

SOUTH DAKOTA TRANSPORTATION COMMISSION

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IN THE MATTER OF THE APPLICATION FOR AUTHORITY TO  
EXERCISE EMINENT DOMAIN BY RCP&E RAILROAD, INC.

\* \* \* \* \*

Taken at  
Becker-Hansen Building  
700 E. Broadway Avenue  
Pierre, South Dakota  
June 23, 2021

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A P P E A R A N C E S

**HEARING OFFICER: HONORABLE DAVID GIENAPP**

**COMMISSIONERS:** LARRY A. NELSON (Chair)  
MIKE VEHLE  
RON ROSENBOOM  
ROD FOUBERG  
KATHY ZANDER  
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APPEARING ON BEHALF OF TOM AND DENA KINSELLA.

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## RAILROAD EXHIBITS

No.	Offered	Received
1	10	10
2	15	15
3	19	19
4	28	28
5	31	31
6	32	32
7	100	100

## KINSELLA EXHIBITS

No.	Offered	Received
A	86	86
1	122	122
2	146	146
3	147	147
4	148	148
5	149	149

## P R O C E E D I N G S

\* \* \* \* \*

1  
2  
3 JUDGE GIENAPP: Before I make a few  
4 introductory comments, I guess I'll repeat the court  
5 reporter's [ ] and have the Counsel note their  
6 appearances on the record and who they're  
7 representing.

8 MR. WILLIAMS: I'm Steve Williams with the law  
9 firm Knight, Nicastro & MacKay, and I'm here on  
10 behalf of RCP&E.

11 MR. COLLINS: Jeff Collins with the law firm  
12 of Lynn Jackson. I'm here on behalf of RCP&E  
13 Railroad.

14 MR. BURNS: I'm Patrick Burns, um, not to be  
15 confused with the other four Patrick Burnses who are  
16 lawyers in Minneapolis. I'm with the law firm Burns  
17 Law Firm in Minneapolis on behalf of Dena and Tom  
18 Kinsella.

19 JUDGE GIENAPP: Okay, fine.

20 Um, as was indicated, I'm the hearing officer  
21 in this particular matter. Um, I had previously had  
22 some communication with Counsel and everybody,  
23 including all of the commissioners received the  
24 initial openings or the initial background  
25 statements from counsel for both sides. I indicated

1 in that communication that that would serve as  
2 opening statements so we would go right into the  
3 evidence in this particular matter.

4 Once we get into the evidence, obviously the  
5 railroad goes first. The burden of proof under  
6 statute is in connection with the railroad.

7 As I also indicated, I think to the Commission  
8 but also to Counsel, that after direct and  
9 cross-examination, I'll open up the questioning to  
10 any members of the commissioners. I might interpose  
11 a question or two in between, probably not, but I'll  
12 turn it over to the commissioners.

13 And I mentioned it previously but I'll mention  
14 it: When you -- if and when you do have a question,  
15 state your name first before you ask the question so  
16 the court reporter knows who's asking the question.

17 Um, I will reference the fact that I believe on  
18 May 12th there was an e-mail from Mr. Burns raising  
19 certain questions in connection with, um, setting a  
20 hearing. Obviously the hearing was set. His  
21 prehearing submission raised those particular issues  
22 again and I think requested a hearing -- or a ruling  
23 on those issues prior to the hearing. I'm not going  
24 to affirm or deny those particular motions at this,  
25 or those particular things that he raised at this

1 particular point in time. Obviously I'm not the  
2 ultimate decision maker. The Commission is the  
3 ultimate decision maker once I give them... But  
4 they will be addressed. And some of them might have  
5 some minimal evidentiary. And there's no affidavits  
6 or anything to support what we would refer to as a  
7 Motion for a Summary Judgment but they'll, to the  
8 extent necessary, they will be referenced in the  
9 ultimate decision, Findings of Fact and Conclusions  
10 of Law issued by the Commission.

11 So with that, if there's nothing further, I  
12 would call on the railroad to call their first  
13 witness.

14 MR. WILLIAMS: We would call Rod Wiseman.

15 JUDGE GIENAPP: If you would come forward and  
16 raise your right hand.

17 \* \* \* \* \*

18 ROD WISEMAN,

19 a witness being first duly sworn, was examined and  
20 testified on his oath as follows:

21 \* \* \* \* \*

22 DIRECT EXAMINATION

23 BY MR. WILLIAMS:

24 Q Good afternoon. Could you please introduce yourself  
25 to the members of the commission?

1 A So my name is Rob Wiseman. I am the general manager  
2 for the Rapid City, Pierre and Eastern Railroad.  
3 I'm based out of Rapid City. I've been in this  
4 position since about May of 2019. Prior to that I  
5 was the assistant general manager for this same  
6 railroad.

7 Q Can you give us an overview of what your duties are  
8 as a general manager for the railroad?

9 A So Rapid City, Pierre and Eastern covers from  
10 Colony, Wyoming to Mankato, Minnesota. We also go  
11 south out of Rapid City to Crawford, Nebraska. I  
12 oversee most everything on the day-to-day  
13 operations, operating plan, movement of cars,  
14 customer service, engineering on the track,  
15 mechanical. So I -- I'm pretty much involved  
16 with -- with everything.

17 Q About how many miles long is the RCP&E?

18 A Seven hundred.

19 Q And do you oversee the part of the railroad that's  
20 subject to this hearing, the part around  
21 Fort Pierre?

22 A Yes, I do.

23 Q Now, are you aware of Ms. Kinsella's dispute  
24 regarding the bridge near her property with the  
25 railroad?



1 A Yes, I am.

2 Q Okay. Can you tell us generally where that property  
3 is located?

4 A So the property is located, for railroad, um,  
5 mileage, we go by milepost, it's Milepost 486.

6 Q (By Mr. Williams) Okay.

7 MR. WILLIAMS: Your Honor, may I approach?

8 MR. BURNS: I didn't hear the answer. I'm  
9 sorry.

10 JUDGE GIENAPP: If you can speak up. I  
11 can't...

12 A It's Milepost 486 for the railroad, 486.

13 MR. WILLIAMS: Your Honor, may I approach?

14 JUDGE GIENAPP: Yes.

15 Q (By Mr. Williams) I'm handing you a copy of what's  
16 been marked RCPE Exhibit No. 1.

17 Do you recognize what that is, sir?

18 A Yes, I do.

19 Q And can you tell us generally what it is?

20 A So this is a picture from Google Earth that shows  
21 the location of the bridge. It shows the Kinsella  
22 property. It shows where we constructed an access  
23 road and where we have a lay-down area right up next  
24 to the bridge.

25 Q Is that a fair and accurate representation of those

1 things?

2 A Yes, it is.

3 MR. WILLIAMS: Your Honor, I'd move to admit  
4 this as Exhibit 1.

5 JUDGE GIENAPP: Any objection?

6 MR. BURNS: No objection.

7 JUDGE GIENAPP: Exhibit 1 is received.

8 MR. WILLIAMS: Folks, I'll just hand these out  
9 to you, if that works.

10 Q (By Mr. Williams) So holding up that map to the  
11 Commission, can you identify where the bridge is on  
12 that map, the railroad's bridge?

13 A So at the bottom of the map it shows the Bad River  
14 Road and, um, moving up from there, there's the blue  
15 dot that shows the lay-down area. Just right to the  
16 bottom of that is our bridge over the Bad River  
17 Road.

18 Q And is Ms. Kinsella's house, is that located on this  
19 map?

20 A It is. It's in the upper left.

21 Q Okay. And what about the access road that's subject  
22 to this hearing, is that --

23 A It's marked in yellow.

24 Q Do you know about approximately how long that access  
25 road is?

1 A I can't remember the footage.

2 Q Okay.

3 Now, RCPE is also requesting a lay-down area  
4 about 50-by-a-hundred feet next to the bridge. Can  
5 you explain what a lay-down area is?

6 A So basically what a lay-down area would be, would be  
7 a staging point for any type of material, such as  
8 rock, for any potential future issues with the  
9 bridge.

10 Q The access road on that map, does it block, um,  
11 access to Ms. Kinsella's house or does it block her  
12 from getting to different locations on her property?

13 A It does not.

14 Q Is there any way for RCPE to access its bridge and  
15 surrounding track other than using that access road  
16 or crossing Ms. Kinsella's property?

17 A No. The only access would be by rail.

18 Q Okay. And when significant repairs have to be done  
19 involving heavy machinery, can that heavy machinery  
20 be transported by rail?

21 A No, sir.

22 Q Okay.

23 Now, can you run us through what happened back  
24 in 2019 with respect to the railroad's bridge?

25 A So as many people are -- are aware in this room,

1 2019 was a very heavy water year. And, um, what was  
2 happening, and we'll show some pictures later, but  
3 over the last -- well, basically since 1991 the  
4 trajectory of the Bad River Road has changed as the  
5 flow has gone. In 2019, with at or exceeding record  
6 levels on this river, um, as it eroded and continued  
7 to make a larger circle, it started to eat away at  
8 the roadbed of the railroad tracks at the bridge.

9 Q So when did the railroad decide that it needed to  
10 get out there and what did it determine?

11 A We started monitoring this -- we've monitored it for  
12 years, but we really started to take a serious look  
13 at it in February as it started, as we started  
14 seeing this water and started to see the level of  
15 the water and the amount of erosion that was  
16 happening. And so in March it was decided that we  
17 were going to need to get in there to try to shore  
18 up around the trestles of the bridge.

19 JUDGE GIENAPP: When you refer to February and  
20 March, that's of what year?

21 THE WITNESS: 2019.

22 JUDGE GIENAPP: 2019. Thank you.

23 Q (By Mr. Williams) So you said that you were going to  
24 shore up the parts of the bridge. What would this  
25 have entailed?

1 A So basically what we would do is we call it riprap,  
2 but it's basically large boulders, you know, chunks  
3 of cement, just large pieces of earth that we could  
4 put around that trestle, we could put on the edge of  
5 the bank to help stop the erosion from the water.

6 Q How much would this project typically cost?

7 A We had this one figured at about \$150,000.

8 Q Would it have involved shutting the bridge down or  
9 the rail down?

10 A No, it would not.

11 Q Okay.

12 So in March when RCPE determined that it needed  
13 to take this action, what did it do?

14 A So we discussed with a contractor what it would take  
15 and then approached the property owners, and we were  
16 told that, um, they immediately wanted \$25,000  
17 upfront for access to their property.

18 Q And when you say you approached the property owners,  
19 can you tell us who the property owners are?

20 A The Kinsellas.

21 Q So what happened after there was that initial demand  
22 for --

23 A So we get into a part where, um, we have a very good  
24 relationship, um, all across the state with property  
25 owners. And so we got into some uncharted territory

1 where we had to involve the legal department, and,  
2 um, start trying to draw up a contract and an  
3 agreement for access to the property.

4 As this process wore on trying to reach an  
5 agreement, finally on May 28th, the -- we ended up  
6 pulling the bridge out of service, and on June 1st  
7 the bridge failed and we lost a significant portion  
8 of the bridge.

9 Q So you started trying to reach out to Ms. Kinsella  
10 in March. Were you ever able to get a contract with  
11 Ms. Kinsella signed?

12 A The 10th of May I believe it was.

13 Q So that would put the delay at about two months; is  
14 that correct?

15 A Correct.

16 Q Okay. Um, is this a long delay in terms of your  
17 experience in getting access across a South Dakota  
18 landowner's property?

19 A It's an extremely long delay. Normally it's  
20 something that is either managed the same day or  
21 within a matter of a couple of days.

22 Q Have you ever had a similar situation where you  
23 weren't able to get access during an emergency?

24 A Not that I can recall.

25 THE COURT REPORTER: Just wait for him to

1 finish his question before you start answering.

2 MR. WILLIAMS: Your Honor, may I approach?

3 JUDGE GIENAPP: Yes.

4 THE COURT REPORTER: Just wait for him to  
5 finish his question before you start answering.

6 Q (By Mr. Williams) I'm showing you what's been marked  
7 as RCPE Exhibit No. 2.

8 Do you recognize that, sir?

9 A Yes, I do.

10 Q Can you tell us generally what that is?

11 A So basically what this is is a timeline of pictures  
12 showing the erosion of the bank. So the first  
13 picture that we're looking at --

14 Q Hold on just a second.

15 A Oh, I'm sorry.

16 Q Are those fair and accurate representations of the  
17 condition back in 2019?

18 A Yes, sir, they are.

19 Q Okay.

20 MR. WILLIAMS: I'd move for admission of  
21 Exhibit 2.

22 JUDGE GIENAPP: Any objection?

23 MR. BURNS: No objection.

24 JUDGE GIENAPP: Exhibit 2 is received.

25 Q (By Mr. Williams) Okay. Can you take us, take the

1 commission through those pictures and tell us what  
2 we're looking at, as well as the timeline?

3 A So basically Picture 1 is looking from the bridge to  
4 the, I believe the direction would be south at the  
5 embankment. So what we're looking at there is the  
6 Kinsella's property.

7 So as you follow through the pictures, you can  
8 see how the bank starts to erode and erode more.  
9 And then on the third picture from March 25th, you  
10 can see the flow of the water the way it's hitting  
11 the -- um, so the long piece going down into the  
12 water, we call that a pile from the bridge, and so  
13 you can see the water hitting that.

14 And then the fourth picture, you can see -- so  
15 this would be back looking north, you can see how  
16 the water is now starting to eat under the bridge.  
17 So the normal trajectory of that river is up where  
18 that piece of cement is right under the trestle,  
19 that's the normal path of the river. So the river  
20 has curved out and come under there.

21 And then on the last picture you can see it's  
22 just -- it's just a continuation from the picture  
23 before, and you can see that this is the day that  
24 the bridge failed and it ate out the bank on the  
25 other side of the river.



1 JUDGE GIENAPP: That was picture number what  
2 you just referred to? Four or five?

3 THE WITNESS: Four and five.

4 JUDGE GIENAPP: Okay.

5 Q (By Mr. Williams) Mr. Wiseman, if RCPE would have  
6 been able to promptly access this property in March  
7 or April, do you believe the bridge would have  
8 needed to be replaced?

9 A I do not.

10 Q What could RCPE have done?

11 A So we would have been able to get in there, save the  
12 bank from further erosion and ultimately keep the  
13 bridge from failing.

14 Q Okay. Because of these delays, did the bridge  
15 ultimately fail?

16 A It did, June 1st.

17 Q Um, so what did the -- what did RCPE have to do once  
18 the bridge failed?

19 A So once the bridge failed, obviously we're -- we're  
20 into a whole different aspect of repair because now  
21 we're no longer doing repair, we're doing replace.  
22 So we brought in contractors, um, specific, um,  
23 railroad bridge contractors to do the work. The  
24 work took approximately -- the -- the scope of the  
25 work was figured at seven weeks. The contractor was

1 able to complete it in three.

2 Q Okay. Um, as part of this work, though, was the --  
3 was the railroad shut down?

4 A The railroad was shut down.

5 Q Was it shut down for those entire three weeks?

6 A It was shut down for the entire three weeks.

7 Q Okay.

8 A So if I may, just -- so, um, the RCPE railroad has a  
9 very large business base west of the Missouri River.  
10 Colony, Wyoming, um, we run a lot of bentonite clay,  
11 which is used in the automobile industry; it's used  
12 in castings. It's even used, if you like a Three  
13 Musketeers bar, there's bentonite clay in it.

14 Then we have, um, GCC Cement in Rapid City that  
15 has, which everybody knows, the construction season,  
16 April to October is extremely busy. We were unable  
17 to run either one of those commodities, which  
18 affects a huge number of people, not only just West  
19 River but East River, originating destinations, end  
20 destinations and out into different companies that  
21 use those materials.

22 MR. WILLIAMS: Your Honor, may I approach?

23 JUDGE GIENAPP: Yes.

24 Q (By Mr. Williams) I'm handing you what's been marked  
25 as RCPE Exhibit No. 3.

1 Do you recognize that, sir?

2 A Yes, I do.

3 Q Can you tell us generally what it is?

4 A So this is a map that basically shows what I had  
5 said before, what is the RCPE railroad. If you look  
6 at -- basically Pierre is right in, almost right in  
7 the middle.

8 Q Let me -- let me stop you for just a second because  
9 they don't have the map yet.

10 A Oh, okay. I'm sorry.

11 Q Is that a fair and accurate representation --

12 A Yes, sir.

13 Q -- of the rail line?

14 MR. WILLIAMS: Your Honor, I'd move for  
15 admission of Exhibit 3.

16 JUDGE GIENAPP: Any objection?

17 MR. BURNS: I'm sorry, I was talking to my  
18 client. No objection.

19 JUDGE GIENAPP: Exhibit 3 will be received.

20 Q (By Mr. Williams) Okay. Now that everyone has a  
21 copy of the map, can you kind of tell us a little  
22 bit about RCPE's rail line here?

23 A Yes, sir. So Colony, Wyoming, which is on the far  
24 left, um, originates bentonite clay to very large  
25 customers there.

1           And then in Rapid City we have GCC Cement, and  
2           the vast majority of that business traverses, um,  
3           west to east through Pierre and either out through  
4           Wolsey or on through to Tracy or Mankato, Minnesota.

5   Q       Okay.

6           Now, the rail line that we're looking at,  
7           there's only one -- one main line going east and  
8           west, correct?

9   A       Yes, sir, that's correct.

10   Q       And when we talk about this bridge being shut down,  
11           how did that impact the rest of the track that we  
12           see here?

13   A       We had no rail ability or very limited. Um, none  
14           between Rapid City and Pierre. We had some ability  
15           between Rapid City and Crawford, but it is extremely  
16           old track and it's not in the normal shipping lanes  
17           for our customers.

18   Q       Okay. Are there very limited alternative routes to  
19           transport freight?

20   A       Very.

21   Q       Um, looking back at 2019, how many cars would  
22           generally go over that bridge or a portion of track  
23           when it was up and running?

24   A       About 200 cars a day.

25   Q       Okay. And what's the value of the freight to be

1 transported in a day over that track?

2 A Just for ease of the math, \$200,000.

3 Q Okay. So if the railroad was shut down for about  
4 three weeks, we're talking a little over 4 million  
5 in terms of freight that can't be transported?

6 A Correct.

7 Q Okay.

8 You may have answered this, but were there --  
9 were there other ways for RCPE to transport this  
10 freight during that time?

11 A We looked at some possibilities with a couple of the  
12 customers of the possibility of setting up, um, some  
13 trans load facilities. We looked at one up in  
14 Onida. So trucking bentonite clay from Colony,  
15 Wyoming to Onida, South Dakota is a very long  
16 transit, but we ended up doing a little bit of that,  
17 but by the time we were really able to get it set up  
18 and running, we had gotten ahead on the bridge  
19 construction so it became a non-issue.

20 Q You talked a little bit about how, um, how the  
21 shutdown of the track impacted RCPE in revenues.  
22 Who else does it impact when the track is shut down?

23 A So the impact would affect the workers at the mines  
24 in Colony, Wyoming; it would affect the workers of  
25 the cement plants. It would basically affect every

1 rail customer west of Pierre --

2 Q Okay.

3 A -- and, um, many of them east of Pierre. So GCC  
4 Cement, the vast majority of their business goes  
5 from Rapid City to Sioux Valley in Volga, South  
6 Dakota.

7 Q Can a shutdown of a few weeks like this, can it also  
8 have an impact on RCPE's employees?

9 A Yes.

10 Q Tell me about that.

11 A So, um, we basically had a little bit more than a  
12 third of our employees idle during this time. Um,  
13 rather than lay them off or anything else, we  
14 elected just to hold them, pay them. We knew that,  
15 you know, there would be a solution to this and it  
16 would take a little bit of time, but in the interest  
17 of just keeping our employees and helping save  
18 morale and -- and not putting that unnecessary  
19 burden on them, we kept them on.

20 Q With an extended shutdown like this, is there a risk  
21 of having to furlough employees?

22 A There is.

23 Q I want to get back a little bit and talk about the  
24 negotiations in 2019 with Ms. Kinsella. Just  
25 generally in terms of the 2019 negotiations, were

1           you involved in that process?

2    A       I was.

3    Q       Do you believe that RCPE negotiated in good faith?

4    A       Yes, I do.

5    Q       Okay. Tell me about the compensation that  
6           Ms. Kinsella received in 2019.

7    A       So in the contract, um, Ms. Kinsella asked for  
8           certain items. One was she asked for ten bales of  
9           hay for lost pasture. We gave her 20. Everything  
10          and that -- everything that she asked for we gave  
11          her, and then we went well above and beyond that  
12          because she kept asking for more.

13   Q       One of the main areas that she was compensated was  
14          for dirt that the railroad used. Tell me about  
15          that.

16   A       So we needed -- obviously we needed fill dirt, um,  
17          and rather than have the construction company truck  
18          it in, an agreement was reached with Ms. Kinsella to  
19          purchase dirt off of her property. The going rate  
20          at the time was a dollar a yard. We gave her \$2 a  
21          yard. And in July of 2019 we gave her a check for  
22          \$40,000.

23   Q       Now, in addition to the terms of the contract, did  
24          RCPE do other work for Ms. Kinsella for free?

25   A       Yes, we did.

1 Q Tell me about that, please.

2 A So immediately right at the entrance of her property  
3 there was a, there's a natural spring through there.  
4 There was a culvert that was failing. We went in,  
5 replaced that culvert. That was hers. We put -- we  
6 did that.

7 We created the access road and, um, to the  
8 specifications and right along the route where she  
9 indicated. The road was, at her request, was --  
10 remains there.

11 She asked for us to move a railroad crossing  
12 for her purposes. We did that.

13 She asked for gravel for her driveway. We did  
14 that.

15 They asked for dirt in their calving barn. We  
16 did that.

17 We installed about 1,800 feet of new fence, as  
18 well as three brand new gates.

19 As she addressed issues or complaints, they  
20 were addressed immediately. One was she asked for a  
21 five-mile-per-hour truck limit across the front of  
22 her house. We complied.

23 She asked for something for dust control. We  
24 got with the contractor, complied with that and laid  
25 down mag chloride.



1           She asked for our bridge contractors to remove  
2 a tree from the river, which we did that.

3           And all of this was done. It was not -- we  
4 were not contractually obligated to do it. We did  
5 it in the interest of trying to placate her and try  
6 to have a good relationship and a good working  
7 relationship with her.

8 Q       Okay. In your experience, are all of these  
9 concessions more than was usually provided when  
10 dealing with a landowner and property?

11 A       When we go in and we have to do something with a  
12 landowner, we want it to be better than it was when  
13 we got there. So in my opinion, we went well above  
14 and beyond the scope.

15           We went back in at the end. And for those that  
16 can remember 2019, 2019 never dried out until  
17 sometime in October. We hauled in landscape grade  
18 topsoil to fill and re-seed her property. And I  
19 think it's important to note that the dirt that we  
20 used, and you can see it in the maps there, there's  
21 nothing on it, very alkali heavy, no grass on it.  
22 So we went back in and we put in landscape grade  
23 topsoil.

24 Q       Now, despite there being a contract in place between  
25 RCPE and Ms. Kinsella that allowed access, were

1           there still issues in terms of getting that access  
2           and completing the work?

3    A       Yes.  It seemed like almost on a weekly basis there  
4           was another complaint.  I would get phone calls that  
5           Ms. Kinsella was denying entry for whatever reason  
6           it was at the time.  Um, just never -- we could  
7           never do enough.

8    Q       You mentioned that she denied entry at different  
9           times.  Tell me a little bit more about that.

10   A       So I would get a phone call saying that, in the  
11           morning that Ms. Kinsella was upset, so we would  
12           have to send and we sent -- um, we normally sent the  
13           same people each time so that that relationship was  
14           there and not have somebody new go talk to her,  
15           whatever the issue was, which was usually nothing.  
16           Um, then we could get access.  But, um, had we not  
17           had those types of delays, you know, we finished the  
18           bridge ahead of schedule, we could have completed it  
19           even sooner than that.

20   Q       Okay.

21                   Were there ever any threats made against the  
22           workers for the railroad?

23   A       Um, not against the workers for the railroad.  One  
24           of our contractors stated that Mr. Kinsella  
25           threatened to shoot him around town if he saw him.

1 Q I want to switch gears for a moment and talk about  
2 RCPE's legal duties as a railroad. Does RCPE have a  
3 legal duty to repair and maintain its track?

4 A Yes, sir, we do. We are bound by federal regulation  
5 through the Federal Railroad Administration to  
6 maintain tracks to a certain standard, which  
7 includes inspections, the gauge of the track which  
8 is how wide it is, the condition of the crossties,  
9 and -- and just everything with it to keep it as  
10 safe as we possibly can.

11 Q Do these same duties apply to both the track and  
12 RCPE's bridge?

13 A They do.

14 Q Okay. As part of these duties, does RCPE need to  
15 access its properties with heavy machinery at times?

16 A At times, yes.

17 Q Okay. And what happens if RCPE is unable to access  
18 its property when it needs to?

19 A We spend \$3.7 million to replace a bridge.

20 Q Okay.

21 Now, in terms of moving forward from here, was  
22 this a onetime issue in 2019 or is RCPE going to  
23 need continued access to that bridge?

24 A Well, we can't predict Mother Nature. We can look  
25 at the past. We can look at the trajectory of the

1 river, the way that it has changed. Not being able  
2 to predict the future, but my opinion is we will  
3 need access to this again.

4 MR. WILLIAMS: Your Honor, may I approach?

5 JUDGE GIENAPP: Yes.

6 Q (By Mr. Williams) I'm handing you what's been marked  
7 as RCPE Exhibit No. 4.

8 Do you recognize that, sir?

9 A Yes, sir.

10 Q Can you tell us generally what that is?

11 A So Exhibit No. 4 starts from 1991.

12 Q Well, hold on just a second. Just tell us generally  
13 what it is.

14 A Oh. It is a -- it is pictures, periodic through the  
15 years, that show how the trajectory of the Bad River  
16 has changed.

17 Q Okay. And you've been out to that property before?

18 A Yes, I have.

19 Q Is this a fair and accurate representation?

20 A Yes, sir.

21 MR. WILLIAMS: I'd move to admit Exhibit 4.

22 JUDGE GIENAPP: Any objection?

23 MR. BURNS: No objection, Your Honor.

24 JUDGE GIENAPP: Exhibit 4 is received.

25 Q (By Mr. Williams) Okay, now the folks have a copy of

1 the map. Can you run us through what we're looking  
2 at here?

3 A Yeah. So if you -- if you turn to the page, it's  
4 about Page 1, 2, 3, 4 -- 5. It shows 1991. And as  
5 you go through these pictures, the blue line  
6 represents the river, the trajectory of the river in  
7 2019. So in 1991 you can see that that bridge -- or  
8 the water came down, made that right-hand turn and  
9 went straight under the bridge.

10 Then as you progress through the years, you can  
11 see the gradual movement of that river to where it  
12 reached that 2017 level, so a very dramatic change  
13 in -- in just a matter of -- of a quarter century.

14 Q Now, this 2017 image, that's the most recent image  
15 in this exhibit, correct?

16 A Yes.

17 Q Okay.

18 And you talked a little bit about it, but there  
19 was the flood in 2019. Did that change this map at  
20 all?

21 A It would have made it -- it would have made it  
22 worse.

23 Q Yeah.

24 A It would have continued eroding. The pictures that  
25 I showed you earlier of where it washed out

1           underneath the bridge, that's -- that's even more.

2           So -- so really what this is -- this is  
3           focusing on, and you can see when you look at it, is  
4           over the years the curve on that river has gotten to  
5           such a point where it's -- it's almost making a  
6           U-turn where it's got to swing around so far. So  
7           what was once a straight shot underneath the bridge  
8           is now that huge curve.

9   Q       And did you calculate in this exhibit the amount of  
10       feet that that river has moved?

11   A       It's about 500 feet, 488 feet.

12   Q       And that's up to 2017?

13   A       Or excuse me, 592 feet on the last page.

14   Q       Okay.

15           Now, what does this -- what does this change in  
16       trajectory of the river over time mean to you as the  
17       GM?

18   A       So basically what it means to me is we can't control  
19       Mother Nature, and as -- as things progress, we  
20       can't control how much snow there is; we can't  
21       control how much rain; we can't control the flow of  
22       the river. And so what we need to do is we need to  
23       be able to protect the commerce that passes over  
24       that bridge. And so, you know, as you can see the  
25       dramatic changes in this river, you can see -- you

1 can see the sense of urgency that we had in March  
2 with this high river and the direction that things  
3 were going. It was a very rapid erosion process.  
4 And there were numerous times that I stood on the  
5 bridge watching pieces of the bank fall off. And I  
6 happened to be at the bridge when part of it  
7 collapsed.

8 Q Now, is this issue with the changing trajectory of  
9 the river, is that an issue where RCPE needs to be  
10 able to respond rapidly to the situation?

11 A We need to be able to respond immediately.

12 Q Um, in light of the unique circumstances regarding  
13 the shifting trajectory of the river, are you aware  
14 of whether RCPE made an offer to purchase this  
15 property in 2021?

16 A Yes, I am.

17 Q Okay.

18 MR. WILLIAMS: Your Honor, may I approach?

19 JUDGE GIENAPP: Yes.

20 MR. WILLIAMS: I'd move for admission of  
21 Exhibit 5. It has been stipulated to by the  
22 parties.

23 MR. BURNS: No objection.

24 JUDGE GIENAPP: Exhibit 5 is received.

25 Q (By Mr. Williams) And I guess I just want to briefly

1 ask you to identify that. Is this an e-mail and a  
2 letter outlining an offer to purchase this property?

3 A Yes, sir, it is.

4 Q Okay. And are you aware of what Ms. Kinsella's  
5 response was to that offer?

6 A Rejection.

7 MR. WILLIAMS: Your Honor, may I approach?  
8 And, Your Honor, this is another stipulated exhibit  
9 that I'd move to admit, RCPE Exhibit No. 6.

10 MR. BURNS: No objection.

11 JUDGE GIENAPP: Exhibit 6 is received.

12 Q (By Mr. Williams) Mr. Wiseman, is this an e-mail  
13 outlining Ms. Kinsella's rejection of RCPE's offer?

14 A Yes, it is.

15 Q Okay.

16 So how many miles of track does RCPE have in  
17 South Dakota approximately?

18 A In South Dakota it's about 654.

19 Q Okay. Is it relatively common for RCPE to need to  
20 get access across a landowner's property?

21 A It is.

22 Q Tell us about what RCPE, what it does when it needs  
23 to get access.

24 A The first thing is we contact the -- well, we assess  
25 the situation. We contact the property owner. And,



1 um, to date, other than this issue, I can't recall  
2 any issue that we've had with a landowner. If you  
3 would like, I could give you some other examples.

4 Q Sure, go ahead.

5 A Um, so in August we're going to be doing some repair  
6 work in Volga just on an older bridge, and we need  
7 to create an access road to haul in some dirt to --  
8 to build up this bridge. Contacted the landowner.  
9 Knew that it would affect -- um, he is a -- he grows  
10 soybeans, knew that it would affect his crop. Told  
11 him what we needed to do and what it would take to  
12 make him whole. He said, "Would you please leave  
13 the road and we'll call it even." That was a  
14 30-minute agreement.

15 Q Is that pretty typical to be able to get these  
16 handshake agreements within --

17 A Yes.

18 Q -- a day?

19 Would RCPE have concerns about a different  
20 resolution than eminent domain such as an easement  
21 in this matter?

22 A Yes.

23 Q Explain to me why.

24 A Due to the nature of the flow of the Bad River,  
25 the -- when -- you know, not a question of if the

1 river will continue shifting but when we need  
2 immediate access, and it's not -- it's not a -- it's  
3 not a question of we can wait and argue for two  
4 months. We need to get in there now; we need to fix  
5 what the problem is and move on with life.

6 Q And when you had that 2019 contract, you had the  
7 right to -- to access her property, similar to if  
8 there was an easement. Were there still issues at  
9 that time?

10 A Yes, sir.

11 Q And were there still delays at that time?

12 A Yes, sir.

13 Q Okay.

14 Just to wrap it up: In your experience how  
15 common is it for RCPE to file for eminent domain?

16 A To my knowledge this is the first time.

17 Q Is it generally a last resort?

18 A It is a last resort.

19 Q And tell the members of the commission, just in your  
20 own words, why it's necessary in this matter.

21 A So we make every effort to be good neighbors, to  
22 work with the public, the landowners. We have a lot  
23 of railroad tracks that run through a lot of land.  
24 A lot of the railroad tracks are landlocked by -- by  
25 owners, and, like I said, we try to be good

1 neighbors, and we've never had an issue like this  
2 before.

3 Q And does the -- does the continuing change of the  
4 trajectory of the river, does that present a unique  
5 issue that's different from -- from most cases where  
6 you need access?

7 A It does present a very unique issue.

8 Q Okay. Thank you. That's all I have.

9 JUDGE GIENAPP: You may cross examine.

10 MR. BURNS: I'd reserve for calling him on  
11 direct in our case.

12 JUDGE GIENAPP: Okay, you may step down. Well,  
13 no. Excuse me.

14 I'll ask the Commissioners if you have any  
15 questions of this witness at this time.

16 MR. VEHLE: If I may, um, just for --

17 JUDGE GIENAPP: State your name first for the  
18 court reporter.

19 MR. VEHLE: Sure. Mike Vehle.

20 There seemed to be some contention over, in  
21 reading this preliminary thing, about paying for the  
22 dirt. Um, and reading through this, it appears that  
23 the first purchase of the dirt was paid at a price,  
24 double the price that was originally set, but then  
25 it seemed like there was some, another bill that

1 didn't get paid or something. Could you elaborate  
2 on what that is? I just couldn't figure it out.

3 THE WITNESS: There was no other bill. The  
4 agreement was made between Mr. Kinsella and our  
5 contractor that he would haul dirt down to his  
6 calving barn and place that dirt in there in  
7 exchange for this additional dirt. And this dirt  
8 was to bring the bridge closer up to the previous  
9 level.

10 MR. VEHLE: So it was a trade then, if I may --

11 THE WITNESS: Yes, sir.

12 MR. VEHLE: -- a trade for moving dirt up  
13 there, then they got to use more dirt for the  
14 railroad, fixing of the railroad?

15 THE WITNESS: Yes, sir.

16 MR. VEHLE: Thank you.

17 JUDGE GIENAPP: Any other questions?

18 MR. VEHLE: Your Honor?

19 JUDGE GIENAPP: Yeah.

20 MR. VEHLE: Was that ever in writing? That was  
21 just a handshake deal?

22 THE WITNESS: Yes.

23 MR. VEHLE: Okay, thank you.

24 JUDGE GIENAPP: Um, you may step down.

25 I think I've got one, four, five and six. Are

1 two and three there or...?

2 THE WITNESS: (The witness complied.)

3 JUDGE GIENAPP: That's good enough. You may  
4 step down.

5 Mr. Williams?

6 MR. WILLIAMS: Yes, Your Honor. I have a  
7 stipulated affidavit that we'll submit from the  
8 surveyor in this matter.

9 JUDGE GIENAPP: That's stipulated to,  
10 Mr. Burns?

11 MR. BURNS: We did. Thank you.

12 JUDGE GIENAPP: Okay. That will be received as  
13 part of the record.

14 MR. WILLIAMS: That's all we have, Your Honor.

15 JUDGE GIENAPP: Okay.

16 You may proceed, Mr. Burns.

17 MR. BURNS: I'd call Dena Kinsella.

18 JUDGE GIENAPP: If you would come forward,  
19 ma'am.

20 \* \* \* \* \*

21 DENA KINSELLA,

22 a witness being first duly sworn, was examined and  
23 testified on her oath as follows:

24 \* \* \* \* \*

25 \* \* \* \* \*

## DIRECT EXAMINATION

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BY MR. BURNS:

Q Dena, please tell the Commissioners and everybody present how long you've lived on this property.

A Okay. I purchased -- I leased this property in 1987. And Jim Wahan (phonetic) and I purchased it -- we leased it in '87, purchased it in '91. And then -- I did not live there at the time, but I've had it in my possession since 1987.

Q Okay. And at some point you and Tom were married?

A Yes.

Q And have you lived -- when did you move into the property?

A We moved to the property probably in '94, I think.

Q Okay. And this is your main home?

A Yes.

Q And you've lived there since '94?

A Yes.

Q Okay. And how many acres is your property?

A Just under 400.

Q All right. And how do you access -- describe for the commission your property in general like if we were sitting down having coffee?

A Okay. From Fort Pierre you go up the Verendrye Road up past the Casey Tibbs Monument. And then at the

1 top of the hill there's a Fort Pierre water tower,  
2 and then you proceed down Cedar Hill Cemetery Road.  
3 And then -- that's -- from the water tower to --  
4 from town to my house is about, to my barn is about  
5 four -- four miles. But from the top of the -- from  
6 the water tower, then you go on down the hill down  
7 Cedar Hill Road until you reach a driveway that goes  
8 by my house.

9 Q Is your barn next to your house?

10 A There is one small horse barn by the house, and then  
11 there's a larger livestock barn further down.

12 Q Further down towards the entrance or --

13 A Down -- down toward the railroad.

14 Q Okay. Away from the house?

15 A Away from the house.

16 Q Got it.

17 So you do have Exhibit 1 there that the Hearing  
18 Officer is looking at. Or I'll show you mine.

19 JUDGE GIENAPP: There.

20 Q (By Mr. Burns) There you go.

21 A Okay. Yeah.

22 MR. BURNS: If the Commissioners would refer to  
23 Exhibit 1 as she's talking about it.

24 Q (By Mr. Burns) Mr. Williams and his witness talked  
25 about your house being on the top left there. Is

1           that correct, that white --

2    A       That's correct.

3    Q       Okay.

4           And when you reference Casey Tibbs and the  
5       entrance to your home, that's from the north?

6    A       Right.

7    Q       Okay. It comes into the upper left of this  
8       document, the road comes in there?

9    A       Uh-huh.

10   Q       Where is your property line or where is your gate?

11   A       My gate is on Cedar Hill Road, um, on beyond -- to  
12       the west of my, where my house is, to the west and  
13       little bit north of where my house is.

14   Q       Okay. Is this photograph, is the top of it not  
15       directly north? That's more west?

16   A       Um, I think the -- I think the top, it is north, I  
17       believe.

18   Q       Okay.

19   A       It's pretty -- so the road, Cedar Hill Road would be  
20       over here and up the hill to the -- to the water  
21       tower.

22   Q       Okay.

23   A       Does that help?

24   Q       Do you own -- as part of your property, do you own  
25       land that's not on this photograph?



1 A Yes, I do.

2 Q Can you describe that?

3 A Okay. There's land that goes on beyond the east  
4 side of the railroad. It goes around there. And  
5 then it goes on past my house to the west.

6 Q And how many acres? If you said it earlier, I'm  
7 sorry.

8 A Just -- just like 394.

9 Q Okay. And are they all connected, or do you -- is  
10 part of that 349 separate plots of land that are  
11 connected?

12 A They're all connected. They're -- they are divided  
13 by Cedar Hill Road. I have some property on the  
14 west side of Cedar Hill Road. Other than that  
15 they're all connected, except for 35 acres that the  
16 Bad River cut through out by Bad River Road, but...

17 Q Okay.

18 So for purposes of this hearing and your  
19 dealings with the railroad on the Bad River Railroad  
20 Bridge, that's all on this map?

21 A Yes.

22 Q On this, okay. And --

23 A The only thing that wouldn't be on this map is I  
24 have a -- I have a railroad crossing further to the  
25 north on this from --

1 Q So that's off the top --

2 A Right, off the top of there.

3 Q -- right of this picture?

4 A Yes.

5 Q There's a -- there's a railroad crossing there?

6 A Yes.

7 Q And how does -- how do you or anybody else get to  
8 there?

9 A I use this -- this road here. This is just a --  
10 just a farm road, or whatever you want to call it,  
11 and get down there to -- to that railroad crossing  
12 to get over to my field on the other side.

13 Q Okay.

14 A On the east side.

15 Q So there's no public crossing there?

16 A No public crossings, no.

17 Q It's your crossing.

18 All right. Are you willing to concede that  
19 it's true that the public and the railroad cannot  
20 get across this railroad bridge in another  
21 location --

22 A That's true.

23 Q -- to access this bridge?

24 A That's true.

25 Q Okay. And is that part of the reason you agreed

1 with them for them to do the work in May of 2019?

2 A Yes, it is.

3 Q All right.

4 So you had a contract -- well, let me finish  
5 with this document. If the commission was to grant  
6 access to the railroad on this yellow mark, that  
7 does not give them access to your property from your  
8 gate to the beginning of that yellow line, right?

9 A Correct.

10 Q Okay. Have -- have they talked to you about that?

11 A No, they have not.

12 Q Okay.

13 Um, in your, um --

14 MR. BURNS: Well, I'm going to refer the  
15 Commission.

16 Q (By Mr. Burns) I know you've seen it, Ms. Kinsella,  
17 the contract with the railroad that was presented to  
18 you by the railroad; is that right?

19 A Yes, by Mr. Shawn Engel representing the railroad.

20 Q He was a railroad employee?

21 A Yes.

22 Q Okay. Did you draft that contract?

23 A No, I did not. The railroad did.

24 Q Okay. Did you make significant changes to it? Was  
25 there back and forth with changes?

1 A Not -- not once -- once that contract was signed,  
2 anything that was changed was verbal and by a  
3 handshake.

4 Q Okay.

5 MR. BURNS: And, Commissioners, that's attached  
6 to -- I don't know --

7 Counsel, are you willing to stipulate to the  
8 exhibits?

9 MR. WILLIAMS: On the contract?

10 MR. BURNS: Yes.

11 MR. WILLIAMS: Your Honor, we'll stipulate to  
12 the contract. I believe that is one, two -- three  
13 pages long.

14 I think there's two handwritten pages attached  
15 after that.

16 THE WITNESS: Yes.

17 MR. WILLIAMS: We do not agree that that's part  
18 of the contracts. We would object to that being  
19 considered.

20 JUDGE GIENAPP: What are you offering? Just  
21 the three?

22 MR. BURNS: Well, I was offering it all, but as  
23 far as a stipulation and order of presentation, I'd  
24 ask her just about the written contract that Counsel  
25 stipulated to.

1 JUDGE GIENAPP: Okay.

2 MR. BURNS: So the Commissioners can see, it's  
3 the first attachment to my prehearing submission.  
4 It's a -- it says four pages, but it really appears  
5 to be three pages. And I don't have a fourth. This  
6 is the first time I've noticed that that's -- it's  
7 possible that that was a map or -- I don't know why  
8 that's not there. But anyhow, it's the three pages  
9 that are attached to my prehearing submission on my  
10 law firm letterhead.

11 Q (By Mr. Burns) Um, Dena, if you need to see this,  
12 let me know. Otherwise I'm going to hang on to it  
13 and ask you about it.

14 A Okay.

15 Q It's the contract that you signed with them. This  
16 was signed on May 10th of 2019. Any reason to -- is  
17 that not accurate?

18 A That should be accurate. Yeah.

19 Q Okay.

20 A Yes, that is accurate.

21 Q When did you first -- when were you first contacted  
22 by the railroad about their desire to do this work  
23 or go across your property?

24 A I came home in April of 2019, and there was an  
25 excavator sitting on my property. Tom said that --

1 I asked Tom what it was and he said AG&E Corporation  
2 brought it down and parked it there; they were going  
3 to do some work for the railroad.

4 I had never been contacted by the railroad  
5 asking, telling me they needed to come through there  
6 and do work. They never contacted me and asked me  
7 for permission to go across there. The first thing  
8 was that piece of equipment sitting on my property.

9 So then Andy Johnson, representing AG&E, told  
10 me that I would be hearing from the railroad. So on  
11 the 15th of April I got a text message, I believe,  
12 from Danny at Rapid City from RCPE and said  
13 everything would go through him.

