

**AGREEMENT FOR DEVELOPMENT  
BETWEEN  
THE CITY OF PORTLAND AND  
NORTHWEST NATURAL**

This Agreement for Development ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 1998 ("Effective Date") between the City of Portland ("City"), a municipal corporation of the State of Oregon and Northwest Natural ("NWN"). The City and NWN and their respective successors and assigns shall be referred to herein individually as a "Party" and jointly as "Parties".

**RECITALS**

- A. NWN is the owner of Blocks 15, 16 and 24, Couch's Addition, in Northwest Portland referred to in this Agreement as the "Property." The Property is depicted on Exhibit A-1 and specifically described on Exhibit A-2, both of which are attached hereto and incorporated herein by this reference.
- B. NWN desires to develop Block 15 for the Port of Portland headquarters building.
- C. The City of Portland, through the Portland Development Commission, desires to develop Block 24 as the Chinese Classical Garden.
- D. The intent of this Agreement is to facilitate the timely development of Blocks 15 and 24 in a manner suitable to the City and NWN.

Now, therefore, in consideration of the mutual covenants and conditions contained herein the Parties agree as follows:

**I. GENERAL TERMS AND DEFINITIONS**

**A. DESCRIPTIONS OF THE PROJECTS**

Specific terms and conditions are included in this Agreement relating to two (2) proposed projects (individually, a "Project", and jointly "Projects") known as:

- 1. the "Port Project," defined as an office building located on Block 15, Couch's Addition, to the City of Portland consisting of approximately 106,000 square feet.

2. the "Chinese Classical Garden Project," defined as a public park developed in the Chinese classical style by the City of Portland located on Block 24.

**B. DEFINITIONS**

The following terms used in this Agreement are defined as follows:

1. "CCTMP" shall mean the Central City Transportation Management Plan contained within the City's Central City Plan, codified at Portland City Code Chapter 33.510.
2. "City" shall mean the City of Portland, Oregon.
3. "Commence Construction" or "commencement of construction" shall mean the issuance of the Notice to Proceed by a Party to its general contractor.
4. "Convey" or "Conveyance" shall mean transfer of property by dedication, donation, voluntary sale or sale under threat of or through the exercise of the power of eminent domain.
5. "Development Permit" shall mean the earlier of a required quasi-judicial land use approval for a proposed project or the building permit for the proposed project.
6. "DEQ" shall mean the State of Oregon Department of Environmental Quality.
7. "Easement" shall mean that easement dated January 2, 1985 in favor of the City of Portland, granted by Northwest Natural Gas Company, recorded February 19, 1985 at Book 1805, page 1636, Multnomah County Records.
8. "Effective Date" shall mean the date of final execution of this Agreement.
9. "Growth Parking" shall have the same meaning as Growth Parking described in the CCTMP, PCC 33.510.261.B.
10. "NWN" shall mean Northwest Natural, an Oregon corporation.

11. "Parking Sector" shall mean that Parking Sector identified as River District 5 (RD 5) in the CCTMP.
12. "Party" shall mean the City and NWN individually. "Parties" shall mean the City and NWN jointly.
13. "Preservation Parking" shall have the same definition as Preservation Parking in the CCTMP.
14. "PDC" shall mean the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon.
15. "Property" shall mean the real estate described in Recital I.A. herein.
16. "Rededicated Streets" shall include the rights-of-way identified in Exhibit B-1 attached hereto and diagrammatically shown on Exhibit B-2.
17. "Retained Parking Spaces" shall mean those spaces retained pursuant to the CCTMP Amendment described in this Agreement.
18. "TDM" shall mean a Transportation Demand Management program as set forth in this Agreement.

**C. EFFECTIVE DATE**

The Parties' obligations to perform according to the terms and conditions of this Agreement will commence upon final execution of this Agreement (the "Effective Date").

