

National Park Service

Yellowstone National Park ID, MT, WY



## Mount Washburn Memorandum of Agreement Final Report



*Prepared by*

**Thomas James, Cultural Resource Specialist (Roads)**

***February 7, 2023***

Mount Washburn Fire Lookout Memorandum of Agreement

**ABSTRACT**

On 7/2/2019, Yellowstone National Park (YNP) and the Wyoming State Historic Preservation Office (WYSHPO) entered into a Memorandum of Agreement (MOA) for the mitigation of adverse effects to the Mount Washburn Fire Lookout (48 YE 946) due to telecommunications installations by Verizon Wireless. Stipulation I. d. of the MOA requires a final report and as-built specifications within six months of completion of the rehabilitation project. The project was completed with the demobilization of Verizon's selected contractor on September 1, 2022.

On 7/2/2019, YNP and WYSHPO entered into an MOA for the mitigation of adverse effects to the Mount Washburn Fire Lookout (48 YE 946) (DBI\_WY\_2018\_1541; Appendix A). The Mount Washburn Fire Lookout was determined to be eligible for inclusion on the National Register of Historic Places in March of 2012 (SHPO project file #0312KLH010, DBI\_WY\_2012\_2266) under Criteria A and C. Under Criterion A the lookout is eligible for its association with the history of National Park Service (NPS) administration as it related to the protection of park resources during the New Deal era. Under Criterion C, the lookout is eligible for its representation of the evolving design of fire lookouts within the National Park Service. The Mount Washburn Fire Lookout is also recorded internally by YNP as historic structure 0290, and under the NPS List of Classified Structures (LCS) as LCS ID 050934.

Verizon Wireless proposed improvements to telecommunication services in the park documented in a Categorical Exclusion (CE) on the Planning, Environment & Public Communication (PEPC) platform under project number 70097 which required major remodeling to Mount Washburn and the surrounding vicinity. Improvements outlined in the project included: Construction of a new antenna support structure around the east, north, and west sides of the existing fire lookout; relocation of multiple antennas previously attached to the historic fire lookout building to the new mounting structure; construction of underground vaults to conceal new point-to-point microwave antennas; replacement of the offsite diesel generator with a propane generator for backup electrical power; and replacement of buried electrical service from the generator to the fire lookout in a trench through Chittenden Road. These telecommunications upgrades, when combined, resulted in an adverse effect to historic properties at the Mount. Washburn Fire Lookout (SHPO project file #021BAB010, DBI\_WY\_2017\_1551).

The MOA contained a total of 5 mitigation measures labeled as Stipulation 1. a. through 1. d. Each of these mitigations has either previously been met or is met through the submission of this report.

Stipulation 1. a. required that Verizon complete level three Historic American Building Survey (HABS documentation) of the Mount Washburn Fire Lookout and be submitted to the Library of Congress, and that WYSHPO and NPS review and approve submitted HABS documentation. Verizon Wireless contracted completion of HABS documentation for this MOA stipulation to Trileaf, an environmental, architectural, and engineering firm based in St. Louis, Missouri. Trileaf submitted their draft HABS documentation (HABS NO. WY-173; Enclosure 1) to YNP via e-mail on August 24, 2018. NPS Cultural Resource Staff reviewed the documentation and found that it fulfilled the requirements of MOA Stipulation I. a. and transmitted it to your office on December 4, 2018. Brian Beadles of your office concurred with the NPS that the MOA requirements under Stipulation 1. a. were met by the Trileaf documentation on February 21,

2019 (SHPO File #0217BAB010, DBI\_WY\_2018\_1542), and thus this stipulation was complete at that time.

Stipulation 1. b. of the MOA required that the NPS and the Forest Fire Lookout Association (FFLA) design four new interpretive panels for the viewing deck according to NPS interpretive design standards. The panels were to include interpretive material about the history of fire lookouts in Yellowstone National Park and the significance of the Mount Washburn Fire Lookout. The FFLA was to contribute research materials on the history and significance of the Mount Washburn Fire Lookout. Verizon was to fund the purchase of materials, construction, and installation. WYSHPO and NPS were to review and approve interpretive panel design and content. Visual Information Specialists with the YNP Division of Resource Education and Youth Programs designed and produced the interpretive panels (Figures 21-24) with input from the FFLA and NPS fire lookout personnel. These new interpretive panels were installed at Mount Washburn on August 11, 2022 (Figures 25-27), completing this stipulation.

Stipulation 1. c. requires that Verizon design and execute a rehabilitation project on the Mount Washburn Fire Lookout that is compliant with the Secretary of Interior's Standards for Rehabilitation of Historic Properties. This will include concrete restoration and repair and rehabilitation of the historic metal windows and railings. Verizon will submit construction drawings, a project manual, and a schedule to the NPS for approval prior to commencement of any construction. NPS will provide 30%, 60% and 90% design plans to the WYSHPO for review and comment. WYSHPO was due within 30 days of receipt of each set of plans. YNP transmitted 30%, 60% and 90% plans in the first half of 2019, receiving review acknowledgement from Brian Beadles on March 8, 2019 for 30%, May 16, 2019 for 60%, and June 20, 2019 for 90% plans (all under SHPO File #0217BAB010, DBI\_WY\_2018\_1542). Verizon selected Vikor as a contractor to complete the telecommunications upgrade to the Washburn Fire lookout, and Vikor retained Summit Sealants as a subcontractor to perform the rehabilitation project.