14 The next thing he did was -- I said, "Well, we  
15 need some kind of contract or some kind of agreement  
16 before you can go through my property." And Mr. --  
17 Danny, whatever his last name was, Danny Dalton,  
18 told me that I had a --

19 MR. WILLIAMS: Your Honor, I'm sorry to  
20 interrupt. I'm just going to object to hearsay.

21 THE WITNESS: This is not hearsay. This is  
22 from me.

23 MR. BURNS: Just a second, Ms. Kinsella.

24 THE WITNESS: Okay.

25 MR. BURNS: Let him rule on the objection.

1 THE WITNESS: Okay.

2 JUDGE GIENAPP: As far as what -- who is  
3 Mr. Dalton again?

4 THE WITNESS: He worked for Rapid City, RCPE.

5 JUDGE GIENAPP: I would overrule the objection.

6 Q (By Mr. Burns) Okay. Well, just because it's  
7 apparent, you're referring to notes in your hand?

8 A Yes.

9 Q What are those?

10 A These are just -- this is just a timeline that I  
11 typed up to keep track of what happened with the  
12 railroad --

13 Q Okay.

14 A -- just in my own handwriting.

15 Q Okay. So to the extent you can testify from your  
16 memory, do that.

17 A Okay.

18 Q But if you need to refer to that --

19 A Okay. Yeah, okay.

20 Q -- that's fine. I just want to -- you know, I guess  
21 what I was asking is: We got a contract May 10th  
22 and you're referencing contact with the railroad  
23 before that, which makes sense because you don't  
24 just have a contract one day with no... But I'm  
25 trying to get an understanding how -- we heard

1 testimony from the railroad executive saying that  
2 they were aware of this for a long time and they  
3 started looking at it long before. And you  
4 testified now that the first knowledge you had of it  
5 was after there was equipment placed on your  
6 property.

7 A I need to clarify that. It wasn't the first time I  
8 was aware there was a problem because for two or  
9 three years we had talked with another  
10 representative of the railroad and he said that the  
11 railroad was working on a weir or something to keep  
12 the erosion from happening. So we had -- we know  
13 there was talk of it before. But the first time I  
14 heard about them coming on my property was in April  
15 when the piece of equipment occurred.

16 Then I was told I would be contacted by the  
17 railroad. I was on the 19th of April. And then  
18 that man told me -- I said, "Well, we need something  
19 in writing before you come in here." He  
20 basically -- he told me that if I didn't let the  
21 railroad come in, that he would remove -- he would  
22 not let me have access to my existing crossing.

23 I have a crossing. As I said a little bit ago,  
24 on this picture it would be up in this corner  
25 there's a crossing that's been there that I've used



1 since I had access to the property. He told me they  
2 checked the legal department and there was no  
3 easement for that crossing. He told me that they  
4 would deny me use of that crossing at that time.

5 Q And that's the only way you access that part of your  
6 property?

7 A That's the only way I get to that part of my  
8 property.

9 Q Do you remember that gentleman's name?

10 A That was -- that was Danny Dalton.

11 Then I met with Shawn Engel.

12 Q This is all before May 10th?

13 A On May -- yes. On May 6th I -- on May 6th Tom and I  
14 met Shawn Engel at Perkins. And his comments to me  
15 were that they needed to go through there for the  
16 railroad. He showed me a copy of, a draft copy to  
17 the governor wanting eminent domain. He told me --  
18 we talked about it. He said, "We'll take out your  
19 crossing. You won't be able to use that crossing.  
20 Well, the railroad may let you use that crossing for  
21 ten years, but you're about my age, you're old, you  
22 won't need it after -- any longer than that."

23 MR. WILLIAMS: Your Honor, I'm sorry, I'm --

24 THE WITNESS: Well, okay.

25 MR. WILLIAMS: -- going to object to hearsay.

1 JUDGE GIENAPP: Sustained.

2 Q (By Mr. Burns) All right.

3 A Okay. So -- so --

4 Q So, Dena, let me ask you --

5 A Okay.

6 Q -- questions. And based on the Hearing Officer's  
7 ruling, tell me, um: Did you take that as a threat?

8 A I did take it as a threat.

9 Q Were you and Tom predisposed to working with them  
10 and figuring out a deal regardless of that?

11 A Yes, we were.

12 Q Why is that?

13 A We had always worked with the railroad before. They  
14 had come in years before and put in a -- a dike to  
15 that existing crossing. They took dirt from the  
16 property and -- and paid us with fencing equipment.

17 We had also had -- Tim Poluch from the railroad  
18 had come out several times. And if they had an  
19 issue, he would call me and he would say, "We need  
20 access to your property. We're going to work --  
21 we're gonna work" -- and they might go down across  
22 the pasture or they might come down the railroad,  
23 but whatever they were doing, Tim Engel always -- or  
24 Tim Poluch always told us what was happening. He  
25 would say, "We're going to take some railroad ties

1 out. We might put some off the right of the  
2 right-of-way. Is that okay?" And we always agreed  
3 to work with them. So we had a, up until this time  
4 we had a very good working relationship.

5 Q And those gentlemen that you referenced were all  
6 rail employees?

7 A Yes.

8 Q Not subcontractors?

9 A No. Those were all railroad employees.

10 Q Okay. And the gentlemen you met at Perkins were  
11 railroad employees?

12 A Yes, he was.

13 Q Was anybody at this time expressing urgency, hair on  
14 fire, "We gotta do this right now"?

15 A We knew by looking at it ourselves that something  
16 had to be done. Because like they said, the  
17 trajectory of the river was changing. You know,  
18 they had -- we had been told that they were going  
19 to -- well, Tim Poluch said, "The railroad is  
20 working on putting in a weir."

21 MR. WILLIAMS: Your Honor, I'm going to object  
22 to hearsay again. She's testifying about what other  
23 people are telling her.

24 JUDGE GIENAPP: Overruled.

25 MR. BURNS: I'd just ask the Hearing Officer to

1 relax the rules of evidence for an administrative  
2 hearing like this. I don't want to be silly about  
3 it, but it's meant to give the commissioners an  
4 understanding of the facts and we're not in a court  
5 of law.

6 JUDGE GIENAPP: Well, I overruled the  
7 objection.

8 MR. BURNS: I know, but I feel more coming as  
9 we go here, but I'll let you do your job. Thank  
10 you.

11 Q (By Mr. Burns) So, Ms. Kinsella, looking at  
12 Exhibit 4, which is this packet that showed the  
13 trajectory of the river that you just mentioned --

14 A Yes.

15 Q -- um --

16 A I looked -- I -- I'm --

17 Q You looked at it?

18 A Yes, I did.

19 Q Okay. Well, and the Commissioners have it as well.

20 You've lived on this property since, I think  
21 you testified '87?

22 A No, I owned it since '87, but -- or leased it. But  
23 lived on it since '94, I believe.

24 Q Okay. So just like the railroad, you're seeing this  
25 daily, weekly, yourself, right?

1 A Exactly. So when they mentioned a sense of urgency,  
2 I thought they were a little late.

3 Q But you're not disputing that there was a rain event  
4 in April of '19?

5 A Exactly.

6 Q It was heavy rain?

7 A Yes, heavy rains.

8 Q Okay. And they -- the gentleman from the railroad  
9 testified that you were the sole cause of delay  
10 and -- and expense for the railroad. What's your  
11 testimony about the delay from the first contact in  
12 April --

13 A Okay, first of --

14 Q -- until May 10th until the bridge is unusable on  
15 June 1?

16 A First of all, had I been the railroad, I would have  
17 personally contacted me or had the contractor  
18 contact me before moving property on there. So  
19 that.

20 Then we had to have the argument of whether or  
21 not I had an easement, which I did provide a copy of  
22 an easement from like 1907 where I did own the  
23 easement for that. And --

24 Q Well, just to be clear, you're talking about the  
25 easement up here?

1 A The easement for up there, yes.

2 And then I would say that after -- after I  
3 talked to Danny on the 15th of April, then we had  
4 a -- and he said I didn't have an easement. Then  
5 Shawn Engel contacted me May 6th. We met at  
6 Perkins. I think there was some other discussions  
7 in there, but we -- he said we needed to get it  
8 resolved. We met at Perkins. We -- he said I  
9 didn't have an easement. I proved I did. We signed  
10 that.

11 And -- and -- oh, before that, um, Chad from  
12 the railroad, Chad Rob or Rube, he came out and he  
13 said, "We need to know how we can get across your  
14 property." It was a very wet year. So to go across  
15 from -- from this point down to here, to go across,  
16 you couldn't get it -- you couldn't just drive  
17 across it. It was very wet, very wet.

18 But Chad came out, and we -- we took -- he put  
19 on his GPS, he put the whole route from the big  
20 white house at the corner there in Fort Pierre up  
21 past the Casey Tibbs Center down here and down here  
22 so all of his people would know where to go. I went  
23 with him on that ride. We agreed on the route.

24 Like I said, this was a big bog hole. The only  
25 delay there was it was too wet for them to put in a

1 road. That wasn't -- that wasn't because of me. It  
2 was too wet for them to make that access road. As  
3 soon as they are able to make that access road, they  
4 came in and started doing that. I allowed them to  
5 do that. They came in and started putting that in.  
6 They even tore out a little piece of a hill here to  
7 do that. I was in agreement with them on all of it.  
8 I did not hold them up at that time.

9 Q So the yellow mark on that map is -- there was  
10 nothing there on May 10th of 2019?

11 A Correct.

12 Q But this is where you agreed with the railroad to  
13 put the road?

14 A I agreed with them to put it there for their access  
15 to their railroad. It was solely for their -- for  
16 their convenience. It wasn't a road for my  
17 convenience. It was solely for their convenience,  
18 and I agreed to it.

19 Q And it was to repair the bridge over the Bad River?

20 A Yes.

21 Q Okay. Was there any talk about permanent access,  
22 permanent public right-of-way --

23 A No.

24 Q -- during any of these discussions?

25 A No, there never was.

1 Q And so in the contract it was for sort of a  
2 one-and-done project?

3 A Right.

4 And I forgot to mention that when the  
5 contractor came out there, when he came back after  
6 he had put the equipment on there, when he came back  
7 he said -- I said, "You know, they're going to come  
8 across my property and do I get something out of  
9 it?" "Yeah." And he showed me, "We're going to put  
10 a weir in. We're going to protect that, that weir  
11 we've been talking about."

12 So the first day that the contractor was there,  
13 he promised that a weir would be in to not only save  
14 the railroad, the trestle, but to also stop the  
15 erosion on my property. He showed me the map that  
16 first day.

17 Q Okay. So I'm going to jump forward and then go back  
18 to our timeline.

19 When you received information from me that the  
20 railroad wanted to purchase this access road, was  
21 that the first time, and we're talking this year,  
22 was that the first time you'd ever had an offer to  
23 purchase?

24 A Yes, it was.

25 Q Okay. And do you remember how much they offered



1           you?

2    A       I believe it was 12- or \$15,000.

3    Q       Okay. And the commissioners have the exhibits, but  
4           you declined their offer, correct?

5    A       Yes, I did.

6    Q       Why?

7    A       The railroad made promises from day -- besides  
8           bullying me and threatening me, they made promises  
9           from Day 1 that were never fulfilled. They told me,  
10          for -- well, for one thing, they told me there would  
11          always be somebody on hand if I had questions during  
12          the construction period. There were -- days and  
13          weeks went by when nobody was there.

14                 I did also, in the beginning or some point in  
15                 there, I did contact the office in Rapid City and  
16                 asked for somebody to call me when I was getting  
17                 frustrated. "We'll have somebody call you right  
18                 away." I said, "They're not following through.  
19                 There's nobody here." He said, "I'll have somebody  
20                 call you." Nobody called me.

21                 So I called Chad who was then the one that I  
22                 was supposed to contact. I had a number of people  
23                 here. I had Shawn Engel. Then I had Chad Rube.  
24                 And I had Tim Poluch, but he didn't have any  
25                 authority. They never had a consistent person on

1 site to answer my questions.

2 Q Have you ever met Mr. Wiseman --

3 A No, I have not.

4 Q -- who is here today? Have you ever talked to him  
5 on the phone?

6 A I talked to somebody in his office. And whoever it  
7 was said they would have somebody get ahold of me.  
8 Nobody contacted me. But I did then, in a few days  
9 I contacted Chad and said, "We need to talk."

10 Q But you heard Mr. Wiseman testify that he was  
11 standing on the bridge when it failed. You didn't  
12 ever meet him?

13 A I never met that man, no. And when the bridge  
14 failed, I was sending pictures to Shawn Engel  
15 saying, "This is getting bad. We need to get  
16 something done."

17 At one point the trestle was swaying back and  
18 forth like this. And -- and Shawn Engel said,  
19 "Please keep sending me pictures. Please keep me  
20 updated," which I did.

21 Q So I'm going to take you back to the timeline. You  
22 have the contract. The railroad successfully  
23 completes this work on their bridge, correct?

24 A Right.

25 Q Did they fulfill the terms of the contract in your

1 opinion as to what they were going to do for you?

2 A No, they did not.

3 Q Okay.

4 A Because they needed -- they needed dirt, they dug a  
5 huge hole right off the right-of-way on the east  
6 side of the railroad, a huge hole. They've got a  
7 50-foot right-of-way on each side of the railroad.  
8 They went completely off the right-of-way, dug a  
9 huge hole to try to put the -- put the pillars in,  
10 or whatever they call them, to put the new trestle  
11 in, they dug a huge hole. They, um, they promised  
12 that it was going to be filled in and brought up to  
13 the same elevation it was. It wasn't. It's a big  
14 hole.

15 Chad promised me that -- I said -- at some  
16 point in here I said, "This is a -- they're making a  
17 big mess." Um, I said, "That's a lot of dirt." And  
18 he said, "Everything looks bad during construction."

19 But on June 1st I sent Shawn Engel a series of  
20 photos and I said, "It's still swaying and tipping  
21 today." And then -- and then Chad came on the -- on  
22 the project. They said, "Oh, he'll be a good guy.  
23 He'll keep -- keep track. He'll be doing  
24 everything."

25 The contractors came in and threw trash on my

1 property. And did I complain about that? Yes, I  
2 did. They were going by my house, pulling off of  
3 the road, nowhere where they were to be working,  
4 pulling off on my grass, cleaning out their pickups  
5 there. I don't --

6 Q Every time someone would go to do this work --

7 A They had to go by my house.

8 Q -- they went by your house?

9 A Yes.

10 Q So when you heard testimony about you requesting  
11 five miles an hour, that's true?

12 A That's true. And I did request dust control, and  
13 they did do that.

14 Q Okay.

15 A That's two things that are correct.

16 Q How -- what's the state of the road they built today  
17 --

18 A Okay, they told us that that --

19 Q -- almost two years later?

20 A Yeah. They told us that that would be a  
21 state-of-the-art road. Well, the road they put,  
22 they hauled in the dirt and put gravel on it. They  
23 put a fabric on top of it to apparently keep the  
24 gravel from moving. The fabric has never been  
25 trimmed. There are big chunks of fabric, this

1 plastic fabric blowing all over the property. The  
2 fabric hangs off the side of the road into the  
3 gravel. You cannot maintain the road. If you  
4 wanted to take a drag down it and level it out, you  
5 cannot do that.

6 There are places where they've put in culverts  
7 for the water to go through that -- to my knowledge,  
8 water has to run downhill, not uphill, so they're  
9 not very good culverts.

10 They -- they have -- they have never -- they  
11 never did brought that, put that road up like it's  
12 supposed to be. They said it would be a nice road.  
13 It's not. There's fabric blowing all over.

14 Q This is not a paved road?

15 A This is not a paved road. But before -- before the  
16 road was put in and I granted access for them to put  
17 it in, it was a pasture. And we went across it with  
18 horses or four-wheelers or our pickup. We didn't  
19 need the road.

20 So -- and -- and we also changed -- we had  
21 gates. Because we'll have livestock there, we had  
22 gates that we told them there would be two gates  
23 they had to go through. But during the time they  
24 were working on the road we were very agreeable. We  
25 left the hot wire down if we could. It was almost

1 always open.

2 Um, we left the other gate open. We tried to  
3 move the livestock to where it was easy access for  
4 the contractors to get in. I mean, they'd back down  
5 the road and then instead of backing down the road  
6 and into my driveway to turn around, they'd back off  
7 on the grass. And did I have a problem with that?  
8 Yes, I did.

9 Q And you let the railroad and the contractors know of  
10 your concerns?

11 A Yes, I did.

12 Q And ultimately you had to hire -- um, you hired me.  
13 Did you hire another lawyer before me?

14 A I contacted another attorney, but he didn't feel  
15 like he was able to handle it, so I -- then I  
16 contacted you.

17 Q Okay. And how long ago did you hire me,  
18 approximately?

19 A This -- this year, I believe. I'm not sure.

20 Q Well, it's 2021.

21 A 2020, the beginning of 2020. Because by the end of  
22 '19 we still hadn't had our issues resolved. They  
23 needed dirt to fill in the hole and -- and to -- to  
24 put a crossing across because they had to get from  
25 the west side of the trestle -- once they came down

1 this road, they had to get from the west side of the  
2 trestle to the east side of the trestle to do their  
3 work. Because all of this -- all of this caved off  
4 clear back to here. All of this ate away up into  
5 here.

6 So they had to come -- they put in a crossing  
7 here to get across. So they took dirt for that  
8 crossing and dirt for here. They came over here and  
9 tore out a big area, a big hole, partially to put in  
10 the pillars and then to get over. But they were  
11 working on both sides of the railroad down here  
12 then. They were on both sides of this. They were  
13 way off the right-of-way. They came over, put a  
14 crossing here, brought in -- put down a lay-down  
15 area, or whatever you call it, with gravel, and  
16 parked all of their trucks, their equipment and all  
17 the things they needed to repair the trestle.

18 Q Okay.

19 A They had all of that.

20 And then once they got done, they moved -- the  
21 new crossing they're talking about, I asked them if  
22 they would move that crossing up to probably  
23 approximately here and leave it in. And they agreed  
24 to that. I asked them if they were going to do  
25 that, I wanted a -- I wanted a permanent easement so

1 they just couldn't come in and say no.

2 Um, when they were doing this, there was a --  
3 there was a hill right in here. That's where they  
4 took the \$20,000 worth of dirt from. They took  
5 \$20,000 worth of dirt. They paid for it. Tom asked  
6 them to give load tickets on it because he's worked  
7 construction. They never provided us with any load  
8 tickets.

9 They took that -- that amount of dirt, the  
10 first amount of dirt. Then they needed more dirt.  
11 So they were going to -- I said, "No." That -- here  
12 I was not in agreement. I said, "No. We don't need  
13 to give them anything else." They paid for the  
14 first part of the dirt. And I said, "No." Tom  
15 said, "They're either going to -- they're going to  
16 buy it somewhere else or come down across here, just  
17 sell them the rest of the dirt." Chad, Tom and I  
18 had that conversation in the middle of the railroad  
19 track, Chad from the railroad.

20 So we agreed to sell them more dirt. The first  
21 dirt was --

22 THE WITNESS: How much was it?

23 Q (By Mr. Burns) Well, you're testifying --

24 A Right.

25 Q -- so you just --



1 A Yeah. So we got paid for the first half of the  
2 dirt. But they agreed to an additional amount of  
3 dirt, the same amount of dirt, which we don't know  
4 exactly because we never got load tickets, they  
5 agreed to a second amount of dirt.

6 The dirt they talk about hauling to the corral  
7 was out of there, so they could -- they could  
8 deduct, um, three loads that they hauled up here to  
9 the corral if they'd like, because that's what they  
10 hauled up to the corral.

11 And the other thing, they talk about fixing  
12 a -- a spring. Right here before you get to our  
13 house, we had a water break, so that road, the  
14 culvert was washed out. The railroad needed to get  
15 their truck -- the contractor needed to get their  
16 trucks down there to start work. We had talked with  
17 a contractor about fixing that water leak, fixing  
18 that culvert. We could barely get over it with a  
19 car, but to take trucks over it was impossible. So  
20 the railroad agreed they wanted, the contractor for  
21 the railroad wanted to fix that culvert so they  
22 could get in there right away, which we agreed to.  
23 It would have been about here.

24 So they fixed -- they put that cul- -- we fixed  
25 the water leak. They brought the -- they put the

1 culvert back in. But that was done to, for their  
2 convenience so they could get in there sooner and  
3 get to work on this road. So there again, we -- we  
4 worked with the railroad.

5 Q Okay, let me -- let me direct you back to our  
6 timeline.

7 A Okay.

8 Q So we're not here to fight about what was or wasn't  
9 done --

10 A Okay.

11 Q -- on the contract, right?

12 A Okay.

13 Q But --

14 A Right.

15 Q You agree, right? This is a different --

16 A Yes.

17 Q -- proceeding on the -- on the taking of the access  
18 road for the railroad or for public use?

19 A Yes.

20 Q But the reason I'm asking you about that is to give  
21 a background on your interactions with the railroad.  
22 And when they left your property and took their  
23 equipment and were done with their completion of  
24 their project to their satisfaction, how were you  
25 left feeling?

1 A They did not care one thing about me or my property.  
2 They left. I told them, "Before you leave here, I'm  
3 not going to allow the railroad, the last of the  
4 railroad equipment," I told Chad, "I will not  
5 allow -- nobody has been here from the railroad to  
6 look at what they've done. Nobody has been here to  
7 talk to me on a daily basis like they said they  
8 would." So I said, "Because of that, the railroad  
9 can't move their property, their equipment off of  
10 here until the railroad comes down here and talks to  
11 me." So the contractor just drove it off.

12 Q Okay. So back to the timeline of having to get  
13 lawyers involved, um, it's been an expensive  
14 endeavor for you?

15 A Yes, it has been.

16 Q Okay. And ultimately you had to file an arbitration  
17 under the terms of the contract, correct?

18 A Yes.

19 Q The railroad didn't file an arbitration against you,  
20 right?

21 A Correct.

22 Q Because they had what they wanted out of the  
23 contract?

24 A Correct.

25 Q So because the contract calls for arbitration of all

1 disputes, you couldn't go to court, correct?

2 A Correct.

3 Q Right. And so ultimately you filed an arbitration  
4 and that's pending, right?

5 A Correct.

6 Q And do you know when the final hearing in that case  
7 is?

8 A Sometime in October.

9 Q Okay. And there's an arbitrator. It's a private  
10 dispute resolution process, but it's outside of  
11 court, correct?

12 A Yes.

13 Q All right.

14 Did you -- once you hired me, you didn't  
15 undertake any direct communication with anybody,  
16 right?

17 A No. I have not talked to anyone.

18 Q Okay. Are you -- tell the Commission what you  
19 directed me to do in terms of negotiating or trying  
20 to resolve this dispute before filing an  
21 arbitration. We're talking about the other contract  
22 dispute.

23 A We have contacted them asking for payment of the  
24 dirt, the second half of the dirt, for fixing the  
25 road and re- -- fixing the fabric so it's not

1 hanging off of the edges of the road, picking --  
2 cleaning up the mess they made putting the road in,  
3 and the -- and the dirt in the road.

4 And other than that, and then they also, where  
5 they put that lay-down area on the east side of  
6 the -- of the railroad, they said something about  
7 good topsoil? I don't know. But they planted  
8 grass, and there's still no grass there. It's  
9 weeds. There's weeds coming in. So I wanted them  
10 to look at the fact that that grass did not grow  
11 back, so therefore I've lost pasture. And that was  
12 good pasture land. The part -- the part that they  
13 took that from was not, whatever -- whatever he  
14 testified to, not alkali soil. That was good soil  
15 with good grass. I wanted that resolved.

16 I wanted the money for the rest of the dirt and  
17 wanted the road fixed, the fabric trimmed, the  
18 fabric -- more gravel put on it to cover it. The  
19 gravel -- the fabric sticks up through the gravel.  
20 Those are the things I requested to be done.

21 Q Okay. So you made it clear through me what would  
22 resolve the case with the railroad?

23 A Yes, I did.

24 Q And what was the railroad's response generally?

25 A Nothing.

1 Q At one point did the railroad, through different  
2 lawyers, suggest that we meet out at your property?

3 A Yes.

4 Q And did I travel to Fort Pierre for that meeting?

5 A Yes, you did.

6 Q And did that meeting happen?

7 A You and Tom and I were there. The railroad did not  
8 show up.

9 Q Okay.

10 A And I believe they contacted you after you'd left  
11 Minneapolis.

12 Q Okay.

13 Subsequent to that, the railroad retained  
14 different legal counsel, right?

15 A Yes.

16 Q And you're aware of our dealings, my dealings on  
17 your behalf with them?

18 A Yes, I am.

19 Q Okay.

20 On Exhibit 5 that the railroad submitted, and  
21 it was admitted into evidence, is an April 7th  
22 e-mail that you've seen where counsel for the  
23 railroad made you an offer to purchase your, this  
24 access road, right?

25 A Yes.

1 Q So back to our timeline, this is the first you've  
2 ever heard of a purchase of that?

3 A Yes, it is.

4 Q Okay. At that time were you fearful of an eminent  
5 domain proceeding?

6 A Yes, I was.

7 Q Okay. And why did you say no to their \$15,000  
8 offer?

9 A I wrote you a letter which you forwarded to their  
10 counsel that said that there were reasons that I  
11 wouldn't. One was that I never got paid for the  
12 dirt. One, they never came in and fixed the road.  
13 Like they never -- never once did the railroad  
14 operate in good faith, not one time in all of my  
15 dealings with them, never once in good faith. They  
16 would say things and --

17 Q So Exhibit 6 is the one where I copied and pasted  
18 your response --

19 A Yes.

20 Q -- so I could be real clear and send it to the  
21 railroad?

22 A Yes.

23 Q Okay. In that e-mail, which is Exhibit 6 for the  
24 commissioners, the railroad's exhibit, it says: We  
25 are eager for and welcome an inspection, which

1 should have been done upon completion of the project  
2 as specified.

3 Is -- by that did you mean there was never a  
4 final walk-through or inspection?

5 A That's correct.

6 Q They just left?

7 A They just left.

8 Q Okay.

9 A They would not answer phone calls.

10 Q And they left in the summer of 2019?

11 A Yes. I -- I don't -- yes, in the summer of 20-- --  
12 as soon as their work was done, they left.

13 MR. KINSELLA: November.

14 A They had -- they had some people come down and do  
15 some finish-up work. They put a little bit of fence  
16 in for the crossing along their right-of-way.

17 Q (By Mr. Burns) Okay. Well --

18 A But then -- but that was the last -- the last people  
19 there were the people that the contractor hired to  
20 put in the fence. The railroad never showed up.

21 Q Okay. Well -- and I'm -- I understand you maybe  
22 don't have exact dates, and I want you to testify  
23 from your memory. Did anything happen in 2020 as  
24 far as a meeting with the railroad, a mediation,  
25 negotiations that you're aware of?



1 A No.

2 Q Okay.

3 So you testified in this April 7th letter you  
4 denied it. To your knowledge, was there any  
5 follow-up negotiations?

6 A Not to my knowledge. Not through me.

7 Q Okay. Um, and it's true you didn't make a  
8 counteroffer, correct?

9 A That's correct.

10 Q Okay.

11 A My counteroffer was: Finish what you started.

12 Q Do the things in my e-mail?

13 A Right.

14 Q Okay.

15 In April of 2019 were there other bridges  
16 across the Bad River or crossings that were having  
17 trouble?

18 A To my knowledge there were. There were crossings  
19 down by Wendt that the -- there was a lot of talk  
20 about bridge crossings washing out. So I -- to the  
21 best of my knowledge, mine was not the only bridge  
22 that was washed out.

23 Q The railroad has submitted an affidavit of Travis  
24 Jordan which you've seen?

25 A Yes.

1 MR. BURNS: I don't know if this had an exhibit  
2 number, but it was -- it was the only affidavit  
3 submitted to the commission.

4 JUDGE GIENAPP: It was -- I received it, but it  
5 was not as an exhibit, just as part of the --

6 MR. BURNS: Yeah, that's fine.

7 JUDGE GIENAPP: -- file.

8 MR. BURNS: So as long as everybody knows what  
9 we're talking about at least.

10 Q (By Mr. Burns) Um, who is Travis Jordan?

11 A He represents -- he represents Rose Engineering  
12 Surveyors.

13 Q Had you ever met him before?

14 A No, I had not.

15 Q Was he involved in any way with the railroad  
16 project?

17 A No, he had not been.

18 Q And the affidavit which Counsel have stipulated to  
19 is, you know, and he's sworn under oath that it's  
20 true testimony, states that the first time he came  
21 to your home was on June 16th of this year. So that  
22 would be last week.

23 A Yes.

24 Q Okay. And do you remember that?

25 A Yes, I do.

1 Q You were actually on the phone with me when he came,  
2 right?

3 A Right.

4 Q Okay. Um, tell us what happened.

5 A He came to the door. He talked to Tom first. And  
6 he said he was there to survey the property. And I  
7 said, "No." I said, "You can't survey the  
8 property." And I feel a little bad for the guy  
9 because he's doing his job. But I said, "No. The  
10 railroad has not stood by anything they promised to  
11 do. We have something else" -- we already have the  
12 arbitration. I didn't say that. I said, "We  
13 already have ongoing issues, and the railroad is  
14 aware of them. So no, I will not allow you access  
15 to survey my property today. I'm sorry."

16 Q Okay. Did you threaten him?

17 A I did not threaten him.

18 Q And did he --

19 A He was very -- he was very nice. He left. And I  
20 felt bad for him. Like I said, "This has nothing to  
21 do with you, but they -- we have other things  
22 ongoing. You cannot survey today."

23 Q Did he say why he needed to do a survey, or did he  
24 say --

25 A No.

1 Q Did he try and -- did he contact you before this by  
2 phone?

3 A No. He came -- the first thing I knew he was  
4 coming, he came to the door.

5 Q Okay.

6 A Maybe the railroad or maybe nobody had my phone  
7 number.

8 Q Is there some amount of money that you would agree  
9 with the railroad to have access to some part of  
10 your property to do what they need to do? I'm not  
11 asking for a dollar amount.

12 A No, you're not -- the first thing they would have to  
13 do is honor their previous commitment, and then I  
14 would entertain some unknown amount of money to, for  
15 them to acquire access.

16 I don't have trouble with the railroad having  
17 access to their trestle or to their bridge. It  
18 should be fixed. I also believe when they do it,  
19 they should worry about that trajectory that just  
20 keeps eating away. They should have done that.  
21 They have all the pictures of how the trajectory of  
22 the river changed all of those years. They never  
23 did one thing to correct it. Although many times  
24 during my conversations with the railroad it always  
25 came up, "We're going to put in the weir." And I'd

1 say, "When is the weir coming? When is the weir  
2 coming? Oh, we're -- we're working on that." It  
3 was always, "We're working on that." That was  
4 railroad people that told me that and their  
5 contractor, "We're working on the weir."

6 That's what they should have done, they should  
7 have put in the weir or made some -- it's not my  
8 fault that 3.5 million, or whatever it costs, the  
9 railroad was negligent in not taking care of  
10 changing the trajectory of the river way prior to  
11 2019.

12 Q But back to my question: There is -- you're willing  
13 to work with the railroad but you weren't willing to  
14 accept 15,000, right?

15 A That is correct.

16 Q There is some amount of money that if you were  
17 offered it, you would wrap all of this dispute up,  
18 correct?

19 A Correct.

20 Q The arbitration and this?

21 A Correct.

22 Q But we never had an opportunity to talk about that,  
23 did we?

24 A No, we did not.

25 Q All right.

1           Mr. Wiseman stated in his testimony that: We  
2           try to have a good relationship with landowners and  
3           we tried to have a good relationship with her.

4   A       That is incorrect. The only one that has ever tried  
5           to have a good relationship with me was Tim Poluch.  
6           He was always willing to work, willing to  
7           compromise. He would tell me if he was going to be  
8           on the property or if they were going to be anywhere  
9           near. He always wanted to make a solution that  
10          worked for the railroad and for me.

11                 As far as -- what was -- were they willing?  
12           No.

13   Q       Well, and there was testimony that Tom threatened to  
14           shoot somebody if he saw him in town. Were you  
15           present for that --

16   A       No, I was not.

17   Q       -- alleged statement?

18   A       No, I was not.

19   Q       Do you know who they were talking about even?

20   A       No, I don't.

21   Q       Okay.

22   A       I would call that hearsay.

23                 The railroad -- the railroad or the contractor  
24           or both should have contacted me personally  
25           initially by phone, or whatever, initially before

1 they ever came on my property.

2 Q Okay. So -- and the railroad's Counsel or the  
3 commissioners might have questions for you next, but  
4 in summary, we're not here to argue to the  
5 commission that there's probably not a need to  
6 access this bridge across your property somewhere  
7 somehow?

8 A Correct.

9 Q Okay.

10 It's your position that you haven't engaged in  
11 any negotiations hardly with the railroad about this  
12 before their eminent domain proceeding; is that  
13 right?

14 A That's correct.

15 Q Okay.

16 MR. BURNS: I don't have any other questions.  
17 Thank you.

18 JUDGE GIENAPP: Why don't we take about a ten-,  
19 15-minute recess, especially for the court reporter.

20 We'll be in recess.

21 (Recess taken.)

22 JUDGE GIENAPP: We're back in session.

23 Ms. Kinsella, you're still on the stand.

24 You're still under oath. You may be seated.

25 MR. BURNS: Your Honor and Commissioners, I

1 said I didn't have any other questions, but of  
2 course being a lawyer and having a break --

3 JUDGE GIENAPP: That's always the trouble with  
4 breaks. It (unintelligible) people.

5 MR. BURNS: -- I thought of a few, um, and  
6 actually not many.

7 Q (By Mr. Burns) Ms. Kinsella, we were talking about  
8 the contract and the arbitration demand that you  
9 filed in this case that was sent to the Triple A  
10 earlier.

11 Do you remember that?

12 A Yes.

13 Q Okay. And attached to my submission to the  
14 commissioners is that contract. And attached to  
15 that is handwritten notes.

16 Do you remember giving me those notes?

17 A Yes, I do.

18 Q And do you remember why you gave me those notes?

19 A Shawn Engel gave me those because I told him -- he  
20 told me that the railroad would put things back like  
21 they were. He told me about the weir. And I said,  
22 "I want that in writing." So he gave me that in  
23 writing.

24 Q Okay. Um, and the two handwritten notes, were they  
25 given to you on the same date, same time, or are



1           they different written notes?

2    A       The -- the two notes, the two handwritten notes?

3           That's just two -- he wrote them on a piece of  
4           tablet paper and it was just two pages.

5    Q       So it's two pages of the same thing?

6    A       It's two pages of one note, yes.

7    Q       Okay. And in your opinion why are those important  
8           to be included with the arbitration filing and the  
9           contract in that case?

10   A       Because that was things the railroad promised to me.

11   Q       Okay.

12                   MR. BURNS: And I'll submit to the  
13           commissioners: I don't expect you to be able to  
14           read what's said here, and I'm not offering it so  
15           much for proof of what it says, but it's evidence  
16           that is before the commission, and I wanted  
17           Ms. Kinsella to tell you why that is. And -- and  
18           one of the things that's included in that is --

19   Q       (By Mr. Burns) Well, tell -- tell the commission  
20           from memory what was significant in those written  
21           agreements -- written pages.

22   A       That somebody from the railroad would be there to,  
23           at all times for us to contact, that they would  
24           return the property to what it was before they came  
25           through there and that there would be a weir put in

1 to protect the property and the railroad, my  
2 property and the railroad property.

3 Q And does it talk about a weir?

4 A Yeah, the weir. The weir would be put in to protect  
5 my property and the railroad trestle.

6 Q And did the weir ever get put in?

7 A No. They -- that was -- whenever anything happened,  
8 I would say, "What about the weir?" "Oh, we're  
9 doing these geological surveys, studies. They're  
10 doing geological studies. Yeah, the weir is still  
11 in there." Until -- until they left they told me,  
12 "The weir is still -- we're still talking about the  
13 weir. The weir is going to be put in."

14 Q Well, is the point of the weir to prevent more  
15 erosion?

16 A Yes. Like I said previously, you can see how remiss  
17 the railroad was in taking care of their property  
18 because they talk about the damage, but if you look  
19 at their own maps of the change in the trajectory of  
20 the river, you can see exactly what it was going to  
21 do. And they were talking to me about putting in a  
22 weir three years before they came out there to work  
23 on their trestle. But their own maps show that they  
24 were watching the trajectory of the river long  
25 before that, and they should have done something

1 long before they did. I didn't keep them from -- I  
2 didn't slow them down. They --

3 Q And the river ultimately did what you conceived was  
4 going to happen?

5 A It did. And the river was very high. When they  
6 started -- after they got the road in, I didn't hold  
7 them up from working on their trestle. The river  
8 did. The river was high.

9 And, in fact, another thing I just remembered:  
10 At some point after the trestle was swaying back and  
11 forth like this, which I sent pictures to Shawn  
12 Engel, I kept him updated with all of my photos  
13 showing him what was happening and said, "They need  
14 to do something." I don't know where I was going  
15 with that. Um --

16 Q Well, I think you were making the point that you  
17 were -- every- -- everybody was out front of it.

18 A Right.

19 Q It wasn't just all of a sudden.

20 A Everybody knew what was happening, and -- but  
21 they -- oh, so before they got to the point where  
22 they came in and did the big excavation, they  
23 finally started coming down the railroad tracks,  
24 backing up with a little dump truck and dumping  
25 riprap over the side of the bridge. They could have

1 started that weeks before they did. They -- they  
2 could have -- if they could do that when the trestle  
3 was swaying like this, they could have done it weeks  
4 before. They could have come right down there,  
5 backed in and dumped in some riprap to save it. I  
6 didn't stop them from doing that either.

7 Q All right. Also attached to the submission in your  
8 defense in this case is an e-mail from, well, it's  
9 an e-mail with my name on it, but it's an email from  
10 you to a gentleman named Rob at ExtremeJustice.com.  
11 That's a different lawyer you were talking with?

12 A Oh, I believe --

13 MR. BURNS: May I approach, Your Honor?

14 JUDGE GIENAPP: Yes.

15 A I think that is -- I was looking for an attorney.  
16 Oh, no, no. Okay. I'm sorry. Yes.

17 Q (By Mr. Burns) Does that refresh your memory?

18 A Yes. That --

19 Q Okay.

20 A Yes. This --

21 Q The commissioners have that.

22 What -- what was this? It's --

23 A Okay, that -- that is an attorney that I have some  
24 other matters with, and he didn't -- he actually  
25 handles my mom's matters, and he did -- I did

1 contact him first about representing me in this, in  
2 the arbitration, or before the arbitration.

3 Q And that appears to be all of them?

4 A And he didn't feel comfortable.

5 Q I'm sorry?

6 A He didn't feel comfortable and he was too busy. He  
7 just started a new practice. But I did contact him  
8 first.

9 Q And it's essentially a two-page outline of your  
10 issues with the railroad on that contract, right?

11 A Yes, it is.

12 Q And then after that is a copy of the demand for  
13 arbitration that we submitted to Triple A?

14 A Yes.

15 Q And that's a process where you have to actually pay  
16 money to have disputes resolved, right?

17 A Yes.

18 Q All right.

19 And the last exhibit, which the commissioners  
20 have also, or attachment to that submission, is  
21 Mr. Williams' e-mail. We received that  
22 contemporaneously, the offer to purchase, and I put  
23 that in our submission acknowledging that we  
24 received that offer to purchase?

25 A Yes.

1 Q All right.

2 MR. BURNS: I'd ask that the Commission and the  
3 Hearing Officer admit the exhibits attached to our  
4 submission, understanding that Counsel isn't  
5 agreeing to the handwritten notes, but we'd still  
6 offer them as exhibits.

7 MR. WILLIAMS: Can we stipulate with that  
8 reservation that it's our position that handwritten  
9 notes are not part of the contract?

10 JUDGE GIENAPP: Yeah, I'll -- I'll receive the  
11 documents, um, without recognizing that the railroad  
12 says they're not part of the contract -- or their  
13 position is they're not a part of the contract. And  
14 I or the Commission aren't making a ruling as to  
15 whether or not they're a part of the contract.

16 MR. BURNS: I understand. So they are admitted  
17 into evidence though?

18 JUDGE GIENAPP: Right.

19 MR. BURNS: All right. Thank you, Your Honor.

20 JUDGE GIENAPP: And if it's okay with Counsel,  
21 rather than giving another copy to the commission, I  
22 can -- I've got a copy of them with the submission  
23 to me, and I can break those out and maybe put them  
24 in as Exhibit A for the Kinsella side of things.

25 MR. BURNS: That's fine. So it's the packet

1 that the commission already has.

2 JUDGE GIENAPP: But the commission already has  
3 those documents.

4 MR. BURNS: All right. Thank you.

5 JUDGE GIENAPP: Mr. Williams?

6 CROSS-EXAMINATION

7 BY MR. WILLIAMS:

8 Q Good afternoon, Ms. Kinsella.

9 A Good afternoon.

10 Q So I want to touch base first and talk about the  
11 timeline that you testified to. Is it your  
12 testimony that no one from the railroad had any  
13 contact with you in March of 2019?

14 A That is correct.

15 Q Okay. And what about the contractor from the  
16 railroad, Mr. Johnson; is that correct?

17 A That is correct.

18 Q Okay. Did you have a conversation with Andy  
19 Johnson, the contractor, on April 4th?

20 A When he brought the -- when he brought the equipment  
21 to my place.

22 Q It's your testimony that there was not any previous  
23 conversation --

24 A No previous conversation.

25 Q Okay.

1           Um, one of the things that you talked about was  
2           you discussed having a weir put in by the railroad,  
3           correct?

4   A       When Mr. Johnson came down there, the one day he  
5           brought the piece of equipment, I think an excavator  
6           down there and put it on -- I believe I called him  
7           and then he came down there. And when he came down,  
8           he handed me a printed copy of a map similar to  
9           what, the ones with the trajectory of the river on  
10          it. He handed me a map and he said, "The railroad  
11          is going to put in a weir."

12   Q       Okay.

13   A       "It'll save their trestle and it'll save your land."  
14          And he handed me that copy.

15   Q       Now, you signed a contract with the railroad on  
16          May 10th, correct?

17   A       Yes.

18   Q       And the representations made in that handwritten  
19          note, they're not included in the contract, correct?

20   A       No, they're not part of the original con-, of the  
21          legal contract.

22   Q       And that -- that contract states that, on the second  
23          page, that this agreement contains the entire  
24          understanding among the parties; is that correct?

25   A       That's correct. May I comment?



1 Q Well, I'd -- I'd like --

2 A Okay.

3 Q -- to stay focused on my questions.

4 A Okay.

5 Q Okay. So there's nothing in the contract about  
6 installing a weir?

7 A No.

8 Q Do you know if the railroad even has the legal  
9 ability to install a weir in a waterway in this  
10 state?

11 A I don't know, but I was shown pictures.

12 Q Okay.

13 Now, this should be pretty straightforward, but  
14 I assume you have access to your property currently;  
15 you can go out there and walk around on it?

16 A Yes, I do. It's my property.

17 Q Yep. And as part of this, if you wanted to, you  
18 could take pictures of your property?

19 A Yes, I can.

20 Q RCPE recently sent a surveyor out there last week,  
21 correct?

22 A Correct.

23 Q And you denied him access to go out there and  
24 inspect or take pictures and -- and draw maps?

25 A Correct.

1 Q Okay. So RCPE does not have the ability to go out  
2 to your property and take pictures of the current  
3 condition of the -- of the road or the other areas  
4 in dispute?

5 A They could come right down the railroad track, and  
6 from the railroad track they could probably zoom in  
7 and take pictures.

8 Q Now, you -- you --

9 A Or they could ask permission to come down there. I  
10 have -- I was told they would come and inspect  
11 periodically during the work, and I was told they  
12 would come and inspect at the end of the work.

13 Q Okay.

14 A Repeatedly they have been told, "We would like to  
15 have the railroad come have an inspection and see  
16 what was actually done instead of having to rely on  
17 my word or my pictures." We welcomed that.

