

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: September 25, 2025

CALENDAR NO. 35,249

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER KING (BY REQUEST)

AN ORDINANCE to authorize the Mayor of the City of New Orleans to enter into Amendment No. 3 to a previously executed Cooperative Endeavor Agreement (“Wharves CEA”) between the City of New Orleans (the “City”) and the Audubon Commission, relative to the redevelopment of Governor Nicholls and Esplanade Avenue Wharves, to modify the provisions thereof, as more fully set forth in the Amendment No. 3 form attached hereto as Exhibit “A” and made a part hereof; and otherwise to provide with respect thereto.

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation, or individual for activities in support of economic growth and other public purposes; and

WHEREAS, The City and the Audubon Commission desire to modify the provisions of a previously executed CEA between the City and the Audubon Commission relative to the valued public purpose of redeveloping Governor Nicholls and Esplanade Avenue Wharves in the City of New Orleans; and

WHEREAS, on February 6, 2018, the City and Audubon entered into the Wharves CEA in furtherance of their desire for the Audubon Commission to redevelop the Property into public park spaces and to operate and assume responsibility for the Property; and

WHEREAS, effective March 9, 2020, the City and Audubon entered into Amendment No. 1 to the Wharves CEA to modify the terms or conditions, to extend certain deadlines and;

WHEREAS, on October 21, 2021, the City and Audubon entered into a second amendment to the Wharves CEA (“Amendment No. 2 to the Wharves CEA”), to extend certain deadlines due to the ongoing COVID-19 pandemic; and

WHEREAS, The City and Audubon now desire to make certain additional changes to the Wharves CEA, as more fully described in Amendment No. 3, attached hereto as Exhibit “A;” and

WHEREAS, The City and Audubon Commission desire to enter into this Amendment No. 3 to provide for the redevelopment of Governor Nicholls and Esplanade Avenue Wharves and to set forth certain other matters in connection therewith; **NOW THEREFORE**

1 **SECTION I. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Mayor, on behalf of the City of New Orleans, is hereby authorized to enter
3 into Amendment No. 3, in the form attached hereto as Exhibit “A”, to the previously executed
4 CEA between the City of New Orleans and the Audubon Commission to modify the provisions of
5 said previously executed CEA relative to the valued public purpose of redeveloping Governor
6 Nicholls and Esplanade Avenue Wharves in the City of New Orleans.

1 **SECTION 2.** That said Amendment No. 3 to the cooperative endeavor agreement is
2 attached to this ordinance as “Exhibit A” and incorporated and made a part hereof.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:

NAYS:

ABSENT:

RECUSED:

EXHIBIT A

**AMENDMENT NUMBER 3 TO THE
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE CITY OF NEW ORLEANS AND THE AUDUBON COMMISSION**

[COVER PAGE]

**AMENDMENT NO. 3 TO THE COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
AUDUBON COMMISSION
GOVERNOR NICHOLLS AND ESPLANADE AVENUE WHARVES**

THIS THIRD AMENDMENT TO THE COOPERATIVE ENDEAVOR AGREEMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Audubon Commission, represented by J. Kelly Duncan, President ("**Audubon**"), which are sometimes each referred to in this Amendment as a "**Party**," and collectively, as the "**Parties**." The Amendment is effective as of the date of execution by the City (the "**Amendment Effective Date**").

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, Audubon is an unattached commission of the City's executive branch pursuant to Article V Chapter 8 Section 5-801 et seq. of the Home Rule Charter of the City of New Orleans, retaining all authority granted to it by Louisiana State Act No.191 of 1914, as amended, having its principle place of business at 6500 Magazine Street, New Orleans, Louisiana, 70118;

WHEREAS, pursuant to the authority contained in Article 7, Section 14(C) of the Louisiana Constitution of 1974, and statutory authority supplemental thereto, the State of Louisiana and its political subdivisions, including the City, may enter into cooperative endeavors with each other, or with any public or private corporation or individual; and further pursuant to section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with any public or private association, corporation or individual for activities in support of economic growth and other public purposes;

