#### City of Venice

#### Office of the Manager

5-15-2017

TO: Mayor Holic & Members of the City Council

FROM: Ed Lavallee

RE: post Office Relocation

The City Council directed staff to research the possibility of relocating the West Venice Avenue retail and carrier services of the U.S. Postal Services facility for purposes of making the present site available for redevelopment. As part of that process, staff has received from the Postal Services Washington office models of relocation contracts. Attached is the most recent draft sent from the Postal Services legal division.

#### **Edward Lavallee**

To: Mintz, Michael J - Washington, DC

Cc:Judy Gamel; Samra, Tom A - Washington, DC; Mackey, Don - Greensboro, NCSubject:RE: Venice, Florida - Postal Service facilities at 350 West Venice and 314 Seaboard

Avenue

Mr. Mintz:

I am in receipt of your recent communication concerning the City's obligations to relocate the U.S. Postal Service facilities. I am conveying this information to our elected officials and staff, and will follow up with your office. Thank you.

From: Mintz, Michael J - Washington, DC [mailto:Michael.J.Mintz@usps.gov]

Sent: Tuesday, May 16, 2017 3:51 PM

To: Edward Lavallee < ELavallee @Venicegov.com >

Cc: Judy Gamel < JGamel@Venicegov.com>; Samra, Tom A - Washington, DC < Tom.A.Samra@usps.gov>; Mackey, Don -

Greensboro, NC <don.mackey@usps.gov>

Subject: RE: Venice, Florida - Postal Service facilities at 350 West Venice and 314 Seaboard Avenue

Mr. Lavallee:

I have revised the draft LOI to include the geographic boundaries for the replacement facility(ies) - no other changes.

Best,

Michael J. Mintz Attorney United States Postal Service 202-268-5204 michael.j.mintz@usps.gov

From: Mintz, Michael J - Washington, DC

**Sent:** May 5, 2017 10:57 AM

To: 'elavallee@venicegov.com' < elavallee@venicegov.com >

Cc: 'JGamel@Venicegov.com' < JGamel@Venicegov.com'>; Samra, Tom A - Washington, DC < Tom.A.Samra@usps.gov>;

Mackey, Don - Greensboro, NC < don.mackey@usps.gov>

Subject: Venice, Florida - Postal Service facilities at 350 West Venice and 314 Seaboard Avenue

Dear Mr. Lavallee:

At Mr. Samra's request, I am forwarding a discussion draft of a letter of intent concerning the potential relocation of Postal Service operations that you discussed in your April 26, 2017 letter to Mr. Samra. I will be assisting Mr. Samra with this transaction and I look forward to working with you.

There are a few blanks to be completed. We would appreciate your help completing the two on Exhibit D that concern the City. I will send additional information shortly to complete the others.

Please review this draft with the City's legal counsel and let us know if you have questions or concerns. Please also forward to me the contact information for the City's legal counsel.

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Thank you.

Best regards,

Michael J. Mintz Attorney United States Postal Service 202-268-5204 michael.j.mintz@usps.gov

VIA EMAIL (elavallee@venicegov.com)

Mr. Edward F. Lavallee

City Manager

City of Venice, Florida

401 W. Venice Avenue

Venice, Florida 34285

RE:

Potential Sale of USPS Main Post Office property at 350 West Venice Avenue and Consolidation

of USPS Carrier Annex currently at 314 Seaboard Avenue

#### Dear Mr. Lavallee:

The City of Venice, Florida has expressed interest in acquiring the above referenced Main Post Office property and relocating the Postal Service's operations from the Main Post Office and from the Carrier Annex to one or two facilities that the City would construct according to Postal Service specifications, on one or two sites that the City would acquire within Postal Service defined geographic areas. The Postal Service is willing to discuss that potential transaction based on the terms outlined in this letter. Additionally, as a prerequisite to undertaking that transaction, the Postal Service must comply with a number of operational, financial, legal and regulatory requirements. Therefore, for the Postal Service to move forward with discussions, the City must agree to bear all costs that are necessary or appropriate to satisfy those requirements and to accomplish the transaction, including without limitation, costs of due diligence, site acquisition, building design and construction, relocation, legal and regulatory compliance, additional operational costs, and equipment replacement.