**III. CONTINGENT OBLIGATIONS**

Each Party shall perform its respective obligations as described herein:

**A. CITY OBLIGATIONS**

1. **CCTMP Amendment.** The City agrees that staff shall submit to Council an amendment to the CCTMP which would allow parking spaces removed from a surface parking lot on a superblock to be replaced in a parking structure in the same Central City parking sector if the superblock contains at least 20,000 square feet of vacated street area and no less than 20,000 square feet of vacated street area is rededicated as public right-of-way (the "CCTMP Amendment"). The amendment will result in the retention of 381 spaces to be used by NWN in the Parking

Sector. The text of the proposed amendment is attached hereto as Exhibit C.

2. **Easement Modification.** The City agrees to execute a separate document modifying the Easement to reduce the scope of the Easement to subsurface utility uses and uses of the current surface sidewalk improvements and such future surface improvements which do not interfere with then existing lawfully constructed private improvements.

**B. NWN OBLIGATIONS**

1. **TDM Program.** NWN agrees to comply with the terms and conditions of the TDM program attached hereto as Exhibit C.
2. **Retained Parking Spaces.** NWN agrees that (1) if it should build a building to be used as the NWN corporate headquarters in the Parking Sector, the spaces that would have been available by reason of the addition of NWN building square footage shall be deducted from the Retained Parking Spaces held by NWN; (2) NWN agrees that, if its corporate headquarters are relocated from the Parking Sector and the Retained Parking Spaces have not been built, the Retained Parking Spaces shall be returned to the City's Preservation Parking Reserve; or (3) if PDC purchases an existing parking lot on behalf of NWN in the Parking Sector and conveys it to NWN, the number of Retained Parking Spaces shall be reduced by the number of Growth Parking Spaces in the conveyed parking lot, so that the sum of the Retained Parking Spaces and the Growth Parking Spaces shall remain 381 spaces.
3. **Street Dedication.** NWN agrees to enter into an agreement with the City of Portland to dedicate the Rededicated Streets to the City, which dedication shall be effective 60 days following: (a) the issuance of a certificate of occupancy for the Port Project; and, in addition, (b) either, (1) the issuance of the certificate of occupancy for the Chinese Classical Garden Project or (2) the passage of five (5) years from the Effective Date of this Agreement, whichever shall occur first. Before the street dedication occurs, and at the specific request of the City, NWN agrees to enter into a public access agreement to keep the Rededicated Streets open for reasonable public access upon terms and conditions mutually acceptable to the Parties.

### **C. CONTINGENCIES TO NWN OBLIGATIONS**

The obligations of NWN set forth above in paragraph B above are expressly contingent upon:

1. The final approval, including the expiration of all appeal rights, of the CCTMP Amendment in form satisfactory to NWN; and
2. The issuance of a certificate of occupancy for the Port Project; and
3. The issuance of a Certificate of Occupancy for the Chinese Classical Garden Project or the passage of five years from the Effective Date of this Agreement, whichever shall occur sooner.

### **IV. DEFAULT; CURE**

**A. DEFAULT BY NWN.** The following shall constitute default on the part of NWN:

1. Any breach of the provisions of this Agreement whether by action or inaction, which continues and is not remedied within sixty (60) days after City has given notice to NWN specifying the breach; provided that if such breach cannot with due diligence be cured within a period of sixty (60) days, the City may allow NWN a longer period of time to cure such breach, and in that event such breach shall not constitute a default hereunder so long as NWN diligently proceeds to effect such cure and such cure is accomplished within such longer period of time granted by the City; or
2. Any assignment by NWN for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over NWN.

**B. DEFAULT BY CITY.** City shall be in default hereunder if it breaches any of the provisions of this Agreement whether by action or inaction, and such breach continues and is not remedied within sixty (60) days after NWN has given notice specifying the breach; provided that if such breach cannot with due diligence be cured within a period of sixty (60) days, NWN may allow the City a longer period of time to cure such breach, and in that event such breach shall not constitute a default hereunder so long as the City diligently proceeds to effect such cure and such cure is accomplished within such longer period of time granted by NWN.

## V. REMEDIES

### A. DEFAULT BY NWN

If NWN shall default under the terms of this Agreement, the City may, in addition to any other remedies at law or in equity:

1. **Recovery of Damages.** Recover from NWN any monetary damage to the City resulting from the default; and
2. **Specific Performance; Injunctive Relief.** Compel NWN's performance under this Agreement or prevent NWN action contrary to the Agreement by injunction or other equitable relief.

