.

Each club has race fees. Usually, the fees are \$20-25 for the first car, then \$5 less for each additional car class. Those funds go to support the club expenses. Those expenses include the track building and maintenance, awards and trophies for the drivers, radio, scoring systems, etc. All funds raised by the club are used exclusively for the benefit of

the club and drivers. Most families donate time, equipment, and their expertise in their areas of business.

Our members view our club as one big family. At the races, we share engines and parts. Our members share and do what we can to help all the young drivers have a successful day on the racetrack. We are teaching community support while racing.

## **About QMA:**

QMA's national website is <https://quartermidgets.org/>. The website offers a video (<https://quartermidgets.org/videos/>) that does a great job of showing the family team unit and while competitive, the drivers and families work to help each other on and off the track. While there are many non-profit organizations, again, our QMA non-profit status is unique in that it is created for the "benefit of its members" versus some clubs and organizations created for the "benefit of the organization". Therefore, ours is designed for the benefits of our children. While some quarter midget organizations have paid positions within their organization, Quarter Midgets of American does not. None of the National Board or members are paid. Their time is 100% donated to supporting the non-profit clubs around America.

## **What does a race weekend look like?**

Drivers and their families usually arrive on a Friday night. They work on their cars, practice, and help other families out. Saturday morning after Safety and Sign In's are completed, usually by 8:30 AM, a Pit Meeting occurs about 9:00 AM. Then racing begins promptly after the Pit Meeting. After the morning Heats are completed, the American Flag is raised, and the National Anthem is played. Depending on the car count of the race day, most of the Mains are completed around dinner time.

Most members have an RV and would be staying on the grounds for the weekend.

After a day of racing, many would go to town for dinner. Families would enjoy the surrounding area. We would be supporting local businesses. At a minimum restaurant and local gas stations will immediately benefit.

Here is a link to a video made by the Grandparents of one of the local drivers. It shows how everyone comes together and makes our events multi-generational.

<https://www.youtube.com/watch?v=bsRfuaFpPjY>

## **What do we have to offer?**

Our events are free to spectators and is spectator friendly. People of all ages are drawn to the tracks. Many are surprised by the talent of these young drivers. The ability to react quickly to avoid an accident will help these drivers when they are driving on our roads. The ability to read a 10-car line up in 5-6 seconds is learned at an early age and will give them faster response times than the average driver on our roads.

Why are our events free for spectators? This is a non-profit for the benefit of our drivers. This is not a club trying to make a profit. We want our drivers to bring their friends and family. We do not want finances to prevent these learning opportunities.

Grandparents are absolutely tickled to see such family commitments to the sport and have a place to come and enjoy their grandchildren. In fact, often we have three generations of a family all helping to support their driver(s). They have so much to offer!

Our local club members coming to our track whether to practice for a day or a race day weekend, bring economic support to the local community. Often clubs will solicit a local business to support, and the business shares a certain amount of the proceeds, making fund raising mutually beneficial.

We will include membership requirements in our ORQMA Bylaws, for members to volunteer a required number of hours at the Columbia County Fairground, other eligible events you need help for. It could be to come help at your fair or another event you have. To remain a member in good standing without volunteering, clubs usually have a fee to be paid, such as \$250. Without members volunteering, it puts additional strains on other club members families. Our board could review this fee and consult with your board to determine an equitable gain for both organizations. Again, all monies raised go back into our club and the improvements we will be making to the property.

The National QMA has an insurance policy covering all the clubs. We will have an Additional Insured Insurance certificate issued to Columbia County Fairgrounds ISAOA each year.

We would pay fees for camping and power. We can also bring in a port a potty to have trackside for the drivers and handlers. Please see our next page for more information on our impact.

Our National QMA rules include having a fire extinguisher at the track and in each race trailer. We are required to have them displayed at all region and national events as well. In addition fire lanes are maintained for emergency vehicle access.

While our safety gear has protected our drivers, we also make sure we have someone trained in First Aid. Our Vice President, Nate Curry, as well as other members are trained in First Aid through employment requirements.

## **Our impact and what are we looking for:**

A location to build a quarter midget track. The track itself would eventually be permanent.

We would be bringing walls and fencing in to build around our track. These walls are about 3 feet tall and surround the track. And the fencing would be on the outside of the walls. However, to start racing and build our club, we will likely start with hay bales. None of the fencing is permanent.

A judges stand is needed for score keeping and running the race. Eventually, as funding permits, these land improvements would be permanent. A scale house would be in the future as well as a covered staging area for hot days. Again, many of these improvements to the property are years down the road and depend on funding and growth. We would also like to see a storage building which could be a container to move around as needed. We have already received donated cars, which can be used for our ride days.

Ride Days are a significant part of income for most clubs. After the track is built, we will hold a Ride Day event for the Fairground, such as at one of your fairs, to help benefit the fairground and local community. This is an opportunity for young people to come drive a car and learn about the sport.

On a race day, almost every member has a race trailer for their car(s). We would be parking both our race and RV trailers on the property for the race day and most likely for the entire weekend.

At some tracks they have "snack shacks". If the Columbia County Fairground has a vendor(s), we could work with them and provide our race schedule and ride days. We always have hungry drivers and handlers. With 100% volunteer run club, it is hard to prepare meals, put on an event and volunteer trackside.

As ORQMA grows we will be providing financial property improvement to the fairgrounds. Although those cannot be measured today, then can be measured after installation.

The initial impact and change most community members would see is the building of the track and families coming out to practice on non-race days.

## Summary of Zoning Requirements:

### COLUMBIA COUNTY ZONING ORDINANCE (CCZO)

#### Section 1000 COMMUNITY SERVICE - INSTITUTIONAL CS – I

1001 Purpose: The purpose of this section is to provide for the review and approval of the location and development of special uses which, by reason of their public convenience, necessity, and unusual character or effect on the neighborhood, may not be suitable for listing with the other sections of this Ordinance. The CSI district is intended to provide a mechanism for the establishment of public and assemblies and public and private institutional facilities. This district is intended to function as a regular district within the Community Service designation.

#### 1002 Permitted Uses:

.7 County fairgrounds

**Finding:** Given that there is an existing race track on the Fairgrounds parcel to the south of the proposed site, Staff finds that the applicants' proposal can be considered a permitted use in conjunction with the County Fairgrounds complex.

1003 Restrictions and Conditions: These public facilities have a direct impact upon adjoining properties. The Commission shall study each request to establish a new CS-I use and shall attach adequate conditions to the approval of a CS-I use to insure the adverse impact of the institutional use upon the adjoining land uses have been mitigated.

Conditions shall include:

- .1 Landscaping, berming, fencing, or screening. **No new fencing or new landscaping is proposed.**
- .2 Increased off street parking. **We are proposing to utilize existing parking on site. A majority of the ORQMA events will not conflict with other Fairgrounds events per the executed lease between parties.**
- .3 Limitations on the type and amount of external lighting. **The applicant is not requesting exterior lighting. The races occur during the day and all races will end by dusk.**
- .4 Limitations on the number and location of access points which connect with County roads or public ways. **Per the lease the existing access points into the site and to the proposed race track will be utilized, no new accesses into the site are proposed. There is a roadway to the proposed QMA track internally within the existing site that will be utilized for access.**
- .5 The Commission may attach as many conditions, such as setbacks, screening, off-street parking and unloading, construction standards, maintenance an



landscaping requirements, as it deems necessary to protect the public health, safety, welfare, the adjoining property owners, and the public interest.

.6 Within an Urban Growth Boundary, a new CS-I use shall be served by public water and public sewer. The Commission may waive the requirement for the connection to public sewer if it can be shown that the proposed use can be safely served in another manner. In this case, the Commission will require the CS-I use be connected to public sewer when it becomes available to the site.

There are existing public restrooms within walking distance to the site. In addition most of the ORQMA families utilize RV's during their racing which contain bathrooms within them. The water and waste within the RV's remain in the RV and driven away as no dumping on site, this is very common.

.10 Off-street parking shall be provided as required in Section 140. The users typically come in race trailers pulled by RV's or trucks and they remain connected during the race. Occasionally visitors will visit or extended family for observing races for the day.

#### 1005 Standards:

.1 There is no designated minimum lot or parcel size. The Commission shall review each proposal on a case by case basis and determine if the site is adequate for the proposed use. The site plan shall be reviewed and determined if the site meets all the provisions of this Ordinance, including the off-street parking requirements listed in Section 1400.

.2 There are no designated minimum setbacks in this district. The applicant shall submit a letter from the Fire Marshall concerning the necessary setbacks for safety. After reviewing the letter and the adjacent land uses, the Commission shall establish setback requirements for each individual site. An email was sent to CRFR Tad Pedersen with no response, see attached email. We will include fire lane access throughout the site, along with direct access to the track. A turnaround is proposed as the site depth is greater than 150'-0".

**Findings:** The Commission will review the proposal for all applicable regulations (including off-street parking) and may give preliminary site plan approval with any conditions they attach. The applicant will need to submit documentation from Columbia County Fire & Rescue regarding any required setbacks for fire safety. The Commission may add additional setback requirements during their review of the proposal.

#### 1006 Signs: Signs shall meet the requirements of Section 1300.

**Finding:** It is unclear at this point if signs are proposed as part of this development. If signs will be utilized, they must comply with the provisions of Section 1300. ORQMA would like to place a small sign at the existing sign located indicating our presence at the fairgrounds, but this will require Columbia County Fairgrounds approval, we have included an image of our preference for sign location.

#### **Section 1170 – Riparian Corridors**

According to County GIS maps, there is an unnamed non fish-bearing stream which runs through the eastern portion of the subject property. There are no wetlands associated with this stream.

1171 Purpose.

A. The purpose of this Section is to protect and restore water bodies and their associated riparian corridors, thereby protecting and restoring the hydrological, ecological and land conservation function these areas provide. Specifically, this Section is intended to protect habitat for fish and other aquatic life, protect habitat for wildlife, protect water quality for human uses and for aquatic life, control erosion and limit sedimentation, prevent property damage during floods and storms, protect native plant species, and conserve the scenic and recreational values of riparian areas.

B. This Section meets the above purpose by prohibiting structures and other development from riparian areas around fish-bearing lakes, rivers, streams and associated wetlands, and by prohibiting vegetation removal and/or other vegetative alterations in riparian corridors. In cases of hardship, the Section provides a procedure to reduce the riparian corridor boundary. Alteration of the riparian corridor boundary in such cases shall be offset by appropriate restoration or mitigation, as stipulated in this Section.

C. For the purposes of this Section, “development” includes **buildings and/or structures which require a building permit under the State of Oregon Uniform Building Code, as amended, or any alteration in the riparian corridor by grading, placement of fill material, construction of an impervious surface, including paved or gravel parking areas or paths, and any land clearing activity such as removal of trees or other vegetation.** We are not proposing any disturbance within this area.

1172 Riparian Corridor Standards:

A. The inventory of Columbia County streams contained in the Oregon Department of Forestry Stream Classification Maps specifies which streams and lakes are fish-bearing. Fish-bearing lakes are identified on the map entitled, “Lakes of Columbia County.” A copy of the most current Stream Classification Maps is attached to the Comprehensive Plan, Technical Appendix Part XVI, Article X(B) for reference. The map, “Lakes of Columbia County” is attached to the Comprehensive Plan, Technical Appendix Part XVI, Article X(B), and is incorporated therein. Based upon the stream and lake inventories, the following riparian corridor boundaries shall be established:

4. Other rivers, lakes, streams, and sloughs. Along all other rivers, streams, and sloughs, the riparian corridor boundary shall be **25 feet upland from the top-of-bank**, except as provided in CCZO Section 1172(A)(5), below. The unnamed creek is concentrated under the tree canopy that exists and in our proposal we are not removing any trees. The unnamed creek is also greater than 50’ from the edge of the tree canopy, it is also significantly at a lower elevation than where the proposed track is to occur.

### 1173 Activities Prohibited within the Riparian Corridor Boundary

In addition to the prohibitions in the underlying zone, the following activities are prohibited within a riparian corridor boundary, except as provided for in Sub-sections 1175 and 1176 of this Section:

A. The alteration of a riparian corridor by **grading, placement of fill material, and/or impervious surfaces, including paved or gravel parking areas, or paths, and/or the construction of buildings or other structures which require a building permit under the State of Oregon Uniform Building Code, as amended.**

B. The removal of riparian trees or vegetation No alteration of the riparian corridor will occur.

### 1175 Permitted Uses and Activities.

B. The following development is allowed within the riparian corridor boundary.

1. Streets, roads, and driveways, if: a. If it is not possible to locate the street, road or driveway outside of the riparian corridor boundary; and b. The street, road or driveway is designed to minimize intrusion into the riparian corridor boundary.
2. Pedestrian walkways, paths and trails.
3. Fencing and signs, not including billboards.
4. Drainage facilities, utilities and irrigation pumps.
5. Water-related and water-dependent uses.
6. New or expanded shoreline stabilization and flood control grading and structures.
7. Portable furniture, and other portable outdoor equipment for the private use of the property owner/resident. For purposes of this subsection, “portable” shall mean that the item is not affixed to the ground, other than with a chain or other lock which is capable of being removed at any time.

**Findings:** The proposed development will be subject to a 25 foot Riparian Corridor setback measured from top of bank of the non fish-bearing stream. Under the provisions of subsection 1173, neither the race track itself nor any of the accessory structures can encroach into this setback.

Concurrent with Site Design Review Submittal, the application shall include a site plan which accurately identifies the stream’s required 25' Riparian Corridor will not be

compromised/disturbed. The applicant has no intention to be within the riparian corridor or modify it.

## **Section 1400 – Off Street Parking Requirements**

**1401 General Provisions:** At the time of the erection of a new building, or an addition to an existing building, or any change in the use of an existing building, structure, or land which results in an intensified use by customers, occupants, employees, or other persons, off-street parking and loading shall be provided according to the requirements of this section.

### **1416 Minimum Required Off-Street Parking Spaces:**

Race Track: One space for each 8 seats or 16 feet of bench length.

