

MINUTES OF THE 376th MEETING OF THE OHIO TURNPIKE COMMISSION

May 11, 1992

Pursuant to the bylaws, the Ohio Turnpike Commission met in regular session in the Administration Building at 682 Prospect Street, Berea, Ohio, at 11:29 a.m., on May 11, 1992, with key members of the staff; representatives, Dean Berry, Bruce Gabriel and David Millstone of the fiscal and labor counsel, Squire, Sanders & Dempsey; a representative, W. Robson Fleischman, of the consulting engineers, Greiner Engineering, Inc.-Ohio; two members of the media, Pauline Thoma, The (Cleveland) Plain Dealer, and Hank Harvey, The (Toledo) Blade; 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: M. Ben Gaeth, Jerry Wray, Charles R. Pinzone,  
Umberto P. Fedeli, James H. Brennan

Absent: Edwin M. Bergsmark, Joseph J. Vukovich

A motion was made by Mr. Pinzone, seconded by Mr. Wray, that the minutes of the meeting of April 13, 1992, which had been examined by the Members, be approved without reading.

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

Ayes: Mr. Pinzone, Mr. Wray, Mr. Fedeli, Mr. Brennan

Nays: None

The Chairman declared the minutes stood approved with all Members present voting in the affirmative. He said there was a typographical error on page 14, of the April 13, 1992, minutes, the word adopted was misspelled, which would need to be corrected. The Executive Director, Allan V. Johnson, said the correction would be made.

The Chairman said the meeting was the 376th of the Ohio Turnpike Commission and it was being held at the Commission's headquarters as provided for in the Commission's Code of Bylaws. He said Mr. Bergsmark could not attend the meeting because he was in Washington, D.C. to attend one of his daughter's graduation. He said Representative Vukovich also could not attend the meeting.

The Chairman reported further that the primary reason for the meeting was to act on a number of resolutions, draft copies of which have been previously sent to the Members, and also were in the Members' folders. He said the resolutions would be

explained and introduced during the various committee and staff reports.

The Chairman said he would first ask the Executive Director, Mr. Johnson, to introduce the various individuals in attendance at the meeting.

The Executive Director said that going around the room there were: Sharon Isaac, the Commission's staff counsel; Heidi Jedel, Information and Research Department Head Secretary; Les Gaines, Minority Business Enterprise Coordinator; Hank Harvey, The (Toledo) Blade; Pauline Thoma, The (Cleveland) Plain Dealer; Dean Berry, Squire, Sanders & Dempsey; Bob Blair, ODOT; Pat Patton, Government Liaison Officer; Jim Cooper, Donaldson, Lufkin, and Jenrette; Hank Williams, Commander of District 10 of the Ohio State Highway Patrol; David Millstone, the Commission's Labor Counsel with Squire, Sanders & Dempsey; Don Sharp, Director of Operations; Bruce Gabriel, Squire, Sanders & Dempsey; Craig Rudolphy, Comptroller; Lou Disantis, Director of Administrative Services; Barbara Lesko, the Executive Director's secretary; Leah Fox, ODOT; and Diane Pring, General Counsel's secretary. He said that at the conference table were: Alan Plain, Deputy Executive Director-Chief Engineer; Jim McGrath, General Counsel; Rob Fleischman, Greiner Engineering, Inc.-Ohio; and Bob Barnett, Director of Information and Research.

The Chairman said the report of the Assistant Secretary-Treasurer, Mr. Johnson, would be received.

The Assistant Secretary-Treasurer said the following listed items had been sent to the Members since the last regular meeting of the Commission, April 13, 1992:

- (1) Weekly traffic statistics
- (2) Investment transactions which occurred during April 1992
- (3) Draft of the Commission Meeting minutes of April 13, 1992
- (4) Traffic Accident Analysis for April 1992
- (5) Traffic and Revenue Report for April 1992
- (6) Financial Statement for April 1992
- (7) Budget and Expense Report for the First Three Months of 1992

The Chairman said it was good to note that the Commission's total revenues were up from between 5 and 6 percent. He said that increase over 1991 figures indicated an upswing in the economy and he hoped it continued.

