

MINUTES OF THE TWO HUNDRED AND FORTY-SEVENTH MEETING
February 2, 1971

Pursuant to bylaws the Ohio Turnpike Commission met in regular session in the conference room of the Ohio Department of Highways building at 139 East Gay Street in Columbus, Ohio at 11:00 A. M. on February 2, 1971 with the key members of the staff; a representative, Mr. H. A. Harnden, of the Consulting Engineers; a representative, Mr. P. Joseph Sesler, of the Trustee; members of the press and others in attendance.

The meeting was called to order by the Chairman. The roll was called and the attendance was reported to be as follows:

Present: Charles J. Chastang, O. L. Teagarden, J. Phillip Richley, James W. Shocknessy.

Absent: E. C. Redman.

The Chairman announced that a quorum was present. He said Mr. Redman was out of the state.

A motion was made by Mr. Chastang, seconded by Mr. Teagarden, that the minutes for the meeting of January 5, 1971 which had been examined by the Members and on which the corrections suggested by the Members had been made be approved without reading.

The Chairman said only three members were present who were at the meeting of January 5 so Mr. Richley would not be asked to vote for approval of the minutes unless he chose. Mr. Richley said that was agreeable with him.

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Chastang, Teagarden, Shocknessy.

Nays: None.

Not Voting: Richley.

The Chairman said the minutes stood adopted with three Members present voting in the affirmative.

The Chairman said to Mr. Richley that he was going to address him every so often just to give him a special address on what the Commission did. He said it was customary for the Chairman to make a report to the Commission of events of interest since the last meeting. He said that, of course, the most important event since the last meeting was Mr. Richley's assumption of office. He said highway directors who previously served on the Commission were T. J. Kauer, Samuel O. Linzell, Charles M. Noble, Everett S. Preston and P. E. Masheter. He said Mr. Kauer was the first Highway Director to serve on the Commission and certainly set a standard which all of the directors had lived up to. He said the Commission had had marvelous cooperation from the directors of highways who had served on the Commission. The Chairman said there had never been a director of highways who was not a homogeneous part of the Commission. He said the Commission and the directors of highways had worked together and each had respected the rights and duties of the other. He said the highway director, as the swing member of the Commission, had invariably been able to reconcile any conflicts which would arise between the Commission and the Department of Highways. He said that, in real truth, there had been no essential conflicts because the Commission and Department of Highways were serving the very same purposes. He said the director of highways was serving for the highway system the purposes which Members of the Commission served for the State in the management and original construction of the turnpike. He said that, as Mr. Richley well knew, the Commission had had outstanding success financially in the operation of the turnpike. He said that, with the latest retirement of the bonds, the Commission had reduced its debt from \$326,000,000 to \$188,909,000 which, he thought, substantiated any claims that the Commission made for having done a substantial job.

The Chairman said further that the Commission had not ever had any public controversy with respect to the business of the Commission. He said the Commission had had public acceptance to a greater degree, he thought, than any agency of the State perhaps had ever had. He said he had told Governor John J. Gilligan the day before when he presented him with a copy of the Commission's annual report that he was of the opinion that the Commission's reputation was unexcelled in the history of the State. The Chairman said that led him to address himself to the six men who had served as Governor during the lifetime of the Commission. He said they had all cooperated fully with the Commission to their great credit. He said they had never asked for any special favor. He said the Commission had never accepted any political endorsement for goods or services. He said no Governor had ever asked the Commission to. He said the Governors of Ohio, like the directors who had served under them, had respected the character of the Commission and they had not considered it an area of patronage or of any

kind of political privilege. He said he took occasion when he got an opportunity to say so and he could say something further - and he had said it many years before at the City Club in Cleveland when he was appearing there as a speaker - that it was to the credit of the politicians of Ohio that they had never expected the Commission to accept endorsements for employments or procurements. He said he did not mean to say that there probably would not have been a bit of a donnybrook if a thing like that had been attempted but it was not necessary because nothing ever was attempted. He said it was to the everlasting glory of the leaders of both political parties as well as to the glory of the six men who had served as Governor and the six men who had served as director of highways that the Commission had had the freedom to operate as any good private business would.

The Chairman said further that the Commission had given service to the public. He said there was never a day when the Commission did not have some kind of a little problem and a lot of them he picked up. He said a lot of them came to his attention between the Athletic Club of Columbus and the Huntington Bank Building as somebody would stop him on the street and say "Do you know?" He said Mr. Richley would get some complaints from people who claimed they were not satisfied with the temperature of their food at a restaurant. He said Mr. Richley would meet some people who would tell him that the service plaza rest rooms were not clean. He said the rest rooms were clean about 98 per cent of the time and usually when the Commission made an investigation it was just before something untoward or just after something untoward had happened while the person who complained was there. He said that a big bus party may have come in and a bus party might make a lot of mess in the rest rooms before the operator got a chance to get them cleaned up. The Chairman said he did not mean to say that the operators were all perfect because they were not. He said the Commission would not have a number of people inspecting and reporting if it thought everything was perfect but, from what the Commission heard in comparisons, the Ohio Turnpike was invariably mentioned as better than any similar facility. He said the turnpike toll collectors were invariably mentioned as more courteous than the toll collectors on other facilities. He said he gave a lot of that credit to the Comptroller, John Soller, who, in the beginning, had much to do with the indoctrination of the collectors and with establishing the processes which had continued. He said he thought the Commission was old enough to have a tradition.