WHEREAS, by Ordinance dated December 1, 2017, Calendar No. 32,098 (27639 M.C.S.), the Council of the City of New Orleans, on January 11, 2018, adopted said Ordinance authorizing the Mayor of the City of New Orleans to enter into a Cooperative Endeavor Agreement (the "**Public Belt CEA**") by and between the City, the Public Belt Railroad Commission for the City of New Orleans (the "**Commission**"), the Board of Commissioners of the Port of New Orleans (the "**Port**"), and the New Orleans Public Belt Railroad Corporation (the "**NPC**") for the purpose of transferring all rights, title and interest that the City and the Commission have in all the Commission's properties and assets (collectively, the "**Public Belt Railroad**") to the NPC, in exchange for the Port's Governor Nicholls and Esplanade Avenue Wharves (the "**Wharves**" or the "**Property**");

WHEREAS, to that end, on February 1, 2018, the City, the Commission, NPC, and the Port entered into the aforementioned Public Belt CEA to exchange the Public Belt Railroad for the Wharves;

WHEREAS, in furtherance of the objectives set forth in the Public Belt CEA, the Port agreed to use its best efforts, at no cost to the Port, to facilitate fundraising up to \$15 million from a hospitality coalition for the express purpose of redeveloping the Wharves into public park spaces;

WHEREAS, the City and the Port acknowledged that the aforementioned \$15 million commitment to redevelop the Wharves into public park spaces is considered a portion of the value of the assets the City is receiving in the transaction;

WHEREAS, on February 1, 2018, the City and the Port entered into that certain Act of Transfer of Ownership, Exchange, Consent, Servitude Agreement, and Assignment and Assumption of Leases (the "**Act of Transfer**"), whereby the Wharves were transferred from the Port to the City and the City assumed the existing leases of the Wharves with the tenant currently in possession ("**TCI Packaging, LLC**" or "**TCI**" or "**TCI Tenant**");

WHEREAS, by Ordinance dated December 14, 2017, Calendar No. 32,124 (27653 M.C.S.), the Council of the City of New Orleans, on January 11, 2018, unanimously adopted said Ordinance authorizing a Cooperative Endeavor Agreement (the "**Wharves CEA**") between the City and Audubon to accomplish the valuable public purpose of supporting the economic growth of the City through creation of public park spaces to serve the citizens of New Orleans;

WHEREAS, on February 6, 2018, the City and Audubon entered into the Wharves CEA in furtherance of their desire for Audubon to redevelop the Property into public park spaces and to operate and assume responsibility for the Property;

WHEREAS, the extent to which Audubon's redevelopment of the Wharves into public park spaces was consideration for the exchange is further evidenced by Article II Section 2.2 of the Wharves CEA entitled "Condition to Agreement" which provides that "[t]his [Wharves CEA] Agreement shall become effective only if and when the City becomes the owner of the Port's current interest in the Property pursuant to the Act of Transfer";

WHEREAS, on February 6, 2018, the City, Audubon, and IBERIABANK, a Louisiana Banking Corporation (the "**Escrow Agent**") entered into an escrow agreement (the "**Escrow Agreement**" or "**MK18-008A**"), obligating Audubon to deposit the sum of \$15 million into escrow, as a fund for use in paying for the Initial Improvements (as defined in the Wharves CEA);

WHEREAS, by Ordinance dated November 7, 2019, Ordinance Calendar No. 32,838 (28,270 M.C.S.), the Council of the City of New Orleans, on December 5, 2019, unanimously adopted said Ordinance authorizing the City to lease its sheds on Esplanade Avenue Wharf and Governor Nicholls Wharf to TCI ("**TCI Lease**");

WHEREAS, by Ordinance dated August 22, 2019, Calendar No. 32,754 (28185 M.C.S.), the Council of the City of New Orleans, on September 5, 2019, unanimously adopted said Ordinance authorizing the Mayor to enter into a first amendment to the Wharves CEA ("**Amendment No. 1 to the Wharves CEA**"), to modify the terms or conditions, to extend certain deadlines and otherwise to provide with respect thereto;

