BA LITIGATION SERVICES

2200 Sixth Avenue, Suite 425, Seattle, WA 98121 • 206.389.9321 • Toll Free: 855.329.0919
2208 North 30th Street, Suite 202, Tacoma, WA 98403 • 253.627.6401 • Toll Fee: 800.649.2034

ONE-WEEK TRANSCRIPT TURNAROUND
Digital Transcripts • Internet Realtime • HD Legal Video • Picture-in-Picture Depositions
Remote Depositions • Designation Editing • Nationwide Scheduling • HD Videoconferencing

Transcript of Proceedings

August 04, 2025

TR-220540 Wenatchee

TR-220540

Thank you for choosing BA Litigation Services for your court reporting, legal video, and deposition technology needs. It is always our goal to provide you with exceptional service. If there is anything we can do to assist you, please don't hesitate to let us know.

Sarah Fitzgibbon, CCR
Vice President

NATIONAL COURT REPORTERS ASSOCIATION
ETHICS FIRST
FIRM

The Premier Advantage™
PDF transcript bundle contains:

- Full-size and condensed transcripts
- Printable word index
- Hyperlinked selectable word index
- Embedded printable exhibit scans
- Hyperlinked selectable exhibit viewing
- Common file formats: txt, lef, mdb accessed via *paperclip* icon

BEFORE THE WASHINGTON

UTILITIES AND TRANSPORTATION COMMISSION

In re: CITY OF WENATCHEE, Petitioner, vs. BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY, Respondent.	DOCKET NO. TR-220540

Second Prehearing Conference

BIJAN HUGHES, Administrative Law Judge

Taken Via Zoom Videoconference

9:30-9:57 AM

DATE: August 4, 2025

REPORTED BY: Lori K. Haworth, RPR
License No.: 2958

A P P E A R A N C E S

For Staff: JEFF ROBERSON
Senior Assistant Attorney General
Utilities and Transportation Division
P.O. Box 40128
Olympia, Washington 98504-0128
360.810.0509
jeff.roberson@atg.wa.gov

For the City of Wenatchee: STEVE SMITH
Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, Washington 98801-2600
509.662.3551
steve@dadkp.com

For BNSF Railway Company: CHRISTOPHER EMCH
Foster Garvey PC
1111 3rd Avenue
Suite 3000
Seattle, Washington 98101-3296
206.447.8904
chris.emch@foster.com

State Agency Members: RYAN SMITH (UTC)
CORTNEY WAGNER (UTC)
BETTY YOUNG (UTC)
CHARLIE INMAN (UTC)

Also Present: RYAN HARMON, PE
CASSANDRA JONES, AAG
LISA GAFKEN, AAG

JUDGE HUGHES: Let's go on the record.

Good morning. We are here today for a prehearing conference, the second one in Docket TR-220540. This case is captioned "City of Wenatchee, Petitioner, versus Burlington Northern Santa Fe Railway Company, Respondent. My name is Bijan Hughes, I am an administrative law judge with the commission, and I will be presiding over this conference.

This is a case which involves a petition to modify highway rail grade crossing warning devices at the City of Wenatchee's 9th Street crossing. The petition was -- just so you will know the procedural history. The petition was originally filed slightly over three years ago, on July 15, 2022, and was set for a hearing. The parties went through discovery through the Spring of 2023. And about two years ago, on July 31, 2023, the previous ALJ was informed that we just need to work through a maintenance agreement and then should be in a position to resolve the case. The ALJ requested an update by September 1, 2023.

On September 11, 2023, an update was provided that the City and BNSF tentatively agreed to a design change and yet need to work through a construction and maintenance agreement. The ALJ then assigned to the case requested an update by October 1, 2023. No update

was given.

On January 29, 2025, another ALJ, myself, was assigned to this matter and requested an update. The ALJ was informed that the parties had reached an agreement and an update would be coming in the next couple of weeks.

On May 29, 2025, the presiding officer again requested an update and was again informed that an agreement had been made and steps were being taken for final approval. So.

As a result of this history, I think we are going to begin today's hearing discussing the standard for default as well as the standard for practicing in front of the commission. But before we do that, I like to first state appearances, so please spell your name for the court reporter, and we are going to begin with staff.

(Pause in proceedings.)

JEFF ROBERSON: It wouldn't be a Zoom meeting if I didn't do it at least twice.

Good morning. My name is Jeff Roberson, R-o-b-e-r-s-o-n. I am an AAG representing staff. And with me today is staff's rail safety transportation manager, Betty Young.

JUDGE HUGHES: All right. The City of

Wenatchee.

STEVE SMITH: Good morning, your Honor. This is Steve Smith. I am the attorney for the City of Wenatchee, and my last name is spelled S-m-i-t-h.

CHRISTOPHER EMCH: And your Honor, my name is Chris Emch, full first name "Christopher," C-h-r-i-s-t-o-p-h-e-r. Last name is E-m-c-h. And I am here for BNSF Railway Company, the respondent.

JUDGE HUGHES: Very good. I assume, you know, public counsel, no hat in here.

JEFF ROBERSON: (Shook head.)