#### **Proposed Terms.**

Operative Agreement	Purchase and Sale Agreement ("PSA") to be negotiated between Purchaser and USPS and to include terms consistent with this letter.	
MPO Property	Main Post Office at 350 West Venice Avenue, Venice, Florida; Facility ID: 119165-G03 (the "MPO Property").	
CAX Property	Carrier Annex at 314 Seaboard Avenue, Venice, Florida; Facility ID: 119165-013 (the "CAX Property")	
Purchaser	City of Venice, Florida ("Purchaser").	
Seller	United States Postal Service, an independent establishment of the Executive Branch of the Government of the United States ("USPS").	

City of Venice, Florida

RE: Potential Sale of Main Post Office

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Responsibilities f	or (	Costs
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Unless otherwise expressly identified as a USPS cost, Purchaser shall bear all costs, regardless of whether USPS or Purchaser performs an undertaking, and must reimburse USPS for costs USPS already has incurred in connection with the potential transaction discussed in this letter. USPS may require Purchaser to pre-pay estimated costs (including contingency amounts) to a USPS designated escrow for USPS specified undertakings. After USPS completes those undertakings and after accounting for all incurred costs, including USPS's estimate of the amount necessary to cover unbilled costs, USPS would direct the agent refund any amount remaining in the escrow. USPS would have no obligation to refund any amount used or reserved to pay costs, even if USPS terminates the transaction or the transaction fails to close for any reason. Purchaser acknowledges that in constructing the new facilities, Purchaser must comply with requirements applicable to contractors engaged by USPS, including wage and procurement requirements.

# Current Postal Operations at MPO Property and CAX Property

Currently, USPS conducts the primary operations listed below, plus other operations, in a single facility at the MPO Property:

- Carrier Operations
- Retail Operations

USPS conducts the primary operations listed below, plus other operations, in a single facility at the CAX Property:

Carrier Operations

USPS may conduct other operations now or in the future at these properties.

City of Venice, Florida

RE: Potential Sale of Main Post Office

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#### **New Facilities**

### Sizes, dimensions, locations

To accommodate Purchaser's proposed acquisition, USPS anticipates requiring one or two facilities (the "New Facilities") to replace the MPO Property and CAX Property and the USPS operations at those properties, as discussed below. USPS strongly prefers replacing the MPO Property and CAX Property with a single new facility. However, as an accommodation to Purchaser, USPS will consider replacing its existing properties with two new facilities. Because USPS owns the MPO Property, Purchaser must convey ownership of the New Facilities to USPS.

- One Replacement Facility. If Purchaser provides a single replacement facility, then Purchaser would deliver a "Consolidated Replacement Facility" to house all of the operations from the MPO Property and the CAX Property. Exhibit A sets forth several of USPS's general requirements for the Consolidated Replacement Facility, including the geographic boundaries for its location.
- <u>Two Replacement Facilities</u>. If Purchaser provides two replacement facilities, then
  - Purchaser would deliver a "Carrier Operations
    Replacement Facility" to house the relocated Carrier
    Operations and any other operations (excluding retail).
    Exhibit B sets forth several of USPS's general
    requirements for the Carrier Operations Replacement
    Facility, including the geographic boundaries for its
    location; and
  - Purchaser would deliver a "Retail Operations
    Replacement Facility" to house the relocated Retail
    Operations. Exhibit C sets forth several of USPS's general
    requirements for the Retail Operations Replacement
    Facility, including the geographic boundaries for its
    location.

Prior to committing to any transaction, USPS may revise the number of replacement facilities it requires, their size and dimensions, their location boundaries, or other attributes.