**Findings:** Applicant states the new race track will utilize existing fairgrounds parking. Applicant must calculate required spaces in subsection 1416 and submit agreement with the Columbia County Fair Board that these spaces will be available during scheduled racing events. This is a difficult item to generate. We have a lease agreement with the Fairgrounds, that will limit our races to occur when other events are happening at the Fairgrounds, there would be no overlapping of major events with our race days. Therefore parking would not be an issue.

## **Section 1450 – Transportation Impact Analysis**

### **Section 1450 TRANSPORTATION IMPACT ANALYSIS**

**1450** Transportation Impact Analysis: A Transportation Impact Analysis (TIA) must be submitted with a land use application if the proposal is expected to involve one or more of the conditions in 1450.1 (below) in order to minimize impacts on and protect transportation facilities, consistent with Section 660-012-0045(2)(b) and (e) of the State Transportation Planning Rule.

- .1 Applicability – A TIA shall be required to be submitted to the County with a land use application if the proposal is expected to involve one (1) or more of the following:
- A. Changes in land use designation, or zoning designation that will generate more vehicle trip ends.
  - B. Projected increase in trip generation of 25 or more trips during either the AM or PM peak hour, or more than 400 daily trips.
  - C. Potential impacts to intersection operations.
  - D. Potential impacts to residential areas or local roadways, including any non- residential development that will generate traffic through a residential zone.

- E. Potential impacts to pedestrian and bicycle routes, including, but not limited to school routes and multimodal roadway improvements identified in the TSP.
  - F. The location of an existing or proposed access driveway does not meet minimum spacing or sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, thereby creating a safety hazard.
  - G. A change in internal traffic patterns may cause safety concerns.
  - H. A TIA is required by ODOT pursuant with OAR 734-051.
  - I. Projected increase of five trips by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) per day, or an increase in use of adjacent roadways by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) by 10 percent.
- .2 Consistent with the County's Guidelines for Transportation Impact Analysis (TIA), a landowner or developer seeking to develop/redevelop property shall contact the County at the project's outset. The County will review existing transportation data to establish whether a TIA is required. It is the responsibility of the applicant to provide enough detailed information for the County to make a determination. An applicant should have the following prepared, preferably in writing:
- A. Type of uses within the development
  - B. The size of the development
  - C. The location of the development
  - D. Proposed new accesses or roadways
  - E. Estimated trip generation and source of data
  - F. Proposed study area

If the County cannot properly evaluate a proposed development's impacts without a more detailed study, a TIA will be required. The County will provide a scoping summary detailing the study area and any special parameters or requirements, beyond the requirements set forth in the County's Guidelines for Transportation Impact Analysis, when preparing the TIA.

**.3 Approval Criteria. When a TIA is required, a proposal is subject to the following criteria:**

- A. The TIA addresses the applicable elements identified by the County Public Works Director and the County's Guidelines for

#### Transportation Impact Analysis;

- B. The TIA demonstrates that adequate transportation facilities exist to serve the proposed development or, identifies mitigation measures that resolve identified traffic safety problems in a manner that is satisfactory to the County Public Works Director and, when state highway facilities are affected, to ODOT;
- C. For affected non-highway facilities, the TIA establishes that mobility standards adopted by the County have been met; and
- D. Proposed public improvements are designed and will be constructed consistent with County Road Standards and access spacing standards in the Transportation System Plan.

#### .4 Conditions of Approval.

- A. The County may deny, approve, or approve a proposal with conditions necessary to meet operational and safety standards; provide the necessary right-of-way for improvements; and to require construction of improvements to ensure consistency with the future planned transportation system.
- B. Construction of off-site improvements may be required to mitigate impacts resulting from development that relate to capacity deficiencies and public safety; and/or to upgrade or construct public facilities to County Standards.

Improvements required as a condition of development approval, when not voluntarily provided by the applicant, shall be roughly proportional to the impact of the development on transportation facilities. Findings in the development approval shall indicate how the required improvements directly relate to and are roughly proportional to the impact of development.

**Finding:** Applicant must submit projected trips generated by this new use. Depending on the number of projected daily trips, Planning Staff may require a TIA submitted concurrent with the Site Design application. We have requested a letter for the anticipated number of trips for a traffic engineer, the letter is included.

#### **Section 1550 – Type II Site Design Review**

**Proposal meets definition of Type II Site Design Review since it exceeds 5,000 sq. feet.**

- 1555 Submittal documents: The following documents, when applicable, are required for a Site Design Review. The scope of the drawings and documents to be included will be determined at the pre- application conference by the Pre-application Conference Committee, and a Site Design Review Submittal

Checklist will be given to the applicant, documenting which items are deemed not applicable or not necessary to determine compliance with County and State standards, with a short explanation given for each item so determined.

- A. History.**
- B. Project narrative.**
- C. Existing site plan.**
- D. Proposed site plan.**
- E. Grading plan.**
- F. Drainage plan.**
- G. Wetland mitigation plan. Goal 5 Resource Protection Plans (streams, wetlands, riparian areas, natural areas, fish and wildlife habitat).
- H. Landscaping plan.**
- I. Architectural plans.**
- J. Sign drawings.**
- K. Access, parking and circulation plan.**
- L. Impact assessment.**
- M. Site Design Review Submittal Checklist.**

**Finding:** All of these criteria other than 1555(G) will need to be included in the Site Design Application that is submitted to Land Development Services. Please use the Site Design Review Checklist sent in the follow-up email and use this Pre Application Conference Description as a guide to ensure all documentation is submitted.

Section 1561 of the Zoning Ordinance also provides details of submittal requirements.

#### **1563 Standards for Approval:**

The Planning Commission or Director shall make a finding with respect to each of the following criteria when approving, approving with conditions, or denying an application:

A. Flood Hazard Areas: See CCZO §1100, Flood Hazard Overlay Zone. All development in Flood Hazard Areas must comply with State and Federal Guidelines.

B. Wetlands and Riparian Areas: Alteration of wetlands and riparian areas shall be in compliance with State and Federal laws.

C. Natural Areas and Features: To the greatest practical extent possible, natural areas and features of the site shall be preserved.

D. Historic and Cultural sites and structures: All historic and culturally significant sites and structures identified in the 1984 Comprehensive Plan, or identified for inclusion in the County Periodic Review, shall be protected if they still exist.

E. Lighting: All outdoor lights shall be shielded so as to not shine directly on adjacent properties and roads.

F. Energy Conservation: Buildings should be oriented to take advantage of natural energy saving elements such as the sun, landscaping and land forms.

**G. Transportation Facilities:** Off-site auto and pedestrian facilities may be required by the Planning Commission, Planning Director or Public Works Director consistent with the Columbia County Road Standards and the Columbia County Transportation Systems Plan



ORQMA

MAPS

## Gene Bolante

---

**From:** Gene Bolante  
**Sent:** Wednesday, December 7, 2022 8:51 PM  
**To:** Pedersenr@crfr.com  
**Subject:** RE: Columbia County Fairgrounds

Sorry Tad autocorrect changed it to Ted and I didn't catch it ...

Gene Bolante, AIA  
**Studio 3 Architecture**  
275 Court Street NE  
Salem, Oregon 97301  
General 503-390-6500  
Direct 971-239-0269

---

**From:** Gene Bolante  
**Sent:** Wednesday, December 7, 2022 8:50 PM  
**To:** Pedersenr@crfr.com  
**Subject:** Columbia County Fairgrounds

Hi Ted . . I am hoping you have jurisdiction over Columbia County Fairgrounds? I am assisting Oregon QMA in establishing a new race track at the Columbia County Fairgrounds. QMA recently entered into a lease with the fairgrounds to place a new track adjacent to the River City Track, but with different access points. In our pre-app the Planner asked we reach out to you.

There are no designated minimum setbacks in this district. The applicant shall submit a letter from the Fire Marshall concerning the necessary setbacks for safety. After reviewing the letter and the adjacent land uses, the Commission shall establish setback requirements for each individual site

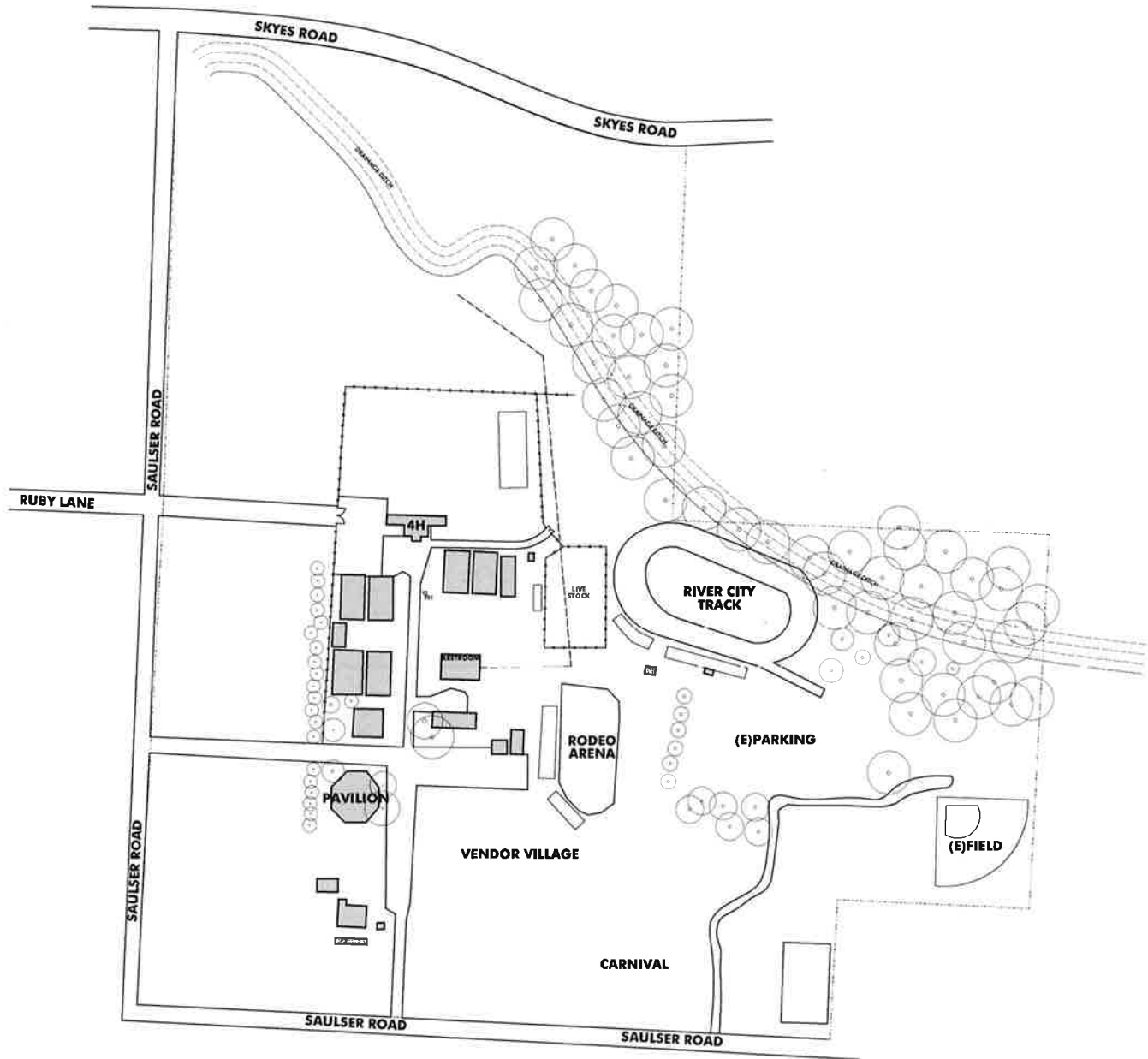
We previously had a race track at Alpenrose, which unfortunately the land was sold and the race track had to move. My kids raced at Alpenrose and a number of other tracks on the west coast, so fire lanes, ambulance access and fire prevention we exercised often. They typically provide direct access to the race track itself and then through the parking areas, fire extinguishers in the race trailers, fuel in approved containers.

I attached a few drawings to help.

Please let me know what else you might need.

Thanks!

Gene Bolante, AIA  
**Studio 3 Architecture**  
275 Court Street NE  
Salem, Oregon 97301  
General 503-390-6500  
Direct 971-239-0269