The Chairman said the report of the Assistant Secretary-Treasurer was accepted as offered. He ascertained there would be no reports from the Committee on Budget and Finance, Committee on Audit/Legal and Committee on Service Plazas. He said the report of the Committee on Employee Relations would be received.

The chairman of the Committee on Employee Relations, Mr. Fedeli, said that as reported at recent meetings of the Commission, negotiations had been underway between the Commission and the union representing the Commission's full-time, non-supervisory employees in the toll and maintenance department, on a new collective bargaining agreement. He said the prior agreement expired December 31, 1991, but the terms and conditions of that agreement continued during the negotiations for a new agreement.

Mr. Fedeli said further that after numerous, lengthy negotiations, an agreement had been reached on a new collective bargaining contract. He said a summary of the provisions had been furnished to the Commission Members and members of the Commission's bargaining team and the Commission's labor counsel were present in case there were any further questions on the terms of the contract.

Mr. Fedeli said further that the Commission had been advised that the union members had ratified the agreement by a substantial vote. He said it was appropriate, therefore, that the Commission take action at that time to approve the collective bargaining agreement and authorize it to be executed on behalf of the Commission. He said a resolution for that purpose had been prepared and was in the Members' folders.

Mr. Fedeli said further that he would dispense with reading the Whereases and read the Resolved as follows:

"NOW, THEREFORE, BE IT RESOLVED that the Commission hereby approves the Collective Bargaining Agreement and authorizes and directs the chairman and/or executive director to execute the agreement on behalf of the Commission, and to take any other action necessary to carry out the terms and provisions thereof."

Mr. Fedeli said further that he hoped that the resolution would be adopted and he also wanted to comment that both David Millstone and Lou Disantis did an absolutely fantastic job and he thought that they negotiated a very fair and equitable agreement. He said they did a real nice job on it.

A resolution authorizing execution of the collective agreement was moved for adoption by Mr. Fedeli, seconded by Mr. Pinzone as follows:

RESOLUTION NO. 16-1992

"WHEREAS, the Commission has entered into negotiations through its Committee on Employee Relations with the United Electrical, Radio and Machine Workers of America (UE) and its affiliate, UE Local 791 (Union,) bargaining on behalf of the Commission's regular, full-time, non-supervisory field employees in the toll collection and maintenance departments (Bargaining Unit Employees);

"WHEREAS, the Union has been certified by the State Employee Relations Board as the exclusive bargaining representative of the Bargaining Unit Employees;

"WHEREAS, after lengthy and intense negotiations, the parties have reached an agreement, which agreement is now before the Commission, and a summary of the terms and conditions thereof has been submitted to the Commission;

"WHEREAS, this Collective Bargaining Agreement has been ratified by the Bargaining Unit Employees; and

"WHEREAS, the approval of the contract has been recommended by the Commission's executive director, its Committee on Employee Relations and its labor counsel;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission hereby approves the Collective Bargaining Agreement and authorizes and directs the chairman and/or executive director to execute the agreement on behalf of the Commission, and to take any other action necessary to carry out the terms and provisions thereof."

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

Ayes: Mr. Fedeli, Mr. Pinzone, Mr. Wray, Mr. Brennan

Nays: None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 16-1992.

Mr. Fedeli said further that, next, there was a contract of employment between the Commission and Allan V. Johnson as Executive Director, the term of which expired at the end of May. He said it was the desire of the Commission and Mr. Johnson that he continue as Executive Director and a resolution to provide for his continued employment was in the Members' folders.

Mr. Fedeli said further that, once again, he would dispense with reading the Whereases and read the Resolveds as follows:

"NOW, THEREFORE, BE IT RESOLVED that the contract of employment between the Commission and Allan V. Johnson hereby is extended beyond June 1, 1992, and that Allan V. Johnson shall continue to serve the Commission as Executive Director from and after June 1, 1992, at the mutual pleasure of the Commission and Allan V. Johnson, subject to any new employment contract entered into between the Commission and Allan V. Johnson;

"FURTHER RESOLVED that the Chairman, on behalf of the Commission, is authorized to enter into negotiations with Allan V. Johnson and to enter into a new contract of employment with Allan V. Johnson as the Executive Director of the Ohio Turnpike Commission, under such terms and conditions as they shall mutually agree."

