Undertaking
#2010-391

SECTION 110
PROGRAMMATIC AGREEMENT
AMONG
THE BUREAU OF RECLAMATION,
THE NEVADA STATE HISTORIC PRESERVATION OFFICER,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE MANAGEMENT OF HISTORIC BUREAU OF RECLAMATION PROPERTIES
IN BOULDER CITY, NEVADA

WHEREAS, the Bureau of Reclamation (Reclamation) is the owner of five parcels of land, identified as the Administration Complex, the Date Street Complex, Railroad Avenue, the Communications Building, and an unnamed parcel north of the Administration Complex, totaling 27.2 acres in Boulder City, Nevada (Appendix A); and

WHEREAS, the parcels are located within or adjacent to the limits of the Boulder City Historic District (Historic District), listed in the National Register of Historic Places (National Register) for its association with the construction of Hoover Dam, and as stated in the National Register nomination, it was the first completed Federally planned community in the United States; and

WHEREAS, of the buildings located on the Reclamation parcels, four are historic properties (Administration Building, Annex Building, Date Street Building 100, and Date Street Building 200). All four historic properties are located within the boundaries of the Historic District, as currently defined, and all four are contributing properties to the Historic District (Appendix B); and

WHEREAS, two other Reclamation buildings located within the Historic District boundaries are noncontributing properties to the Historic District and otherwise not eligible for listing in the National Register (Communication Building and Railroad Avenue Building) (Appendix B); and

WHEREAS, Reclamation has completed Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) documentation of all four of its historic properties in Boulder City, Nevada, and the Nevada State Historic Preservation Officer (SHPO) has accepted this documentation as fully meeting HABS/HAER requirements; and

WHEREAS, Reclamation has conducted an Historic American Landscapes Survey (HALS) of the Administration Complex (draft dated August 2009); and

WHEREAS, Reclamation has determined that future management activities, including maintenance, repair, replacement, demolition, and new construction may have an adverse effect on the Historic District and has consulted with the Advisory Council on Historic Preservation (ACHP) and the SHPO pursuant to Section 106 of the National Historic Preservation Act (NHPA) and the ACHP's regulations implementing Section 106 (36 CFR Part 800); and

WHEREAS, Reclamation has consulted with Preserve Nevada, Inc.; the Department of Community Development, Boulder City, Nevada; and Ms. Mimi Rodden, Preservation Consultant, and has invited these parties to concur with the terms of this Programmatic Agreement (Agreement); and

WHEREAS, Reclamation shall follow the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings" and the Secretary of the Interior's "Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes" in meeting its responsibilities under this Agreement; and

WHEREAS, Reclamation recognizes the SHPO's technical expertise in historic preservation and the preservation of historic buildings and shall voluntarily seek the SHPO's input and guidance whenever needed during the implementation of this Agreement; and

WHEREAS, the following definitions apply throughout this Agreement:

National Register means the National Register of Historic Places maintained by the Secretary of the Interior.

Adverse effect means an activity that may alter, directly or indirectly, any of the characteristics of an historic property that qualify the property for inclusion in the National Register in a manner that would diminish the historic integrity of the property's location, design, setting, materials, workmanship, feeling, or association.

Historic property means any prehistoric or historic district, site, building, structure, or object listed in, or eligible for listing in, the National Register (36 CFR Part 800.16 [l] [1]). This term includes any property that contributes to the National Register eligibility of an Historic District.

Historic integrity means the aspects of location, design, setting, materials, workmanship, feeling, and association that are necessary to convey the significance of an historic property.

Effect means alteration to the characteristics of an historic property that qualify it for listing in, or for eligibility for listing in, the National Register (36 CFR Part 800.16 [i]).

Adaptive reuse means the use of the structure with minimal change to the defining characteristics of the building and environment (36 CFR Part 67).

In-kind replacement means a replacement that matches the original in design, color, texture, and materials and that is installed in the same location.