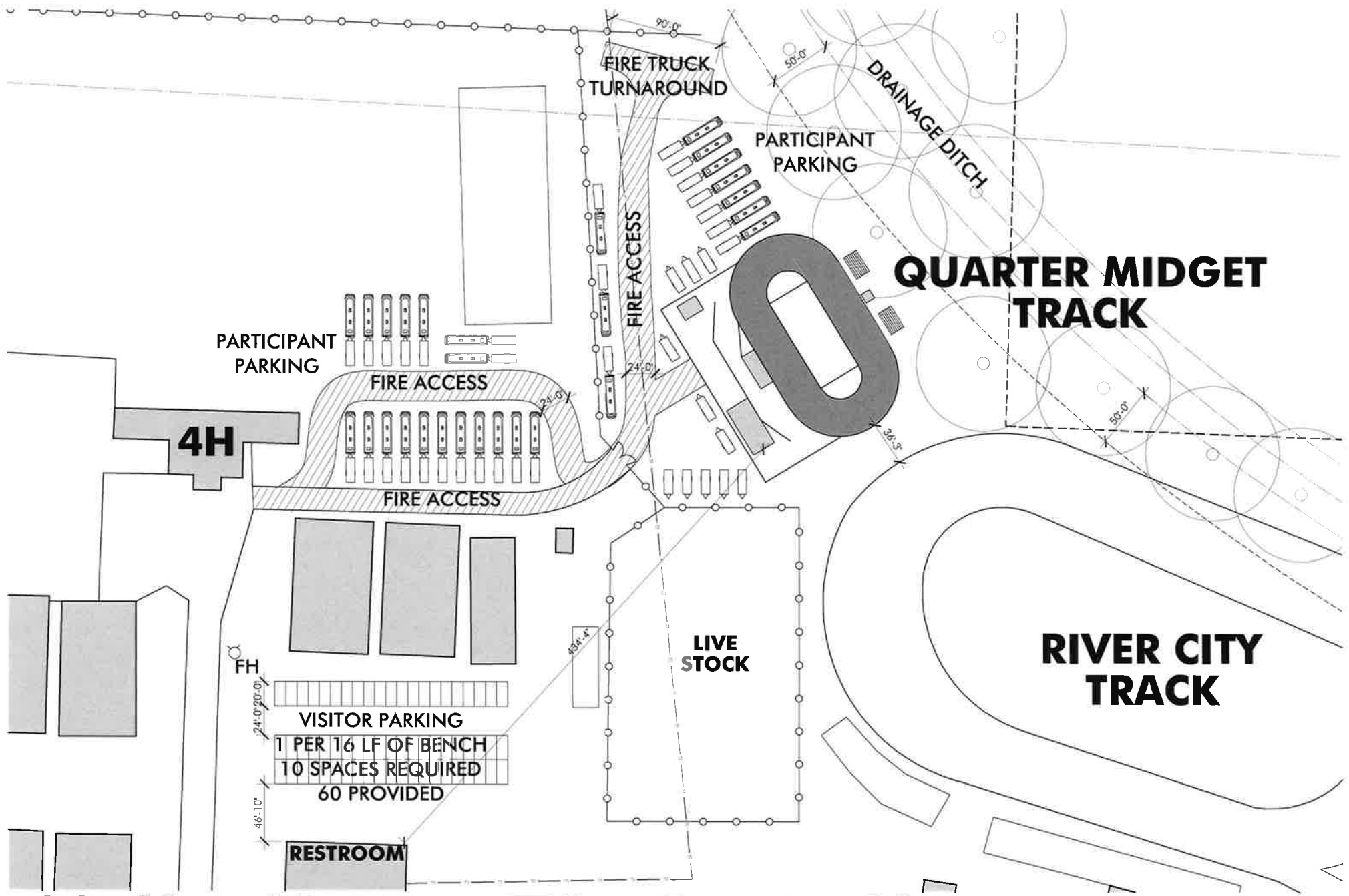


# COLUMBIA COUNTY EXISTING SITE PLAN

1:400 @ 8 1/2 x 11

MARCH 14, 2023





# COLUMBIA COUNTY - SITE PLAN PROPOSED QUARTER MIDGET RACE TRACK

1:50 @ 8 1/2 x 11

MARCH 15, 2023





# Columbia County Web Map



3/14/2023, 11:33:18 AM

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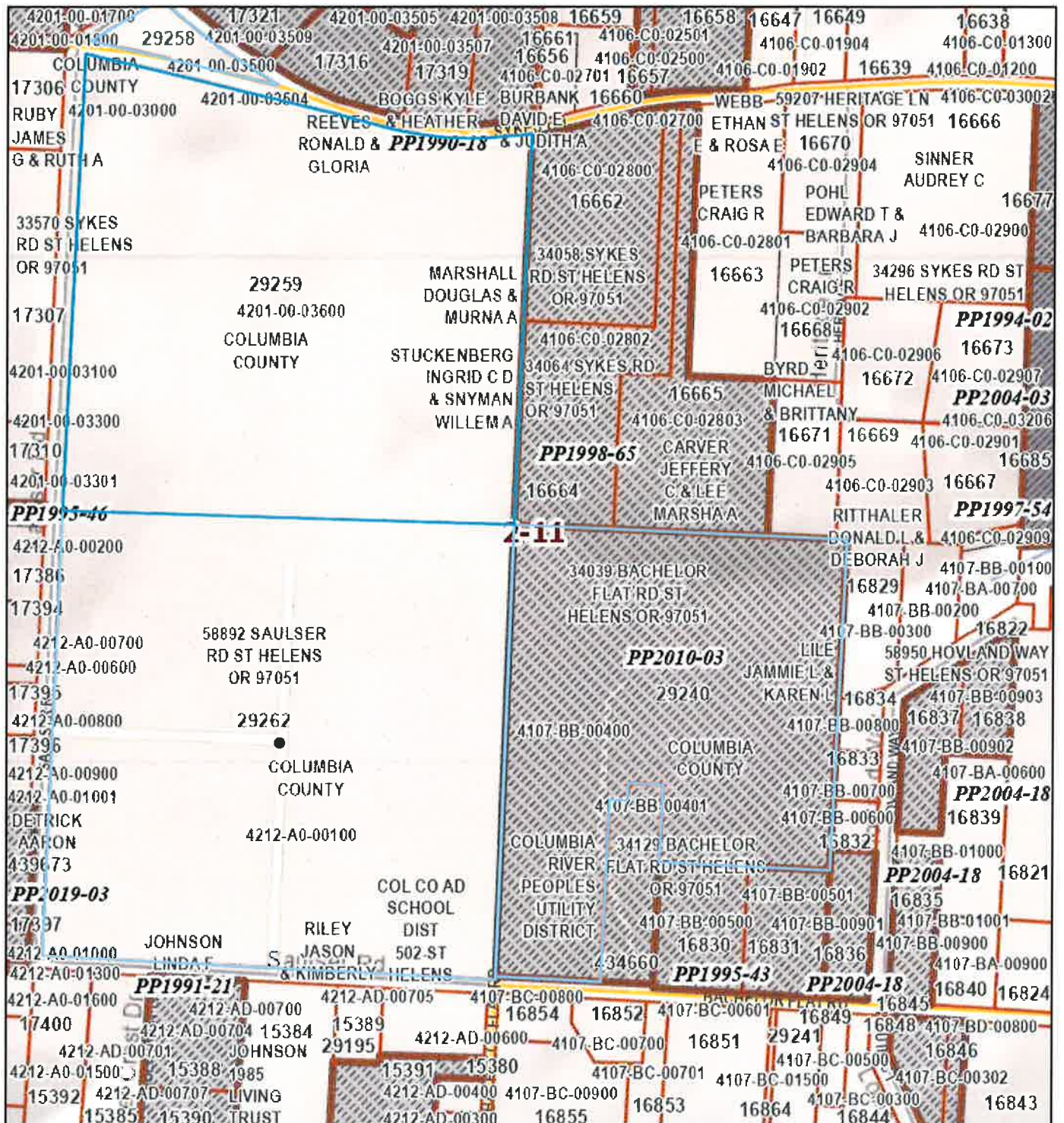


National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp. | National Agriculture Imagery Program (NAIP) under contract for



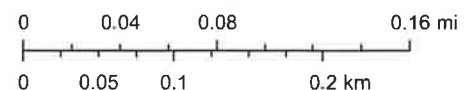
# Columbia County Web Map



3/14/2023, 11:43:17 AM

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- |                                                                                     |                      |                                                                                     |                |
|-------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------|----------------|
|  | Override 1           |  | Account Labels |
|  | Tax Codes            |  | Taxlot Labels  |
|  | Plats                |  | Taxlots        |
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|                                                                                     | Ownership Labels     |  | Arterial Roads |
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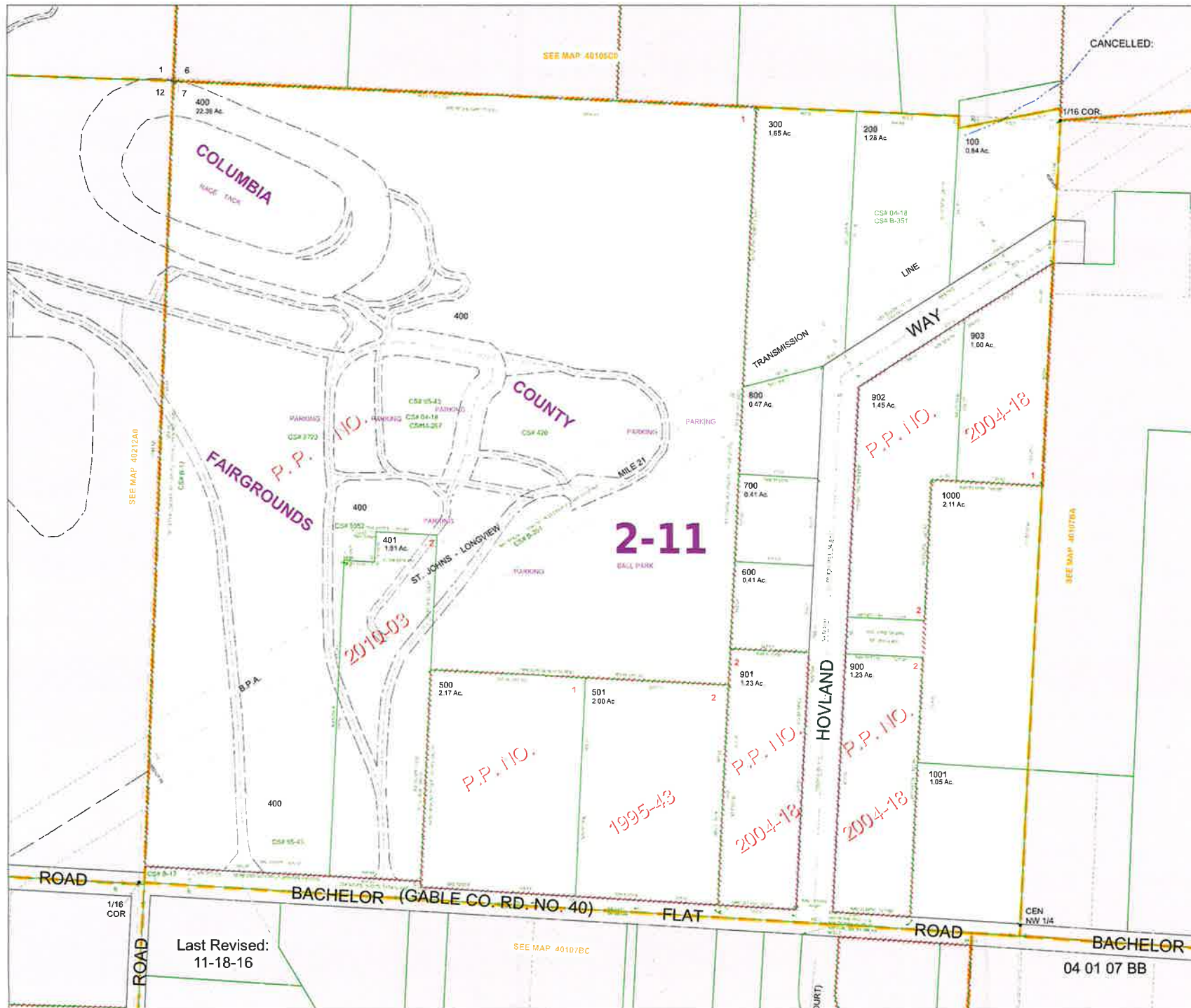
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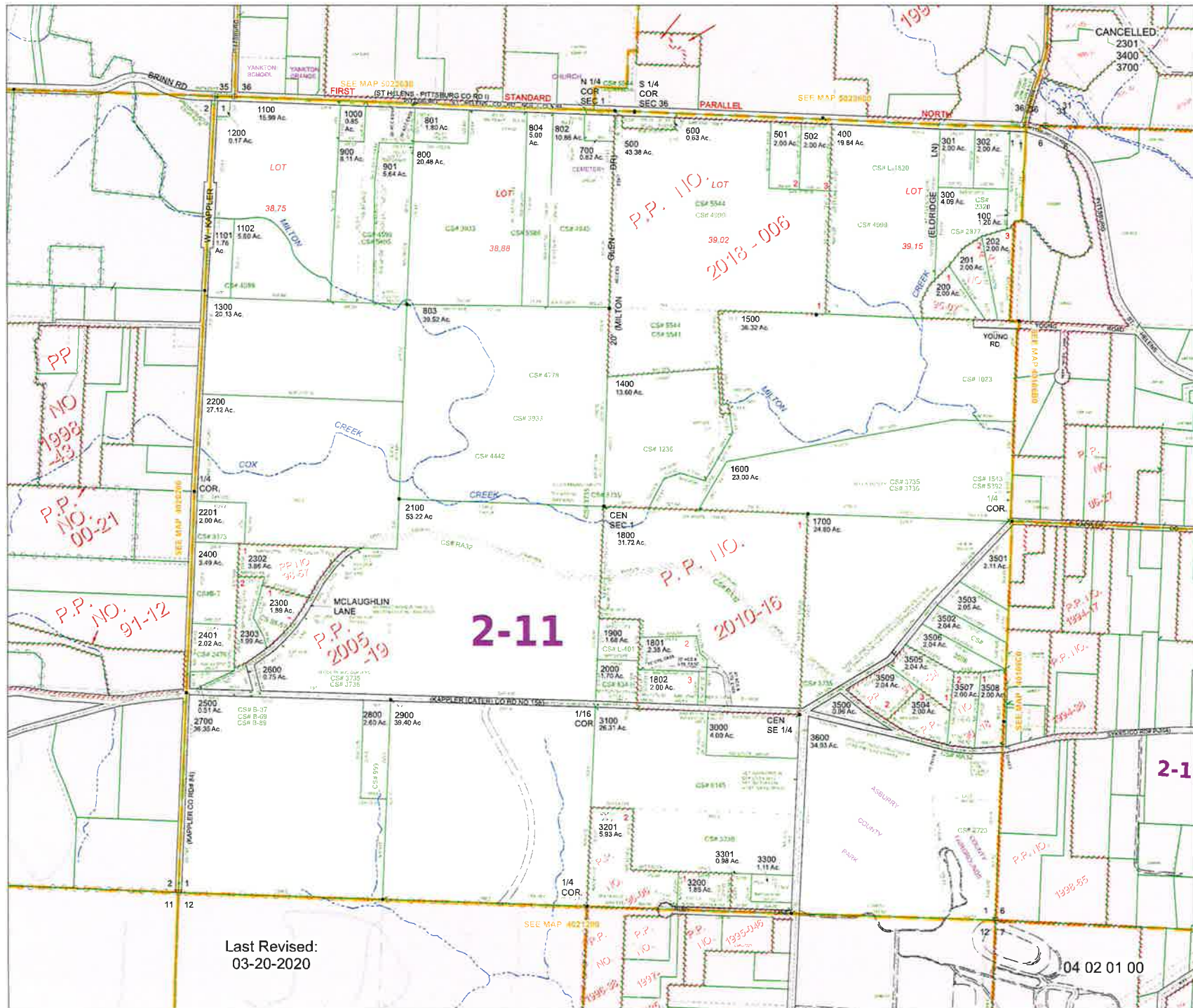
Columbia County, OR

