



CITY OF OREGON CITY CITY COMMISSION SPECIAL MCLOUGHLIN PROMENADE SITE TOUR AGENDA

McLoughlin Promenade, 625 Center Street, Oregon City, OR 97045
Wednesday, April 16, 2025 at 6:00 PM

Typically there are no public comments at site tours, but written comments are accepted by:

- Email recorderteam@orc.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

1. ON-SITE INSPECTION

a. McLoughlin Promenade Site Tour

Tour will begin at City Hall, 625 Center Street, and continue along the McLoughlin Promenade, returning to City Hall by approximately 6:45 PM. This event is an on-site inspection of the City Commission's McLoughlin Promenade Charter Park project and/or program identified by ORS 192.610(7)(b).

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the [Oregon City's website](#) and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

Jakob Wiley

From: Tony Konkol
Sent: Monday, April 14, 2025 4:16 PM
To: Jakob Wiley
Subject: FW: Charter Park Process and 123 High Street
Attachments: 1925-7 (PDF).pdf

From: Greg Rose <gregrose43@gmail.com>
Sent: Monday, April 14, 2025 2:30 PM
To: dmcgriff@oregoncity.org; Adam Marl <amarl@orcitey.org>; Mike Mitchell <mitchell@orcitey.org>; Rocky Smith, Jr. <rsmith@orcitey.org>; Tony Konkol <tkonkol@orcitey.org>; Alex Rains <arains@orcitey.org>; Scott Wilson <swilson@orcitey.org>
Subject: Charter Park Process and 123 High Street

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

4/14/2025

Oregon City Commissioners, Mayor McGriff, and City Management,

My name is Greg Rose and my wife Carrie and I own the property at 123 High Street. I wanted to reach out in regards to the issue of our garage which has been an ongoing point of discussion as it relates to the city's desire to make the Promenade Park a charter park.

I recently spoke at a City Council meeting where the encroachments of properties were discussed. During my testimony I stated that our garage has been in place since the house was built in 1919. I mentioned the historical photo of our house on the Oregon City website showing our garage. Also, in the attached Sanborn Map drawn in 1925, that was obtained through the Oregon City website, you can see our garage in place.

During the last work session Mayor McGriff stated that our garage is a "shed" and "it's not something that's been there for 50 years, 40 years, or 20 years, or even 5 years." As you can see in the attached map, our garage has been in the same exact location for over 100 years. Statements and assumptions that are untrue are causing unnecessary confusion and doubt about the situation of our property.

In the 1925 Map copied from the Oregon City website you will see our garage. Our home is marked with a "D" standing for dwelling and our garage is marked with an "A" which stands for Auto. This map proves that our garage was present in 1925 in the exact location that it still stands and was most likely part of the original build of the home in 1919.

We care deeply about our city, our historic property, and the Promenade. We want to do what is best for the City while upholding the historical integrity of our property. Our hope is to come to a reasonable and common-sense solution that satisfies both parties. We look forward to an open discussion with you regarding this matter.

Sincerely,

Greg and Carrie Rose

503-267-5093

Jakob Wiley

From: Tony Konkol
Sent: Monday, April 14, 2025 4:16 PM
To: Jakob Wiley
Subject: FW: 118 Promenade & McLoughlin Promenade | ORS 105.682, Community Stewardship & Continued Use
Attachments: 118 Promenade Street _ Oregon City, OR.pdf; 118_Promenade.pdf; Revocable Encroachment License - 118 Promenade St.pdf; Property -12 118 Promenade Street _ Oregon City, OR.pdf; 118 Promenade St - Photos of Park Encroachment 2025-04-12.pdf

From: Shelby Sundling <shelby.sundling@gmail.com>
Sent: Sunday, April 13, 2025 3:18 PM
To: Denyse McGriff <dmcgriff@orccity.org>; Adam Marl <amarl@orccity.org>; Mike Mitchell <mmitchell@orccity.org>; Rocky Smith, Jr. <rsmith@orccity.org>; Scott Wilson <swilson@orccity.org>; Tony Konkol <tkonkol@orccity.org>; Alex Rains <arains@orccity.org>; billkab@batemanseidel.com; Recorder Team <recorderteam@orccity.org>; Evan Lee <elee@orccity.org>
Cc: Russ Lathrop <rustygraylathrop@gmail.com>
Subject: 118 Promenade & McLoughlin Promenade | ORS 105.682, Community Stewardship & Continued Use

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor McGriff, Commissioners, City Manager Konkol, and Oregon City Leadership,

Thank you for your time and dedication to Oregon City—so much of it is volunteered and often goes unnoticed. We appreciate your efforts and welcome this opportunity to continue the conversation.