The Chairman said further that everyone - Members and staff - would do all they could to make Mr. Richley's service as agreeable as possible. He said the Members would hope to derive, as a Commission, as much from his experience as they could get. He said that the previous afternoon when he talked with the Governor he told him it had been his pleasure to talk to Mr. Richley and that the conversation had been a very pleasant one and that he

had met him first at an Interstate Coordinators' Conference meeting some time before. The Chairman said the Governor told him that the Commission was lucky to get such a good man and he told the Governor that Mr. Richley was following in a great tradition.

The Chairman said further that the Highway Department of Ohio was a great institution. He said the Highway Department went on and on with people who could do better elsewhere financially but they stayed with it because of their interest, their almost addiction to the institution of the Highway Department. He said the Commission derived most of its original staff from the Highway Department. He said Mr. Kauer came to the Commission as Chief Engineer from the Highway Department. He said Charles P. Smith, who was Executive Assistant to the Commission had been executive assistant to the highway director before he came to the Commission and C. W. "Red" Hartford, who retired as Executive Director of the Commission, came to the Commission from the Department of Highways. He said Russell S. Deetz, the late Executive Director of the Commission, came to the Commission from the Department of Highways, and numerous others had come to the Commission from the Department of Highways. The Chairman said the Commission had a new Executive Director who was more recently from the Highway Department than anybody the Commission had at that time. He said that if the Highway Department had not been such a good institution, the Commission could not have gotten such good people from it so that the Commission in a great measure derived from the Highway Department and he always paid tribute to the several directors and to the department not only for the things the department accomplished for itself but for the heritage that the Commission had from the Highway Department.

The Chairman reported that he delivered a copy of the Commission's Annual Report for 1970 to the Governor on February 1 and that on the same date the Director of Information and Research, James D. Hartshorne, delivered a copy to the Clerk of the Ohio Senate, and to the Clerk of the Ohio House of Representatives. He said February 1st was the statutory date when the Commission delivered the report and it had never been late. He said he wanted to congratulate Mr. Hartshorne on a marvelous job on the Annual Report. He said copies of the report went to every member of the General Assembly, every member of the Governor's cabinet, and the members of the Ohio congressional delegation and numerous other people who had associations of one kind or another with the Commission. He said the congressional delegation was included because the members had much to do with highway matters and the Commission liked to keep them informed just as it liked to keep the Ohio General Assembly informed of its status and, of course, all of the turnpike was under the National System of Interstate and Defense Highways.

The Chairman reported also that the Commission's income for 1970 was \$38,173,652, which was \$141,000 more than for the previous record year of 1969. He said the Commission was fortunate that it continued to be better than the previous year because there had been strikes and an economic recession.

The Chairman reported also that revenue for January was approximately \$2,668,000 and was a record for the month, beating January of the last year by \$333,000, which was really quite a lot. He said \$300,000 came from profit on securities. He said the Trustee, The Ohio National Bank of Columbus, did all the Commission's investing. He said the Commission had no control over the Trustee. He said the Executive Director could spend money but he had to get it from The Ohio National Bank.

The Chairman reported also that there were two fatal accidents in January, each involving a passenger car and each resulting in one death. He said the Ohio State Highway Patrol ascribed the first accident in which the 18 year old driver was killed to driving while under the influence of alcohol and the one in which a 34 year old passenger was killed to driving too fast on wet pavement.

In response to a question by Mr. Richley as to whether dissolution of the Interstate Coordinators' Conference was temporary, the Chairman said that reconvening the Conference would be up to the Director of Highways and the Governor. He said the Conference was convened back in 1963 by Governor Rhodes calling him on the telephone one day in April and asking him whether he would give the Governor some help because he thought from the experience the Chairman had had he could give some help and he told the Governor that any time a Governor Ohio thought that he could be of any help to Ohio he would accede to the request, that he was not saying what he could do but he would hope in all humility that he could do something to fulfill the request. The Chairman said the Conference convened April 16 of 1963 at Commission headquarters in Berea with the Director of Highways and many public officials present. He said the Conference task was a voluntary deal which he did as Chairman of the Turnpike Commission with the approval of the Members of the Commission and he thought and Mr. Richley's predecessor, Mr. Masheter, thought, that they had gone as far with the Interstate Coordinators' Conference as they could until a new administration came in. He said he did not want Mr. Richley, or whoever the Director of Highways was to be, saddled with the Conference so it was dissolved, leaving it open for the new director to do whatever he wanted to do with it. The Chairman said that therefore it was up to Mr. Richley after he had had a chance to decide. He said if Mr. Richley wanted to reconvene it he could reconvene it under any basis he would like and the Chairman was not saying that he would

reconvene it as it was or under the same aegis it was. He said he thought the Conference had been a success. He said the Bureau of Public Roads thought it was probably the most interesting device that had been tried any place in the United States. He said Mr. W. E. Reed, Division Engineer of the Bureau of Public Roads in Ohio, who was with the Conference, sat with the Conference every meeting. He said Lowell Bridwell as Administrator of the Federal Highway Administration came to Columbus for a meeting of the Conference and the Conference dealt with him very well and succeeded very handsomely.

The Chairman said further that the dead records of the Conference had been taken to the Commission's offices at Berea and the active records were delivered to the Highway Department on Front Street in Columbus.