The rehabilitation project conducted by Summit Sealants consisted of scaling spalling concrete from the exterior of the structure (Figure 4) and interior restrooms (Figures 8 and 9) and replacing it with new mortar; refurbishing windows throughout the structure with new glazing and replacing broken panes; replacement of a window that had been removed from the second story radio room and replaced with a ventilation louver; installation of new restroom dividers to replace corroded original dividers; restoring and sealing tread surfaces in the restrooms, first floor visitor center, and second floor observation deck; replacement of a failed cantilevered staircase landing (Figures 6 and 14) on the third floor of the structure; replacement of exterior stair treads with expanded metal treads to promote safety in icy conditions; replacement of failed asbestos tiles on the third floor catwalk (Figure 7) with modern sealed concrete faux tiles (Figure 15); sealing of vent louvers above the first floor restroom windows, which had allowed water penetration to the interior of the structure (Figure 13); refurbishment of doors

throughout the structure including all associated hardware such as automatic closers, doorknobs, and hinges (Figures 17 and 18); sealing and refurbishment of guardrails throughout the building, including sealing of penetrations that had allowed water infiltration into guardrails, and full welding closure of seams that were originally spot welded (Figure 19); and repainting all portions of the lookout to their original colors. The rehabilitation of the lookout under Stipulation 1. c. was completed on September 1, 2022 (Figures 28 and 29).

Stipulation 1. d. requires that a final report and as-built specifications will be provided to the WYSHPO and NPS within six months of completion of the rehabilitation project. This report and the enclosed as-built specifications for the project (Enclosure 2), along with engineering drawings for the southern walkway leading from the second floor viewing platform to the third floor catwalk and fire lookout's quarters (Enclosure 3) complete this stipulation.

Stipulation 1. e. requires that the NPS will post a list of all commercial communications equipment currently located on or near the Mount Washburn Fire Lookout at <http://parkplanning.nps.gov/mtwashburn> within six months of the completion of the mounting structure and microwave upgrade. This document was posted on December 20, 2020 and is listed under the Document List located on the left hand menu bar. This stipulation is complete.



**Figure 1. Tower prior to Verizon Antenna Project - View to Southeast.**



**Figure 2. Tower prior to Verizon Antenna Project - View to South.**





**Figure 3. Tower prior to Verizon Antenna Project - View to Southwest.**





Figure 4. West wall of tower prior to project showing concrete spalling and paint damage due to weather.