Signatory party means a party with sole authority to execute, amend, or terminate this Agreement. The signatory parties to this Agreement are the Bureau of Reclamation, the Nevada State Historic Preservation Officer, and the Advisory Council on Historic Preservation.

Concurring party means a party who has participated in the drafting of the Agreement and who concurs with its terms and conditions. The concurring parties to this Agreement are Preserve Nevada, Inc.; Boulder City Department of Community Development, Nevada; and Ms. Mimi Rodden.

NOW THEREFORE, Reclamation, the SHPO, and the ACHP agree that future management of Reclamation's properties within Boulder City, Nevada, shall be administered in accordance with the following stipulations.

Stipulations

Reclamation shall ensure that the following stipulations are carried out.

I. Boulder City Historic District

A. Background: The Administration Building, the Administration Annex Building, Building 100, Building 200, and the Railroad Avenue Building were all identified as contributing elements of the Historic District when the Historic District was listed in the National Register in 1983 (see Appendix B). In 1992, however, Reclamation, in consultation with the SHPO, determined that the Railroad Avenue Building had lost its historic integrity and no longer contributed to the significance of the Historic District.

The original survey conducted for the Historic District nomination did not include the Bureau of Mines (BOM) Electrometallurgical Experimental Station that operated between 1941 and 1983 at what is known today as the Date Street Complex. Only Building 100 (engineering laboratory) and Building 200 (metallurgical laboratory) were incorporated into the Historic District at the time of nomination. In 1984, Reclamation took possession of the former BOM property and, in 2000, owing to hazardous conditions, demolished six buildings and relocated another after HABS/HAER recording. Since then, Reclamation has constructed multiple buildings on the former BOM site and is in the process of constructing a new office building at the Date Street Complex, outside of, but adjacent to, the current Historic District boundaries.

B. Reclamation acknowledges that the original 1983 Historic District nomination is outdated and in need of revision to, among other things, update the inventory of recorded properties, re-evaluate contributing and noncontributing elements, identify additional properties that may be contributing elements to the Historic District, and adjust the Historic District boundary as appropriate.

C. Reclamation will cooperate with Boulder City to revise and update the Historic District nomination whenever the City can secure the necessary funding and will support the City in its efforts to secure these funds. In the meantime, Reclamation, in consultation with the SHPO, shall periodically evaluate its own buildings and structures for National Register eligibility. For the purposes of planning, Reclamation shall also record and evaluate the National Register eligibility of buildings and structures adjacent to Reclamation's properties. Landowner approval shall be required whenever Reclamation recommends a

property it does not own as a contributing element of the Historic District. Where such approval is not provided by the landowner, the property shall not be added to the Historic District. All recording and evaluation will be conducted by an historic architect or architectural historian meeting the professional qualifications described in Stipulation VIII.

D. If and when the Historic District nomination is revised and updated, and should the Historic District boundary be modified, Reclamation will consult with the consulting parties to amend this Agreement, as provided for in Stipulation IX. Such consultations will include discussions regarding the implications that revisions may have for managing Reclamation's historic properties and the potential for direct and indirect effects of future management activities on the Historic District.

II. Potential Effects:

A. Reclamation, in managing its properties, may engage in activities that could adversely affect the contributing properties it owns and the Historic District as a whole. These activities include, but are not limited to, new construction, rehabilitation, demolition, removal of additions to existing buildings, routine building maintenance, landscape maintenance, replacement of infrastructure, and leasing of Reclamation property to non-Federal parties. These activities may have direct effects to the Administration Building, the Administration Annex Building, Building 100, and Building 200 by diminishing their historic integrity of design, materials, workmanship, or possibly feeling and association. These activities may also have indirect effects on the Historic District through the introduction of visual and/or auditory elements that would diminish the Historic District's integrity of setting, feeling, and association. As such, the Area of Potential Effects (APE) may differ, depending on the nature of the activity and the scale of potential effects. Except where agreed in Stipulation III.B.7, Reclamation will consult with the consulting parties about the APE for direct and indirect effects whenever it proposes an activity that is subject to consultation.