### B. DEFAULT BY CITY

If City shall default under the terms of this Agreement, NWN may, in addition to any other remedies at law or in equity:

1. **Recovery of Damages.** Recover from City any monetary damage to NWN resulting from the default; and
2. **Specific Performance; Injunctive Relief.** Compel City's performance under this Agreement or prevent City action contrary to the Agreement by injunction or other equitable relief.

### C. NONEXCLUSIVE REMEDIES

No remedy by the terms of this Agreement conferred upon or reserved to any Party is intended to be exclusive of any other remedy allowed by law, but, unless expressly provided otherwise herein, each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Party hereunder. In case any Party shall have proceeded to enforce any right or remedy hereunder and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Parties shall be restored to their former positions and rights hereunder and all rights, remedies and powers of each Party shall continue as if no such proceedings had been taken except as modified by such proceedings.

## **VI. MISCELLANEOUS PROVISIONS**

### **A. DEDICATION AND IMPROVEMENT IN RIGHTS-OF-WAY**

Before the dedication of the Rededicated Streets to the City:

1. NWN will improve the public pedestrian right-of-way on north side of NW Everett, between NW 1st and NW 2nd Avenues, to meet the River District Design Guidelines;
2. NWN will improve the vacated pedestrian right-of-way on east side of NW 2nd, between NW Everett and NW Flanders Streets, to meet the River District Design Guidelines for sidewalks and street trees;
3. NWN will improve the vacated pedestrian right-of-way on south side of NW Flanders, between NW 1st and 2nd Avenues, to meet the River District Design Guidelines for sidewalks and street trees; and
4. NW 1st Avenue, between NW Everett and Flanders Streets, will remain as is.

### **B. OTHER CITY PERMIT OR LAND USE REQUIREMENTS**

Unless specifically provided for herein to the contrary, NWN shall comply with all laws and regulations relating to the development of the Property, including the terms and conditions of any permits issued by the City.

### **C. DISCRIMINATION**

NWN will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, handicap, or national original, with respect to the performance of its respective obligations under this Agreement.

### **D. NOTICES**

A notice or communication under this Agreement by one Party to one or the other Parties is deemed received by the addressee on the earlier of:

1. **Actual Receipt.** The actual date of receipt; or

2. **Mailing.** Three (3) days after mailing, if mailed by registered or certified mail, postage prepaid, return receipt requested.

In the case of a notice or communication to NWN, addressed as follows:

Carla L. Kelley  
Deputy General Counsel  
Northwest Natural  
220 NW 2nd Avenue, Suite 1200  
Portland, OR 97209

with a copy to: Steven W. Abel  
Stoel Rives LLP  
900 SW Fifth Avenue, Suite 2300  
Portland, Oregon 97204-1268

In the case of a notice or communication to the City, addressed as follows:

Mayor of the City of Portland  
1220 SW Fifth Avenue  
Portland, OR 97204

with a copy to:

City Attorney  
1220 SW Fifth Avenue, Room 315  
Portland, OR 97204  
Fax No. (503) 823-3089

3. **Delivery by Facsimile.** In lieu of a mailing, a communication is deemed received by a Party on the date it was transmitted by facsimile to that Party at the fax number set out above, if the transmitting Party has a written confirmation of the successful transmittal.

#### **E. HEADINGS**

Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.



**F. COUNTERPARTS**

This Agreement is executed in two (2) counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**G. WAIVERS**

Except as otherwise provided in this Agreement, no waiver made by a Party with respect to the performance, or manner or time thereof, of any obligation of another party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No delay or omission to exercise any right or power under this Agreement shall be construed as a waiver of the right or power and every right or power may be exercised as often as may be deemed expedient. In the case of either Party's waiver of the other Party's default and a rescission of the consequences by such default, the Parties shall be restored to their former positions and rights hereunder.