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Purchase Price	The purchase price for the MPO Property would be the sum of:
	<ul> <li>\$1.00 +</li> <li>Purchaser's conveyance of the New Facilities to USPS and relocation of USPS operations to the New Facilities +</li> <li>The Multi-Facility Adjustment, if applicable +</li> <li>The FMV Adjustment, if applicable.</li> </ul>
	Multi-Facility Adjustment: USPS gains efficiency and convenience from combining operations in one facility. To offset the decrease in efficiency and convenience resulting from relocating operations into two New Facilities, USPS would require increasing the Purchase Price by
	FMV Adjustment: Within 60 days after USPS acceptance of the New Facilities, the parties would engage a qualified appraiser to determine (i) the fair market value of the MPO Property ("MPO Property FMV") and the aggregate of the fair market values of the New Facilities ("New Facilities FMV").
	<ul> <li>If the MPO Property FMV is <u>greater than</u> the New Facilities FMV, then the FMV Adjustment would be an amount equal to the MPO Property FMV minus the New Facilities FMV, calculated as</li> </ul>
	FMV Adjustment = MPO Property FMV - New Facilities FMV
	<ul> <li>If the MPO Property FMV is <u>less than</u> the New Facilities FMV, then the FMV Adjustment would be zero; i.e., there would be no purchase price adjustment.</li> </ul>
	Additionally, except for any size adjustment (discussed below), USPS would not reimburse Purchaser for any costs incurred, even if the aggregate of such costs is greater than the MPO Property FMV.
Size Adjustment	If USPS requires a retail area in a New Facility that is larger than the retail area in the MPO Property, or requires carrier operations area(s) in the New Facilities that in the aggregate are larger than the carrier operations areas in the MPO Property and the CAX Property combined, then following USPS acceptance of the New Facilities, USPS would reimburse Purchaser for any increase in construction costs that Purchaser reasonably incurs attributable to the size difference, as reasonably determined by a USPS designated licensed architect.
MPO Property Condition	USPS would convey the MPO Property in strictly AS IS condition. No USPS representations or warranties. The MPO Property may contain asbestos and may contain other hazardous substances. Purchaser would assume all environmental liability for the MPO Property, both on-site and off-site, and all responsibility for remediation and disposal of hazardous substances in accordance with law.

City of Venice, Florida

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Purchaser's Title and Property Review	Beginning on the PSA effective date, Purchaser would have 30 days to review the MPO Property's title and physical condition. USPS would have the option, but no obligation, to cure any asserted defects. If USPS opts not to cure, Purchaser would have option to purchase with defects or to terminate the PSA. Purchaser would not conduct any invasive testing absent USPS prior written consent.
Purchaser Indemnity/Release	Purchaser would indemnify USPS against costs and damages arising out of any Purchaser defaults or claims arising out of or related to the MPO Property. Purchaser would fully release and indemnify USPS for environmental contamination or other property conditions.
NEPA, NHPA (106), IGN, 241.4	Before completing this transaction, USPS must comply with several different Federal regulatory requirements for taking into account the anticipated transaction's effects on environmental, historical and certain other interests, as well as input from the community and elected officials. Although these regulations do not mandate a particular outcome, each requires that USPS follow a prescribed process. The length of each process depends on the particular circumstances of the anticipated transaction. USPS would be responsible for its compliance with the applicable Federal regulatory requirements, but at Purchaser's cost. Insofar as these regulations require USPS to seek input from the community, governmental officials and others, and concurrence from state and federal agencies that may impose conditions on their concurrences, if USPS is not satisfied with the results of any of these regulatory processes, then USPS may terminate the transaction or require changes in the terms. Purchaser would cooperate fully with USPS to obtain regulatory approvals. More information about these regulatory requirements can be found at these links:  Historic Preservation (NHPA (106)) Environmental Protection (NEPA)
	Intergovernmental Cooperation (IGN)
	Relocation of Retail Postal Services (241.4)
Party Approvals	Each party's obligation to close would be contingent on securing necessary internal approvals.
New Facilities - Identification and Design Process	
Preliminary Site     Selection	Purchaser to identify potential New Facility site(s) consistent with Exhibit A, or Exhibits B and C. USPS may reject any site for any reason.

