

SERVICE DATE  
JUN - 2 1995

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

SPOKANE COUNTY, )

Petitioner, )

v. )

BURLINGTON NORTHERN )  
RAILROAD COMPANY, )

Respondent. )

..... )  
SPOKANE COUNTY, )

Petitioner, )

v. )

BURLINGTON NORTHERN )  
RAILROAD COMPANY, )

Respondent. )

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SPOKANE COUNTY, )

Petitioner, )

v. )

BURLINGTON NORTHERN )  
RAILROAD COMPANY, )

Respondent. )

..... )

DOCKET NO. TR-931088

(CLOSURE OF EXISTING  
ARGONNE ROAD RAILROAD  
GRADE CROSSING)

DOCKET TR-931089

(ARGONNE ROAD DETOUR  
TEMPORARY RAILROAD CROSSING)

DOCKET TR-931090

(ALLOCATION OF COSTS)

ORDER APPROVING  
SETTLEMENT AGREEMENT

Spokane County filed three petitions with the Commission relating to closure of the highway/railroad crossing at grade at the intersection of Argonne Road with the tracks of the Burlington Northern Railroad. One petition seeks an order authorizing closure; a second seeks authorization for a temporary crossing for detoured rail and road traffic during

construction of a grade separation; and the third asks the Commission to apportion costs of the project between County and railroad.

The result of the project is a grade separated crossing. It will enable motor and rail traffic to cross at Argonne Road without obstruction by the other, since the road will pass under the Burlington Northern railroad tracks.

The Commission entered an order consolidating the three petitions, as the relevant facts and law are closely related. The Commission completed an appropriate environmental review under the provisions of the State Environmental Policy Act.

On January 20 1995, Spokane County filed a Stipulation to Grade Separation Project and a Cost Apportionment. The stipulation is a written agreement between the railroad and the county. The agreement encompasses the subjects of all three petitions.

The provisions of the agreement may be summarized in brief as follows:<sup>1</sup>

- \* The BN will design, engineer, and construct all track, crossing, signal, and communication work and will provide flagging and protective services, except as noted.
- \* The County will design, engineer, and construct the remainder of the project, including design of the realignment of temporary and permanent tracks, construction of temporary and permanent roadway beds, and installation of sub-ballast.
- \* All work performed on the project will be at the County's expense, although the BN will reimburse the County in the amount of \$1.1 million to be paid in three installments under the terms of the settlement. The County will otherwise reimburse the BN for its work on the project based on billings documenting costs incurred.
- \* The County will reimburse the BN for freight train delays at the rate of \$234.60 per hour, to a maximum of \$200,000. The BN will document freight train delay time, establish written criteria for defining delay for purposes of the agreement, submit billings for delay costs, and cooperate with the Commission Staff efforts to audit train delays at the existing crossing.
- \* The BN will maintain the undercrossing superstructure and the County will maintain the bridge abutments, piers, roadway, facade, drainage facilities, lighting, and so forth.

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<sup>1</sup>This statement is for descriptive purposes only, and the Commission adopts the provisions of the stipulation as elements of its order to govern the conduct of the parties hereunder. The stipulation is attached to this order as Appendix A.

\* The BN will convey to the County all needed rights of way for the project at a price established in the settlement agreement.

\* The settlement agreement addresses indemnification, insurance, and other matters pertaining to the project. When fully executed, it supersedes all prior agreements between the parties relating to the existing crossings. It conditions effectiveness of the agreement upon the Commission entering orders consistent with the agreement.

Respondent has consented to the entry of an order by the Commission without further notice or hearing.

The Commissioners, having reviewed the petitions and the settlement agreement and attachment, and being fully advised in the matter, believe that accepting the settlement, subject to the conditions set forth below, is in the public interest.

ORDER

THE COMMISSION ORDERS That the petitions of Spokane County for authority to close the highway-railroad crossing at grade at Argonne Road; to construct and operate a detour with a temporary railroad crossing during construction of a grade-separated crossing; and to apportion costs between the parties, are granted as specified in the parties' settlement agreement, attached to this Order as Appendix A, subject to the following minimum conditions upon construction of the temporary crossing:

1. The temporary crossing shall be planked or hard surfaced between the rails and for a distance of at least one foot outside each rail for the full width of the travelled roadway, including the shoulders. The surface of the roadway and the top of the rails shall be the same elevation.

2. A 25-foot level (zero per cent.) highway grade shall be provided at the crossing crown on each side of the centerline of the railway at the crossing.

3. The grade of highway approaches to the crown of the roadway at the crossing shall not exceed 5 per cent.

4. Cantilever-mounted automatic flashing light signals, back-to-back, with 12" lenses protecting each lane of traffic, together with shoulder-mounted flashing light signals, back-to-back, with 12" lenses, both operated by train activated devices, shall be installed in the right approach quadrant on each side of the crossing in accordance with the U.S. Department of Transportation Manual on Uniform Traffic Control Devices, Part VIII- "Traffic Control Systems for Railroad-Highway Grade Crossings".

5. Automatic gates shall be installed in the right approach quadrant on each side of the crossing.

6. Installation of signals and gates shall be performed by the respondent.

7. Reflectorized advance warning signs shall be installed in the right approach quadrant on each side of the crossing in accordance with installation practices prescribed in the Washington State Manual for Signing and the U.S. Department of Transportation Manual on Uniform Traffic Control Devices.

8. Standard reflectorized crossbuck signs shall be installed 15 feet from the outside rail in the right approach quadrant on each side of the crossing.

9. All devices shall be erected in such manner as to provide required clearances for both rail and vehicular traffic.

10. The crossing and signals shall be constructed in accordance with all specifications accompanying the petition filed in this matter.

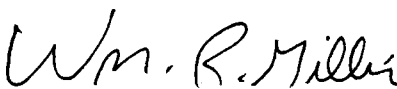
11. Upon completing the installation, petitioner shall report the completion to the Commission. Acceptance of the installation is subject to a compliance inspection and report by the Commission Staff verifying that the installation and operation of the signals are in full compliance with law and regulation and the conditions specified herein.

DATED at Olympia, Washington, and effective this *2nd* day of June, 1995.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION



SHARON L. NELSON, Chairman



WILLIAM R. GILLS, Commissioner

NOTICE TO PARTIES:

This is a final order of the Commission. In addition to judicial review, administrative relief may be available through a petition for reconsideration, filed within 10 days of the service of this order pursuant to RCW 34.05.470 and WAC 480-09-810, or a petition for rehearing pursuant to RCW 80.04.200 and WAC 480-09-820(1).