**Figure 5. View of Tower prior to Verizon Project facing north, with view of prior microwave installations.**





**Figure 6. Staircase and landing between second and third levels prior to rehabilitation.**



**Figure 7. Catwalk asbestos tile surface prior to rehabilitation.**



**Figure 8. Interior of men's restroom during rehabilitation.**





**Figure 9. Original paint colors in men's restroom showing behind modern white latex cover.**





**Figure 10. Speed lines during rehabilitation.**



**Figure 11. Staircase and landing between second and third levels during rehabilitation.**



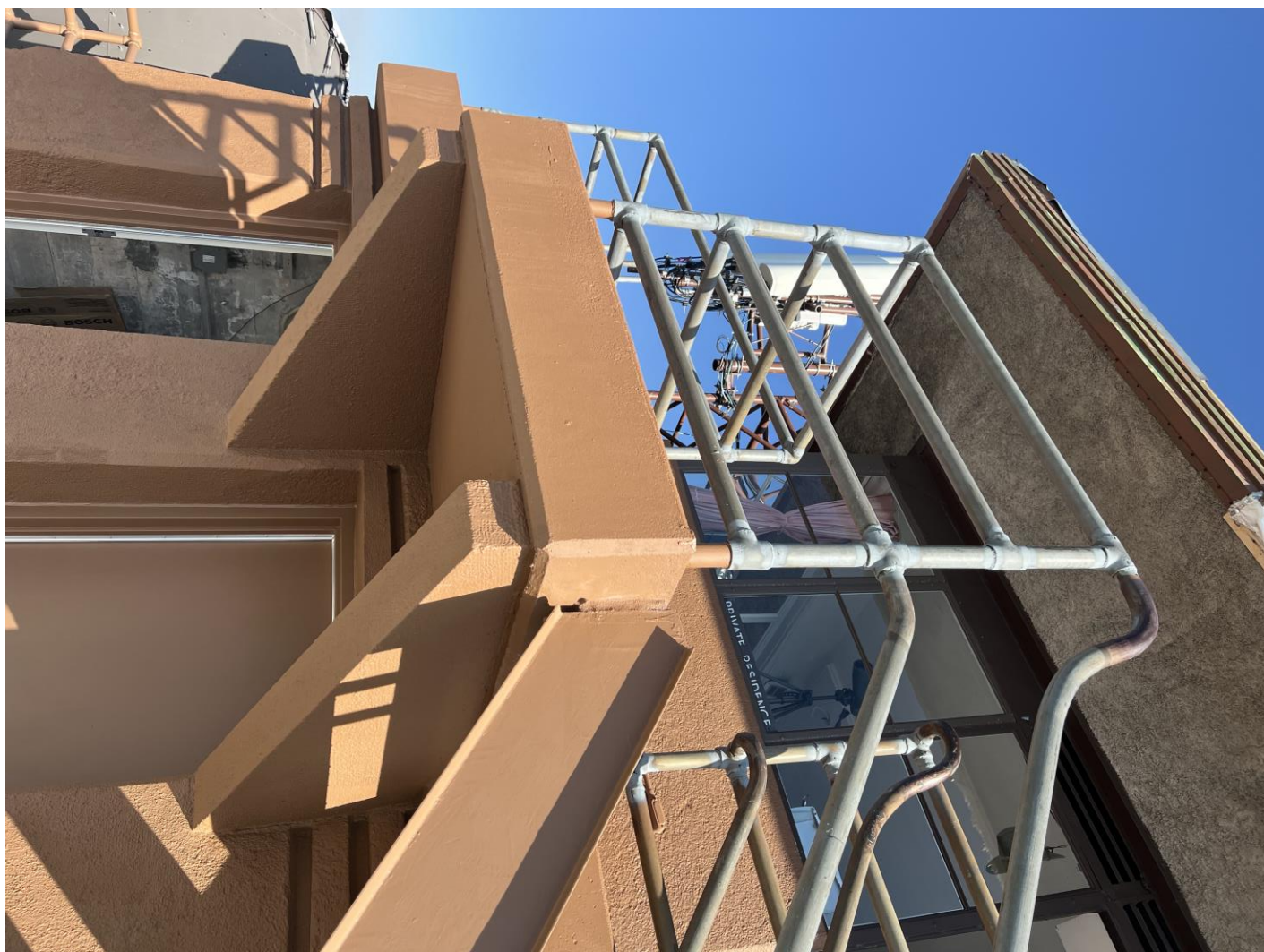


**Figure 12. Eastern wall, post-rehabilitation.**



**Figure 13. Western wall, post-rehabilitation. Note sealed louvers above window to prevent future water intrusion.**





**Figure 14. Staircase and landing between second and third levels, post-rehabilitation.**



**Figure 15. Catwalk tile surface, post-rehabilitation. This surface is a faux tile painted onto sealed concrete designed to better resist water penetration and is outside of the public areas of the lookout.**





**Figure 16. Interior of the women's restroom post-rehabilitation and painted to match original colors.**



**Figure 17. Women's room inner door, post-rehabilitation.**



**Figure 18. Women's room outer door, post-rehabilitation. Metal plate added to bottom in order to protect door from damage caused by marmots chewing.**





**Figure 19. Handrails with spot welds ground off and welded around full circumference in order to prevent water intrusion.**



**Figure 20. Stairway from first level visitor center to second floor observation deck, post-restoration. Missing ceiling boards were outside the scope of Verizon's agreement and NPS carpenter's shop replaced them after the concrete restoration project was complete.**



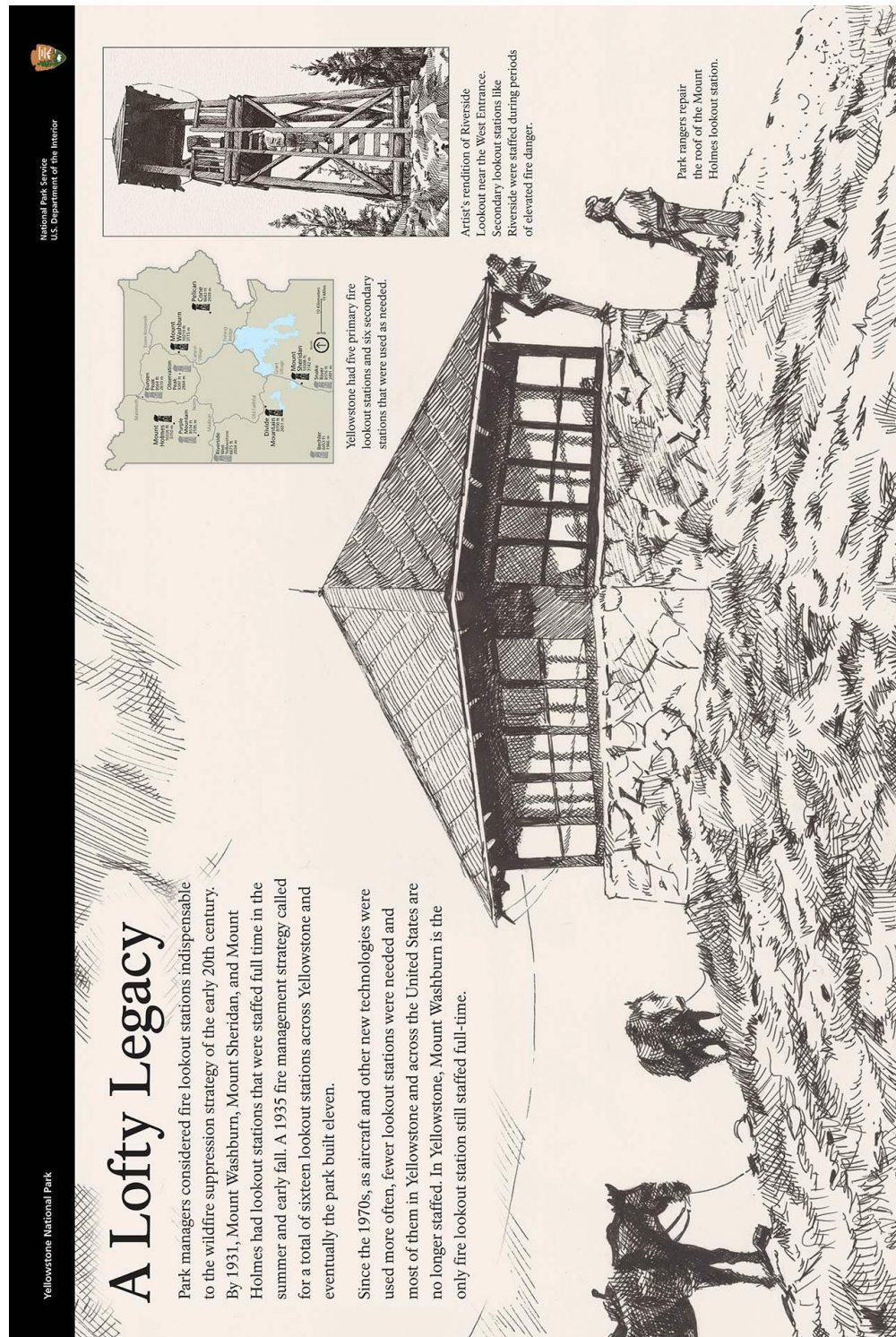


Figure 21. "A Lofty Legacy" interpretive panel design.





