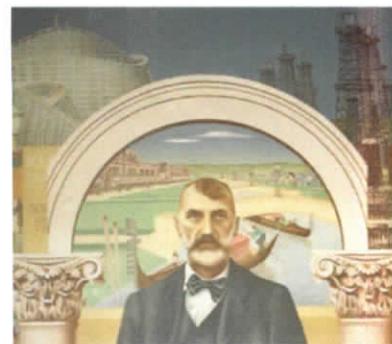


COALITION TO SAVE THE VENICE POST OFFICE

424-246-8676 • savethevenicepostoffice@gmail.com • PO Box 2, Venice CA 90294

August 1, 2012

David E. Williams
Vice President, United States Postal Service
475 L'Enfant Plaza, SW
Washington, D.C. 20260-7100



The "Story of Venice" Mural
by Edward Biberman

Re: Public Access to Venice Main Post Office/1601 Main Street, Venice, CA

Dear Mr. Williams:

The Coalition to Save the Venice Post Office has united Venetians in a broad-based effort to keep the 1939 building a publicly-owned and working post office as per its original intent in service to the American people. Our Coalition's work is supported by members of the community and the organizations listed below.

We note that in last year's "Final Decision" (September 23, 2011/attached) on the fate of the Venice Post Office, you wrote the following:

"The Postal Service will initiate the Section 106 consultation process when it develops plans for the reuse or disposal of the property, and the City of Venice [sic] will be a consulting party. The Postal Service will **include measures to ensure the mural will remain available for public viewing** in any plan for reuse or disposal of the Post Office property (emphasis added)."

Attached you will find the current restrictive covenant proposed by your agency for attachment to the deed of the property. It contains no provision for public access.

We are writing to ask that you honor your and your agency's commitment to the Venice community and the people of the City of Los Angeles by directing USPS staff to amend the covenant before sale of the property to include a substantive public access provision, i.e., the foyer to be open for public visits during usual business hours Monday through Friday, excepting holidays.

Our Coalition's work is supported by members of the community and the following organizations:

Beyond Baroque
Free Venice Beachhead
SPARC
Venice Arts Council
Venice Chamber of Commerce
Venice Neighborhood Council
Venice Peace and Freedom

Venice Stakeholders Association
Venice Town Council
Art Deco Society of L.A.
Edward Biberman Estate
New Deal Preservation Association
Los Angeles Conservancy
Councilmember Bill Rosendahl
Member of Congress Janice Hahn

On behalf of the Coalition,

Jim Smith
Coalition to Save the Venice Post Office

Mark Ryavec
Venice Stakeholders Association

Attachment: Proposed Covenant
USPS Final Determination

cc: U.S. Senator Dianne Feinstein
U.S. Senator Barbara Boxer
Congresswoman Janice Hahn
Congressman Henry Waxman

Mayor Antonio Villaraigosa, City of Los Angeles
City Attorney Carmen Trutanich, City of Los Angeles
Councilman Bill Rosendahl, City of Los Angeles
Linda Dishman, President, Los Angeles Conservancy

DAVID E. WILLIAMS
VICE PRESIDENT, NETWORK OPERATIONS



September 23, 2011

John A. Henning, Jr., Esq.
125 N. Sweetzer Avenue
Los Angeles, CA 90048

Dear Mr. Henning,

Thank you for your August 31, 2011 request for review of the decision to relocate retail services currently located at 1601 Main Street, Venice, California. Please find enclosed the final decision of the Postal Service regarding the requests for review relating to that facility.

I was designated as the decision maker in this matter because the Vice President, Facilities, had already concurred in the original decision. The attachment explains our position in more detail and we believe we have addressed all of the concerns expressed by our customers. As I have explained, I will not set aside the original decision.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Williams", with a long horizontal flourish extending to the right.

David E. Williams

Enclosure

cc: Tom A. Samra

Final Decision Regarding Relocation of Retail Services in Venice, California

In accordance with the procedures set forth at 39 C.F.R. § 241.4(c)(6), this is the final decision of the Postal Service with respect to the relocation of retail services from the Venice, California Main Post Office at 1601 Main Street to the Venice Carrier Annex at 313 Grand Boulevard. The Postal Service announced its decision to relocate retail services on July 18, 2011 and subsequently received requests for review from several postal customers. I have carefully considered all the concerns expressed by our customers in each of the requests for review and other correspondence along with the complete project file relating to the relocation proposal. While I am sympathetic to some of the concerns raised, for the reasons set forth below, I will not set aside the Postal Service's prior decision.

Postal customers raised concerns about impacts the Postal Service's decision to relocate retail services might have on (1) historic resources and (2) the surrounding environment, specifically traffic and parking impacts within a coastal zone and in the residential neighborhood around the Venice Carrier Annex. Each of these issues is addressed below.

