



October 9, 2015

Mr. Daniel B. Delahaye
Federal Preservation Officer
475 L'Enfant Plaza West, SW Room 6670
Washington, DC 20260-1862

RE: Section 106 Consultation
Napa Franklin Station
1351 Second Street
Napa, Napa County, CA 94559-9991 (the "Property")
National Register Information System #85000133

Dear Mr. Delahaye:

Thank you for your correspondence dated September 30, 2015, advising on the interest of the United States Postal Service (USPS) to resolve potentially adverse effects of sale of the Napa Franklin Station through imposition of a preservation covenant. The City is pleased that the USPS has recognized value and importance of preserving this significant historic resource and is supportive of the approach to impose legally enforceable measures that will ensure preservation of the building's significant historic features if the property is sold to a private party.

Based on correspondence the USPS sent to the State's Historic Preservation Officer on September 9, 2015, the City understands that pursuant to 36 CFR 800.5(a) (2) (vii) the USPS has determined that sale of the subject property without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance is an activity that has the potential to cause an adverse effect on the historic building. To address this adverse impact, the USPS will impose a preservation covenant on the property to ensure preservation of the significant historic features of the Napa Franklin Station building.

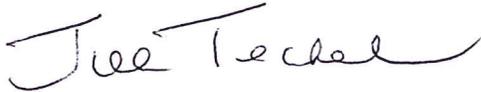
In your correspondence dated September 30, 2015, you have requested that the City agree to "take all necessary steps" to hold and enforce the preservation covenant that will be imposed on the property. You have also requested that the City sign and return a statement agreeing to hold and enforce the preservation covenant within 20 days (by October 19, 2015). The 20-day review period does not provide a sufficient amount of

time for the City to formally act on this request. For the reasons outlined below, we respectfully request that the deadline be extended to November 19, 2015.

- **Details on the extent of damage to the Napa Franklin Station building have not yet been provided to the City.** The City is in the process of working with representatives from the USPS to obtain a copy of the damage assessment report that was prepared for the subject property. Review of this information is necessary for the City to be able to fully understand the extent of damage to the building and any corresponding threats to the significant historic features of the building. A full understanding of the damage to the building and any direct and/or indirect threats to the historic features of the building will help inform the City's evaluation of the adequacy of provisions contained in the draft preservation covenant.
- **Additional consultation is needed on the proposed terms of the preservation covenant.** Upon cursory review of the draft preservation covenant, the City has identified a number of issues that need to be addressed and/or clarified. These include: pre-construction stabilization/weatherization of the building; construction timing; maintenance obligations; demolition procedures; clarification and additional documentation of the listed historic features of the building; and provisions for extinguishing the covenant.
- **The City is in discussions with a qualified local non-profit organization to serve as the covenant holder.** City staff has initiated discussions with Napa County Landmarks, a local non-profit organization dedicated to historic preservation, about serving as the covenant holder. Staff at Napa County Landmarks has indicated receptiveness to serving as the covenant holder and will bring the request to the Board of Directors for discussion and direction in the coming weeks. Should Napa County Landmarks be agreeable to serving as the covenant holder, the City could potentially serve as a third party enforcer. It should be noted that Napa County Landmarks may seek an endowment to administer the covenant.
- **The 20-day period does not provide a sufficient amount of time for review, consultation and acceptance of the provisions of the draft preservation covenant.** Entering into an agreement to be holder and/or enforcer of the preservation covenant will require formal action by the City Council. Prior to presenting the agreement to City Council, the issues outlined above will need to be resolved before staff can prepare recommendations and schedule an item for formal action by the City Council at a noticed public meeting. The 20-day period does not provide an adequate amount of time to complete these steps.

The City is supportive of efforts by the USPS to impose a preservation covenant if the property is sold to a private party. We look forward to working together in finalizing the provisions of the covenant so that it provides necessary and adequate protections that are legally enforceable and will ensure long-term preservation of the property's significant historic features. Please contact Mr. Ken MacNab of our staff at (707) 258-7860 or by e-mail: kmacnab@cityofnapa.org with any questions.

Respectfully,

A handwritten signature in black ink that reads "Jill Techel". The signature is written in a cursive style with a long horizontal stroke at the end.

Jill Techel,
Mayor

cc: Congressman Mike Thompson
Julianne Polanco, State Office of Historic Preservation
John M. Fowler, Executive Director, Advisory Council on Historic Preservation
Rick Tooker, City of Napa Community Development Director
Brian Turner, National Trust for Historic Preservation
Stacey DeShazo, Napa County Landmarks