Figure 22. "Fire in Yellowstone" interpretive panel design.

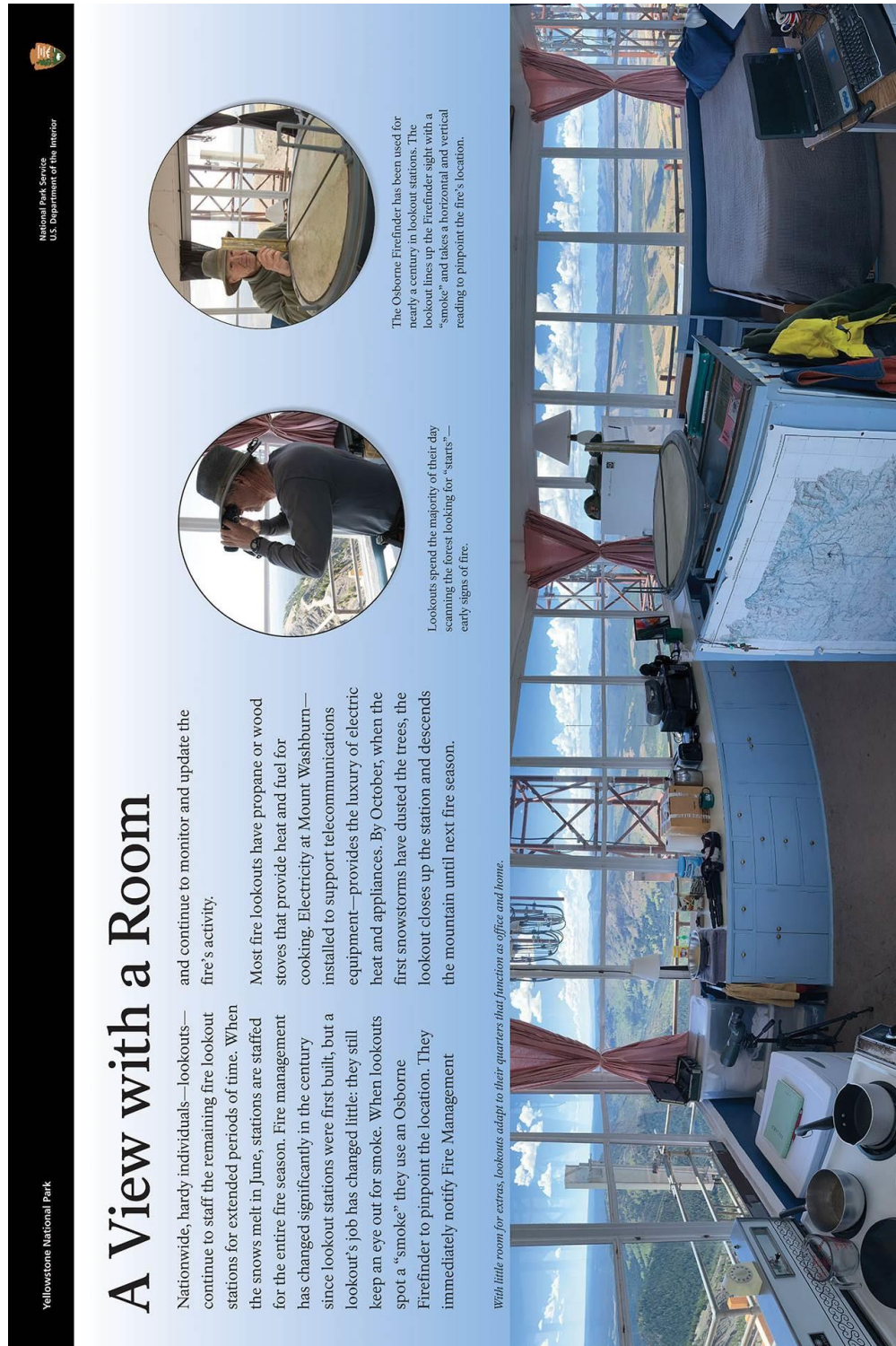


Figure 23. "A View with a Room" interpretive panel design.