B. This Agreement is designed to meet Reclamation's responsibilities under the NHPA regarding all reasonably foreseeable management activities and their potential effects. If Reclamation proposes an activity that is not covered by this Agreement or that exceeds its terms and conditions, Reclamation shall consult with the consulting parties on that activity, pursuant to the standard regulations of 36 CFR Part 800.

III. Treatment of Effects by Management Activity

A. General Consultation Procedures

1. Reclamation shall consult with the consulting parties to this Agreement during the planning and design stages of any management activity listed under this stipulation, except where such consultation is specifically exempted.

2. Draft plans, designs, and other supporting documentation will be submitted to the consulting parties for a 30-day review. If, by the end of the review period, Reclamation does not receive comments from any one of the consulting parties, Reclamation will assume that party has no objection to the proposed management activity. Reclamation will take into account any comments received by the consulting parties during the review period in preparing final plans and designs.

3. Should any of the consulting parties object to Reclamation's plans or designs for any of the management activities listed in this stipulation, Reclamation will meet with the objecting party and resolve the objection through the provisions for dispute resolution in Stipulation XI.

4. Reclamation will distribute to the consulting parties electronic copies of any final reports, plans, or other documents prepared in compliance with the terms of this Agreement.

B. Construction of New Buildings

1. Reclamation shall consult with the consulting parties about proposed new construction at the Date Street Complex and the Railroad Avenue property, following the consultation procedures in Stipulation III.A.

2. Reclamation does not anticipate the need for new building construction at the Administration Complex, including the unnamed parcel immediately to the north of the Administration Complex property (See Appendix A). Nor does Reclamation see the need for new building construction at the Communications Building property. Should Reclamation propose constructing new buildings at these locations at some time in the future, it shall meet its responsibilities under the NHPA outside the terms of this Agreement, pursuant to 36 CFR Part 800.

3. Construction of new buildings, including additions to existing buildings, proposed by Reclamation anywhere on the Date Street Complex will follow the design guidelines attached as Appendix C.

4. Construction of new buildings, including additions to existing buildings, proposed by Reclamation anywhere on the Railroad Avenue property will follow the design guidelines attached as Appendix D.

5. Reclamation will consult with the consulting parties to this Agreement to identify any effects that may result from changes to parking, lighting, and traffic, where appropriate, in the design of new construction at the Date Street Complex and the Railroad Avenue property. Where adverse effects are found, Reclamation will continue to consult with the consulting parties to avoid, minimize, or mitigate those effects.

6. All new construction shall abide by the Secretary of the Interior's Standards for Rehabilitation, where applicable, including the design and construction of a new addition to an historic building.

7. The consulting parties agree that, until or unless the boundary of the Historic District is modified through a revision of the Historic District nomination (see Stipulation I.D) and additional National Register–eligible properties are identified, compliance with the design guidelines in Appendix C and Appendix D will be sufficient to minimize both direct and indirect effects to the Historic District for all new construction at the Date Street and Railroad Avenue properties.

C. Rehabilitation

1. Reclamation shall consult with the consulting parties about any proposed rehabilitation of its historic buildings, following Stipulation III.A.

2. Reclamation shall, whenever possible, rehabilitate its historic buildings and structures for adaptive reuse.

3. All rehabilitation of historic buildings and structures shall following the Secretary of the Interior's Standards for Rehabilitation.

D. Restoration

1. Reclamation shall, whenever possible, restore the exteriors of its historic buildings and structures.

2. All restoration activities shall follow the Secretary of the Interior's Standards for Restoration.

3. Reclamation shall consult with the consulting parties about any proposed restoration, following Stipulation III.A.

E. Demolition

1. Reclamation shall consult with the consulting parties whenever it proposes to demolish an historic property, following Stipulation III.A.