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<ul> <li>Site Due</li> <li>Diligence</li> </ul>	Purchaser to provide advance payment to a USPS designated escrow equal to 120% of USPS's estimated cost for USPS to conduct due diligence on each preliminarily selected site or considered site.
Securing Site	When USPS approves a potential New Facility site, Purchaser would secure the right to acquire the site (e.g., by purchasing an option).
• 30% Design	If USPS approves the results of its due diligence, then Purchaser would engage an architectural/engineering firm acceptable to USPS to produce design-build drawings according to USPS specifications through the 30% design stage. Purchaser would submit such drawings to USPS for USPS review and approval. Purchaser would pay all costs for USPS's outside consultant's design review. Purchaser must obtain and comply with USPS's design standards, which are extensive and available on CD.
• 70% Design	If USPS approves the 30% drawings, then Purchaser would cause the A/E firm to produce design-build drawings according to USPS specifications through the 70% design stage. Purchaser would submit such drawings to USPS for USPS review and approval. Purchaser would pay all costs for USPS's outside consultant's design review.
Final Design	If USPS approves the 70% drawings, then Purchaser would cause the A/E firm to produce complete design and construction plans and drawings. Purchaser would submit such drawings to USPS for USPS review and approval. Purchaser would pay all costs for USPS's outside consultant's design review.
Site Acquisition	Not later than USPS's approval of the final design and construction plans and drawings, Purchaser would acquire fee simple title to the site for the New Facility on terms and conditions acceptable to USPS (e.g., seller must have satisfied USPS's title and due diligence concerns).
Construction of New Facility	The PSA would prescribe the date(s) by which Purchaser must complete construction of each New Facility. If Purchaser fails to complete each New Facility by its required construction completion date, then USPS would have the option to terminate the PSA without any liability to Purchaser or any third party. Purchaser would bear all costs of construction, change orders, and of USPS's engaging an independent A/E firm to review each New Facility's conformance to USPS's requirements. Purchaser would provide warranties, satisfactory to USPS, covering construction and property conditions.
Equipping New Facility	USPS to identify which existing equipment Purchaser can relocate and which equipment Purchaser must replace with new equipment.  Purchaser would relocate or replace equipment accordingly and pay associated one-time capital costs. Until the Closing, Purchaser would bear all risks of damage to, or loss of, relocated and new equipment.

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Closing	Within 30 days after completing the appraisals and determining the Purchase Price, the parties would close on the purchase and sale of the MPO Property, and concurrently, Purchaser would convey good, marketable, lien free, fee simple title of each New Facility to USPS. Purchaser would pay all costs of closing, including taxes, recording charges, escrow fees, and title insurance for USPS. Purchaser would bear all risk of damage to, or loss of, each New Facility through Closing.
Relocation of USPS Operations	After Closing, Purchaser would relocate USPS operations to the applicable New Facility according to a USPS approved schedule and plan. USPS would deliver possession of the MPO Property after the relocation of all operations is complete.
Outside Date	If Closing does not occur by the 2 <sup>nd]</sup> anniversary of PSA effective date, then either party may terminate the agreement, regardless of whether Purchaser has commenced construction, and USPS would have no liability.
Profit Restrictions to Ensure Governmental Purpose	Purchaser Acknowledgment: Purchaser acknowledges that, as an accommodation to Purchaser, USPS is willing to discuss a sale to Purchaser and that otherwise, USPS is not seeking to sell the MPO Property. Further, Purchaser acknowledges that when USPS decides to sell a property, USPS policy generally requires publicly marketing the property for competitive bidding, but allows an exception to forego competitive bidding, upon the recommendation of the Manager, REA or Vice President – Facilities, for sales to state and local governments. The Vice President – Facilities is willing to recommend foregoing competitive bidding and negotiating directly with Purchaser, based upon Purchaser's representation that Purchaser will use the acquired property for governmental purposes to benefit its citizens and Purchaser is not acquiring the property merely to re-sell it for a profit.
	Restrictions: To support the recommendation for direct negotiation with Purchaser in lieu of competitive bidding, Purchaser must agree to the requirements set forth on Exhibit D.

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Next Steps:	After Purchaser returns an executed copy of this letter to USPS:	
	<ol> <li>Purchaser would identify potential sites meeting USPS parameters set forth in Exhibit A, or Exhibits B and C and provide USPS with information on those identified sites.</li> </ol>	
	<ol> <li>Next, USPS would provide its due diligence cost estimate to the Purchaser, which would pay 120% of that estimate to a USPS designated escrow to fund USPS's due diligence review of the potential sites.</li> </ol>	
	<ol> <li>Next, USPS would conduct its due diligence review and if USPS then tentatively approves a site(s), Purchaser would secure the right to acquire the site(s).</li> </ol>	
	<ol> <li>Purchaser and USPS would then negotiate the PSA while Purchaser completes the design steps.</li> </ol>	

We are providing this letter solely to further discussions of a possible contract. This letter is not an offer, and nothing in this letter is binding on either party. Either party may propose to vary terms or to add or substitute terms. At any time, either party may terminate discussions for any or no reason without any liability. Only a separate written contract that is executed and delivered by both parties will evidence binding obligations. Each party will bear its own costs incurred in the discussions and negotiation of a contract.