The Chairman said further that, incidentally, the Conference had met regularly in the room in which the Commission was meeting. He said that in the first place the Turnpike Commission bought the building late in 1952 and moved into it some time in the spring of 1953 and ever since that time the Commission had met in the conference room as it suited its convenience, first under its own authority when it owned the building and then after the Commission sold the building to the Department of Highways when it moved its headquarters to Berea, it continued to meet in the room most of the time because it was more convenient for the Director of Highways, for one, who did not have the time to run to Berea and for Mr. Chastang who had been on the Commission for 14 years and for the Chairman and Mr. Redman. He said Mr. Teagarden had been agreeable about coming down from his residence in Oak Harbor and had been very faithful about attending the meetings. He said the Commission would hope that it would be agreeable with Mr. Richley for it to continue to meet in the room as it met the Members' convenience and his. He said the Commission had always kept a car in the garage downstairs - either the Chairman's car or a car of the Commission - for Commission use. He said that on Commission meeting days, its cars usually drove in downstairs. He said the meeting room and the use of the garage pretty much amounted to what the Commission needed from the Director of Highways as concerned arrangements for use of the building. Mr. Richley then gave his approval to continuing accordingly under his administration.

The Chairman said the report of the Chairman was accepted as offered. He said the report of the Secretary-Treasurer would be received.

The Assistant Secretary-Treasurer, Mr. Soller, reported for the Secretary-Treasurer, Mr. Chastang, that since the last meeting the following had been sent to all Members:

1. Summary of Bond Purchases.
2. Accountants' Report, Summary of rentals reported by Service Station Operators, October 1, 1969 through September 30, 1970.
3. Accountants' Report, Summary of rentals reported by Restaurant Operators, October 1, 1969 through September 30, 1970.
4. Accountants' Report, Financial Statements, Dec. 31, 1970.
5. Traffic & Revenue Report for December and Year 1970.
6. Financial Statements as of December 31, 1970.
7. Cost and Budget Report - Year 1970.
8. Report on Concessionaires - 1970.
9. Draft of the minutes of the January 5, 1971 meeting.
10. Detail of investment transactions for January 1971.

The Assistant Secretary-Treasurer reported also that a report had been received from the Pennsylvania Turnpike Commission which might be of interest because it showed that for the month of December its tolls and total revenue were each down 12 per cent whereas the Ohio Turnpike tolls were down for the month of December eight-tenths per cent and its total revenues from all sources were up six-tenths per cent. He said the Pennsylvania Commission probably was suffering from the diversion of traffic over Interstate Route 80 coming off at Ohio Turnpike Interchange No. 15 and not using the Pennsylvania Turnpike. He said the Pennsylvania Commission's expenses were up 11 per cent for the year. He said that, for the month of December, the Pennsylvania report showed a two per cent increase in vehicles which, coupled with the decrease in their toll revenue, indicated much shorter trips. He said the average weight of the Pennsylvania Turnpike vehicles seemed to be not too different from what it had been the year before but the individual trips certainly had shortened up. He said the passenger car trips dropped from 45 to 42 miles per trip and commercial vehicles from 86 to 75 miles per trip.

Mr. Sesler reported for the Trustee that the United States Treasury Department had come out with an exchange for Treasury Notes that happened

to be Treasury Notes the Trustee was holding in the Reserve Account and which would come due November 15, 1971. He said the offer was for new notes but unfortunately was past the limitation of maturity for Commission funds but the Trustee did take advantage of the market value of the notes and got a very good price. He said that, according to the cash flow figures, the Commission profited by approximately \$187,000 based on the United States Treasury Bills that the Trustee did buy compared to what the notes would have appreciated and amounted to as of November 15. He said that because of the sale the Trustee was able to create additional excess funds in the Reserve Account and that money was transferred into the Redemption Account so that the Trustee was able to buy \$660,000 face amount of Ohio Turnpike bonds.

The Assistant Secretary-Treasurer reported also that on the day of the last meeting - January 5 - he arrived back in Berea about 4:00 P. M. and at that time talked with the Commission's Supervisor of Data Processing, Russell Van Oster. He said Mr. Van Oster went home at 5:00 P. M. apparently all right and early the next morning his wife called and said he had passed away. He said Mr. Van Oster was 61 and had been with the Commission 15 years. The Chairman asked the Assistant Secretary-Treasurer to send a message of condolence from the meeting.

The Chairman said the report of the Secretary-Treasurer was accepted as offered. He said the report of the Committee on Budget and Finance would be received.

The Comptroller, Mr. Soller, reported for the Committee on Budget and Finance of which Mr. Redman was the chairman, that for the year 1970 operating expenses were \$60,000, or less than one per cent, under the supplemented budget. He said that when the supplement to the 1970 budget was adopted by resolution on December 8, 1970 it was necessary to allow for possible severe snow and ice conditions in the remaining three weeks of the year. He said fortunately the weather was better than normal and it was not necessary to spend as much money as expected on snow and ice control.

The Chairman said the report of the Committee on Budget and Finance was accepted as offered. He said the report of the Committee on Service Plazas would be received. He said that Mr. Teagarden, the chairman of that Committee, was the Commission's authority on service plazas and its authority on employee relations and had been for many years. He said Mr. Teagarden also was the Commission's authority and the very successful chairman of a committee which the Commission set up years before on construction claims. He said Mr. Teagarden did such a good job on the

Claims Committee that he ran out of business so the Commission passed off the service plazas and employee relations committees on him.