WHEREAS, to that end, on and effective March 9, 2020, the City and Audubon entered into Amendment No. 1 to the Wharves CEA;

WHEREAS, on October 21, 2021, the City and Audubon entered into a second amendment

to the Wharves CEA (“**Amendment No. 2 to the Wharves CEA**”), to extend certain deadlines due to the ongoing COVID-19 pandemic;

WHEREAS, the City and Audubon now desire to make certain additional changes to the Wharves CEA, as more fully described below;

NOW THEREFORE, for good and valuable consideration, the City and Audubon amend the Wharves CEA as follows:

1. ARTICLE 1 DEFINITIONS. The City and Audubon reaffirm the meanings of the terms set forth in the Wharves CEA, unless otherwise expressly provided in this Amendment. Capitalized terms used but not defined herein, shall have the respective meanings expressly provided in the Wharves CEA.

2. ZONING. Article III, Section 3.1(c) of the Wharves CEA, as amended, is further amended to read as follows:

(c) After the Opening of the Initial Improvements, and unless otherwise provided herein, the Property shall be used as a public park and recreational facilities that meet all of the following requirements: (i) the use is a permitted use under the CZO requirements that are applicable to the Property; (ii) the use is of a type conducted in either New Orleans City Park or Audubon Park as of the Effective Date, with the public park space being free and open to the public, and with the entire Property operated and maintained in accordance with the Operating Standard and containing the amenities described in the Initial Improvements Construction Plans, and any Additional Improvements that Audubon may make in accordance with this Agreement (the "**Permitted Uses**"). The Property may not be used for any other purpose without the prior written consent of the City. Notwithstanding the foregoing, Audubon shall not: (1) cause or permit obnoxious or offensive odors or fumes to emanate or be dispelled from the Property; (2) cause or permit the accumulation of garbage, trash, rubbish, or any other refuse in, on, or about the Property; (3) create, cause, maintain or permit any public or private nuisance in, on or about the Property; (4) use or allow the Property to be used for any unlawful purpose or for any purpose that violates any easement, restriction, or encumbrance on the Property existing as of the Effective Date; (5) use or allow the Property to be used in violation of the applicable portions of the Comprehensive Zoning Ordinance ("CZO") of the City of New Orleans or any other Governmental Requirement in effect from time to time; (6) use or permit any use or condition of the Property in breach of any insurance policies required hereunder or any insurance provisions of this Agreement or in a manner that would make it difficult or impossible to obtain any required insurance at commercially feasible rates; (7) use or occupy the Property or permit the Property to be used or occupied, or do or permit to be done

any act or thing upon or within the Property, in a manner that would give any governmental authority legal grounds to revoke any license, permit or certificate affecting the Property or its operation; (8) use or allow any use which might materially or adversely affect the reputation of the City or for any dangerous or noxious trade or business; or (9) permit any of the following uses: any so-called "head shops" or other establishment selling or exhibiting drug-related paraphernalia, burlesque-type, striptease, adult-oriented or pornographic entertainment or the sale of pornographic, adult-oriented or obscene or morally offensive materials, T-Shirt Shops (as such term is defined in the CZO), or any unlawful use or any other uses which are not permitted under the CZO or any moratoria then in effect, provided that the conduct of park patrons shall not constitute a violation hereunder. Audubon shall take, immediately upon the discovery of any such prohibited use, all necessary steps, legal, equitable or otherwise, to compel the discontinuance of such use.

3. COAST GUARD VESSEL TRACKING SYSTEM. Section 7.11 of the Wharves CEA, as amended, is further amended to read as follows:

Audubon acknowledges that there is a vessel tracking system watch tower located on the roof of one of the existing shed structures on the Property, together with an electronics shelter servicing such tower and an emergency escape ladder servicing such tower (such tower, electronics shelter and ladder being collectively, the "VTS Tower"). Pursuant to an agreement with the U.S. Coast Guard, Audubon shall take such actions as described in the attached Exhibit A, which shall include the removal and safe disposal of the watch tower.