If the City wishes to pursue discussions as outlined in this letter, please sign below and return a copy to me.

Sincerely,
Tom Samra, Vice President – Facilities
AGREED:
City of Venice, Florida
Ву:
Print
Name:
This

[Date] City of Venice, Florida

RE: Potential Sale of Main Post Office

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#### Exhibit A:

#### **Consolidated Replacement Facility**

• Geographic Boundaries (See also Exhibit A – Map):

North: Tarpon StSouth: Armada Rd

o East: Venetian Waterway Park

o West: Park Blvd N

• Required size and dimensions: 23,325 NSF on 163,275 SF site

• Parking requirements: Customer – 38; Employee/Delivery - 155

• Access requirements: Tractor trailer access

• Loading requirements: 2 x 30" dock with scissors lift and 1 x 50" dock with pit leveler

[Date]
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Exhibit A - Map



Note: Yellow circle above is a half-mile radius distance from the current location of Venice, FL MPO

City of Venice, Florida

RE: Potential Sale of Main Post Office

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#### Exhibit B

#### **Carrier Operations Replacement Facility:**

• Geographic Boundaries (See also Exhibit B – Map):

North: Bird Bay Dr S
 South: Airport Ave E
 East: Pinebrook Rd
 West: The Esplanade N

Required size and dimensions: 19,345 NSF on 135,415 SF site

• Parking requirements: Customer – 3; Employee/Delivery - 151

• Access requirements: Tractor trailer access

• Loading requirements: 2 x 30" dock with scissors lift and 1 x 50" dock with pit leveler

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Exhibit B - Map



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#### Exhibit C:

#### **Retail Operations Replacement Facility:**

• Geographic Boundaries (See also Exhibit C – Map):

North: Tarpon StSouth: Armada Rd

o East: Venetian Waterway Park

o West: Park Blvd N

• Required size and dimensions: 4,876 NSF on 47,164 SF site

• Parking requirements: Customer – 36; Employee/Delivery - 7

• Access requirements: Tractor trailer access

• Loading requirements: 1 x 30" dock with scissors lift

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Exhibit C - Map



Note: Yellow circle above is a half-mile radius distance from the current location of Venice, FL MPO

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#### Exhibit D

#### **Profit Restriction Requirements**

- Purchaser Representation: In the PSA, Purchaser would represent that Purchaser will use the MPO
  Property for governmental purposes to benefit its citizens and the Purchaser is not acquiring the
  property merely to re-sell it for a profit. Purchaser also would represent that it plans to [describe
  Purchaser plans for the MPO Property.]
- <u>Public Input</u>: The Purchaser would promise not to enter into any agreement, or deliver any letter of
  intent, memorandum of understanding or similar document, whether or not binding, to convey,
  lease, license or transfer all or any portion of the MPO Property, and the Purchaser would promise
  not to convey, lease, license or transfer all or any portion of the MPO Property, without first:
  - Completing a public solicitation seeking bidders for all or the applicable portion of the property, and
  - Obtaining approval of such agreement, letter of intent, memorandum of understanding or similar document, and the anticipated transaction, by the appropriate public decision making bodies, including the [Purchaser Board], after public meetings discussing it.
- Profit Recapture: If Purchaser conveys, leases, licenses or transfers all or any portion of the MPO Property to any private or public person or entity for a profit, then Purchaser immediately would pay USPS, in cash, an amount equal to (1) the profit amount multiplied by (2) the Profit Recapture Percentage in the table below. For this purpose, "profit" means the amount (but only if such amount is positive) equal to (i) aggregate of all cash plus the market value all other consideration Purchaser receives, minus (ii) the MPO Property FMV (see "Purchase Price"), pro-rated by size if Purchaser conveys, leases, licenses or transfers only a portion of the MPO Property. If Purchaser will receive the consideration over time, then the profit will include the present value of future receipts, discounted at the current Applicable Federal Rate matched to the anticipated consideration receipt date.

In the table below the "Purchaser Acquisition Date" is the date the Purchaser closes its acquisition of the MPO Property and the "Purchaser Transfer Date" is the date the Purchaser conveys, leases, licenses or transfers all or any portion of the MPO Property.