2. Consultation will be conducted in a two-step process. Reclamation will first consult with the consulting parties to determine whether there is a viable alternative to demolition through adaptive reuse, rehabilitation, or other means. If Reclamation determines there is no viable alternative to demolition, Reclamation shall consult with the consulting parties a second time to determine whether the existing HABS/HAER/HALS documentation is sufficient to mitigate the adverse effects of demolition or additional treatment is warranted.

Reclamation will provide the consulting parties to this Agreement with copies of the HABS/HAER/HALS documentation for the historic property, along with a description of the proposed demolition for review.

3. Reclamation will enter into a Memorandum of Agreement with the consulting parties to resolve the adverse effects of the demolition.

4. Demolition of noncontributing buildings that are not historic properties does not constitute an adverse effect. Reclamation will notify the consulting parties of its intent to demolish such buildings.

F. Removal of Additions

1. Reclamation shall consult with the consulting parties whenever it proposes to remove an addition to a building that is an historic property, following the procedures in Stipulation III.A.

2. Where Reclamation determines there is no viable alternative to removal, Reclamation shall consult with the consulting parties to determine whether the existing HABS/HAER/HALS documentation is sufficient to mitigate the adverse effects of removal or additional treatment is warranted. Reclamation will provide the consulting parties with copies of the existing HABS/HAER/HALS documentation on the building and the addition to be removed, for review.

3. Reclamation will not be required to consult prior to the removal of an addition to a building that is not an historic property but may choose to do so.

G. Lease of Reclamation Property to a Non-Federal Party

1. Reclamation shall consult with the consulting parties about any proposed lease of Reclamation land or buildings to non-Federal entities, following Stipulation III.A.

2. The lease of a Federally owned historic property to a non-Federal party without adequate conditions to ensure preservation is an adverse effect under 36 CFR Part 800.5 (a) (2) (vii). Reclamation shall ensure that the lease of its land or buildings to a non-Federal party shall be implemented through a lease agreement or other appropriate legal instrument that specifically recognizes Reclamation's responsibility to comply with Section 106 of the NHPA, where applicable.

3. In developing the lease agreement, Reclamation shall consult with the consulting parties to prepare appropriate stipulations ensuring that the requirements of the NHPA are met. Reclamation will add these stipulations to any lease agreement it enters into with a non-Federal party, compliance with which shall be made a condition of the lease.

H. Routine Building Maintenance, Repair, and Replacement Activities

1. Routine exterior maintenance and repair activities, as well as in-kind replacement (see definition above), as listed in Appendix E, will be considered to have no adverse effect on historic properties and will be exempt from the consultation requirements of this Agreement.

2. Reclamation shall consult with the consulting parties concerning any proposed activities that are not listed as exempted in Appendix E, following Stipulation III.A.

3. Deteriorated character-defining historic architectural features, as identified in the HABS/HAER/HALS documentation, shall be repaired rather than replaced whenever possible. When severity of deterioration requires replacement of a character-defining feature, Reclamation shall replace the feature in kind. If in-kind replacement is not possible, the activity may be an adverse effect and therefore subject to consultation.

4. Reclamation shall ensure that the exempted activities listed in Appendix E will be conducted in accordance with the Secretary of the Interior's Standards for Rehabilitation.

5. Reclamation will not be required to consult with the consulting parties regarding maintenance, repair, and replacement activities for any building that is not an historic property.

I. Maintenance and Replacement of Landscape Elements

1. Routine maintenance and replacement of lawn, flowers, shrubs, trees, and other elements of existing landscapes, including hardscaping (walkways, rock walls, benches, etc.), will have no adverse effect and are exempted from consultation, provided that replacements are made with matching or consistent plant species and landscape elements. Reclamation shall follow the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes for all routine maintenance and replacement activities involving landscapes.

2. Reclamation shall consult with the consulting parties concerning any proposed changes to historic landscapes that may have an adverse effect, following Stipulation III.A.