National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp. | National Agriculture Imagery Program (NAIP) under contract for



**COLUMBIA COUNTY**

$$1'' = 100'$$


$$1'' = 400'$$




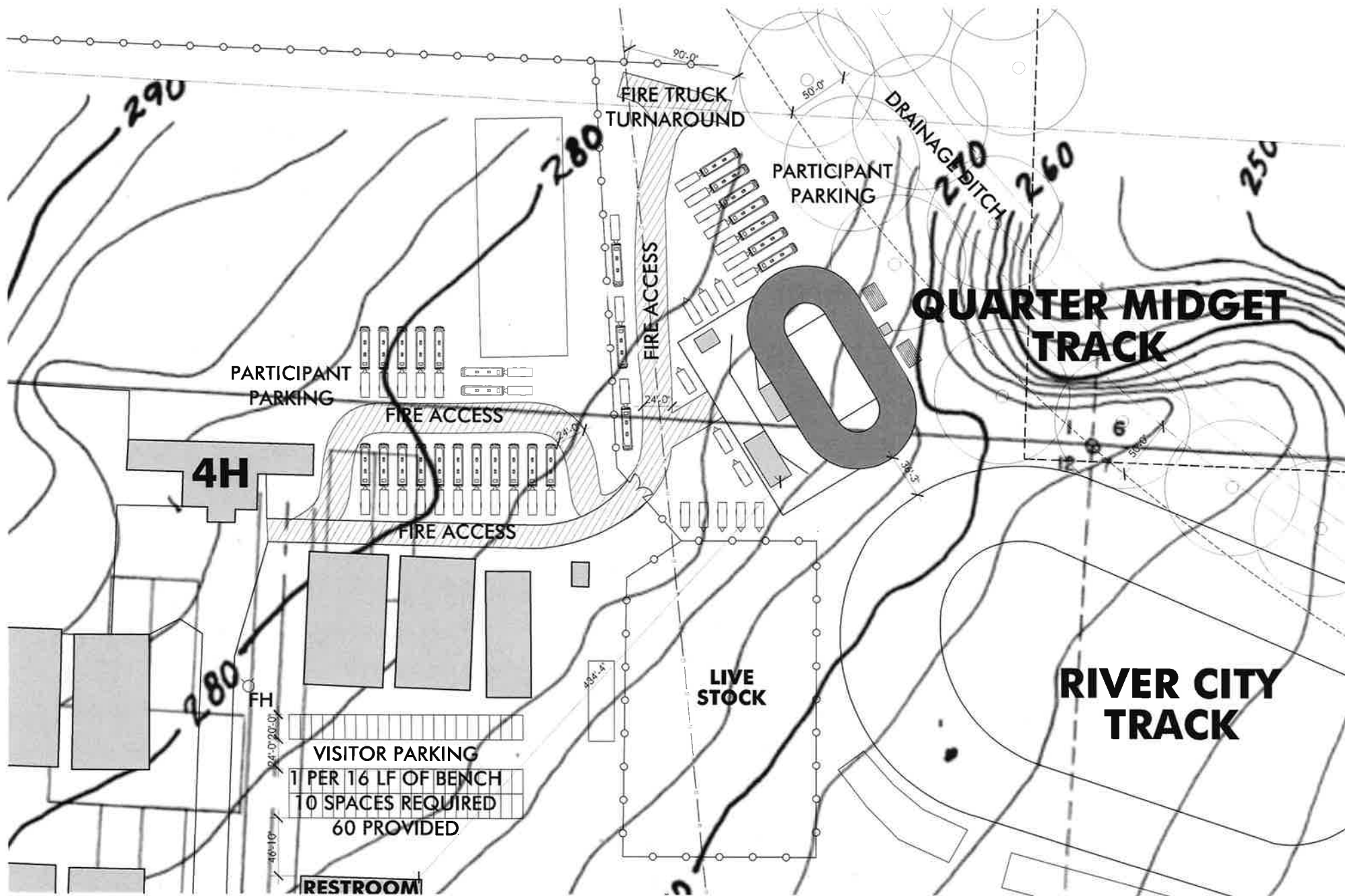


ORQMA

EXISTING &  
PROPOSED  
SITE PLANS

ORQMA

GRADING PLAN



# COLUMBIA COUNTY - GRADING PLAN PROPOSED QUARTER MIDGET RACE TRACK

1:50 @ 8 1/2 x 11

MARCH 15, 2023



ORQMA

DRAINAGE PLAN

(NOT INCLUDED, NO  
DRAINAGE PATTERNS  
ALTERED)

ORQMA

LANDSCAPE PLAN

(NOT INCLUDED, NO  
LANDSCAPING  
PROPOSED)

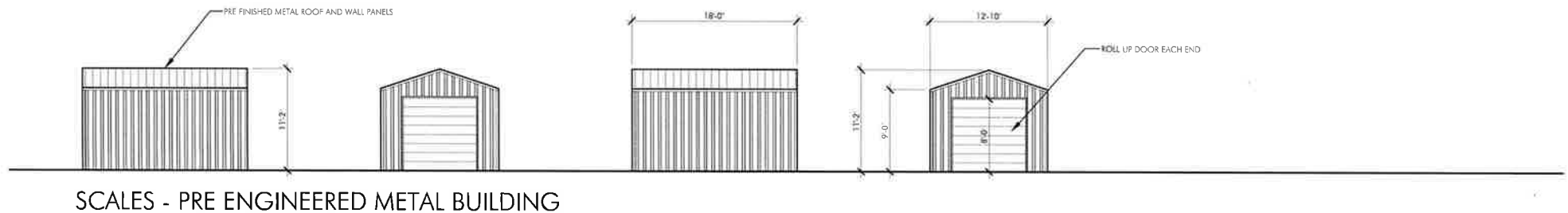
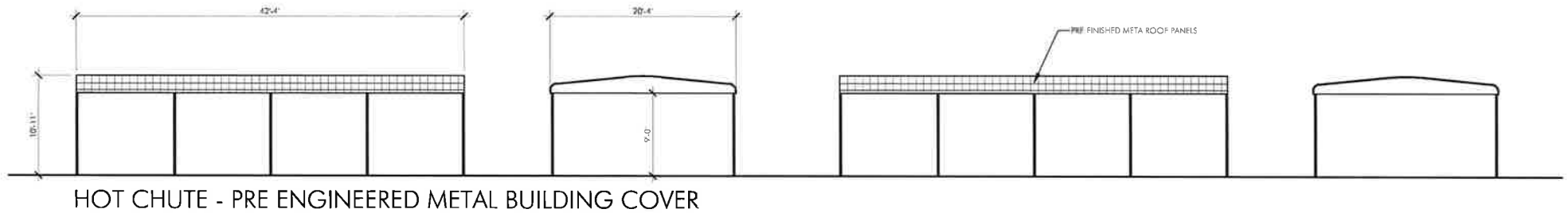
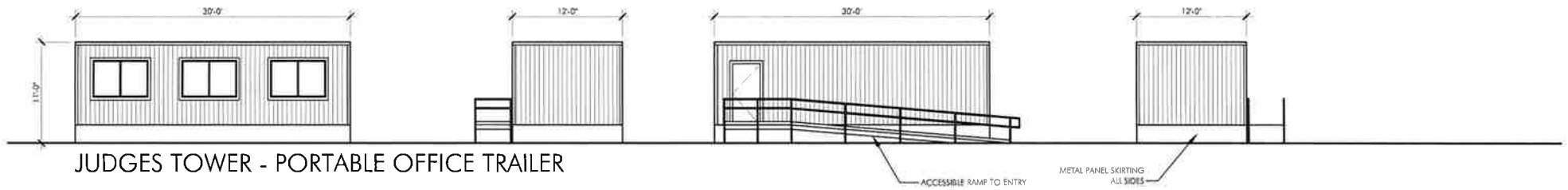
ORQMA