JUDGE HUGHES: Okay. And I don't see any other organizations. Okay. I am going to start with staff. What is the standard for a motion of default, and why or why not would that be appropriate here?

JEFF ROBERSON: Under the ABA and the commission's rules, a default is appropriate when a party fails to appear at the place and time designated for a hearing. I am not certain that that would apply here. There are rules, RPCs, governing diligence and the advancing of litigation which I think the parties can speak to more than staff.

I don't know that staff necessarily seeks a default. Staff's interest in this matter was largely in the associated federal suit which was a challenge to the

grade crossing statute, the maintenance statute. Once that was dealt with by the Eastern District, I think the parties were going to, in accordance with RCW 81.53.261, enter a separate agreement to govern maintenance. As I understand it, they have done that. Staff is not a party to that agreement. That will be something between the Railroad and the City. And I think they could probably tell you where they are with that and what they plan on doing to move this matter forward.

JUDGE HUGHES: Very good. And it's your understanding just not showing up to the hearing is the only way to get to default, not a failure to participate?

JEFF ROBERSON: Under the commission's rules, I believe that is the specified reason for a default.

JUDGE HUGHES: Very good. Thank you, Mr. Roberson.

Turning to Wenatchee. Can you please explain the delays in the previous representations made to the commission.

STEVE SMITH: Sure. Thank you, your Honor.

Yeah. I am a little surprised it's gone on

this long, even now when I look back at the schedule, but we did have some side litigation that had to be dealt with in federal court. And then once that was resolved, the parties were able to then work on the specifications for a redesign of the intersection, which they were able to do. And then they entered into a construction and maintenance agreement. Took a while to work that out. Part of that issue there was resolved in that litigation in federal court. But that has now been worked out. And then the City also needed an easement to go across the railroad right-of-way, and so that's been resolved, as well.

So really, all the issues have been resolved as far as the City is concerned, I think. It's just a matter of getting this UTC case resolved. And as I understand, at this point we simply need to have BNSF withdraw its request for a hearing. So that's -- I think that's where we are at today.

JUDGE HUGHES: Just so I am clear. There is an agreement that resolved this adjudication, and that wasn't presented to the presiding officer prior to it being signed?

STEVE SMITH: I don't think it's necessarily a settlement agreement of this case, your Honor, but the parties have entered into a construction

and maintenance agreement as to how the long-term maintenance of this crossing would be handled.

JUDGE HUGHES: Okay. But if that doesn't resolve the issues in the case, why was I waiting for it?

STEVE SMITH: Yeah. I guess I -- I think there may be a misunderstanding, your Honor, as to what we needed to do to get this brought to a final conclusion.

JUDGE HUGHES: Very good.

JEFF ROBERSON: Judge Hughes, if I may? RCW 81.53.261 is the statute governing the modification of the warning devices at a crossing. There is a proviso in there that says nothing in this section restricts the rights of the parties to enter into a separate agreement addressing the maintenance issue. I don't know that the commission has ever interpreted that to be the kind of settlement that would need to be presented to the commission. It's more of a -- it's just a matter of independent contract.

JUDGE HUGHES: I suppose my understanding was, is, like the second a hearing is noted, it is an adjudication. And for any adjudication that's resolved, there is -- well, there is exit ramps, and one of those is settlement agreement. But that's fair. I suppose I

didn't realize it was a separate statute in play here.

So motions to withdraw, though, kind of very similarly bring up the settlement agreement. My understanding is, in order to grant the motion to withdraw, I have to review really -- yeah, the settlement agreement or other agreement pursuant to which the party seeking withdrawal has to be provided under 480-07-380(3). So.

BNSF, are you anticipating making such a motion?

CHRISTOPHER EMCH: Yes, your Honor. We are happy to do whatever the appropriate mechanism is.

I just wanted to add for the record. I apologize to the Court to the extent of it's created consternation on your end. That certainly was not the intent of anybody.

And I think, in terms of explanation of how we got here, it was a circumstance where counsel when we had a contested litigation, we were working closely with each other in that matter. And once it moved into resolution mode, the outside lawyers were essentially sidelined. And I think that was a positive because the City and BNSF were able to work directly together and, I think, officially, and so that resolution, the agreement just described, was actually not something that outside

counsel were involved with. It wasn't really a litigation mechanism. They were working on trying to get a reasonable compromise regarding the maintenance agreement and all the different mechanics of that, and that was something that outside counsel wasn't involved with. And so unlike a regular, say, settlement in litigation, your Honor, where we are like, okay, the lawyers are settling, we know the terms, the time lines, things like that, there was just -- because we were trying to keep costs down on our side, we -- at least me -- didn't fully appreciate all the different moving parts going on, on the business side, and so there was some uncertainty when -- when there was a, "Hey," reach out. "What's going on?" We were trying to exactly just determine, "Hey, is the overall roadway project, is that, itself, moving forward? So this smaller piece, is this necessary?"

What the posture was, in addition, your Honor, and I know this is probably not to your satisfaction, but there -- it just happens sometimes with these matters. On some of the layers that needed to be addressed that Mr. Smith talked about, is, there is just some natural turnover, and almost everyone involved in this project, when it was in litigation mode, is different.