3. Reclamation will consult with the consulting parties whenever it proposes to change existing landscapes by adding new vegetation and landscape elements that do not match or are not consistent with existing plants and landscape elements.

4. If, following consultation, Reclamation determines the proposed landscape change will have an adverse effect, it will continue to consult with the consulting parties to resolve the adverse effect, which may include, but is not limited to, HALS

documentation. Where no adverse effect will occur, following consultation, Reclamation may make the landscape change.

5. Reclamation will continue to water and maintain the existing lawn associated with the Administration Complex, as described in the HALS documentation of the Administration Complex, dated August 2009. If and when Reclamation determines that it can no longer water and maintain the existing lawn, Reclamation shall consult with the consulting parties following a two-step process. Reclamation will first consult to explain the nature of the issue and to solicit recommendations that would allow it to resolve the issue. Thereafter, should Reclamation determine that the issue cannot be resolved, Reclamation will consult the consulting parties a second time regarding the mitigation of adverse effects and the selection of suitable replacement ground cover.

J. Replacement of Infrastructure

1. Reclamation will repair or replace any existing lighting (except historic lighting—see Appendix E), gates, fences, driveways, sidewalks, and curbs with like materials and coloring to ensure continuity in appearance. No consultation with the consulting parties will be required.

2. Reclamation will replace any existing utility, amenity, or infrastructure as needed, provided that, upon completion, the surface conditions and/or landscaping are returned to their original appearance, allowing for reasonable rehabilitation and regrowth. Reclamation will avoid adversely affecting trees and other historic landscape elements whenever possible. Under these conditions, no consultation with the consulting parties will be required.

3. If replacement of infrastructure may adversely affect historic buildings or landscapes, including trees or other landscape elements, Reclamation shall consult with the consulting parties, following Stipulation III.A.

4. If, during infrastructure replacement, archaeological deposits are encountered, Reclamation will follow the provisions for unanticipated archaeological discovery in Stipulation IV.

IV. Unanticipated Archaeological Discovery

A. If previously unknown archaeological deposits are discovered during construction, Reclamation shall secure the discovery location from further harm.

B. Reclamation will consult with the SHPO on eligibility and effect within 48 hours of the discovery. If the discovery appears to be Native American in origin or may be a property of traditional religious and cultural significance to Indian tribes, Reclamation shall also

consult with appropriate Federally recognized tribes regarding National Register eligibility and effect within this same time frame.

C. In consultation with the SHPO and the tribes, as applicable, Reclamation will determine whether or not expedited treatment is warranted. If not, no treatment will be conducted. If so, Reclamation will immediately prepare a treatment plan and implement the treatment plan. The treatment plan will be prepared following the treatment standards contained in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

V. Outreach and Education

A. Reclamation, in consultation with the consulting parties, will develop educational and interpretive projects for general public audiences, as funding allows, regarding Reclamation's role in the history of Boulder City.

B. Educational and interpretive projects and programs may include, but are not limited to, written brochures, guides, and other publications; signage and kiosks; interpretive displays; open houses; walking tours of the Historic District; and participation in public events, such as the Nevada Archaeological Awareness and Historic Preservation Month.

VI. Implementation

A. Coordination Meetings

To ensure that the terms of this Agreement are implemented, Reclamation shall schedule monthly coordination and review meetings among appropriate management and cultural resources, property-management, and maintenance personnel. The purpose of these regular meetings is to provide within Reclamation an institutional mechanism for exchanging information among critical staff regarding the proper management of Reclamation's historic properties and to provide oversight and direction as needed to ensure that the intended goals of the Agreement are met. The resolution of issues raised at these meetings will be documented in the annual report distributed to the consulting parties. Further, these cases will be used as meaningful teaching tools in the conduct of training required in accordance with Stipulation VI.C.

B. Historic Building Condition Assessment

1. Within 1 year of the implementation of this Agreement, and updated every year thereafter, Reclamation shall conduct a building-condition assessment of its historic buildings. This assessment will describe the physical condition of each building and its character-defining historic features. The purpose of the building-condition assessment is to supplement the existing HABS/HAER/HALS documentation and provide a means by which Reclamation can monitor the condition of its historic buildings and landscapes.