18 Q Okay.

19 Now, you've made some representations about the  
20 condition of the road or the dirt or some other  
21 visual aspects that you have claimed that the  
22 railroad hasn't met its burden or duties on,  
23 correct?

24 A Correct.

25 Q But you haven't produced any -- any pictures or

1 anything like that showing its condition?

2 A Not today. I have pictures. I didn't present them  
3 today because I have those for my arbitration.

4 Q Okay.

5 And you testified that railroad never acted in  
6 good faith in regards to you, correct?

7 A That is correct.

8 Q But when you had complaints, when you raised  
9 complaints about the dust or the speed limit, the  
10 railroad addressed those quickly?

11 A Those were the two things they did. Three things  
12 they addressed quickly. They addressed the dust and  
13 they addressed the speed. And when I told them the  
14 contractor was throwing trash cleaning out their  
15 pickups across from my house, they addressed that.  
16 They addressed those three issues quickly. But  
17 overall, no. That was the only issues they  
18 addressed.

19 Q Okay.

20 And is it correct that they also conducted  
21 services that weren't required by the contract?

22 A They -- they fixed the -- where -- where they called  
23 it a spring, it isn't a spring. It was a water --  
24 we had a water break. And we were, had a contractor  
25 coming to fix the road. The culvert was out. We

1 had a contractor coming to fix it. The railroad  
2 offered to fix that because they figured their  
3 contract-, or the contractor did, figured they could  
4 fix it faster to get your trucks down there to the  
5 trestle faster. That was done for the railroad. I  
6 could still get across it, but big trucks hauling  
7 gravel couldn't get across it.

8 Q Okay. And you heard Mr. Wiseman testify about a  
9 number of different things that he stated that the  
10 railroad did in --

11 A Yeah. They put -- they put three loads of gravel in  
12 the driveway because of all of the inconveniences  
13 they charged us -- caused us, they volunteered to  
14 put three loads of gravel in my driveway.

15 And the other thing was the dirt he talked  
16 about, all of that dirt they hauled to the corral,  
17 that was from the second half of the dirt which they  
18 never paid for. And they took that across the field  
19 and took it to our -- to our corrals. That was  
20 three loads of dirt. That's a long ways from the  
21 amount of dirt they took.

22 Q How --

23 A They did do that. And that could be deducted from  
24 what they owe me for dirt.

25 Q How much were you paid for the dirt, ma'am?

1 A I believe it was \$40,000.

2 Q Okay.

3 A And there was to be an additional \$40,000, which  
4 we've never seen one penny of.

5 Q Okay.

6 A But they can deduct those three loads that went to  
7 the barn from that.

8 And we were never given weight tickets. We  
9 asked repeatedly for weight tickets. We were told  
10 we would get weight tickets on the dirt, and we  
11 never received one weight ticket.

12 Q Now, separate from this eminent domain hearing, you  
13 have an arbitration proceeding --

14 A That is correct.

15 Q -- with RCPE, correct?

16 A That is correct.

17 Q Okay. And this arbitration hearing, it involves  
18 payment for dirt and the construction of the road;  
19 is that fair?

20 A The things that I've asked to be corrected are  
21 payment of the dirt, correction of the road and  
22 brought up like it should be. And then where they  
23 took the great big excavation way off the  
24 right-of-way on the east side of the railroad, that  
25 that -- that was supposed to be re-seeded and come

1 back to grass and it didn't. It was supposed to be  
2 brought up to elevation and it wasn't.

3 Q Okay.

4 The arbitration, it doesn't have any  
5 involvement, though, with the purchase of your  
6 property or the eminent domain hearing, correct?

7 A The arbitration and the eminent domain are separate  
8 things, is that what you're saying?

9 Q Yes, ma'am.

10 A Yes, that's correct.

11 Q Okay.

12 Now, in April of this year you received an  
13 offer for the purchase of the access road and a  
14 small lay-down pad.

15 A Yes, I did.

16 Q Okay. And to your understanding that property is  
17 slightly less than one acre?

18 A To me it doesn't matter how much that property is.  
19 What -- what my problem with it is -- it's not the  
20 exact amount, which would have to be surveyed and  
21 which would have to be appraised and all of that.  
22 That's not my problem. My problem is with the  
23 untruths that I've been told by the railroad  
24 continually and by, no acts of good faith on the  
25 part of railroad, absolutely none.

1 Q Okay. And this offer, though, for this property,  
2 the access road and the lay-down pad, was \$15,000;  
3 is that your understanding?

4 A That's correct.

5 Q Okay. Um, and that same day you rejected the offer  
6 from RCPE, correct?

7 A Correct.

8 Q Okay.

9 I'm going to hand you what's been marked as  
10 Exhibit 6 to refer you to that. And is that your  
11 response --

12 A Yes, it is.

13 Q -- to the railroad's offer? Okay. Now, in that  
14 response did you state that you had no desire to  
15 enter into any agreement with RCPE until it honors  
16 its prior commitments?

17 A That is correct.

18 Q Okay. And you outline what the previous commitments  
19 were in the --

20 A Yes, I did.

21 Q It's the exact same things that are subject to the  
22 arbitration?

23 A Correct.

24 Q Okay.

25 Now, this arbitration demand that you filed,

1           you've listed a monetary value for those claims as a  
2           hundred thousand dollars; is that correct?

3   A       That's correct.

4   Q       Okay. So --

5   A       Which is separate from this hearing.

6   Q       Yes, ma'am.

7           So your response to RCPE's offer to buy one  
8           acre of your property was that you would not be  
9           willing to discuss it unless RCPE first paid you a  
10          hundred thousand dollars for this unrelated issue?

11          MR. BURNS: Objection. That misstates --

12   A       That's --

13          MR. BURNS: -- what the e-mail says.

14          THE WITNESS: That's right. Correct.

15          JUDGE GIENAPP: I overruled. She can answer.

16   A       What you said is incorrect.

17   Q       (By Mr. Williams) Well, help me explain it. You --  
18           you valued the -- the arbitration at a hundred  
19           thousand dollars, correct?

20   A       That's separate. There's no dollar amount on here.

21   Q       I understand, but those items in that e-mail that  
22           you say need to be fixed --

23   A       Okay, that's separate -- the arbitration is separate  
24           from this. There's no mention of the hundred  
25           thousand dollars on here, okay?



1 Q Okay. I'm just trying to figure out what -- what  
2 your counteroffer was essentially. Now, we can  
3 agree that the items that you say need to be  
4 addressed are the exact same items that you bring in  
5 your arbitration, correct?

6 A Correct.

7 Q Okay. And in your arbitration you value these same  
8 items at a hundred thousand dollars, correct?

9 A Correct.

10 Q Okay. And you're saying --

11 A But why is that your business? You're not in on my  
12 arbitration. And you had num- -- the railroad had  
13 numerous times to come and meet with us at my place  
14 and discuss the resolution of these matters and you  
15 refused. In fact, we already -- we had people --  
16 times when -- we had a time when my attorney came  
17 from Minneapolis to meet with the railroad, and  
18 you've never met with us. So I guess I don't  
19 understand how my arbitration would be any of your  
20 business because -- other than the fact that the  
21 reason I don't want to deal with you people is  
22 because you haven't kept your word on the first  
23 thing where we had an agreement.

24 MR. BURNS: Just to be clear, Ms. Kinsella,  
25 Mr. Williams is the same attorney in both cases.

1 THE WITNESS: Okay. Thank you.

2 Q (By Mr. Williams) So is it correct that to date you  
3 have not provided a separate counteroffer other than  
4 that RCPE has to address all of those issues that  
5 you valued separately at a hundred thousand dollars  
6 prior to negotiating access to the land?

7 A That is correct.

8 Q Okay.

9 Now, I want to touch base quickly about the  
10 surveyor that attempted to come out last week. He  
11 tried to come out on, was it the 16th? Is that  
12 correct?

13 A The 16th.

14 Q Okay. And at that time you told him that he wasn't  
15 permitted to access the property?

16 A I said, "You're not permitted to access the property  
17 because the railroad and I have ongoing issues."

18 Q Okay. And I think you testified, when Mr. Burns was  
19 asking you questions, that him showing up was the  
20 first time that you had even been aware that he was  
21 coming out to see you; is that true?

22 A Yeah. He -- yes.

23 Q Are you aware of any communications between myself  
24 and your attorney about the -- about the surveyor  
25 coming out that week?

1 A Okay, I think -- I believe that Mr. Burns sent me an  
2 e-mail or a text like right before the guy showed up  
3 and said that there's, a surveyor may be showing up.  
4 That was it.

5 Q So there was some advance communications?

6 A Advance? A text message from my attorney who  
7 probably just found out and the guy showing up at my  
8 door?

9 MR. WILLIAMS: Your Honor, may I approach?

10 JUDGE GIENAPP: Yes.

11 Q (By Mr. Williams) I'm handing you what's been marked  
12 as RCPE Exhibit No. 7.

13 MR. WILLIAMS: And this has been stipulated to  
14 by the parties.

15 Q (By Mr. Williams) Can you take a moment and review  
16 that, ma'am?

17 A Okay, Patrick did get that surveyor on -- he got a  
18 message -- Patrick got the message that you were  
19 intending to have surveyor come out --

20 Q Hold -- hold on just a second, Miss.

21 MR. BURNS: Just have a look at it.

22 MR. WILLIAMS: Move --

23 THE WITNESS: Okay.

24 MR. WILLIAMS: -- move to admit this as  
25 Exhibit 7.

1 JUDGE GIENAPP: Any objection?

2 MR. BURNS: No objection.

3 JUDGE GIENAPP: Exhibit 7 is received.

4 Q (By Mr. Williams) Now, Miss, in -- in these e-mails  
5 it looks like there were communications between  
6 myself and your attorney on the 14th, 15th and 16th  
7 where I requested to verify that access would be  
8 granted to the surveyor; is that correct?

9 A That's what the e-mails say, yes.

10 Q Okay. And were you made aware of these e-mails  
11 other than on the morning of the 16th?

12 A I can't honestly answer you that. I don't know.

13 Q Okay.

14 MR. WILLIAMS: That's all I have. Thank you.

15 JUDGE GIENAPP: Do any members of the  
16 commission have any questions?

17 MR. NELSON: Larry Nelson.

18 You testified that you asked for -- for load or  
19 weight tickets. And was there a scale out at the  
20 premises?

21 THE WITNESS: No, there -- no, there wasn't.  
22 But they -- they did say they would give us -- and I  
23 don't -- I know that that conversation was between  
24 the contractor and Andy Johnson, and Andy Johnson --  
25 I mean -- I'm sorry, the contractor Andy Johnson and

1 Tom, those conversations were made there, and Andy  
2 said, "We will provide you with load tickets."

3 MR. NELSON: Can I have a follow-up, please?

4 JUDGE GIENAPP: Yes.

5 MR. NELSON: To get the weight ticket, would  
6 they have had to go to town to find a scale to run  
7 it all across and then come back?

8 THE WITNESS: I -- I honestly don't know the  
9 answer to that. Tom would know the answer to that,  
10 but I do not know that. I don't know. But I think  
11 when you're hauling so many loads of dirt and  
12 putting so much on your..., they could have at least  
13 given us, maybe not the weight but they could have  
14 given us how many loads they took out. And they've  
15 got a -- and they might have a scale on their truck.  
16 I don't know.

17 MR. NELSON: Thank you.

18 THE WITNESS: But the contractor did agree that  
19 he would get them for us and he never did.

20 JUDGE GIENAPP: Any --

21 MR. VEHLE: I hate to get into this dirt thing,  
22 but, um, the railroad said in their testimony  
23 that -- that taking the dirt up to the corral or  
24 barn or --

25 THE WITNESS: Right.

1 MR. VEHLE: -- whatever it was was the  
2 handshake tradeoff for using the second dirt. You  
3 have no recall of that?

4 THE WITNESS: That -- that is not correct. It  
5 wasn't a tradeoff for the whole half, second half of  
6 the dirt. This was three loads of dirt across the  
7 pasture to the corral.

8 And that was -- we don't -- I don't know how  
9 many loads there were, but there was a lot of dirt.  
10 It was -- that was -- that was a gesture, supposedly  
11 from the contractor, a gesture in good faith that we  
12 will haul some of this dirt up here for you. But  
13 like I said, I would be -- we would be very willing  
14 to take three loads off of the actual last half of  
15 the dirt, which would be fair.

16 MR. VEHLE: A follow-up, I'm just trying to  
17 ascertain --

18 THE WITNESS: Right.

19 MR. VEHLE: -- whether there was an agreement  
20 that: We're just going to do a trade here. Yeah,  
21 we'll get you some dirt over there, but we're going  
22 to need a bunch more dirt, too.

23 THE WITNESS: No.

24 MR. VEHLE: (Unintelligible).

25 THE WITNESS: Yeah, they took the -- they took

1 the first half of the dirt and they were done. And  
2 then they came back and negotiated for the second  
3 half of the dirt. And then off of the second half  
4 of the dirt came those three loads to the corrals.  
5 But that wasn't a -- it wasn't for the whole second  
6 half.

7 MR. VEHLE: Follow-up --

8 JUDGE GIENAPP: Yeah.

9 MR. VEHLE: -- your Honor?

10 And was the dirt that was the first batch, was  
11 that paid at a higher rate than what was agreed to  
12 initially? I thought it was like a hundred dollars  
13 and then they paid 200. Or I can't remember --

14 THE WITNESS: That -- that's -- that's what  
15 they said that that was the going rate for dirt, but  
16 it was a set amount that they agreed to pay for the  
17 first half of the dirt. It --

18 JUDGE GIENAPP: Any other questions by any  
19 members of the commission?

20 (No response.)

21 JUDGE GIENAPP: Did you have any redirect,  
22 Mr. Burns?

23 MR. BURNS: Yes.

24 REDIRECT EXAMINATION

25 BY MR. BURNS:

1 Q Just briefly, Ms. Kinsella, the arbitration that  
2 keeps coming up, there's no guarantee that you're  
3 going to get a penny from that proceeding, right?

4 A That is exactly right.

5 Q Have I promised you an outcome from that proceeding?

6 A No, you haven't.

7 Q Okay.

8 A And I've had considerable costs in both of these.

9 Q Sorry.

10 No other questions.

11 A Okay.

12 JUDGE GIENAPP: You may step down.

13 MR. FOUBERG: I've got a question. What I'm  
14 hearing is --

15 Rod, Rodney Fouberg.

16 -- that you expect a hundred thousand dollars  
17 settles the arbitration?

18 THE WITNESS: Yes.

19 MR. FOUBERG: And you won't respond to the  
20 \$15,000 offer until you get the hundred thousand  
21 dollars, that's what I'm hearing. Is that correct?

22 THE WITNESS: Can you -- I won't respond to  
23 the...? I'm not -- I'm sorry, you're saying it  
24 clear. I'm just not getting it. Could you say it  
25 again, please?



1 MR. FOUBERG: Well, but I --

2 THE WITNESS: If they offered me a hundred  
3 thousand dollars --

4 MR. FOUBERG: It's what I'm hearing, but I  
5 might not be hearing it correctly, but that your  
6 opinion is that the damages of what you're owed is a  
7 hundred thousand dollars.

8 THE WITNESS: Correct.

9 MR. FOUBERG: And you expect to get that before  
10 you will respond to the \$15,000 offer on access?

11 THE WITNESS: That is correct.

12 MR. FOUBERG: Okay.

13 THE WITNESS: You stated it very well.

14 JUDGE GIENAPP: Do you have any --

15 Q (By Mr. Burns) Well, in follow-up to that, I want to  
16 clarify, because if you answered his question  
17 correctly, then so be it, but he's asking you that  
18 until you get a hundred thousand dollars, you won't  
19 negotiate with the railroad. Is that --

20 A Oh.

21 Q -- what you're saying?

22 A No, that's not true.

23 MR. FOUBERG: I thought that's what I heard.

24 THE WITNESS: Okay.

25 MR. FOUBERG: And I thought that's what --

1 THE WITNESS: Right.

2 MR. FOUBERG: -- you just said.

3 THE WITNESS: Right.

4 MR. FOUBERG: Okay. Well, that's fine.

5 Q (By Mr. Burns) If you get half of that or zero at  
6 the arbitration, we still have this access road  
7 issue.

8 A Yes.

9 Q Depending on the outcome of this, of course.

10 You're willing to negotiate with the railroad;  
11 you just weren't willing to negotiate with them last  
12 week on the eve of this proceeding, right?

13 A Correct.

14 Q Or -- or on April 7th on the eve of the proceeding?

15 A We waited for -- waited -- we've been going through  
16 this for a couple years, and then all of a sudden --  
17 yeah, no, I'm not going to make a --

18 Q Is it fair to say the timing seemed peculiar?

19 A Yes, the timing seemed very peculiar.

20 Q Thank you.

21 JUDGE GIENAPP: Okay, you may step down.

22 You may call your next witness.

23 MR. BURNS: I call Tom Kinsella.

24 JUDGE GIENAPP: If you'd come forward and raise  
25 your right hand.

1 \* \* \* \* \*

2 TOM KINSELLA,

3 a witness being first duly sworn, was examined and  
4 testified on his oath as follows:

5 \* \* \* \* \*

6 DIRECT EXAMINATION

7 BY MR. BURNS:

8 Q Mr. Kinsella, your name and Dena's name is the same  
9 because she took your name when you got married?

10 A Yes, sir.

11 Q Okay. You've been here throughout the proceeding,  
12 and the main reason I called you was about this  
13 issue with the dirt and the loads and all of that.

14 A Yes, sir.

15 Q Can you tell us about, in your words, what was the  
16 deal with the second load of dirt? Why did they  
17 need dirt and what did you agree?

18 A The second -- the second time they got dirt was like  
19 two to three weeks after they said they were done  
20 and they wouldn't need any more dirt. And Andy  
21 Johnson came and he said, "We do need some more  
22 dirt. Can we get it from you? Dena said she didn't  
23 think so." I said, "Well, let me kick it around  
24 with her and I'll get back with you." I told him  
25 they could have dirt, and I also told him it was the

1 same price as the first dirt, which we had already  
2 been paid for. We had already gotten a check for  
3 it. The time they gave Dena the check, they had no  
4 load tickets. They have scales in their loaders.

5 I asked him about the load tickets. He said,  
6 "You'll have to give me a little time to get them  
7 together." It's been two years. I have not seen  
8 one, no -- no tickets for the -- for the first half  
9 of the dirt. And then they pulled out. And I  
10 called him on the phone and I said, "Hey, Dena wants  
11 her money. She wants paid for the second half of  
12 her dirt." He said, "You already got paid." I  
13 said, "Well, pardon me." And that's -- that's the  
14 last time -- he wouldn't answer his phone. And he  
15 said he was going to call me back and he never did.

16 Q And you heard the railroad executive testify that  
17 you allegedly threatened to shoot somebody if you  
18 saw them in town?

19 A Well, I don't know if he's talking about Andy or  
20 who, but whoever it is, I didn't threaten to shoot  
21 anybody, never.

22 In the trade deal, the first time I heard about  
23 any kind of a trade deal was that gentleman right  
24 there talking about me trading three loads of dirt  
25 for \$40,000. Because that's what the first half of

1 the dirt cost was 40,000. And he told me he was  
2 going to need as much the second time as he got the  
3 first time, Johnson.

4 Q When you say "he," you don't mean this gentleman?

5 A No.

6 Q Have you ever met Mr. Wiseman?

7 A No.

8 Q Have you ever talked to him on the phone?

9 A No.

10 Q Is there -- the commissioners and Counsel for the  
11 railroad will be able to ask you questions or the  
12 Hearing Officer, but is there anything else just in  
13 general that you feel like we've left out or I  
14 haven't asked you that you want to share with the  
15 commissioners?

16 A Well, not that I can think of right offhand.

17 Q All right. Thank you.

18 JUDGE GIENAPP: Mr. Williams, any  
19 cross-examination?

20 MR. WILLIAMS: Just one or two, Your Honor.

21 CROSS-EXAMINATION

22 BY MR. WILLIAMS:

23 Q Good afternoon, Mr. Kinsella.

24 A Good afternoon.

25 Q So you -- you obviously know who Andy Johnson is,

1 correct?

2 A Yes, sir.

3 Q He's the contractor that you all dealt with?

4 A What's that?

5 Q He's the contractor that you all dealt with?

6 A Yes, sir.

7 Q Okay. Do you recall having a conversation with him  
8 in October of 2019, um, where you guys discussed a  
9 tradeoff of obtaining dirt in exchange for hauling  
10 dirt to this corral?

11 A There was -- there was no tradeoff. I told him -- I  
12 asked him if he would load, if his loader would load  
13 my one ton. If I come down there, I wanted to haul  
14 a few loads of dirt to the corral.

15 Q Uh-huh.

16 A He said, "I'll take care of that with my -- my rig,  
17 Tom." And he hauled three loads of dirt down there.

18 Q But it's your testimony that there was not an  
19 exchange of services then for the dirt?

20 A There was -- there was no trade for dirt. It was  
21 our dirt.

22 Q Okay.

23 MR. WILLIAMS: Okay. Nothing further.

24 JUDGE GIENAPP: Any commissioners have any  
25 questions?

1 (No response.)

2 JUDGE GIENAPP: If not, you may step down.

3 You may call your next witness.

4 MR. BURNS: May I have just a moment, sir?

5 JUDGE GIENAPP: Yes.

6 MR. BURNS: I'd call Mr. Wiseman as a witness.

7 JUDGE GIENAPP: You may retake the stand.

8 You're still under oath.

9 \* \* \* \* \*

10 ROD WISEMAN,

11 a witness being previously duly sworn, was examined and

12 testified further on his oath as follows:

13 \* \* \* \* \*

14 DIRECT EXAMINATION

15 BY MR. BURNS:

16 Q Hello, Mr. Wiseman. Am I saying your name right,

17 sir?

18 A Yeah.

19 Q Wiseman?

20 A Yes.

21 Q Thank you.

22 Your -- I believe in your testimony you said

23 you took over as the, what was your title?

24 A General manager.

25 Q General manager in April of 2019?

1 A May of 2019.

2 Q So contemporaneous with this contract with  
3 Ms. Kinsella?

4 A What do you mean by that?

5 Q Well, the contract was May 10th of 2019, the same  
6 month you took over?

7 A Correct.

8 Q Were you involved in the negotiating or drafting of  
9 that contract?

10 A I was not.

11 Q Okay.

12 Have you ever had any direct contact with my  
13 client or her husband?

14 A I have not.

15 Q Okay. Have you ever attempted to call them or  
16 e-mail them?

17 A No, I have not.

18 Q Okay.

19 And how long were you with the railroad before  
20 you took over your current duties?

21 A Ten months.

22 Q Okay. So in those ten months you were aware and I  
23 think you testified you were aware of the condition  
24 of the bridge?

25 A Aware of the river.



1 Q Okay. Why did you wait until April of '19 to --

2 A We do not have the authority nor the ability to  
3 change the trajectory of a river. Okay, the  
4 railroad does not have that authorization. So when  
5 we talk about we should have went in ten years ago  
6 and changed the way the river was flowing, we do not  
7 have that ability and we don't have the authority to  
8 do it, so that becomes a moot point. I -- there's  
9 no argument there. We do not have that authority.

10 Q So your position is the railroad is reactive, not  
11 proactive; is that right?

12 A We're trying to save the bridge, yes, sir.

13 Q You're reactive to Mother Nature?

14 A No, we tried to be proactive.

15 Q The same month that it went out?

16 A No.

17 Q Well, you showed in your testimony --

18 A The bridge failed on June 1st. We took it out of  
19 service May 28th. The fact that Ms. Kinsella said  
20 that she was sending pictures, we did not need her  
21 to send pictures. We had our own. So I have  
22 access. I mean, we talked a lot about a lot of  
23 different things here and a lot of he said/she said.  
24 Okay, I have access, 6,000 pictures. I have daily  
25 updates of every single thing that the contractors

1 did. We have before; we have after.

2 You know, we talk about, you know, the road not  
3 being what it's supposed to be. The road is still  
4 there, at her request. She asked for the road to be  
5 there because we would have taken it out.

6 Q Okay. But you need --

7 A I haven't seen -- I haven't seen -- there hasn't  
8 been a --

9 Q But this is the same --

10 A There hasn't been a -- there hasn't --

11 Q -- road you want now, right?

12 THE COURT REPORTER: I'm sorry, your question?

13 JUDGE GIENAPP: Yeah, you were both talking at  
14 the same time.

15 A Go ahead.

16 Q (By Mr. Burns) This is the same road that the  
17 railroad now wants to take --

18 A Okay, let's --

19 Q -- back under eminent domain.

20 A Let's go back. We're talking about 2019.

21 Q Yes.

22 A We're not talking about 2021.

23 Q Agreed.

24 A 2019 we needed the road. We needed the access.

25 When we were done, like we do with every other

1 landowner, and I gave the example of the issue that  
2 we have in Boulder right now where this gentleman  
3 wanted the road left. The Kinsellas were given the  
4 option, "Would you like the road, or do you want it  
5 tore out?" The road is still there in 2021.

6 Q Right. And my follow-up question is: In 2021  
7 you're now asking this commission to grant you a  
8 public permanent right-of-way on the road that you  
9 constructed, right?

10 A Correct.

11 Q Okay. So that's helpful to the railroad?

12 A Absolutely.

13 Q And --

14 A It's helpful --

15 Q -- your testimony --

16 A It's helpful for -- it's also helpful for interstate  
17 commerce. It's helpful for the economy of South  
18 Dakota. That railroad keeps hundreds and hundreds  
19 of people employed.

20 Q Okay. And you testified that the railroad  
21 transports \$200,000 of --

22 A Give or take, depends on the day.

23 Q Okay. And -- and the railroad is a for-profit  
24 company; is that right?

25 A Yes, sir.

1 Q Okay. And all of your officers are outside of the  
2 State of South Dakota?

3 A No.

4 Q Okay. Which officers are in the State of South  
5 Dakota?

6 A Me.

7 Q You're an officer of the company?

8 A I am. I'm the general manager.

9 Q Okay.

10 A Rapid City, Pierre and Eastern is part of a global  
11 company of Genesee & Wyoming. So if you're asking  
12 me if I am the president of Genesee & Wyoming or an  
13 officer of Genesee & Wyoming, I am not. I am an  
14 officer of the RCPE railroad.

15 Q And what's the annual revenues of your company?

16 A None of your business.

17 Q None of my business?

18 A No.

19 Q Well, tens of millions, right?

20 A I -- I don't know.

21 Q Okay. As the general manager, don't you think it  
22 would be a good idea to get out in front of  
23 something that you can see coming for 11 years down  
24 the Bad River messing up your railroad --

25 A Can't --

1 Q -- bridge?

2 A Can't change the direction of the river. Can't  
3 change the direction.

4 Q So it's the river's fault and it's Ms. Kinsella's  
5 fault but not the railroad's fault, right?

6 A I'm not saying it's not the -- I'm not -- I'm not  
7 trying to pick whose fault. It's the water's fault.  
8 It's the river's fault.

9 Q Maybe it's your fault as a general manager for not  
10 being proactive.

11 A Maybe it is. How --

12 Q Now that we're here --

13 A How -- how am I -- how --

14 JUDGE GIENAPP: You're both talking --

15 A How am I going to change the trajectory of the  
16 river?

17 Q (By Mr. Burns) I'm not --

18 A I can't do that. All I can do --

19 JUDGE GIENAPP: You're -- you're --

20 A No. Don't have the authority to build -- to build a  
21 weir system.

22 MS. KINSELLA: Why did they bring it up?

23 MR. BURNS: Hang on. I'm doing the job up  
24 here.

25 A You're asking -- what -- what you're asking me and

1           what you're telling me is that the railroad promised  
2           that they would go in and build a weir system.  
3           Okay, we would not make that promise, okay? Has the  
4           river been discussed and possible remediation or  
5           options? It's been discussed. Has it ever gone  
6           beyond we've got to change the trajectory of the  
7           river? No. We can't.

8   Q       (By Mr. Burns) Okay. You testified that it was an  
9           extremely long delay caused by Ms. Kinsella.

10  A        I did.

11  Q        You also testified that the first time you contacted  
12           them was in March or April, correct?

13  A        Correct.

14  Q        And you had a deal on May 10th to do what you needed  
15           to do, right?

16  A        Correct.

17  Q        Okay. And the bridge didn't go out until June 1st.

18  A        Correct.

19  Q        My question is: What did the railroad do from  
20           May 10th until June 1st?

21  A        Mobilized. Stuff doesn't move overnight.

22           2,000 tons of rock doesn't move overnight.

23  Q        Why did you start in April when you could see what  
24           was coming down the river for years in advance,  
25           certainly for ten months on your watch?

1 A It was an exceptional year.

2 Q In what regard?

3 A Water. If you go back and you look at the exhibits  
4 that show the erosion, you can see.

5 Q Just to clarify, your testimony is that the railroad  
6 bears no responsibility for the bridge going out;  
7 it's Mother Nature and Ms. Kinsella, is that your  
8 testimony?

9 A That's my testimony.

10 Q Okay. And you're a railroad man?

11 A I am.

12 Q How long have you been a railroad man?

13 A Thirty years.

14 Q Do you know where the term railroading comes from?

15 A Go ahead and tell me.

16 Q Well, I'm asking. I'm sure you know.

17 A I -- I don't -- I don't care.

18 Q It comes from a history of the railroads taking  
19 advantage of property owners just like you're doing.  
20 And you know that's what it means.

21 A I'm --

22 MR. WILLIAMS: Objection, Your Honor.

23 A I'm not sure how she was taken advantage of.

24 Everything that she asked for was complied with,  
25 plus. Okay, we talk about all of these accusations

1 that she has made, garbage, netting, whatever, where  
2 is it? We don't have access to her property to go  
3 take pictures. I don't have a huge zoom lens to go  
4 up on a mountain and -- and take a picture.

5 Q (By Mr. Burns) How is it you don't have access?  
6 Have you asked her or me through counsel?

7 A No.

8 Q Why not? Then how can you say --

9 A Well, I'm not the one --

10 JUDGE GIENAPP: You're -- you're -- wait until  
11 the question is finished and you wait until the  
12 answer is finished and it'll be easier --

13 A I am not --

14 JUDGE GIENAPP: -- for the court reporter.

15 A -- the one that has accused breach of contract. I  
16 am not the one. The railroad is not the one that  
17 has said that there is garbage or that the road is  
18 unsatisfactory. The railroad has not said that.

19 Q Right. Ms. Kinsella is saying it.

20 A Okay.

21 Q Okay.

22 Do you recall working with Brian Donahoe as  
23 your previous counsel?

24 A I do.

25 Q Did you direct him to set a meeting for October 23rd



1 of 2020?

2 MR. WILLIAMS: Objection, Your Honor. This  
3 involves attorney/client privileged conversations.

4 MR. BURNS: Okay.

5 Q (By Mr. Burns) Were you aware of a meeting on  
6 October 23rd in Fort Pierre on the property of --

7 A I don't remember.

8 Q Okay.

9 I'm showing you what's Exhibit, I've marked it  
10 as Kinsella Exhibit 1, which is an email from Brian  
11 Donahoe to me. It says: Mr. Burns, regrettably I  
12 write to inform you of a situation that results in  
13 the need to again reschedule the meeting tomorrow  
14 for the Rapid City, Pierre and Eastern Railroad, its  
15 contractor and your client. This is the last case  
16 in which I would ever want a postponement. He goes  
17 on to say that if there are any travel or other  
18 expenses you have incurred, I will personally be  
19 responsible for those. Did you see that?

20 A I saw it just now.

21 Q Okay. Why would a lawyer for the railroad offer to  
22 pay my or my client's expenses?

23 A You would have to ask him.

24 MR. WILLIAMS: Your Honor, this is delving into  
25 speculation.

1 A I can't speak for Mr. Donahoe. The only thing that  
2 I can say for Mr. Donahoe is he was, him and his  
3 family were gravely affected by COVID last year.

4 MR. BURNS: I'm offering what's Exhibit  
5 Kinsella, and it's been stipulated with Counsel into  
6 evidence. And I have a copy for the commission.

7 JUDGE GIENAPP: Are you offering -- did you  
8 offer this one?

9 MR. BURNS: Yes, sir.

10 JUDGE GIENAPP: Any objection to this?

11 MR. WILLIAMS: Your Honor, I guess I would  
12 object. I don't believe that this was previously  
13 produced or something that was directed to my law  
14 firm or that I was aware of before today.

15 MR. BURNS: Well, and I would respond that none  
16 of the exhibits that the railroad offered were given  
17 to me before today.

18 JUDGE GIENAPP: Well, um, I'll receive  
19 Exhibit 1 because it was referenced in the, um --  
20 the exhibit wasn't there but this particular issue  
21 was referenced in the pretrial submissions, which  
22 are technically --

23 MR. BURNS: Yeah, and I believe Your Honor  
24 requested that we have those ready for the hearing  
25 today, which I did.

1 Here are three copies.

2 MS. KROLL: I would like one also, please.

3 MR. BURNS: You would like one?

4 Q (By Mr. Burns) Is it your testimony that you've  
5 negotiated in good faith with my client as to the,  
6 let's start with the arbitration, resolution of the  
7 arbitration?

8 A Yes.

9 Q How so?

10 A It was a yes-or-no question. I don't know what --  
11 what do you want me -- what --

12 Q I'm asking you a follow-up question. How have  
13 you -- how have you negotiated in good faith when  
14 you've made zero offers of resolution?

15 A What is there to resolute? She has the complaints  
16 that have already been resolved. They shouldn't  
17 even be complaints in the first place.

18 Q Okay, so --

19 A And I think we have shown with questions and the  
20 contract was fulfilled.

21 Q Okay. Well, that's -- that's a dispute for another  
22 matter, right?

23 A That's fine.

24 Q Unrelated? That's the arbitration. We'll sort that  
25 out in October, right?

1 A Okay.

2 Q Okay.

3 So then dealing with this eminent domain  
4 application where you're asking the State of South  
5 Dakota to grant you permanent right-of-way over her  
6 property past the front of her house, is it your  
7 testimony that you've negotiated in good faith --

8 A I believe so.

9 Q -- before applying to this commission?

10 A I believe so.

11 Q And how so?

12 A We had a contract. We fulfilled the contract.

13 Q That's unrelated to this eminent domain proceeding.

14 A Well, I don't understand what you're asking me.

15 Q Well, you've asked -- that's part of the problem is  
16 we're here before the commission and you don't know  
17 what you're doing.

18 A I need --

19 Q What are you asking the commission to do?

20 A I need access to fix the railroad immediately.

21 Q And do you know what the requirements are to be able  
22 to do that?

23 MR. WILLIAMS: Your Honor, these are legal  
24 questions.

25 A I'm not -- I'm not an attorney. That's why I've got

1           them here.

2           JUDGE GIENAPP: I think there's a mixup as far  
3 as when you get into negotiations, it's already been  
4 received into evidence that there was an offer sent  
5 for 15,000, if I recall, and then that's where  
6 you're asking the question related to not anything  
7 to do with the dispute that's in arbitration, right?

8           MR. BURNS: Correct. I'm moved on to this  
9 proceeding.

10 Q       (By Mr. Burns) And you understand that's a -- do you  
11 understand it's an element that you negotiate in  
12 good faith before applying for eminent domain?

13 A       Absolutely.

14 Q       And it's your testimony that you did so on behalf of  
15 the railroad?

16 A       So I did not.

17 Q       Okay, so you didn't --

18 A       I did not -- I did not negotiate. There are others  
19 who did.

20 Q       You what?

21 A       There are others that handled that department.

22 Q       Well, you're the representative of the railroad.

23 A       Correct.

24 Q       So who is it if it's not you?

25 A       We have a legal department.

1 Q These gentlemen are not employees of your railroad.  
2 They're lawyers at law firms, right?

3 A They are contracted to the railroad, so that would  
4 make them technically railroad employees.

5 Q Okay. Are you directing their work?

6 A Am I directing their work? There are people in our  
7 company directing their work.

8 Q Who are not here today?

9 A I'm the one that's here today.

10 Q So other people would be better equipped to testify  
11 about what's going on in this case?

12 A Possibly. I don't want to -- I --

13 THE WITNESS: May I speak?

14 Q (By Mr. Burns) I haven't asked you a question, sir.

15 JUDGE GIENAPP: No. There's no question --

16 THE WITNESS: Okay.

17 JUDGE GIENAPP: -- right now.

18 Q (By Mr. Burns) In the notice to the Department of  
19 Transportation -- have you seen the notice from the  
20 Department of Transportation to the commissioners?

21 A I have.

22 Q Okay. In that notice there's an application from  
23 your company, the railroad, and it's the application  
24 that's required by the State of South Dakota before  
25 getting this hearing, correct? You have to submit

1 an application?

2 A Okay.

3 Q Okay. I don't see your name on that application as  
4 a corporate officer or director.

5 A It's not.

6 Q Okay. And why is that?

7 A Because I'm not a corporate officer or director.

8 Q Okay. Then I'm confused about what you told me you  
9 were earlier.

10 A I'm the general manager of the Rapid City, Pierre  
11 and Eastern Railroad.

12 Q Okay.

13 A Which is a subsidiary of Genesee & Wyoming Company.

14 Q Okay. So there isn't a single corporate officer or  
15 director that's located in the State of South Dakota  
16 on this application, right?

17 A Might have to look at the names, but I don't think  
18 so.

19 Q And you're a Delaware corporation? At the top it  
20 says it's a Delaware corporation?

21 A Okay.

22 Q Okay. And is there a single officer that's listed  
23 as having a South Dakota residence?

24 A No, there is not.

25 Q Okay. It doesn't really matter, right?

1 A I don't know whether it matters or not.

2 Q Well, it matters that your company is asking to take  
3 property of a South Dakota citizen and you're asking  
4 this commission to spend the afternoon here  
5 listening to your arguments and reviewing your  
6 application to take land from an individual in the  
7 State of South Dakota to be able to go right past  
8 her front gate any time you want, right past the  
9 front of her house any time you want, right?

10 A You're telling me that it should, that it's not  
11 valid because there is not an officer in South  
12 Dakota. If I'm not mistaken, you are not from South  
13 Dakota.

14 Q I am from South Dakota.

15 A You are?

16 Q I was born in --

17 A I thought you said you were from Minneapolis.

18 Q I live in Minneapolis now.

19 A Well, I -- then I -- I don't know why -- I don't  
20 know where you're going with this. I don't know  
21 what you want me to say.

22 JUDGE GIENAPP: We're arguing here.

23 Q (By Mr. Burns) You don't have to know.

24 JUDGE GIENAPP: Just ask questions.

25 And just give an answer to the question asked.



1 A The paper that you showed me does not have anybody  
2 with a South Dakota address on it.

3 Q (By Mr. Burns) The application says: RCP&E has been  
4 largely unsuccessful in negotiating access.

5 Did you help with the wording of this  
6 application?

7 A I did not.

8 Q Okay. So you don't know what it means by "largely  
9 unsuccessful"?

10 A I have an idea.

11 Q And what is your idea?

12 A It's just my opinion.

13 Q What is it?

14 A We already discussed it. The hundred thousand  
15 dollars versus -- I don't want to discuss anything  
16 until I get a hundred thousand dollars, I think that  
17 was said four or five times. To me that would be  
18 largely unsuccessful.

19 Q Okay. It says in your application: The railroad's  
20 real estate department conducted an evaluation of  
21 similar land for sale in the area. Did you direct  
22 that your department of real estate do that?

23 A We have a real estate department.

24 Q Did you direct them to do that?

25 A No, I did not.

1 Q Who did?

2 A One of those corporate officers.

3 Q You're saying these gentlemen are corporate  
4 officers -- oh, on here?

5 A I did not say one of those corporate -- they're not  
6 corporate officers.

7 Q Okay.

8 A One of them that's on there that does not have a  
9 South Dakota address.

10 Q Do you know if that's ever been produced for this  
11 hearing or given to Ms. Kinsella or me?

12 A I do not.

13 Q Okay. So the commission and I are just supposed to  
14 take on good faith what you value her property  
15 then?

16 A The offer was made. I can't speak to -- to the  
17 validity of what the property value is or not. That  
18 was for Ms. Kinsella to decide, and she decided  
19 against it.

20 Q Well, in order to have good faith negotiations, both  
21 sides have to be involved, not just one, right?

22 A We made an offer. She rejected it. Isn't that two  
23 sides?

24 Q Were other trestles of the railroad washed out in  
25 April or spring of '19 on the Bad River?

1 A I don't know.

2 Q How do you not know? You're the general manager of  
3 the railroad.

4 A What difference does it make to this? The bridge  
5 at Fort --

6 Q Sorry?

7 A What difference does it make to this? The bridge at  
8 Fort Pierre washed out. That's what we're here for.

9 Q You know the answer but you don't --

10 A If you --

11 Q -- want to answer the question? You're the general  
12 manager of the railroad. Were other bridges washed  
13 out in --

14 A I know the answer to the question.

15 Q Okay. Then answer the question. You're under oath.

16 A None of your business.

17 Q You're under oath, sir.

18 A None of your business.

19 JUDGE GIENAPP: You have to answer the  
20 question.

21 Q (By Mr. Burns) Is it the commissioners' business?  
22 Is it the commissioner's business who are here  
23 sitting here all afternoon listening to your  
24 application?

25 JUDGE GIENAPP: The question has been asked and

1 is admissible.

2 A We had other water issues, and we had other  
3 washouts, culverts.

4 Q (By Mr. Burns) And was that those landowners' fault  
5 and Mother Nature's fault?

6 A No.

7 Q Whose fault was that?

8 A It was Mother Nature's fault.

9 Q Not the railroad's?

10 A No. We don't control how much it rains. However,  
11 with all the other instances that we had, we never  
12 had this issue that we've had and why we're here  
13 today.

14 Q So what's your position if the commission grants you  
15 this eminent domain but you don't have permission to  
16 access the rest of Ms. Kinsella's property leading  
17 up to that?

18 A I do not have a position.

19 Q Well, you're asking the commission to do something.  
20 You should have a position.

21 A I need access to fix the bridge.

22 Q Well, they can't give you what you're seeking. They  
23 can only give you a section.

24 A That's for them to decide.

25 Q Okay.

1           You're kind of annoyed to have to be here  
2           today, aren't you?

3           MR. WILLIAMS:  Objection.

4           JUDGE GIENAPP:  Sustained.

5   Q    (By Mr. Burns)  I don't have any other questions.  
6           Thank you.

7           JUDGE GIENAPP:  Do you have any?

8           MR. WILLIAMS:  I have a few follow-up  
9           questions, yes.

10                                   CROSS-EXAMINATION

11   BY MR. WILLIAMS:

12   Q    Okay.  So I want to go through a few things and get  
13           some clarifications from you, sir.  You mentioned  
14           that you became the GM for RCPE in May of 2019,  
15           correct?

16   A    Correct.

17   Q    And what were you prior to that?

18   A    Assistant general manager.

19   Q    Okay.  As assistant general manager do you have a  
20           lot of the same duties?

21   A    No.

22   Q    Okay.  Were you still involved in some of these same  
23           issues in regards to --

24   A    Not at the level as the general manager.

25   Q    Okay.

1           Um, one of the things that was discussed was  
2           not being able to put in a weir. Is the railroad  
3           legally able to put in a weir?

4   A       We are not.

5   Q       Okay. So it's not just an unwillingness; you  
6           literally cannot do that?

7   A       This would take probably an act of Congress, the  
8           Army Corps of Engineers.

9   Q       Okay.

10           Now Ms. Kinsella, when she testified, she  
11           stated that no one made any contact with her until  
12           April when suddenly some machines were parked on her  
13           property. Can you tell us what happened from your  
14           perspective or if that's accurate?

15   A       So I know that she was contacted, um, by Andy  
16           Johnson, and he had asked her if it was -- that he  
17           had been awarded the bid to place some riprap, asked  
18           if it would be okay to move some machines in ahead  
19           of the incoming blizzard, which she said would be  
20           fine.