ARCHITECTURAL  
PLANS



**JAN 16, 2023**





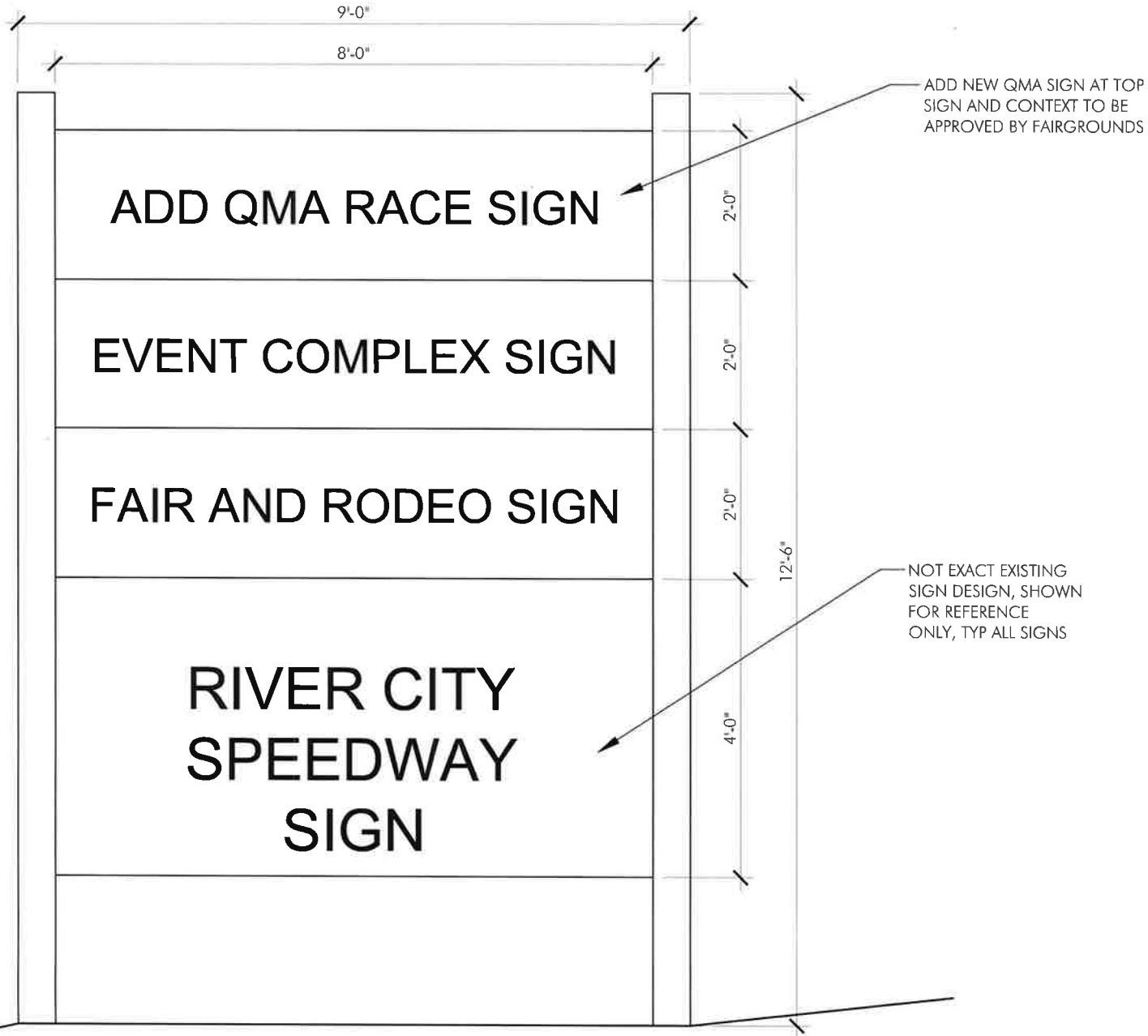
# COLUMBIA COUNTY FAIRGROUNDS PROPOSED BUILDINGS

$\frac{1}{8}" = 1'-0" @ 8 \frac{1}{2} \times 11$

JAN 15, 2023

ORQMA

SIGN PLAN



EXISTING SIGN AT MAIN ENTRY

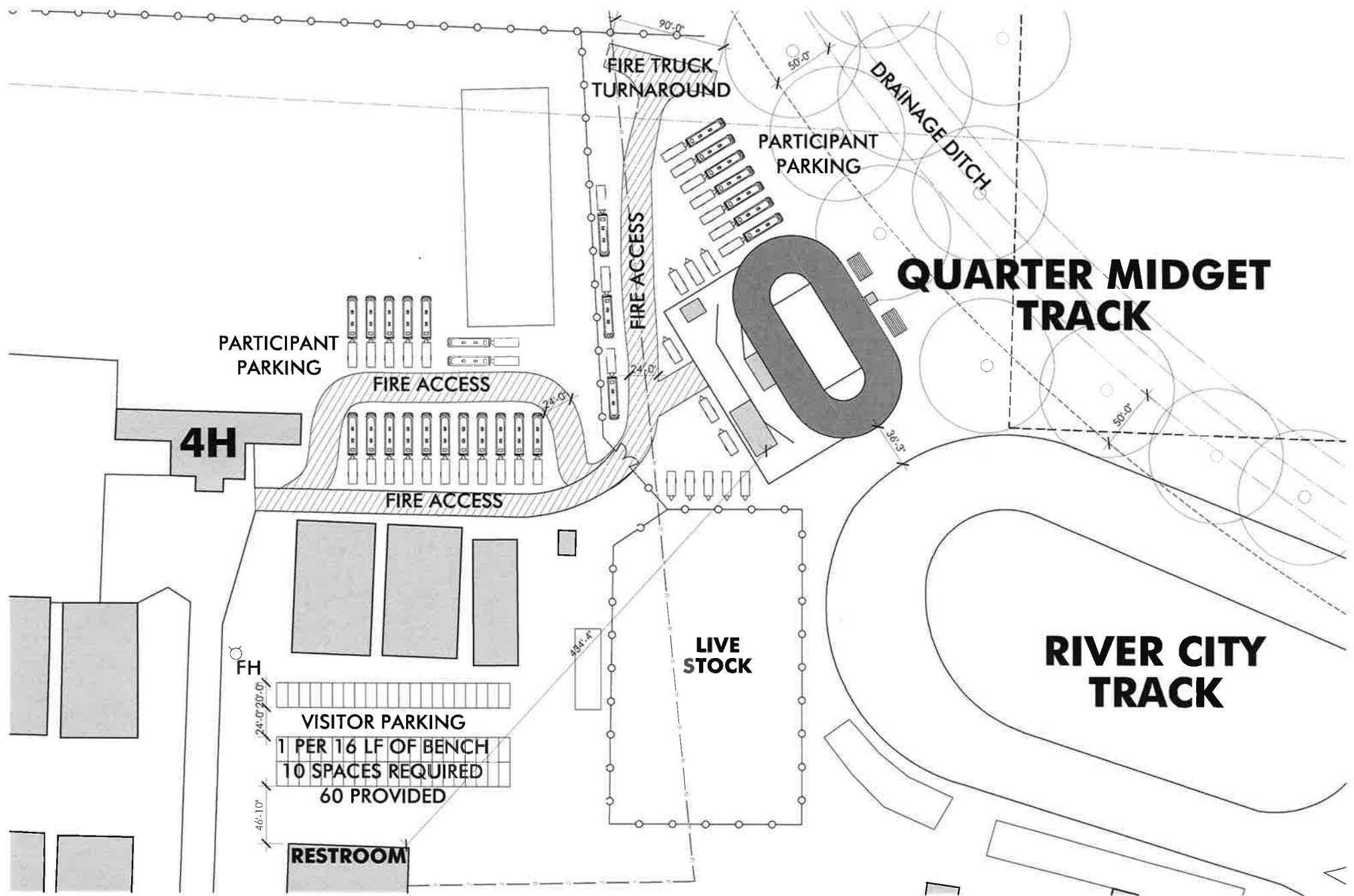
# COLUMBIA COUNTY FAIRGROUNDS PROPOSED SIGN ADDITION

$\frac{1}{2}$ " = 1'-0" @ 8  $\frac{1}{2}$  x 11

JAN 15, 2023

ORQMA

ACCESS/  
PARKING/  
CIRCULATION  
PLAN



# **COLUMBIA COUNTY - SITE PLAN** **PROPOSED QUARTER MIDGET RACE TRACK**

1:50 @ 8 1/2 x 11

MARCH 15, 2023



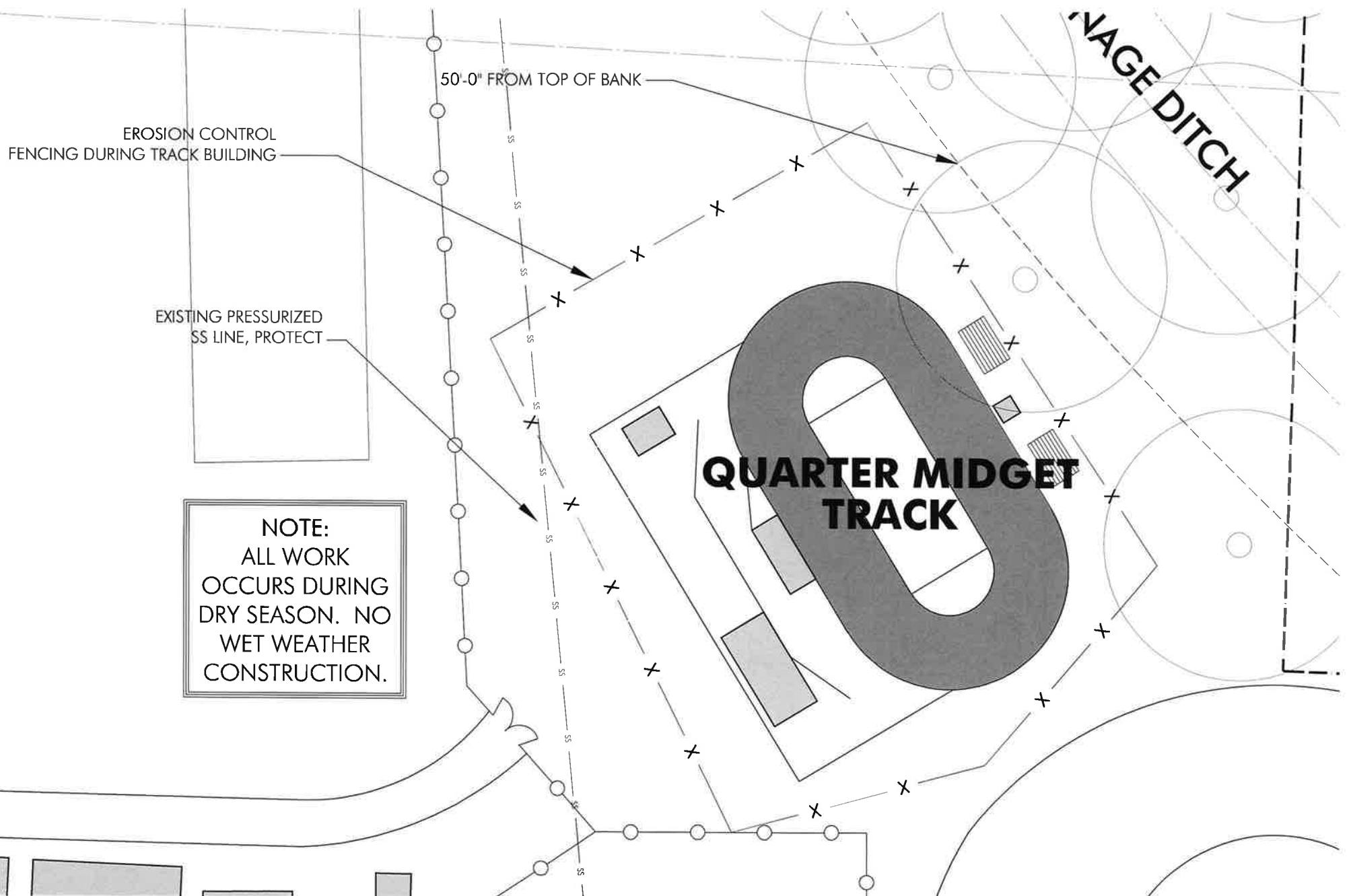
ORQMA

PRELIMINARY AND  
FINAL STORMWATER  
PLANS

(NOT INCLUDED, NO  
GRADING ALTERED,  
NO STORM AREAS  
ALTERED)

ORQMA

PRELIMINARY AND  
FINAL EROSION  
CONTROL PLANS





ORQMA

TRAFFIC LETTER



February 22, 2023

Studio 3 Architecture  
Attention: Gene Bolante, AIA  
275 Court Street NE  
Salem, Oregon 97301

Re: **Oregon Raceway Quarter Midget Association**  
**58892 Saulser Road, St. Helens (Columbia County), Oregon**  
*Traffic Impact Study (TIS)*

C&A Project Number 20221202.00

Dear Mr. Bolante,

This Traffic Impact Study (TIS) letter supports the proposed construction of a quarter midget racetrack with accessory structures at the Columbia County Fairgrounds in St. Helens, Oregon, and addresses Columbia County and Oregon Department of Transportation (ODOT) transportation analysis requirements. The following items are specifically addressed:

1. Property Description and Proposed Development
2. Study Parameters
3. Development Trip Generation
4. Summary

## **1. PROPERTY DESCRIPTION AND PROPOSED DEVELOPMENT**

The subject Columbia County Fairgrounds property is located at 58892 Saulser Road in St. Helens, Oregon. It is described as tax lot 3600 on Columbia County Assessor's Map 4201-00.

The proposed Oregon Raceway Quarter Midget Association (ORQMA) development includes a quarter midget racetrack with accessory structures and is located on an undeveloped portion of the 34.93-acre Columbia County Fairgrounds property directly northwest of the existing River City racetrack.

The property is currently zoned Community Service – Institutional (CS-I), and the proposed development is allowed use.

## 2. STUDY PARAMETERS

The subject land use action is for a specific development application consistent with the existing CS-I zone designation; therefore, this TIA addresses the following criteria:

Columbia County Zoning Ordinance (CCZO) Section 1450 states,

*“Transportation Impact Analysis: A Transportation Impact Analysis (TIA) must be submitted with a land use application if the proposal is expected to involve one or more of the conditions in 1450.1 (below) in order to minimize impacts on and protect transportation facilities, consistent with Section 660-012-0045(2)(b) and (e) of the State Transportation Planning Rule.*

1. *Applicability – A TIA shall be required to be submitted to the County with a land use application if the proposal is expected to involve one (1) or more of the following:*
  - A. *Changes in land use designation, or zoning designation that will generate more vehicle trip ends.*
  - B. *Projected increase in trip generation of 25 or more trips during either the AM or PM peak hour, or more than 400 daily trips.*
  - C. *Potential impacts to intersection operations.*
  - D. *Potential impacts to residential areas or local roadways, including any non- residential development that will generate traffic through a residential zone.*
  - E. *Potential impacts to pedestrian and bicycle routes, including, but not limited to school routes and multimodal roadway improvements identified in the TSP.*
  - F. *The location of an existing or proposed access driveway does not meet minimum spacing or sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or such vehicles are likely to queue or hesitate at an approach or access connection, thereby creating a safety hazard.*
  - G. *A change in internal traffic patterns may cause safety concerns.*
  - H. *A TIA is required by ODOT pursuant with OAR 734-051.*
  - I. *Projected increase of five trips by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) per day, or an increase in use of adjacent roadways by vehicles exceeding 26,000-pound gross vehicle weight (13 tons) by 10 percent.”*

Oregon Administrative Rule (OAR) Section 660-012-0045(2)(b) and (e) states,

*“Implementation of the Transportation System Plan*

- (2) *Local governments shall adopt land use or subdivision ordinance regulations, consistent with applicable federal and state requirements, to protect transportation facilities, corridors, and sites for their identified functions. Such regulations shall include:*
  - (b) *Standards to protect the future operation of roads, transitways, and major transit corridors;*
  - (e) *A process to apply conditions to development proposals in order to minimize impacts and protect transportation facilities, corridors, or sites;”*

### 3. DEVELOPMENT TRIP GENERATION

The proposed ORQMA racetrack use has a unique business nature with seasonal fluctuation in operations and trip generation. Data for the proposed use is not available in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11<sup>th</sup> Edition – or any edition, and published data for comparable uses/developments (other than the Applicant's) do not exist. As such, development trip generation is estimated using Applicant-provided data.

The ORQMA schedule typically consists of an 8-10 race series occurring on weekends (Friday – Sunday) from April through September. The schedule is set at the beginning of the year and complements the schedules and events at other Pacific Northwest tracks located in Graham and Monroe, Washington, and in Langley, Canada. The Columbia County Fairgrounds administration also provides a list of the calendar “black-out” dates when the ORQMA cannot schedule events to prevent fairgrounds user conflicts.

The ORQMA proposes using the existing parking area south of the existing River City track. While there may be an occasional event overlap at both tracks, most events will occur at different times, and the existing parking area is sufficient to accommodate all attendees.

Based on the ORQMA race schedule, very little weekday trip generation will occur during the 7:00-9:00 AM or 4:00-6:00 PM peak periods, except for an occasional Friday evening. Based on historic ORQMA participation/attendance, it is also anticipated there will be fewer than 400 daily trips on event days, further noting these events occur on weekend days and evenings when background transportation system volumes are typically low.

The intent of CCZO Section 1450 and OAR Section 660-012-0045(2)(b) is to prevent significant development impacts to the transportation system (without appropriate mitigation) during peak system operating hours – which typically occur from 7:00-9:00 AM and 4:00-6:00 PM on mid-weekdays. Given the size and occurrence frequency of the proposed ORQMA use, and the low background transportation system traffic volumes on weekend days and evenings, it is not anticipated that the ORQMA use will significantly impact the transportation system.

Overall, the existing transportation facilities at the Columbia County Fairgrounds and the adjacent public roadway system are adequate to accommodate the proposed ORQMA use.

#### 4. SUMMARY

The following conclusions are based on the materials contained in this analysis.

1. The proposed Oregon Raceway Quarter Midget Association (ORQMA) racetrack and accessory structures are located on an undeveloped portion of the Columbia County Fairgrounds property directly northwest of the existing River City racetrack. The ORQMA will use the existing parking area south of the existing River City track.
2. The property is currently zoned Community Service – Institutional (CS-I), and the proposed development is allowed use.
3. Based on the ORQMA race schedule, very little weekday trip generation will occur during the 7:00-9:00 AM or 4:00-6:00 PM peak periods, except for an occasional Friday evening. Based on historic ORQMA participation/attendance, it is also anticipated there will be fewer than 400 daily trips on event days, further noting these events occur on weekend days and evenings when background transportation system volumes are typically low.
4. Given the size and occurrence frequency of the proposed ORQMA use, and the low background transportation system traffic volumes on weekend days and evenings, it is not anticipated that the ORQMA use will significantly impact the transportation system.
5. The existing transportation facilities at the Columbia County Fairgrounds and the adjacent public roadway system are adequate to accommodate the proposed ORQMA use.

Sincerely,



Christopher M. Clemow, PE, PTOE  
Transportation Engineer



RENEWS 31 DEC 2023

ORQMA

ORQMA AND  
FAIRGROUNDS LEASE

**LICENSE AGREEMENT**  
**by and between the Columbia County Fair Board and**  
**OREGON RACEWAY QUARTER MIDGET ASSOCIATION (ORQMA)**

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, acting by and through its FAIR BOARD, ("County"), and OREGON RACEWAY QUARTER MIDGET ASSOCIATION (ORQMA), an Domestic Nonprofit Corporation ("Licensee").

**RECITALS:**

WHEREAS, pursuant to ORS 565.230, the Columbia County Fair Board ("Fair Board") has the exclusive management of the Columbia County Fairgrounds ("Fairgrounds") located at 58892 Saulser Road, St. Helens, Oregon 97051; and

WHEREAS, Licensee wishes to secure the use of a portion of the Fairgrounds to construct a Quarter Midget Race Facility including a Racetrack and related structures as showed in Exhibit B (the "Facility") and thereafter hold QUARTER MIDGETS OF AMERICA, INC. ("QMA") sanctioned Quarter Midget Races and related ORQMA events; and

WHEREAS The Fair Board is willing to permit such use, on the terms and conditions set forth in this Agreement;

**AGREEMENT:**

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

**I. EFFECTIVE DATE**

This Agreement is effective on the date last signed below.