Mr. Teagarden reported for the Committee on Service Plazas that the service plazas took on a new look during the month of January at no expense to the Commission when Gladioux Food Services, Inc. and the Howard Johnson Company removed the large window in the vestibule lobby at each of their restaurants and enclosed the opening with brick. He said the treatment was all part of a plan which was approved by the Service Plaza Committee when both restaurant companies requested permission to establish a vending machine bank in the area adjacent to the rest rooms. He said the addition improved the appearance of the buildings, and both restaurant companies had agreed to place their company names on the exterior brick wall to serve as a guide for the turnpike patron.

Mr. Teagarden reported also that on January 13, 1971 the TR-1B Contract under which the Howard Johnson Company had been operating the six restaurants on the east end of the turnpike expired. He said the Executive Director formally notified the Howard Johnson Company that effective January 14 all eight of its restaurants were being operated subject to the terms and provisions of the new TR-4G Contract.

Mr. Teagarden reported also that, as expected, the work of remodeling the rest rooms at the Commodore Perry Service Plaza was completed in January 1971. He said the restaurant manager reported that each day since the new rest rooms had been in use she had received compliments from patrons on the facilities.

Mr. Teagarden reported also that the restaurant shopper's activity continued in January and her reports indicated a vast improvement in conditions at the Middle Ridge and Vermilion Valley Service Plazas over what they had been during her visits in December 1970. He said the duties of the shopper were to make periodic visits to all plazas and sample the food and observe conditions and make a report on her findings. He said the Executive Director sent copies of the shopper's reports to the Members. He said that when conditions reported by the shopper were not acceptable to the Executive Director he called in the people responsible from Howard Johnson and Gladioux and brought those matters to their attention and saw that they were taken care of.

The Executive Director said that the shopper had visited the Berea headquarters to review her first round of visits to all the restaurants. He said that as a result of that visit the reporting forms would be remodeled to give a better reporting system. He said the revised form would be used for the shopper's next round of reports.

The Chairman said the report of the Committee on Service Plazas was accepted as offered. He said the report of the Committee on Employee Relations would be received.

The chairman of the Committee on Employee Relations, Mr. Teagarden, reported that he would convene a meeting of the committee the next day to start work for the June discussions with representatives of non-union and union employees. He said the Executive Director had written him a letter requesting an appearance before the committee in order to present certain views.

The Chairman said the Commission had had the committee for several years. He said it met with representatives of the employees who were members of unions and employees who were not. He said the Commission's position always had been that any person or group of persons who wanted to consult with the staff of the Commission was entitled to do so. He said anybody who wanted to join a union was entirely at liberty to join the union. He said that 18 or 19 years before he personally wrote a grievance procedure which was probably the first grievance procedure that any activity of the State had had and the Commission's success in employee relations in a large measure had been due to the fact that over the years it had had an indentifiable, understandable, grievance-employee-relations procedure. He said there was a group of the Commission's employees which fluctuated from time to time who belonged to Teamsters Local 20 and the Commission's Committee met with representatives of Teamsters 20 and discussed affairs. The Chairman said the Commission did not recognize, because it was not authorized by law to recognize, any exclusive collective bargaining group. He said the Commission did respect any representative who spoke authoritatively for its employees. He said that included those representatives who were representing employees who were not members of the union. He said that if the Commission consulted with the union representatives it also consulted with the non-union representatives. He said that was a difficult position to maintain. He said Mr. Richley had been in public work and he knew the problem. He said the Commission had had a good experience and, so far as it could tell, good employee relations. He said the union had never struck, had never really threatened to strike seriously, although the implied threat was always there. He said the Commission over the years had lived so well with its employees that it had not ever had a formal notice of any kind and the Teamsters Union was well aware that under the law of Ohio it could not as an agency of the State nor could the State recognize any group as an exclusive bargaining agent but the Commission had recognized that times had changed and it had to recognize employees in groups insofar as it could do so within the law and that was what it was doing and what it had done.

In response to an invitation by the Chairman, Mr. Richley asked a number of questions about the Commission's employee relations policy. The replies by the Chairman and Mr. Teagarden were to the effect that employees of the Commission were considered to be public employees subject to all laws that govern public employees including the Ferguson Act; that Teamsters Union Local 20 was located in Toledo, Ohio with a branch office in Fremont, Ohio; that there were about 600 employees on the Commission's pay roll; that on the basis of check-off permitted by the Commission pursuant to law the Commission knew approximately how many employees belonged to the union and that rates of pay were set by the Commission pursuant to recommendations by the Committee on Employee Relations to the Executive Director and by him to the Commission; that there were generally three steps in wage scales, including the starting wage, in various classifications of employment.

The Chairman said also that the Commission's people knew what their rights were and what to expect because of the conditions of employment set forth in the Commission's Employee Manual. He said there was hardly any agency of State government which had employee problems which did not ask the Commission to see its grievance procedure. He said he personally took great pride in it because he wrote the first procedure the first time the matter of union actively came up when the Commission had to define its position as an agency of the State of Ohio. He said there had been lots of litigation years before establishing the Commission's status.

In response to further questions by Mr. Richley the Chairman and Mr. Teagarden said that there were no formal agreements, no memorandums, nothing that could be construed as an agreement between the Commission and the union; that when the Commission met with the employees' representatives the decision was the Commission's, it was unilateral, and the union accepted that. He said that at the conclusion of conferences with the employees' representatives everybody understood what was going to be done.