21   Q       So obviously this would have been before the  
22           machines were out there. Do you know when this  
23           conversation took place?

24   A       I have it written in my notes. Um --

25   Q       Does April 4th sound correct, sir?

1 A That sounds correct.

2 Q Okay.

3 Um, now one of the issues that Ms. Kinsella has  
4 raised is that the condition of her road was somehow  
5 not up to standards. Can you tell me about what the  
6 condition of the road was from your personal  
7 experience?

8 A So I -- I remember that there was a -- in the late  
9 fall or in the fall of 2019 she had complained that  
10 the geogrid that was put under to hold the rock in  
11 place, that some of that was hanging out.  
12 Mr. Johnson from AG&E Construction went out. They  
13 cut that and also put more gravel on it. The  
14 condition of that road today in June of 2021 I do  
15 not know.

16 Q And you don't know because --

17 A There's no -- I have no access to the property, and  
18 I have -- I have no reason to go look at it.

19 Q And as recently as last week, is it your  
20 understanding that Ms. Kinsella has not been  
21 allowing access onto her property?

22 A That is my understanding.

23 Q Okay.

24 Now, there's been a lot of back and forth about  
25 the dirt that was used by the railroad. There's

1           been a lot of he said/she said. Can you clarify for  
2           us, after the \$40,000 payment for the dirt was made,  
3           how was the rest of the dirt handled?

4    A       So the rest of the dirt was handled: There was a  
5           meeting between Mr. Kinsella and the contractor, and  
6           it was agreed upon that more dirt could be used but  
7           he'd like dirt up in his corral or his -- or his  
8           barn. And so -- I can't speak to anything else but  
9           that.

10   Q       Okay.

11   A       But there was nothing in writing that said we're  
12           going to use X amount more dirt or anything.

13   Q       And --

14   A       And in the contract and when they were paid in July,  
15           I believe that the receipt that was signed by  
16           Ms. Kinsella said: This is it. This is for  
17           everything, so...

18   Q       Okay.

19                   And RCPE, or rather its contractor, after this  
20           agreement, it continued to work on the property for  
21           a substantial amount of time; is that correct?

22   A       Correct.

23   Q       And during this time Ms. Kinsella never said: Hey,  
24           we don't have an agreement for dirt; you need to  
25           stop working or -- or get off the property?



1 A Not to my knowledge.

2 Q So she allowed RCPE to keep working under this  
3 agreement?

4 A Correct.

5 Q Okay.

6 Now, you're the general manager for RCP&E,  
7 correct?

8 A Yes, sir.

9 Q Fair to say you're not an attorney?

10 A I am not. I think that is very obvious.

11 Q Sure. And I understand this is sometimes an  
12 adversarial situation, so understand that sometimes  
13 people get frustrated. But you weren't involved in  
14 the negotiations in this case; is that correct?

15 A I was not.

16 Q Is that something that, to your understanding, was  
17 handled between the attorneys?

18 A Correct.

19 Q Okay.

20 Same thing with filing the application for  
21 RCP&E, that's -- that's a legal thing --

22 A Correct.

23 Q -- that the attorneys handled?

24 A Correct.

25 Q You were questioned about other washouts in 2019 or

1 other water issues in 2019. In these other  
2 situations, was RCPE allowed access if it needed  
3 access?

4 A Yes.

5 Q Was it allowed that access quickly?

6 A Immediate.

7 Q And that's different than what we have, the  
8 situation we have here?

9 A Yes, sir.

10 Q Okay. And in those other situations, was there a --  
11 was there a continued change in the trajectory of  
12 the river that presented the unique issue as well?

13 A No.

14 Q Okay. I think that's all I have. Thank you, sir.

15 JUDGE GIENAPP: Any follow-ups, Mr. Burns?

16 REDIRECT EXAMINATION

17 BY MR. BURNS:

18 Q Just clarifying the timeline, because it keeps  
19 coming up about the delay caused by Ms. Kinsella,  
20 but you had an agreement with her in writing on  
21 May 10th of 2019 to do what you needed to do, and  
22 you were able to complete the work, right?

23 A No. Well, yes, the bridge replacement, correct.

24 Q Okay. And you testified at least twice now that you  
25 first reached out to her in March or April and you

1 had a deal on May 10th.

2 A She was contacted the first part of April because we  
3 wanted to get in and put rip-rap.

4 Q Okay. And --

5 A Our contract is dated May 10th.

6 Q Okay. And it's still your testimony that there was  
7 extreme delay caused by Ms. Kinsella?

8 A It is my testimony.

9 Q All right, thank you.

10 JUDGE GIENAPP: Any questions by any members of  
11 the commission?

12 Mr. Nelson?

13 MR. NELSON: Thank you.

14 Larry Nelson.

15 I'm -- I'm confused about the amount of dirt  
16 that got moved the first go-around and the amount of  
17 dirt that got moved the second round.

18 And then my second concern is how the  
19 contractor would have been paid to move the dirt.

20 And then my third question would be: Would all  
21 of that be supported, if he were being paid to move  
22 it by a unit price a cubic yard, do you have copies  
23 of what he got paid to move that second pile of  
24 dirt?

25 THE WITNESS: I have copies of the bill that we

1           paid him. So it was basically an all-inclusive,  
2           "This is what needs to be done. Get it done," if  
3           that makes sense. I don't have a per-truck fee to  
4           haul dirt or, We need to get the bridge filled back  
5           in. Okay, this is what it will cost you.

6   Q       Thank you.

7           JUDGE GIENAPP: Yeah, Mr. Vehle.

8           MR. VEHLE: Um, my name is Mike Vehle.

9           I'm -- I'm -- I'm getting a little confused on  
10          the -- on the timelines. You wanted to put -- as I  
11          understand it, you were wanting to put in riprap in  
12          April and you didn't have a contract until May 10th.  
13          And it was like the beginning of April, so there's  
14          three weeks or whatever, four, whatever it is in  
15          between. You were not able to put the riprap in;  
16          is -- is that correct?

17          THE WITNESS: Correct.

18          MR. VEHLE: And after May 10th were you able --  
19          you were able then to go in and -- and put in  
20          riprap?

21          THE WITNESS: We were able to start mobilizing.  
22          It's -- it's not -- it's not that the contract was  
23          signed on May 10th and on May 11th we were dumping  
24          rock.

25          MR. VEHLE: Okay. And what --

1 If I may, Your Honor?

2 JUDGE GIENAPP: Yes.

3 MR. VEHLE: What was the sticking points or why  
4 did we start on this in April and it didn't get  
5 signed until May 10th? Is there anything that you  
6 could tell us that you know of as to why -- what  
7 were the sticking points?

8 THE WITNESS: Money.

9 MR. VEHLE: Pardon?

10 THE WITNESS: Money.

11 MR. VEHLE: Okay. They wanted more money to  
12 access the property than you were --

13 THE WITNESS: That is really what this -- in my  
14 opinion that's what this whole issue comes down to  
15 is money.

16 MR. VEHLE: Okay. Thank you.

17 JUDGE GIENAPP: Mr. Roby?

18 MR. ROBY: Donald Roby, R-O-B-Y.

19 A question about the road: On a project like  
20 this, typically, in my layperson's understanding, is  
21 it is a temporary road and then it's removed after  
22 the fact. Is that fair?

23 THE WITNESS: That is fair.

24 MR. ROBY: And that -- that -- my understanding  
25 is that's how this project was started but something

1 changed along the way; they asked the road to be  
2 left.

3 THE WITNESS: Correct.

4 MR. KINSELLA: No.

5 MR. ROBY: Okay. What happened at that point?

6 THE WITNESS: The road was left.

7 MR. KINSELLA: No.

8 THE WITNESS: I mean, the agreement is, in the  
9 contract was to leave it the way it was before. So  
10 the dispute hasn't been brought up, We wanted the  
11 road removed and it wasn't. They asked for the road  
12 to be there and -- which is why it's there today.  
13 So when it was, you know, it was said that, you  
14 know, these things were done for our benefit,  
15 obviously there was some benefit to them to want the  
16 road to still be there.

17 MR. ROBY: Okay.

18 JUDGE GIENAPP: Any other questions?

19 (No response.)

20 JUDGE GIENAPP: You may step down.

21 MR. BURNS: I do. I do. Sorry, I was  
22 deferring to -- I guess it would be my turn.

23 JUDGE GIENAPP: Okay.

24 (Mr. Burns conferred with Mr. and Mrs.  
25 Kinsella.)

1 MR. BURNS: I don't have any more. Thank you.

2 JUDGE GIENAPP: You may step down.

3 Do you have any further witnesses?

4 MR. BURNS: You know, I do have another  
5 question. I don't mind if he stays right here --

6 JUDGE GIENAPP: Okay.

7 MR. BURNS: -- or comes up.

8 Q (By Mr. Burns) My question is: Why is the railroad  
9 just now dealing with this permanent right-of-way?  
10 Why -- you're the general manager. You know about  
11 these problems, and the pictures show ongoing  
12 problems with Mother Nature that aren't going to  
13 change. Why are you just now trying to do, get  
14 access to this road permanently?

15 A Now as opposed to when?

16 Q 2019, 2018, 2017.

17 A We've had an ongoing issue, so I don't think it's  
18 just, like it just happened.

19 Q Well --

20 A It's been an ongoing issue.

21 Q Well, why didn't you do it in 2020? Why did you  
22 wait until 2021 when an arbitration is pending to  
23 apply for eminent domain through this commission  
24 proceeding?

25 A That's a question for our legal team.

1 Q I'm sorry?

2 A That's a question for our legal team.

3 Q Well, you're the client, sir. If I ask them,  
4 they're going to say it's attorney/client privilege.  
5 I'm asking you as a witness: Why is now the first  
6 time you've ever --

7 A Because I don't want to -- I need to be able to run  
8 cars from Point A to Point B. There are hundreds if  
9 not thousands of people that depend on us to do  
10 that. I cannot afford to have an issue in the  
11 future of trying to get in to this property.

12 Q I understand --

13 A We have never had this problem with any landowner  
14 that I am aware of. And we need to act immediately.

15 Q Well, why didn't you --

16 A Is that going to be next year?

17 Q -- make it part of the deal?

18 A Is that going to be next year? I don't know. Is it  
19 going to be in ten years? I don't know. It could  
20 be next week. I --

21 Q Well, why didn't you make it part of the deal?  
22 You've been on staff since --

23 A Part of which deal?

24 Q The contract. It was never brought up to  
25 Ms. Kinsella until 2021.



1 A I didn't write the contract.

2 Q So do you -- do you have any knowledge of  
3 decision making at the railroad that you're general  
4 manager of in South Dakota?

5 A Sure.

6 Q Okay. So my question is: Why did you wait until  
7 now to move for eminent domain and never raised it  
8 before?

9 A Because we have had an ongoing issue since 2019.

10 Q Okay. Thank you.

11 JUDGE GIENAPP: You may step down again.

12 Do you have any further witnesses, Mr. Burns?

13 MR. BURNS: I don't, but I do have some  
14 exhibits or documentary evidence.

15 JUDGE GIENAPP: Okay.

16 MR. BURNS: Do you have any other witnesses?

17 MR. WILLIAMS: No, sir.

18 MR. BURNS: Okay.

19 So I'd offer into evidence exhibits. One of  
20 the elements of this case, and the railroad bears  
21 the burden of proof, is to demonstrate good faith  
22 negotiations, and so I have exhibits in that regard.

23 (Discussion off the record among Counsel.)

24 MR. BURNS: So I'm offering Kinsella Exhibit 2  
25 which is communications between myself and

1 Mr. Williams about attempting mediation in the other  
2 case.

3 MR. WILLIAMS: Patrick, hold on for just a  
4 second before you publish those.

5 MR. BURNS: Yeah.

6 MR. WILLIAMS: And, Your Honor, just to make a  
7 note of this, we would object to this. This is  
8 about negotiations for the arbitration. That is not  
9 at issue in this case. Everyone has testified  
10 eminent domain is entirely different. So the  
11 good-faith negotiations should relate to the eminent  
12 domain process. Issues relating to the negotiations  
13 of the arbitration are irrelevant.

14 JUDGE GIENAPP: Well, I'm going to receive the  
15 exhibit since we've gone in, there's been testimony  
16 relating to the arbitration but would comment that  
17 my reading of the statute or the -- or the  
18 regulation relating to negotiations equates only to  
19 the eminent domain aspect.

20 MR. BURNS: Yes, sir.

21 So I'd just point out to the Commission,  
22 commissioners that Ms. Kinsella has attempted to  
23 negotiate with the railroad. The railroad refused  
24 to mediate the other matter, the other -- the  
25 arbitration matter.

1           The next exhibit I have is a letter dated  
2           January 29th --

3           I'll let you look first.

4           -- from Mr. Williams to myself. This was  
5           referenced in the prehearing submission as well.

6           MR. WILLIAMS: And, Your Honor, we'd -- we'd  
7           make the same objection that this is involving the  
8           negotiations in the arbitration matter.

9           JUDGE GIENAPP: And I'll make the same ruling.

10          MR. BURNS: And the commissioners can read this  
11          completely as you're deliberating, but the point,  
12          the main point of this is in January of 29 --  
13          January 29 of 2021, in the first paragraph on behalf  
14          of the railroad Mr. Williams states that RCPE is  
15          adamant and is unwilling to make any settlement  
16          offer to Ms. Kinsella, and that position will not  
17          change if an arbitration is filed. So they're  
18          unwilling before arbitration to negotiate; they're  
19          unwilling after arbitration to negotiate. And now  
20          they're appealing to this commission to say they've  
21          negotiated in good faith, but we're still on the  
22          other matter.

23          And then comes the --

24          MR. WILLIAMS: Your Honor, I believe these  
25          exhibits speak for themselves. I don't think select

1 readings by Mr. Burns are appropriate.

2 JUDGE GIENAPP: Yeah, I agree.

3 MR. BURNS: All right, sir.

4 Next I'd offer Kinsella Exhibit 4. This is  
5 further communications between Mr. Williams and  
6 myself regarding good-faith negotiations. And I  
7 agree it's unusual in a case to have these as  
8 exhibits, but it's --

9 MR. WILLIAMS: Your Honor --

10 MR. BURNS: -- it's an element of proof and --

11 MR. WILLIAMS: Your Honor, we'd make the same  
12 objection to this and for the commentary as well.

13 JUDGE GIENAPP: I'll receive Exhibit 4, again,  
14 um, just keeping in mind that the negotiation aspect  
15 deals only with the eminent domain aspect of things.

16 MR. BURNS: Yes, sir. So this exhibit does  
17 deal with the eminent domain proceeding.

18 MR. WILLIAMS: Your Honor, again, he's making  
19 himself a witness in providing commentary on the  
20 exhibits. They should just be admitted if the Court  
21 so allows.

22 MR. BURNS: Well, the only witness I can call  
23 then is Mr. Williams, so I'm not -- I'm trying not  
24 to make him a witness to the case.

25 JUDGE GIENAPP: I mean, the exhibit speaks for

1           itself.

2           MR. WILLIAMS: Yes.

3           MR. BURNS: Yes, sir.

4           JUDGE GIENAPP: It says what it says.

5           MR. BURNS: Okay. Well, I'd ask the  
6 commissioners to consider the exhibits that have  
7 been submitted.

8           Um, and then finally I've got Kinsella  
9 Exhibit 5 which is communication between  
10 Mr. Williams and I related to negotiations in this  
11 case on June 14th.

12          MR. WILLIAMS: And same objection, Your Honor.

13          JUDGE GIENAPP: And that would be received with  
14 the same comment.

15          MR. BURNS: I don't have any other witnesses or  
16 exhibits, Your Honor.

17          JUDGE GIENAPP: And since your witness was back  
18 on the stand, I assume you don't have any rebuttal.

19          MR. WILLIAMS: That's correct, Your Honor.

20          JUDGE GIENAPP: Um, I indicated that I'd take  
21 some closing arguments. I guess, um, before we do  
22 that, I guess I've got a couple of questions, maybe  
23 primarily for Mr. Williams, that really wouldn't  
24 have gone to a witness so much, but -- and I might  
25 have missed something with all the documents I've

1 got.

2 But when -- um, the request for eminent domain,  
3 and I understand what generally the request is in --  
4 in going to the road, but is that for a fee title or  
5 an easement?

6 MR. WILLIAMS: It's for a fee title, Your  
7 Honor. And we presented some testimony on why we  
8 didn't believe an easement was appropriate.

9 JUDGE GIENAPP: Um, the other thing, and I  
10 wouldn't -- um, that concerns me a little, if we get  
11 to that step, and I'm not saying we do or we don't,  
12 but obviously there's been -- the surveying wasn't  
13 done. Um, and I'm not here to make a decision as to  
14 who's at fault in connection with that. There is a  
15 statute that sort of addresses it, if I recall,  
16 permitting the land entry in these type of  
17 situations. But, um, if the commission granted your  
18 request, um, and -- we don't really have a legal  
19 description.

20 MR. WILLIAMS: Yes, Your Honor. And on  
21 June 16th we filed a supplemental pretrial statement  
22 to you. And I don't know --

23 JUDGE GIENAPP: Right.

24 MR. WILLIAMS: -- if you want to distribute it  
25 to these folks here, but we outlined that we are

1 seeking the additional remedy that a legal survey be  
2 ordered. Because we were not permitted to get  
3 access and obtain a legal survey --

4 JUDGE GIENAPP: Right.

5 MR. WILLIAMS: -- we obviously can't give one  
6 at this point.

7 JUDGE GIENAPP: No, I'm -- I'm familiar with  
8 that. But obviously, um, if there were a grant, um,  
9 you know -- well, I'm just talking -- or thinking  
10 out loud, but if there were a grant, you've got  
11 approximate footage in your application, which I  
12 think was 190 feet long and 20 feet across and  
13 50 feet by a hundred feet in the staging area.

14 MR. WILLIAMS: And, Your Honor, I think you  
15 said 190 feet. I believe the access road is around  
16 1,900 feet by 20.

17 JUDGE GIENAPP: Yeah, 1,900 is what I've got  
18 written down.

19 MR. WILLIAMS: Yes, sir.

20 JUDGE GIENAPP: Okay, that answers the  
21 questions I had. So if you want to make some brief  
22 closing arguments --

23 MR. WILLIAMS: Yes, sir.

24 JUDGE GIENAPP: -- you may proceed.

25 And I'll just give one on each side. I won't

1 give rebuttal.

2 (Discussion off the record)

3 MR. WILLIAMS: Judge Gienapp, Members of the  
4 Commission, RCPE uses its role in the state as that  
5 of a good neighbor. That is close to 700 miles  
6 here. And it frequently needs to get access through  
7 people's property to its rail line to maintain its  
8 track and to fix its track. When these situations  
9 arise, RCPE compensates these landowners  
10 appropriately and hasn't had any issues with anyone  
11 else that we know of or that we're aware of, other  
12 than in this matter.

13 Filing for eminent domain is not an action that  
14 RCPE takes lightly. It's not something that RCPE  
15 abuses and it's something that, as Mr. Wiseman  
16 testified, he's not aware of RCPE ever having to do  
17 before. But in this situation it is necessary. And  
18 it's necessary because there is this unique  
19 situation that doesn't exist with a lot of these  
20 bridges where there's the changing trajectory that  
21 is continuing to impact RCPE's track. And this is  
22 compounded by the fact there are demonstrated  
23 difficulties historically in gaining access to this  
24 place that have gone back to 2019.

25 So the issues that the commission has to



1 determine is, one, whether RCPE engaged in  
2 good-faith negotiations; and, two, whether there  
3 is -- whether granting eminent domain would be a  
4 public use consistent with public necessity.

5 I want to start off by talking about the first  
6 one of those factors, the negotiating in good faith.  
7 In regards to Ms. Kinsella, this started in 2019  
8 when RCPE had to get out to that property to respond  
9 to the emergency. You've heard about how these  
10 negotiations normally go. It's normally just one  
11 day. It's a handshake and a few-minute  
12 conversation. Landowners are compensated  
13 appropriately and everyone leaves happy. But this  
14 situation was unique. When -- when RCPE went out  
15 there, Ms. Kinsella demanded \$25,000 just as a  
16 starting point. This caused substantial delays and  
17 it increased the amount of flooding that was going  
18 on.

19 Even after these delays, um, RCPE was  
20 eventually able to reach a contract on May 10th.  
21 And they then went above and beyond the terms of  
22 that contract. You heard Mr. Wiseman testify about  
23 the extra things that they did for Ms. Kinsella.  
24 And they did this because they negotiate in good  
25 faith and they -- they -- they like to be good

1 neighbors and make sure that the land is better when  
2 they -- when they leave the property, and also  
3 compensated Ms. Kinsella well just for in terms of  
4 the contract paying her \$40,000, twice the going  
5 rate for the dirt, and compensating her as well for  
6 the other dirt that was used.

7 Despite these good-faith efforts in 2019,  
8 Ms. Kinsella's delays and interference, both before  
9 the contract was signed and then the continued  
10 delays after the contract was signed, the  
11 interference of not allowing access to the property,  
12 all caused delay and had created issues for RCPE  
13 being able to complete the work. These types of  
14 delays are the things that creates substantial  
15 hardships, not just for RCPE but for other  
16 industries in South Dakota and for other citizens in  
17 South Dakota.

18 Now fast forwarding to 2021, RCPE has been  
19 monitoring this river, and it's pretty undisputed  
20 from the GPS images you've seen how it's changing in  
21 trajectory. In 2021 it was determined that it would  
22 need permanent access to this road because the water  
23 keeps encroaching more and more onto its tracks.  
24 When there's an issue in the future, RCPE needs to  
25 be able to respond immediately. It's not something

1 where it can wait two weeks or a month. That's the  
2 type of situation which again creates the risk of  
3 the bridge failing and impacting interstate  
4 commerce.

5 So in 2021 RCPE offered Ms. Kinsella \$15,000  
6 for this property. It's slightly less than an acre.  
7 Ms. Kinsella rejected this offer, and she indicated  
8 she was unwilling to negotiate. You can see in her  
9 response e-mail, she was unwilling to negotiate  
10 unless she was paid the full value of her  
11 arbitration claim. And she's admitted, everyone has  
12 admitted that this arbitration claim is entirely  
13 separate from -- from the eminent domain proceeding,  
14 but she wanted a hundred thousand dollars just to be  
15 able to come to the negotiating table to discuss the  
16 sale of her property.

17 RCPE's negotiation, its offer in 2021 was in  
18 good faith and was a reasonable offer. I think it's  
19 important to look at what Ms. Kinsella is saying was  
20 not good faith. Ms. Kinsella hasn't testified that  
21 \$15,000 is not a fair offer for her property. She  
22 hasn't testified that it's below market value for  
23 her property. Instead she's testified that the  
24 process that the railroad engaged in wasn't  
25 sufficient, that it should have engaged in more

1 back-and-forth discussions and counteroffers.  
2 That's just simply not what good faith means. It  
3 should be self-evident that good faith does not mean  
4 that a party has to continue to negotiate in an  
5 unreasonable situation. It should be self-evident  
6 that good faith doesn't mean that a party has to  
7 agree to pay six figures just to get someone to the  
8 negotiating table. That's not good faith. That's  
9 extortion.

10 RCPE made a reasonable good-faith offer for the  
11 property. If Ms. Kinsella would have come back and  
12 counteroffered with 18,000, 20,000, even 25,000, she  
13 might have an argument that RCPE should have engaged  
14 in further negotiation but she didn't. She demanded  
15 a hundred thousand dollars just as a starting point.  
16 And this -- this -- there's no requirement for a  
17 company to -- to give in to these types of demands  
18 or to further negotiate when it would be fruitless  
19 to do so. Her response cut off negotiations and  
20 demonstrated that continued negotiations would be  
21 pointless.

22 I want to move on now and talk about the second  
23 issue, whether there's a public use consistent with  
24 public necessity. And this is kind of a legal term,  
25 but I discussed it some in my pretrial statement,

1 the opening statement what that means. The South  
2 Dakota Supreme Court has held that situations such  
3 as granting a spur track are a public use consistent  
4 with public necessity. And that example, what a  
5 spur track is, is it's a track that comes off a main  
6 line and goes out to the servicing industry. Even  
7 though it's just serving one or two industries, it's  
8 still a public use, consistent with public necessity  
9 because it helps complete and spread interstate  
10 commerce. The access road is the same thing. The  
11 access road allows RCPE to take care of its track  
12 and its bridge in this precarious situation where  
13 there is that unique situation with the bending  
14 river that's attacking the track. And the  
15 consequences of not permitting this access or  
16 permitting this eminent domain are demonstrated by  
17 2019.

18 Ms. Kinsella delayed by about a month or two  
19 prior to the contract being in place and what would  
20 have just been minor flood mitigation turned into a  
21 full bridge repair that cost close to \$4 million.

22 And it's not just RCPE that bears the brunt of  
23 this. When the bridge is shut down for three weeks,  
24 numerous industries across South Dakota aren't able  
25 to ship freight, aren't able to receive freight.

1 Whether it's bentonite clay going east across South  
2 Dakota or whether it's cement going west from --  
3 from Rapid City, these companies are directly  
4 impacted. The folks receiving these products are  
5 directly impacted. And even the RCPE workers and  
6 other folks have the risk of being directly impacted  
7 because they might be furloughed.

8 So these issues that are a definite threat if  
9 there is a delay, um, are consistent with public  
10 use, consistent with public necessity. RCPE needs  
11 the ability to access this bridge, and it needs the  
12 ability to do so promptly when there is an issue.

13 You heard testimony about why an easement would  
14 not be appropriate in this matter. It wouldn't  
15 because the 2019 contract, even when it was in  
16 place, even when RCPE had the right to access the  
17 road that Ms. Kinsella owned, there were still  
18 numerous issues and numerous delays. And these  
19 delays led to the issues such the bridge failing.

20 So in conclusion: RCPE, it doesn't file for  
21 eminent domain lightly. It's not a process that it  
22 uses or abuses, and it's not something, as you heard  
23 Mr. Wiseman testify, that the railroad has used in  
24 the past, but it's necessary here. RCPE negotiated  
25 in good faith. They made a fair offer above market

1 value, and this offer was rejected out of hand  
2 unless multiple times the land value was first paid  
3 to her.

4 There's a public need consistent with public  
5 necessity, as the property is necessary to ensure  
6 the continuation of interstate commerce. So RCPE is  
7 seeking, as has been outlined, this access road  
8 which is about 1,900 feet, 20 feet across, as well  
9 as a lay-down pad to -- to stage materials, 50 feet  
10 by a hundred feet, near the bridge.

11 As part of this, as we discussed with the  
12 Judge, we are requesting that a survey be ordered  
13 and that RCPE can arrange. Um, because Ms. Kinsella  
14 has not permitted RCPE's surveyor to go out to the  
15 property, we don't have a legal description, but we  
16 can obtain one and supplement that to the Court.

17 Thank you.

18 JUDGE GIENAPP: Mr. Burns?

19 MR. BURNS: Thank you, Your Honor, Members of  
20 the Commission, thanks for your patience and sitting  
21 here all afternoon. I understand it's not voluntary  
22 duty. You're not doing it for the money or glory,  
23 but it is an important matter of a citizen of this  
24 state. Ms. Dena Kinsella and Tom Kinsella have  
25 rights that shouldn't be lightly taken from them as

1 owners. What if it was you? What if it was your  
2 brother or sister or kid and this was happening to  
3 you? I submit you might act the same way. You  
4 might want to be treated fairly. You might want  
5 fair compensation. You might ask that they go slow  
6 across the front of your house, that they finish the  
7 job that they promised to do.

8 And there's been a lot of talk about the  
9 arbitration in this matter, but that's background  
10 showing that the parties have a dispute that was  
11 pending before this application. And I would submit  
12 that the railroad is using its heavy hand and its  
13 great wealth to do this to a citizen of this state.  
14 They're not waiting for an arbitration.

15 Just like conversely they could have got out in  
16 front of the river, they saw it coming, but somehow  
17 it's my client's fault, it's the river's fault, it's  
18 not the railroad's fault that they let their  
19 railroad trestle bridge fall into the river and now  
20 they want you, by this action, to take land from a  
21 homeowner that already had a deal with them to give  
22 them access. They never previously raised permanent  
23 access. Why, we don't know. The railroad executive  
24 is here. He either wouldn't testify or couldn't  
25 testify to that answer.



1 I'd also remind the commission that it's the  
2 railroad's burden of proof. It's not our burden to  
3 say that we negotiated in good faith. It's their  
4 burden to say they negotiated in good faith. It's  
5 their burden to show it's a public use.

6 Well, the rules that are given to the  
7 commissioner and that Ms. Engle sent in its  
8 submission are clear and South Dakota statute said  
9 that the railroad's exercise of the right of eminent  
10 domain is a public use consistent with -- consistent  
11 with public necessity only if the use of eminent  
12 domain is proposed by an applicant who has  
13 negotiated in good faith. So even if we concede  
14 that there's a need, without showing that they've  
15 negotiated in good faith, there can be no public use  
16 for public necessity. The good-faith negotiation  
17 element is a critical factor.

18 And my arguments and commentary, Mr. Williams'  
19 arguments and commentary are not evidence. The  
20 evidence is the witnesses' testimony and the  
21 documents and exhibits that you have before you.

22 And as evidence, in my submission on behalf of  
23 Ms. Kinsella, there's a timeline. There's a -- that  
24 clearly lays out how we got here. But what jumps  
25 out at me and should jump out at the commission is

1 that all of a sudden on April 7th, no prior warning,  
2 they apply. No -- no saying: We'd like to seek  
3 this. They just -- they -- they set Ms. Kinsella up  
4 in the middle of this arbitration proceeding.

5 Then they wait until last week to send the  
6 surveyor out. They knew they needed the survey.  
7 But like everything else, the railroad is reactive.  
8 They're not proactive. They're not getting out in  
9 front of it. And now they tie us all up in Pierre  
10 for an afternoon on their sloppy work. They could  
11 have gotten a survey in April or in May. They wait  
12 until the weekend before, and then they set  
13 Ms. Kinsella up acting like they're negotiating in  
14 good faith on the eve of the submissions being due  
15 to the commission. They were due on the 15th. So  
16 they needed the paper, their file to come before you  
17 and appear to be in good faith. I submit that they  
18 haven't been in good faith the whole time.

19 They've got \$3.5 million to fix a bridge, one  
20 bridge. God knows how much money they spend  
21 maintaining the rest of their lines. If this line  
22 across the state is so critical to them, why are  
23 they waiting until the last minute to fix it? Why  
24 are they offering Ms. Kinsella 15,000 if it's so  
25 critical to their operations? This is on the

1 railroad. And to say that their internal real  
2 estate division valued it at 15,000, they haven't --  
3 we're just supposed to take it on Counsel's word  
4 that that's a fair number? We haven't seen anything  
5 about that. They didn't submit anything. If it was  
6 my land, \$15,000 would not be enough for a permanent  
7 right-of-way across the front of my house on my  
8 property.

9 And Ms. Kinsella testified that she would  
10 negotiate. There is a number which she would agree.

11 Furthermore, Mr. Williams I think  
12 mischaracterized and the witness mischaracterized  
13 what Ms. Kinsella said in her email. She didn't  
14 say: Give me a hundred grand or no deal. She said:  
15 We've got this other issue pending. There's been  
16 ample opportunity to come out. You have that  
17 exhibit before you. That's what she said. She  
18 didn't say anything about a hundred thousand dollars  
19 take it or leave it.

20 She also testified that she knows she could get  
21 nothing. So if she gets nothing from the  
22 arbitration, which is a possibility, or \$5, and this  
23 commission grants them the right-of-way, seems like  
24 an unlawful taking to me.

25 And we're happy to have had the opportunity to

1 be here. I think the due process afforded by this  
2 commission hearing is a good one. I can't deny  
3 there's some frustration on my client's part that  
4 she has to go through this and pay for it. And as  
5 counsel for her, to see what's going on is  
6 disheartening. But we'd also submit to the  
7 commission that it has evidence it needs to make a  
8 decision in this case.

9 Thank you.

10 JUDGE GIENAPP: Thank you.

11 Well, with that, we'll be in recess.

12 \* \* \* \* \*

13 (The hearing concluded at 4:40 p.m.,  
14 June 23, 2021.)

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1 STATE OF SOUTH DAKOTA )  
 ) ss.  
 2 COUNTY OF PENNINGTON )

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I, CINDY K. PFINGSTON, hereby certify that  
 the foregoing pages numbered from 1 to 164, inclusive,  
 constitute a full, true and accurate record of the  
 proceedings had in the above matter, all done to the best  
 of my skill and ability.

DATED this 9th day of July, 2021.

s/s CINDY K. PFINGSTON  
 Registered Professional Reporter

My commission expires:  
 February 4, 2022

	114/13	28/23 31/23	<b>MR.</b>	7/14 9/7
<b>JUDGE</b>	117/14	32/10 35/10	<b>FOUBERG:</b>	9/13 10/3
<b>GIENAPP:</b>	117/19	37/11 37/17	<b>[10]</b>	10/8 15/2
<b>[119] 5/3</b>	120/10	39/22 43/14	104/13	15/20 18/22
5/19 7/15	120/14	44/5 44/10	104/19	19/14 28/4
9/10 9/14	122/7	44/22 45/2	105/1 105/4	28/21 31/18
10/5 10/7	122/10	46/23 46/25	105/9	31/20 32/7
12/19 12/22	122/18	51/25 52/8	105/12	37/6 37/14
15/3 15/22	125/2	74/1 74/6	105/23	44/9 44/11
15/24 17/1	126/15	74/8 79/16	105/25	44/17 46/19
17/4 18/23	126/17	79/25 80/5	106/2 106/4	49/23 49/25
19/16 19/19	128/22	81/12 84/13	<b>MR.</b>	51/21 86/7
28/5 28/22	128/24	86/2 86/16	<b>KINSELLA:</b>	99/9 99/13
28/24 31/19	131/19	86/19 86/25	<b>[3] 72/13</b>	99/22 99/24
31/24 32/11	131/25	87/4 96/11	142/4 142/7	100/14
35/9 35/12	133/4 133/7	96/13 97/24	<b>MR. NELSON:</b>	109/20
35/17 36/17	138/15	99/21 100/2	<b>[5] 100/17</b>	110/23
36/19 36/24	139/10	103/23	101/3 101/5	119/22
37/3 37/9	140/7 141/2	106/23	101/17	121/2
37/12 37/15	141/17	111/4 111/6	139/13	121/24
37/18 39/19	142/18	117/23	<b>MR. ROBY:</b>	122/11
44/20 45/1	142/20	121/4 122/4	<b>[4] 141/18</b>	124/23
47/2 47/5	142/23	122/9	141/24	133/3 133/8
50/1 51/24	143/2 143/6	122/15	142/5	145/17
52/6 74/4	145/11	122/23	142/17	146/3 146/6
74/7 79/18	145/15	123/3 125/8	<b>MR. VEHLE:</b>	147/6
79/22 80/3	146/14	142/21	<b>[22] 35/16</b>	147/24
84/14 86/10	147/9 148/2	143/1 143/4	35/19 36/10	148/9
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96/15 99/10	149/4	145/16	36/23	149/2
100/1 100/3	149/13	145/18	101/21	149/12
100/15	149/17	145/24	102/1	149/19
101/4	149/20	146/5	102/16	150/6
101/20	150/9	146/20	102/19	150/20
103/8	150/23	147/10	102/24	150/24
103/18	151/4 151/7	148/3	103/7 103/9	151/5
103/21	151/17	148/10	140/8	151/14
104/12	151/20	148/16	140/18	151/19
105/14	151/24	148/22	140/25	151/23
106/21	159/18	149/3 149/5	141/3 141/9	152/3
106/24	164/10	149/15	141/11	<b>MS.</b>
109/18	<b>MR. BURNS:</b>	159/19	141/16	<b>KINSELLA:</b>
110/24	<b>[70] 5/14</b>	<b>MR.</b>	<b>MR.</b>	<b>[1] 117/22</b>
111/2 111/5	9/8 10/6	<b>COLLINS:</b>	<b>WILLIAMS:</b>	<b>MS. KROLL:</b>
111/7	15/23 19/17	<b>[1] 5/11</b>	<b>[58] 5/8</b>	<b>[1] 123/2</b>

	57/2 71/7	38/7 52/21	<b>122 [2]</b>	<b>190 feet [1]</b>
<b>THE COURT</b>	95/2 104/20	52/22	4/15 4/15	151/15
<b>REPORTER:</b>	105/10	'91 [1]	<b>12th [1]</b>	<b>1907 [1]</b>
<b>[3]</b> 14/25	155/5	38/7	6/18	53/22
15/4 114/12	155/21	'94 [3]	<b>133 [1]</b>	<b>1987 [2]</b>
<b>THE</b>	163/6	38/14 38/17	3/15	38/6 38/9
<b>WITNESS:</b>	<b>\$150,000 [1]</b>	52/23	<b>138 [1]</b>	<b>1991 [4]</b>
<b>[47]</b> 12/21	13/7	<b>1</b>	3/16	12/3 28/11
17/3 36/3	<b>\$2 [1]</b>	<b>1,800 feet</b>	<b>146 [2]</b>	29/4 29/7
36/11 36/15	23/20	<b>[1]</b> 24/17	4/16 4/16	<b>19th [1]</b>
36/22 37/2	<b>\$20,000 [2]</b>	<b>1,900 [1]</b>	<b>147 [2]</b>	48/17
44/16 46/21	64/4 64/5	151/17	4/17 4/17	<b>1st [6]</b>
46/24 47/1	<b>\$200,000 [2]</b>	<b>1,900 feet</b>	<b>148 [2]</b>	14/6 17/16
47/4 49/24	21/2	<b>[2]</b> 151/16	4/18 4/18	59/19
64/22 96/14	115/21	159/8	<b>149 [2]</b>	113/18
98/1 99/23	<b>\$25,000 [2]</b>	<b>10 [3]</b> 2/12	4/19 4/19	118/17
100/21	13/16	4/3 4/3	<b>14th [2]</b>	118/20
101/8	153/15	<b>100 [2]</b> 4/9	100/6	<b>2</b>
101/18	<b>\$3.5 [1]</b>	4/9	149/11	<b>2,000 tons</b>
101/25	162/19	<b>104 [1]</b>	<b>15 [2]</b> 4/4	<b>[1]</b> 118/22
102/4	<b>\$3.5 million</b>	3/10	4/4	<b>20 [3]</b> 23/9
102/18	<b>[1]</b> 162/19	<b>107 [1]</b>	<b>15,000 [4]</b>	72/11
102/23	<b>\$3.7 [1]</b>	3/12	77/14 125/5	151/16
102/25	27/19	<b>109 [1]</b>	162/24	<b>20 feet [2]</b>
103/14	<b>\$3.7 million</b>	3/12	163/2	151/12
104/18	<b>[1]</b> 27/19	<b>10th [18]</b>	<b>15-minute</b>	159/8
104/22	<b>\$4 [1]</b>	14/12 45/16	<b>[1]</b> 79/19	<b>20,000 [1]</b>
105/2 105/8	157/21	47/21 49/12	<b>15th [4]</b>	156/12
105/11	<b>\$40,000 [6]</b>	53/14 55/10	46/11 54/3	<b>200 [2]</b>
105/13	23/22 93/1	88/16 112/5	100/6	20/24
105/24	93/3 108/25	118/14	162/15	103/13
106/1 106/3	136/2 154/4	118/20	<b>1624 [1]</b>	<b>2017 [4]</b>
126/13	<b>\$5 [1]</b>	138/21	2/15	29/12 29/14
126/16	163/22	139/1 139/5	<b>164 [1]</b>	30/12
139/25	'	140/12	165/6	143/16
140/17	<b>'19 [4]</b>	140/18	<b>16th [6]</b>	<b>2018 [1]</b>
140/21	53/4 62/22	140/23	74/21 98/11	143/16
141/8	113/1	141/5	98/13 100/6	<b>2019 [44]</b>
141/10	130/25	153/20	100/11	8/4 11/24
141/13	<b>'19 on [1]</b>	<b>11 [1]</b>	150/21	12/1 12/5
141/23	130/25	116/23	<b>18,000 [1]</b>	12/21 12/22
142/3 142/6	<b>'19 to [1]</b>	<b>111 [1]</b>	156/12	15/17 20/21
142/8	113/1	3/15	<b>19 [2]</b> 4/5	22/24 22/25
	<b>'19 we [1]</b>	<b>11th [1]</b>	4/5	23/6 23/21
<b>\$</b>	62/22	140/23	<b>190 [1]</b>	25/16 25/16
<b>\$15,000 [8]</b>	<b>'87 [3]</b>	<b>12 [1]</b> 57/2	151/12	27/22 29/7

<b>2</b>	<b>23rd [2]</b> 120/25 121/6	<b>4:40 [1]</b> 164/13	<b>A</b>	32/22 33/19
<b>2019... [28]</b> 29/19 34/6	<b>25,000 [1]</b> 156/12	<b>4th [2]</b> 87/19 134/25	<b>ability [9]</b> 20/13 20/14	35/21 39/4
43/1 45/16	<b>25th [1]</b> 16/9	<b>5</b>	89/9 90/1	39/4 39/23
45/24 55/10	<b>27 [1]</b> 2/11	<b>50 feet [2]</b> 151/13	113/2 113/7	39/25 43/10
72/10 73/15	<b>28 [2]</b> 4/6	159/9	158/11	44/24 45/13
77/11 87/13	4/6	<b>50-foot [1]</b> 59/7	158/12	45/22 48/14
110/8	<b>28th [2]</b> 14/5 113/19	<b>500 feet [1]</b> 30/11	165/9	49/18 49/21
111/25	<b>29 [2]</b> 147/12	<b>55403 [1]</b> 2/16	<b>able [32]</b> 14/10 14/23	51/22 52/2
112/1 112/5	<b>29th [1]</b> 147/13	<b>59106 [1]</b> 2/12	17/6 17/11	53/11 53/24
114/20	<b>3</b>	<b>592 feet [1]</b> 30/13	18/1 21/17	55/21 56/11
114/24	<b>3.5 million</b> [1] 77/8	<b>6</b>	28/1 30/23	60/1 60/10
133/14	<b>30-minute</b> [1] 33/14	<b>6,000 [1]</b> 113/24	31/10 31/11	63/21 65/6
135/9	<b>300E [1]</b> 2/16	<b>654 [1]</b> 32/18	33/15 49/19	65/11 65/17
137/25	<b>31 [2]</b> 4/7	<b>6th [3]</b> 49/13 49/13	55/3 62/15	65/23 66/8
138/1	4/7	54/5	81/13	66/20 67/1
138/21	<b>32 [2]</b> 4/8	<b>7</b>	109/11	68/21 69/6
143/16	4/8	<b>700 [1]</b> 1/24	124/21	73/20 74/9
145/9	<b>349 [1]</b> 41/10	<b>700 miles</b> [1] 152/5	128/7 134/2	76/19 77/22
152/24	<b>35 acres [1]</b> 41/15	<b>7th [4]</b> 70/21 73/3	134/3	78/19 79/11
153/7 154/7	<b>38 [1]</b> 3/9	106/14	138/22	79/18 80/7
157/17	<b>394 [1]</b> 41/8	162/1	140/15	80/21 82/3
158/15	<b>4</b>	<b>8</b>	140/18	82/8 82/12
<b>2020 [5]</b> 62/21 62/21	<b>4 million</b> [1] 21/4	<b>86 [2]</b> 4/14	140/19	82/18 82/21
72/23 121/1	<b>40,000 [1]</b> 109/1	4/14	140/21	85/1 87/10
143/21	<b>400 [1]</b> 38/20	<b>87 [1]</b> 3/9	144/7	87/15 88/1
<b>2021 [16]</b> 1/25 31/15	<b>486 [3]</b> 9/5	<b>9</b>	153/20	89/5 90/19
62/20	9/12 9/12	<b>9th [1]</b> 165/10	154/13	91/9 92/8
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164/14			22/10 22/23	114/2
165/10			23/5 23/14	114/20
<b>2022 [1]</b> 165/18			24/1 24/17	114/22
<b>23 [2]</b> 1/25			26/9 27/1	119/25
164/14			29/4 29/18	126/11
			30/11 32/18	127/8 135/5
				135/24
				137/25
				138/19