The person who was negotiating originally with the City, the BNSF local businessperson, moved on to another opportunity out-of-state, and so the person who was negotiating that and had come to an agreement is no longer there, and so there is some disconnect. There is an entirely new person who didn't have the history.

In addition, the company level, because of course these kind of things need layers of approval, there was turnover of those folks too, so the people I was dealing with -- for example, when you pinged folks again in May, it was trying to reconstruct just the decisionmaking process and the approval process because there was entirely new faces.

In addition, your Honor -- and probably more than you want to hear, but just for the record -- all the other attorneys at my firm who were on that email -- and I am chagrin you had to sent send that email -- they have had nothing to do with the case. And my assistant on there has not been at the firm for a year, so you probably got a bounceback. She is someone else that helps, you know, with reminders and daily things. I have had temporary assistants for some time. I had a replacement. And without divulging any personal information, there was an incident, unfortunate incident, an accident with that individual, and I have

had no assistant for two weeks. And it's summertime, and so we are very thinly staffed.

So that's not -- that's not an excuse, but it's an explanation about why we were trying to close the loop. And I had reached out and talked to Mr. Smith and Mr. Roberson last week to try to get closure on this, and there were some open issues there, and then we got your email, so. Again, sincere apologies about that. It was not the intention, of ending up where we are and -- but we are prepared to move forward and get this process on-track to resolution.

JUDGE HUGHES: Great. I appreciate that, counsel. I wasn't trying to spook you too much. But we had several of these matters that have ended up in a very similar posture. And never again, right? So. Very good.

Okay. So we have gone through discovery. There is a settlement agreement that may or may not require looking through. And BNSF is looking to withdraw. Does that sound accurate to everybody of where we are?

CHRISTOPHER EMCH: That is accurate, your Honor. I just -- I was, obviously, on the phone, with intensity, since we got your email, just to make sure I understood the current lay of the land, as well. And I

was able to confirm on our end, as well, what Mr. Smith represented. The project's moving forward. The parties had agreed to the terms. Everyone, as I understand, are happy.

I did -- and just immediately before this call, I was preparing a potential withdrawal motion. I just quickly had put settlement in there. But as Mr. Smith noted, it actually is -- it is actually -- and Mr. Roberson. The -- it's actually a maintenance agreement. It's not really described as a settlement agreement. So I guess we will just have to revisit what the right terminology is.

But in terms of withdrawing the request for an adjudicative hearing, absolutely, with, you know, the usual provision, to the extent the UTC does have to approve it and it didn't go -- it wasn't approved, then I think the default, under the regulations, is that then the parties would still have the right to an adjudicative proceeding, but of course no one wants that, and we anticipate it being resolved through this process we have described.

JUDGE HUGHES: Okay. That all sounds good. I will point out, WAC 480-07-730, that gets into the different definitions of settlement that the commission uses, which may or may not be helpful in

drafting your motion. So it does feel silly, I suppose, to say "hearing." At this point, though, it is a prehearing conference.

Okay. How long do you need for a motion to withdraw?

CHRISTOPHER EMCH: Well, like I said, I just propose just a notice of withdrawal, but I am understanding maybe that it needs to be a little more robust than that, so I would -- I could repurpose this and send it to the respective counsel here. They could take a look at it. I would need to run it up the flagpole, and, like I said, I -- you know. I would like to get it filed this -- you know, in the next few days this week, but maybe, just to be on the safe side, give us to like next Friday or something.

JUDGE HUGHES: Okay. Yeah. Let's set the 15th. I will give you a chance to talk with the parties, and then, that way, we can do it at once.

I will point out -- maybe too much information -- my wife is expecting on the 20th, so plus or minus seven days, so I may or may not be here, because that's -- that was the real motivator. I didn't want a fourth ALJ because that would be ridiculous. So. I will never -- so please try to get that done as quickly as you can. But let's set the date for the

15th. It is summer. I understand everything is a little slower. It's the heat. And I will -- I will try to turn that around. And/or it might have to wait a month for me to come back. But I think, at this point, no one is too worried about that.

Okay. So I am not going to go through the boilerplate for prehearing conferences because I don't think any of you need to hear that, and it doesn't sound like we want to hear it, so skipping all of that.

Okay. Does that seem like a roadmap? Staff, any issues?

JEFF ROBERSON: (Shakes head.)

JUDGE HUGHES: No?

Mr. Smith, are you good with that plan?

STEVE SMITH: Yeah, I am good with that plan. I guess I'll just like to understand what we are going to do. So can we just stipulate to an order and submit it, your Honor, or do we have to note that for some kind of a hearing, or what do you anticipate?

JUDGE HUGHES: Oh. Fair question. I can rule on the papers for that motion. If you stipulate, that obviously makes it easier to grant.

There is -- I mean, I can't say I automatically will grant it because there is that asterisk of, the commission has got to look at it, but yeah. A motion on

the papers. And then if you don't intend to respond, you can so say that it is not opposed, and then I will issue a dispositive order, depending on the posture. I think, if you are looking at a dismissal -- we have a few different words for dispositive motions that I have never quite jumped into, but I think it goes away as the -- yeah.