No waiver of a Party of any provision of this Agreement or any breach or default thereof, shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

**H. ATTORNEYS' FEES**

Except as otherwise provided in this Agreement, in the event of 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 of 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 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 attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

**I. CHOICE OF LAW**

This Agreement shall be interpreted under the laws of the State of Oregon.

**J. CALCULATION OF TIME**

All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such a holiday.

**K. CONSTRUCTION**

In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

**L. AMENDMENTS**

This Agreement (including the exhibits hereto) may only be amended by means of a writing signed by each of the Parties hereto. However, NWN and City agree that prior to any amendment which results in a net increase in parking spaces on the Blocks, NWN and City agree to consult with DEQ about the proposed amendment. No amendment to any provision of this Agreement shall be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to another Party's performance or failure to perform, or any failure or delay by any Party to enforce its rights hereunder.

**M. SUCCESSORS AND ASSIGNS**

The benefits conferred by this Agreement, and the obligations assumed thereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.

**N. NO THIRD PARTY BENEFICIARIES**

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the City and NWN and their respective successors and assigns. There are no third party beneficiaries to this Agreement.

**O. NONWAIVER OF GOVERNMENT RIGHTS**

Subject to the terms and conditions of this Agreement, by making this Agreement, the City is specifically not obligating itself, or any other agency, with respect to any discretionary action relating to development or operation of the improvements to be constructed on the Property, including, but no limited

to, rezoning, variances, environmental clearances or any other governmental agency approvals which are or may be required, except as expressly set forth herein.

**P. GOOD FAITH AND REASONABLENESS**

The Parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement.

**Q. RECORDING**

A memorandum of this Agreement shall be recorded in the Deed Records of Multnomah County, Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this day of \_\_\_\_\_, 1998.

CITY OF PORTLAND,  
a municipal corporation of the State of Oregon

By: \_\_\_\_\_  
Vera Katz, Mayor

By: \_\_\_\_\_  
Barbara Clark, City Auditor

NORTHWEST NATURAL, a \_\_\_\_\_  
corporation,

By: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

## EXHIBIT LIST

- A-1 Map of Property
- A-2 Legal Description of Property
- B-1 Description of Streets to be Rededicated
- B-2 Map of Streets to be Rededicated
- C Traffic Demand Management (TDM) Program

***NORTHWEST NATURAL  
PHASED TRANSPORTATION DEMAND MANAGEMENT (TDM) STRATEGY  
Plan Outline (1-12-98)***

Northwest Natural (NWN) intends, as a part of adoption of a comprehensive plan for redevelopment of the Pacific Square Master Plan site, to voluntarily develop and implement a transportation demand management strategy that serves the multiple needs of the master plan site; supports the proposed development scenarios for the site (i.e., Port of Portland, Classical Chinese Garden and existing One Pacific Square); and is consistent with the goals and objectives of the CCTMP and State Employee Commute Options (ECO) Rule.

Implementation of the TDM strategy will be carried out in phases with trip reduction targets established as benchmarks for collaborative evaluation of actual trip reduction progress.

**TDM STRATEGY**

**CURRENT LEVEL (1997)**

**Transit**

- ✓ NWN offers a full transit subsidy to 100% of its employees who wish to use transit as a commute option.
- ✓ Guaranteed Ride Home

**PHASE 1**

***Implementation: 1998***

- ✓ Establish baseline employee trip behavior database (i.e., ECO surveys)
- ✓ Host an employee Transportation Fair, in conjunction with Tri-Met, time to coordinate with the opening of Westside Light Rail (July/August 1998).
  - a) Solicit employee commute trip needs and information needs.
  - b) Facilitate information distribution related to new Tri-Met service to SW Front Avenue (i.e., new service from St. Johns to Front Avenue).

**PHASE 2**

***Implementation: 1999-2001***

**Transit**

- ✓ NWN will continue to offer a full transit subsidy to 100% of its employees who wish to use transit as a commute option.

## PHASE 2 (cont.)

### **Carpool**

- ✓ NWN will offer a 100% subsidy to any NWN employees who form carpools. This will be coupled with a commitment to provide priority carpool stalls (i.e., best spaces signed and reserved until 10:00 a.m. for carpool/vanpool use) on the NWN surface parking lot. The goal is to provide for 22 carpools (or 5% of employees).