Mr. Fedeli said he moved that the resolution be adopted.

A resolution extending the Executive Director's contract of employment was moved for adoption by Mr. Fedeli, seconded by Mr. Wray as follows:

RESOLUTION NO. 17-1992

"WHEREAS, Allan V. Johnson has been executive director of the Ohio Turnpike Commission since November 1, 1970, and at the present time is serving under a contract of employment authorized by the Commission by Resolution No. 7-1986, which contract will expire on June 1, 1992;

"WHEREAS, the Commission desires to extend the contract of employment between it and Allan V. Johnson and wishes to retain Allan V. Johnson as its executive director;

"NOW, THEREFORE, BE IT

"RESOLVED that the contract of employment between the Commission and Allan V. Johnson hereby is extended beyond June 1, 1992, and that Allan V. Johnson shall continue to serve the Commission as Executive Director from and after June 1, 1992, at the mutual pleasure of the Commission and Allan V. Johnson, subject to any new employment contract entered into between the Commission and Allan V. Johnson;

"FURTHER RESOLVED that the chairman, on behalf of the Commission, is authorized to enter into negotiations with Allan V. Johnson and to enter into a new contract of employment with Allan V. Johnson as the executive director of the Ohio Turnpike Commission, under such terms and conditions as they shall mutually agree."

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

Ayes: Mr. Fedeli, Mr. Wray, Mr. Pinzone, Mr. Brennan

Nays: None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 17-1992.

The Chairman said the report of the Committee on Employee Relations was accepted as offered. He ascertained there would be no report from the Committee on Safety. He said the report of the Executive Director would be received.

The Executive Director said his report would consist of explaining and offering a number of resolutions. He said the first resolution was entitled resolution awarding contract CIP 56-92-02. He said it was a contract to enlarge and renovate the maintenance building in the Amherst section. He said there were eight bids received in response to the contract. He said he would dispense with Whereases and read the Resolved.

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of the T. J. Hume Company of Lorain, Ohio, in the amount of \$1,855,690.00, for the performance of Contract CIP 56-92-02, is, and is by the Commission, determined to be the lowest responsive and responsible bid received for the performance of said contract, and is accepted, and that the chairman and executive director, or either 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; (2) to direct the return to the other bidders of their bid security, when appropriate, and (3) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

The Executive Director said the contract had been analyzed by the Commission's design consultant, Greiner Company, by the Commission's engineering staff, General Counsel and by him. He said excellent bids on the contract had been received and he recommended that the contract be awarded.

A resolution awarding contract CIP 56-92-02 was moved for adoption by Mr. Pinzone, seconded by Mr. Fedeli as follows:

RESOLUTION NO. 18-1992

"WHEREAS, the Commission has duly advertised according to law for bids upon a contract for the addition and renovation of the Amherst Maintenance Building, Milepost 141.0, in Lorain, Ohio;

"WHEREAS, eight bids for the performance of said contract were received;

"WHEREAS, said bids have been reviewed and analyzed by the Commission's deputy executive director-chief engineer and the Commission's consulting engineer, and they have submitted reports concerning such analyses and those reports are before the Commission and the Commission's executive director has made his recommendation to the Commission predicated upon such analyses;

"WHEREAS, the Commission's minority business enterprise coordinator has reviewed the documents submitted by the bidders and has determined that there is satisfactory evidence of compliance with the Commission's Minority Business Enterprise Program;

"WHEREAS, all bids for said contract were solicited on the basis of the same terms and conditions and the same specifications, and the bid of The T. J. Hume Company of Lorain, Ohio, in the amount of \$1,855,690.00, for the performance of Contract CIP 55-92-02 has been determined by the Commission to be the lowest responsive and responsible bid received;

"WHEREAS, the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.07 (B), Section 9.312 and Section 153.54, all of the Revised Code of Ohio, and that a performance bond with good and sufficient surety has been submitted by The T. J. Hume Company;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of The T. J. Hume Company of Lorain, Ohio, in the amount of \$1,855,690.00, for the performance of Contract CIP 56-92-02, is, and is by the Commission, determined to be the lowest responsive and responsible bid received for the performance of said contract, and is accepted, and that the chairman and executive director, or either 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; (2) to direct the return to the other bidders of their bid security, when appropriate, and (3) 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: Mr. Pinzone, Mr. Fedeli, Mr. Wray, Mr. Brennan

Nays: None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 18-1992.