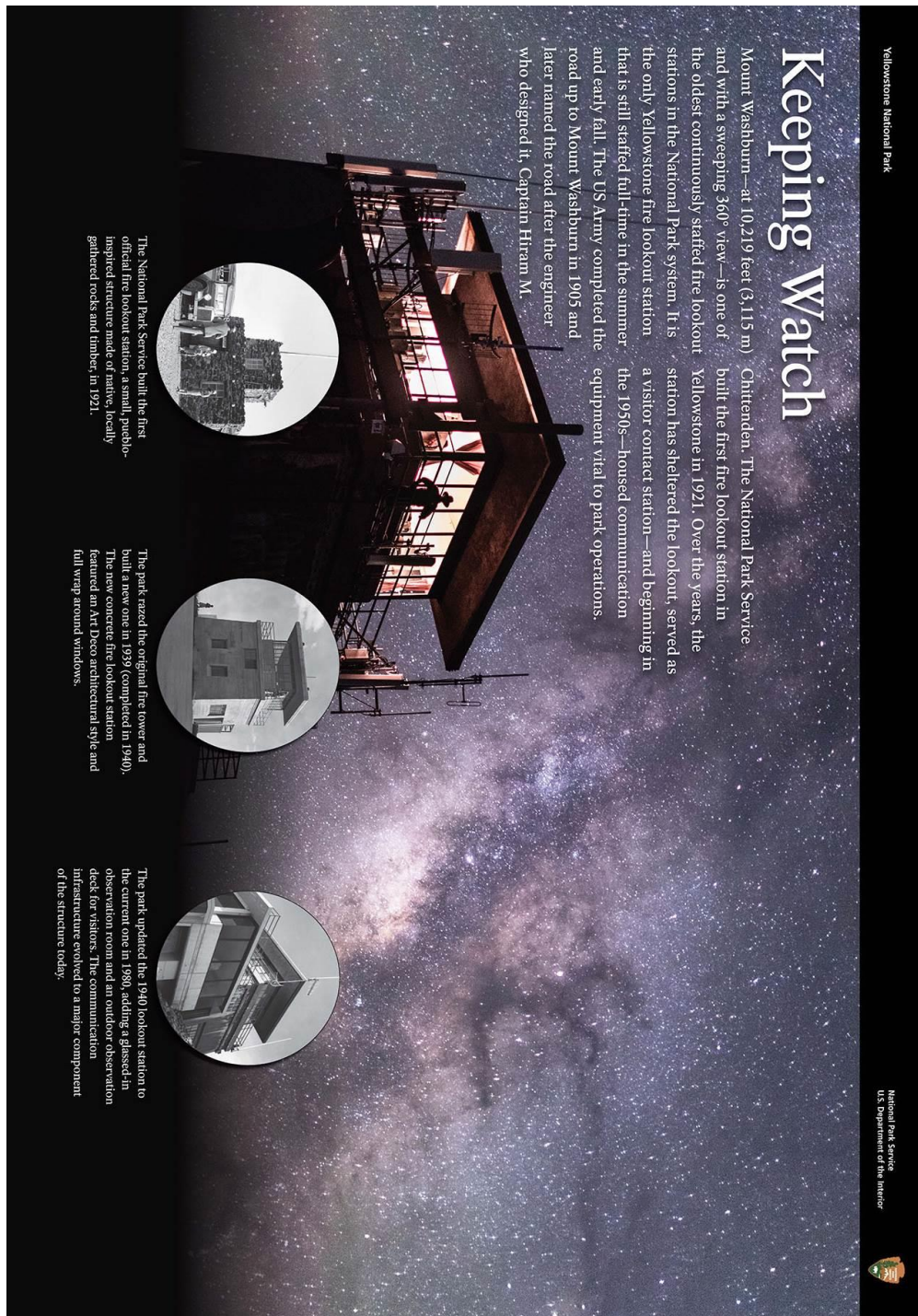


Figure 24. "Keeping Watch" interpretive panel design.



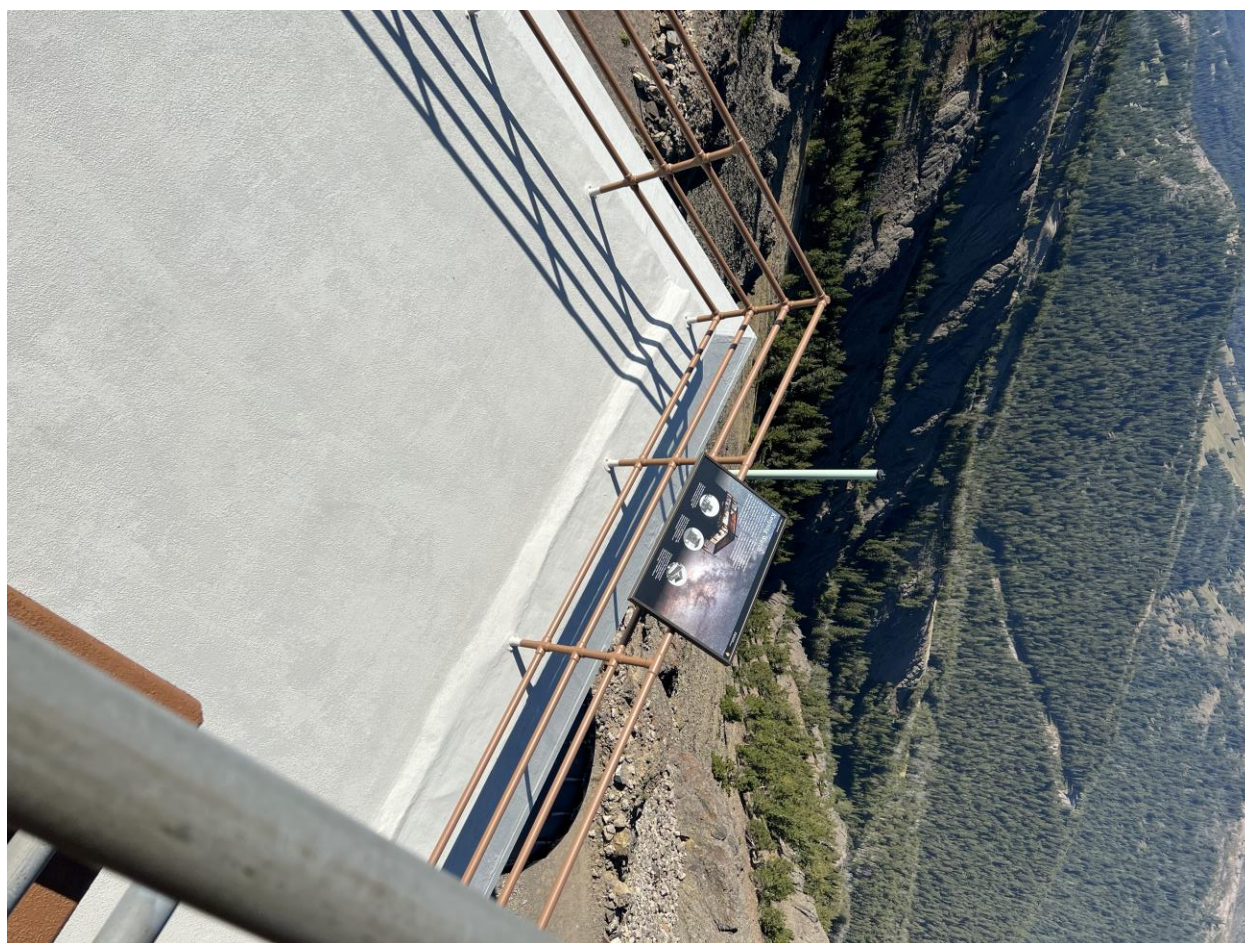
Figure 25. New "Fire in Yellowstone" and "A Lofty Legacy" interpretive panels installed in visitor center.