STEVE SMITH: Yeah, I guess I get a little confused, because we actually have -- the BNSF didn't waive its right to a hearing. So I think that's really what we are talking about. But then there is also the ultimate issue of approving the City's petition for this change in crossing. So I --

JUDGE HUGHES: Oh.

STEVE SMITH: So we are really talking about, I guess, having BNSF waive its right to a hearing.

JUDGE HUGHES: Right, but a motion to withdraw has to include the settlement that's causing -- like, causing the withdrawal, so I have to review that, in granting the withdrawal. So then that leaves us with your petition for the grade crossing, which, I believe, if it's not challenged, we can do that on the papers?

STEVE SMITH: (Nodded.)

JUDGE HUGHES: Yeah? So I will -- I mean,

that probably gets set for open meeting, then. I would assume that would be the cleanest process, because like we only really have to put on the adjudication hat when there is an actual conflict, so that we can preserve the record for appeal. So once he is dismissed, I believe staff will take it up to meeting and it will be -- go through that process. Will I have to answer a question from the chair? We're not -- I am not -- I am not sure. Not my -- I don't do the open meetings.

CHRISTOPHER EMCH: Your Honor, I guess I'm a little -- thank you for that clarification. I guess I am still a little confused, as well. I am happy to work out with Mr. Roberson and Mr. Smith what the stipulation would look like, but. And Mr. Roberson was helpful last week when I was just trying to confirm, hey, it's like we never really requested a hearing. We just responded. But he explained that because we didn't check the waiver, we technically requested one, so. I understand that clarification, but. If this goes through an open meeting process, you preside over it, as well as the commission? Is that -- okay.

JUDGE HUGHES: No, no, no. Okay. I have confused things.

So let's just walk through the WACs. So 480-07-380(3). That is the motion to withdraw. So

because it's an adjudication -- and I assume adjudication because we have set it for a hearing and there is two parties in the dispute. If one party would like to leave because there has been some settlement, 480-07-380 gives you the mechanism to do that.

If you are no longer disputing it, it is -- looks less like an adjudication because there are not two parties in dispute, in which case it's just the City of Wenatchee asking to do something, and the commission -- the commissioners can just see that through. And the statute, I believe, probably has a requirement for a hearing. I haven't read it in a while. But it should be satisfied by the open meeting. But what we are talking about here is getting you out of it so there is not two parties in dispute. And as part of that, separate from the settlement submission process, which is like a separate WAC, if you want to withdraw and there is a settlement that's causing you to withdraw, you're supposed to submit that with your withdrawal, per the rules.

CHRISTOPHER EMCH: Okay. Thank you, your Honor.

Just one follow-up question. So if we withdraw -- I mean, my understanding, again, everyone is on the same page, and I think that's a large positive

is, everyone came together on this, but. My understanding -- I mean, we would want -- if we completely withdraw -- like the agreement, I think, is our letterhead and -- or, you know, it's on a BNSF document. Would we be on the seat of the table to answer questions or are you saying we are completely out, we can't even sit at the table when they are discussing this settlement? Because it seems like we'd want some presence just to participate in the review on approval process, and --

JUDGE HUGHES: Okay. This does come out of motions practice. So one way to resolve is for you to withdraw as a party. Another way is under Subpart D of our 480-07 chapter, there is 480-07-730 and 480-07-740, which would be a process in which the State has an adjudication, and the settlement agreement is submitted to me, we don't go to open meeting, and I review it, then I approve it, and that results in the adjudication.

Jeff, please jump in if I am misstating anything.

JEFF ROBERSON: No. I guess my question is, if they do file -- if BNSF files a motion to withdraw, theoretically you wouldn't need a full settlement, right? They could just submit the

maintenance agreement, and that would be sufficient to show good cause to allow them to withdraw, versus if you want a full settlement, we would have to memorialize some kind of settlement. The maintenance agreement would certainly be attached as an exhibit. So I guess it's just a question of how much extra work the parties want to do.

JUDGE HUGHES: Right. It's a motion practice. I can't -- I can't advise you on which direction to go. But those seem like the two procedural paths to go, as far as I can tell.

CHRISTOPHER EMCH: All right. I appreciate that. And I will take a closer look at that. We want, at this point, certainly the path -- the path that's most efficient for everybody.

But in the withdrawal scenario, though, we submit it, and then it's just sort of a thumbs up or a thumbs down decision. It's -- I guess the question is, if -- in the withdrawal scenario, if we were to say, "Hey, look, we are completely out," and then there is some kind of issues with particular provisions or pushback or something and we don't have a seat at the table just to discuss it, it seems like our client would probably go, "Hey, you know, since we are one of the parties to the agreement, we would at least want to be

involved in that discussion." But you are saying if we submit it, we withdraw and submit it, it's sort of a thumbs up, thumbs down. And if it's thumbs down, then it would go back into the adjudicative proceeding or -- I mean.

JUDGE HUGHES: Yeah. So if I were to reject the settlement, the AH just goes back to its original posture, which would be, we'd set a hearing, a trial. Have a hearing date.

JEFF ROBERSON: And, your Honor, 480-07-380, then it does not go to an open public meeting?