The Chairman said he thought the time had come to repeal or amend the Ferguson Act with an enlightened public employees labor relations act which would represent the times as the times dictated relations between public employers and their employees. He said he thought the State of Ohio should have an employees relations policy embodied in law which would set guidelines for public employers and give public employees proper safeguards of employment and remedies for settlement of their grievances and other conditions of employment. He said he would subscribe to a public employees relations act. The Chairman said he had made it clear that the

Commission would follow the law as the law existed and neither would he personally nor would the Commission oppose enlightened labor relations legislation.

Mr. Richley said he was interested in the employee relations area, obviously, and was happy to learn that the Commission's employees were public employees and subject to Ohio laws applying to public employees. He said that in view of the informal discussions with employees, union and non-union, and of the absence of formal agreements and memorandums of understanding, the Commission must work very, very closely with its employees to have avoided conflicts.

The Chairman said the employees and the union knew what to expect. He said that because the Commission had worked with its employees as it had its word was respected, the work of the Committee on Employee Relations was respected, the Executive Director was respected and the work of the Employee Relations Committee and the Commission respected both groups of employees. Mr. Richley said the record spoke for itself.

The Chairman said in the absence of further questions the report of the Committee on Employee Relations was accepted as offered. He said the report of the Committee on Safety would be received.

The chairman of the Committee on Safety, the Executive Director, reported that with respect to the two fatal accidents in January, one involved a young man 18 years old who was killed on January 24 at around 3:30 A. M. He said the man had alcohol in his system that indicated he legally was intoxicated. He said the man drove into the median, his car rolled over, he was thrown out of the car and the car rolled on top of him and crushed him. He said it would appear that had the man been wearing seat belts he might have escaped with his life. He said the second accident involved a 1957 passenger car with smooth tires. He said the vehicle skidded out of control, hit a guard rail and bounced back into the path of a truck. He said the Highway Patrol report attributed the accident to an inexperienced driver who was exceeding the speed on wet pavements.

In response to questions by Mr. Richley about the relationship of the Commission to the Highway Patrol, the Chairman and the Executive Director said the Commission had a contract with the Highway Patrol for policing the turnpike; that a special district - District 10 - had been set up exclusively to police the turnpike; and that the Commission exercised no control over the operations of the Highway Patrol. The Chairman said the Highway Patrol was paid by the Commission for policing and

that expenses for that purpose were more than a million dollars the past year. The Executive Director said that 90 patrolmen and several radio operators were assigned to District 10. The Chairman said the Commission had excellent relations with the Highway Patrol.

The Chairman said the report of the Committee on Safety was accepted as offered. He said the report of the Executive Director would be received.

The Executive Director reported that the roadway in the area of Milepost 15 was under constant surveillance and had been all along. He said there was some separation of the pavement joint observed on the eastbound lane in October 1970. He said that separation was immediately filled and sealed. He said that currently there was no reason to expect any sudden or major failure.

The Chairman said that it was late in September of 1955 that the pavement sinking in the area first appeared and the Commission forces had mudjacked and done all the things necessary over the years but the situation was still being watched.

In response to questions by Mr. Richley, the Executive Director said the area involved was a low fill less than 500 feet in length. He said observation indicated some very minor movement on the slopes. He said there was no reason to expect any sudden or major failures. He said the Chief Engineer would conduct further examinations and studies to determine corrective action when and if it should be decided to be necessary.

The Executive Director reported also that the Commission had become aware through newspaper reports of some local desire for a full rather than a partial interchange between Interstate Route 90 and the Ohio Turnpike several miles west of the Lorain-Elyria (No. 8) Interchange. The Chairman said he had talked to Mr. Richley on the telephone briefly about the matter. The Executive Director said the Commission was also aware through its close association with the Highway Department that the Department was nearly finished with the construction plans for the project based on a partial interchange. The Chairman said the Commission's position on it was that it wanted to be kept informed. He said that whenever Mr. Richley wanted to talk further about it the Commission would be prepared to talk with him. He said that was the Commission's position currently because the prime mover in the matter was, of course, the Highway Department but the Commission was so profoundly concerned that it had to know about what went on. Mr. Harnden indicated the Greiner Company was studying the matter.

Mr. Harnden said the Consulting Engineers were working on the toll plaza for the interchange but were not working on the interchange design itself except to review those plans prepared by the Department of Highways. The Chairman said the Commission would want to be able to get an opinion from the Consulting Engineers as to their view for the Highway Department. He said he was assuming that the Highway Department by virtue of all the furor in Lorain County would have to at least examine its position. He said The Lorain Journal had taken a position as had the Lorain County Commissioners and others involved in regional planning.

The Executive Director said the Highway Department in the last review of the matter with the Commission indicated that it had tentatively scheduled the opening of bids for construction of the new interchange for May 11. He said currently the staff of the Commission and the Greiner Company were just trying to keep informed of any developments so that when and if anything that would affect the interests of the Commission developed, they would be prepared to express the Commission's position.