### **Bike/Walk**

- ✓ NWN will initiate an enhanced bicycle/walk program that will include:
  - a) Upgrading existing property to meet City ratio for required bike stall (i.e., bike stalls appropriately located for security and shelter as per City Code.)
    1. Initiate site survey to determine actual versus Code requirement.
  - b) Subsidize use of on-site shower facilities for bike/walkers

### **Parking Management**

- ✓ Appoint an Employee Transportation Coordinator who will:
  - a. Establish an "employee commute options communications network" (i.e., through E-mail and employee newsletter);
  - b. Host manager trainings on alternative commute options (i.e., in coordination with appropriate agencies;
  - c. Examine feasibility of commute options pilot project (i.e., compressed work weeks, flexible schedules, etc.).
  - d. Maintain baseline employee commute trip behavior results (i.e., annual employee ECO survey data).

## PHASE 3

### ***Implementation: 2002-2006***

#### **Transit**

- ✓ If the transit subsidy program in place (i.e., 100% subsidy offer) has not resulted in increased employee transit ridership, NWN will implement a transportation allowance or "cafeteria plan" for its transportation programs.

#### **Carpool**

- ✓ NWN will establish an on-site carpool/vanpool-matching program (i.e., installing carpool matching software onto internal employee network).

#### **Bike/Walk**

- ✓ NWN will further enhance its bicycle/walk program to include:
  - a) Purchase of bicycle storage lockers;
  - b) provision of clothes storage lockers for employee use; and
  - c) bike/walk allowance for employees who commute by these modes (i.e., see "cafeteria plan")

PHASE 3 (cont.)

**Parking Management**

- ✓ NWN will manage its parking supply to address increased demand for short-term parking and reduced demand for single occupant vehicle commuter parking.
  - a) Coordinated with opening of Classical Chinese Garden.
  - b) Coordinated with ECO survey results and employee transition to alternative modes.

**Fleet Management**

- ✓ NWN will convert/transition existing gas fueled fleet vehicles to NGV as vehicles attrition out of service.

**SUMMARY TABLE**  
**VOLUNTARY TRANSPORTATION DEMAND MANAGEMENT PLAN**  
**NORTHWEST NATURAL**

<i>Phase</i>	<i>Years</i>	<i>Implementation Strategies</i>	<i>% Trip Reduction Goal/Weekly Auto Trip Reduction Goal<sup>1</sup></i>	<i>Primary Benchmark(s)<sup>2</sup></i>
Baseline	1997	✓ 100% Transit Subsidy Offered to all employees	Baseline	N/A
Phase 1	1998	✓ ECO commute trip baseline ✓ Employee Transportation Fair	Baseline	Port Project Approval CCTMP Amendment West Side Light Rail
Phase 2	1999-2001	<b>Transit</b> ✓ 100% employee subsidy offer <b>Carpool</b> ✓ 100% employee subsidy offer <b>Bike/Walk</b> ✓ Upgrade facilities to meet existing bike code ✓ Subsidy to all bike/walkers for shower & locker rooms <b>Parking Management</b> ✓ Employee Transportation Coordinator a. Communication network b. Alternative mode training/possible pilot project c. Feasibility of alternative mode pilot project d. Survey/data coordination	5% / 87 trips  5% / 87 trips  2% / 35 trips  TBD	Completion of Port Building       DEQ/ECO Target goals required in 2001
Phase 3	2002-2006	<b>Transit</b> ✓ Transportation allowance or "cafeteria plan" <b>Carpool</b> ✓ On-site carpool matching program <b>Bike/Walk</b> ✓ Purchase of bike/clothes storage lockers ✓ Bike/walk allowance <b>Parking Management</b> ✓ Manage parking inventory to provide for increased short-term parking demand <b>Fleet Management</b> ✓ Attrition fleet vehicles to NGV	5% / 77 trips  2% / 31 trips  TBD 2% / 31 trips  TBD  A resulting air quality improvement	Opening of Classical Chinese Garden

<sup>1</sup> Weekly trip reduction numbers are based on Northwest Natural Gas – OPS Employee Commute Option Survey Results (July 1997). This survey established baseline trip activity for NWN as per the requirement of the State of Oregon ECO Rule.