The Chairman said he wanted to interrupt the Executive Director for a moment. He said he neglected to ask for the report of the Director of Transportation.

The Director of Transportation said he did not have a report.

The Executive Director said the next resolution was a resolution awarding contract CIP 46-92-01. He said that at that time he was asking that the resolution be modified from that which was in the Members' folders to grant the Executive Director the authority to act on the contract before the next Commission meeting because the staff was not yet satisfied with the bids on the contract. He said he asked the authority to award the contract to the lowest responsive and responsible bidder, or reject the bid, readvertise the contract and bring it back to the Commission at a later date.

The Executive Director said further that the contract was for placing lane marking materials on the Turnpike's mainline. He said the materials marked the edgelines and centerlines. He said there were some timing problems involved in the project and that was why he was asking authority from the Commission to award the contract or reject it and readvertise.

The Chairman said that the project, as Mr. Johnson mentioned, had to be begun within a short amount of time. He said that since the Commission would not meet for at least four weeks, maybe five weeks, Mr. Johnson was requesting the authority to award a contract or reject the bids and readvertise, possibly on a date which would be before the next Commission meeting.

Mr. Wray asked why the Commission would not award the contract to the lowest of the two bids on the contract.

The Executive Director said there was a problem with the low bid and it was being analyzed. He said that if the problem could be overcome before the next Commission meeting then the contract would be awarded or rejected and readvertised.

Mr. Wray said that, in other words, the Commission was going to leave the decision on the contract up to the Executive Director.

The Chairman said that would be the case if a motion was made and the resolution adopted.

The Executive Director said it was not unusual that he be granted authority to make such an award. He said he had been granted that authority many times in the past, without any consequences.

The Chairman said the authority to award or reject the contract would carry with it the stipulation that the lowest bid amount, roughly \$520,000, be adhered to. He said it was his understanding that the only alternative to giving the Executive Director the authority to act on the contract was to convene a special meeting, or hold up on a contract decision until the next Commission meeting.



Mr. Wray asked if there was something wrong with the arithmetic or the bids of one of the two bidders.

The Executive Director said there was a legal matter.

General Counsel, Mr. McGrath, said there was a legal question on the bids which the staff had not faced in the past. He said he had not had sufficient time to really research it so that the proper decision could be made.

Mr. Wray said that, potentially, the Commission was going to throw out the low bid and give it to the high bid. He said he would like to know what the problem was.

Mr. McGrath said the contract required Minority Business Enterprise involvement on this project, as on all Commission projects. He said that in this particular contract the low bidder by some \$1,400 had no MBE participation and had asked for a waiver. He said the reason that they didn't have MBE participation was because the nature of the work makes subcontracting difficult. He said it was a job where the low bidder was going to use its own employees to apply a unique polyester material to line the Turnpike mainline. He said the second issue was whether or not the low bidder could meet the MBE requirements by finding materials outside of the current source of supply. He said the low bidder informed the staff that it was not possible to find an MBE supplier of the needed materials in that particular situation.

Mr. McGrath said the second bidder happened to be an MBE. He said the question was whether or not a waiver could be granted to the low bidder under those circumstances. He said waivers had been granted in the past in similar situations when there was no possible way of subcontracting and the supplying situation could not be altered to have compliance with MBE requirements. He said he was not sure at that time what would be the safest procedure for the Commission. He said the Commission had two bidders on the contract where there was minimal difference in the dollar amounts.

Mr. Plain said the Commission's maintenance employees were doing the traffic control for the project.

Mr. McGrath said the Commission's contract provided that maintenance employees, in connection with the Ohio State Highway Patrol, handle the traffic control. He said that perhaps traffic control could be handled by a private company outside the Commission, and, thus, the lowest bidder would subcontract with an MBE for such work.