The Executive Director reported also that during January there was a continuing discussion of the Commission's life insurance and hospitalization coverage for its employees. He said the loss experience on the Commission's hospital and life insurance plan was reviewed and was found to be so bad over the past two years that, based on that and on the projected loss experience for the policy period starting February 1, the carrier had requested either an 85 per cent increase on hospitalization premiums alone with no increase in the life insurance premium, or a 67 per cent increase in total premiums for both items. He said that because of the requested large increase, the agent handling the policy had discussed the Commission's coverage with three other insurance companies which indicated that they could not or would not provide coverage for the Commission at any lower rate than the proposed higher rate. He said that on February 1, in subsequent discussion with the Commission and the agent, the Commission's carrier agreed to accept a 55 per cent increase and to change the renewal date to July 1. He said that the change would enable all parties to observe the loss experience during that five month period to see whether it might get any better. He said the new renewal date would coincide with the anniversary date of the State of Ohio's hospitalization insurance policy and the staff was gathering data for a possible recommendation as to whether the Commission might be included under that policy.

The Chairman said it was the Commission's information that the company that was insuring the employees of the State of Ohio generally

had had a similar experience as the Commission's insurer and would be looking for an increase too, and the Commission's problem was to determine whether or not it would be better for it to stay where it was or to go under the same policy as the State's. He said it should be possible to determine that by July 1.

Mr. Chastang said the Commission had a small spread whereas the State, of course, had a big spread of risk. The Chairman said that was why he had suggested to the Executive Director some time before to determine whether the Commission could be incorporated in the State coverage when it was renewed. It might be to the Commission's advantage. The Executive Director said the staff was trying to keep informed on what was happening in the group hospitalization insurance field. He said it was reported in the Cleveland area that Blue Cross rates there had doubled. He said that in comparing the Commission's coverage with the State's policy, he had come to the conclusion that the Commission had adequate coverage. He said his test was to examine whether all the expenses claimed by Commission employees were covered. He said there were only 11 cases during the 1970 policy period in which it was necessary to apply the deductible provision of the policy which meant that out of about \$250,000 worth of claims paid Commission employees had to pay perhaps \$1,100. He said he would report continuing developments to the Commission.

Mr. Teagarden said it should be stated that the Commission paid the entire premium for hospitalization and life insurance coverage for all employees and their dependents. Mr. Johnson said the Commission's policy had a \$500 limit on surgery whereas the State's policy had no limit whatever.

The Executive Director reported also that during January the Commission was invoiced by the Highway Department for its share of the cost of constructing the I-71/Ohio Turnpike interchange in the amount of some \$890,000. He said the payment would be made from the Reserve Maintenance Fund. The Chairman said the Commission was not contesting the charge except it would examine the amount to be sure that the amount was substantiated.

The Executive Director reported also that with respect to reserve maintenance items, Mr. Thomas E. Donnelly, the vice president of the Greiner Company, was in Berea the day before and Mr. Harnden, Mr. Donnelly, Mr. Dutton and he had reviewed the current status of the reserve maintenance projects and areas where adjustments might be made so that the Reserve Maintenance Fund would remain liquid throughout the year.

The Executive Director reported also that he had received a letter from the Superintendent of the Ohio State Highway Patrol, Colonel Robert M. Chiaramonte, informing him that the Highway Patrol had taken bids on patrol cars and that the prices bid were such that the patrol was asking for the extra penny per mile, effective March 1, that the Commission took away from it when the contract between the Commission and the Department of Highway Safety for the services of the Highway Patrol was renegotiated. He said that during the month of February the request would be analyzed to see whether the contract should be adjusted as it was agreed it could be on a monthly basis.

The Executive Director reported also that the matter of awarding four contracts for resurfacing the main roadways of the turnpike was before the Commission. He said on the first contract, which was designated as contract RMP 59-71-1, between mileposts 39.0 to 48.6 in Fulton County, it was his recommendation that the award be made to the S. E. Johnson Company, the low bidder. He said he recommended that the award be made on the basis of the alternate bid to use crushed slag aggregate in the surface course. He said the Consulting Engineers and the Chief Engineer had similarly recommended. He said that although that alternate was the more expensive, the crushed slag did provide a great skid resistance and all other turnpike resurfacing contracts had specified the use of that material.

A resolution awarding Contract RMP 59-71-1 was moved for adoption by Mr. Richley, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 2-1971

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repairs and resurfacing of original Construction Sections C-50, C-51 and C-52, between Milepost 39.0 and Milepost 48.6 in Fulton County, Ohio, which contract is designated Contract RMP 59-71-1, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received, including alternate bids providing for an asphalt concrete surface course using crushed slag, and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

"WHEREAS said bids and alternate bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon with respect to said analyses and they, and also the Commission's executive director have made their recommendations predicated thereon;

"WHEREAS all bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and the alternate bid of S. E. Johnson Company, Maumee, Ohio, for the performance of said Contract RMP 59-71-1, with the asphalt concrete surface course using crushed slag, in the amount of \$1,297,467.00, is, and is by the Commission determined to be, the lowest and best of all said bids and alternate bids for the performance of said contract, taking into account the superior material provided for under the alternate bid, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best of all bids and alternate bids for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of S. E. Johnson Company, Maumee, Ohio, in the amount of \$1,297,467.00 (alternate bid) for the performance of Contract RMP 59-71-1 be, and hereby it is, determined to be the lowest and best bid received, and is accepted, and that the chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the return to all bidders for the aforesaid contract, other than said successful bidder, of the bid security furnished by each of them, respectively, (3) to direct the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

Mr. Teagarden said that with respect to all four of the contracts to be considered he had figured out the cost per mile to be \$135,000 on one, \$190,000 on another, \$175,000 on the third, and \$178,000 on the fourth. He asked why such a wide difference in the cost per mile.