JUDGE HUGHES: No, because the open meeting is different than adjudications. Like they are both administrative processes, but the AP- -- the adjudication is more formal and cleaner to appeal, and it's much like the, you know, petitions to review or -- all the post order mechanisms are kind of at your access and -- under an APA proceeding. So if there was a, I don't know, motion to amend the settlement agreement or something, or try to enforce a provision, then yeah. Depending on how we resolve this, that would affect that, presumably.

CHRISTOPHER EMCH: And those -- those rights would be more available under the 7- -- the

07-730 or 740 provision?

JUDGE HUGHES: Jeff?

JEFF ROBERSON: There is one hang-up here, which is, as...I have forgotten. Grade crossing petitions, the commission has delegated authority, I think, to the executive director. They don't go through the open meeting. So. It would just be a decision based solely on the petition.

JUDGE HUGHES: Oh, okay.

CHRISTOPHER EMCH: The only wrinkle there, though, is, I think the -- Steve, or Mr. Smith, you can correct me if I am wrong. Didn't -- wasn't there a compromise on exactly what -- the cross- -- the crossing mechanisms and gates and things compared to the original petition? Hasn't there been some kind of alteration pursuant to that agreement or no?

STEVE SMITH: Well, yeah. I think they did negotiate a resolution to the design of the crossing, and that's incorporated in to the construction maintenance agreement.

JEFF ROBERSON: Judge Hughes, it may be fruitful for me to talk to the parties. I don't know that we need to do this on the record. But there may be a third option which solves many of these problems.

JUDGE HUGHES: Very good. So why don't we

conclude with -- at this time. We are still not doing a hearing. It's still an option up until you guys choose which path you want to go through. But I agree with Mr. Roberson. You can all do that offline. Is that something that we benefit for, a recess, or should we just wrap up today, and you all can email me by next Friday whatever it is you're going to file?

CHRISTOPHER EMCH: I would say we could do that, your Honor.

JUDGE HUGHES: Do that? Okay.

Okay. Well, if there are no other issues -- please wave your hand if there is one.

Seeing no hand waves, I think we are going to go off the record. We are going to be adjourned for today.

(Proceedings ended at 9:57 AM.)

C E R T I F I C A T E

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

I, the undersigned Washington Certified Court Reporter, pursuant to RCW 5.28.010, authorized to administer oaths and affirmations in and for the State of Washington, do hereby certify: That the foregoing proceedings was taken stenographically before me and reduced to a typed format under my direction;

That I am not a relative or employee of any attorney or counsel or participant and that I am not financially or otherwise interested in the action or the outcome herein;

That the proceedings, as transcribed, is a full, true and correct transcript and said transcript was prepared pursuant to the Washington Administrative Code 308-14-135 preparation guidelines;

/s/LORI K. HAWORTH, CCR
State of Washington CCR #2958
My CCR certification expires on 07/17/26

0

07-730 36:1

1

1 17:20,25
11 17:21
15 17:14
15th 28:17 29:1

2

2022 17:14
2023 17:16,17,20,21,25
2025 18:2,7
20th 28:20
29 18:2,7

3

31 17:17

4

480-07 33:14
480-07-380 32:5 35:11
480-07-380(3) 23:8 31:25
480-07-730 27:23 33:14
480-07-740 33:15

7

7- 35:25
740 36:1

8

81.53.261 20:3 22:12

9

9:57 37:16
9th 17:11

A

AAG 18:22
ABA 19:16
absolutely 27:14
access 35:18
accident 25:25
accordance 20:3
accurate 26:20,22
actual 31:4
add 23:13
addition 24:18 25:7,14
addressed 24:22
addressing 22:16
adjourned 37:14
adjudication 21:20 22:23 31:3 32:1,2,7 33:16,19 35:16
adjudications 35:14
adjudicative 27:14,19 35:4
administrative 17:7 35:15
advancing 19:21
advise 34:9
affect 35:22
agree 37:3
agreed 17:22 27:3
agreement 17:18,24 18:5,9 20:4,6 21:7,20,24 22:1,16,25 23:3,6,24 24:4 25:4 26:18 27:10,11 33:3,16 34:1,4,25 35:20 36:16,20
ALJ 17:17,19,24 18:2,4 28:23
alteration 36:15
amend 35:20
And/or 29:3
anticipate 27:20 29:19
anticipating 23:9
AP- 35:15
APA 35:19
apologies 26:8
apologize 23:14
appeal 31:5 35:16
appearances 18:15
apply 19:19
approval 18:10 25:8,12 33:10
approve 27:16 33:18
approved 27:16
approving 30:12
as...i 36:4
assigned 17:24 18:3
assistant 25:18 26:1
assistants 25:22
assume 19:9 31:2 32:1
asterisk 29:24
attached 34:5
attorney 19:3
attorneys 25:16
authority 36:5
automatically 29:23

B

back 21:1 29:4 35:4,7
based 36:8
begin 18:12,16
benefit 37:5
Betty 18:24
Bijan 17:6
BNSF 17:22 19:8 21:16 23:9,23 25:2 26:19 30:9,16 33:4,23
boilerplate 29:7
bounceback 25:20
bring 23:3
brought 22:8
Burlington 17:5
business 24:12
businessperson 25:2