Since Russ' earlier letter was included in the last meeting's packet, we'll keep this simple and focus on clarifying our intent and a few lingering concerns.

Who We Are

We are Russ and Shelby, longtime Oregon City residents and owners of 118 Promenade since 2016. Even before moving in, we joined park clean-ups, drawn by the charm and history of this neighborhood.

The Facts

- Our house was built in 1945—it is not new construction.
- We completed a modest remodel (adding 29.45%) under the threshold for Historic Review Board approval.
- Every step followed city permits, architectural review, and planning.
- We worked hard to preserve the home's character: restoring siding, salvaging hardware, and repurposing original shiplap—always with stewardship in mind.

Attached: Photos from the Oregon City website showing landscaping and parking have been consistent with the space's longtime use.

Why We're Writing

We simply want to continue caring for the small park slope next to our home under the Encroachment License—as neighbors, not owners. We fully understand this is public land. We've always treated it that way.

Two Concerns

1. Revocable Clause

The “at any time for any reason” language feels broad. To ensure fairness, we respectfully suggest adding a clear process for revocation—perhaps through committee review.

2. Indemnification & Insurance

As written, we could be held liable for injuries to park visitors, even if we have no connection to or control over an incident. This seems disproportionate given Oregon’s recreational use immunity statute (ORS 105.682). A balanced solution would treat us like any other Oregon City resident who parks or maintains landscaping adjacent to city property—relying on existing homeowner and auto insurance.

Attached: City Encroachment License agreement.

Stewardship in Practice

- Before we bought the home, the slope was overgrown, full of debris, and unsafe. At no cost to the City, we cleaned it up, hauling two truckloads of garbage and removing a decades-old concrete block path leading from the house to the park.
- The Oregon City Parks & Recreation Department operates with limited staff and funding, making community involvement essential. Well-maintained public spaces strengthen neighborhoods and improve the local environment. In that spirit, we continue to quietly care for this area, ensuring it remains safe and well-kept.
- Leftover pavers, temporarily stored on park property, have been removed. The gravel parking area is clean, safe, and utilizes less space than previous residents used.
- The satellite photo reviewed at the last meeting was taken mid-project and does not accurately reflect the completed space after gravel was replenished.

Attached: Photo of the space as of April 12, 2025.

Shared Purpose

We all want the same thing—a space where families picnic, kids climb on boulders, and neighbors gather. We’d like to continue doing our part, alongside you and the community, to keep it that way.

Thank you for your time and service.

Russ & Shelby
118 Promenade Street
Oregon City, OR

Shelby Sundling
shelby.sundling@gmail.com

Russ Lathrop
RustyGrayLathrop@gmail.com







118 PROMENADE STREET

This house sits under a side gable roof with two gabled dormers on the west façade. Centered on this façade is the main entry to the house, covered by a small, shed roof that is an addition to the house. The gables feature shallow enclosed eaves and decorative barge moldings. The house is entirely clad with lap siding with decorative corner moldings. The windows are predominantly 8/1 double-hung wood sash, but two large, fixed panes with seven-pane transoms flank the central west entry. The windows typically feature narrow trim moldings.

This property is located within the McLoughlin Conservation District but is not a locally designated historic site. Contact ocplanning@orccity.org for more information.

Historic Inventory Form

- 118 Promenade





Government Websites for CivicPlus®



Hi I'm Ellee 🙋, how can I help?