The engineers present explained that per-mile costs would be affected by such items as the varying lengths of the projects, inherent costs such as

establishing a field office and moving in equipment, the extent of under-draining required, and the difference in labor costs in various areas along the turnpike.

In response to a question by Mr. Chastang, the Chief Engineer said the bids were at least 20 per cent under the Commission's estimate of costs. The Chairman said the Commission would pick up \$100,000 on the basis of estimates. Mr. Chastang said the Highway Director should know that on occasion the Commission had rejected bids because they exceeded the estimate substantially.

In response to a question by Mr. Richley, the Executive Director said that the approximate 23 miles of roadway involved in the four resurfacing contracts represented 100 per cent of the resurfacing work that would be done in 1971 on the main line; also that new contracts were let very early in the year for the entire year so that the projects could be finished before the beginning of the summer heavy traffic season. The Executive Director said there would be some small resurfacing projects in interchanges and service plazas in addition to the main line work.

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Richley, Chastang, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 2-1971.

The Executive Director reported also that the low bid of five on the second contract, RMP 59-71-2, between mileposts 101.4 and 106.5 in Sandusky and Erie Counties, was that of the Northern Ohio Paving Company in the amount of \$972,351. He said the award had been recommended by the Consulting Engineers and the Chief Engineer and that he concurred in the recommendation.

A resolution awarding Contract RMP 59-71-2 was moved for adoption by Mr. Richley, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 3-1971

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Con-

struction Sections C-34 and C-35, between Milepost 101.4 and Milepost 106.5 in Sandusky and Erie Counties, Ohio, which contract is designated Contract RMP 59-71-2, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

"WHEREAS said bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon to the Commission with respect to said analyses and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS all of the aforesaid bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and the bid of Northern Ohio Paving Company, Twinsburg, Ohio, for the performance of said Contract RMP 59-71-2, is, and is by the Commission determined to be, the lowest of all said bids for the performance of said contract, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of Northern Ohio Paving Company, Twinsburg, Ohio, in the amount of \$972,351.00 for the performance of Contract RMP 59-71-2 be, and hereby it is, determined to be the lowest and best of all said bids and is accepted, and that the chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the return to all bidders for the aforesaid contract, other than said successful bidder, of the bid security furnished by each of them, respectively, (3) to direct

the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Richley, Chastang, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 3-1971.

The Executive Director reported also that the low bidder of four on the third contract, RMP 59-71-3, between mileposts 127.3 and 132.0 in Erie County, was the Northern Ohio Paving Company. He said it had been recommended by the Consulting Engineers and by the Chief Engineer, and he concurred in the recommendation, that the award be made to the Northern Ohio Paving Company on the basis of its base bid, i. e., without the alternate to permit access to a temporary entrance or exit to the turnpike. He said the low bidder did not properly submit a bid to include the alternate. He said the low bidder indicated it would have reduced its bid by \$3,000 if it had submitted a bid properly to include the alternate. He said the low bid without the alternate was still lower than the second low bid.

In response to a question by Mr. Richley as to whether the Northern Ohio Paving Company had the ability to perform both contracts RMP 59-71-2 and RMP 59-71-3 simultaneously, the Executive Director said that was one of the factors considered in recommending the award, and the Chairman said the company had performed all right in 1970 when it was awarded two resurfacing contracts.

A resolution awarding Contract RMP 59-71-3 was moved for adoption by Mr. Richley, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 4-1971

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repairs and resurfacing of original Construction Section C-27, between Milepost 127.3 and Milepost 132.0 in Erie

County, Ohio, which contract is designated Contract RMP 59-71-3, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

"WHEREAS said bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon with respect to said analyses and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS all of the aforesaid bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and included the right to submit alternate bids predicated upon permission to construct temporary entrances or exits to the Turnpike, and the bid of Northern Ohio Paving Company, Twinsburg, Ohio, in the amount of \$790,074.00 (but not the alternate bid) for the performance of said Contract RMP 59-71-3, is, and is by the Commission determined to be, the lowest of all said bids for the performance of said contract, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of Northern Ohio Paving Company, Twinsburg, Ohio, in the amount of \$790,074.00 for the performance of Contract RMP 59-71-3 be, and hereby it is, determined to be the lowest and best of all said bids and is accepted, and that the chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the return to all bidders for the aforesaid contract, other than said successful bidder, of the bid security furnished by each of them, respectively, (3) to direct the

return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract. "

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Richley, Chastang, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 4-1971.

The Executive Director reported also that the low bidder of four on the fourth contract, RMP 59-71-4, between mileposts 161.0 and 164.9 in Cuyahoga County, was The Wm. L. Schloss Paving Company. He said it had been recommended by the Consulting Engineers and by the Chief Engineer that the contract, based on the alternate bid to permit access through temporary entrances or exits to the turnpike, be awarded to the low bidder and he concurred in the recommendation. He said the particular entrance and exit access point which the contractor would be permitted to use was used on the contract the same bidder did in 1970. He said the access worked successfully at that time and in the current contract would result in a savings to the Commission of almost \$10,000. He said the contractor had submitted a bid that was responsive to the requirements set forth in the bidding documents which were to give a plan of the entrance and exit access points, and the bid was under the Commission's estimate.