C

C-H-R-I-S-T-O-P-H-E-R 19:7
call 27:5
captioned 17:4
case 17:4,9,19,25 21:15,24 22:4 25:18 32:8
causing 30:19,20 32:18
chagrin 25:17
chair 31:8
challenge 19:25
challenged 30:23
chance 28:17
change 17:23 30:13
chapter 33:14
check 31:17
choose 37:2
Chris 19:6
Christopher 19:5,6 23:11 26:22 28:6 31:10 32:21 34:12 35:24 36:10 37:8
circumstance 23:18
City 17:4,11,22 18:25 19:3 20:7 21:10,14 23:23 25:2 32:8
City's 30:12
clarification 31:11,19
cleaner 35:16
cleanest 31:2
clear 21:19
client 34:23
close 26:4
closely 23:19
closer 34:13
closure 26:6
commission 17:7 18:14 20:21 22:17,19 27:25 29:25 31:21 32:10 36:5
commission's 19:17 20:14
commissioners 32:10
company 17:6 19:8 25:7
compared 36:14
completely 33:3,6 34:20
compromise 24:3 36:13
concerned 21:14
conclude 37:1
conclusion 22:9
conference 17:3,8 28:3
conferences 29:7
confirm 27:1 31:15
conflict 31:4
confused 30:9 31:12,23
consternation 23:15
construction 17:23 21:7,25 36:19
contested 23:19
contract 22:20
correct 36:12
costs 24:10
counsel 19:10 23:18 24:1,5 26:13 28:10
couple 18:6
court 18:16 21:3,9 23:14
created 23:14
cross- 36:13
crossing 17:10,11 20:1 22:2,13 30:13,22 36:4,13,19
current 26:25

D

daily 25:21
date 28:25 35:9
days 28:13,21
dealing 25:10
dealt 20:2 21:3
decision 34:18 36:7
decisionmaking 25:12
default 18:13 19:14,17,24 20:12,16 27:17
definitions 27:24
delays 20:20
delegated 36:5
depending 30:3 35:22
design 17:22 36:18
designated 19:18
determine 24:15
devices 17:10 22:13
diligence 19:20
direction 34:10
directly 23:23
director 36:6
disconnect 25:5
discovery 17:15 26:17
discuss 34:23
discussing 18:12 33:8
discussion 35:1
dismissal 30:4
dismissed 31:5
dispositive 30:3,5
dispute 32:3,8,15
disputing 32:6
District 20:2
divulging 25:23
Docket 17:3
document 33:5
drafting 28:1

E

E-M-C-H 19:7
easement 21:10
easier 29:22
Eastern 20:2
efficient 34:15
email 25:16,17 26:8,24 37:6
Emch 19:5,6 23:11 26:22 28:6 31:10 32:21 34:12 35:24 36:10 37:8

end 23:15 27:1
ended 26:14 37:16
ending 26:9
enforce 35:21
enter 20:4 22:15
entered 21:6,25
essentially 23:21
excuse 26:3
executive 36:6
exhibit 34:5
exit 22:24
expecting 28:20
explain 20:19
explained 31:17
explanation 23:17 26:4
extent 23:14 27:15
extra 34:6

F

faces 25:13
fails 19:18
failure 20:12
fair 22:25 29:20
Fe 17:5
federal 19:25 21:3,9
feel 28:1
file 33:23 37:7
filed 17:13 28:13
files 33:23
final 18:10 22:8
firm 25:16,19
flagpole 28:12
folks 25:9,10
follow-up 32:23
forgotten 36:4
formal 35:16
forward 20:9 24:16 26:10 27:2
fourth 28:23
Friday 28:15 37:7
front 18:14
fruitful 36:22
full 19:6 33:24 34:3
fully 24:11

G

gates 36:14
give 28:14,17
good 17:2 18:21 19:2,9 20:10,17 22:10 26:16 27:23 29:14,15 34:2 36:25
govern 20:4
governing 19:20 22:12
grade 17:10 20:1 30:22 36:4
grant 23:4 29:22,24
granting 30:21
Great 26:12
guess 22:6 27:11 29:16 30:8,16 31:10,11 33:22 34:5,18
guys 37:2

H

hand 37:12,13
handled 22:2
hang-up 36:3
happy 23:12 27:4 31:12
hat 19:10 31:3
head 19:11 29:12
hear 25:15 29:8,9
hearing 17:15 18:12 19:19 20:11 21:17 22:22 27:14 28:2 29:19 30:10, 17 31:16 32:2,12 35:8,9 37:2
heat 29:2
helpful 27:25 31:14
helps 25:21
hey 24:13,15 31:15 34:20,24
highway 17:10
history 17:13 18:11 25:6
Honor 19:2,5 20:24 21:25 22:7 23:11 24:7,18 25:14 26:23 29:18 31:10 32:22 35:10 37:9
Hughes 17:1,6 18:25 19:9,12 20:10, 17 21:19 22:3,10,11,21 26:12 27:22 28:16 29:13,20 30:14,18,25 31:22 33:11 34:8 35:6,13 36:2,9,21,25 37:10