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139/15	55/21 56/20	165/7	160/20	155/12
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11/25 13/19	157/3	13/4 26/25	107/4 108/1	90/9 109/11
15/16 15/18	157/16	30/6 41/4	109/2 109/2	121/23
20/18 25/8	158/3 158/4	62/6 89/15	111/6	128/24
27/4 31/13	158/8 158/9	107/23	111/12	144/3 149/5
32/4 34/24	159/12	139/16	111/23	160/5
36/25 41/9	161/6 161/8	151/15	116/21	<b>asked [32]</b>
41/10 41/12	161/19	<b>arrange [1]</b>	117/9	23/7 23/8
42/18 44/7	162/22	159/13	120/22	23/10 24/11
44/20 45/9	162/24	<b>art [1]</b>	121/10	24/13 24/15
47/9 47/10	<b>are</b>	60/21	123/5 125/2	24/20 24/23
51/23 55/3	<b>corporate</b>	<b>as [116]</b>	125/3 127/3	25/1 46/1
60/15 60/25	<b>[1]</b> 130/3	5/20 6/1	127/23	46/6 57/16
61/6 68/18	<b>area [10]</b>	6/7 7/6	133/19	63/21 63/24
69/20 71/25	9/23 10/15	7/20 8/8	133/24	64/5 93/9
80/25 81/7	11/3 11/5	10/4 11/7	135/19	93/20
86/9 86/16	11/6 63/9	11/25 12/4	135/19	100/18
93/20 94/7	63/15 69/5	12/6 12/13	138/12	108/5
95/21 97/4	129/21	12/13 14/4	140/10	109/14
98/23 116/1	151/13	15/7 16/2	141/6	110/12
116/4	<b>areas [2]</b>	16/2 16/7	143/15	114/4
121/17	23/13 90/3	18/2 18/25	144/5 147/5	119/24
122/7	<b>aren't [5]</b>	24/17 24/18	147/11	120/6
122/22	86/14 133/2	24/19 27/2	148/7	124/15
123/1	143/12	27/9 27/10	148/12	126/14
124/19	157/24	27/14 28/7	150/13	128/25

<b>A</b>	45/9 80/13	48/2 48/8	84/5	26/3 67/7
<b>asked...</b> [5]	80/14 84/7	70/16 72/25	<b>background</b>	<b>batch</b> [1]
131/25	86/3	75/14 98/20	[3] 5/24	103/10
134/16	<b>attachment</b>	98/23	66/21 160/9	<b>be</b> [133]
134/17	[2] 45/3	100/10	<b>backing</b> [2]	5/14 7/4
142/1	85/20	112/22	62/5 83/24	7/8 11/6
142/11	<b>attacking</b>	112/23	<b>bad</b> [16]	11/6 11/17
<b>asking</b> [23]	[1] 157/14	112/25	10/13 10/16	11/18 11/20
6/16 23/12	<b>attempted</b>	121/5	12/4 28/15	16/4 16/15
46/5 47/21	[3] 98/10	122/14	33/24 41/16	17/8 19/19
66/20 68/23	112/15	144/14	41/16 41/19	20/25 21/5
76/11 98/19	146/22	152/11	55/19 58/15	22/15 25/12
105/17	<b>attempting</b>	152/16	59/18 73/16	30/23 31/6
115/7	[1] 146/1	<b>away</b> [7]	75/8 75/20	31/9 31/11
116/11	<b>attorney</b>	12/7 39/14	116/24	33/5 33/15
117/25	[12] 62/14	39/15 57/18	130/25	34/21 34/25
117/25	84/15 84/23	63/4 65/22	<b>bales</b> [1]	35/20 37/12
119/16	97/16 97/25	76/20	23/8	40/19 41/23
123/12	98/24 99/6	<b>B</b>	<b>bank</b> [6]	45/5 45/18
124/4	100/6 121/3	<b>back</b> [39]	13/5 15/12	46/10 48/16
124/14	124/25	11/23 15/17	16/8 16/24	48/24 49/19
124/19	137/9 144/4	16/15 20/21	17/12 31/5	51/16 52/2
125/6 128/2	<b>attorney/cli</b>	22/23 25/15	<b>bar</b> [1]	53/24 56/13
128/3	<b>ent</b> [2]	25/22 43/25	18/13	57/11 59/12
132/19	121/3 144/4	56/5 56/6	<b>barely</b> [1]	59/22 59/23
144/5	<b>attorneys</b>	56/17 58/17	65/18	60/3 60/20
<b>aspect</b> [4]	[2] 137/17	58/21 62/4	<b>barn</b> [9]	61/12 61/12
17/20	137/23	62/6 63/4	24/15 36/6	61/22 69/20
146/19	<b>August</b> [1]	66/1 66/5	39/4 39/9	71/20 74/22
148/14	33/5	67/12 69/11	39/10 39/11	76/18 78/7
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90/21	57/25 113/2	83/10 94/1	<b>base</b> [3]	81/13 81/22
<b>assess</b> [1]	113/7 113/9	101/7 103/2	18/9 87/10	81/25 82/4
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<b>assistant</b>	<b>authorizatio</b>	108/15	<b>based</b> [2]	89/13 92/23
[3] 8/5	<b>n</b> [1] 113/4	114/19	8/3 50/6	93/3 93/20
133/18	<b>automobile</b>	114/20	<b>basically</b>	93/22 93/25
133/19	[1] 18/11	119/3	[13] 11/6	94/1 94/20
<b>assume</b> [2]	<b>Avenue</b> [1]	135/24	12/3 13/1	94/21 96/8
89/14	1/24	140/4	13/2 15/11	96/22 97/3
149/18	<b>awarded</b> [1]	149/17	16/3 19/4	97/19 97/24
<b>ate</b> [2]	134/17	152/24	19/6 21/25	99/3 100/7
16/24 63/4	<b>aware</b> [20]	156/1	22/11 30/18	102/13
<b>attached</b> [7]	8/23 11/25	156/11	48/20 140/1	102/13
44/5 44/14	31/13 32/4	<b>backed</b> [1]	<b>basis</b> [2]	102/15

<b>B</b>	162/17	<b>Becker-Hanse</b>	162/18	140/13
<b>be...</b> [52]	163/6 164/1	<b>n</b> [1] 1/23	163/15	<b>behalf</b> [9]
105/5	164/11	<b>becomes</b> [1]	<b>before</b> [60]	2/13 2/17
105/17	<b>bears</b> [3]	113/8	5/3 6/15	5/10 5/12
109/11	119/6	<b>been</b> [61]	15/1 15/5	5/17 70/17
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114/3 114/4	157/22	15/6 17/6	28/17 35/2	147/13
116/22	<b>became</b> [2]	17/11 18/24	46/16 47/23	161/22
120/12	21/19	28/6 28/17	48/3 48/13	<b>being</b> [18]
121/18	133/14	31/21 46/4	48/19 49/12	7/19 20/10
123/17	<b>because</b> [50]	48/25 51/18	50/13 50/14	25/24 28/1
124/21	17/14	53/16 56/11	53/18 54/11	37/22 39/25
126/10	17/20 19/8	60/24 65/23	61/15 61/15	44/18 80/2
128/7	23/12 47/6	67/5 67/6	62/13 65/12	107/3
129/17	47/23 48/8	67/13 67/15	67/2 68/20	111/11
130/21	51/16 55/1	72/1 74/17	74/13 76/1	114/3
133/1	59/4 61/21	90/14 94/23	78/25 79/12	117/10
134/18	62/21 62/24	95/9 98/20	81/16 81/24	134/2
134/19	63/3 64/6	99/11 99/13	82/22 82/25	139/21
136/6	65/4 65/9	106/15	83/1 83/21	154/13
139/20	67/8 67/22	107/11	84/1 84/4	157/19
139/21	67/25 75/9	108/2 108/7	85/2 99/2	158/6
140/2 142/1	80/19 81/10	114/8	105/9	162/14
142/12	82/18 91/3	114/10	112/19	<b>believe</b> [26]
142/16	92/2 92/12	118/4 118/5	114/1	6/17 14/12
142/22	97/20 97/22	119/12	122/14	16/4 17/7
144/7	98/17	122/5	122/17	23/3 40/17
144/16	105/16	123/16	124/9	44/12 46/11
144/18	107/9	125/3 129/3	124/16	52/23 57/2
144/19	108/25	130/10	125/12	62/19 70/10
144/20	114/5	131/25	126/24	76/18 84/12
148/20	122/19	134/17	134/21	88/6 93/1
149/13	127/7	134/21	142/9 145/8	99/1 111/22
151/1 153/3	128/11	135/20	146/4	122/12
153/25	135/16	135/24	147/18	122/23
154/25	138/18	136/1	149/21	124/8
155/14	139/2 144/7	139/19	152/17	124/10
156/3 156/5	145/9 151/2	142/10	154/8	136/15
156/18	152/18	143/20	160/11	147/24
156/20	153/24	144/22	161/21	150/8
158/7	154/22	146/15	162/12	151/15
158/14	157/9 158/7	149/7	162/16	<b>below</b> [1]
159/12	158/15	150/12	163/17	155/22
159/25	159/13	154/18	<b>beginning</b>	<b>bending</b> [1]
160/4	<b>Becker</b> [1]	157/20	[4] 43/8	157/13
161/15	1/23	159/7 160/8	57/14 62/21	<b>benefit</b> [2]

<b>B</b>	19/22 21/16	121/10	159/10	145/21
<b>benefit...</b>	21/20 22/11	<b>bridge [79]</b>	160/19	161/2 161/2
<b>[2]</b> 142/14	22/16 22/23	8/24 9/21	162/19	161/4 161/5
142/15	26/9 29/18	9/24 10/11	162/20	<b>BURNS [21]</b>
<b>bentonite</b>	40/13 48/23	10/12 10/16	<b>bridges [3]</b>	2/14 2/15
<b>[5]</b> 18/10	72/15	11/4 11/9	73/15	3/9 3/10
18/13 19/24	<b>blizzard [1]</b>	11/14 11/24	131/12	3/12 3/15
21/14 158/1	134/19	12/8 12/18	152/20	3/16 5/14
<b>besides [1]</b>	<b>block [2]</b>	12/24 13/8	<b>brief [1]</b>	5/16 6/18
57/7	11/10 11/11	14/6 14/7	151/21	37/10 37/16
<b>best [2]</b>	<b>blowing [2]</b>	14/8 16/3	<b>briefly [2]</b>	98/18 99/1
73/21 165/8	61/1 61/13	16/12 16/16	31/25 104/1	103/22
<b>better [3]</b>	<b>blue [2]</b>	16/24 17/7	<b>bring [3]</b>	121/11
25/12	10/14 29/5	17/13 17/14	36/8 97/4	138/15
126/10	<b>bog [1]</b>	17/18 17/19	117/22	142/24
154/1	54/24	17/23 20/10	<b>Broadway [1]</b>	145/12
<b>between [14]</b>	<b>born [1]</b>	20/22 21/18	1/24	148/1
6/11 20/14	128/16	25/1 26/18	<b>brother [1]</b>	159/18
20/15 25/24	<b>both [11]</b>	27/12 27/19	160/2	<b>Burnses [1]</b>
36/4 98/23	5/25 27/11	27/23 29/7	<b>brought [13]</b>	5/15
100/5	63/11 63/12	29/9 30/1	17/22 46/2	<b>business</b>
100/23	78/24 97/25	30/7 30/24	59/12 61/11	<b>[11]</b> 18/9
136/5	104/8	31/5 31/6	63/14 65/25	20/2 22/4
137/17	114/13	33/6 33/8	87/20 87/20	97/11 97/20
140/15	117/14	36/8 41/20	88/5 93/22	116/16
145/25	130/20	42/20 42/23	94/2 142/10	116/17
148/5 149/9	154/8	53/14 55/19	144/24	131/16
<b>beyond [6]</b>	<b>bottom [2]</b>	58/11 58/13	<b>BRUCE [1]</b>	131/18
23/11 25/14	10/13 10/16	58/23 73/20	2/7	131/21
40/11 41/3	<b>Boulder [1]</b>	73/21 76/17	<b>brunt [1]</b>	131/22
118/6	115/2	79/6 83/25	157/22	<b>busy [2]</b>
153/21	<b>boulders [1]</b>	112/24	<b>build [4]</b>	18/16 85/6
<b>bid [1]</b>	13/2	113/12	33/8 117/20	<b>buy [2]</b>
134/17	<b>bound [1]</b>	113/18	117/20	64/16 96/7
<b>big [10]</b>	27/4	117/1	118/2	
54/19 54/24	<b>brand [1]</b>	118/17	<b>Building [1]</b>	<b>C</b>
59/13 59/17	24/18	119/6 131/4	1/23	<b>calculate</b>
60/25 63/9	<b>breach [1]</b>	131/7	<b>built [1]</b>	<b>[1]</b> 30/9
63/9 83/22	120/15	132/21	60/16	<b>call [23]</b>
92/6 93/23	<b>break [4]</b>	138/23	<b>bullying [1]</b>	7/12 7/12
<b>bill [3]</b>	65/13 80/2	140/4 155/3	57/8	7/14 13/1
35/25 36/3	86/23 91/24	157/12	<b>bunch [1]</b>	16/12 26/10
139/25	<b>breaks [1]</b>	157/21	102/22	33/13 37/17
<b>Billings [1]</b>	80/4	157/23	<b>burden [8]</b>	42/10 50/19
2/12	<b>Brian [2]</b>	158/11	6/5 22/19	57/16 57/17
<b>bit [11]</b>	120/22	158/19	90/22	57/20 59/10
				63/15 78/22

<b>C</b>	16/13 16/14	117/2 117/2	92/13 118/9	143/13
<b>call...</b> [7]	16/15 16/21	117/18	138/19	147/17
106/22	16/23 19/3	118/7 122/1	139/7	<b>changed</b> [8]
106/23	19/21 22/7	130/16	153/16	12/4 28/1
108/15	22/7 25/16	132/22	154/12	28/16 44/2
111/3 111/6	25/20 27/10	136/8 151/5	<b>caved</b> [1]	61/20 76/22
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148/22	28/10 29/1	<b>cannot</b> [6]	<b>Cedar</b> [6]	<b>changes</b> [3]
<b>called</b> [6]	29/7 29/10	42/19 61/3	39/2 39/7	30/25 43/24
57/20 57/21	30/3 30/24	61/5 75/22	40/11 40/19	43/25
88/6 91/22	30/25 31/1	134/6	41/13 41/14	<b>changing</b> [5]
107/12	34/3 41/2	144/10	<b>cement</b> [7]	31/8 51/17
108/10	45/2 46/16	<b>car</b> [1]	13/3 16/18	77/10
<b>calling</b> [1]	47/15 54/13	65/19	18/14 20/1	152/20
35/10	82/16 82/20	<b>care</b> [6]	21/25 22/4	154/20
<b>calls</b> [3]	86/7 86/22	67/1 77/9	158/2	<b>charged</b> [1]
26/4 67/25	86/23 89/15	82/17	<b>Cemetery</b> [1]	92/13
72/9	89/19 93/6	110/16	39/2	<b>check</b> [3]
<b>calving</b> [2]	96/15 97/2	119/17	<b>Center</b> [1]	23/21 108/2
24/15 36/6	99/15 101/3	157/11	54/21	108/3
<b>came</b> [32]	104/22	<b>cars</b> [4]	<b>century</b> [1]	<b>checked</b> [1]
29/8 45/24	107/15	8/13 20/21	29/13	49/2
54/12 54/18	107/22	20/24 144/8	<b>certain</b> [3]	<b>chloride</b> [1]
55/4 55/5	109/16	<b>case</b> [16]	6/19 23/8	24/25
56/5 56/5	116/23	35/11 68/6	27/6	<b>chunks</b> [2]
56/6 59/21	117/18	69/22 80/9	<b>certainly</b>	13/2 60/25
59/25 62/25	119/4 120/8	81/9 84/8	[1] 118/25	<b>CINDY</b> [2]
63/8 63/13	122/2	121/15	<b>certify</b> [1]	165/5
71/12 74/20	132/23	126/11	165/5	165/13
75/1 75/5	134/13	137/14	<b>CHAD</b> [12]	<b>circle</b> [1]
76/3 76/4	135/5 136/1	145/20	2/10 54/11	12/7
76/25 79/1	147/10	146/2 146/9	54/12 54/18	<b>circumstance</b>
81/24 82/22	148/22	148/7	57/21 57/23	<b>s</b> [1] 31/12
83/22 88/4	155/1 155/8	148/24	58/9 59/15	<b>citizen</b> [3]
88/7 88/7	159/13	149/11	59/21 64/17	128/3
97/16 103/2	159/16	164/8	64/19 67/4	159/23
103/4	161/15	<b>cases</b> [2]	<b>Chair</b> [1]	160/13
107/21	<b>can't</b> [24]	35/5 97/25	2/4	<b>citizens</b> [1]
<b>can</b> [74]	9/11 11/1	<b>Casey</b> [3]	<b>change</b> [13]	154/16
8/7 9/2	21/5 27/24	38/25 40/4	29/12 29/19	<b>City</b> [16]
9/10 9/19	30/18 30/20	54/21	30/15 35/3	8/2 8/3 8/9
10/11 11/4	30/20 30/21	<b>castings</b> [1]	82/19 113/3	8/11 18/14
11/19 11/23	33/1 67/9	18/12	117/2 117/3	20/1 20/14
13/19 14/24	75/7 100/12	<b>cause</b> [1]	117/15	20/15 22/5
15/10 15/25	103/13	53/9	118/6	46/12 47/4
16/7 16/10	116/25	<b>caused</b> [6]	138/11	57/15



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<b>City...</b> [4]	<b>close</b> [2]	157/5	115/7 122/6	<b>s'</b> [1]
116/10	152/5	<b>comfortable</b>	124/9	131/21
121/14	157/21	[2] 85/4	124/16	<b>commitment</b>
127/10	<b>closer</b> [1]	85/6	124/19	[1] 76/13
158/3	36/8	<b>coming</b> [16]	128/4	<b>commitments</b>
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155/12	151/22	77/1 77/2	132/19	<b>commodities</b>
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<b>clarificatio</b>	<b>Collins</b> [1]	118/24	150/17	<b>n</b> [4] 5/22
<b>ns</b> [1]	5/11	138/19	152/4	6/1 68/15
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48/7 105/16	19/23 21/14	88/25	161/1	<b>ns</b> [5]
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[1] 138/18	7/15 16/20	<b>commentary</b>	163/23	145/25
<b>clay</b> [5]	37/18 46/5	[4] 148/12	164/2 164/7	148/5
18/10 18/13	48/19 48/21	148/19	165/17	<b>companies</b>
19/24 21/14	50/14 50/18	161/18	<b>commissioner</b>	[2] 18/20
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60/4 69/2	64/16 72/14	5/4 49/14	's [1]	23/17
91/14	84/4 90/5	<b>commerce</b> [5]	131/22	115/24
<b>clear</b> [7]	90/9 90/10	30/23	<b>commissioner</b>	116/7
53/24 63/4	90/12 90/15	115/17	<b>s</b> [26] 2/4	116/11
69/21 71/20	93/25 97/13	155/4	5/23 6/10	116/15
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9/15 19/21	79/8 79/14	140/16	160/24	8/9
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49/4 49/19	113/24	8/12 8/12	7/9 145/3	<b>demanded [2]</b>
49/19 49/20	<b>DAKOTA [29]</b>	14/20 16/23	150/13	153/15
50/15 62/24	1/1 1/24	20/24 21/1	164/8	156/14
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<b>crossings</b>	115/18	88/4 95/5	65/8 93/6	<b>[1]</b> 145/21
<b>[4]</b> 42/16	116/2 116/5	115/22	<b>deducted [1]</b>	<b>demonstrated</b>
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<b>cul [1]</b>	128/13	36/21 50/10	158/8	37/21 38/3
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<b>CULL [1]</b>	129/2 130/9	107/16	127/19	107/22
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<b>Dena's</b> [1]	17/16 17/17	101/18	118/17	126/6 126/7
107/8	17/17 20/11	101/19	125/17	<b>direction</b>
<b>denied</b> [3]	23/23 23/25	103/21	140/12	[4] 16/4
26/8 73/4	24/6 24/12	107/16	141/4	31/2 117/2
89/23	24/13 24/16	107/17	143/21	117/3
<b>deny</b> [3]	25/2 25/4	108/15	144/15	<b>directly</b> [4]
6/24 49/4	29/19 30/9	113/1	144/21	40/15
164/2	37/11 38/8	113/20	145/1 150/8	158/3 158/5
<b>denying</b> [1]	38/12 43/22	114/1	156/14	158/6
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<b>department</b>	43/24 45/21	118/10	163/13	127/4
[9] 14/1	46/14 50/7	118/19	163/18	127/7
49/2 125/21	50/8 52/18	118/23	<b>difference</b>	127/15
125/25	53/21 53/22	120/25	[2] 131/4	<b>dirt</b> [102]
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126/20	57/5 57/14	122/7	<b>different</b>	23/19 24/15
129/20	57/15 58/8	122/25	[15] 11/12	25/19 33/7
129/22	58/20 58/25	125/14	17/20 18/20	35/22 35/23
129/23	59/2 60/1	125/16	26/8 33/19	36/5 36/6
<b>depend</b> [1]	60/2 60/12	125/18	35/5 66/15	36/7 36/7
144/9	60/13 61/11	125/18	70/1 70/14	36/12 36/13
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[1] 106/9	62/11 62/13	129/5 129/7	92/9 113/23	59/17 60/22
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<b>desire</b> [2]	75/16 75/17	153/23	3/4 3/9	65/3 65/5
45/22 95/14	75/18 75/23	153/24	3/12 3/15	65/6 68/24
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25/24 154/7	76/1 76/23	9/8 36/1	35/11 38/1	69/16 71/12
<b>destinations</b>	77/23 77/24	48/20 54/4	66/5 68/15	90/20 92/15
[2] 18/19	82/6 83/1	54/9 57/24	107/6	92/16 92/17
18/20	83/3 83/5	58/11 61/18	111/14	92/20 92/21
<b>determine</b>	83/8 83/22	62/14 67/19	112/12	92/24 92/25
[2] 12/10	84/1 84/25	68/14 73/7	120/25	93/10 93/18
153/1	84/25 85/7	75/12 80/1	129/21	93/21
<b>determined</b>	87/18 91/11	83/1 83/2	129/24	101/11
[2] 13/12	92/3 92/10	83/6 84/6	<b>directed</b> [2]	101/21
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102/6 102/6	88/2 110/8	30/22 33/11	124/21	11/13 21/22
102/9	118/4 118/5	38/21 39/17	124/22	27/2 27/14
102/12	129/14	40/24 40/24	125/7	30/15 30/15
102/15	134/1	41/1 41/9	125/10	32/16 32/22
102/21	156/25	42/7 43/1	129/22	35/3 35/3
102/22	159/11	44/17 45/22	129/24	35/4 35/7
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107/13	55/24 156/1	59/1 60/6	133/7	131/7
107/16	<b>disheartenin</b>	60/13 61/5	133/19	134/25
107/17	<b>g</b> [1] 164/6	63/2 63/24	134/6	148/16
107/18	<b>dispute</b> [10]	68/6 68/19	134/22	156/3
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107/25	77/17 90/4	75/11 75/21	138/21	118/21
108/1 108/9	123/21	75/23 76/10	139/22	118/22
108/12	125/7	76/10 76/13	142/21	127/25
108/24	142/10	76/18 78/19	142/21	152/19
109/1 110/9	160/10	80/11 80/16	143/3 143/4	156/6
110/10	<b>disputes</b> [2]	80/17 80/18	143/13	158/20
110/14	68/1 85/16	82/21 83/14	143/21	<b>doing</b> [16]
110/17	<b>disputing</b>	84/2 89/8	144/9 145/2	17/21 17/21
110/19	[1] 53/3	89/16 92/23	145/2	21/16 33/5
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110/21	[1] 150/24	101/10	145/13	59/23 64/2
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139/15	8/22 9/17	114/25	160/7	<b>dollar</b> [3]
139/17	9/18 10/24	115/4	160/13	23/20 76/11
139/19	13/1 13/13	117/18	<b>document</b> [2]	96/20
139/24	15/8 15/9	117/18	40/8 43/5	<b>dollars</b> [17]
140/4 154/5	17/7 17/9	118/14	<b>documentary</b>	96/2 96/10
154/6	17/17 17/23	118/15	[1] 145/14	96/19 96/25
<b>discuss</b> [4]	19/1 19/2	118/19	<b>documents</b>	97/8 98/5
96/9 97/14	23/3 23/4	119/14	[4] 86/11	103/12
129/15	23/24 25/4	120/22	87/3 149/25	104/16

<b>D</b>	83/14 89/11	149/18	29/8 35/12	30/25
<b>dollars...</b>	97/18 97/21	150/11	36/5 36/24	<b>draw [2]</b>
<b>[9]</b> 104/21	100/12	150/18	37/4 38/23	14/2 89/24
105/3 105/7	100/23	150/22	39/2 39/6	<b>dried [1]</b>
105/18	101/8	159/15	39/6 39/11	25/16
129/15	101/10	160/23	39/12 39/13	<b>drive [1]</b>
129/16	101/16	<b>Donahoe [4]</b>	39/13 42/11	54/16
155/14	102/8 102/8	120/22	46/2 50/21	<b>driveway [5]</b>
156/15	108/19	121/11	50/22 54/15	24/13 39/7
163/18	109/4 113/7	122/1 122/2	54/21 54/21	62/6 92/12
<b>domain [29]</b>	116/20	<b>Donald [1]</b>	61/4 61/25	92/14
1/12 33/20	116/21	141/18	62/4 62/5	<b>drove [1]</b>
34/15 49/17	117/20	<b>done [28]</b>	62/25 63/11	67/11
71/5 79/12	119/17	11/18 17/10	63/14 63/14	<b>due [4]</b>
93/12 94/6	119/17	25/3 51/16	64/16 65/16	33/24
94/7 114/19	120/2 120/3	56/2 58/16	67/10 69/5	162/14
124/3	120/5 121/7	63/20 66/1	72/14 73/19	162/15
124/13	122/12	66/9 66/23	83/2 83/23	164/1
125/12	123/10	67/6 69/20	84/4 88/4	<b>dug [3]</b>
132/15	124/14	72/1 72/12	88/6 88/7	59/4 59/8
143/23	124/16	76/20 77/6	88/7 90/5	59/11
145/7	126/12	82/25 84/3	90/9 92/4	<b>duly [4]</b>
146/10	127/3	90/16 92/5	94/14 95/2	7/19 37/22
146/12	127/17	103/1	104/12	107/3
146/19	128/1	107/19	106/21	111/11
148/15	128/19	114/25	110/13	<b>dump [1]</b>
148/17	128/19	140/2 140/2	110/17	83/24
150/2	128/20	142/14	111/2	<b>dumped [1]</b>
152/13	128/23	150/13	116/23	84/5
153/3	129/8	165/8	118/24	<b>dumping [2]</b>
155/13	129/15	<b>door [3]</b>	141/14	83/24
157/16	131/1 131/9	75/5 76/4	142/20	140/23
158/21	132/10	99/8	143/2	<b>during [10]</b>
161/10	132/15	<b>dot [1]</b>	145/11	14/23 21/10
161/12	133/5	10/15	151/18	22/12 55/24
<b>DON [1]</b> 2/7	135/16	<b>double [1]</b>	157/23	57/11 59/18
<b>don't [78]</b>	136/24	35/24	159/9	61/23 76/24
19/9 44/6	140/3 143/1	<b>down [76]</b>	<b>downhill [1]</b>	90/11
45/5 45/7	143/5	9/23 10/15	61/8	136/23
47/23 52/2	143/17	11/3 11/5	<b>draft [2]</b>	<b>dust [4]</b>
60/5 64/12	144/7	11/6 13/8	43/22 49/16	24/23 60/12
65/3 69/7	144/18	13/9 16/11	<b>drafting [1]</b>	91/9 91/12
72/11 72/22	144/19	18/3 18/4	112/8	<b>duties [7]</b>
74/1 76/16	145/13	18/5 18/6	<b>drag [1]</b>	8/7 27/2
78/20 79/16	147/25	20/10 21/3	61/4	27/11 27/14
79/18 81/13	149/15	21/22 24/25	<b>dramatic [2]</b>	90/22
			29/12	

<b>D</b>	41/3 42/14	109/12	126/1 126/4	<b>entrance [3]</b>
<b>duties...</b>	59/5 63/2	136/8	<b>encroaching</b>	24/2 39/12
<b>[2]</b> 112/20	69/5 93/24	152/11	<b>[1]</b> 154/23	40/5
133/20	158/1	162/7	<b>end [4]</b>	<b>entry [3]</b>
<b>duty [2]</b>	<b>Eastern [5]</b>	<b>email [3]</b>	18/19 25/15	26/5 26/8
27/3 159/22	8/2 8/9	84/9 121/10	62/21 90/12	150/16
<b>E</b>	116/10	163/13	<b>endeavor [1]</b>	<b>equates [1]</b>
<b>e-mail [14]</b>	121/14	<b>embankment</b>	67/14	146/18
6/18 32/1	127/11	<b>[1]</b> 16/5	<b>ended [2]</b>	<b>equipment</b>
32/12 70/22	<b>easy [1]</b>	<b>emergency</b>	14/5 21/16	<b>[11]</b> 46/8
71/23 73/12	62/3	<b>[2]</b> 14/23	<b>engaged [5]</b>	48/5 48/15
84/8 84/9	<b>eat [2]</b>	153/9	79/10 153/1	50/16 56/6
85/21 96/13	12/7 16/16	<b>eminent [29]</b>	155/24	63/16 66/23
96/21 99/2	<b>eating [1]</b>	1/12 33/20	155/25	67/4 67/9
112/16	76/20	34/15 49/17	156/13	87/20 88/5
155/9	<b>economy [1]</b>	71/4 79/12	<b>Engel [11]</b>	<b>equipped [1]</b>
<b>e-mails [3]</b>	115/17	93/12 94/6	43/19 49/11	126/10
100/4 100/9	<b>edge [1]</b>	94/7 114/19	49/14 50/23	<b>erode [2]</b>
100/10	13/4	124/3	54/5 57/23	16/8 16/8
<b>each [3]</b>	<b>edges [1]</b>	124/13	58/14 58/18	<b>eroded [1]</b>
26/13 59/7	69/1	125/12	59/19 80/19	12/6
151/25	<b>effort [1]</b>	132/15	83/12	<b>eroding [1]</b>
<b>eager [1]</b>	34/21	143/23	<b>engineering</b>	29/24
71/25	<b>efforts [1]</b>	145/7	<b>[2]</b> 8/14	<b>erosion [9]</b>
<b>earlier [4]</b>	154/7	146/10	74/11	12/15 13/5
29/25 41/6	<b>either [6]</b>	146/11	<b>Engineers</b>	15/12 17/12
80/10 127/9	14/20 18/17	146/19	<b>[1]</b> 134/8	31/3 48/12
<b>earth [2]</b>	20/3 64/15	148/15	<b>Engle [1]</b>	56/15 82/15
9/20 13/3	84/6 160/24	148/17	161/7	119/4
<b>ease [1]</b>	<b>elaborate</b>	150/2	<b>enough [3]</b>	<b>especially</b>
21/2	<b>[1]</b> 36/1	152/13	26/7 37/3	<b>[1]</b> 79/19
<b>easement</b>	<b>elected [1]</b>	153/3	163/6	<b>ESQ [3]</b>
<b>[14]</b> 33/20	22/14	155/13	<b>ensure [1]</b>	2/10 2/10
34/8 49/3	<b>element [3]</b>	157/16	159/5	2/14
53/21 53/22	125/11	158/21	<b>entailed [1]</b>	<b>essentially</b>
53/23 53/25	148/10	161/9	12/25	<b>[2]</b> 85/9
54/1 54/4	161/17	161/11	<b>enter [1]</b>	97/2
54/9 63/25	<b>elements [1]</b>	<b>employed [1]</b>	95/15	<b>estate [4]</b>
150/5 150/8	145/20	115/19	<b>entertain</b>	129/20
158/13	<b>elevation</b>	<b>employee [1]</b>	<b>[1]</b> 76/14	129/22
<b>easier [1]</b>	<b>[2]</b> 59/13	43/20	<b>entire [3]</b>	129/23
120/12	94/2	<b>employees</b>	18/5 18/6	163/2
<b>east [11]</b>	<b>else [10]</b>	<b>[9]</b> 22/8	88/23	<b>evaluation</b>
18/19 20/3	21/22 22/13	22/12 22/17	<b>entirely [2]</b>	<b>[1]</b> 129/20
20/7 22/3	42/7 64/13	22/21 51/6	146/10	<b>eve [3]</b>
	64/16 75/11	51/9 51/11	155/12	106/12



<b>E</b>	<b>everyone</b> [4]	107/6	28/24 29/15	<b>exhibits</b>
<b>eve...</b> [2]	19/20	109/19	30/9 31/21	<b>[17]</b> 4/1
106/14	146/9	109/21	31/24 32/8	4/11 44/8
162/14	153/13	111/14	32/9 32/11	57/3 86/3
<b>even</b> [16]	155/11	133/10	39/17 39/23	86/6 119/3
18/12 26/19	<b>everything</b>	138/16	52/12 70/20	122/16
30/1 33/13	<b>[11]</b> 8/12	<b>examine</b> [1]	71/17 71/23	145/14
55/6 78/19	8/16 23/9	35/9	71/24 74/1	145/19
89/8 98/20	23/10 27/9	<b>examined</b> [4]	74/5 85/19	145/22
123/17	46/13 59/18	7/19 37/22	86/24 95/10	147/25
153/19	59/24	107/3	99/12 99/25	148/8
156/12	119/24	111/11	100/3 121/9	148/20
157/6 158/5	136/17	<b>example</b> [2]	121/10	149/6
158/15	162/7	115/1 157/4	122/4	149/16
158/16	<b>evidence</b>	<b>examples</b> [1]	122/19	161/21
161/13	<b>[14]</b> 6/3	33/3	122/20	<b>exist</b> [1]
<b>event</b> [1]	6/4 52/1	<b>excavation</b>	145/24	152/19
53/3	70/21 81/15	<b>[2]</b> 83/22	146/15	<b>existing</b> [2]
<b>eventually</b>	86/17 122/6	93/23	147/1 148/4	48/22
<b>[1]</b> 153/20	125/4	<b>excavator</b>	148/13	50/15
<b>ever</b> [22]	145/14	<b>[2]</b> 45/25	148/16	<b>expect</b> [3]
14/10 14/22	145/19	88/5	148/25	81/13
26/21 36/20	161/19	<b>exceeding</b>	149/9	104/16
56/22 58/2	161/20	<b>[1]</b> 12/5	163/17	105/9
58/4 58/12	161/22	<b>except</b> [1]	<b>Exhibit 1</b>	<b>expense</b> [1]
71/2 74/13	164/7	41/15	<b>[5]</b> 10/4	53/10
78/4 79/1	<b>evident</b> [2]	<b>exceptional</b>	10/7 39/23	<b>expenses</b> [2]
82/6 109/6	156/3 156/5	<b>[1]</b> 119/1	121/10	121/18
109/8	<b>evidentiary</b>	<b>exchange</b> [3]	122/19	121/22
112/12	<b>[1]</b> 7/5	36/7 110/9	<b>Exhibit 2</b>	<b>expensive</b>
112/15	<b>exact</b> [4]	110/19	<b>[2]</b> 15/21	<b>[1]</b> 67/13
118/5	72/22 94/20	<b>excuse</b> [2]	145/24	<b>experience</b>
121/16	95/21 97/4	30/13 35/13	<b>Exhibit 3</b>	<b>[4]</b> 14/17
130/10	<b>exactly</b> [5]	<b>executive</b>	<b>[1]</b> 19/15	25/8 34/14
144/6	53/1 53/5	<b>[3]</b> 48/1	<b>Exhibit 4</b>	135/7
152/16	65/4 82/20	108/16	<b>[3]</b> 28/21	<b>expires</b> [1]
<b>every</b> [6]	104/4	160/23	148/4	165/17
21/25 34/21	<b>examination</b>	<b>exercise</b> [2]	148/13	<b>explain</b> [3]
60/6 83/17	<b>[20]</b> 3/4	1/12 161/9	<b>Exhibit 5</b>	11/5 33/23
113/25	3/9 3/9	<b>exhibit</b> [49]	<b>[3]</b> 31/21	96/17
114/25	3/10 3/12	9/16 10/4	70/20 149/9	<b>expressing</b>
<b>everybody</b>	3/12 3/15	10/7 15/7	<b>Exhibit 6</b>	<b>[1]</b> 51/13
<b>[6]</b> 5/22	3/15 3/16	15/21 15/24	<b>[2]</b> 71/23	<b>extended</b> [1]
18/15 38/3	6/9 7/22	18/25 19/15	95/10	22/20
74/8 83/17	38/1 87/6	19/19 28/7	<b>Exhibit 7</b>	<b>extent</b> [2]
83/20	103/24	28/11 28/21	<b>[1]</b> 99/25	7/8 47/15

<b>E</b>	155/3	162/18	<b>feeling [1]</b>	158/20
<b>extortion</b>	158/19	<b>fall [4]</b>	66/25	162/16
<b>[1]</b> 156/9	<b>fair [14]</b>	31/5 135/9	<b>feet [16]</b>	<b>filed [5]</b>
<b>extra [1]</b>	9/25 15/16	135/9	11/4 24/17	68/3 80/9
153/23	19/11 28/19	160/19	30/10 30/11	95/25
<b>extreme [1]</b>	93/19	<b>familiar [1]</b>	30/11 30/13	147/17
139/7	102/15	151/7	151/12	150/21
<b>ExtremeJustice.com [1]</b>	106/18	<b>family [1]</b>	151/12	<b>filing [4]</b>
84/10	137/9	122/3	151/13	68/20 81/8
<b>extremely</b>	141/22	<b>far [7]</b>	151/13	137/20
<b>[4]</b> 14/19	141/23	19/23 30/6	151/15	152/13
18/16 20/15	155/21	44/23 47/2	151/16	<b>fill [3]</b>
118/9	158/25	72/24 78/11	159/8 159/8	23/16 25/18
	160/5 163/4	125/2	159/9	62/23
<b>F</b>	<b>fairly [1]</b>	<b>farm [1]</b>	159/10	<b>filled [2]</b>
	160/4	42/10	<b>felt [1]</b>	59/12 140/4
<b>fabric [10]</b>	<b>faith [36]</b>	<b>fast [1]</b>	75/20	<b>final [2]</b>
60/23 60/24	23/3 71/14	154/18	<b>fence [3]</b>	68/6 72/4
60/25 61/1	71/15 91/6	<b>faster [2]</b>	24/17 72/15	<b>finally [3]</b>
61/2 61/13	94/24	92/4 92/5	72/20	14/5 83/23
68/25 69/17	102/11	<b>fault [16]</b>	<b>fencing [1]</b>	149/8
69/18 69/19	123/5	77/8 117/4	50/16	<b>find [1]</b>
<b>facilities</b>	123/13	117/5 117/5	<b>few [8]</b> 5/3	101/6
<b>[1]</b> 21/13	124/7	117/7 117/7	22/7 58/8	<b>Findings [1]</b>
<b>fact [9]</b>	125/12	117/8 117/9	80/5 110/14	7/9
6/17 7/9	130/14	132/4 132/5	133/8	<b>fine [7]</b>
69/10 83/9	130/20	132/7 132/8	133/12	5/19 47/20
97/15 97/20	145/21	150/14	153/11	74/6 86/25
113/19	146/11	160/17	<b>few-minute</b>	106/4
141/22	147/21	160/17	<b>[1]</b> 153/11	123/23
152/22	148/6 153/2	160/18	<b>field [2]</b>	134/20
<b>factor [1]</b>	153/6	<b>fearful [1]</b>	42/12 92/18	<b>finish [6]</b>
161/17	153/25	71/4	<b>fight [1]</b>	15/1 15/5
<b>factors [1]</b>	154/7	<b>February [3]</b>	66/8	43/4 72/15
153/6	155/18	12/13	<b>figure [2]</b>	73/11 160/6
<b>facts [1]</b>	155/20	12/19	36/2 97/1	<b>finish-up</b>
52/4	156/2 156/3	165/18	<b>figured [4]</b>	<b>[1]</b> 72/15
<b>fail [1]</b>	156/6 156/8	<b>federal [2]</b>	13/7 17/25	<b>finished [3]</b>
17/15	156/10	27/4 27/5	92/2 92/3	26/17
<b>failed [7]</b>	158/25	<b>fee [3]</b>	<b>figures [1]</b>	120/11
14/7 16/24	161/3 161/4	140/3 150/4	156/7	120/12
17/18 17/19	161/13	150/6	<b>figuring [1]</b>	<b>fire [1]</b>
58/11 58/14	161/15	<b>feel [6]</b>	50/10	51/14
113/18	161/16	52/8 62/14	<b>file [6]</b>	<b>firm [7]</b>
<b>failing [4]</b>	162/14	75/8 85/4	34/15 67/16	2/15 5/9
17/13 24/4	162/17	85/6 109/13	67/19 74/7	5/11 5/16

<b>F</b>	60/11	105/15	<b>forwarding</b>	<b>full</b> [3]
<b>firm...</b> [3]	129/17	115/6	[1] 154/18	155/10
5/17 45/10	<b>five-mile-pe</b>	123/12	<b>FOUBERG</b> [2]	157/21
122/14	<b>r-hour</b> [1]	133/8	2/5 104/15	165/7
<b>firms</b> [1]	24/21	138/15	<b>found</b> [1]	<b>furlough</b> [1]
126/2	<b>fix</b> [11]	<b>follow-up</b>	99/7	22/21
<b>first</b> [59]	34/4 65/21	[8] 73/5	<b>four</b> [10]	<b>furloughed</b>
6/5 6/15	91/25 92/1	101/3	5/15 17/2	[1] 158/7
7/12 7/19	92/2 92/4	102/16	17/3 36/25	<b>further</b> [12]
15/12 32/24	124/20	103/7	39/5 39/5	7/11 17/12
34/16 35/17	132/21	105/15	45/4 61/18	39/11 39/12
35/23 37/22	152/8	115/6	129/17	41/24
45/3 45/6	162/19	123/12	140/14	110/23
45/21 45/21	162/23	133/8	<b>four-wheeler</b>	111/12
46/7 48/4	<b>fixed</b> [7]	<b>follow-ups</b>	<b>s</b> [1] 61/18	143/3
48/7 48/13	65/24 65/24	[1] 138/15	<b>fourth</b> [2]	145/12
53/11 53/13	69/17 71/12	<b>following</b>	16/14 45/5	148/5
53/16 56/12	76/18 91/22	[1] 57/18	<b>free</b> [1]	156/14
56/16 56/21	96/22	<b>follows</b> [4]	23/24	156/18
56/22 64/10	<b>fixing</b> [6]	7/20 37/23	<b>freight</b> [6]	<b>Furthermore</b>
64/14 64/20	36/14 65/11	107/4	20/19 20/25	[1] 163/11
65/1 71/1	65/17 65/17	111/12	21/5 21/10	<b>future</b> [4]
74/20 75/5	68/24 68/25	<b>foot</b> [1]	157/25	11/8 28/2
76/3 76/12	<b>flood</b> [2]	59/7	157/25	144/11
85/1 85/8	29/19	<b>footage</b> [2]	<b>frequently</b>	154/24
87/10 96/9	157/20	11/1 151/11	[1] 152/6	
97/22 98/20	<b>flooding</b> [1]	<b>foregoing</b>	<b>front</b> [10]	<b>G</b>
103/1	153/17	[1] 165/6	24/21 83/17	<b>gaining</b> [1]
103/10	<b>flow</b> [4]	<b>forgot</b> [1]	116/22	152/23
103/17	12/5 16/10	56/4	124/6 128/8	<b>garbage</b> [2]
107/3 108/1	30/21 33/24	<b>Fort</b> [8]	128/9 160/6	120/1
108/8	<b>flowing</b> [1]	8/21 38/24	160/16	120/17
108/22	113/6	39/1 54/20	162/9 163/7	<b>gate</b> [5]
108/25	<b>focused</b> [1]	70/4 121/6	<b>fruitless</b>	40/10 40/11
109/3	89/3	131/5 131/8	[1] 156/18	43/8 62/2
118/11	<b>focusing</b> [1]	<b>forth</b> [5]	<b>frustrated</b>	128/8
123/17	30/3	43/25 58/18	[2] 57/17	<b>gates</b> [4]
138/25	<b>folks</b> [5]	83/11	137/13	24/18 61/21
139/2	10/8 28/25	135/24	<b>frustration</b>	61/22 61/22
139/16	150/25	156/1	[1] 164/3	<b>gauge</b> [1]
144/5 147/3	158/4 158/6	<b>forward</b> [5]	<b>fulfill</b> [1]	27/7
147/13	<b>follow</b> [10]	7/15 27/21	58/25	<b>gave</b> [9]
153/5 159/2	16/7 73/5	37/18 56/17	<b>fulfilled</b>	23/9 23/10
<b>five</b> [6]	101/3	106/24	[3] 57/9	23/20 23/21
17/2 17/3	102/16	<b>forwarded</b>	123/20	80/18 80/19
24/21 36/25	103/7	[1] 71/9	124/12	80/22 108/3
				115/1