In response to a question by Mr. Richley as to whether the Commission's specifications were such that all surface courses used the same aggregate, the Executive Director said that was correct. He said that on the RMP 59-71-1 contract alternate bids were taken for the first time ever to use another aggregate and the reason for doing that was to get a little competition going. He said the Commission had found in past years that the cost of slag aggregate in the western end of the state was much, much higher than it was in other areas. He said slag was used because it gave better skid resistance. He said slag aggregate was specified only in the surface course.

A resolution awarding Contract RMP 59-71-4 was moved for adoption by Mr. Richley, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 5-1971

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repairs and resurfacing of original Construction Sections C-18 and C-19, between Milepost 161.0 and Milepost 164.9 in Cuyahoga County, Ohio, which contract is designated Contract RMP 59-71-4, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

"WHEREAS said bids and alternate bid have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon with respect to said analyses and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS all bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and the alternate bid of The Wm. L. Schloss Paving Co., Cleveland, Ohio, for the performance of said Contract RMP 59-71-4, is, and is by the Commission determined to be, the lowest of all said bids for the performance of said contract, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of The Wm. L. Schloss Paving Co., Cleveland, Ohio, in the amount of \$695,347.00 (alternate bid) for the performance of Contract RMP 59-71-4 be, and hereby it is, determined to be the lowest and best bid received, and is accepted, and that the chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the

return to all bidders for the aforesaid contract, other than said successful bidder, of the bid security furnished by each of them, respectively, (3) to direct the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Richley, Chastang, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 5-1971.

In the absence of further questions, the Chairman said the report of the Executive Director was accepted as offered. He said the report of the Director of Highways would be received.

The Director of Highways reported that he was delighted by the fact that Governor John J. Gilligan made those kind remarks to the Chairman. He said he was extremely privileged to be holding the position he held in the cabinet and he considered it a very great privilege and honor to serve as a Member of the Commission. He said he was aware of the great amount of service that the Chairman had devoted to the Commission and other areas of public interest in Ohio. He said he knew the reputation of the Ohio Turnpike Commission over the years. He said that, as compared with toll roads in other states, he thought Ohio had, probably, the finest toll road in the country, one of the most modern and one of the most well maintained. He said he would cooperate in every possible respect, both physically and financially, where legally possible and where the Highway Department had the ability to cooperate and carry on the relationship that had been carried on so successfully over the years between the Commission and the highway directors. He said he hoped that as time went along he could contribute something to the Commission other than an hour or two hours of time.

The Chairman said Mr. Richley had done well that day. He said the Commission had had a good meeting. Mr. Richley said he had learned quite a bit. He said he was delighted to be aboard and very pleased to be a member of the organization.

The Chairman said the Commission was delighted to have Mr. Richley and Mr. Richley did not come to the Commission as a stranger. He said the Commission knew a lot about him and he wished that Mr. Richley, as the Governor's representative and spokesman as Director of Highways, would tell the Governor that the Commission was glad to receive him. He said he did not ask the Governor the day before to come over to the meeting but he would like to extend an invitation through Mr. Richley for him-- not to come over and sit through an entire meeting-- but sometime, as other governors always had done, to come over and take a look at how the Commission operated. The Chairman said also that Mr. Richley could tell the Governor that the Commission would give him the same kind of cooperation the Commission had given every governor -- there were five predecessors. He said the Commission's purposes were the same as the Governor's and everything he had seen from him indicated that he and the Commission were going in the same direction.

The Chairman said the report of the Director of Highways was accepted as offered. He ascertained there would be no report by the General Counsel, or by the Consulting Engineers. He said the report of the Director of Information and Research would be received.

The Director of Information and Research thanked the Chairman for the kind words about the Commission's Annual Report. The Chairman said that the Commission could not say enough kind words about the work that Mr. Hartshorne had done on the Annual Report. He said that within the next week or two the letters would flow in telling the Commission what a fine Annual Report it was. Mr. Teagarden said he thought every report was better than the previous one.

The Chairman said the report of the Director of Information and Research was accepted as offered.

A resolution ratifying actions of administrative officers was moved for adoption by Mr. Teagarden, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 6-1971

"WHEREAS the executive director, deputy executive director, chief engineer, general counsel, assistant general counsel, secretary-treasurer, assistant secretary-treasurer, comptroller, and the director of information and research of the Commission have by various written and oral communications fully advised the members of the Commission with respect to their official actions taken on behalf of the Commission since the Commission's last meeting on January 5, 1971, and the Commission has duly reviewed and considered the same;

"NOW, THEREFORE, BE IT

"RESOLVED that all official actions taken by the aforesaid administrative officers of the Commission on its behalf since the Commission's meeting on January 5, 1971 hereby are ratified, approved and confirmed."

A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Teagarden, Chastang, Richley, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 6-1971.

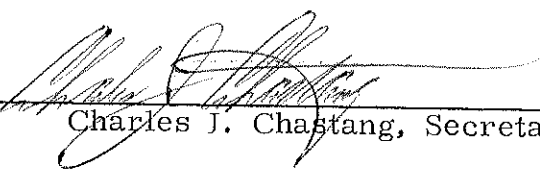
There being no further business to come before the Commission, a motion was made by Mr. Teagarden, seconded by Mr. Chastang, that the meeting adjourn subject to call of the Chairman. A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: Teagarden, Chastang, Richley, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 1:05 P. M.

Approved as a correct transcript of the proceedings
of the Ohio Turnpike Commission



Charles J. Chastang, Secretary-Treasurer