I

immediately 27:5
incident 25:24,25
include 30:19
incorporated 36:19
independent 22:20
individual 25:25
information 25:24 28:20
informed 17:17 18:4,8
intend 30:1
intensity 26:24
intent 23:16
intention 26:9
interest 19:24
interpreted 22:17
intersection 21:5
involved 24:1,5,23 35:1
involves 17:9
issue 21:8 22:16 30:3,12
issues 21:13 22:4 26:7 29:11 34:21 37:11

J

January 18:2
Jeff 18:19,21 19:11,16 20:14 22:11 29:12 33:20,22 35:10 36:2,3,21
judge 17:1,7 18:25 19:9,12 20:10,17 21:19 22:3,10,11,21 26:12 27:22

28:16 29:13,20 30:14,18,25 31:22 33:11 34:8 35:6,13 36:2,9,21,25 37:10

July 17:14,16

jump 33:20

jumped 30:6

K

kind 22:18 23:2 25:8 29:19 34:4,21 35:18 36:15

L

land 26:25

large 32:25

largely 19:24

law 17:7

lawyers 23:21 24:8

lay 26:25

layers 24:21 25:8

leave 32:4

leaves 30:21

letterhead 33:4

level 25:7

lines 24:8

litigation 19:21 21:2,9 23:19 24:2,7, 24

local 25:2

long 21:1 28:4

long-term 22:1

longer 25:5 32:6

loop 26:5

M

made 18:9 20:20

maintenance 17:18,24 20:1,4 21:7 22:1,2,16 24:3 27:9 34:1,4 36:20

make 26:24

makes 29:22

making 23:9

manager 18:24

matter 18:3 19:24 20:9 21:15 22:20 23:20

matters 24:21 26:14

mechanics 24:4

mechanism 23:12 24:2 32:5

mechanisms 35:18 36:14

meeting 18:20 31:1,6,20 32:13 33:17 35:12,14 36:7

meetings 31:9

memorialize 34:3

minus 28:21

misstating 33:20

misunderstanding 22:7

mode 23:21 24:24

modification 22:12

modify 17:10

month 29:4

morning 17:2 18:21 19:2

motion 19:14 23:4,10 27:6 28:1,4 29:21,25 30:18 31:25 33:23 34:8 35:20

motions 23:2 30:5 33:12

motivator 28:22

move 20:9 26:10

moved 23:20 25:2

moving 24:11,16 27:2

N

natural 24:23

necessarily 19:23 21:24

needed 21:10 22:8 24:21

negotiate 36:18

negotiating 25:1,4

Nodded 30:24

Northern 17:5

note 29:18

noted 22:22 27:8

notice 28:7

O

October 17:25

officer 18:7 21:21

officially 23:24

offline 37:4

on-track 26:11

open 26:7 31:1,9,19 32:13 33:17 35:11,13 36:7

opportunity 25:3

opposed 30:2

option 36:24 37:2

order 23:4 29:17 30:3 35:18

organizations 19:13

original 35:8 36:14

originally 17:13 25:1

out-of-state 25:3

P

papers 29:21 30:1,23

part 21:8 32:15

participate 20:13 33:9

parties 17:15 18:4 19:21 20:3 21:4, 25 22:15 27:2,18 28:18 32:3,8,15 34:6,25 36:22

parts 24:12

party 19:18 20:6 23:7 32:3 33:13

path 34:14 37:3

paths 34:11

pause 18:18

people 25:9

person 25:1,3,6

personal 25:23

petition 17:9,12,13 30:12,22 36:8, 15

Petitioner 17:5

petitions 35:17 36:5
phone 26:23
piece 24:16
pinged 25:10
place 19:18
plan 20:9 29:14,16
play 23:1
point 21:16 27:23 28:2,19 29:4 34:14
position 17:19
positive 23:22 32:25
post 35:18
posture 24:18 26:15 30:3 35:8
potential 27:6
practice 33:12 34:9
practicing 18:13
prehearing 17:3 28:3 29:7
prepared 26:10
preparing 27:6
presence 33:9
presented 21:21 22:19
preserve 31:4
preside 31:20
presiding 17:8 18:7 21:21
previous 17:17 20:20
prior 21:21
problems 36:24
procedural 17:12 34:10
proceeding 27:19 35:4,19
proceedings 18:18 37:16
process 25:12 26:11 27:21 31:2,7, 20 32:17 33:10,15
processes 35:15
project 24:15,24
project's 27:2
propose 28:7
provided 17:21 23:7
provision 27:15 35:21 36:1
provisions 34:21
proviso 22:14
public 19:10 35:11
pursuant 23:6 36:16
pushback 34:22
put 27:7 31:3