A motion to authorize the Executive Director to act on Contract CIP 46-92-01 was moved for adoption by Mr. Pinzone, seconded by Mr. Wray as follows:

RESOLUTION NO. 19-1992

"WHEREAS, the Commission has advertised for bids for a contract for furnishing labor and materials for applying retro-reflective polyester pavement markings at specified areas on the Ohio Turnpike, said contract being designated CIP 46-92-01;

"WHEREAS, two bids were received pursuant to the invitation and such bids are in the process of being reviewed and analyzed by the Commission's engineering and legal departments, but such review and analyses have not been completed as of this date;

"WHEREAS, it is anticipated that the review and analyses of the bids will be completed within the near future and that it may be necessary to award this contract prior to the next meeting of the Commission;

"WHEREAS, the Commission desires to delegate to the executive director authority to take action on behalf of the Commission concerning Contract CIP 46-92-01, if such action is deemed necessary prior to the next Commission meeting;

"NOW, THEREFORE, BE IT

"RESOLVED that with respect to the action to be taken on Contract CIP 46-92-01, if, in the opinion of the executive director, the deputy executive director-chief engineer and the general counsel it is in the best interest of the Commission to take action on said contract by the executive director in advance of any meeting of the Commission, the executive director is hereby authorized to take action, including but not limited to, the award of and entering into a contract on behalf of the Commission, notwithstanding any limitation imposed upon the authority of the executive director under any resolution heretofore adopted, provided that any award made and contract entered into pursuant to authority granted herein shall be approved by general counsel; and

"FURTHER RESOLVED that the executive director shall inform the Commission of the actions taken hereunder."

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

Ayes:	Mr. Pinzone, Mr. Wray, Mr. Fedeli, Mr. Brennan
Nays:	None

The Chairman declared the motion stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 19-1992.

The Executive Director said the final item in his report had been the object of the Commission's concern for nine years. He said it was the tripartite agreement among the Commission, the State of Ohio and the Federal Government through the Federal Highway Administration. He said he was pleased to say that after all those long nine years an agreement had been reached among the three parties involved to modify the 1964 agreement. He said the modified agreement was permitted under the Intermodal Surface Transportation Efficiency Act of 1991.

The Executive Director said further that the 1964 tripartite agreement required the Turnpike to become a free road upon the liquidation of bonds that were outstanding as of the time that the agreement was entered into. He said the Commission was going to pay off the last bonds on June 1, 1992, so the Commission was going down to the wire with signing the modified agreement.

The Executive Director said further that all those parties had reached an agreement on the language. He said he had before him three copies of the agreement which the Commission and the State of Ohio were prepared to execute. He said the copies would be forwarded to the Federal Highway Administration for their execution.

The Executive Director said further that there was a resolution in the Members' folders authorizing execution of the modified agreement. He said he would read the resolved of the resolution as follows:

"NOW, THEREFORE BE IT

"RESOLVED that the Commission hereby approved the Modified Agreement which is before it and directs and authorizes the chairman and/or the executive director to execute said Modified Agreement on behalf of the Commission on the terms and conditions substantially as set forth in the agreement before the Commission and to take such other action that is necessary to carry out the terms and provisions of the (Modified) Agreement."

The Executive Director said he recommended that the resolution be adopted.

The Chairman asked Mr. Wray if he was comfortable with the resolution.

Mr. Wray said that he was and wanted to apologize for ODOT being part of the delay, not part of the nine-year delay, but of the delay the last few weeks or months. He said that after the passage of the Intermodal Surface Transportation Efficiency Act of 1991, ODOT had been talking to the FHWA regarding the modified agreement and he was satisfied with the information that had been received.