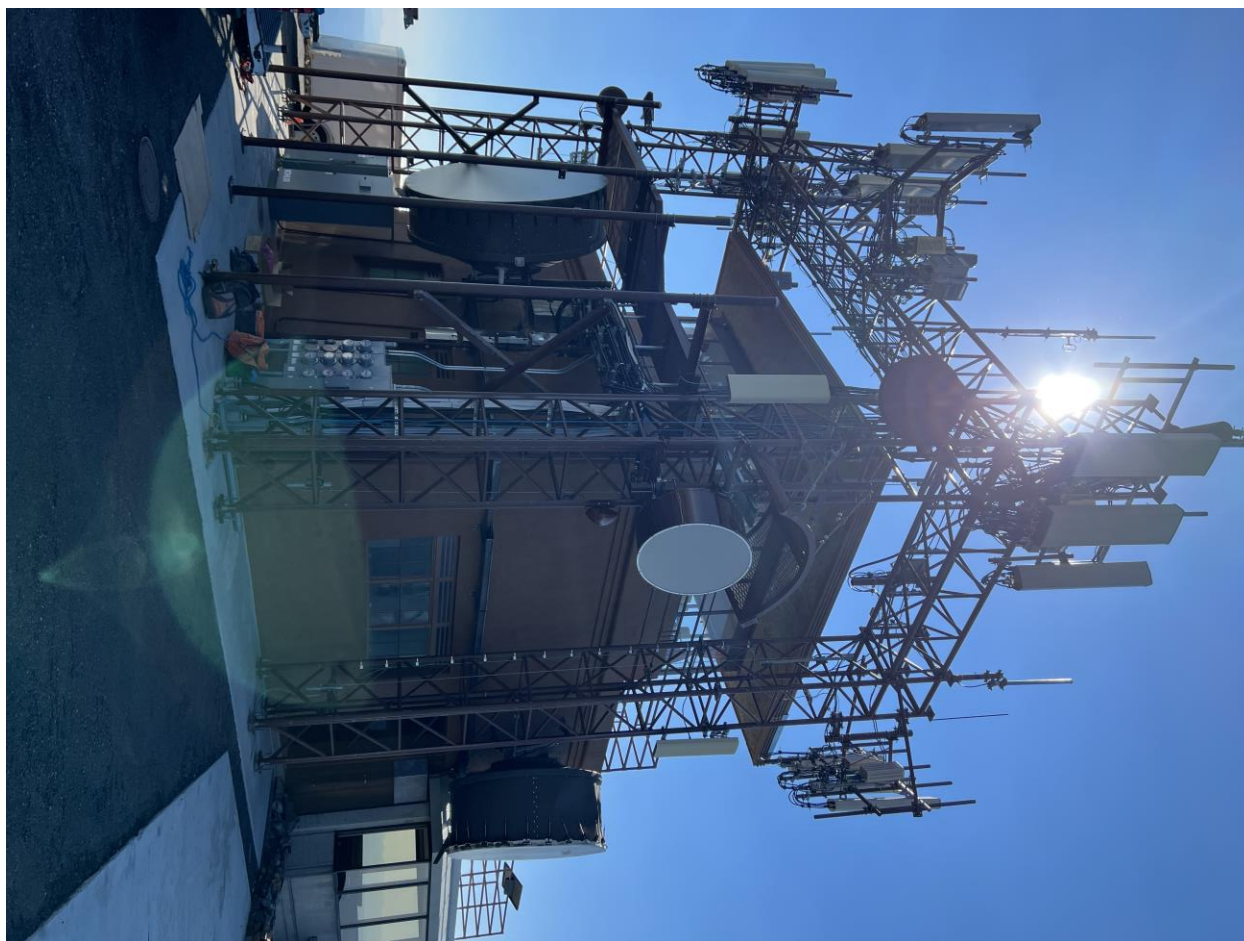
**Figure 26. New "A View with a Room" interpretive panel installed on observation deck railing.**





**Figure 27. New "Keeping Watch" interpretive panel installed on observation deck railing.**





**Figure 28. Northeast view of the building after Verizon antenna structure and concrete restoration project were complete.**



**Figure 29. Northwest view of the building after Verizon antenna structure and concrete restoration project were complete.**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
YELLOWSTONE NATIONAL PARK (NPS)  
AND  
THE WYOMING STATE HISTORIC PRESERVATION OFFICE (WYSHPO),  
REGARDING MITIGATION OF ADVERSE EFFECTS  
RESULTING FROM THE CONSTRUCTION OF TELECOMMUNICATIONS EQUIPMENT ON  
MOUNT WASHBURN**