<sup>2</sup> NWN would suggest that the primary benchmarks also serve as points in time at which NWN, DEQ and PDOT would jointly evaluate progress toward meeting TDM goals. Adjustments to the TDM plan could be made as a result of these meetings. As such, review would occur at (1) opening of Westside Light Rail; (2) the opening of the Port Administrative Offices Building; (3) in the third year of the ECO Rule compliance process; and (3) following the opening of the Classical Chinese Garden.



# 172041

## Ordinance No.

\* Authorize Development Agreement between the City of Portland and Northwest Natural to facilitate the timely development of the Chinese Classical Garden and the Portland of Portland headquarters building, both in northwest Portland (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Northwest Natural is the owner of Blocks 15, 16 and 24, Couch's Addition to the City of Portland.
2. Northwest Natural desires to develop Block 15 as a headquarters building for the Port of Portland.
3. The City has approved an amendment to the Central City Transportation Management Plan ("CCTMP"), codified at Portland City Code Chapter 33.510 which would allow replacement of surface lot parking spaces removed by development of a portion of a superblock if the owner of the superblock agrees to dedicate at least 20,000 square feet of vacated street area.
4. Northwest Natural is willing to dedicate to the City certain portions of N.W. Flanders Street and N.W. Second Avenue totaling at least 20,000 square feet which had been vacated, and to which Northwest Natural holds title.
5. The City and Northwest Natural have agreed to the conditions for replacement parking and street rededication, which conditions include requirements that Northwest Natural comply with a Transportation Demand Management Program; that the City modify its existing right-of-way easement on Block 15; and that Northwest Natural dedicate the portions of N.W. Flanders Street and N.W. Second Avenue upon completion of the Port headquarters building and the completion of the Chinese Classical Garden or the passage of five years, whichever is earlier.

NOW, THEREFORE, the Council directs:

The Mayor and Auditor are authorized to enter into the Agreement for Development between the City and Northwest Natural as outlined herein and in substantially similar form to the agreement attached to the original of this Ordinance, and by this reference made a part hereof.

Section 2. The Council declares that an emergency exists because the Agreement is necessary to permit immediate redevelopment in the affected area which implements significant goals of the Central City Plan; therefore, this ordinance shall be in full force and effect on March 13, 1998.

Passed by the Council, **MAR 04 1998**

Commissioner Charlie Hales  
C. Pinard, J. Launer  
February 20, 1998

**BARBARA CLARK**  
Auditor of the City of Portland  
By

*Britta Olson* Deputy

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Agenda No.

ORDINANCE NO. 172041

Title

\* Authorize Development Agreement between the City of Portland and Northwest Natural to facilitate the timely development of the Chinese Classical Garden and the Port of Portland headquarters building, both in Northwest Portland. (Ordinance)

INTRODUCED BY Commissioner Charlie Hales	Filed: <b>FEB 26 1998</b>
	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: _____
Finance and Administration	Deputy
Safety <i>Chh H</i>	
Utilities	For Meeting of:
Works	
BUREAU APPROVAL	
Bureau: Planning	
Prepared by: C, Pinard, J. Launer	Date: Feb. 25, 1998
Budget Impact Review: ____ Completed <input checked="" type="checkbox"/> Not Required	Action Taken: ____ Amended ____ Passed to 2nd Reading _____ ____ Continued to: _____
Bureau Head: <i>David Knowles</i> David Knowles, Planning Director	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
			YEAS	NAYS
Consent	Regular <input checked="" type="checkbox"/>	Francesconi	Francesconi	✓
NOTED BY		Hales	Hales	✓
City Attorney	<i>Judith Menz</i>	Kafoury	Kafoury	✓
City Auditor		Sten	Sten	✓
City Engineer		Katz	Katz	✓