A resolution authorizing execution of the modified tripartite agreement was moved for adoption by Mr. Wray, seconded by Mr. Fedeli as follows:

RESOLUTION NO. 20-1992

"WHEREAS, Commission Resolution No. 5-1964 authorized the executive director to enter into an agreement with the State of Ohio and the Department of Commerce of the United States under the provisions of Section 129 of the Federal Highway Act of 1956, which agreement is commonly known as the "Tripartite Agreement";

"WHEREAS, Resolution No. 17-1983 authorized and directed the executive director to take action to annul, amend or alter the terms of the Tripartite Agreement;

"WHEREAS, Resolution No. 13-1991 authorized and directed the executive director to request on behalf of the Commission that the Tripartite Agreement be modified as provided in Section 129 of Title 23, United States Code, as amended, by the Intermodal Surface Transportation Efficiency Act of 1991;

"WHEREAS, pursuant to Resolutions No. 17-1983 and 13-1991 the executive director has proceeded as directed and a Modified Tripartite Agreement has been prepared after discussions with the Federal Highway Administrator and the Director of the Ohio Department of Transportation, and said agreement is now before the Commission for its review and consideration;

"WHEREAS, the Federal Highway Administrator and the Director of the Ohio Department of Transportation have approved the Modified Tripartite Agreement in the form which is before the Commission;

"WHEREAS, the proposed Modified Agreement has been approved by the executive director and general counsel and relieves the Commission from the obligations of the 1964 agreement, including but not limited to, the provision that the Ohio Turnpike would become toll-free on the liquidation of the bonds of the Commission outstanding at the time of the execution of the original agreement;

"NOW, THEREFORE BE IT

"RESOLVED that the Commission hereby approves the Modified Agreement which is before it and directs and authorizes the chairman and/or the executive director to execute said Modified Agreement on behalf of the Commission on the terms and conditions substantially as set forth in the agreement before the Commission and to take such other action that is necessary to carry out the terms and provisions of the Modified Agreement."

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

Ayes: Mr. Wray, Mr. Fedeli, Mr. Pinzone, Mr. Brennan

Nays: None

The Chairman declared the resolution adopted with all Members present voting in the affirmative. The resolution was identified as No. 20-1992.

The Chairman said the report of the Executive Director was accepted as offered. He said the report of General Counsel would be received.

General Counsel, Mr. McGrath, said he wanted to report on the Marshall Martin case. He said it was a class action litigation before the Sixth Circuit Court of Appeals in Cincinnati. He said his office had received a call the morning of the meeting from Mr. Ron James, the Commission's counsel on the case, stating that the argument before the Sixth Circuit Court of Appeals had gone well.

Mr. McGrath said further that Marshall Martin and other fellow workers claimed that the Commission owed them wages for what he called "standby" time or "on call" time. He said the Commission's policy was that an employee could be called back in for overtime. He said Mr. Martin and some other Commission employees had taken the position that while they are on the "on call" time they were entitled to be paid. He said the Commission felt that their position was incorrect and the Federal District Court had agreed with the Commission. He said the ruling was important not only for the precedent involved, but, probably more importantly, for the dollars involved.

Mr. Wray asked if new employees of the Commission are told of the obligation to work overtime during periods of ice and snow removal.

Mr. Plain said that obligation was explained to new maintenance employees.

Mr. Wray asked if an employee could lose their job for not being available to work during an ice and snow removal situation.

Mr. Plain said there was progressive discipline involved.

Mr. Millstone said there was progressive discipline that had been negotiated with the union. He said overtime was mandatory during ice and snow removal season.

Mr. Wray asked if Mr. Martin and the others involved wanted to be paid for the time they were on call.

Mr. McGrath said that if it, the situation, was taken to its logical conclusion, Mr. Martin and the other employees wanted to be paid for 24 hours a day. He said the Commission had supplied beepers to maintenance employees so that they could be available for recall and still have as much freedom as possible.

Mr. Millstone said he might add that there never had been a Commission employee terminated as a result of discipline for failure to be available for overtime.

The Chairman said the report of General Counsel was accepted as offered. He said the report of the consulting engineers would be received.

Mr. Fleischman said that, as the Executive Director said at the Commission meeting in April, the consulting engineers were presently performing their annual inspection of the Turnpike's facilities. He said inspections had been concluded on roadways and culverts, and on approximately one-half of over 600 bridges. He said that in June the buildings along the Turnpike would be inspected.

The Chairman asked if the buildings were inspected on an annual basis.

Mr. Fleischman said they were inspected annually.

The Chairman asked Mr. Plain to report on the progress of construction on the Turnpike.