WHEREAS, the Mount Washburn Fire Lookout, Historic Structure 48YE946, has been determined eligible for listing in the National Register of Historic Places and is significant under Criterion A for its association with the history of the National Park administration during the New Deal Era and under Criterion C as representative of the evolving design of fire lookouts by the National Park Service; and

WHEREAS, the building, originally constructed in 1939, still functions as a staffed fire lookout; and

WHEREAS, the Mount Washburn Fire Lookout has long functioned as the central telecommunications hub within the park due to its accessibility, commercial power, and line of sight relative to developed areas in the park; and

WHEREAS, the Mount Washburn Fire Lookout hosts an interpretive function, with displays and other interpretive materials available for visitors in the adjoining 1980 addition; and

WHEREAS, in 2009 the NPS, in consultation with the WYSHPO and the public, completed a Wireless Telecommunications Plan/Environmental Assessment (EA) and Finding of No Significant Impact, in which the NPS identified the need for Mount Washburn to continue to serve as the primary communications hub for the park; and

WHEREAS, WYSHPO responded to the EA, requesting additional consultation on the design of a telecommunications structure on Mt. Washburn prior to making a determination of effect on any proposed infrastructure installation at Mount Washburn; and

WHEREAS, in 2017, the park continued consultation with WYSHPO and other interested parties, including the public, on a design proposal by Verizon Wireless; and

WHEREAS, the NPS determined that, based on the current proposal to relocate the telecommunications array on Mount Washburn Fire lookout would be an adverse effect and the WYSHPO has concurred; and

WHEREAS, during public notification Mr. Stephen Mishkin of Olympia, Washington and the Public Employees for Environmental Responsibility (PEER) were invited to participate and have participated; and

WHEREAS, the Park and Teton County Certified Local Governments, the Alliance for Historic Wyoming, and the National Trust for Historic Preservation were invited to participate and they have declined; and

WHEREAS, the park has notified the Advisory Council on Historic Preservation (ACHP) according to 36 CFR Part 800.14(a)(1) and the ACHP has elected to not participate; and



NOW, THEREFORE, the NPS, and the WYSHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

NPS will ensure that the following is implemented:

I. STIPULATIONS

- a. Verizon will complete Level III Historic American Building Survey (HABS documentation) of the Mount Washburn Fire Lookout and will be submitted to the Library of Congress. WYSHPO and NPS will review and approve submitted HABS documentation.
- b. The NPS and the Forest Fire Lookout Association (FFLA) will design four new interpretive panels for the viewing deck according to NPS interpretive design standards. The panels will include interpretive material about the history of fire lookouts in Yellowstone National Park and the significance of the Mount Washburn Fire Lookout. The FFLA will contribute research materials on the history and significance of the Mount Washburn Fire Lookout. Verizon will fund the purchase of materials, construction, and installation. WYSHPO and NPS will review and approve interpretive panel design and content.
- c. Verizon will design and execute a rehabilitation project on the Mount Washburn Fire Lookout that is compliant with the Secretary of Interior's Standards for Rehabilitation of Historic Properties. This will include concrete restoration and repair and rehabilitation of the historic metal windows and railings. Verizon will submit construction drawings, a project manual, and a schedule to the NPS for approval prior to commencement of any construction. NPS will provide 30%, 60% and 90% design plans to the WYSHPO for review and comment. WYSHPO will respond within 30 days of receipt of each set of plans.
- d. A final report and as-built specifications will be provided to the WYSHPO and NPS within six months of completion of the rehabilitation project.
- e. The NPS will post a list of all commercial communications equipment currently located on or near the Mount Washburn Fire Lookout at <http://parkplanning.nps.gov/mtwashburn> within six months of the completion of the mounting structure and microwave upgrade.

II. CONFIDENTIALITY OF CULTURAL RESOURCE DATA

To the extent consistent with the National Historic Preservation Act, Section 304, cultural resources data from NPS lands will be treated as confidential by all signatories and not to be released to any party not a signatory to this agreement. Duplication or distribution of cultural resource data from NPS lands by any signatory requires written authorization from the NPS.

### III. DISPUTE RESOLUTION

- a. NPS shall consult with any signatory to this agreement, in accordance with 36 CFR part 800.6 (c) (1), if there is an objection by a signatory in the manner in which the terms of the agreement are implemented.
- b. If NPS determines that the objection cannot be resolved among the involved parties, NPS shall forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR part 800.2 (b) (2). After reviewing the documentation, the ACHP will either:
  - i. Provide NPS with recommendations which NPS can consider in reaching a final decision regarding the dispute; or
  - ii. Notify NPS that it will comment pursuant to 36 CFR part 800.7 (c) (4) with reference to the subject of the dispute.
- c. Any recommendations or comments provided by the ACHP will pertain only to the subject of the dispute. NPS's and other signatories' responsibility to carry out all actions under this agreement that are not the subject of this dispute will remain unchanged.
- d. Nothing in this section shall be construed or interpreted as a waiver of any judicial remedy that would be available to any party to this MOA.

### IV. AMENDMENT

Any parties to this agreement, in accordance with 36 CFR part 800.6 (c) (1), may request that the other parties consider amending it if circumstances change over time and warrant revisions of the stipulations. Any changes, modifications, revisions, or amendments to this agreement which are mutually agreed upon by and between the parties to this agreement shall be incorporated by written amendment and signed by all parties to this agreement.

