

MINUTES OF THE 436th MEETING OF THE OHIO TURNPIKE COMMISSION

February 9, 1998

Pursuant to the bylaws, the Ohio Turnpike Commission met in regular session in the Administration Building at 682 Prospect Street, Berea, Ohio at 10:07 a.m. on February 9, 1998, with members of the staff: G. Alan Plain, Executive Director; Gino Zomparelli, General Counsel and Deputy Executive Director-External Services; Robert Arlow, Deputy Executive Director-Operations; Anthony DiPietro, Deputy Executive Director-Administration; David Wright, CFO/Comptroller; David H. Ransbury, Chief Engineer; Robert P. Barnett, Director of Information and Research, and others in attendance.

Present: Umberto P. Fedeli, Ruth Ann Leever, Earl W. Williams, Gary Joseph, Senator M. Ben Gaeth

Absent: Marilyn Baker, Representative Sally Perz and Jerry Wray

The Chairman said the minutes of the last Commission meeting of December 15, 1997, had been distributed to the Members for their comments and he would accept a motion to adopt them without reading.

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

Ayes: Mrs. Leever, Mr. Williams, Mr. Joseph, Mr. Fedeli

Nays: None

The Chairman declared the minutes stood adopted with all Members present voting in the affirmative.

The Chairman said the meeting was the 436th meeting of the Commission. He said it was being held at the Commission's headquarters as provided for in the Commission's Code of Bylaws. He said Marilyn Baker and Representative Sally Perz were unable to attend the day's meeting. He said Gary Joseph was authorized to represent and vote for Mr. Wray.

The Chairman said there were a number of guests at the meeting and he would ask them to identify themselves as follows: Tom Travis and Fred McFall, Host Marriott; Norm Kropko, Associated Press; David Patch, The (Toledo) Blade; Gordon Reis, Seasongood & Mayer Kym Arnone, Bear Stearns; Ken Becker, Solomon Smith Barney; Marc Chappo and Dennis Lamont, Lake Shore Railway; Frank Monago, URS Greiner; Ken Marley, Hardee's Food Systems; Larry McQuillin, ARCI; Erin Raney, ODOT; Pat Norris, Star Bank; Kim Majerus, Harris Corp; Ryan Connors, Connors & Co.; Pat Patton, Government Liaison Officer; Joe Mosbrook, The (Elyria) Chronicle Telegram; Freda Davis, Ohio Auto Club; Paul Sciria, Sciria & Associates; John Connor, Huntington Capital; Charlie Visconsi and Bob Brown, Key Capital Markets; Bob Davis, Aydin Microwave; Vince Chiarucci, business consultant; Pat Riley, Peck, Shaffer & Williams (bond counsel); Eric Erickson, the Ohio Company (financial advisor); Staff Lt. Ron Kreuter and Staff Lt. Tom Derr, Ohio State Highway Patrol; Mike McIntyre, The (Cleveland) Plain Dealer; Frank Lamb, Huntington Bank; Deb Janik, Key Bank; Susan Harper, League of Women Voters; Carol Gibson, Cuyahoga County League of Women Voters; Alan Lininger, Sun Oil Company; Stu Shear, Ohio Rehabilitation Services Commission; Mike Gerlica, Channels 19 and 43; Matt Strczynski, National City Investments; Stanford Shields, Morgan, Stanley & Company; Susan

Morgan, Ad Building receptionist, and Galena Shudan, Ad Building cleaning person; Barbara Lesko, Executive Director's secretary, and Diane Pring, General Counsel's secretary.

The Chairman said that before going on with the meeting he would like to introduce two people he just asked to come in. He said he didn't want to embarrass them, but he wanted to first introduce Sue Morgan, the receptionist at the Administration Building. He said that on the way into the building she gave him his type of flowers, a chocolate rose from Dove Chocolates. He said the only thing better than that would be a Dove rose with ice cream inside.

The Chairman said further that Sue did a wonderful job at the Administration Building. He said she was one of the best receptionists. He said she came to that job from the radio room. He said he wanted to acknowledge her and, in fact, he wanted to take a picture with her. He said they were real people.