I. Historic Resources

The Venice Main Post Office was constructed in 1939 and is eligible for listing in the National Register of Historic Places. An oil-on-canvas mural entitled "Story of Venice" by artist Edward Biberman is currently on display in the lobby. Several customers expressed concern that the building and/or mural would not be preserved.

Section 106 of National Historic Preservation Act ("NHPA") requires federal agencies to take into account the effects of their proposed undertakings on historic properties, and when such effects are possible, to initiate and complete the Section 106 consultation process. Section 106 review ensures that federal agencies consider historic properties, along with other factors such as cost and agency mission, in the planning process of proposed undertakings. However, the preservation of every historic property is not the goal of Section 106, nor does Section 106 require a business to continue to operate in a historic property even if doing so causes the business to become unprofitable.

The relocation of retail services is not an "undertaking" within the meaning of Section 106. An undertaking is a "project, activity or program" that can result in changes in the character or use of historic properties. The relocation of retail services does not alter the character of the Venice Main Post Office building or the mural. Nor does it change the uses that can be made of the property. There will be no "undertaking" within the meaning of NHPA until the Postal Service adopts a plan for the reuse of the Venice Main Post Office or the transfer of the Post Office building from Postal Service ownership to private ownership. The

Postal Service will initiate the Section 106 consultation process when it develops plans for the reuse or disposal of the property, and the City of Venice will be a consulting party. The Postal Service will include measures to ensure the mural will remain available for public viewing in any plan for reuse or disposal of the Post Office property.

II. Traffic and Parking

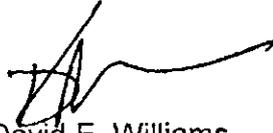
The Venice Main Post Office will be relocated 400 feet to the Venice Carrier Annex. The relocation will not result in any negative environmental impacts, nor will it be inconsistent with the policies of the California Coastal Act. The Carrier Annex can accommodate retail counters and Post Office Boxes without expansion of the building. While trips will be 400 feet shorter or longer depending on the direction from which vehicles are traveling, there will be no rerouting of traffic as a result of the relocation. Although several customers expressed concerns about a parking shortage in the area, this situation should not be exacerbated by the relocation of the Venice Main Post Office since the Carrier Annex property includes an on-site parking lot for postal vehicles and will be restriped to accommodate additional parking spaces for our customers.

III. Balancing the Impact on the Community and the Best Interests of the Postal Service

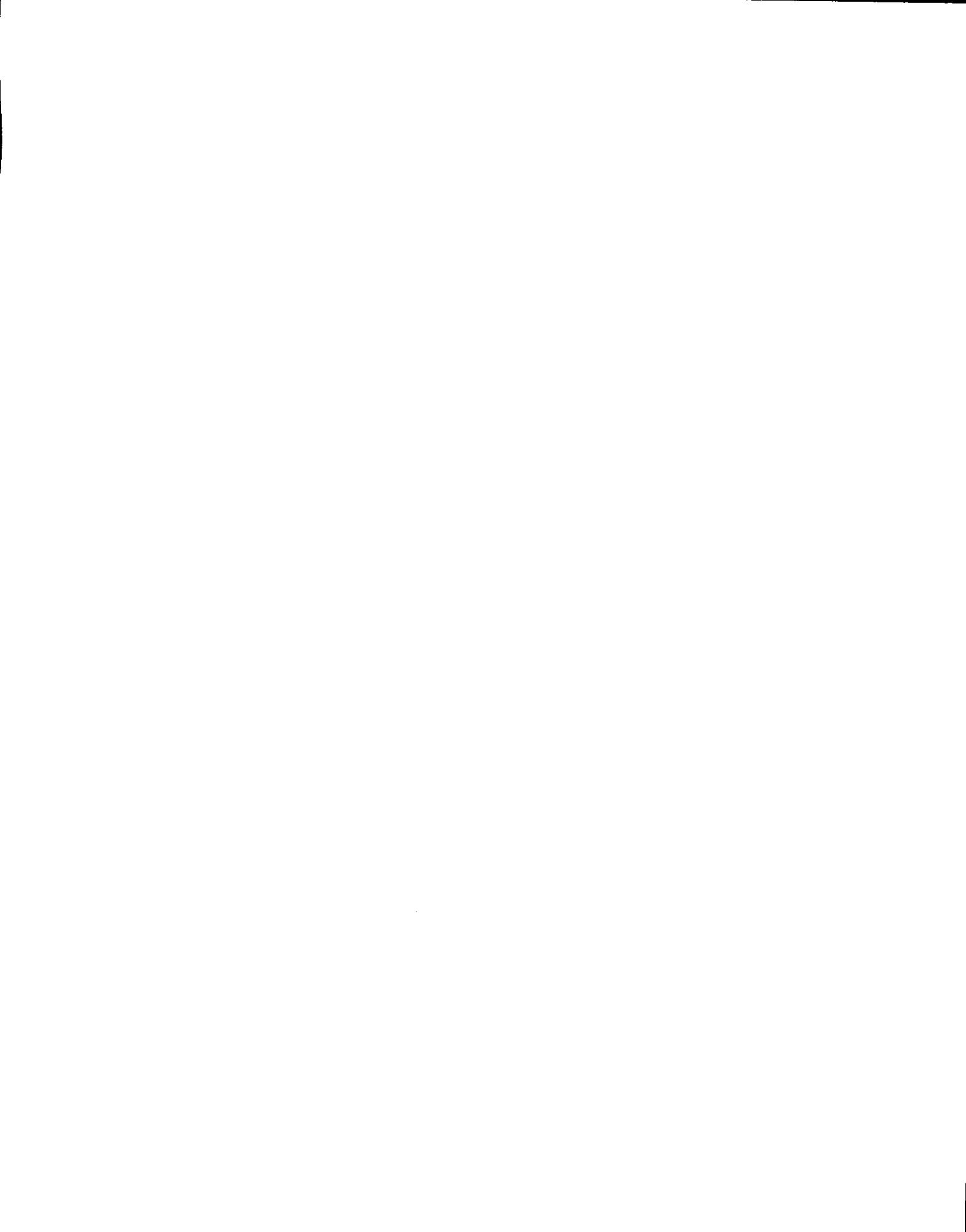
While the Postal Service is not insensitive to the impact of this decision on its customers and the Venice community, the relocation of the Venice Main Post Office is in the best interest of the Postal Service. The Venice Carrier Annex can accommodate the retail counters and Post Office Boxes without expansion of the building. Relocation of the carriers from the Venice Carrier Annex to the Venice Main Post Office was considered, but rejected because the Venice Main Post Office has insufficient parking to accommodate additional operations and insufficient platform space to accommodate tractor/trailer mail delivery. I have also taken into account the comments regarding the physical appearance of the Annex. The Postal Service will realize an annual cost savings of \$135,498 by moving retail services into the Venice Carrier Annex. The annual cost savings takes into consideration the cost of relocation, which is offset by savings from utilities and maintenance labor.