OREGON CITY HISTORIC RESOURCE SURVEY FORM

Street Address: 118 PROMENADE ST		City: OREGON CITY	
USGS Quad Name: Oregon City		GPS Latitude: 45 21 12 N	Longitude: 122 36 41 W
Township: 02S	Range: 02E	Section: 31 Block: 73	Lot: 2x Map #: 22E31CA Tax Lot #: 200
Date of Construction: c. 1945	Historic Name:		Historic Use or Function: Domestic - single dwelling
Grouping or Cluster Name: NA	*Current Name or Use: Domestic - single dwelling		Associated Archaeological Site: Unknown
Architectural Classification(s): Colonial		Plan Type/Shape: Rectangle	Number of Stories: 1.5
Foundation Material: Concrete		Structural Framing: Unknown	Moved? No
Roof Type/Material: Gable / Composition shingle		Window Type/Material: 8/1 wood double-hung	
Exterior Surface Materials Primary: Lap		Secondary:	Decorative:
Exterior Alterations or Additions/Approximate Date: Shed roof over entry added.			
Number and Type of Associated Resources: None			
Integrity: Good Condition: Good		Local Ranking:	National Register Listed? No
Potentially Eligible: ☐ Individually or ☒ As a contributing resource in a district Not Eligible: ☐ Intact but lacks distinction ☐ Altered (choose one): ☐ Reversible/Potentially eligible individually or in district ☐ Reversible/Ineligible as it lacks distinction ☐ Irretrievable loss of integrity ☐ Not 50 years old			
Description of Physical and Landscape Features:			
This house sits under a side gable roof with two gabled dormers on the west façade. Centered on this façade is the main entry to the house, covered by a small shed roof that is an addition to the house. The gables feature shallow enclosed eaves and decorative barge moldings. The house is entirely clad with lap siding with decorative corner moldings. The windows are predominantly 8/1 double-hung wood sash, but two large fixed panes with seven-pane transoms flank the central west entry. The windows typically feature narrow trim moldings.			
Statement of Significance:			

Researcher/Organization: Alex McMurry / HPNW		Date Recorded: 3/25/2002
Survey Form Page 1	Address: 118 PROMENADE ST	Local Designation # SHPO #

Property #12

Property Owner: Russell Lathrop & Shelby Ann Sundling

Property Address: 118 Promenade St., Oregon City, OR 97045

Property Tax Identification Number: 22E31CA00200

Description / Depiction of Encroachment Area:



The property at 118 Promenade St. is accessed through the public alley, labeled “Promenade Street” from High Street. Parking, access, and residential landscaping extend into the Promenade area. The property line is situated close to the walkway on the west side to the house, which appears to be the front of the house. The landscaping to the west of the parking area (and entirely on the Promenade) has drip irrigation in the planter bed area.

Description / Depiction of Approved Encroachment Use: access, parking and landscaping

Encroachment Property to be Removed: none

Current Status: has not signed the agreement.

REVOCABLE ENCROACHMENT LICENSE

THIS REVOCABLE ENCROACHMENT LICENSE ("License") is made as of the Effective Date set forth in Exhibit A hereto by and between the City of Oregon City ("City") and the person or entity identified as "Owner" in Exhibit A ("Owner").

RECITALS

A. Owner owns the property identified in Exhibit A ("Property"). The City owns property commonly known and referred to as the McLaughlin Promenade. Owner currently uses a portion of the McLaughlin Promenade as identified/and or depicted in Exhibit A as the "Encroachment Area" without legal right for the purposes identified/and or depicted in Exhibit A as the "Approved Encroachment Use."

B. The City is agreeable to allow (subject to revocation as set forth herein) Owner to continue the use of the Encroachment Area for the Encroachment Use subject to the terms and conditions set forth in this License.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. Term of License. This License shall commence on the Effective Date and shall continue until revoked in writing by the City. City may revoke this License at any time for any reason upon thirty (30) days' written notice to Owner. Owner acknowledges that this License is a license only and does not grant any direct or implied real property interest in the Encroachment Area.

2. Purpose of License. This License is for the sole purpose of allowing Owner to continue the existence and use of the Encroachment Area for the Approved Encroachment Use until revoked by the City. Owner shall not use McLoughlin Promenade for any other purpose. Owner acknowledges that the City owns all right, title and interest to the Encroachment Area free of any claim by Owner of ownership to or rights of possession or use of the Encroachment Area.

3. Requirement to Remove Encroachment Property to be Removed. Without diminishing the effect of Section 2 above, Owner acknowledges that City does not agree to permit the use of the Encroachment Area or other City property as to any property designated as "Encroachment Property to be Removed" in Exhibit A hereto and Owner agrees to remove the Encroachment Property to be Removed not later than the "Encroachment Property Removal Date" set forth in Exhibit A.