The Chairman said further that he also wanted to introduce Galena Shudan. He said Galena was originally from the Ukraine and she was actually a nurse. He said she helped clean the building and she did a wonderful job. He said he was going over next to them, hug them and take a picture.

The Chairman said the two ladies didn't have to stay for the whole meeting if they didn't want to. He said it got kind of boring. He asked Mr. Barnett if the picture could appear in the employee publication, Turnpike Notes.

Mr. Barnett said it would.

The Chairman said various reports would then be received and the Commission would act on a number of resolutions, draft copies of which had been previously sent to the Members and updated drafts were also in the Member's folders. He said the resolutions would be explained during the appropriate reports.

The Chairman said that, if there were no questions, Mr. Plain would give the report of the Secretary-Treasurer.

Mr. Plain said that the following listed items had been sent to the Members since the last regularly scheduled meeting of the Commission on December 15, 1997:

1. Weekly Traffic Statistics
2. Traffic Accident Summary for November, December and year 1997
3. Traffic and Revenue Report for December and year 1997
4. Financial Statement for December 1997
5. Draft of Commission Meeting Minutes of December 15, 1997
6. Investment Transactions for December 1997
7. Budget and Expense Report for the first twelve months of 1997
8. Litigation Report for period ending September 30, 1997
9. Consulting Engineer Annual Report 1997
10. Turnpike Notes, December 1997 and January 1998
11. Various News Releases

The Chairman said the report of the Secretary-Treasurer was accepted as offered. He ascertained there would be no reports on Budget and Finance or Service Plazas. He said the report on Employee Relations would be received.

Mr. DiPietro said that since the last Commission meeting they had several meetings relative to the part-time Toll Collectors agreement. He said there were a number of unfair labor

practice issues resolved with the Union. He said they had not reached an agreement with them, but they stood ready to bargain at any time they were ready to come forward.

Mr. DiPietro said that with respect to training issues they had fine-tuned the Commission's service training program. He said they met with some of the supervisors that they were going to utilize in the customer-training program and they would probably be on the road with that program in the very near future.

The Chairman said the report on Employee Relations was accepted as offered. He ascertained there would be no report from the Trustee. He said the report of Lieutenant Derr would be received.

Lieutenant Derr said he wanted to introduce Lieutenant Ronald Kreuter, who was recently promoted to Staff Lieutenant from the Akron post. He said Lieutenant Kreuter brought 20 years of experience to the Ohio State Highway Patrol's District 10 headquarters at the Administration Building.

Lieutenant Derr said further that Lieutenant Kreuter was quite an asset and they were glad to have him on board. He said Lieutenant Tim Escola had left District 10 to go down to District 3 and work there.

Lieutenant Derr said also that he would like to commend the Commission for their engineering, their ingenuity, the adding of the center concrete wall and also the rumble strips on the edge of the road. He said they felt that was significant in helping to reduce the number of fatalities on the Turnpike last year.

The Chairman said the Patrol helped out with that safety record as well. He said the Commission appreciated everything the Patrol did.

The Chairman said the report of Lieutenant Derr was accepted as offered. He ascertained there would be no report from the Consulting Engineers. He said the report of General Counsel would be received.

Mr. Zomparelli said he had a couple of resolutions to introduce, but he would hold off on that. He said what the Commission needed to discuss at that time was the State Route 58 interchange with the Turnpike. He said there were two gentlemen in attendance at the meeting from the Lake Shore Railway Association, Marc Chappo and Dennis Lamont.

Mr. Zomparelli said further that the staff received a fax the previous Friday from the Ohio Rail Development Corporation. He said the Executive Director had that letter, but they were waiting for a commitment from Lorain County. He said the letter that was faxed on Friday had a condition in the loan to be given by the Ohio Rail Development Corporation to the Lake Shore Railway Association stating that the loan should be guaranteed by cognitive guarantee to be executed by Lorain County.