2. The building-condition assessment will be limited to the exterior portions of each building and associated landscapes. Buildings determined to be not historic or noncontributing elements to the Historic District will not be subject to this requirement. The building-condition assessment will be added to the report for the annual meeting, prepared under Stipulation VI.D.

C. Training

1. To ensure that Reclamation meets the requirements of this Agreement, Reclamation shall periodically provide training in historic preservation to all administrators, engineers, property managers, and maintenance staff. This training will include, but is not limited to, a review of this Agreement, with special attention to maintaining historic buildings and landscapes, as well as a review of the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties. Other preservation problems or issues relevant to managing Reclamation's historic properties may also be addressed.

2. All historic preservation training shall be conducted by an architectural historian or landscape architect meeting the qualification standards in Stipulation VIII. Training may be provided by qualified Reclamation staff, SHPO staff, or outside contractors.

3. In the development of this Agreement, the Resources Management Office cultural resources staff conducted three Lower Colorado Regional Office (LCRO) workshops, with considerable attendance. These workshops generated increased awareness on the appropriate maintenance of LCRO's historic structures and a renewed appreciation of Reclamation and of Boulder City's history. These workshops will continue to be held twice yearly and will be mandatory for all new personnel.

D. Annual Meeting

1. In every year following the execution of this Agreement, Reclamation will, after communication and coordination with the consulting parties to ascertain the need, convene a meeting of the consulting parties to evaluate the operation of the Agreement. At that time, the consulting parties may discuss whether or not the Agreement is functioning as intended and whether the Agreement needs to be amended to correct and improve its performance.

2. In every year following the execution of this Agreement, and at least 30 days prior to an annual meeting, when held, Reclamation will prepare a report on all activities carried out under the Agreement for the previous year and distribute the report to the consulting parties.

E. Performance Assessment

Twice a year, for the first 2 years following the execution of this Agreement, Reclamation shall, in addition to meeting the requirements of Stipulation VI.D, also consult with the

consulting parties regarding the performance of the Agreement. Following this 2-year period, Reclamation will continue to consult with the consulting parties, in accordance with Stipulation VI.D.

VII. Emergency Situations

A. Emergency situations—including, but not limited to, fire, flooding, or other hazardous circumstances—may arise that require an immediate response by Reclamation in order to protect public health, safety, and property.

B. If an emergency situation occurs involving any of Reclamation's historic buildings that requires Reclamation to respond within 14 days, then the requirements of this Agreement are automatically waived.

C. In such instances, Reclamation will prepare a report describing the emergency, the steps taken to resolve the emergency, and a damage assessment of any adverse effects that may have occurred to the historic building as a result of the emergency. The report will be sent to the consulting parties for their information.

VIII. Qualifications

All investigations performed in compliance with the terms of this Agreement shall be conducted by, or under the supervision of, a qualified professional meeting the Secretary of the Interior's Professional Qualification Standards in history, architecture, architectural history, historic architecture, historic landscape architecture, or archaeology, as applicable, as described in the Federal Register: June 20, 1997 (Volume 62, Number 119, pages 33707–33723).

IX. Amendments

Any signatory party to this Agreement may request that the Agreement and/or any of its appendices be amended, whereupon the consulting parties will consult to reach a consensus on the proposed amendment. Where no consensus can be reached among the signatory parties, the Agreement will not be amended, and the provisions of Stipulation X for terminating this Agreement shall be implemented.

X. Termination

A. Any signatory to this Agreement may terminate it by providing 30 days' notice to the other consulting parties, provided that the consulting parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

B. In the event of termination, Reclamation shall comply with 36 CFR Part 800 in regard to individual undertakings covered by this Agreement or in regard to all remaining actions under this Agreement.