**II. PROPERTY SUBJECT TO LICENSE**

The property licensed under this Agreement includes:

- A. A portion of the Fairgrounds located in the approximate area shown on the attached Exhibit A, that is sufficiently large to accommodate the improvements shown in Exhibit B. This area is hereinafter referred to as the "Track Area";
- B. The roadway between the Track Area and Gate 5, hereinafter referred to as the "Gate 5 Access";
- C. Parking areas as designated by the Fair Board; and

D. Camping areas as designated by the Fair Board.

Such areas are hereinafter referred to as the "Property."

### III. LICENSE TO CONSTRUCT

A. On the terms and conditions set forth below, the Fair Board grants Licensee, its employees, agents, independent contractors, and invitees a license to build the Facility in the Track Area:

1. Licensee shall bear all costs for the construction and maintenance of the Facility.
2. Licensee is required at its own expense to meet all applicable regulatory requirements in constructing to Facility including obtaining all required permits, licenses and approvals. By executing this document, the County does not warrant that any permits, licenses or approvals shall be issued or waived.
3. The Facility shall be constructed to meet all standards of Quarter Midgets of America ("QMA").
4. The Gate 5 Access shall be used for all Construction ingress and egress. Licensee shall be responsible for maintaining the Gate 5 Access in good repair and in a condition sufficient for its use for construction purposes. Licensee shall be responsible for locking Gate 5 once it has completed construction operations for the day.
5. Licensee has been advised that limited utilities are currently available at the proposed location of the Facility that that those utilities are shared with other activities on the fairgrounds. Any enhancements to existing utilities needed to serve the Facility shall be at the sole expense of Licensee.
6. Licensee shall construct the Facility in such a manner so as to assure the safety of all participants, spectators and bystanders.
7. All improvements constructed by Licensee become the exclusive property of Columbia County. Licensee shall be entitled to no additional compensation for the construction of these improvements beyond this License.
8. Licensee shall remove no existing fencing on the Fairgrounds without the express written permission of the Fair Board.



9. Licensee is aware of the Fair Board's intention to make use of the property during the Blackout period provided for in Section IV (B) of this agreement. Consistent with this intent, all structures placed upon the property shall be constructed in such a manner that they can be removed during the Blackout period.

#### IV. LICENSE TO USE

A. License. On the terms and conditions set forth below, the Fair Board grants Licensee, its employees, agents, independent contractors, and invitees a license to use the Property on dates approved by the Fair Board: This license is non-exclusive. On dates approved by the Fair Board, Licensee shall have exclusive use of the Property, with the exception of the Gate 5 Access, for which it will have shared use. The Fair Board reserves the right to exclusive use of the Property on all other dates.

Unless otherwise directed by the Fair Board in a specific instance, ingress and egress to the Property shall be by way of the Gate 5 Access. Licensee shall be responsible for locking Gate 5 once it has completed operations for the day.

B. Permitted Use. Licensee is permitted to use the Property to hold QMA sanctioned quarter midget automobile races ("Races") and related ORQMA events. In addition, Licensee is permitted to use the Property for camping, setup, cleanup and other activities incidental to holding Races and related ORQMA events. The Races, ORQMA events, and related permitted activities are hereinafter collectively referred to as "Events".

By April 1 of each year Licensee shall provide the Fair Board with a calendar of events for the 12 month period commencing May 1. Licensee will update that calendar with the Fair Board on at least a monthly basis. Races shall be conducted on no more than 16 weekends per 12 month period, on dates specifically authorized in advance by the Fair Board. Absent express written permission, no Event shall be scheduled during the Columbia County Fair and Rodeo or within two weeks of the start or end of the Columbia County Fair and Rodeo, hereinafter referred to as the "Blackout Period".

Upon request of Licensee, the Fair Board, in its sole discretion, may permit Races to take place on more than 16 weekends per calendar year or during the Blackout Period. Licensee acknowledges and understands that all due respect will be given any other engagements booked for the Fairgrounds.

Licensee shall have the right to bring equipment and materials onto the Property as of the commencement of the Term and, unless otherwise agreed to by the Fair Board, shall remove all such equipment and materials and vacate the Property as provided in Section XIII. A of this Agreement no later than the expiration of this Agreement.

C. Restrictions on Use. In connection with the activities contemplated in this Agreement, Licensee shall, and shall cause its employees, agents, independent contractors and Event participants to:

1. Conform to all applicable laws, regulations, ordinances, rulings, and licensing requirements of any public authority relating to Races or the Property, the use thereof, or any activity thereon. In particular, Licensee shall, and shall cause its employees, agents, independent contractors, and participants in its Races to, comply with the Noise Control Regulations of the Department of Environmental Quality, in particular, OAR 340-035-0015 and OAR 340-035-0040. Licensee also specifically agrees to abide by any rules adopted by the County or Fair Board in connection with the use of the Fairgrounds.
2. Conform to all rules and regulations relating to the use of the Fairgrounds.
3. Refrain from any activity that would make it impossible to insure the Property against casualty, would increase the insurance rate, or would prevent the Fair Board from taking advantage of any reduced premium rates for long-term fire insurance policies, unless Licensee pays the additional cost of the insurance.
4. Not load the electrical system or floors of any structure on the Property beyond a reasonable and safe level.
5. Not make any marks on or attach any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of any structure on the Property without the written consent of the Fair Board. The Fair Board consents to the Licensee's placement of banners, sponsor signs, and other marketing on structures within the Track area, including the infield, grandstands, and concession stands.
6. Not use any part of the Fairgrounds other than the designated Property.
7. Not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under, the Fairgrounds. Further, with the exception of those petroleum products necessary to the operation of race vehicles, not cause or permit any Hazardous Substance to be used or brought onto the Property.

Prior to the expiration or earlier termination of this License, Licensee shall remove all Hazardous Substances that may have been brought onto the Property.

The term "Environmental Laws" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or

the environment.

The term "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Prior to commencement of the operation permitted, Licensee shall complete an on-site mitigation plan ("Plan"). The Plan shall provide for Hazardous Substance spill removal procedures. The Plan shall provide for all equipment necessary for Hazardous Substance spill removal. The Plan shall also provide baseline test results for petroleum products. The Plan shall be submitted to and approved by the Fair Board prior to commencement of the Term.

8. Not sell or issue tickets for any one of the Events in excess of 1500, or allow admissions in excess of 1500 (exclusive of Event and security personnel including Race participants) to each of the Events. Upon request, the Fair Board in its sole discretion may wave this limitation for a specific Event. Any such wavier must be in writing.
9. Clean up the Property after each Event, pick up and remove all litter and garbage, repair all damage, remove all graffiti, and in all respects return the Property to first class condition.
10. Prevent the travel of vehicles on and through wetlands on the Property and manage pedestrian travel, if any, across the wetlands in a manner which prevents damage to the wetlands.
11. Ensure that all campers pay camping fees according to then current camping rates established by the Fair Board. Camping on the Fairgrounds shall be subject to the supervision of the Camping Superintendent. Licensee shall make restroom facilities available to campers at all times.
12. Ensure that all racers, other participants, staff, volunteers, and spectators and their legal guardians (if under the age of 18) sign a Release of Liability against Columbia County, the Columbia County Fair Board, and their officers, agents, and employees for their use of the Property. The waiver shall include the following language:

"Racer/Participant/Spectator/Staff/Volunteer (circle one) and legal guardian for  
Racer/Participant/Spectator/Staff/Volunteer (if under the age of 18), shall indemnify, defend, save, and hold harmless Columbia County, the Columbia County Fair Board and their officers, agents and employees, from any and all claims,

suits or actions of any nature, including claims of injury to Racer, Participant, Spectator, Staff, Volunteer, or to any other person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Racer, Participant, Spectator, Staff and/or Volunteer and/or the Oregon Quarter Midget Association, its officers, agents and/or employees arising out the performance of this Agreement."

13. Ensure that all structures placed upon the Property by Licensee are removed prior to the start of the Blackout period provided under Section IV (B) of this agreement. Such structures may be returned to the Property following the end of the Blackout Period. The requirements of this paragraph shall not apply to one storage container and one trailer stored at a location on the Fairgrounds approved by the Fair Board. During this time licensee may also store the walls of the track at the canyon edge. The Fair Board and Columbia County shall have no liability for any loss of damage to items left on the Fairgrounds.

#### V. TERM AND FEE

- A. Term. This Agreement shall commence at 12:01 a.m. on September 1, 2022, and shall expire at 11:59 P.M. on October 31, 2027, ("Term"). The Term of this Agreement will renew annually thereafter for up to three (3) additional one (1) year terms unless either party provides the other Party their notice of intent not to renew the contract at least 60 days before the then current Term expires.
- B. Fee. Licensee shall pay the Fair Board the following fees for each day of each Event for the use of the Property:
  1. A License fee in the amount of \$ 0.00;
  2. A parking fee in the amount of \$10.00 per vehicle, per day parked on the Property. A vehicle with a towed trailer shall be considered one vehicle for the purpose of this fee;
  3. A camping fee for each campsite in use on the Property according to the then current camping rates established by the Fair Board.

Licensee shall pay these fees within five (5) days after each Event, along with an accounting of the parking and camping fees.

#### VI. COVID-19

Licensee shall comply with all applicable state and local COVID-19 related regulations and guidance, and all federal mandates.

## VII. RIGHTS AND RESPONSIBILITIES

- A. Permits and Licenses. Licensee, at its sole expense, shall apply for and obtain all necessary permits and licenses, pay all charges and fees, and give all notices necessary for its use of the Property.
- B. Payment of Other Fees. Licensee shall also pay the following:
1. All governmental taxes or fees imposed on or as a result of Licensee's activities;
  2. The cost of all insurance Licensee is required to obtain under this Agreement; and
  3. Costs of the following personnel and/or services: Sheriff's deputies, reserve and/or posse, and other public safety and security personnel, by separate contract.
- C. Repair by Licensee. Licensee, at its sole expense, shall keep the Property in first-class repair, operating condition, working order, and appearance. "Repair" includes, but is not limited to keeping the property free from all hazardous substances, as defined herein. If Licensee fails or refuses to make repairs required by this section, the Fair Board may make the repairs and charge the actual costs of repairs to Licensee. Such expenditures by the Fair Board shall be reimbursed by Licensee on demand together with interest at the rate of 10% per annum from the date of expenditure by the Fair Board. Licensee's obligations under Section of the Agreement continue beyond termination of this Agreement.
- D. Fair Board's Maintenance and Inspection of Property. Licensee acknowledges and agrees that during the Term, including during each of the Events, the Fair Board and its officers, agents and employees shall be entitled to perform repairs and maintenance on the Property and other structures or facilities located at the Fairgrounds, and to inspect the Property to determine Licensee's compliance with this Agreement. Licensee agrees that it, its officers, agents and employees, and Race participants will follow the instructions of the Fair Board with respect to such matters. The Fair Board agrees that its activities will not cause unreasonable interference with use of the Property by Licensee. Licensee shall have no right to an abatement of the license fee nor any claim against the Fair Board for any inconvenience or disturbance resulting from the Fair Board's activities performed under this section.
- E. Alterations Prohibited. Except for as provided in Section III and its obligation to maintain the Gate 5 Access, Licensee shall make no improvements or alterations on the Property without first obtaining the Fair Board's written

permission. All permitted alterations shall be made in a good and workmanlike manner, and in compliance with all applicable laws and building codes.

- F. Sanitation. Licensee is responsible for assuring that sufficient sanitary facilities are on the Property for every event to service the needs of all spectators, participants and campers.
- G. Services Provided by Licensee. Licensee shall at its own cost obtain all other services necessary to perform Events and Licensee's obligations under this Agreement, including without limitation security, ticket sellers, ticket takers, and clean-up, maintenance and janitorial personnel.
- H. Seating/Standing Capacity; No Obstructions. The Fair Board retains the right to determine the seating and standing capacity of the Property based on applicable codes. In addition the Fair Board reserves the right to set the capacity for any structures thereon to allow sufficient space for people to move safely and freely about. Licensee has the right to fence off sensitive areas of the Property and retain complete control of access to these areas during the Events. Fair Board representatives will be given credentials that will allow them access into these areas.
- I. Objectionable Conduct on Property. The Fair Board reserves the right for itself, its officers, agents and employees to evict or cause to be evicted from the Property any objectionable person or persons without liability of the Fair Board therefore provided Licensee is consulted ahead of time.
- J. Concessions. The Fair Board shall have the exclusive right to operate or license concessions at the Racetrack prior to, during and after Events. Licensee agrees that the Fair Board and its designees shall have access to the Property as they may require.

Notwithstanding the above paragraph, Licensee may operate a snack shack at the Track so long as Licensee pays to the Fair Board a concession fee calculated at the rate of ten (10) per cent of the gross revenue of the snack shack.

- K. Good Neighbor Plan. Licensee shall exercise diligent and good faith efforts to develop a good neighbor plan to minimize adverse impacts from Licensee's Events on the neighborhood within a three-mile radius of the Property. Licensee shall listen to the concerns of the neighbors and address issues raised in a good faith manner in an effort to establish a good neighbor agreement or good neighbor plan. The issues addressed shall include, but not be limited to, compliance with noise limits, traffic management, litter cleanup, vandalism prevention, drug use prevention and alcohol management, neighborhood response teams, community hotline, oversight and enforcement.

- L. Traffic Management. Licensee shall exercise diligent efforts to manage traffic in a manner which promotes public safety and minimizes adverse impacts from Licensee's Events on the roads and neighborhood in the vicinity of the Property.

## VIII. INSURANCE

- A. General Liability Insurance. Licensee shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Licensee shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Licensee agrees to notify County immediately upon notification to Licensee that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.
- B. Waiver of Subrogation. The County shall not be liable to Licensee (or to Licensee's successors or assigns) for any loss or damage caused by any of the risks enumerated in any insurance policy required to be maintained by Licensee, and in the event of insured loss, Licensee's insurance company shall not have a subrogated claim against the County and the Fair Board, and/or their officers, agents and employees. This waiver of subrogation shall survive the termination of this contract.