Mr. Plain said he would first report on the three mainline resurfacing projects. He said the R-1 project, milepost 62.5 through 71.0, was on schedule. He said the first zone had been completely paved and all the work would be done before July 1. He said the R-2 project, milepost 101.4 to 111.7, was about two weeks behind schedule due to bad weather and certain other delays. He said the contractor expected to pick up the time he had fallen behind in the schedule by going into a 24-hour-a-day paving operation. He said he expected the project to be completed before the end of June.

Mr. Plain said further that the R-3 project, milepost 132.0 to 144.0, was on schedule. He said the project would be suspended at the end of June and resumed after the Labor Day holiday period.

Mr. Plain said further that the work on constructing a new Westgate toll plaza in conjunction with the new Turnpike interchange with State Route 49 was on schedule, as was the construction of the new Turnpike interchange in Lordstown. He said the contractor for 14A and 14B was clearing the borrow sites and also the ramp locations. He said the contractor intended to have the bridges and all the steel work down by the fall. He

said there would be future reports as work progressed on all the projects mentioned.

Senator Gaeth said Mr. Plain's report was very good, especially regarding the new Turnpike/State Route 49 project in his district.

The Chairman said the report of the Deputy Executive Director-Chief Engineer was accepted as offered. He ascertained there would be no reports from the Trustee and the Director of Information and Research.

The Chairman asked if there was any new business.

Mr. Wray said he had met the morning of the meeting in Columbus with Frances Buchholzer, the Director of the Ohio Department of Natural Resources. He said she asked him to deliver to the Executive Director a letter relative to tree planting. He said the state was embarking on an aggressive tree planting program on limited access highways. He said the letter invited the Commission to participate in the program, which was just in the planning stage.

The Chairman said the Commission would be very happy to cooperate with Director Buchholzer on the tree planting program.

The Executive Director said he would be happy to follow through on the invitation to participate. He said the Commission had an established landscaping program, and he thought there were many opportunities to coincide the program with the new tree plantings.

Mr. Pinzone said he would like to remark about the tree planting program by asking why prisoners might be used to do the work when there were many people in the inner cities who were taken off general assistance and had no money. He said they could be doing that work, instead of prisoners. He said the state should try to keep people from going to prison instead of waiting until after they are prisoners to offer them employment.

The Chairman said Director Buchholzer stated in her letter that the state may be able to use prison labor or volunteers. He said he thought it would be a good idea to bring Mr. Pinzone's suggestion to her attention.

The Executive Director said he would discuss Mr. Pinzone's suggestion with Director Buchholzer.

The Chairman said the next Commission meeting would be held on June 15. He said that it might be a good idea to consider the possibility of having that meeting in the Lordstown area, where the Members might see what work was being done on 14A and 14B. He said a meeting in that area would also let nearby residents know the Commission was interested in them.

The Executive Director said the GM Lordstown assembly plant had the facilities to accommodate a Commission meeting and he was sure they would be delighted to host such a meeting. He said he would call them and make the arrangements.

The Chairman said he thought it was a good idea to let the people up and down the Turnpike know that the Commission was interested in them. He said the Commission might someday want to have a meeting at the western end of the Turnpike in Senator Gaeth's district.

Senator Gaeth said that when the new interchange with State Route 49 was opened the Commission could have a meeting in Defiance or Montpelier, right in the area of the new interchange, and he would probably host it.

There being no further business to come before the Commission, a motion was made by Mr. Fedeli, seconded by Mr. Pinzone, that the meeting adjourn until the next meeting on June 15.

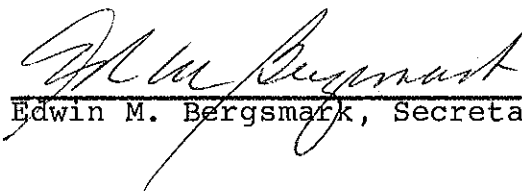
A vote by ayes and nays was taken and all Members present responded to roll call. The vote was as follows:

Ayes: . Mr. Fedeli, Mr. Pinzone, Mr. Wray, Mr. Brennan

Nays: None

The Chairman declared the meeting adjourned. Time of adjournment was 12:11 p.m.

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

  
Edwin M. Bergsmark, Secretary-Treasurer