<b>G</b>	130/3	116/22	115/3	<b>God [1]</b>
<b>GCC [3]</b>	<b>geogrid [1]</b>	125/3	122/16	162/20
18/14 20/1	135/10	129/16	130/11	<b>goes [8]</b>
22/3	<b>geological</b>	133/12	161/6	6/5 22/4
<b>gears [1]</b>	<b>[2]</b> 82/9	136/25	<b>giving [2]</b>	39/7 41/3
27/1	82/10	137/13	80/16 86/21	41/4 41/5
<b>general [19]</b>	<b>gesture [2]</b>	139/3 140/2	<b>global [1]</b>	121/16
8/1 8/5	102/10	140/4 141/4	116/10	157/6
8/8 38/22	102/11	143/13	<b>glory [1]</b>	<b>going [65]</b>
109/13	<b>get [78]</b>	144/11	159/22	6/23 12/17
111/24	6/4 12/10	150/10	<b>GM [2]</b>	12/23 16/11
111/25	12/17 13/23	151/2 152/6	30/17	20/7 23/19
116/8	14/10 14/23	153/8 156/7	133/14	27/22 31/3
116/21	17/11 21/17	163/20	<b>go [48]</b> 6/2	33/5 43/14
117/9	22/23 26/4	<b>gets [1]</b>	8/10 9/5	45/12 46/2
127/10	26/10 26/16	163/21	20/22 25/11	46/20 49/25
131/2	32/20 32/23	<b>getting [9]</b>	26/14 29/5	50/20 50/25
131/11	33/15 34/4	11/12 14/17	33/4 38/24	51/18 51/21
133/18	36/1 42/7	26/1 57/16	39/6 39/20	56/7 56/9
133/19	42/11 42/12	58/15	45/23 46/7	56/10 56/17
133/24	42/20 47/25	104/24	46/13 46/16	58/21 59/1
137/6	49/7 54/7	126/25	49/15 50/21	59/12 60/2
143/10	54/13 54/16	140/9 162/8	52/9 54/14	63/24 64/11
145/3	56/8 58/7	<b>GIENAPP [2]</b>	54/15 54/22	64/15 64/15
<b>generally</b>	58/15 62/4	2/3 152/3	56/17 60/6	67/3 76/25
<b>[11]</b> 9/2	62/24 63/1	<b>give [20]</b>	60/7 61/7	78/7 78/8
9/19 15/10	63/7 63/10	7/3 8/7	61/23 68/1	82/13 82/20
19/3 20/22	65/12 65/14	33/3 43/7	89/15 89/23	83/4 83/14
22/25 28/10	65/15 65/18	52/3 64/6	90/1 101/6	88/11 95/9
28/12 34/17	65/22 66/2	64/13 66/20	114/15	102/20
69/24 150/3	66/3 67/12	100/22	114/20	102/21
<b>Genesee [4]</b>	82/6 92/4	108/6	118/2	103/15
116/11	92/6 92/7	115/22	118/17	104/3
116/12	93/10 99/17	128/25	119/3	106/15
116/13	101/5	132/22	119/15	106/17
127/13	101/19	132/23	120/2 120/3	108/15
<b>gentleman</b>	101/21	151/5	128/7	109/2
<b>[5]</b> 53/8	102/21	151/25	133/12	117/15
84/10	104/3	152/1	135/18	119/6
108/23	104/20	156/17	139/16	126/11
109/4 115/2	105/9	160/21	140/19	128/20
<b>gentleman's</b>	105/18	163/14	153/10	136/12
<b>[1]</b> 49/9	106/5	<b>given [8]</b>	159/14	143/12
<b>gentlemen</b>	107/22	80/25 93/8	160/5 164/4	144/4
<b>[4]</b> 51/5	107/24	101/13	<b>go-around</b>	144/16
51/10 126/1	108/6	101/14	<b>[1]</b> 139/16	144/18

<b>G</b>	155/18	151/10	92/7 92/11	53/16 53/17
<b>going...</b> [8]	155/20	151/17	92/14	53/20 53/21
144/19	156/2 156/3	160/15	135/13	54/3 56/6
146/14	156/6 156/8	161/24	<b>gravely</b> [1]	56/22 57/11
150/4	156/10	162/19	122/3	57/22 57/23
153/17	158/25	163/15	<b>great</b> [2]	57/23 57/24
154/4 158/1	161/3 161/4	<b>gotta</b> [1]	93/23	57/25 60/7
158/2 164/5	161/13	51/14	160/13	61/20 61/21
<b>gone</b> [5]	161/15	<b>gotten</b> [4]	<b>grow</b> [1]	61/23 62/12
12/5 118/5	161/16	21/18 30/4	69/10	62/22 62/24
146/15	162/14	108/2	<b>grows</b> [1]	63/1 63/6
149/24	162/17	162/11	33/9	63/19 64/18
152/24	162/18	<b>governor</b> [1]	<b>guarantee</b>	65/13 65/16
<b>gonna</b> [1]	164/2	49/17	[1] 104/2	67/16 67/22
50/21	<b>good-faith</b>	<b>GPS</b> [2]	<b>guess</b> [8]	72/14 72/14
<b>good</b> [61]	[6] 146/11	54/19	5/4 31/25	74/1 74/13
7/24 13/23	148/6 153/2	154/20	47/20 97/18	74/14 74/17
23/3 25/6	154/7	<b>grade</b> [2]	122/11	76/6 77/22
25/6 34/21	156/10	25/17 25/22	142/22	87/12 91/8
34/25 37/3	161/16	<b>gradual</b> [1]	149/21	91/24 91/24
51/4 59/22	<b>Google</b> [1]	29/11	149/22	92/1 95/14
61/9 69/7	9/20	<b>grand</b> [1]	<b>guy</b> [4]	97/12 97/12
69/12 69/14	<b>got</b> [39]	163/14	59/22 75/8	97/15 97/16
69/15 71/14	13/25 24/24	<b>grant</b> [5]	99/2 99/7	97/23 98/20
71/15 78/2	25/13 30/6	43/5 115/7	<b>guys</b> [1]	101/6 104/8
78/3 78/5	36/13 36/25	124/5 151/8	110/8	108/1 108/2
87/8 87/9	39/16 46/11	151/10	<b>H</b>	108/3
91/6 94/24	47/21 59/6	<b>granted</b> [3]	<b>had</b> [114]	112/12
102/11	63/20 65/1	61/16 100/8	5/21 5/21	113/21
109/23	65/4 71/11	150/17	13/7 14/1	118/14
109/24	83/6 83/21	<b>granting</b> [2]	14/22 19/4	124/12
116/22	86/22 99/17	153/3	20/13 20/14	132/2 132/2
123/5	99/18	157/3	21/18 22/11	132/11
123/13	101/15	<b>grants</b> [2]	26/16 26/17	132/12
124/7	104/13	132/14	31/1 33/2	132/12
125/12	107/9	163/23	34/6 34/6	134/16
130/14	107/18	<b>grass</b> [8]	35/1 38/9	134/17
130/20	108/12	25/21 60/4	43/4 46/4	135/9
145/21	109/2 118/6	62/7 69/8	46/18 48/4	138/20
146/11	124/25	69/8 69/10	48/9 48/12	139/1
147/21	139/16	69/15 94/1	49/1 50/13	143/17
148/6 152/5	139/17	<b>gravel</b> [12]	50/14 50/17	144/13
153/2 153/6	139/23	24/13 60/22	50/17 50/18	145/9
153/24	149/8	60/24 61/3	50/18 51/3	151/21
153/25	149/22	63/15 69/18	51/4 51/16	152/10
154/7	150/1	69/19 69/19	51/18 51/18	153/8

<b>H</b>	36/21 44/3	12/4 12/5	<b>haul [5]</b>	50/24 51/12
<b>had...</b> [5]	102/2	16/20 18/8	33/7 36/5	54/4 54/7
154/12	153/11	18/15 19/20	102/12	54/8 54/12
158/16	<b>handwriting</b>	28/1 28/16	110/13	54/12 54/18
160/21	[1] 47/14	30/4 30/10	140/4	54/19 56/5
163/25	<b>handwritten</b>	31/21 60/24	<b>hauled [6]</b>	56/6 56/6
165/8	[7] 44/14	61/8 67/5	25/17 60/22	56/7 56/9
<b>hadn't</b> [1]	80/15 80/24	67/6 67/15	65/8 65/10	56/13 56/15
62/22	81/2 86/5	73/23 75/10	92/16	57/19 57/24
<b>hair</b> [1]	86/8 88/18	75/20 78/4	110/17	58/10 59/18
51/13	<b>hang</b> [2]	87/1 87/2	<b>hauling</b> [4]	62/14 62/15
<b>half</b> [15]	45/12	89/8 98/4	65/6 92/6	69/13 74/11
65/1 68/24	117/23	99/13 118/3	101/11	74/11 74/15
92/17 102/5	<b>hanging</b> [2]	118/5 120/1	110/9	74/17 74/20
102/5	69/1 135/11	120/15	<b>have</b> [240]	75/1 75/5
102/14	<b>hangs</b> [1]	120/17	<b>haven't</b> [11]	75/5 75/6
103/1 103/3	61/2	120/18	79/10	75/6 75/18
103/3 103/6	<b>Hansen</b> [1]	123/15	90/25 97/22	75/19 75/19
103/17	1/23	129/3	104/6	75/19 75/23
106/5 108/8	<b>happen</b> [3]	131/25	109/14	75/23 75/23
108/11	70/6 72/23	135/3	114/7 114/7	76/1 76/1
108/25	83/4	135/20	126/14	76/3 76/3
<b>hand</b> [9]	<b>happened</b> [9]	146/9	162/18	76/4 78/6
7/16 10/8	11/23	146/22	163/2 163/4	78/7 78/7
29/8 47/7	13/21 31/6	152/25	<b>having</b> [11]	78/9 78/14
57/11 95/9	47/11 75/4	154/18	22/21 38/23	80/19 80/21
106/25	82/7 134/13	155/11	67/12 73/16	80/22 81/3
159/1	142/5	156/4 156/6	76/16 80/2	84/24 84/24
160/12	143/18	157/2	88/2 90/16	84/25 85/4
<b>handed</b> [3]	<b>happening</b>	158/23	110/7	85/6 85/6
88/8 88/10	[7] 12/2	159/7	127/23	85/6 87/20
88/14	12/16 48/12	159/14	152/16	87/20 88/4
<b>handing</b> [4]	50/24 83/13	161/12	<b>hay</b> [1]	88/7 88/7
9/15 18/24	83/20 160/2	164/4 164/7	23/9	88/8 88/10
28/6 99/11	<b>happens</b> [1]	<b>hasn't</b> [8]	<b>he</b> [125]	88/10 88/14
<b>handle</b> [1]	27/17	90/22 114/7	6/25 26/25	92/9 92/15
62/15	<b>happy</b> [2]	114/10	33/9 33/9	98/10 98/14
<b>handled</b> [5]	153/13	114/10	33/12 36/5	98/20 98/22
125/21	163/25	142/10	43/20 46/1	99/17
136/3 136/4	<b>hardly</b> [1]	152/10	46/14 47/4	101/19
137/17	79/11	155/20	48/10 48/19	101/19
137/23	<b>hardships</b>	155/22	48/20 48/21	107/21
<b>handles</b> [1]	[1] 154/15	<b>hasn't been</b>	48/21 49/1	108/5
84/25	<b>Harmon</b> [1]	[1] 114/10	49/3 49/16	108/12
<b>handshake</b>	2/15	<b>hate</b> [1]	49/17 49/18	108/14
[5] 33/16	<b>has</b> [50]	101/21	50/19 50/19	108/14

<b>H</b>	6/20 6/20	11/12 23/9	57/23 58/4	<b>high [3]</b>
<b>he... [19]</b>	6/22 6/23	23/11 23/19	59/16 63/4	31/2 83/5
108/15	8/20 10/22	23/20 23/21	63/5 63/7	83/8
108/15	39/17 41/18	24/2 24/9	63/8 63/8	<b>higher [1]</b>
109/1 109/1	46/10 50/6	24/12 24/13	63/11 63/14	103/11
109/2 109/4	51/25 52/2	24/22 25/5	63/23 64/3	<b>hill [11]</b>
110/12	68/6 86/3	25/7 25/18	64/11 64/16	39/1 39/2
110/16	93/12 93/17	26/14 34/7	65/8 65/12	39/6 39/7
110/17	94/6 96/5	37/23 44/24	65/23 66/8	40/11 40/19
113/23	104/14	51/23 78/3	67/2 67/5	40/20 41/13
121/16	104/21	107/24	67/6 67/10	41/14 55/6
122/2	105/4 105/5	108/11	67/10 79/4	64/3
134/16	109/12	108/12	81/14 96/20	<b>him [39]</b>
134/16	122/24	112/13	96/25	14/25 15/4
136/1	126/25	113/20	102/12	26/25 26/25
139/21	130/11	114/4 120/2	102/20	33/11 33/12
139/23	164/2	120/6 124/5	107/11	35/10 46/13
143/5	164/13	124/6 128/8	113/23	46/25 54/23
160/24	<b>hearsay [5]</b>	128/9	117/12	58/4 58/12
<b>he'd [1]</b>	46/20 46/21	130/14	117/24	74/13 75/16
136/7	49/25 51/22	134/11	123/1	75/17 75/20
<b>he'll [3]</b>	78/22	134/12	124/16	78/14 80/19
59/22 59/23	<b>heavy [8]</b>	134/16	125/1 126/8	83/12 83/13
59/23	11/19 11/19	135/4	126/9 128/4	85/1 85/7
<b>he's [9]</b>	12/1 25/21	135/21	128/22	88/6 89/23
64/6 74/19	27/15 53/6	138/20	130/4 131/8	98/14 98/19
75/9 105/17	53/7 160/12	138/25	131/22	107/24
108/19	<b>held [1]</b>	154/4 154/5	131/23	107/25
110/3 110/5	157/2	155/8	132/12	108/5
148/18	<b>Hello [1]</b>	155/10	133/1 138/8	108/10
152/16	111/16	155/16	143/5	109/8 110/7
<b>hear [1]</b>	<b>help [4]</b>	155/21	150/13	110/11
9/8	13/5 40/23	155/23	150/25	110/12
<b>heard [13]</b>	96/17 129/5	156/19	152/6	120/25
47/25 48/14	<b>helpful [5]</b>	159/3	158/24	121/23
58/10 60/10	115/11	163/13	159/21	122/2 140/1
71/2 92/8	115/14	164/5	160/24	148/24
105/23	115/16	<b>here [72]</b>	161/24	<b>himself [1]</b>
108/16	115/16	5/9 5/12	164/1	148/19
108/22	115/17	19/22 20/12	<b>hereby [1]</b>	<b>hire [3]</b>
153/9	<b>helping [1]</b>	27/21 29/2	165/5	62/12 62/13
153/22	22/17	40/20 42/9	<b>hers [1]</b>	62/17
158/13	<b>helps [1]</b>	48/19 52/9	24/5	<b>hired [3]</b>
158/22	157/9	53/25 54/15	<b>Hey [2]</b>	62/12 68/14
<b>hearing [30]</b>	<b>her [53]</b>	54/21 54/21	108/10	72/19
2/3 5/20	8/24 11/11	55/6 57/19	136/23	<b>his [23]</b>

<b>H</b>	10/3 15/2	39/8 39/9	139/18	76/25 86/2
<b>his... [23]</b>	18/22 19/14	39/10 39/14	141/25	89/1 89/1
6/20 7/20	28/4 28/23	39/15 39/25	153/9	111/6
15/1 15/5	31/18 32/7	40/12 40/13	154/20	145/19
33/10 36/5	32/8 36/18	41/5 54/20	161/24	146/21
39/24 46/17	37/6 37/14	60/2 60/7	162/20	148/4 149/5
49/14 54/19	44/11 46/19	60/8 65/13	<b>However [1]</b>	149/20
54/22 58/6	49/23 51/21	91/15 124/6	132/10	161/1
75/9 78/1	76/13 79/25	128/9 160/6	<b>huge [7]</b>	<b>I'll [19]</b>
105/16	84/13 86/19	163/7	18/18 30/8	5/4 6/9
107/4	99/9 103/9	<b>how [59]</b>	59/5 59/6	6/11 6/13
108/14	109/20	8/17 10/24	59/9 59/11	10/8 35/14
110/12	119/22	13/6 16/8	120/3	39/18 52/9
111/12	121/2	16/15 20/11	<b>huh [2]</b>	57/19 81/12
122/2 136/7	121/24	20/21 21/20	40/9 110/15	86/10 86/10
136/7 136/7	122/11	21/20 27/8	<b>hundred [22]</b>	107/24
<b>historically</b>	122/23	28/15 30/20	8/18 11/4	110/16
<b>[1]</b> 152/23	124/23	30/21 32/16	96/2 96/10	122/18
<b>history [1]</b>	141/1 146/6	34/14 38/4	96/18 96/24	147/3 147/9
119/18	147/6	38/19 38/21	97/8 98/5	148/13
<b>hitting [2]</b>	147/24	41/6 42/7	103/12	151/25
16/10 16/13	148/9	42/7 47/25	104/16	<b>I'm [90]</b>
<b>hold [9]</b>	148/11	54/13 56/25	104/20	5/8 5/9
15/14 22/14	148/18	60/16 62/17	105/2 105/7	5/12 5/14
28/12 55/8	149/12	64/22 66/24	105/18	5/16 5/20
83/6 99/20	149/16	76/21 82/16	129/14	6/23 7/1
99/20	149/19	92/22 92/25	129/16	8/3 8/15
135/10	150/7	94/18 97/19	151/13	9/8 9/15
146/3	150/20	101/14	155/14	15/6 15/15
<b>holding [1]</b>	151/14	102/8	156/15	18/24 19/10
10/10	159/19	112/19	159/10	19/17 28/6
<b>hole [8]</b>	<b>HONORABLE</b>	117/11	163/14	41/6 43/14
54/24 59/5	<b>[1]</b> 2/3	117/13	163/18	45/12 46/19
59/6 59/9	<b>honors [1]</b>	117/13	<b>hundreds [3]</b>	46/20 47/24
59/11 59/14	95/15	117/13	115/18	49/23 49/23
62/23 63/9	<b>horse [1]</b>	117/15	115/18	51/21 52/16
<b>home [4]</b>	39/10	119/12	144/8	56/17 58/21
38/15 40/5	<b>horses [1]</b>	119/23	<b>husband [1]</b>	62/19 66/20
45/24 74/21	61/18	120/5 120/8	112/13	67/2 72/21
<b>homeowner</b>	<b>hot [1]</b>	123/9	<b>I</b>	75/15 76/10
<b>[1]</b> 160/21	61/25	123/12	<b>I'd [21]</b>	81/14 84/16
<b>honestly [2]</b>	<b>hour [2]</b>	123/13	10/3 15/20	85/5 95/9
100/12	24/21 60/11	124/11	19/14 28/21	97/1 99/11
101/8	<b>house [23]</b>	131/2	31/20 32/9	100/25
<b>honor [45]</b>	10/18 11/11	132/10	35/10 37/17	102/16
9/7 9/13	24/22 39/4	136/3	44/23 51/25	104/13



<b>I</b>	121/9	<b>included</b> [3]	103/12	23/1 67/13
<b>I'm...</b> [45]	124/25	81/8 81/18	<b>inspect</b> [3]	74/15 112/8
104/21	149/8	88/19	89/24 90/10	130/21
104/23	149/22	<b>includes</b> [1]	90/12	133/22
104/23	149/25	27/7	<b>inspection</b>	137/13
104/24	151/17	<b>including</b>	[3] 71/25	<b>involvement</b>
105/4	<b>idea</b> [3]	[1] 5/23	72/4 90/15	[1] 94/5
106/17	116/22	<b>inclusive</b>	<b>inspections</b>	<b>involves</b> [2]
114/12	129/10	[2] 140/1	[1] 27/7	93/17
116/8 117/6	129/11	165/6	<b>install</b> [1]	121/3
117/6 117/6	<b>identify</b> [2]	<b>incoming</b> [1]	89/9	<b>involving</b>
117/17	10/11 32/1	134/19	<b>installed</b>	[2] 11/19
117/23	<b>idle</b> [1]	<b>inconvenienc</b>	[1] 24/17	147/7
119/16	22/12	<b>es</b> [1]	<b>installing</b>	<b>irrelevant</b>
119/16	<b>image</b> [2]	92/12	[1] 89/6	[1] 146/13
119/21	29/14 29/14	<b>incorrect</b>	<b>instances</b>	<b>is</b> [355]
119/23	<b>images</b> [1]	[2] 78/4	[1] 132/11	<b>isn't</b> [4]
120/9 121/9	154/20	96/16	<b>instead</b> [3]	86/4 91/23
122/4	<b>immediate</b>	<b>increased</b>	62/5 90/16	127/14
123/12	[2] 34/2	[1] 153/17	155/23	130/22
124/25	138/6	<b>incurred</b> [1]	<b>intending</b>	<b>issue</b> [28]
124/25	<b>immediately</b>	121/18	[1] 99/19	21/19 26/15
125/8 126/9	[7] 13/16	<b>indicated</b>	<b>interactions</b>	27/22 31/8
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127/10	31/11	5/25 6/7	<b>interest</b> [2]	33/2 35/1
128/12	124/20	24/9 149/20	22/16 25/5	35/5 35/7
139/15	144/14	155/7	<b>interference</b>	50/19 96/10
139/15	154/25	<b>individual</b>	[2] 154/8	106/7
140/9 140/9	<b>impact</b> [5]	[1] 128/6	154/11	107/13
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145/24	152/21	157/7	<b>interpose</b>	132/12
146/14	<b>impacted</b> [4]	157/24	[1] 6/10	138/12
148/23	21/21	<b>industry</b> [2]	<b>interrupt</b>	141/14
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150/11	158/6	157/6	<b>interstate</b>	143/20
150/13	<b>impacting</b>	<b>inform</b> [1]	[4] 115/16	144/10
151/7 151/7	[1] 155/3	121/12	155/3 157/9	145/9 146/9
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38/8 45/6	159/23	5/24 5/24	<b>introductory</b>	163/15
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			8/15 13/8	

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24/19 26/1	84/9 84/22	155/18	147/12	118/17
34/8 62/22	85/9 86/8	155/22	147/13	118/20
75/13 85/10	86/20 86/25	157/5 157/7	<b>January 29</b>	135/14
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98/4 98/17	94/19 95/21	157/22	<b>January 29th</b>	150/21
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133/23	110/18	158/21	<b>Jeff [1]</b>	<b>June 14th</b>
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158/18	117/6 117/7	161/1 161/2	160/7	59/19
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<b>it's [132]</b>	125/24	97/3 97/4	100/25	13/3 14/25
9/5 9/12	126/23	97/8	107/21	15/4 15/14
10/20 10/23	127/5	<b>its [20]</b>	109/3	16/22 16/22
13/2 14/19	127/20	11/14 27/3	109/25	17/2 18/8
14/19 16/10	128/10	27/15 27/18	134/16	18/18 19/8
16/21 16/22	129/12	90/22 91/1	135/12	21/2 22/14
18/11 18/12	134/5 139/6	95/16	<b>Jordan [2]</b>	22/17 22/24
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29/3 30/5	140/22	136/19	<b>Judge [2]</b>	28/12 28/12
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34/2 34/2	142/12	154/23	<b>Judgment [1]</b>	34/19 35/16
34/2 34/20	143/17	155/17	7/7	36/2 36/21
40/19 42/17	143/20	157/11	<b>July [3]</b>	38/20 41/8
42/19 45/2	144/4 148/7	157/12	23/21	41/8 42/9
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59/13 59/20	152/14	<b>itself [1]</b>	56/17	47/10 47/10
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68/25 69/8	153/11	5/12	<b>June [13]</b>	53/24 54/16
73/7 74/19	154/19	<b>JAFAR [1]</b>	1/25 14/6	64/1 64/16

<b>J</b>	157/7	5/18 9/21	157/18	100/23
<b>just...</b> [60]	157/20	14/9 14/11	158/17	101/8 101/9
64/25	157/22	22/24 23/6	159/13	101/10
67/11 72/6	160/15	23/7 23/18	159/24	101/10
72/7 74/5	162/3 163/3	23/24 25/25	159/24	101/16
76/19 81/3	<b>just for</b> [1]	26/5 26/11	161/23	102/8
81/4 83/9	35/16	26/24 36/4	162/3	108/19
83/19 85/7	<b>just two</b> [1]	37/17 37/21	162/13	109/25
97/1 97/24	81/3	43/16 46/23	162/24	114/2 114/2
99/7 99/20	<b>K</b>	52/11 79/23	163/9	116/20
99/21	<b>KARIM</b> [1]	80/7 81/17	163/13	119/14
102/16	2/6	86/24 87/8	<b>Kinsella's</b>	119/16
102/20	<b>KATHY</b> [1]	97/24 104/1	[10] 8/23	119/20
104/1	2/6	106/23	10/18 11/11	123/10
104/24	<b>keep</b> [11]	107/2 107/8	11/16 16/6	124/16
106/2	17/12 27/9	109/23	32/4 32/13	124/21
106/11	47/11 48/11	112/3	117/4	128/1
109/12	58/19 58/19	113/19	132/16	128/19
109/20	59/23 59/23	118/9 119/7	154/8	128/20
111/4 119/5	60/23 83/1	120/19	<b>Kinsellas</b>	128/20
119/19	137/2	121/10	[2] 13/20	128/23
121/20	<b>keeping</b> [2]	122/5	115/3	129/8
128/24	22/17	130/11	<b>knew</b> [7]	130/10
128/25	148/14	130/18	22/14 33/9	131/1 131/2
129/12	<b>keeps</b> [5]	134/10	33/10 51/15	131/9
130/13	76/20 104/2	135/3	76/3 83/20	131/14
130/21	115/18	135/20	162/6	134/15
134/5	138/18	136/5	<b>KNIGHT</b> [3]	134/22
138/18	154/23	136/16	2/10 2/11	135/15
143/9	<b>kept</b> [4]	136/23	5/9	135/16
143/13	22/19 23/12	138/19	<b>know</b> [72]	141/6
143/18	83/12 97/22	139/7	10/24 13/2	142/13
143/18	<b>kick</b> [1]	142/25	22/15 26/17	142/14
146/3 146/6	107/23	144/25	30/24 33/25	143/4
146/21	<b>kid</b> [1]	145/24	43/16 44/6	143/10
148/14	160/2	146/22	45/7 45/12	144/18
148/20	<b>kind</b> [6]	147/16	47/20 48/12	144/19
151/9	19/21 46/15	148/4 149/8	51/17 52/8	150/22
151/25	46/15	153/7	54/13 54/22	151/9
153/10	108/23	153/15	56/7 62/9	152/11
153/15	133/1	153/23	65/3 68/6	160/23
154/3	156/24	154/3 155/5	69/7 74/1	<b>know why</b> [1]
154/15	<b>KINSELLA</b>	155/7	74/19 78/19	128/19
155/14	[79] 2/17	155/19	83/14 89/8	<b>knowledge</b>
156/2 156/7	3/7 3/8	155/20	89/11	[9] 34/16
156/15	3/11 4/11	156/11	100/12	48/4 61/7

<b>K</b>	20/16	5/16 67/13	72/10 72/12	133/24
<b>knowledge...</b>	<b>large [4]</b>	70/2 126/2	75/19 82/11	<b>levels [1]</b>
<b>[6]</b> 73/4	13/2 13/3	<b>lay [11]</b>	109/13	12/6
73/6 73/18	18/9 19/24	9/23 10/15	115/3 142/2	<b>life [1]</b>
73/21 137/1	<b>largely [3]</b>	11/3 11/5	142/6	34/5
145/2	129/4 129/8	11/6 22/13	<b>legal [17]</b>	<b>light [1]</b>
<b>knows [5]</b>	129/18	63/14 69/5	14/1 27/2	31/12
6/16 18/15	<b>larger [2]</b>	94/14 95/2	27/3 49/2	<b>lightly [3]</b>
74/8 162/20	12/7 39/11	159/9	70/14 88/21	152/14
163/20	<b>LARRY [3]</b>	<b>lay-down</b>	89/8 124/23	158/21
<b>L</b>	2/4 100/17	<b>[10]</b> 9/23	125/25	159/25
<b>L.L.C [1]</b>	139/14	10/15 11/3	137/21	<b>like [51]</b>
2/11	<b>last [21]</b>	11/5 11/6	143/25	18/12 22/7
<b>laid [1]</b>	12/3 16/21	63/14 69/5	144/2	22/20 26/3
24/24	30/13 34/17	94/14 95/2	150/18	33/3 34/25
<b>land [14]</b>	34/18 46/17	159/9	151/1 151/3	35/1 35/25
34/23 40/25	67/3 72/18	<b>layperson's</b>	156/24	38/22 41/8
41/3 41/10	72/18 74/22	<b>[1]</b> 141/20	159/15	51/16 52/2
69/12 88/13	85/19 89/20	<b>lays [1]</b>	<b>legally [1]</b>	52/24 53/22
98/6 128/6	98/10	161/24	134/3	54/24 58/18
129/21	102/14	<b>leading [1]</b>	<b>lens [1]</b>	61/11 62/15
150/16	106/11	132/16	120/3	65/9 67/7
154/1 159/2	108/14	<b>leak [2]</b>	<b>less [2]</b>	71/13 75/20
160/20	121/15	65/17 65/25	94/17 155/6	80/20 82/16
163/6	122/3	<b>leased [3]</b>	<b>let [16]</b>	83/11 84/3
<b>landlocked</b>	135/19	38/5 38/7	19/8 19/8	89/1 90/14
<b>[1]</b> 34/24	162/5	52/22	43/4 45/12	91/1 93/22
<b>landowner</b>	162/23	<b>least [3]</b>	46/25 48/20	99/2 100/5
<b>[6]</b> 25/10	<b>late [2]</b>	74/9 101/12	48/22 49/20	102/13
25/12 33/2	53/2 135/8	138/24	50/4 52/9	103/12
33/8 115/1	<b>later [2]</b>	<b>leave [6]</b>	62/9 66/5	107/18
144/13	12/2 60/19	33/12 63/23	66/5 107/23	109/13
<b>landowner's</b>	<b>law [10]</b>	67/2 142/9	147/3	114/25
<b>[2]</b> 14/18	2/15 5/8	154/2	160/18	115/4
32/20	5/11 5/16	163/19	<b>let's [3]</b>	119/19
<b>landowners</b>	5/17 7/10	<b>leaves [1]</b>	114/18	123/2 123/3
<b>[4]</b> 34/22	45/10 52/5	153/13	114/20	136/7
78/2 152/9	122/13	<b>led [1]</b>	123/6	140/13
153/12	126/2	158/19	<b>letter [4]</b>	141/19
<b>landowners'</b>	<b>lawyer [4]</b>	<b>left [20]</b>	32/2 71/9	143/18
<b>[1]</b> 132/4	62/13 80/2	10/20 19/24	73/3 147/1	153/25
<b>landscape</b>	84/11	39/25 40/7	<b>letterhead</b>	160/15
<b>[2]</b> 25/17	121/21	61/25 62/2	<b>[1]</b> 45/10	162/2 162/7
25/22	<b>lawyer and</b>	66/22 66/25	<b>level [5]</b>	162/13
<b>lanes [1]</b>	<b>[1]</b> 80/2	67/2 70/10	12/14 29/12	163/23
	<b>lawyers [4]</b>	72/6 72/7	36/9 61/4	<b>limit [2]</b>

<b>L</b>	107/16	30/3 67/6	11/19 27/15	61/3 152/7
<b>limit...</b> [2]	108/4 108/5	69/10 82/18	<b>machines</b> [3]	<b>maintaining</b>
24/21 91/9	110/12	99/21 119/3	134/12	[1] 162/21
<b>limited</b> [2]	110/12	127/17	134/18	<b>majority</b> [2]
20/13 20/18	<b>loader</b> [1]	135/18	134/22	20/2 22/4
<b>line</b> [10]	110/12	147/3	<b>MACKAY</b> [2]	<b>make</b> [26]
19/13 19/22	<b>loaders</b> [1]	155/19	2/11 5/9	5/3 12/7
20/6 20/7	108/4	<b>looked</b> [4]	<b>made</b> [24]	33/12 34/21
29/5 40/10	<b>loads</b> [15]	21/11 21/13	26/21 29/8	43/24 55/2
43/8 152/7	65/8 92/11	52/16 52/17	29/21 29/21	55/3 73/7
157/6	92/14 92/20	<b>looking</b> [13]	31/14 36/4	78/9 106/17
162/21	93/6 101/11	15/13 16/2	57/7 57/8	118/3 126/4
<b>lines</b> [1]	101/14	16/3 16/5	69/2 69/21	131/4 131/7
162/21	102/6 102/9	16/15 20/6	70/23 77/7	144/17
<b>listed</b> [2]	102/14	20/21 29/1	88/18 90/19	144/21
96/1 127/22	103/4	39/18 48/3	100/10	146/6 147/7
<b>listening</b>	107/13	51/15 52/11	101/1 120/1	147/9
[2] 128/5	108/24	84/15	123/14	147/15
131/23	110/14	<b>looks</b> [2]	130/16	148/11
<b>literally</b>	110/17	59/18 100/5	130/22	148/24
[1] 134/6	<b>located</b> [4]	<b>lost</b> [3]	134/11	150/13
<b>little</b> [19]	9/3 9/4	14/7 23/9	136/2	151/21
19/21 21/4	10/18	69/11	156/10	154/1 164/7
21/16 21/20	127/15	<b>lot</b> [15]	158/25	<b>maker</b> [2]
22/11 22/16	<b>location</b> [2]	18/10 34/22	<b>mag</b> [1]	7/2 7/3
22/23 26/9	9/21 42/21	34/23 34/24	24/25	<b>makes</b> [2]
29/18 40/13	<b>locations</b>	59/17 73/19	<b>mail</b> [14]	47/23 140/3
48/23 53/2	[1] 11/12	102/9	6/18 32/1	<b>making</b> [6]
55/6 72/15	<b>long</b> [19]	113/22	32/12 70/22	30/5 59/16
75/8 83/24	8/17 10/24	113/22	71/23 73/12	83/16 86/14
108/6 140/9	14/16 14/19	113/23	84/8 84/9	145/3
150/10	16/11 21/15	133/20	85/21 96/13	148/18
<b>live</b> [2]	38/4 44/13	135/24	96/21 99/2	<b>man</b> [4]
38/8 128/18	48/2 48/3	136/1	112/16	48/18 58/13
<b>lived</b> [5]	62/17 74/8	152/19	155/9	119/10
38/4 38/12	82/24 83/1	160/8	<b>mails</b> [3]	119/12
38/17 52/20	92/20	<b>loud</b> [1]	100/4 100/9	<b>managed</b> [1]
52/23	112/19	151/10	100/10	14/20
<b>livestock</b>	118/9	<b>Lynn</b> [1]	<b>main</b> [6]	<b>manager</b> [17]
[3] 39/11	119/12	5/12	20/7 23/13	8/1 8/5
61/21 62/3	151/12	<b>M</b>	38/15	8/8 111/24
<b>load</b> [11]	<b>longer</b> [2]	<b>ma'am</b> [5]	107/12	111/25
21/13 64/6	17/21 49/22	37/19 92/25	147/12	116/8
64/7 65/4	<b>look</b> [14]	94/9 96/6	157/5	116/21
100/18	12/12 19/5	99/16	<b>maintain</b> [4]	117/9
101/2	27/24 27/25	<b>machinery</b>	27/3 27/6	127/10
		[3] 11/19		

<b>M</b>	15/6 18/24	43/1 45/16	<b>May 12th [1]</b>	73/6 75/1
<b>manager...</b>	28/6 95/9	47/21 49/12	6/18	77/4 78/5
<b>[8]</b> 131/2	99/11 121/9	49/13 49/13	<b>May 28th [2]</b>	78/7 78/10
131/12	<b>market [2]</b>	49/13 49/20	14/5	78/24 80/16
133/18	155/22	53/14 54/5	113/19	80/18 80/19
133/19	158/25	55/10 79/24	<b>May 6th [3]</b>	80/20 80/21
133/24	<b>married [2]</b>	84/13 88/16	49/13 49/13	80/22 81/10
137/6	38/10 107/9	88/25 99/3	54/5	82/11 82/21
143/10	<b>material [1]</b>	99/9 104/12	<b>maybe [8]</b>	85/1 86/23
145/4	11/7	106/21	72/21 76/6	88/8 88/10
<b>Mankato [2]</b>	<b>materials</b>	106/22	76/6 86/23	88/14 92/24
8/10 20/4	<b>[2]</b> 18/21	111/2 111/3	101/13	94/18 96/17
<b>many [12]</b>	159/9	111/4 111/7	117/9	99/1 105/2
8/17 11/25	<b>math [1]</b>	112/1 112/5	117/11	107/23
20/21 22/3	21/2	113/19	149/22	108/6
32/16 38/19	<b>matter [20]</b>	118/14	<b>me [113]</b>	108/13
41/6 76/23	1/11 5/21	118/20	19/8 19/8	108/15
80/6 101/11	6/3 14/21	126/13	22/10 23/5	108/24
101/14	29/13 33/21	133/14	23/14 24/1	109/1 116/6
102/9	34/20 37/8	138/21	26/9 30/13	116/12
<b>map [17]</b>	94/18	139/1 139/5	30/18 33/23	117/25
10/10 10/12	123/22	140/12	35/13 43/4	118/1
10/13 10/19	127/25	140/18	45/12 46/5	119/15
11/10 19/4	146/24	140/23	46/6 46/6	120/6
19/9 19/21	146/25	140/23	46/10 46/18	121/11
29/1 29/19	147/8	141/1 141/5	46/22 48/18	122/17
41/20 41/23	147/22	142/20	48/20 48/22	123/11
45/7 55/9	152/12	143/2	49/1 49/3	124/14
56/15 88/8	158/14	145/11	49/4 49/14	127/8
88/10	159/23	151/24	49/16 49/17	128/10
<b>maps [4]</b>	160/9 165/8	153/20	50/4 50/7	128/21
25/20 82/19	<b>matters [5]</b>	162/11	50/19 53/17	129/1
82/23 89/24	84/24 84/25	<b>May 10th</b>	53/18 54/5	129/17
<b>March [10]</b>	97/14 128/1	<b>[15]</b> 45/16	55/1 56/9	130/11
12/16 12/20	128/2	47/21 49/12	56/15 56/19	135/5
13/12 14/10	<b>may [66]</b>	53/14 88/16	57/8 57/8	150/10
16/9 17/6	6/18 8/4	112/5	57/9 57/10	161/25
31/1 87/13	9/7 9/13	118/14	57/16 57/20	163/14
118/12	14/5 14/12	118/20	58/7 58/8	163/24
138/25	15/2 18/8	138/21	58/19 58/19	<b>mean [11]</b>
<b>March 25th</b>	18/22 21/8	139/1 139/5	59/15 62/12	30/16 62/4
<b>[1]</b> 16/9	28/4 31/18	140/12	62/13 62/17	72/3 100/25
<b>mark [2]</b>	32/7 35/9	140/18	66/5 66/5	109/4 112/4
43/6 55/9	35/12 35/16	140/23	67/1 67/7	113/22
<b>marked [8]</b>	36/10 36/24	153/20	67/11 68/14	142/8
9/16 10/23	37/3 37/16	<b>May 11th [1]</b>	68/19 69/21	148/25
		140/23		

<b>M</b>	59/17 69/2	<b>millions [1]</b>	<b>mobilizing</b>	26/9 30/1
<b>mean... [2]</b>	<b>message [4]</b>	116/19	<b>[1]</b> 140/21	36/13 40/15
156/3 156/6	46/11 99/6	<b>mind [2]</b>	<b>mom's [1]</b>	52/8 64/10
<b>means [5]</b>	99/18 99/18	143/5	84/25	64/20 69/18
30/18	<b>messing [1]</b>	148/14	<b>moment [3]</b>	82/14
119/20	116/24	<b>mine [2]</b>	27/1 99/15	102/22
129/8 156/2	<b>met [11]</b>	39/18 73/21	111/4	107/20
157/1	49/11 49/14	<b>mines [1]</b>	<b>monetary [1]</b>	107/21
<b>meant [1]</b>	51/10 54/5	21/23	96/1	135/13
52/3	54/8 58/2	<b>minimal [1]</b>	<b>money [12]</b>	136/6
<b>mechanical</b>	58/13 74/13	7/5	69/16 76/8	136/12
<b>[1]</b> 8/15	90/22 97/18	<b>Minneapolis</b>	76/14 77/16	141/11
<b>mediate [1]</b>	109/6	<b>[7]</b> 2/16	85/16	143/1
146/24	<b>middle [3]</b>	5/16 5/17	108/11	154/23
<b>mediation</b>	19/7 64/18	70/11 97/17	141/8	154/23
<b>[2]</b> 72/24	162/4	128/17	141/10	155/25
146/1	<b>might [16]</b>	128/18	141/11	<b>morning [2]</b>
<b>meet [4]</b>	6/10 7/4	<b>Minnesota</b>	141/15	26/11
58/12 70/2	50/21 50/22	<b>[3]</b> 2/16	159/22	100/11
97/13 97/17	51/1 79/3	8/10 20/4	162/20	<b>most [3]</b>
<b>meeting [7]</b>	101/15	<b>minor [1]</b>	<b>monitored</b>	8/12 29/14
70/4 70/6	105/5	157/20	<b>[1]</b> 12/11	35/5
72/24	127/17	<b>minute [4]</b>	<b>monitoring</b>	<b>Mother [7]</b>
120/25	149/24	33/14 79/19	<b>[2]</b> 12/11	27/24 30/19
121/5	156/13	153/11	154/19	113/13
121/13	158/7 160/3	162/23	<b>Montana [1]</b>	119/7 132/5
136/5	160/4 160/4	<b>mischaracter</b>	2/12	132/8
<b>members [8]</b>	160/5	<b>ized [2]</b>	<b>month [4]</b>	143/12
6/10 7/25	<b>MIKE [3]</b>	163/12	112/6	<b>Motion [1]</b>
34/19	2/4 35/19	163/12	113/15	7/7
100/15	140/8	<b>Miss [2]</b>	155/1	<b>motions [1]</b>
103/19	<b>mile [1]</b>	99/20 100/4	157/18	6/24
139/10	24/21	<b>missed [1]</b>	<b>months [5]</b>	<b>mountain [1]</b>
152/3	<b>mileage [1]</b>	149/25	14/13 34/4	120/4
159/19	9/5	<b>Missouri [1]</b>	112/21	<b>move [22]</b>
<b>memory [4]</b>	<b>milepost [3]</b>	18/9	112/22	10/3 15/20
47/16 72/23	9/5 9/5	<b>misstates</b>	118/25	19/14 24/11
81/20 84/17	9/12	<b>[1]</b> 96/11	<b>Monument [1]</b>	28/21 31/20
<b>mention [3]</b>	<b>miles [5]</b>	<b>mistaken [1]</b>	38/25	32/9 34/5
6/13 56/4	8/17 32/16	128/12	<b>moot [1]</b>	38/12 62/3
96/24	39/5 60/11	<b>mitigation</b>	113/8	63/22 67/9
<b>mentioned</b>	152/5	<b>[1]</b> 157/20	<b>morale [1]</b>	99/22 99/24
<b>[5]</b> 6/13	<b>million [5]</b>	<b>mixup [1]</b>	22/18	118/21
26/8 52/13	21/4 27/19	125/2	<b>more [24]</b>	118/22
53/1 133/13	77/8 157/21	<b>Mobilized</b>	16/8 22/11	134/18
<b>mess [2]</b>	162/19	<b>[1]</b> 118/21	23/12 25/9	139/19