## IX. LIABILITY, INDEMNITY

- A. Liens. Licensee shall pay as due all claims for work done on or material furnished to the Property in connection with its use of the Property under this Agreement, and shall keep the Property free from any and all worker's, supplier's, contractor's, laborer's or similar liens. If Licensee fails to pay any such claims or discharge any lien, the Fair Board may do so and any such amount shall bear interest at the rate of 10% per annum from the date expended by the Fair Board and shall be payable on demand. Such action by the Fair Board shall not constitute a waiver of any right or remedy which the Fair Board may have as a result of Licensee's default.
- B. Indemnification. Licensee shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement.

This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

Licensee's obligations under Section IX continue beyond termination of this Agreement.

#### X. DEFAULT

##### A. Events of Default by Licensee. The following shall be events of default by Licensee:

1. Default in Payment. Licensee shall fail to make any payments required under this Agreement when due.
2. Default in Other Covenants. Licensee shall fail to provide the required proof of insurance or to comply with any other term or condition or fulfill any obligation of this Agreement.
3. Permits. Licensee shall fail to obtain all necessary permits or approvals (and provide copies to the Fair Board on request) for Licensee's construction of the Facility or use of the Property.
4. Insolvency. Licensee shall be declared bankrupt or insolvent according to law, an assignment of Licensee's property shall be made for the benefit of creditors, or Licensee shall admit in writing its inability generally to pay debts as they become due.

##### B. Fair Board Default. The Fair Board shall be in default if it shall fail to perform its obligations hereunder in any material respect.

#### XI. TERMINATION/REMEDIES ON DEFAULT

##### A. This Agreement shall terminate:

1. For convenience upon 30 days written notice to the other party;
2. The Property is partly or wholly damaged or destroyed;
3. Through no default of Licensee use of all or part of the Property is restricted by exercise or under threat of the exercise of power by a governmental agency with jurisdiction, and in the Fair Board's reasonable judgment, such occurrence renders performance of this Agreement impossible or unfeasible;
4. If the Fair Board loses the legal authority to permit the use of the Property for the purposes provided under this agreement for the Term of this agreement or for any of the Events; or



5. If Licensee ceases operations, abandons the property, dissolves or ceases to exist;
  6. If, after 60 days written notice that a party is under default as provided Section XI, that party has failed to correct that default.
- B. In the event this Agreement is terminated under Subsections A 1-4 of this Section, neither party shall be liable to the other for any damages, including indirect, incidental, or consequential damages, suffered as a result of such event, the cancellation of Events, nor the termination of this Agreement. If such event occurs during or after any of Events, Licensee shall not be entitled to any reduction in the fees owed for such Event. After such event occurs, Licensee shall promptly surrender the Property and shall have 60 days from the date of termination to remove equipment and personal property not affixed to the land. After 60 days any equipment or personal property remaining on the Property shall become property of the Fair Board.
- C. In the event this Agreement is terminated under Subsections A 5 or 6 of this Section, the Fair Board may re-enter and take immediate possession of the Property, and remove any persons or property without liability for damages. The Fair Board shall be entitled to the following damages:
1. The loss of income resulting from the termination of this Agreement from the date of termination until the expiration of the Term.
  2. The reasonable costs of re-entry and repairs, including without limitation the cost of any cleanup, refurbishing, removal of Licensee's property and fixtures, or any other expense occasioned by Licensee's default including but not limited to, any remodeling or repair costs, attorney fees and court costs.
- D. The rights and remedies for breach of this Agreement shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

## XII. FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, terrorist act, pandemic, epidemic, declared state of emergency, public health emergency or other cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the Fair

Board. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

### XIII. MISCELLANEOUS

A. Surrender of Property. At the expiration of the Term or upon any sooner termination of the Agreement, Licensee will quit and peaceably and quickly deliver up the Property to the Fair Board litter-free, broom-clean, and in as good order and condition, in full repair as immediately prior to Licensee's first use of the Property under any Agreement. In the event Licensee does not comply with this provision, Licensee shall reimburse the Fair Board on demand for the cost of all janitorial, repair, including but not limited to environmental mitigation, and other expenses incurred in connection with the cleanup and/or repair of the Property. Upon termination, or in the event Licensee determines to cease operations, abandons the Property, or dissolves or ceases to exist, this agreement shall terminate, Licensee will have the right to remove equipment for a period of 60 days, after which time, Licensee will give up all rights to buildings, the Racetrack, fencing, guard rails and any other improvements, and all improvements to the real estate shall revert to the Fair Board, and shall be held the same as any other improvements to said Fairgrounds. Licensee shall be deemed to have abandoned the Property if no Race occurs within a one year period.

B. Contract Representatives. Contract representatives for this Agreement shall be:

For County:

Julie Pelletier  
President  
Columbia County Fair Board  
PO Box 74  
St. Helens, OR 97051  
503-397-4231  
[julie.pelletier@columbiacountyfairgrounds.com](mailto:julie.pelletier@columbiacountyfairgrounds.com)

For Licensee:

Rose-Ann Hamness  
President  
Oregon Raceway  
Quarter Midget Assoc.  
1405 SW 14<sup>th</sup> Avenue  
Portland, Oregon 97201  
503-222-1951/(c)503-816-8847  
[rose-annh@abdins.com](mailto:rose-annh@abdins.com)

All correspondence shall be sent to the contract representatives at the mailing address listed above when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

C. No Partnership. The Fair Board is not by virtue of this Agreement a partner or joint venturer with Licensee in connection with the activities contemplated by this Agreement, and shall have no obligation with respect to Licensee's

debts or other liabilities, and no interest in Licensee's profits.

- D. Assignment. Licensee may not assign its rights or obligations under this Agreement without the Fair Board's prior written consent.
- E. Entire Agreement. This document constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral, written, or contemporaneous agreement between the parties.
- F. Time. Time is of the essence of this Agreement.
- H. Attorneys' Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought regarding performance of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- I. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- J. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the circuit courts of the State of Oregon for Columbia County in St. Helens, Oregon.
- K. Amendment. This Agreement may only be amended by a writing signed by the Fair Board and Licensee.
- L. No Waiver. Waiver by either party of the strict performance of any term or covenant of this Agreement or of the timely payment of license fee due or any right under this Agreement shall not be a continuing waiver.
- M. Successors and Assigns. This Agreement and the covenants, agreements, obligations, and restrictions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.
- N. Notices. Any notice required or permitted under this Agreement shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail, return receipt requested, addressed to the address first given in this Agreement or to such other address as may be specified from time to time by either of the parties in writing.

- O. Independent Contractor. Licensee is solely an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of the Fair Board for any purpose whatsoever. The Fair Board does not have the right of direction or control over the manner in which Licensee delivers services under this Agreement and does not exercise any control over the activities of the Licensee, except the services must be performed in a manner that is consistent with the terms of this Agreement. The Fair Board shall have no obligation with respect to Licensee's debts or any other liabilities of Licensee. Licensee shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
1. Licensee will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  2. This Agreement is not intended to entitle Licensee to any benefits generally granted to Fair Board employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Licensee are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Licensee is presently a member of the Public Employees Retirement System).
  3. The Licensee is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Licensee has the assistance of other persons in the performance of the Agreement, the Licensee shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Licensee performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Licensee shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- P. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:
1. Licensee shall:
    - (a) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.

- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
  - (c) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. Licensee shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
  3. Licensee shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.  
  
Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
  4. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
  5. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

#### XIV. NON-DISCRIMINATION

Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance

of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

#### XV. COUNTERPARTS

This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original

#### XVI. ENTIRE AGREEMENT

**THIS AGREEMENT 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 THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. LICENSEE, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