4. WARNING SYSTEM/SECTION 7.12. Section 7.12 of the Wharves CEA is hereby deleted in its entirety.

5. PRIOR TERMS BINDING. Except as otherwise provided by this Amendment, the terms and conditions of the Wharves CEA, as amended, remain in full force and effect.

6. ELECTRONIC SIGNATURE AND DELIVERY. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the City and Audubon, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

AUDUBON COMMISSION

BY: _____
J. KELLY DUNCAN, PRESIDENT

TAX I.D.

[EXHIBIT A ATTACHED ON THE FOLLOWING PAGE]

EXHIBIT A



Audubon Nature Institute

6500 Magazine Street • New Orleans, LA 70118
AudubonNatureInstitute.org

February 25th, 2025

CDR Matthew Waranius
Sector NOLA Logistics
200 Hendee Street
New Orleans, LA 70114

Dear Matthew Waranius,

Audubon Nature Institute as a part of the Governor Nicholls Wharf Redevelopment Project will impact the Coast Guard Facilities located on the Governor Nicholls Wharf at 1301 N Peters St, New Orleans, LA 70117 in the following ways:

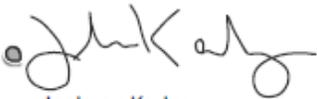
- Outdoor electrical IT closet will be moved into the Esplanade warehouse, adjacent to current location.
- New electrical service and conduit will be run to relocated IT closet.
- Temporary power will be provided on Audubon Nature Institutes electrical meter, once permanent power is run a new meter will need to be installed and coordinated with Entergy and Audubon.
- Old Coast Guard watch tower located on the Esplanade warehouse will be removed and safely disposed of.

Audubon will maintain access to Coast Guard facilities with a combination lock with an agreed upon code of 6311 on construction fences and Esplanade warehouse building. As this will be an active construction site Audubon asks that the Coast Guard notify on-site contact Katherine Randall for daytime access and contacts the night-time security guard for access from the hours of 6pm-6am for an escort to their work area.

Please sign below acknowledging these provisions. Reach out at any time with questions. We look forward to taking on this project with you.

WARANIUS.MATT
HEW.EDWARD.12
48445544
CDR Matthew Waranius
Sector NOLA Logistics
USCG

Digitally signed by
WARANIUS.MATTHEW.EDWAR
D.1248445544
Date: 2025.03.24 11:48:07
-05'00'



Jackson Kerby
Vice President of Construction
Audubon Nature Institute

Celebrating the Wonders of Nature

Audubon Aquarium of the Americas | Audubon Park and Riverview | Audubon Zoo | Entergy Giant Screen Theater | Audubon Louisiana Nature Center | Audubon Butterfly Garden and Insectarium | Freeporn-McMoran Audubon Species Survival Center | Woldenberg Riverfront Park | Wilderness Park

Calendar No.

(Rev)

(Exp)

Name PATRICK JUDGE

504-658-8689
Ext 504-657-4858

Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Authorizes the Mayor of the City of New Orleans to enter into Amendment No. 1 to an existing Cooperative Endeavor Agreement between the City of New Orleans (the "City") and the Audubon Commission (the "Audubon") for the design and construction of improvements to the Audubon Riverview, Audubon Park, and Woldenberg Park. This amendment adds repairs to the Governor Nicolls Street Wharf, extends the CEA through January 1, 2028, and increases the amount of bond funds for these projects by \$3,551,412.00. The specifics of those provisions and improvements are more fully set forth in the Amendment No. 1 to the Cooperative Endeavor Agreement form attached as "Exhibit A".

- 1. [Signature] Department Head
- 2. [Signature] PDU Director
- 3. [Signature] Deputy CAO
- 4. [Signature] Department of Law
- 5. [Signature] Chief Administrative Officer
- 6. [Signature] Director of Council Relations
- 7. _____ Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____

2ND: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature. REF. POLICY MEMORANDUM NO. 3



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

If this section is not applicable, please check this box.

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813