XI. Dispute Resolution

A. Should any party to this Agreement object in writing to Reclamation regarding any action carried out or proposed with respect to the undertaking or implementation of this Agreement, Reclamation shall consult with the objecting party to resolve the objection. If Reclamation determines that the objection cannot be resolved, Reclamation shall forward all documentation relevant to the objection to the ACHP. Within 30 days after receipt of all pertinent documentation, the ACHP will either:

1. Provide Reclamation with recommendations, which Reclamation will take into account in reaching a final decision regarding the dispute; or

2. Notify Reclamation that the objection will be referred for comments pursuant to 36 CFR Part 800.7 (a) (4) and proceed to referral of the objection and comment. Reclamation shall take the resulting comment into account, in accordance with 36 CFR Part 800.7 (c) (4).

B. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute. Reclamation's responsibility to carry out all actions under this Agreement that are not subjects of the dispute will remain unchanged.

XII. Execution

A. This Agreement shall become effective on the date it is signed by the ACHP and shall remain in effect for a period of 10 years, unless extended by unanimous approval of the signatories or terminated in accordance with Stipulation X.

B. Execution and implementation of this Agreement is evidence that Reclamation has satisfied its Section 106 responsibilities in managing its properties at Boulder City, Nevada.

Signatory Parties:

BUREAU OF RECLAMATION

By:_____ Date:_____
Regional Director, Lower Colorado Region

NEVADA STATE HISTORIC PRESERVATION OFFICER

By:_____ Date:_____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:_____ Date:_____

Concurring Parties:

PRESERVE NEVADA, INC.

By:_____ Date:_____

DEPARTMENT OF COMMUNITY DEVELOPMENT, BOULDER CITY, NEVADA

By:_____ Date:_____

MS. MIMI RODDEN, HISTORICAL CONSULTANT

By:_____ Date:_____

Appendices:

Appendix A. Map of Reclamation Lands in Boulder City, Nevada

Appendix B. Map of Reclamation Buildings within the Boulder City Historic District

Appendix C. Design Guidelines for New Construction at the Date Street Complex

Appendix D. Design Guidelines for New Construction at the Railroad Avenue Property

Appendix E. List of Exempted Routine Maintenance, Repair, and Replacement Activities

Appendix A. Map of Reclamation Lands in Boulder City, Nevada

Appendix B. Map of Reclamation Buildings within the Boulder City Historic District

Appendix C. Design Guidelines for New Building Construction at the Date Street Complex

New building construction at the Date Street Complex should be designed to be compatible with, and sympathetic to, previously existing historic buildings on-site, as well as existing surrounding historic buildings, to create a sense of visual continuity within the Historic District.

Building Height

The height of new buildings shall be no greater than 24 feet from ground level, plus the height of the roof.

Massing

Massing of new buildings, particularly roof type and design emphasis, should be consistent with pre-existing and/or existing historic buildings of similar historic use on-site and within the Historic District.

Orientation

Orientation for the new buildings should be consistent with historic building orientation on-site, with a main orientation of northeast-southwest and right-angle extensions oriented northwest-southeast.

Exterior Siding and Coloring

Exterior siding and coloring of exterior finishes for new buildings and structures should match or appear similar to pre-existing and/or existing historic buildings of similar historic use on-site and within the Historic District. The coloring of doors and trim should match the roofing color.

Windows and Doors

Windows and doors visible from within the Historic District should be compatible with pre-existing and historic buildings on-site and within the Historic District.

Architectural Style

The architectural style of new buildings shall be compatible within pre-existing and/or existing historic buildings of similar historic use on-site and within the Historic District.

Landscape

Landscape should be consistent with historic landscape patterns used by Reclamation at the Date Street Complex. Drought-tolerant landscaping (xeriscaping) should match as closely as possible the historic landscape and should be installed and maintained around the perimeter to enhance aesthetic appeal.