<b>M</b>	135/12	97/25	136/16	81/15 92/25
<b>move...</b> [4]	138/15	109/18	136/23	94/18
139/21	139/12	146/1 147/4	138/19	101/12
139/23	140/7	147/14	139/7	109/2
145/7	145/12	148/5	144/25	132/10
156/22	146/1 147/4	148/23	146/22	149/24
<b>moved</b> [6]	147/14	149/10	147/16	162/20
30/10 38/14	148/1 148/5	149/23	153/7	<b>multiple</b> [1]
63/20 125/8	148/23	163/11	153/15	159/2
139/16	149/10	<b>Mr.</b>	153/23	<b>Musketeers</b>
139/17	149/23	<b>Williams'</b>	154/3 154/8	[1] 18/13
<b>movement</b> [2]	152/15	[2] 85/21	155/5 155/7	<b>my</b> [110]
8/13 29/11	153/22	161/18	155/19	8/1 19/17
<b>moving</b> [5]	158/23	<b>Mr. Wiseman</b>	155/20	25/13 28/2
10/14 27/21	159/18	[12] 17/5	157/18	34/16 38/9
36/12 53/18	161/18	32/12 58/2	158/17	39/4 39/4
60/24	163/11	58/10 78/1	159/13	39/8 40/11
<b>Mr</b> [18] 3/4	<b>Mr. Burns</b>	92/8 109/6	161/7 162/3	40/12 40/12
3/9 3/9	[11] 6/18	111/6	162/13	40/13 41/5
3/10 3/12	37/10 37/16	111/16	162/24	42/12 45/3
3/12 3/15	98/18 99/1	152/15	163/9	45/9 45/9
3/15 3/16	103/22	153/22	163/13	45/25 46/8
36/4 46/16	121/11	158/23	<b>Ms. [10]</b>	46/16 47/14
88/4 109/23	138/15	<b>Mrs</b> [1]	8/23 10/18	48/14 48/22
122/2 136/5	145/12	142/24	11/16 32/4	49/7 49/21
141/17	148/1	<b>Ms</b> [55]	43/16 80/7	55/16 56/8
142/24	159/18	11/11 14/9	104/1	56/15 58/1
142/24	<b>Mr. Dalton</b>	14/11 22/24	156/11	59/25 60/2
<b>Mr. [47]</b>	[1] 47/3	23/6 23/7	159/24	60/4 60/7
6/18 17/5	<b>Mr. Donahoe</b>	23/18 23/24	161/23	61/7 62/6
26/24 32/12	[1] 122/1	25/25 26/5	<b>Ms. Dena</b> [1]	67/1 70/16
37/5 37/10	<b>Mr. Johnson</b>	26/11 32/13	159/24	71/14 73/6
37/16 39/24	[2] 87/16	46/23 52/11	<b>Ms. Kinsella</b>	73/11 73/12
43/19 47/3	135/12	79/23 81/17	[5] 43/16	73/18 73/21
58/2 58/10	<b>Mr. Kinsella</b>	87/8 97/24	80/7 104/1	75/15 76/6
78/1 85/21	[2] 26/24	112/3	156/11	76/24 77/7
87/5 87/16	107/8	113/19	161/23	77/12 79/1
92/8 97/25	<b>Mr. Nelson</b>	117/4 118/9	<b>Ms.</b>	80/13 82/1
98/18 99/1	[1] 139/12	119/7	<b>Kinsella's</b>	82/5 83/12
103/22	<b>Mr. Shawn</b>	120/19	[4] 8/23	84/9 84/25
107/8 109/6	[1] 43/19	130/11	10/18 11/16	87/21 89/3
109/18	<b>Mr. Vehle</b>	130/18	32/4	89/16 90/17
111/6	[1] 140/7	132/16	<b>much</b> [14]	90/17 91/3
111/16	<b>Mr. Williams</b>	134/10	8/15 13/6	91/15 92/14
121/11	[13] 37/5	135/3	30/20 30/21	94/19 94/22
122/1	39/24 87/5	135/20	56/25 64/22	94/22 97/11



<b>M</b>	49/9 84/9	34/4 34/4	32/22 140/2	22/25 72/25
<b>my... [42]</b>	107/8 107/8	35/6 45/11	152/6	73/5 79/11
97/13 97/16	107/9	46/15 47/18	154/24	125/3
97/19 99/6	111/16	48/7 48/18	158/10	130/20
99/7 110/13	127/3 140/8	49/22 50/19	158/11	137/14
110/16	<b>named [1]</b>	54/13 58/9	164/7	145/22
110/16	84/10	58/15 61/19	<b>negligent</b>	146/8
112/12	<b>names [1]</b>	64/12 76/10	<b>[1]</b> 77/9	146/11
115/6	127/17	79/5 83/13	<b>negotiate</b>	146/12
116/17	<b>natural [1]</b>	96/22 97/3	<b>[14]</b>	146/18
118/19	24/3	102/22	105/19	147/8 148/6
119/9	<b>nature [6]</b>	107/17	106/10	149/10
121/22	27/24 30/19	107/20	106/11	153/2
121/22	33/24	107/21	125/11	153/10
122/13	113/13	109/2	125/18	156/19
123/5	119/7	113/20	146/23	156/20
129/12	143/12	114/6	147/18	<b>neighbor [1]</b>
134/24	<b>Nature's [2]</b>	121/13	147/19	152/5
135/22	132/5	124/18	153/24	<b>neighbors</b>
137/1 139/8	132/8	124/20	155/8 155/9	<b>[3]</b> 34/21
139/18	<b>near [3]</b>	132/21	156/4	35/1 154/1
139/20	8/24 78/9	136/24	156/18	<b>NELSON [4]</b>
140/8	159/10	140/4 144/7	163/10	2/4 100/17
141/13	<b>Nebraska [1]</b>	144/14	<b>negotiated</b>	139/12
141/20	8/11	154/22	<b>[11]</b> 23/3	139/14
141/24	<b>necessary</b>	159/4	103/2 123/5	<b>netting [1]</b>
142/22	<b>[6]</b> 7/8	161/14	123/13	120/1
143/8 145/6	34/20	<b>needed [24]</b>	124/7	<b>never [39]</b>
146/17	152/17	12/9 13/12	147/21	25/16 26/6
156/25	152/18	17/8 23/16	158/24	26/7 35/1
160/17	158/24	23/16 33/11	161/3 161/4	46/4 46/6
161/18	159/5	46/5 49/15	161/13	55/25 57/9
161/22	<b>necessity</b>	54/7 59/4	161/15	57/25 58/13
163/6 163/7	<b>[8]</b> 153/4	59/4 62/23	<b>negotiating</b>	60/24 61/10
163/7 164/3	156/24	63/17 64/10	<b>[8]</b> 68/19	61/11 64/7
165/9	157/4 157/8	65/14 65/15	98/6 112/8	65/4 71/11
165/17	158/10	75/23	129/4 153/6	71/12 71/13
<b>myself [5]</b>	159/5	114/24	155/15	71/13 71/15
98/23 100/6	161/11	114/24	156/8	72/3 72/20
145/25	161/16	118/14	162/13	76/22 77/22
147/4 148/6	<b>need [48]</b>	138/2	<b>negotiation</b>	91/5 92/18
	12/17 27/14	138/21	<b>[4]</b> 148/14	93/4 93/8
<b>N</b>	27/23 28/3	162/6	155/17	93/11 97/18
<b>name [12]</b>	30/22 30/22	162/16	156/14	101/19
6/15 8/1	31/11 32/19	<b>needs [9]</b>	161/16	108/15
35/17 46/17	33/6 34/1	27/18 31/9	<b>negotiations</b>	108/21
			<b>[20]</b> 22/24	

<b>N</b>	74/17 75/7	135/17	20/16	28/25 29/14
<b>never... [6]</b>	75/9 75/14	135/17	<b>normally [4]</b>	30/8 30/15
132/11	75/25 76/3	135/18	14/19	31/8 34/4
136/23	76/12 77/24	138/13	26/12	48/4 51/14
144/13	78/12 78/16	138/23	153/10	88/15 89/13
144/24	78/18 78/20	142/4 142/7	153/10	90/8 90/19
145/7	82/7 84/16	142/19	<b>north [6]</b>	93/12 94/12
160/22	84/16 87/12	145/17	16/15 40/5	95/13 95/25
<b>new [6]</b>	87/24 88/20	151/7	40/13 40/15	97/2 98/9
24/17 24/18	89/7 91/17	156/16	40/16 41/25	100/4
26/14 59/10	94/24 95/14	161/15	<b>not [213]</b>	114/11
63/21 85/7	96/20 96/24	162/1 162/2	<b>not the [1]</b>	114/17
<b>next [12]</b>	99/12 100/2	162/2	117/6	115/2 115/7
9/23 11/4	100/21	163/14	<b>note [5]</b>	117/12
39/9 46/14	100/21	<b>No. [6]</b>	5/5 25/19	121/20
79/3 106/22	102/3	9/16 15/7	81/6 88/19	126/17
111/3	102/23	18/25 28/7	146/7	128/18
144/16	103/20	28/11 32/9	<b>notes [11]</b>	134/10
144/18	104/2 104/6	<b>No. 1 [1]</b>	47/7 80/15	135/3
144/20	104/10	9/16	80/16 80/18	135/24
147/1 148/4	105/22	<b>No. 2 [1]</b>	80/24 81/1	137/6
<b>NICASTRO [2]</b>	106/17	15/7	81/2 81/2	138/24
2/11 5/9	108/3 108/8	<b>No. 3 [1]</b>	86/5 86/9	143/9
<b>nice [2]</b>	108/8 109/5	18/25	134/24	143/13
61/12 75/19	109/7 109/9	<b>No. 4 [2]</b>	<b>nothing [11]</b>	143/15
<b>no [120]</b>	110/11	28/7 28/11	7/11 25/21	144/5 145/7
4/2 4/13	110/20	<b>No. 6 [1]</b>	26/15 55/10	147/19
7/5 10/6	111/1	32/9	69/25 75/20	154/18
11/17 11/21	112/17	<b>nobody [7]</b>	89/5 110/23	156/22
13/10 15/23	113/9	57/13 57/19	136/11	160/19
17/21 19/18	113/14	57/20 58/8	163/21	162/9
20/13 25/21	113/16	67/5 67/6	163/21	<b>nowhere [1]</b>
28/23 31/23	116/3	76/6	<b>notice [3]</b>	60/3
32/10 35/13	116/18	<b>non [1]</b>	126/18	<b>num [1]</b>
36/3 42/15	117/20	21/19	126/19	97/12
42/16 42/16	118/7 119/6	<b>non-issue</b>	126/22	<b>number [8]</b>
43/11 43/23	120/7	<b>[1] 21/19</b>	<b>noticed [1]</b>	17/1 18/18
47/24 49/2	123/10	<b>none [7]</b>	45/6	57/22 74/2
51/9 52/22	126/15	20/13 94/25	<b>November [1]</b>	76/7 92/9
55/23 55/25	126/15	116/16	72/13	163/4
58/3 58/13	127/24	116/17	<b>now [52]</b>	163/10
59/2 64/1	129/25	122/15	8/23 11/3	<b>numbered [1]</b>
64/11 64/12	132/6	131/16	11/23 16/16	165/6
64/14 68/17	132/10	131/18	17/20 19/20	<b>numerous [5]</b>
69/8 71/7	133/21	<b>normal [3]</b>	20/6 23/23	31/4 97/13
73/1 74/14	134/11	16/17 16/19	25/24 27/21	157/24

<b>N</b>	17/19 23/16	122/8 125/4	130/4 130/6	122/8 123/2
<b>numerous...</b>	109/25	130/16	<b>oh [12]</b>	123/3 126/9
<b>[2]</b> 158/18	134/21	130/22	15/15 19/10	130/2 130/5
158/18	142/15	145/19	28/14 54/11	130/8
	150/12	147/16	59/22 77/2	130/21
<b>O</b>	151/5 151/8	148/4 155/7	82/8 83/21	134/1
<b>oath [9]</b>	<b>occurred [1]</b>	155/17	84/12 84/16	134/11
7/20 37/23	48/15	155/18	105/20	135/3
74/19 79/24	<b>October [7]</b>	155/21	130/4	145/19
107/4 111/8	18/16 25/17	156/10	<b>okay [266]</b>	151/5
111/12	68/8 110/8	158/25	<b>old [2]</b>	151/25
131/15	120/25	159/1	20/16 49/21	153/1 153/6
131/17	121/6	<b>offered [8]</b>	<b>older [1]</b>	153/10
<b>object [6]</b>	123/25	4/2 4/13	33/6	157/7
44/18 46/20	<b>October 23rd</b>	56/25 77/17	<b>once [12]</b>	159/16
49/25 51/21	<b>[2]</b> 120/25	92/2 105/2	6/4 7/3	162/19
122/12	121/6	122/16	17/17 17/19	164/2
146/7	<b>off [26]</b>	155/5	30/7 44/1	<b>ones [1]</b>
<b>objection</b>	22/13 23/19	<b>offering [7]</b>	44/1 62/25	88/9
<b>[23]</b> 10/5	31/5 42/1	44/20	63/20 68/14	<b>onetime [1]</b>
10/6 15/22	42/2 51/1	44/22 81/14	71/13 71/15	27/22
15/23 19/16	59/5 59/8	122/4 122/7	<b>one [62]</b>	<b>ongoing [7]</b>
19/18 28/22	60/2 60/4	145/24	13/7 18/17	75/13 75/22
28/23 31/23	61/2 62/6	162/24	20/7 20/7	98/17
32/10 46/25	63/3 63/13	<b>offers [1]</b>	21/13 23/8	143/11
47/5 52/7	67/9 67/11	123/14	23/13 24/20	143/17
96/11 100/1	69/1 93/23	<b>offhand [1]</b>	26/23 36/25	143/20
100/2	102/14	109/16	39/10 44/12	145/9
119/22	103/3	<b>office [2]</b>	47/24 56/2	<b>Onida [2]</b>
121/2	136/25	57/15 58/6	57/10 57/21	21/14 21/15
122/10	145/23	<b>officer [14]</b>	58/17 67/1	<b>only [18]</b>
133/3 147/7	152/2 153/5	2/3 5/20	70/1 71/11	11/17 18/18
148/12	156/19	39/18 51/25	71/12 71/14	20/7 41/23
149/12	157/5	86/3 109/12	71/17 76/23	49/5 49/7
<b>obligated</b>	<b>offer [33]</b>	116/7	78/4 81/6	54/24 56/13
<b>[1]</b> 25/4	31/14 32/2	116/13	81/18 87/12	73/21 74/2
<b>obtain [2]</b>	32/5 32/13	116/14	88/1 88/4	78/4 91/17
151/3	56/22 57/4	127/4 127/7	93/4 93/11	122/1
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51/6 152/7	31/10	153/14	35/21 35/22	157/25
<b>railroad</b>	<b>rate</b> [4]	153/19	146/17	<b>received</b>
[204]	23/19	154/12	<b>readings</b> [1]	[20] 4/2
	103/11	154/15	148/1	4/13 5/23



<b>R</b>	<b>referenced</b>	<b>relating [3]</b>	<b>repairs [1]</b>	122/24
<b>received...</b>	<b>[5]</b> 7/8	146/12	11/18	<b>requesting</b>
<b>[17]</b> 10/7	51/5 122/19	146/16	<b>repeat [1]</b>	<b>[3]</b> 11/3
15/24 19/19	122/21	146/18	5/4	60/10
23/6 28/24	147/5	<b>relationship</b>	<b>repeatedly</b>	159/12
31/24 32/11	<b>referencing</b>	<b>[8]</b> 13/24	<b>[2]</b> 90/14	<b>required [2]</b>
37/12 56/19	<b>[1]</b> 47/22	25/6 25/7	93/9	91/21
74/4 85/21	<b>referred [1]</b>	26/13 51/4	<b>replace [2]</b>	126/24
85/24 93/11	17/2	78/2 78/3	17/21 27/19	<b>requirement</b>
94/12 100/3	<b>referring</b>	78/5	<b>replaced [2]</b>	<b>[1]</b> 156/16
125/4	<b>[1]</b> 47/7	<b>relatively</b>	17/8 24/5	<b>requirements</b>
149/13	<b>refresh [1]</b>	<b>[1]</b> 32/19	<b>replacement</b>	<b>[1]</b> 124/21
<b>receiving</b>	84/17	<b>relax [1]</b>	<b>[1]</b> 138/23	<b>reschedule</b>
<b>[1]</b> 158/4	<b>refused [2]</b>	52/1	<b>reporter [5]</b>	<b>[1]</b> 121/13
<b>recent [1]</b>	97/15	<b>rely [1]</b>	6/16 35/18	<b>reservation</b>
29/14	146/23	90/16	79/19	<b>[1]</b> 86/8
<b>recently [2]</b>	<b>regard [2]</b>	<b>remains [1]</b>	120/14	<b>reserve [1]</b>
89/20	119/2	24/10	165/14	35/10
135/19	145/22	<b>remediation</b>	<b>reporter's</b>	<b>residence</b>
<b>recess [4]</b>	<b>regarding</b>	<b>[1]</b> 118/4	<b>[1]</b> 5/5	<b>[1]</b> 127/23
79/19 79/20	<b>[3]</b> 8/24	<b>remedy [1]</b>	<b>representati</b>	<b>resolute [1]</b>
79/21	31/12 148/6	151/1	<b>on [3]</b> 9/25	123/15
164/11	<b>regardless</b>	<b>remember</b>	19/11 28/19	<b>resolution</b>
<b>recognize</b>	<b>[1]</b> 50/10	<b>[11]</b> 11/1	<b>representati</b>	<b>[5]</b> 33/20
<b>[4]</b> 9/17	<b>regards [3]</b>	25/16 49/9	<b>ons [3]</b>	68/10 97/14
15/8 19/1	91/6 133/23	56/25 74/24	15/16 88/18	123/6
28/8	153/7	80/11 80/16	90/19	123/14
<b>recognizing</b>	<b>Registered</b>	80/18	<b>representati</b>	<b>resolve [2]</b>
<b>[1]</b> 86/11	<b>[1]</b> 165/14	103/13	<b>ve [2]</b>	68/20 69/22
<b>record [6]</b>	<b>regrettably</b>	121/7 135/8	48/10	<b>resolved [5]</b>
5/6 12/5	<b>[1]</b> 121/11	<b>remembered</b>	125/22	54/8 62/22
37/13	<b>regulation</b>	<b>[1]</b> 83/9	<b>representing</b>	69/15 85/16
145/23	<b>[2]</b> 27/4	<b>remind [1]</b>	<b>[4]</b> 5/7	123/16
152/2 165/7	146/18	161/1	43/19 46/9	<b>resort [2]</b>
<b>redirect [5]</b>	<b>rejected [4]</b>	<b>remiss [1]</b>	85/1	34/17 34/18
3/10 3/16	95/5	82/16	<b>represents</b>	<b>respect [1]</b>
103/21	130/22	<b>remove [2]</b>	<b>[3]</b> 29/6	11/24
103/24	155/7 159/1	25/1 48/21	74/11 74/11	<b>respond [8]</b>
138/16	<b>rejection</b>	<b>removed [2]</b>	<b>request [6]</b>	31/10 31/11
<b>refer [6]</b>	<b>[2]</b> 32/6	141/21	24/9 60/12	104/19
7/6 12/19	32/13	142/11	114/4 150/2	104/22
39/22 43/14	<b>relate [1]</b>	<b>repair [7]</b>	150/3	105/10
47/18 95/10	146/11	17/20 17/21	150/18	122/15
<b>reference</b>	<b>related [2]</b>	27/3 33/5	<b>requested</b>	153/8
<b>[2]</b> 6/17	125/6	55/19 63/17	<b>[4]</b> 6/22	154/25
40/4	149/10	157/21	69/20 100/7	<b>response</b>
				<b>[11]</b> 32/5

<b>R</b>	34/7 38/21	118/15	29/11 30/4	56/20 60/3
<b>response...</b>	40/6 42/2	120/19	30/10 30/16	60/16 60/21
<b>[10]</b> 69/24	42/3 42/18	123/22	30/22 30/25	60/21 61/2
71/18 95/11	43/3 43/8	123/25	31/2 31/9	61/3 61/11
95/14 96/7	43/18 50/2	124/5 125/7	31/13 33/24	61/12 61/14
103/20	51/1 51/2	126/2	34/1 35/4	61/15 61/16
111/1	51/14 52/25	126/17	41/16 41/16	61/19 61/24
142/19	55/22 56/3	127/16	41/19 51/17	62/5 62/5
155/9	57/17 58/24	127/25	52/13 55/19	63/1 65/13
156/19	59/5 59/5	128/7 128/8	73/16 76/22	66/3 66/18
<b>responsibili</b>	59/7 59/8	128/9	77/10 82/20	68/25 69/1
<b>ty [1]</b>	63/13 64/3	130/21	82/24 83/3	69/2 69/3
119/6	64/24 65/12	138/22	83/5 83/7	69/17 70/24
<b>responsible</b>	65/22 66/11	139/9 143/5	83/8 88/9	71/12 83/6
<b>[1]</b> 121/19	66/14 66/15	143/9 148/3	112/25	90/3 90/20
<b>rest [7]</b>	67/20 68/3	150/23	113/3 113/6	91/25 93/18
20/11 64/17	68/4 68/13	151/4	116/24	93/21 94/13
69/16	68/16 70/14	158/16	117/2	95/2 106/6
132/16	70/24 72/16	161/9 163/7	117/16	114/2 114/3
136/3 136/4	73/13 75/2	163/23	118/4 118/7	114/4
162/21	75/3 77/14	<b>right-hand</b>	118/24	114/11
<b>results [1]</b>	77/25 79/13	<b>[1]</b> 29/8	130/25	114/16
121/12	83/18 84/4	<b>rights [1]</b>	138/12	114/24
<b>retained [1]</b>	84/7 85/10	159/25	154/19	115/3 115/4
70/13	85/16 85/18	<b>rip [1]</b>	157/14	115/5 115/8
<b>retake [1]</b>	86/1 86/18	139/3	160/16	120/17
111/7	86/19 87/4	<b>rip-rap [1]</b>	160/19	135/4 135/6
<b>return [1]</b>	90/5 93/24	139/3	<b>river's [3]</b>	135/14
81/24	96/14 99/2	<b>riprap [7]</b>	117/4 117/8	141/19
<b>revenues [2]</b>	101/25	13/1 83/25	160/17	141/21
21/21	102/18	84/5 134/17	<b>road [95]</b>	142/1 142/6
116/15	104/3 104/4	140/11	2/11 9/23	142/11
<b>review [1]</b>	106/1 106/3	140/15	10/14 10/17	142/11
99/15	106/12	140/20	10/21 10/25	142/16
<b>reviewing</b>	106/25	<b>risk [3]</b>	11/10 11/15	143/14
<b>[1]</b> 128/5	108/23	22/20 155/2	12/4 24/7	150/4
<b>ride [1]</b>	109/16	158/6	24/9 33/7	151/15
54/23	109/17	<b>river [59]</b>	33/13 38/24	154/22
<b>rig [1]</b>	111/16	10/13 10/16	39/2 39/7	157/10
110/16	113/11	12/4 12/6	40/8 40/11	157/11
<b>right [114]</b>	114/11	16/17 16/19	40/19 40/19	158/17
6/2 7/16	115/2 115/6	16/19 16/25	41/13 41/14	159/7
9/23 10/15	115/8 115/9	18/9 18/19	41/16 42/9	<b>roadbed [1]</b>
16/18 19/6	115/24	18/19 25/2	42/10 55/1	12/8
19/6 24/2	116/19	28/1 28/15	55/2 55/3	<b>Rob [3]</b> 8/1
24/8 29/8	117/5	29/6 29/6	55/13 55/16	54/12 84/10

<b>R</b>	20/23 21/18	108/12	147/7 147/9	105/21
<b>ROBY [3]</b>	<b>S</b>	108/13	148/11	111/16
2/7 141/17	<b>s/s [1]</b>	108/15	149/12	117/6
141/18	165/13	110/16	149/14	120/19
<b>rock [4]</b>	<b>safe [1]</b>	111/22	157/10	130/3
11/8 118/22	27/10	113/19	160/3	150/11
135/10	<b>said [92]</b>	113/23	<b>satisfaction</b>	155/19
140/24	12/23 19/5	113/23	<b>[1] 66/24</b>	162/2
<b>ROD [7] 2/5</b>	33/12 34/25	120/17	<b>save [7]</b>	<b>says [11]</b>
3/3 3/14	41/6 45/25	120/18	17/11 22/17	45/4 71/24
7/14 7/18	46/1 46/12	128/17	56/13 84/5	81/15 86/12
104/15	46/14 48/10	129/17	88/13 88/13	96/13
111/10	48/18 48/23	134/19	113/12	121/11
<b>Rodney [1]</b>	49/18 51/16	136/1 136/1	<b>saw [5]</b>	127/20
104/15	51/19 54/4	136/11	26/25 78/14	129/3
<b>role [1]</b>	54/7 54/8	136/16	108/18	129/19
152/4	54/13 54/24	136/23	121/20	149/4 149/4
<b>RON [1] 2/5</b>	56/7 56/7	142/13	160/16	<b>scale [3]</b>
<b>room [1]</b>	57/18 57/19	151/15	<b>say [32]</b>	100/19
11/25	58/7 58/9	161/8	13/18 50/19	101/6
<b>Rose [1]</b>	58/18 59/15	163/13	50/25 54/2	101/15
74/11	59/16 59/17	163/14	64/1 71/7	<b>scales [1]</b>
<b>ROSENBOOM</b>	59/18 59/20	163/17	71/16 75/12	108/4
<b>[1] 2/5</b>	59/22 61/12	<b>said/she [2]</b>	75/23 75/24	<b>schedule [1]</b>
<b>round [1]</b>	64/11 64/12	113/23	77/1 82/8	26/18
139/17	64/14 64/15	136/1	96/22 97/3	<b>scope [2]</b>
<b>route [3]</b>	67/7 67/8	<b>sale [2]</b>	100/9	17/24 25/14
24/8 54/19	69/6 71/10	129/21	100/22	<b>season [1]</b>
54/23	75/6 75/7	155/16	104/24	18/15
<b>routes [1]</b>	75/7 75/9	<b>same [31]</b>	106/18	<b>seated [1]</b>
20/18	75/12 75/20	8/5 14/20	109/4 120/8	79/24
<b>Rube [2]</b>	80/1 80/21	26/13 27/11	121/17	<b>second [24]</b>
54/12 57/23	81/14 82/16	59/13 65/3	122/2	15/14 19/8
<b>rule [1]</b>	83/13 88/10	80/25 80/25	128/21	28/12 46/23
46/25	96/16 98/16	81/5 95/5	130/5 137/9	65/5 68/24
<b>rules [2]</b>	99/3 101/2	95/21 97/4	144/4	88/22 92/17
52/1 161/6	101/22	97/7 97/25	147/20	99/20 102/2
<b>ruling [4]</b>	102/13	107/8 108/1	161/3 161/4	102/5 103/2
6/22 50/7	103/15	112/5	163/1	103/3 103/5
86/14 147/9	106/2	113/15	163/14	107/16
<b>run [8]</b>	107/19	114/9	163/18	107/18
11/23 18/10	107/21	114/14	<b>saying [14]</b>	107/18
18/17 29/1	107/22	114/16	26/10 48/1	108/11
34/23 61/8	107/23	133/20	58/15 94/8	109/2
101/6 144/7	108/5	133/22	97/10	139/17
<b>running [2]</b>	108/10	137/20	104/23	139/18

<b>S</b>	108/7 114/7	113/19	113/23	26/25 78/14
<b>second...</b>	114/7	<b>services [2]</b>	114/4	108/17
<b>[3]</b> 139/23	126/19	91/21	119/23	108/20
146/4	154/20	110/19	119/24	<b>shore [2]</b>
156/22	163/4	<b>servicing</b>	120/1	12/17 12/24
<b>section [1]</b>	<b>select [1]</b>	<b>[1]</b> 157/6	123/15	<b>shot [1]</b>
132/23	147/25	<b>serving [1]</b>	130/18	30/7
<b>see [29]</b>	<b>self [2]</b>	157/7	130/22	<b>should [21]</b>
12/14 16/8	156/3 156/5	<b>session [1]</b>	134/10	45/18 72/1
16/10 16/13	<b>self-evident</b>	79/22	134/10	76/18 76/19
16/14 16/15	<b>[2]</b> 156/3	<b>set [7]</b>	134/15	76/20 77/6
16/21 16/23	156/5	6/20 21/17	134/19	77/6 78/24
20/12 25/20	<b>sell [2]</b>	35/24	135/9 136/1	82/25 89/13
29/7 29/11	64/17 64/20	103/16	137/2 139/2	93/22 113/5
30/3 30/24	<b>send [4]</b>	120/25	155/7 155/8	128/10
30/25 31/1	26/12 71/20	162/3	155/9	132/20
45/2 45/11	113/21	162/12	155/10	146/11
82/16 82/20	162/5	<b>setting [2]</b>	155/14	148/20
90/15 98/21	<b>sending [3]</b>	6/19 21/12	155/21	155/25
116/23	58/14 58/19	<b>settlement</b>	156/12	156/3 156/5
118/23	113/20	<b>[1]</b> 147/15	156/14	156/13
119/4	<b>sense [4]</b>	<b>settles [1]</b>	156/14	161/25
121/19	31/1 47/23	104/17	163/9	<b>shouldn't</b>
127/3 155/8	53/1 140/3	<b>seven [2]</b>	163/10	<b>[2]</b> 123/16
164/5	<b>sent [9]</b>	8/18 17/25	163/13	159/25
<b>seed [1]</b>	26/12 26/12	<b>several [1]</b>	163/14	<b>show [8]</b>
25/18	59/19 80/9	50/18	163/17	12/2 28/15
<b>seeded [1]</b>	83/11 89/20	<b>share [1]</b>	163/17	39/18 70/8
93/25	99/1 125/4	109/14	163/20	82/23 119/4
<b>seeing [2]</b>	161/7	<b>Shawn [10]</b>	163/20	143/11
12/14 52/24	<b>separate [9]</b>	43/19 49/11	163/20	161/5
<b>seek [1]</b>	41/10	49/14 54/5	163/21	<b>showed [9]</b>
162/2	93/12 94/7	57/23 58/14	164/4	29/25 49/16
<b>seeking [3]</b>	96/5 96/20	58/18 59/19	<b>she's [4]</b>	52/12 56/9
132/22	96/23 96/23	80/19 83/11	39/23 51/22	56/15 72/20
151/1 159/7	98/3 155/13	<b>she [53]</b>	155/11	99/2 113/17
<b>seemed [5]</b>	<b>separately</b>	23/8 23/10	155/23	129/1
26/3 35/20	<b>[1]</b> 98/5	23/12 23/13	<b>shifting [2]</b>	<b>showing [10]</b>
35/25	<b>series [1]</b>	24/8 24/11	31/13 34/1	15/6 15/12
106/18	59/19	24/13 24/19	<b>Shiloh [1]</b>	83/13 91/1
106/19	<b>serious [1]</b>	24/20 24/23	2/11	98/19 99/3
<b>seems [1]</b>	12/12	25/1 26/8	<b>ship [1]</b>	99/7 121/9
163/23	<b>serve [1]</b>	96/15 107/9	157/25	160/10
<b>seen [10]</b>	6/1	107/22	<b>shipping [1]</b>	161/14
43/16 70/22	<b>service [3]</b>	108/11	20/16	<b>shown [2]</b>
73/24 93/4	8/14 14/6	113/20	<b>shoot [4]</b>	89/11

<b>S</b>	<b>silly [1]</b>	144/3	<b>snow [1]</b>	<b>somebody</b>
<b>shown... [1]</b>	52/2	145/17	30/20	<b>[10]</b> 26/14
123/19	<b>similar [4]</b>	146/20	<b>so [219]</b>	57/11 57/16
<b>shows [7]</b>	14/22 34/7	148/3	<b>soil [2]</b>	57/17 57/19
9/20 9/21	88/8 129/21	148/16	69/14 69/14	58/6 58/7
9/22 10/13	<b>simply [1]</b>	149/3	<b>sole [1]</b>	78/14 81/22
10/15 19/4	156/2	151/19	53/9	108/17
29/4	<b>since [12]</b>	151/23	<b>solely [2]</b>	<b>somehow [3]</b>
<b>shut [8]</b>	8/4 12/3	<b>sister [1]</b>	55/15 55/17	79/7 135/4
18/3 18/4	38/9 38/17	160/2	<b>solution [2]</b>	160/16
18/5 18/6	49/1 52/20	<b>site [1]</b>	22/15 78/9	<b>someone [2]</b>
20/10 21/3	52/22 52/23	58/1	<b>some [52]</b>	60/6 156/7
21/22	144/22	<b>sitting [5]</b>	5/22 7/4	<b>something</b>
157/23	145/9	38/23 45/25	7/5 12/2	<b>[23]</b> 14/20
<b>shutdown [3]</b>	146/15	46/8 131/23	13/25 20/14	24/23 25/11
21/21 22/7	149/17	159/20	21/11 21/12	36/1 48/11
22/20	<b>single [3]</b>	<b>situation</b>	33/3 33/5	48/18 51/15
<b>shutting [1]</b>	113/25	<b>[13]</b> 14/22	33/7 35/20	56/8 58/16
13/8	127/14	31/10 32/25	35/25 38/10	69/6 75/11
<b>side [16]</b>	127/22	121/12	41/13 46/3	82/25 83/14
16/25 41/4	<b>Sioux [1]</b>	137/12	46/15 46/15	116/23
41/14 42/12	22/5	138/8	50/25 51/1	122/13
42/14 59/6	<b>sir [41]</b>	152/17	54/6 57/14	132/19
59/7 61/2	9/17 11/21	152/19	59/15 72/14	137/16
62/25 63/1	15/8 15/18	153/14	72/15 76/8	141/25
63/2 69/5	19/1 19/12	155/2 156/5	76/9 76/14	149/25
83/25 86/24	19/23 20/9	157/12	77/7 77/16	152/14
93/24	27/4 28/8	157/13	83/10 84/5	152/15
151/25	28/9 28/20	<b>situations</b>	84/23 90/19	154/25
<b>sides [5]</b>	32/3 34/10	<b>[5]</b> 138/2	90/20 99/5	158/22
5/25 63/11	34/12 36/11	138/10	102/12	<b>sometime [2]</b>
63/12	36/15	150/17	102/21	25/17 68/8
130/21	107/10	152/8 157/2	107/21	<b>sometimes</b>
130/23	107/14	<b>six [2]</b>	133/13	<b>[2]</b> 137/11
<b>signed [11]</b>	110/2 110/6	36/25 156/7	133/22	137/12
14/11 44/1	111/4	<b>skill [1]</b>	134/12	<b>somewhere</b>
45/15 45/16	111/17	165/9	134/17	<b>[2]</b> 64/16
54/9 88/15	113/12	<b>slightly [2]</b>	134/18	79/6
136/15	115/25	94/17	135/11	<b>soon [2]</b>
140/23	122/9	155/6	142/15	55/3 72/12
141/5 154/9	126/14	<b>sloppy [1]</b>	145/13	<b>sooner [2]</b>
154/10	131/17	162/10	149/21	26/19 66/2
<b>significant</b>	133/13	<b>slow [2]</b>	150/7	<b>sorry [17]</b>
<b>[4]</b> 11/18	134/25	83/2 160/5	151/21	9/9 15/15
14/7 43/24	137/8 138/9	<b>small [2]</b>	156/25	19/10 19/17
81/20	138/14	39/10 94/14	164/3	41/7 46/19

<b>S</b>	126/13	15/5 65/16	<b>states</b> [3]	44/11 86/7
<b>sorry...</b>	130/16	118/23	74/20 88/22	<b>stipulated</b>
[11] 49/23	136/8	123/6	147/14	[8] 31/21
75/15 84/16	147/25	140/21	<b>statute</b> [4]	32/8 37/7
85/5 100/25	<b>speaks</b> [1]	141/4 153/5	6/6 146/17	37/9 44/25
104/9	148/25	<b>started</b> [17]	150/15	74/18 99/13
104/23	<b>specific</b> [1]	12/7 12/11	161/8	122/5
114/12	17/22	12/12 12/13	<b>stay</b> [1]	<b>stipulation</b>
131/6	<b>specificatio</b>	12/13 12/14	89/3	[1] 44/23
142/21	<b>ns</b> [1] 24/8	14/9 48/3	<b>stays</b> [1]	<b>stood</b> [2]
144/1	<b>specified</b>	55/4 55/5	143/5	31/4 75/10
<b>sort</b> [3]	[1] 72/2	73/11 83/6	<b>step</b> [10]	<b>stop</b> [5]
56/1 123/24	<b>speculation</b>	83/23 84/1	35/12 36/24	13/5 19/8
150/15	[1] 121/25	85/7 141/25	37/4 104/12	56/14 84/6
<b>sound</b> [1]	<b>speed</b> [2]	153/7	106/21	136/25
134/25	91/9 91/13	<b>starting</b> [3]	111/2	<b>straight</b> [2]
<b>sounds</b> [1]	<b>spend</b> [3]	16/16	142/20	29/9 30/7
135/1	27/19 128/4	153/16	143/2	<b>straightforw</b>
<b>south</b> [31]	162/20	156/15	145/11	<b>ard</b> [1]
1/1 1/24	<b>spread</b> [1]	<b>starts</b> [2]	150/11	89/13
8/11 14/17	157/9	16/8 28/11	<b>Steve</b> [1]	<b>studies</b> [2]
16/4 21/15	<b>spring</b> [5]	<b>state</b> [18]	5/8	82/9 82/10
22/5 32/17	24/3 65/12	6/15 13/24	<b>STEVEN</b> [1]	<b>Stuff</b> [1]
32/18	91/23 91/23	35/17 60/16	2/10	118/21
115/17	130/25	60/21 89/10	<b>sticking</b> [2]	<b>subcontracto</b>
116/2 116/4	<b>spur</b> [2]	95/14 116/2	141/3	<b>rs</b> [1] 51/8
124/4	157/3 157/5	116/4 124/4	141/7	<b>subject</b> [3]
126/24	<b>ss</b> [1]	126/24	<b>sticks</b> [1]	8/20 10/21
127/15	165/1	127/15	69/19	95/21
127/23	<b>staff</b> [1]	128/7 152/4	<b>still</b> [23]	<b>submission</b>
128/3 128/7	144/22	159/24	26/1 34/8	[12] 6/21
128/11	<b>stage</b> [1]	160/13	34/11 59/20	45/3 45/9
128/12	159/9	162/22	62/22 69/8	80/13 84/7
128/14	<b>staging</b> [2]	165/1	79/23 79/24	85/20 85/23
129/2 130/9	11/7 151/13	<b>stated</b> [5]	82/10 82/12	86/4 86/22
145/4	<b>stand</b> [3]	26/24 78/1	82/12 86/5	147/5 161/8
154/16	79/23 111/7	92/9 105/13	92/6 106/6	161/22
154/17	149/18	134/11	111/8 114/3	<b>submissions</b>
157/1	<b>standard</b> [1]	<b>statement</b>	115/5	[2] 122/21
157/24	27/6	[4] 78/17	133/22	162/14
158/1 161/8	<b>standards</b>	150/21	139/6	<b>submit</b> [8]
165/1	[1] 135/5	156/25	142/16	37/7 81/12
<b>soybeans</b> [1]	<b>standing</b> [1]	157/1	147/21	126/25
33/10	58/11	<b>statements</b>	157/8	160/3
<b>speak</b> [6]	<b>start</b> [9]	[2] 5/25	158/17	160/11
9/10 122/1	14/2 15/1	6/2	<b>stipulate</b>	162/17
			[3] 44/7	

<b>S</b>	<b>supposed [7]</b>	<b>swaying [4]</b>	114/5	114/22
<b>submit...</b>	57/22	58/17 59/20	119/23	117/14
<b>[2]</b> 163/5	61/12 93/25	83/10 84/3	159/25	151/9 153/5
164/6	94/1 114/3	<b>swing [1]</b>	<b>takes [1]</b>	<b>talks [1]</b>
<b>submitted</b>	130/13	30/6	152/14	67/10
<b>[5]</b> 70/20	163/3	<b>switch [1]</b>	<b>taking [6]</b>	<b>team [2]</b>
73/23 74/3	<b>supposedly</b>	27/1	66/17 77/9	143/25
85/13 149/7	<b>[1]</b> 102/10	<b>sworn [5]</b>	82/17	144/2
<b>Subsequent</b>	<b>Supreme [1]</b>	7/19 37/22	101/23	<b>technically</b>
<b>[1]</b> 70/13	157/2	74/19 107/3	119/18	<b>[2]</b> 122/22
<b>subsidiary</b>	<b>sure [8]</b>	111/11	163/24	126/4
<b>[1]</b> 127/13	33/4 35/19	<b>system [2]</b>	<b>talk [20]</b>	<b>tell [29]</b>
<b>substantial</b>	62/19	117/21	20/10 22/23	9/2 9/19
<b>[3]</b> 136/21	119/16	118/2	26/14 27/1	13/19 15/10
153/16	119/23	<b>T</b>	48/13 55/21	16/1 19/3
154/14	137/11	<b>table [2]</b>	58/9 65/6	19/21 22/10
<b>successfully</b>	145/5 154/1	155/15	65/11 67/7	23/5 23/14
<b>[1]</b> 58/22	<b>surrounding</b>	156/8	73/19 77/22	24/1 26/9
<b>such [5]</b>	<b>[1]</b> 11/15	<b>tablet [1]</b>	82/3 82/18	28/10 28/12
11/7 30/5	<b>survey [10]</b>	81/4	87/10 113/5	32/22 34/19
33/20 157/2	75/6 75/7	<b>take [35]</b>	114/2	38/3 50/7
158/19	75/15 75/22	12/12 13/13	119/25	68/18 75/4
<b>sudden [3]</b>	75/23 151/1	13/14 15/25	156/22	78/7 81/17
83/19	151/3	15/25 22/16	160/8	81/19 81/19
106/16	159/12	33/11 49/18	<b>talked [16]</b>	107/15
162/1	162/6	50/7 50/8	21/20 29/18	119/15
<b>suddenly [1]</b>	162/11	50/25 58/21	39/24 43/10	134/13
134/12	<b>surveyed [1]</b>	61/4 65/19	48/9 49/18	135/5 141/6
<b>sufficient</b>	94/20	79/18 89/18	54/3 58/4	<b>telling [4]</b>
<b>[1]</b> 155/25	<b>surveying</b>	89/24 90/2	58/6 65/16	46/5 51/23
<b>suggest [1]</b>	<b>[1]</b> 150/12	90/7 99/15	68/17 75/5	118/1
70/2	<b>surveyor</b>	102/14	88/1 92/15	128/10
<b>Suite [2]</b>	<b>[10]</b> 37/8	110/16	109/8	<b>temporary</b>
2/12 2/16	89/20 98/10	114/17	113/22	<b>[1]</b> 141/21
<b>summary [2]</b>	98/24 99/3	115/22	<b>talking [22]</b>	<b>ten [8]</b>
7/7 79/4	99/17 99/19	120/3 120/4	19/17 21/4	23/8 49/21
<b>summer [2]</b>	100/8	128/2 128/6	39/23 53/24	79/18
72/10 72/11	159/14	130/14	56/11 56/21	112/21
<b>supplement</b>	162/6	134/7	63/21 68/21	112/22
<b>[1]</b> 159/16	<b>Surveyors</b>	149/20	74/9 78/19	113/5
<b>supplemental</b>	<b>[1]</b> 74/12	157/11	80/7 82/12	118/25
<b>[1]</b> 150/21	<b>surveys [1]</b>	160/20	82/21 84/11	144/19
<b>support [1]</b>	82/9	163/3	108/19	<b>tens [1]</b>
7/6	<b>Sustained</b>	163/19	108/24	116/19
<b>supported</b>	<b>[2]</b> 50/1	<b>taken [5]</b>	114/13	<b>term [2]</b>
<b>[1]</b> 139/21	133/4	1/23 79/21	114/20	119/14