Q

question 29:20 31:7 32:23 33:22 34:6,18
questions 33:6
quickly 27:7 28:25

R

R-O-B-E-R-S-O-N 18:22
rail 17:10 18:23
railroad 20:7 21:11
Railway 17:5 19:8
ramps 22:24
RCW 20:3 22:12
reach 24:13
reached 18:4 26:5
read 32:12
real 28:22
realize 23:1
reason 20:15
reasonable 24:3
recess 37:5
reconstruct 25:11
record 17:1 23:13 25:15 31:5 36:23 37:14
redesign 21:5
regular 24:6
regulations 27:17
reject 35:7
reminders 25:21
replacement 25:23
reporter 18:16
representations 20:20
represented 27:2
representing 18:22
repurpose 28:9
request 21:17 27:13
requested 17:20,25 18:3,8 31:16,18
require 26:19
requirement 32:12
resolution 23:21,24 26:11 36:18
resolve 17:19 22:4 33:12 35:22
resolved 21:4,8,12,13,15,20 22:23 27:20
respective 28:10
respond 30:1
responded 31:16
respondent 17:6 19:8
restricts 22:15
result 18:11
results 33:18
review 23:5 30:20 33:9,18 35:17
revisit 27:11
ridiculous 28:23
right-of-way 21:11
rights 22:15 35:25
roadmap 29:10
roadway 24:15
Roberson 18:19,21 19:11,16 20:14, 18 22:11 26:6 27:9 29:12 31:13,14 33:22 35:10 36:3,21 37:4
robust 28:9
RPCS 19:20
rule 29:21
rules 19:17,20 20:15 32:20
run 28:11

S

S-M-I-T-H 19:4
safe 28:14
safety 18:23
Santa 17:5
satisfaction 24:19
satisfied 32:13
scenario 34:16,19
schedule 21:1
seat 33:5 34:22
section 22:14
seeking 23:7
seeks 19:23
send 25:17 28:10
separate 20:4 22:16 23:1 32:16,17
September 17:20,21
set 17:14 28:16,25 31:1 32:2 35:8
settlement 21:24 22:18,25 23:3,6 24:6 26:18 27:7,10,24 30:19 32:4, 16,18 33:8,16,25 34:3,4 35:7,20
settling 24:8
shakes 29:12
shook 19:11
show 34:2
showing 20:11
side 21:2 24:10,12 28:14
sidelined 23:22
signed 21:22
silly 28:1
similar 26:15
similarly 23:3
simply 21:16
sincere 26:8
sit 33:7
skipping 29:9
slightly 17:13
slower 29:2
smaller 24:16
Smith 19:2,3 20:23 21:23 22:6 24:22 26:5 27:1,7 29:14,15 30:8,15,24 31:13 36:11,17
solely 36:8
solves 36:24
sort 34:17 35:2
sound 26:20 29:8
sounds 27:22
speak 19:22
specifications 21:5
spell 18:15
spelled 19:4
spook 26:13
Spring 17:16
staff 18:17,22 19:14,22,23 20:5 29:10 31:6
staff's 18:23 19:24
staffed 26:2
standard 18:12,13 19:14
start 19:13
state 18:15 33:15
statute 20:1 22:12 23:1 32:11
steps 18:9
Steve 19:2,3 20:23 21:23 22:6 29:15 30:8,15,24 36:11,17
stipulate 29:17,21
stipulation 31:13
Street 17:11
submission 32:16
submit 29:18 32:19 33:25 34:17 35:2
submitted 33:17
Subpart 33:13
sufficient 34:1
suit 19:25
summer 29:1
summertime 26:1
suppose 22:21,25 28:1
supposed 32:19
surprised 20:25

T

table 33:5,7 34:23
talk 28:17 36:22
talked 24:22 26:5
talking 30:11,15 32:14
technically 31:18
temporary 25:22
tentatively 17:22
terminology 27:12
terms 23:17 24:8 27:3,13
theoretically 33:24
things 24:9 25:8,21 31:23 36:14
thinly 26:2
thumbs 34:17,18 35:3
time 19:18 24:8 25:22 37:1
today 17:2 18:23 21:18 37:6,15
today's 18:12
TR-220540 17:4
transportation 18:23
trial 35:9
turn 29:3
Turning 20:19
turnover 24:23 25:9

U

ultimate 30:12
uncertainty 24:13
understand 20:5 21:16 27:3 29:1, 16 31:18
understanding 20:11 22:21 23:4 28:8 32:24 33:2
understood 26:25

unfortunate 25:24
unlike 24:6
update 17:20,21,25 18:3,5,8
usual 27:15
UTC 21:15 27:15

V

versus 17:5 34:2

W

WAC 27:23 32:17
WACS 31:24
wait 29:3
waiting 22:4
waive 30:10,16
waiver 31:18
walk 31:24
wanted 23:13
warning 17:10 22:13
wave 37:12
waves 37:13
week 26:6 28:14 31:15
weeks 18:6 26:1
Wenatchee 17:4 19:1,4 20:19 32:9
Wenatchee's 17:11
wife 28:20
withdraw 21:17 23:2,5 26:20 28:5 30:19 31:25 32:18,19,24 33:3,13,24 34:2 35:2
withdrawal 23:7 27:6 28:7 30:20,21 32:20 34:16,19
withdrawing 27:13
words 30:5
work 17:18,23 21:4,8 23:23 31:12 34:6
worked 21:10
working 23:19 24:2
worried 29:5
wrap 37:6
wrinkle 36:10
wrong 36:12

Y

year 25:19
years 17:14,16
Young 18:24

Z

Zoom 18:19