In reaching this decision, I considered all of the public input received but the objections expressed do not outweigh the financial exigencies facing the Postal Service. With current projections for declining mail volume, and the financial condition of the Postal Service, the Postal Service must make any feasible change to reduce costs. As our customers are no doubt aware, the Postal Service is funded by the sales of its services and products. It has an obligation to match its retail and distribution networks to the demand for its services from customers.

Accordingly, I conclude that there is no basis to set aside the decision to relocate the Venice Main Post Office, 1601 Main Street, to the Venice Carrier Annex, 313 Grand Boulevard. This is the final decision of the Postal Service with respect to this matter, and there is no right to further administrative or judicial review of this decision.

A handwritten signature in black ink, appearing to read 'D. Williams', with a long horizontal flourish extending to the right.

David E. Williams
Vice President, Network Operations



PRESERVATION COVENANT

1601 Main Street, Venice, CA 90291

PRESERVATION COVENANT LANGUAGE

In consideration of the conveyance of certain real property, located at 1601 Main Street within the Venice community of the City of Los Angeles, the County of Los Angeles, State of California.

(1) The grantee hereby covenants on behalf of itself, its heirs, successors and assigns at all times to restore, maintain and preserve this property in accordance with the recommended approaches of the "Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings" (National Park Service, 1995) in order to preserve those qualities that make this property eligible for listing in the National Register of Historic Places.

(2) No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken that would affect the historic features of the property without prior consultation with, and the express permission of the City of Los Angeles ("City"), pursuant to an application made by the grantee to the Department of City Planning and its Office of Historic Resources. No excavation or other subsurface ground disturbances may be done or permitted to be done at the property without prior consultation with, and the express permission of, the Native American Heritage Commission (NAHC) and those Native American tribal organizations identified by the NAHC as having knowledge of Native American cultural resources on, under or near the property (collectively, the "Native American Organizations"). Grantee shall make such application to the NAHC as may be necessary for grantee to obtain the identity of the applicable Native American tribal organizations.

(3) The City and authorized representatives of the Native American Organizations shall be permitted at all reasonable times to inspect the property in order to ascertain if the above conditions are being met.

(4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the City and/or the Native American Organizations, as applicable may, but are not required to, following reasonable notice to the grantee, institute suit to enjoin said violation or to require the restoration of the property.

(5) This covenant is binding on the grantee, its heirs, successors and assigns in perpetuity. All stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee divests itself of any interest in the property or any part thereof.

(6) The failure of the City or the Native American Organizations to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.

(7) This covenant shall be a binding servitude upon the property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

(8) The City may, for good cause, modify or cancel any or all of the foregoing restrictions other than the restrictions upon excavation or subsurface ground disturbance, upon application of the grantee, its heirs, successors or assigns. Cancellation or modification of the restrictions on excavation or subsurface ground disturbance may be made only by the Native American Organizations upon application of the grantee, its heirs, successors or assigns.