If the Purchaser Transfer Date is:	Then the Profit Recapture Percentage is:
On or before the 5 <sup>th</sup> anniversary of the Purchaser Acquisition Date	100%
After the 5 <sup>th</sup> anniversary of the Purchaser Acquisition Date and on or before the 7 <sup>th</sup> anniversary of the Purchaser Acquisition Date	75%
After the 7 <sup>th</sup> anniversary of the Purchaser Acquisition Date and on or before the 10 <sup>th</sup> anniversary of the Purchaser Acquisition Date	50%
After the 10 <sup>th</sup> anniversary of the Purchaser Acquisition Date	Zero %





## CITY OF VENICE

401 W. Venice Avenue • Venice, Florida 34285

Office: (941) 486-2626 Ext 24006 • Fax: (941) 480-3031

Email: elavallee@venicegov.com www.venicegov.com

#### OFFICE OF THE CITY MANAGER

July 19, 2017

Mr. Michael J. Mintz, Attorney United States Postal Service 475 L'Enfant Plaza, S.W. Washington, D.C. 20260-1137

Dear Mr. Mintz:

I received your correspondence of July 17, 2017 inquiring about the status of the City's interest in pursuing relocation of the Venice offices of the USPS facilities. As you are aware, the City initiated discussions with USPS representatives in 2016 to determine the feasibility of acquiring the property on which the current post office facilities reside. Subsequently, at the City's request discussion and active pursuit of a relocation plan was suspended pending the City's development and completion of an updated Comprehensive Land Use Plan and related capital projects strategy. Again, in 2017, with the completion of the first draft of the Comprehensive Land Use Plan the City re-initiated discussion of the USPS relocation project.

Since inception of the relocation discussion in 2016, USPS representatives have twice forwarded to Venice representatives conditions that would append to a facilities relocation agreement. Many of the detailed requirements are common to both documents. However, we note that some specific elements in the latest draft letter of intent may necessitate the City to modify its relocation strategy. For example, while the March 2016 iteration of the proposed agreement offers the opportunity to relocate the USPS carrier building off-island, the May 2017 version strongly prefers replacing the MPO and CAX property with a single new facility. In spite of some changes in the relocation protocol, the City remains interested in furthering examination of the relocation options.

As an additional consideration to the relocation discussion, from the time initial inquiries with the USPS began significant physical changes have occurred at the current USPS Venice Avenue site. The abutting property owner to the main USPS facility is mid-way through construction of a new commercial structure that consumes a majority of the parking area that historically has experienced shared use. It would appear that completion of this structure may have an adverse

Mr. Michael J. Mintz July 19, 2017 Page 2 of 2

effect on available USPS customer parking. In that regard, the Postal Service may have an independent need to consider relocating the Venice Avenue facility to a site with more customer and employee parking capacity.

The City of Venice remains interested in working with the U.S. Postal Service to determine if an agreeable relocation plan can be developed. The City Council is currently on recess and will reconvene in late August. If Postal Service representatives are agreeable to continue this process, the City staff will address the relocation issue with the City Council and request their decision on moving forward or closing this project. Thank you in advance for any consideration you may afford the City during this period of deliberation. Please feel free to contact me at any time for further information.

Respectfully,

Edward F. Lavallee **City Manager** 

EFL/jg

CC Mayor John Holic

> **Venice City Council Members** Dave Persson, City Attorney

Len Bramble, Assistant City Manager

#### **Edward Lavallee**

From: Mintz, Michael J - Washington, DC <Michael.J.Mintz@usps.gov>

**Sent:** Thursday, July 20, 2017 8:35 AM

To: Edward Lavallee

Subject: RE: Venice, Florida - Postal Service facilities at 350 West Venice and 314 Seaboard

Avenue

#### Dear Mr. Lavallee:

Thank you for your July 19, 2017, letter. Whether to move forward or not is entirely up to the City. Certainly, we are open to resuming a dialogue, if the City moves forward promptly. If the City elects to move forward, please respond to the letter of intent we sent to you in May. As you noted, circumstances change, and the Postal Service cannot delay managing its real estate assets accordingly.

Best regards,

Michael J. Mintz Attorney United States Postal Service 202-268-5204 michael.j.mintz@usps.gov