OREGON RACEWAY QUARTER  
MIDGET ASSOCIATION

COLUMBIA COUNTY, OREGON  
ACTING BY AND THROUGH ITS FAIR

By: Rose Ann Hamness  
Rose-Ann Hamness, President

By: \_\_\_\_\_  
Julie Pelletier, President

Date: 9/1/2022

Date: \_\_\_\_\_

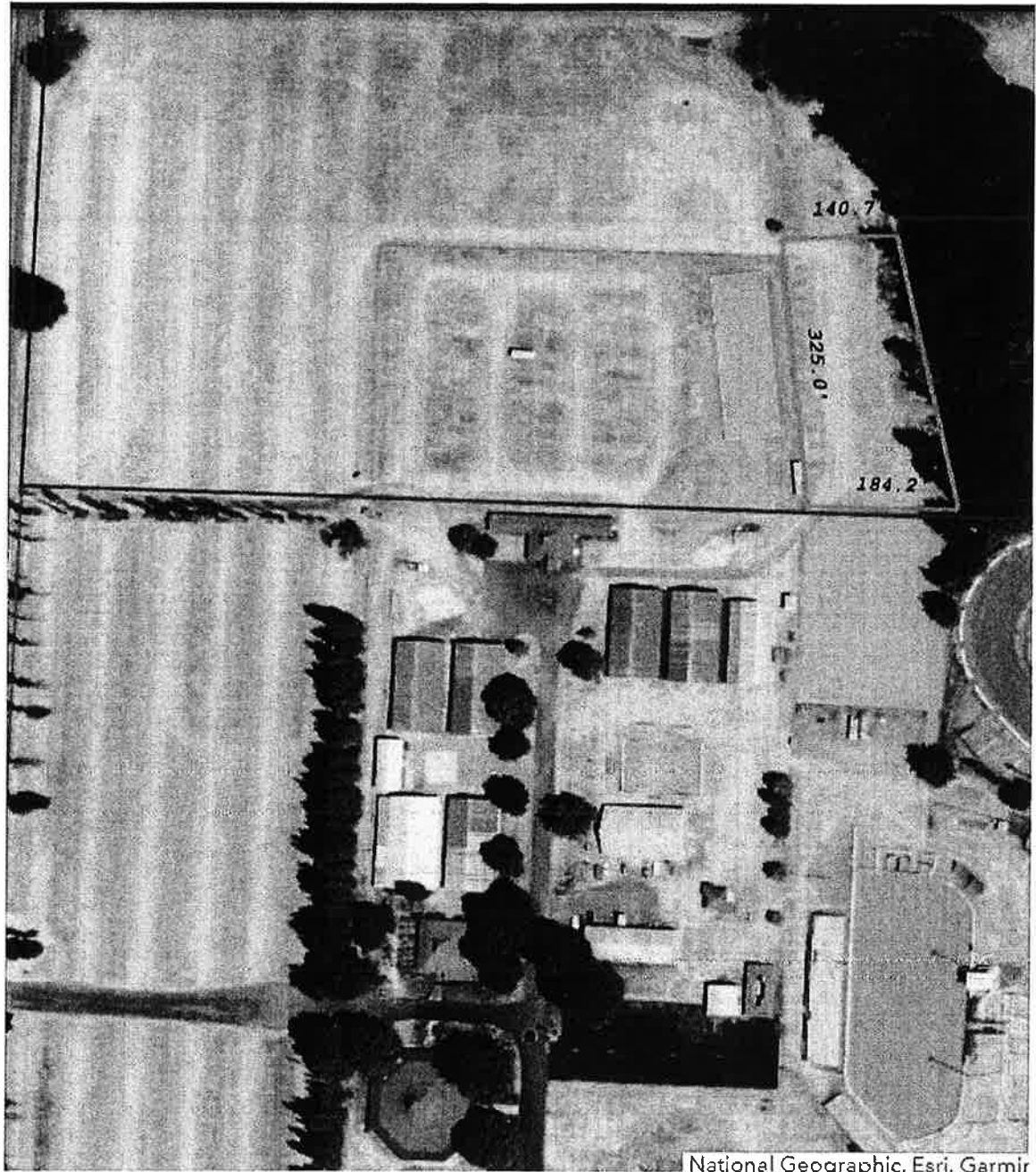
Approved as to form

By: \_\_\_\_\_  
Hanna Russell, Secretary

By: E. D. Mesa  
Office of County Counsel

Date: \_\_\_\_\_

Exhibit A



National Geographic, Esri, Garmin

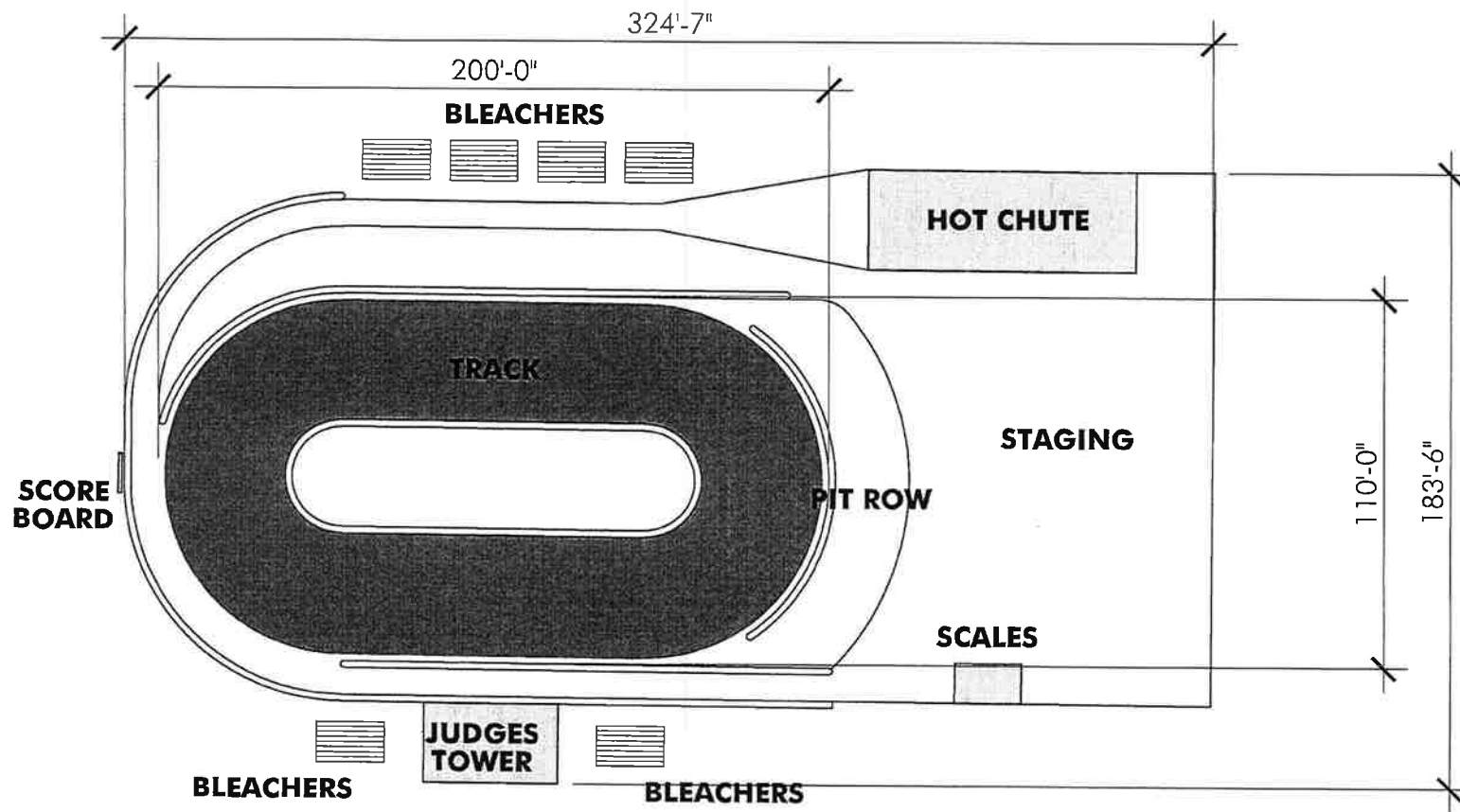


Exhibit B

# **COLUMBIA COUNTY - SITE PLAN PROPOSED QUARTER MIDGET RACE TRACK**

1:50 @ 8 1/2 x 11

MAY 15, 2022



ORQMA

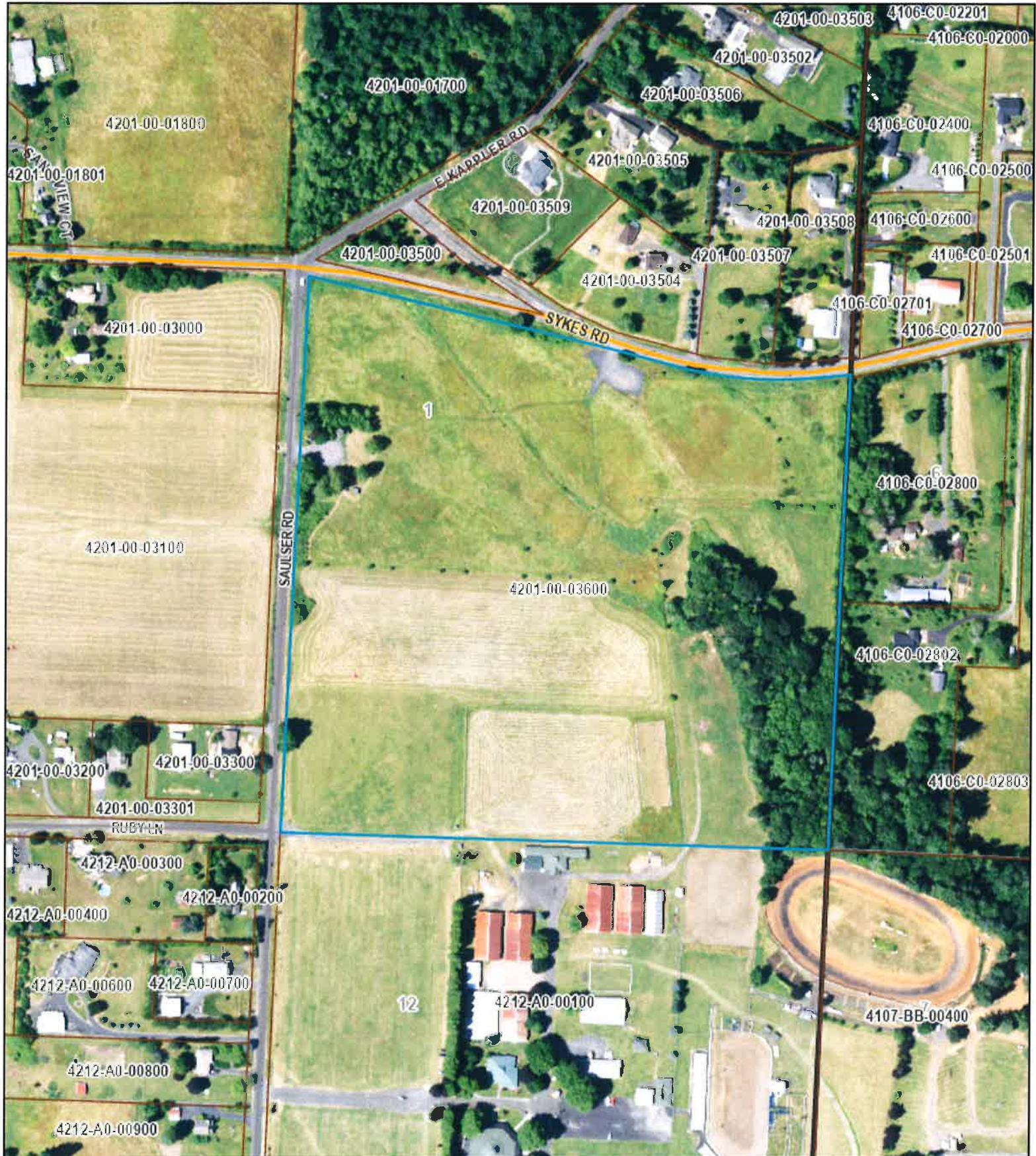
APPLICATIONS







# DR 23-08 Aerial



3/27/2023 9:22 AM

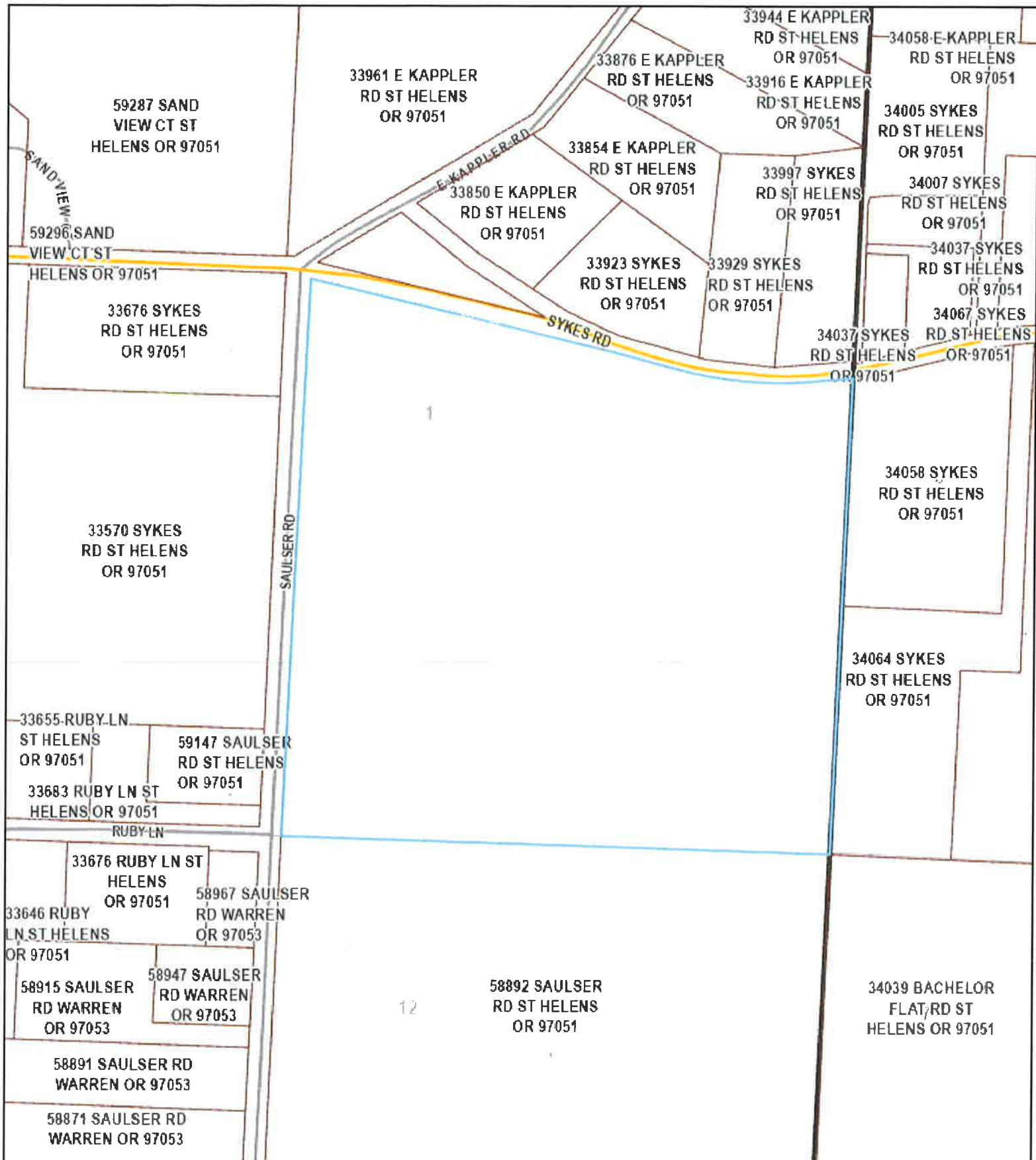
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**Disclaimer:** This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map





# DR 23-08 Address



3/27/2023 9:24 AM





# DR 23-08 Vicinity



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed June, 2022.

0

5

10 mi

3/27/2023 9:28 AM

**Disclaimer:** This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map





# DR 23-08 Stream Map



3/27/2023 9:30 AM

ORQMA  
LAND USE  
APPLICATION  
MATERIALS

MARCH 15, 2023

*John*  
4-15-23

ID	PERIOD	-----NAME-----	LICENSE CODE	BALANCE
00486	4/01/23- 4/01/24	WESTSIDE DRYWALL INC	CONTSHEE CONTRACTOR-SHEETROCK	0.00
00503	2/04/23- 2/04/24	UNITED FIRE HEALTH & SAFETY	SALESERV SALES/SERVICE/MAINT	0.00
00782	3/12/23- 3/12/24	ELAGENT AUTO DETAILING LLC	AUTOBODY AUTO BODY/DETAILING	0.00
00880	3/31/23- 3/31/24	2 BROKE GIRLS & A GUY	2NDHAND 2ND HAND DEALER/PAWN	0.00
01075	3/22/23- 3/22/24	*OHLER ORIGINALS	ART ART	0.00
01089	4/12/23- 4/12/24	T&T TRUE THAI LLC	FOODCART FOOD TRUCK	0.00
01207	4/20/23- 4/20/24	IN LINE COMMERCIAL CONST.	CONTGEN CONTRACTOR-GENERAL	0.00
01208	4/24/23- 4/24/24	BADGER DAYLIGHTING CORP	EXCAV EXCAVATION	0.00
01209	4/25/23- 4/25/24	FINE QUALITY CONSTRUCTION INC.	CONTGEN CONTRACTOR-GENERAL	0.00
01211	4/25/23-10/25/23	LOST LOCALS MEDIA LLC	7 DAY 6 MONTH LICENSE	0.00
01212	4/28/23- 4/28/24	COUNTRY BLOSSOM BOUTIQUE	RETCLOTH RETAIL - CLOTHING	0.00
01215	5/02/23- 5/02/24	RETRIEVER TOWING	MISC MISCELLANEOUS	0.00



5-12-2023 3:19 PM

F O R M S   R E G I S T E R

PACKET: 00577   5-12-23 Approvals   5-12-23 Approvals  
SEQUENCE:   License #

LICENSE CODE		TOTAL	BALANCE
2NDHAND	2ND HAND DEALER/PAWN	1	0.00
7 DAY	6 MONTH LICENSE	1	0.00
ART	ART	1	0.00
AUTOBODY	AUTO BODY/DETAILING	1	0.00
CONTGEN	CONTRACTOR-GENERAL	2	0.00
CONTSHEE	CONTRACTOR-SHEETROCK	1	0.00
EXCAV	EXCAVATION	1	0.00
FOODCART	FOOD TRUCK	1	0.00
MISC	MISCELLANEOUS	1	0.00
RET Cloth	RETAIL - CLOTHING	1	0.00
SALESERV	SALES/SERVICE/MAINT	1	0.00
TOTAL ALL CODES:		12	0.00

5-12-2023 3:19 PM

F O R M S   R E G I S T E R

PACKET: 00577 5-12-23 Approvals 5-12-23 Approvals  
SEQUENCE: License #

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\*\*\* SELECTION CRITERIA \*\*\*

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License Range:	thru ZZZZZZZZZZ
License Codes:	All
Balance:	9999999999R thru 9999999999
Fee Codes:	All
Fee Paid Status:	Paid and Unpaid
Origination Dates:	0/00/0000 thru 99/99/9999
Effective Dates:	0/00/0000 thru 99/99/9999
Expiration Dates:	0/00/0000 thru 99/99/9999
Renewal Dates:	0/00/0000 thru 99/99/9999
Payment Dates:	0/00/0000 thru 99/99/9999
Print Dates:	0/00/0000 thru 99/99/9999
License Status:	Active
Termination Code:	
Paid Status:	Paid
City Limits:	Inside and Outside
Printed:	No
Comment Code:	

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\*\* END OF REPORT \*\*

## Kathy Payne

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**From:** judyann2@q.com  
**Sent:** Thursday, May 18, 2023 5:49 PM  
**To:** Kathy Payne  
**Cc:** Rick Scholl  
**Subject:** [External] Judy Town Hall Steve Toschi Peteion

Hi Kathy, I am not sure how to go about this. I did attend the town hall regarding cities having to have a plan for camping unhoused people. I clearly did not correctly understand what how and what our city is doing and from the town hall Steve Toschi facilitated I did sign the petition and I would like to un-sign if that is possible? I did not have the correct information and If I would have had the information that the city has I would not have signed this petition. Thank you. judy