Mechanical Systems

Mechanical, plumbing, and electrical systems, including heating, ventilation, and cooling, should be placed in locations that are not visible from the Historic District, where feasible and code compliant. Mechanical units placed on the ground should be screened with vegetation or other appropriate means to reduce their visibility from the Historic District.

Covered Parking Spaces

Covered parking spaces should be placed away from areas visible from the Historic District or should be screened with vegetation or other suitable elements to reduce their visibility from the Historic District.

Appendix D. Design Guidelines for New Construction at the Railroad Avenue Property

New building construction at the Railroad Avenue Property should be designed to be compatible with existing Reclamation buildings on-site, consisting of offices and laboratories, but also be respectful of historic buildings in the nearby residential neighborhood, so as to maintain the existing visual rhythm of streetscapes and other architecturally defined spaces.

Building Height

The height of new buildings shall be no greater than 24 feet from ground level, plus the height of the roof.

Massing

Massing of new buildings, particularly roof type and design emphasis, should be consistent with other buildings on the property.

Windows and Doors

Windows and doors visible from Railroad Avenue and the adjoining residential neighborhood should be compatible with the predominant patterns found in other buildings on the property.

Exterior Siding and Coloring

Exterior siding and coloring of exterior finishes for new buildings visible from Railroad Avenue and adjacent residential areas should reflect the prevailing style of nearby buildings on the property. The exterior siding should blend in, not stand out.

Architectural Style

The architectural style of new buildings and structures shall be compatible with existing buildings on the property.

Mechanical Systems

Mechanical, plumbing, and electrical systems, including heating, ventilation, and cooling, should not be located in areas that are visible from Railroad Avenue, where feasible and code compliant. Mechanical units placed on the ground should be screened with vegetation or other appropriate means to reduce their visibility.

Landscape

Landscape should be consistent with historic landscape patterns used by Reclamation at the Railroad Avenue Property. Drought-tolerant landscaping (xeriscaping) should match as closely as possible the historic landscape and should be installed and maintained around the perimeter to enhance aesthetic appeal.

Appendix E. List of Exempted Routine Maintenance, Repair, and Replacement Activities

The following routine maintenance, repair, and replacement activities conducted on historic properties are exempted from consultation. Activities that are not exempted and that require consultation are also identified below.

Exempted

Structural Elements

- Maintain and repair: doors and door frames
- Maintain and repair: window frames
- Maintain, repair, and replace in kind: exterior metal siding
- Maintain, repair, and replace in kind: roof tiles
- Maintain, repair, and replace in kind: roof gutters
- Repair and replace: window glass
- Patch wall stucco/seal cracks and paint with matching wall color
- Paint exterior walls with similar or comparable colors

Electrical System and Accessories

- Maintain, repair, and replace: exterior light fixtures
- Maintain, repair, and replace: light switches
- Maintain, repair, and replace: emergency lights

Miscellaneous

- Maintain, repair, and replace: HVAC systems
- Paint with matching color and finish: walls, doors, and trim

Replacement of Existing Equipment in the Same Location

- Security cameras and door-entry keypads of the same size or smaller
- Satellite dishes/antennae of the same size or smaller

Not Exempted

Structural Elements

- Replacement of doors and door frames requires consultation.
- Replacement of window frames requires consultation.

Electrical System and Accessories

- Replacement of historic exterior light fixtures requires consultation.
- Replacement of historic light switches requires consultation.

Signatory Parties:

BUREAU OF RECLAMATION

By: Lorri Gray-Lee Date: 4/29/10
Regional Director, Lower Colorado Region

NEVADA STATE HISTORIC PRESERVATION OFFICER

By: Alan M. Baldrica, Deputy Date: 4/30/10

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:_____ Date:_____

Concurring Parties:

PRESERVE NEVADA, INC.

By:_____ Date:_____

DEPARTMENT OF COMMUNITY DEVELOPMENT, BOULDER CITY, NEVADA

By:_____ Date:_____

MS. MIMI RODDEN, HISTORICAL CONSULTANT

By:_____ Date:_____