4. Removal Upon Destruction. If any property that is part of the Approved Encroachment Use is destroyed or materially damaged so that it is no longer reasonably useful without material restoration, Owner shall promptly remove such property after such destruction of material damage.

5. No Compensation. Owner shall not owe City any compensation for the grant of this License.

6. Indemnity and Insurance. Homeowner does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively "indemnitees") from any and all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to the homeowner's activity described in the agreement and or authorized by the City's decision. Without limiting the generality of the foregoing, the

homeowner understands and agrees that this release discharges each of the indemnitees from any liability or claim that the homeowner may have against any of them with respect to any bodily injury, personal injury, illness, death or property damage that may arise from or relate to the homeowner's activity described in Exhibit A and or otherwise authorized by the City's decision. The homeowner hereby expressly and specifically assumes the risk of injury or harm or damage to person or property with respect to the activity described in Exhibit A or otherwise authorized by the City's decision, whether caused by the negligence of any of the indemnitees or otherwise.

The homeowner agrees to indemnify, defend (with legal counsel acceptable to the indemnitees) and hold the indemnitees harmless from any and all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the indemnitees may sustain or incur arising from or relating to the homeowner's activity described in Exhibit A and or otherwise authorized by the City's decision. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to the homeowner's activity described in Exhibit A or otherwise authorized by the City's decision. In the event that a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation, any proceeding under U.S. Bankruptcy Code is instituted to interpret or enforce any provision of this agreement, or with respect to any dispute relating to this agreement, including without limitation, any action in which a declaration or rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at a trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

7. Miscellaneous Provisions.

a. Entire Agreement. This License contains the entire, final, and complete terms of the License and understanding of Owner and City with respect to the subject matter hereof, and supersedes and replaces any and all written or oral agreements and understandings heretofore made or existing by and between the parties or their representatives with respect thereto.

b. Notices. Any notice or other communication required or permitted under this License shall be in writing and shall be deemed given: (i) three (3) days after deposit when mailed by first class mail from within the United States or (ii) one business day after deposit with a nationally recognized express courier. As to the Owner, notices shall be sent to the address of the Property. As to the City, notice shall be sent to the then current City Hall address.

c. Amendment. This License may not be amended, modified, or changed, nor shall any provision hereof be deemed waived, except only by an instrument in writing signed by the party against whom enforcement of any such waiver, amendment, modification or change is sought.

d. Attorney Fees. In the event a party fails to perform any of its obligations under this License, such nonperforming party shall reimburse the other party for all costs and expenses, including without limitation, reasonable attorney fees, incurred in the enforcement of such obligations. In addition, in the event of any legal action to enforce or interpret this License, or otherwise related to this License, the prevailing party, in addition to all other amounts that the other party may be required to pay, shall be entitled to recover such additional sum for the prevailing party's reasonable attorney fees and costs, as the applicable court determines to be reasonable in the action, including any proceeding at trial, on appeal, or on petition for review, and in any bankruptcy proceeding.

e. No Third-Party Beneficiaries. Nothing in this License, express or implied, is intended to confer on any person, other than the express parties to this License any right or remedy of any nature whatsoever.

f. Counterparts. This License may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

g. No Waiver. No waiver of any provision hereof by the City shall be effective unless made in writing and signed by the City. The failure of the City to require the performance of any term or obligation of this Agreement, or the waiver by the City of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation by the City or be deemed a waiver by the City of any subsequent breach.

ENTERED INTO by Owner and City as of the Effective Date.

OWNER: _____ _____	CITY: By: _____ Anthony J. Konkol III, City Manager
---	--

EXHIBIT A

Effective Date: _____, 202[]:

Property Owner: Russell Lathrop & Shelby Ann Sundling

Property Address: 118 Promenade St., Oregon City, OR 97045

Property Tax Identification Number: 22E31CA00200

Description / Depiction of Encroachment Area:



The property at 118 Promenade St. is accessed through the public alley, labeled “Promenade Street” from High Street. Parking, access, and residential landscaping extend into the Promenade area. The property line is situated close to the walkway on the west side to the house, which appears to be the front of the house. The landscaping to the west of the parking area (and entirely on the Promenade) has drip irrigation in the planter bed area.

Description / Depiction of Approved Encroachment Use: access, parking and landscaping

Encroachment Property to be Removed: none

Required Date of Removal of Encroachment Property to be Removed: N/A