### V. TERMINATION

- a. Any party to this agreement, in accordance with 36 CFR part 800. (c) (1), may initiate consultation for termination by providing 30 business days' notice to the other parties of their intent. After notification by the initiating party, the remaining parties will have 60 business days to consult to seek agreement on amendments or any other actions that would address the issues and avoid termination.
- b. In the event of termination, NPS will seek ACHP's comment on any remaining adverse effects to historic properties for the project and terms of this agreement.

### VI. SUNSET TERMS

This agreement shall be null and void if the terms are not carried out within five (5) years, unless the signatories agree in writing to an extension for carrying out its terms.

## **General Provisions**

- a. **Entirety of Agreement.** This MOA, consisting of ten (10) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, regarding compliance with Section 106 of the National Historic Preservation Act.
- b. **Prior Approval.** This MOA shall not be binding upon any party unless this MOA has been reduced to writing before performance begins as described under the terms of this MOA, and unless the MOA is approved as to form by the Attorney General or his representative.
- c. **Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
- d. **SOVEREIGN IMMUNITY.** The State of Wyoming and the WYSHPO expressly reserve their sovereign or governmental immunity by entering into this PA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of the MOA.
- e. Each signatory to this MOA shall assume the risk of any liability arising from its own conduct. Each Signatory agrees they are not obligated to insure, defend, or indemnify the other Signatories to this MOA.

Execution of the MOA and implementation of its terms evidence that the NPS has taken into account the effects of the undertaking on historic properties.

**Signatures.** In witness whereof, the parties of this MOA through their duly authorized representatives have executed this MOA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set therein.

The effective date of this MOA is the date of signature by the WYSHPO.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



**MEMORANDUM OF AGREEMENT  
BETWEEN  
YELLOWSTONE NATIONAL PARK (NPS)  
AND  
THE WYOMING STATE HISTORIC PRESERVATION OFFICE (WYSHPO),  
REGARDING MITIGATION OF ADVERSE EFFECTS  
RESULTING FROM THE CONSTRUCTION OF TELECOMMUNICATIONS EQUIPMENT ON  
MOUNT WASHBURN**

**SIGNATURE PAGE FOR THE NATIONAL PARK SERVICE**

Yellowstone National Park

  
\_\_\_\_\_  
Daniel N. Wenk, Superintendent

Date 6/20/2018

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
YELLOWSTONE NATIONAL PARK (NPS)  
AND  
THE WYOMING STATE HISTORIC PRESERVATION OFFICE (WYSHPO),  
REGARDING MITIGATION OF ADVERSE EFFECTS  
RESULTING FROM THE CONSTRUCTION OF TELECOMMUNICATIONS EQUIPMENT ON  
MOUNT WASHBURN**

**SIGNATURE PAGE FOR THE STATE OF WYOMING**

Wyoming State Historic Preservation Office

  
Mary Hopkins, State Historic Preservation Officer

Date 7/2/18

Approval as to Form:  
WYOMING ATTORNEY GENERAL'S OFFICE

  
Tyler M. Renner, Assistant Attorney General

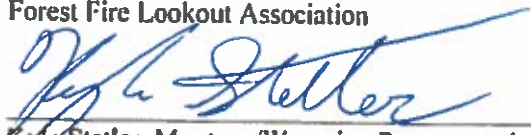
Date 6/5/18

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
YELLOWSTONE NATIONAL PARK (NPS)  
AND  
THE WYOMING STATE HISTORIC PRESERVATION OFFICE (WYSHPO),  
REGARDING MITIGATION OF ADVERSE EFFECTS  
RESULTING FROM THE CONSTRUCTION OF TELECOMMUNICATIONS EQUIPMENT ON  
MOUNT WASHBURN**

**SIGNATURE PAGE FOR THE FOREST FIRE LOOKOUT ASSOCIATION**

Forest Fire Lookout Association



Kyle Steller, Montana/Wyoming Representative

Date

7/6/18

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



**MEMORANDUM OF AGREEMENT  
BETWEEN  
YELLOWSTONE NATIONAL PARK (NPS)  
AND  
THE WYOMING STATE HISTORIC PRESERVATION OFFICE (WYSHPO),  
REGARDING MITIGATION OF ADVERSE EFFECTS  
RESULTING FROM THE CONSTRUCTION OF TELECOMMUNICATIONS EQUIPMENT ON  
MOUNT WASHBURN**

**SIGNATURE PAGE FOR VERIZON**

Wyoming 1 – Park Limited Partnership d/b/a Verizon Wireless.

  
\_\_\_\_\_  
**Steve Levar, Director Network Field Engineering**

Date 7/3/2018

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
YELLOWSTONE NATIONAL PARK (NPS)  
AND  
THE WYOMING STATE HISTORIC PRESERVATION OFFICE (WYSHPO),  
REGARDING MITIGATION OF ADVERSE EFFECTS  
RESULTING FROM THE CONSTRUCTION OF TELECOMMUNICATIONS EQUIPMENT ON  
MOUNT WASHBURN**

**SIGNATURE PAGE FOR STEPHEN MISHKIN**

\_\_\_\_\_  
**Stephen Mishkin**

**Date** \_\_\_\_\_

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
YELLOWSTONE NATIONAL PARK (NPS)  
AND  
THE WYOMING STATE HISTORIC PRESERVATION OFFICE (WYSHPO),  
REGARDING MITIGATION OF ADVERSE EFFECTS  
RESULTING FROM THE CONSTRUCTION OF TELECOMMUNICATIONS EQUIPMENT ON  
MOUNT WASHBURN**

**SIGNATURE PAGE FOR PEER**

Public Employees for Environmental Responsibility (PEER)

  
\_\_\_\_\_  
Jeff Ruch, Executive Director

Date 7/3/18

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**