<b>T</b>	64/23	101/17	86/25 88/25	149/19
<b>term...</b> [1]	<b>testimony</b>	106/20	92/20 94/10	155/1 156/2
156/24	[25] 48/1	109/17	94/22 95/4	156/8 156/8
<b>terms</b> [11]	53/11 60/10	111/21	96/3 96/12	157/14
14/16 21/5	74/20 78/1	133/6	96/14 96/20	160/9 163/4
22/25 23/23	78/13 87/12	138/14	96/23 100/9	163/17
26/1 27/21	87/22	139/9	100/14	<b>their</b> [58]
58/25 67/17	101/22	139/13	103/14	5/5 7/12
68/19	110/18	140/6	103/14	13/17 22/4
153/21	111/22	141/16	104/21	24/15 45/22
154/3	113/17	143/1	105/22	55/14 55/15
<b>territory</b>	115/15	145/10	105/23	55/15 55/16
[1] 13/25	119/5 119/8	159/17	105/25	55/17 57/4
<b>testified</b>	119/9 123/4	159/19	106/4	58/23 60/4
[26] 7/20	124/7	164/9	108/13	63/2 63/16
37/23 48/4	125/14	164/10	108/13	63/16 65/15
52/21 53/9	139/6 139/8	<b>thanks</b> [1]	108/25	65/15 66/1
69/14 73/3	146/15	159/20	115/11	66/22 66/23
87/11 91/5	150/7	<b>that</b> [761]	119/9	66/24 66/24
98/18	158/13	<b>that cul</b> [1]	119/20	67/9 67/9
100/18	161/20	65/24	123/21	71/7 71/9
107/4	<b>text</b> [3]	<b>that's</b> [110]	123/21	72/12 72/16
111/12	46/11 99/2	8/19 10/21	123/23	76/13 76/17
112/23	99/6	12/20 16/19	123/24	76/17 77/4
115/20	<b>than</b> [22]	20/9 29/14	124/13	79/12 82/17
118/8	11/15 22/11	30/1 30/1	124/15	82/19 82/23
118/11	22/13 23/17	30/12 35/5	124/25	82/23 83/7
134/10	25/9 25/12	35/8 37/3	125/5 125/7	86/12 88/13
138/24	26/19 33/1	37/9 37/14	125/10	91/14 92/2
146/9	33/20 41/14	39/3 40/2	126/9	101/15
152/16	49/22 69/4	40/5 40/15	126/24	101/22
155/20	86/21 94/17	40/25 41/20	127/15	108/4 126/5
155/22	97/20 98/3	42/1 42/22	127/22	126/6 126/7
155/23	100/11	42/24 44/5	130/8	160/18
163/9	103/11	44/17 45/6	130/10	161/3 161/5
163/20	138/7	45/8 47/20	131/8	162/10
<b>testify</b> [10]	141/12	48/25 49/5	132/24	162/16
47/15	152/12	49/7 59/17	134/14	162/21
58/10 72/22	155/6	60/11 60/12	137/21	162/25
92/8 108/16	<b>thank</b> [27]	60/15 64/3	137/21	163/1
126/10	12/22 35/8	65/9 68/4	138/7	<b>them</b> [67]
153/22	36/16 36/23	72/5 73/9	138/14	7/3 7/4
158/23	37/11 52/9	74/6 77/6	141/14	22/3 22/13
160/24	79/17 86/19	79/14 80/3	141/25	22/14 22/14
160/25	87/4 98/1	81/3 81/18	143/25	22/19 22/19
<b>testifying</b>	100/14	84/11 85/15	144/2	43/1 43/1
[2] 51/22				



<b>T</b>	29/10 35/24	39/11 41/3	143/11	41/23 46/7
<b>them...</b> [57]	36/10 36/13	42/5 42/5	147/24	46/14 57/10
43/7 45/15	38/8 38/25	42/15 44/14	148/7	65/11 67/1
48/14 50/9	39/2 39/3	48/25 57/19	150/16	76/3 76/12
51/3 54/25	39/6 39/10	61/13 68/9	150/25	76/23 81/5
55/2 55/4	41/5 46/9	69/8 69/9	152/8 152/9	83/9 92/15
55/7 55/8	48/16 48/17	79/5 89/5	152/19	97/23
55/14 59/10	49/11 53/20	96/20 96/24	153/9	101/21
61/16 61/22	54/2 54/3	99/3 104/2	153/19	113/25
63/21 63/24	54/4 56/17	113/8 125/2	154/7	122/1
64/6 64/13	57/21 57/23	126/15	154/13	137/20
64/17 64/20	58/8 59/21	126/22	156/17	137/21
67/2 68/23	59/21 62/5	135/17	158/3 158/4	150/9
69/9 70/17	62/15 63/10	135/24	158/8	157/10
71/15 75/14	63/12 63/20	135/25	158/18	<b>things</b> [28]
76/15 81/3	64/10 69/4	140/13	<b>they</b> [295]	6/25 10/1
83/1 83/2	72/18 76/13	146/15	<b>they'd</b> [3]	30/19 31/2
83/7 84/6	85/12 88/7	150/12	62/4 62/6	60/15 63/17
85/3 86/6	93/22 101/7	152/20	65/9	69/20 71/16
86/22 86/23	103/2 103/3	154/24	<b>they'll</b> [1]	73/12 75/21
91/2 91/13	103/13	156/16	7/7	80/20 81/10
101/19	105/17	156/23	<b>they're</b> [27]	81/18 86/24
106/11	106/16	159/4 160/8	5/6 41/12	88/1 91/11
108/6	108/9	161/14	41/12 41/15	91/11 92/9
108/18	110/19	161/23	56/7 57/18	93/20 94/8
112/15	120/8 124/3	161/23	59/16 61/8	95/21
112/16	125/5 127/8	163/15	63/21 64/15	113/23
118/12	128/19	164/3	64/15 82/9	133/12
125/1 126/4	130/15	<b>therefore</b>	86/12 86/13	134/1
129/24	131/15	[1] 69/11	86/15 88/19	142/14
130/8	139/18	<b>these</b> [39]	88/20 126/2	148/15
132/24	139/20	10/8 17/14	130/5 144/4	153/23
142/15	140/19	25/8 27/11	147/17	154/14
144/3	141/21	27/14 29/5	147/18	<b>think</b> [33]
159/25	147/23	33/15 47/10	147/20	6/7 6/22
160/21	148/23	55/24 82/9	160/14	25/19 36/25
160/22	149/8	97/7 97/14	162/8 162/8	38/14 40/16
162/22	153/21	100/4	162/13	40/16 44/14
163/23	154/9 162/5	100/10	<b>they've</b> [7]	52/20 54/6
<b>themselves</b>	162/12	104/8	59/6 61/6	83/16 84/15
[1] 147/25	<b>there</b> [194]	119/25	67/6 101/14	88/5 98/18
<b>then</b> [71]	<b>there's</b> [47]	124/23	147/20	99/1 101/10
13/15 16/9	7/5 7/11	126/1 130/3	161/14	107/23
16/14 16/21	10/14 18/13	133/22	162/19	109/16
18/14 20/1	20/7 24/3	138/1	<b>thing</b> [22]	112/23
23/11 26/16	25/20 39/1	142/14	32/24 35/21	116/21

<b>T</b>	132/4	21/4 24/18	<b>ticket [2]</b>	162/18
<b>think...</b>	138/10	37/1 44/12	93/11 101/5	<b>timeline</b>
<b>[13]</b>	146/4 153/6	44/21 45/5	<b>tickets [11]</b>	<b>[11]</b> 15/11
123/19	<b>though [5]</b>	45/8 48/9	64/6 64/8	16/2 47/10
125/2	18/2 86/17	65/8 82/22	65/4 93/8	56/18 58/21
127/17	94/5 95/1	91/11 91/16	93/9 93/10	66/6 67/12
129/16	157/7	92/11 92/14	100/19	71/1 87/11
137/10	<b>thought [6]</b>	92/20 93/6	101/2 108/4	138/18
138/14	53/2 80/5	102/6	108/5 108/8	161/23
143/17	103/12	102/14	<b>tie [1]</b>	<b>timelines</b>
147/25	105/23	103/4	162/9	<b>[1]</b> 140/10
151/12	105/25	107/19	<b>ties [1]</b>	<b>times [11]</b>
151/14	128/17	108/24	50/25	26/9 27/15
155/18	<b>thousand</b>	110/17	<b>Tim [6]</b>	27/16 31/4
163/11	<b>[16]</b> 96/2	123/1	50/17 50/23	50/18 76/23
164/1	96/10 96/19	140/14	50/24 51/19	81/23 97/13
<b>thinking [1]</b>	96/25 97/8	157/23	57/24 78/5	97/16
151/9	98/5 104/16	<b>threw [1]</b>	<b>time [48]</b>	129/17
<b>third [3]</b>	104/20	59/25	7/1 21/10	159/2
16/9 22/12	105/3 105/7	<b>through [34]</b>	21/17 22/12	<b>timing [2]</b>
139/20	105/18	11/23 16/1	22/16 23/20	106/18
<b>Thirty [1]</b>	129/14	16/7 20/3	26/6 26/13	106/19
119/13	129/16	20/3 20/4	30/16 34/9	<b>tipping [1]</b>
<b>this [278]</b>	155/14	24/3 27/5	34/11 34/16	59/20
<b>those [43]</b>	156/15	28/14 29/1	35/15 38/8	<b>title [3]</b>
6/21 6/23	163/18	29/5 29/10	45/6 48/2	111/23
6/24 6/25	<b>thousands</b>	34/23 35/22	48/7 48/13	150/4 150/6
9/25 15/16	<b>[1]</b> 144/9	41/16 46/5	49/4 51/3	<b>today [16]</b>
16/1 18/5	<b>threat [3]</b>	46/13 46/16	51/13 55/8	58/4 59/21
18/17 18/21	50/7 50/8	49/15 57/18	56/21 56/22	60/16 75/15
25/15 26/17	158/8	61/7 61/23	60/6 61/23	75/22 91/2
47/9 51/5	<b>threaten [3]</b>	69/19 69/21	71/4 71/14	91/3 122/14
51/9 69/20	75/16	70/1 72/4	74/20 80/25	122/17
76/22 80/16	75/17	73/6 81/25	97/16 98/14	122/25
80/18 80/19	108/20	106/15	98/20	126/8 126/9
81/7 81/20	<b>threatened</b>	120/6	107/18	132/13
86/23 87/3	<b>[3]</b> 26/25	133/12	108/3 108/6	133/2
91/3 91/10	78/13	143/23	108/14	135/14
91/11 91/16	108/17	152/6 164/4	108/22	142/12
93/6 96/1	<b>threatening</b>	<b>throughout</b>	109/2 109/3	<b>together [1]</b>
96/21 98/4	<b>[1]</b> 57/8	<b>[1]</b> 107/11	114/14	108/7
101/1 103/4	<b>threats [1]</b>	<b>throwing [1]</b>	118/11	<b>told [36]</b>
112/22	26/21	91/14	128/8 128/9	13/16 33/10
121/19	<b>three [29]</b>	<b>Tibbs [3]</b>	136/21	46/9 46/18
122/24	18/1 18/5	38/25 40/4	136/23	48/16 48/18
130/2 130/5	18/6 18/12	54/21	144/6	48/20 49/1

<b>T</b>	69/13 92/18	90/6 152/8	<b>transport</b>	73/17 76/16
<b>told... [28]</b>	92/19 92/21	152/8	<b>[2]</b> 20/19	80/3
49/3 49/17	93/23	152/21	21/9	<b>truck [6]</b>
50/24 51/18	101/14	157/3 157/5	<b>TRANSPORTATI</b>	23/17 24/21
57/9 57/10	102/25	157/5	<b>ON [3]</b> 1/1	65/15 83/24
60/18 60/20	102/25	157/11	126/19	101/15
61/22 67/2	107/9	157/14	126/20	140/3
67/4 77/4	111/23	<b>tracks [6]</b>	<b>transported</b>	<b>trucking [1]</b>
80/19 80/20	112/6	12/8 27/6	<b>[3]</b> 11/20	21/14
80/21 82/11	112/20	34/23 34/24	21/1 21/5	<b>trucks [5]</b>
90/10 90/11	113/18	83/23	<b>transports</b>	63/16 65/16
90/14 91/13	134/23	154/23	<b>[1]</b> 115/21	65/19 92/4
93/9 94/23	<b>top [9]</b>	<b>Tracy [1]</b>	<b>trash [2]</b>	92/6
98/14	39/1 39/5	20/4	59/25 91/14	<b>true [10]</b>
107/24	39/25 40/14	<b>trade [6]</b>	<b>travel [2]</b>	42/19 42/22
107/25	40/16 42/1	36/10 36/12	70/4 121/17	42/24 60/11
109/1	42/2 60/23	102/20	<b>traverses</b>	60/12 73/7
110/11	127/19	108/22	<b>[1]</b> 20/2	74/20 98/21
127/8	<b>topsoil [3]</b>	108/23	<b>Travis [2]</b>	105/22
<b>TOM [20]</b>	25/18 25/23	110/20	73/23 74/10	165/7
2/17 3/11	69/7	<b>tradeoff [4]</b>	<b>treated [1]</b>	<b>try [6]</b>
5/17 38/10	<b>tore [3]</b>	102/2	160/4	12/17 25/5
45/25 46/1	55/6 63/9	102/5 110/9	<b>tree [1]</b>	34/25 59/9
49/13 50/9	115/5	110/11	25/2	76/1 78/2
64/5 64/14	<b>touch [2]</b>	<b>trading [1]</b>	<b>trestle [18]</b>	<b>trying [13]</b>
64/17 70/7	87/10 98/9	108/24	13/4 16/18	14/2 14/4
75/5 78/13	<b>toward [1]</b>	<b>trajectory</b>	56/14 58/17	14/9 25/5
101/1 101/9	39/13	<b>[23]</b> 12/4	59/10 62/25	47/25 68/19
106/23	<b>towards [1]</b>	16/17 27/25	63/2 63/2	97/1 102/16
107/2	39/12	28/15 29/6	63/17 76/17	113/12
110/17	<b>tower [4]</b>	30/16 31/8	82/5 82/23	117/7
159/24	39/1 39/3	31/13 35/4	83/7 83/10	143/13
<b>tomorrow [1]</b>	39/6 40/21	51/17 52/13	84/2 88/13	144/11
121/13	<b>town [5]</b>	76/19 76/21	92/5 160/19	148/23
<b>ton [1]</b>	26/25 39/4	77/10 82/19	<b>trestles [2]</b>	<b>turn [6]</b>
110/13	78/14 101/6	82/24 88/9	12/18	6/12 29/3
<b>tons [1]</b>	108/18	113/3	130/24	29/8 30/6
118/22	<b>track [25]</b>	117/15	<b>tried [5]</b>	62/6 142/22
<b>too [4]</b>	8/14 11/15	118/6	62/2 78/3	<b>turned [1]</b>
54/25 55/2	20/11 20/16	138/11	78/4 98/11	157/20
85/6 102/22	20/22 21/1	152/20	113/14	<b>twice [2]</b>
<b>took [22]</b>	21/21 21/22	154/21	<b>trimmed [2]</b>	138/24
17/24 50/15	27/3 27/7	<b>trans [1]</b>	60/25 69/17	154/4
54/18 63/7	27/11 32/16	21/13	<b>Triple [2]</b>	<b>two [27]</b>
64/4 64/4	47/11 59/23	<b>transit [1]</b>	80/9 85/13	6/11 14/13
64/9 66/22	64/19 90/5	21/16	<b>trouble [3]</b>	34/3 37/1

<b>T</b>	17/15 62/12	135/3 140/8	125/10	129/9
<b>two... [23]</b>	67/16 68/3	148/14	<b>understandin</b>	129/18
44/12 44/14	83/3	149/8	<b>g [11]</b>	<b>until [26]</b>
48/8 60/15	<b>um [95]</b>	149/20	47/25 52/4	25/16 39/7
60/19 61/22	5/14 5/20	149/21	86/4 88/24	51/3 53/14
80/24 81/2	5/21 6/17	150/2 150/9	94/16 95/3	53/14 67/10
81/2 81/3	6/19 9/4	150/10	135/20	82/11 82/11
81/4 81/5	10/14 11/10	150/13	135/22	95/15
81/6 85/9	12/1 12/6	150/17	137/16	104/20
91/11	13/16 13/23	150/18	141/20	105/18
107/19	13/24 14/2	151/8 151/8	141/24	113/1
108/7	14/16 16/11	153/19	<b>undertake</b>	118/17
109/20	17/17 17/22	158/9	<b>[1]</b> 68/15	118/20
130/22	17/22 18/2	159/13	<b>undisputed</b>	120/10
153/2 155/1	18/8 18/10	<b>unable [2]</b>	<b>[1]</b> 154/19	120/11
157/7	18/14 19/24	18/16 27/17	<b>unintelligib</b>	129/16
157/18	20/2 20/13	<b>uncharted</b>	<b>le [2]</b> 80/4	134/11
<b>two-page [1]</b>	20/21 21/12	<b>[1]</b> 13/25	102/24	140/12
85/9	21/20 22/3	<b>under [15]</b>	<b>unique [7]</b>	141/5
<b>type [3]</b>	22/11 22/12	6/5 16/16	31/12 35/4	143/22
11/7 150/16	23/7 23/16	16/18 16/20	35/7 138/12	144/25
155/2	24/7 26/6	29/9 38/20	152/18	145/6 162/5
<b>typed [1]</b>	26/12 26/16	67/17 74/19	153/14	162/12
47/11	26/16 26/23	79/24 111/8	157/13	162/23
<b>types [3]</b>	31/12 33/1	114/19	<b>unit [1]</b>	<b>untruths [1]</b>
26/17	33/5 33/9	131/15	139/22	94/23
154/13	35/16 35/22	131/17	<b>unknown [1]</b>	<b>unusable [1]</b>
156/17	36/24 40/11	135/10	76/14	53/14
<b>typical [1]</b>	40/16 43/13	137/2	<b>unlawful [1]</b>	<b>unusual [1]</b>
33/15	43/13 45/11	<b>underneath</b>	163/24	148/7
<b>typically</b>	50/7 52/15	<b>[2]</b> 30/1	<b>unless [3]</b>	<b>unwilling</b>
<b>[2]</b> 13/6	54/11 59/11	30/7	96/9 155/10	<b>[5]</b> 147/15
141/20	59/17 62/2	<b>understand</b>	159/2	147/18
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<b>U</b>	65/8 67/13	86/16 96/21	<b>[1]</b> 22/18	155/8 155/9
<b>U-turn [1]</b>	73/7 74/10	97/19	<b>unreasonable</b>	<b>unwillingnes</b>
30/6	75/4 80/5	124/14	<b>[1]</b> 156/5	<b>s [1]</b> 134/5
<b>Uh [2]</b> 40/9	80/24 83/15	125/10	<b>unrelated</b>	<b>up [76]</b> 6/9
110/15	86/11 88/1	125/11	<b>[3]</b> 96/10	9/10 9/23
<b>Uh-huh [2]</b>	95/5 101/22	137/11	123/24	10/10 10/14
40/9 110/15	110/8	137/12	124/13	12/18 12/24
<b>ultimate [3]</b>	122/18	140/11	<b>unsatisfacto</b>	14/2 14/5
7/2 7/3	122/19	144/12	<b>ry [1]</b>	16/17 20/23
7/9	134/1	150/3	120/18	21/12 21/13
<b>ultimately</b>	134/15	159/21	<b>unsuccessful</b>	21/16 21/17
<b>[6]</b> 17/12	134/24	<b>understand</b>	<b>[3]</b> 129/4	30/12 33/8
		<b>that's [1]</b>		

<b>U</b>	<b>uphill [1]</b> 61/8	161/10 161/11 161/15	<b>versus [1]</b> 129/15	<b>want [34]</b> 22/23 25/12
<b>up... [59]</b> 34/14 36/8 36/12 38/24 38/25 40/20 47/11 48/24 51/3 53/25 54/1 54/20 55/8 59/12 61/11 63/4 63/22 65/8 65/10 69/2 69/19 70/8 72/15 72/20 73/5 76/25 77/17 83/7 83/24 93/22 94/2 98/19 99/2 99/3 99/7 101/3 101/23 102/12 102/16 103/7 104/2 105/15 115/6 116/24 117/22 117/23 120/4 123/12 132/17 133/8 135/5 136/7 138/19 142/10 143/7 144/24 162/3 162/9 162/13	<b>upon [2]</b> 72/1 136/6	<b>used [10]</b> 18/11 18/11 18/12 23/14 25/20 48/25 135/25 136/6 154/6 158/23	<b>very [25]</b> 12/1 13/23 18/9 19/24 20/13 20/18 20/20 21/15 25/21 29/12 31/3 35/7 51/4 54/14 54/17 54/17 61/9 61/24 75/19 75/19 83/5 102/13 105/13 106/19 137/10	27/1 31/25 42/10 47/20 52/2 72/22 80/22 87/10 97/21 98/9 105/15 109/14 114/11 115/4 121/16 123/11 126/12 128/8 128/9 128/21 129/15 131/11 133/12 142/15 144/7 150/24 151/21 153/5 156/22 160/4 160/4 160/20
<b>updated [2]</b> 58/20 83/12	<b>upset [1]</b> 26/11	<b>uses [2]</b> 152/4 158/22	<b>visual [1]</b> 90/21	<b>wanted [22]</b> 13/16 56/20 61/4 63/25 63/25 65/20 65/21 67/22 69/9 69/15 69/16 69/17 78/9 81/16 89/17 110/13 115/3 139/3 140/10 141/11 142/10 155/14
<b>updates [1]</b> 113/25	<b>urgency [3]</b> 31/1 51/13 53/1	<b>using [3]</b> 11/15 102/2 160/12	<b>Volga [2]</b> 22/5 33/6	<b>wanting [2]</b> 49/17
<b>upfront [1]</b> 13/17	<b>us [36] 8/7</b> 9/2 9/19 11/23 13/19 15/10 15/25 16/1 19/3 19/21 24/11 28/10 28/12 29/1 32/22 50/16 50/24 60/18 60/20 64/7 75/4 81/23 92/13 92/13 97/13 97/18 100/22 101/13 101/14 101/19 107/15 134/13 136/2 141/6 144/9 162/9	<b>usually [2]</b> 25/9 26/15	<b>W</b>	<b>wants [3]</b>
	<b>use [17]</b> 18/21 36/13 42/9 49/4 49/19 49/20 66/18 136/12 153/4 156/23 157/3 157/8 158/10 161/5	<b>valid [1]</b> 128/11	<b>Volunteered [1]</b> 92/13	
		<b>validity [1]</b> 130/17	<b>Wahan [1]</b> 38/6	
		<b>Valley [1]</b> 22/5	<b>wait [11]</b> 14/25 15/4 34/3 113/1 120/10 120/11 143/22 145/6 155/1 162/5 162/11	
		<b>value [9]</b> 20/25 96/1 97/7 130/14 130/17 155/10 155/22 159/1 159/2	<b>waited [2]</b> 106/15 106/15	
		<b>valued [3]</b> 96/18 98/5 163/2	<b>waiting [2]</b> 160/14 162/23	
		<b>vast [2]</b> 20/2 22/4	<b>walk [2]</b> 72/4 89/15	
		<b>VEHLE [4]</b> 2/4 35/19 140/7 140/8	<b>walk-through [1]</b> 72/4	
		<b>verbal [1]</b> 44/2		
		<b>Verendrye [1]</b> 38/24		
		<b>verify [1]</b> 100/7		

<b>W</b>	91/23 91/24	50/21 50/25	162/12	46/14 47/6
<b>wants...</b> [3]	119/3 132/2	52/4 56/9	<b>weekly</b> [2]	48/18 49/20
108/10	138/1	56/10 56/21	26/3 52/25	49/24 51/19
108/11	154/22	66/8 68/21	<b>weeks</b> [12]	52/6 52/19
114/17	<b>water's</b> [1]	74/9 76/25	17/25 18/5	52/19 53/24
<b>warning</b> [1]	117/7	77/2 77/2	18/6 21/4	57/10 60/21
162/1	<b>waterway</b> [1]	77/3 77/5	22/7 57/13	62/20 64/23
<b>was</b> [348]	89/9	79/4 79/22	84/1 84/3	72/17 72/21
<b>washed</b> [6]	<b>way</b> [26]	82/8 82/12	107/19	78/13 81/19
29/25 65/14	11/14 16/10	102/20	140/14	82/14 83/16
73/22	28/1 49/5	102/21	155/1	84/8 89/1
130/24	49/7 51/2	113/12	157/23	96/17 105/1
131/8	55/22 59/5	114/20	<b>weight</b> [7]	105/13
131/12	59/7 59/8	114/22	93/8 93/9	105/15
<b>washing</b> [1]	63/13 63/13	117/12	93/10 93/11	106/4
73/20	72/16 74/15	124/16	100/19	107/23
<b>washouts</b> [2]	77/10 93/23	128/22	101/5	108/13
132/3	93/24 113/6	131/8	101/13	108/19
137/25	115/8 124/5	132/12	<b>weir</b> [31]	109/16
<b>wasn't</b> [17]	142/1 142/9	136/11	48/11 51/20	112/5
48/7 55/1	143/9 160/3	147/21	56/10 56/10	113/17
55/1 55/16	163/7	152/11	56/13 76/25	116/19
59/13 66/8	163/23	163/3	77/1 77/1	119/16
83/19 94/2	<b>ways</b> [2]	163/25	77/5 77/7	120/9
98/14	21/9 92/20	<b>we've</b> [12]	80/21 81/25	122/15
100/21	<b>we</b> [295]	12/11 33/2	82/3 82/4	122/18
102/5 103/5	<b>we'd</b> [6]	35/1 56/11	82/4 82/6	123/21
103/5	86/5 147/6	93/4 106/15	82/8 82/10	124/14
122/20	147/6	109/13	82/12 82/13	124/15
142/11	148/11	118/6	82/13 82/14	125/22
150/12	162/2 164/6	132/12	82/22 88/2	128/2
155/24	<b>we'll</b> [11]	143/17	88/11 89/6	128/19
<b>watch</b> [1]	12/2 33/13	146/15	89/9 117/21	130/20
118/25	37/7 44/11	163/15	118/2 134/2	132/19
<b>watching</b> [2]	49/18 57/17	<b>wealth</b> [1]	134/3	132/22
31/5 82/24	61/21 79/20	160/13	<b>welcome</b> [1]	138/12
<b>water</b> [24]	102/21	<b>weeds</b> [2]	71/25	138/23
12/1 12/14	123/24	69/9 69/9	<b>welcomed</b> [1]	143/19
12/15 13/5	164/11	<b>week</b> [8]	90/17	143/21
16/10 16/12	<b>we're</b> [45]	74/22 89/20	<b>well</b> [77]	144/3
16/13 16/16	15/13 16/2	98/10 98/25	12/3 16/2	144/15
29/8 39/1	16/5 17/19	106/12	23/11 24/18	144/21
39/3 39/6	17/19 17/21	135/19	25/13 27/24	146/14
40/20 61/7	17/21 20/6	144/20	28/12 32/24	147/5
61/8 65/13	21/4 29/1	162/5	35/12 43/4	148/12
65/17 65/25	33/5 50/20	<b>weekend</b> [1]	43/14 44/22	148/22

<b>W</b>	72/19 73/15	141/12	33/11 33/11	123/10
<b>well... [7]</b>	73/16 73/18	142/14	34/5 36/2	123/11
149/5 151/9	73/18 75/1	151/2 151/8	44/20 46/1	123/11
154/3 154/5	77/16 78/8	151/10	47/2 47/9	123/15
159/8 161/6	78/11 78/14	158/17	47/11 47/21	124/14
164/11	78/19 80/7	162/15	50/24 51/22	124/17
<b>Wendt [1]</b>	80/21 80/24	<b>were going</b>	59/1 65/9	124/19
73/19	82/21 82/24	<b>[1]</b> 64/11	66/8 67/6	124/21
<b>went [17]</b>	83/16 83/17	<b>weren't [5]</b>	67/22 68/18	125/20
23/11 24/4	84/11 91/11	14/23 77/13	69/21 69/24	127/8
25/13 25/15	91/24 92/25	91/21	73/11 74/8	128/21
25/22 29/9	93/8 93/9	106/11	75/4 76/10	129/8
54/22 57/13	95/19 99/18	137/13	77/6 78/11	129/11
59/8 60/8	100/5	<b>west [13]</b>	81/15 81/20	129/13
61/17 93/6	100/10	18/9 18/18	81/24 82/8	130/14
113/5	101/1 102/9	20/3 20/8	82/20 83/3	130/17
113/15	103/1	22/1 40/12	83/13 83/20	131/4 131/7
135/12	107/19	40/12 40/15	84/22 84/22	131/8
153/14	112/8	41/5 41/14	87/15 88/9	132/22
153/21	112/19	62/25 63/1	90/16 92/24	133/17
<b>were [118]</b>	112/22	158/2	94/8 94/19	134/13
12/17 12/23	112/23	<b>wet [5]</b>	94/19 95/18	135/5 138/7
13/15 14/10	114/13	54/14 54/17	96/13 96/16	138/21
18/16 21/8	114/25	54/17 54/25	97/1 97/1	139/23
21/9 21/17	115/3 121/5	55/2	100/9	140/2 140/5
22/25 24/20	122/3	<b>what [159]</b>	103/11	140/25
25/4 25/25	122/16	7/6 8/7	103/14	141/3 141/6
26/21 31/3	127/9	9/17 9/19	104/13	141/13
31/4 34/8	128/17	10/21 11/5	104/21	141/14
34/11 38/10	130/24	11/6 11/23	105/4 105/6	142/5 149/4
38/23 45/21	131/12	12/1 12/10	105/21	150/3
46/2 48/2	133/17	12/20 12/24	105/23	151/17
49/15 50/9	133/22	13/1 13/13	105/25	155/19
50/11 50/23	134/12	13/14 13/21	107/15	156/2 157/1
51/5 51/9	134/22	15/10 15/11	107/17	157/4
51/10 51/18	136/14	16/1 16/5	108/25	157/19
53/2 53/9	137/25	17/1 17/10	111/23	160/1 160/1
57/9 57/12	138/22	17/17 17/17	112/4 114/3	161/24
59/1 60/2	139/21	19/3 19/4	117/25	163/13
60/3 61/24	140/11	19/5 27/17	117/25	163/17
61/24 63/10	140/15	28/10 28/13	118/1	<b>what did [1]</b>
63/12 63/12	140/18	29/1 30/2	118/14	17/17
63/24 64/2	140/19	30/7 30/15	118/19	<b>what's [17]</b>
64/11 66/23	140/21	30/15 30/18	118/23	9/15 15/6
66/24 70/7	140/23	30/22 32/4	119/2	18/24 20/25
71/4 71/10	141/7	32/22 32/22	119/20	28/6 53/10

<b>W</b>	88/4 88/7	71/17 83/14	149/9	127/6
<b>what's...</b>	91/8 91/8	83/21 85/15	151/11	128/19
<b>[11]</b> 60/16	91/13 97/16	91/22 91/22	155/2 159/8	132/12
81/14 95/9	97/16 98/18	93/22 97/23	163/10	141/3 141/6
99/11 110/4	101/11	100/7 110/8	163/22	142/12
116/15	107/9 109/4	115/2	<b>white [2]</b>	143/8
121/9 122/4	113/4	119/14	40/1 54/20	143/10
126/11	114/25	120/1 124/4	<b>who [18]</b>	143/13
132/14	118/23	125/5	5/6 5/15	143/21
164/5	123/13	128/20	13/19 21/22	143/21
<b>whatever</b>	125/3	152/20	47/2 57/21	144/5
<b>[15]</b> 26/5	134/10	155/1	58/4 74/10	144/15
26/15 42/10	134/12	157/12	78/19 99/6	144/21
46/17 50/23	134/22	<b>whether [11]</b>	108/20	145/6 150/7
59/10 63/15	136/14	31/14	109/25	158/13
69/13 69/13	142/13	53/20 86/15	125/19	160/23
77/8 78/25	143/15	102/19	125/24	162/22
102/1 120/1	143/22	128/1 153/1	126/8 130/1	162/23
140/14	150/2 152/8	153/2 153/3	131/22	<b>wide [1]</b>
140/14	153/8	156/23	161/12	27/8
<b>wheelers [1]</b>	153/14	158/1 158/2	<b>who's [2]</b>	<b>will [16]</b>
61/18	153/14	<b>which [44]</b>	6/16 150/14	6/17 7/4
<b>when [82]</b>	154/1 154/2	18/11 18/15	<b>whoever [2]</b>	7/8 19/19
6/14 6/14	154/24	18/17 19/23	58/6 108/20	28/2 34/1
11/18 12/9	156/18	25/2 26/15	<b>whole [7]</b>	37/12 67/4
12/19 13/12	157/23	27/6 27/7	17/20 33/12	75/14 101/2
13/18 20/10	158/12	47/23 52/12	54/19 102/5	102/12
20/23 21/22	158/15	53/21 58/20	103/5	105/10
25/9 25/11	158/16	65/3 65/22	141/14	109/11
25/12 27/18	<b>whenever [1]</b>	71/9 71/23	162/18	121/18
30/3 31/6	82/7	71/25 73/24	<b>whose [2]</b>	140/5
32/22 33/25	<b>where [47]</b>	74/18 83/11	117/7 132/7	147/16
34/1 34/6	9/2 9/22	85/19 92/17	<b>why [39]</b>	<b>WILLIAMS</b>
38/12 40/4	9/23 10/11	93/3 94/20	33/23 34/20	<b>[19]</b> 2/10
45/21 45/21	13/23 14/1	94/21 96/5	45/7 50/12	3/4 3/9
48/15 53/1	14/22 16/17	102/15	57/6 71/7	3/12 3/15
56/4 56/5	24/8 29/11	108/1 116/4	75/23 79/18	5/8 37/5
56/6 56/19	29/25 30/5	121/10	80/18 81/7	39/24 87/5
57/13 57/16	30/6 31/9	121/16	81/17 97/11	97/25
58/11 58/13	35/5 40/10	122/21	107/16	109/18
60/10 64/2	40/10 40/12	122/25	113/1	146/1 147/4
66/22 68/6	40/13 53/22	127/13	117/22	147/14
75/1 76/18	54/22 55/12	134/19	118/23	148/5
77/1 77/1	60/3 61/6	142/12	120/8	148/23
83/5 84/2	62/3 64/3	144/23	121/21	149/10
87/20 87/20	69/4 70/22	145/25	124/25	149/23



<b>W</b>	148/24	136/20	29/21 29/24	122/15
<b>WILLIAMS...</b>	149/17	138/22	33/3 33/9	123/2 123/3
<b>[1]</b> 163/11	149/24	154/13	33/10 33/11	126/3
<b>Williams'</b>	163/12	162/10	33/12 33/19	126/10
<b>[2]</b> 85/21	<b>witnesses</b>	<b>worked [5]</b>	36/5 37/18	129/17
161/18	<b>[6]</b> 3/2	47/4 50/13	39/22 40/19	134/7
<b>willing [11]</b>	3/7 143/3	64/6 66/4	44/18 46/10	134/18
42/18 44/7	145/12	78/10	46/13 47/5	134/19
77/12 77/13	145/16	<b>workers [5]</b>	48/16 48/21	134/21
78/6 78/6	149/15	21/23 21/24	48/21 48/24	139/19
78/11 96/9	<b>witnesses'</b>	26/22 26/23	49/4 50/19	139/20
102/13	<b>[1]</b> 161/20	158/5	50/19 50/25	139/20
106/10	<b>Wolsey [1]</b>	<b>working [15]</b>	53/16 54/2	142/22
106/11	20/4	25/6 48/11	54/22 56/13	146/7
<b>wire [1]</b>	<b>won't [6]</b>	50/9 51/4	57/10 58/7	146/16
61/25	49/19 49/22	51/20 60/3	60/6 60/20	149/13
<b>WISEMAN [19]</b>	104/19	61/24 63/11	61/12 61/22	153/3
3/3 3/14	104/22	77/2 77/3	63/22 65/23	154/21
7/14 7/18	105/18	77/5 83/7	67/8 69/21	156/11
8/1 17/5	151/25	120/22	71/16 72/9	156/18
32/12 58/2	<b>word [3]</b>	136/25	74/22 76/8	156/20
58/10 78/1	90/17 97/22	137/2	76/12 76/14	157/19
92/8 109/6	163/3	<b>works [1]</b>	77/17 78/7	158/13
111/6	<b>wording [1]</b>	10/9	78/22 80/20	160/11
111/10	129/5	<b>worry [1]</b>	81/22 81/23	163/6 163/9
111/16	<b>words [2]</b>	76/19	81/25 82/4	163/10
111/19	34/20	<b>worse [1]</b>	82/8 90/10	<b>wouldn't [8]</b>
152/15	107/15	29/22	90/12 90/14	41/23
153/22	<b>wore [1]</b>	<b>worth [2]</b>	93/10 94/20	71/11
158/23	14/4	64/4 64/5	94/21 96/8	107/20
<b>within [2]</b>	<b>work [34]</b>	<b>would [139]</b>	97/19 100/7	108/14
14/21 33/16	17/23 17/24	6/1 6/2 7/6	100/22	149/23
<b>without [2]</b>	17/25 18/2	7/12 7/14	101/5 101/9	150/10
86/11	23/24 26/2	7/15 11/6	101/19	158/14
161/14	33/6 34/22	11/6 11/17	102/13	160/24
<b>witness [18]</b>	43/1 45/22	12/24 13/1	102/13	<b>wrap [2]</b>
7/13 7/19	46/3 46/6	13/6 13/8	102/15	34/14 77/17
35/15 37/2	50/20 50/21	13/10 13/14	110/12	<b>write [2]</b>
37/22 39/24	51/3 58/23	14/13 16/4	110/12	121/12
106/22	60/6 63/3	16/15 17/5	114/5 115/4	145/1
107/3 111/3	65/16 66/3	17/7 17/11	116/22	<b>writing [6]</b>
111/6	72/12 72/15	20/21 21/23	118/2 118/3	36/20 48/19
111/11	77/13 78/6	21/24 21/25	121/16	80/22 80/23
144/5	82/22 90/11	22/15 22/16	121/21	136/11
148/19	90/12 126/5	26/4 26/10	121/23	138/20
148/22	126/6 126/7	26/11 29/21	122/11	<b>written [6]</b>

<b>W</b>	122/3	49/13 50/11	138/23	124/4
<b>written...</b>	144/16	51/7 51/12	141/2	124/14
<b>[6]</b> 44/24	144/18	52/14 52/18	146/20	124/17
81/1 81/20	<b>years [17]</b>	53/7 54/1	148/16	125/6
81/21	12/12 28/15	55/20 56/24	149/2 149/3	125/22
134/24	29/10 30/4	57/5 60/1	150/20	127/19
151/18	48/9 49/21	60/9 62/8	151/19	128/3
<b>wrote [2]</b>	50/14 60/19	62/11 66/16	151/23	128/10
71/9 81/3	76/22 82/22	66/19 67/15	<b>yet [1]</b>	128/20
<b>Wyoming [9]</b>	106/16	67/18 68/12	19/9	130/3 131/2
8/10 18/10	108/7 113/5	69/23 70/3	<b>you [573]</b>	131/11
19/23 21/15	116/23	70/5 70/15	<b>you'd [3]</b>	131/15
21/24	118/24	70/18 70/25	56/22 70/10	131/17
116/11	119/13	71/3 71/6	106/24	132/19
116/12	144/19	71/19 71/22	<b>You'll [1]</b>	132/22
116/13	<b>yellow [4]</b>	72/11 72/11	108/6	133/1 137/6
127/13	10/23 43/6	73/25 74/23	<b>you're [63]</b>	137/9
	43/8 55/9	74/25 80/12	47/7 47/22	143/10
<b>Y</b>	<b>Yep [1]</b>	80/17 81/6	49/21 49/21	144/3 145/3
<b>yard [3]</b>	89/17	82/16 84/14	52/24 53/3	147/11
23/20 23/21	<b>yes [139]</b>	84/16 84/18	53/24 64/23	159/22
139/22	8/22 9/1	84/20 85/11	70/16 72/25	<b>you've [21]</b>
<b>yeah [26]</b>	9/14 9/18	85/14 85/17	76/12 77/12	28/17 38/4
29/3 29/23	10/2 15/3	85/25 88/17	79/23 79/24	38/17 43/16
36/19 39/21	15/9 15/18	89/16 89/19	94/8 97/10	52/20 70/22
45/18 47/19	18/23 19/2	94/9 94/10	97/11 98/16	71/1 73/24
56/9 60/20	19/12 19/23	94/15 95/12	101/11	90/19 96/1
65/1 74/6	20/9 22/9	95/20 96/6	104/2	97/18
82/4 82/10	23/4 23/25	98/22 99/10	104/23	107/11
86/10 92/11	26/3 27/4	100/9 101/4	105/6	123/4
98/22	27/16 28/5	103/23	105/21	123/14
102/20	28/9 28/18	104/18	106/10	124/7
102/25	28/20 29/16	106/8	111/8	124/15
103/8	31/16 31/19	106/19	113/13	144/6
106/17	32/3 32/14	107/10	115/7 116/7	144/22
111/18	33/17 33/22	107/14	116/11	151/10
114/13	34/10 34/12	110/2 110/6	117/14	153/9
122/23	36/11 36/15	111/5	117/19	154/20
140/7 146/5	36/22 37/6	111/20	117/19	<b>your [172]</b>
148/2	38/11 38/16	113/12	117/25	<b>yourself [2]</b>
151/17	38/18 41/1	114/21	117/25	7/24 52/25
<b>year [11]</b>	41/21 42/4	115/25	118/1	
12/1 12/20	42/6 43/2	122/9 123/8	119/10	<b>Z</b>
54/14 56/21	43/19 43/21	123/10	119/19	<b>ZANDER [1]</b>
62/19 74/21	44/10 44/16	133/9 137/8	120/10	2/6
94/12 119/1	45/20 47/8	138/4 138/9	120/10	<b>zero [2]</b>
				106/5

**Z****zero...** [1]

123/14

**zoom** [2]

90/6 120/3