Mr. Zomparelli said further that what needed to be determined by the Ohio Turnpike Commission at that point was what direction Lorain County or the Lorain County Commissioners were going. He said that until they had some formal action and a resolution was adopted by the Lorain County Commissioners, they should probably table discussion on the State Route 58 interchange until the next Ohio Turnpike Commission meeting. He said he knew the Executive Director would try to contact someone in Lorain County.

Mr. Plain said they thought the Ohio Rail Authority had done what they said they would do in setting the loan out, but one of the things, as Mr. Zomparelli mentioned, is that they had to have some action by Lorain County. He said that without that action the staff didn't feel they should be making a recommendation to the Commission for a determination on the interchange.

Mr. Plain said further that it was a Lorain County project and the Lorain County Commissioners were going to have to determine if they were going to underwrite it. He said that the Lorain County Commissioners had to give the staff the necessary adopted resolution. He said that without the resolution the staff didn't feel that the Commission could go forward on the modified interchange. He said they were waiting for the Lorain County Commissioners to get on board and provide the necessary documentation.

The Chairman asked if the staff had any conversations with the officials from Lorain County. He asked if they knew what their intentions were.

Mr. Plain said they indicated that they were in favor of the project and the staff had asked a couple of months ago for an oral resolution stating their commitment to the project. He said they had yet to take action on such a resolution other than to say they were in favor of it. He said the staff needed something more substantial that complied legally that they were willing to underwrite the loan to Lake Shore Railway.

The Chairman asked Mr. Chappo if the Lorain County Commissioners had given Lake Shore that commitment.

Mr. Chappo said two Lorain County Commissioners wrote support letters to the Rail Development Commission for their January 8 meeting and that resulted in the loan contract commitment letter that Mr. Zomparelli mentioned earlier in the meeting. He said that, as a result of the loan approval, Lake Shore was in the process of getting an appraisal done on the real estate they owned. He said that appraisal had to be completed before the Lorain County Commissioners could adopt a formal resolution.

The Chairman asked if Mr. Chappo expected the Commissioners to adopt the formal resolution.

Mr. Chappo said he did and that would be done between February 20 through the 27th.

The Chairman said that the Commission had been very committed to building that interchange and they continued to be committed. He said they just wanted to get it done and move on. He said they were getting a little frustrated, obviously.

Mr. Zomparelli said the ball was in Lorain County's court. He said the fax just came on Friday so he didn't know if the Lorain County Commissioners had received a copy of it yet.

Mr. Chappo said they had.

The Chairman said he would ask General Counsel or the Executive Director if they would contact the Lorain County Commissioners within the next day or two to determine the status of the situation.

Mr. Plain said the staff would need some information on the appraisal of that property and everything that was necessary before recommending that the Commission approve building the modified interchange.

The Chairman said he read a nice article in one of the papers in the area saying that things were positive and the new interchange would change Lorain County for a long time. He said the article also said the developments were starting to take place with the anticipation of the interchange. He said the Commission would like to help out in those developments.

Mr. Zomparelli said that the staff would advise the Commission at the next meeting in March on the status of the project at that time.

Mr. Zomparelli said also that the only other thing he wanted to mention at that time, until he reserved time later on in the meeting, was not to skirt over the issue of safety. He said he did take a preliminary look at some of the fatalities. He said there were 10 fatalities in 1997. He said the lowest fatality number of 6 occurred when the entire Turnpike opened in 1955.

Mr. Zomparelli said further that there was no comparison to the amount of traffic in 1955 versus what took place in 1997. He said it was a very important accomplishment considering that the third lane construction and bridge projects were underway. He said it was a pretty active year for the Commission.

Mr. Plain said he was very proud of the safety record and the work that the Ohio State Highway Patrol and the staff had done. He said the snap alerts, the new center concrete barrier in the third lane zones and the widened pavements had helped immeasurably. He said that in the third lane zones trucks were restricted to the right two lanes, which gave passenger cars the ability to pass them without weaving in and out of traffic.

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

Mr. Arlow said the mild weather permitted the continuation of some of the construction projects. He said there were presently four bridge projects underway, two of which will be completed in 1998 and two will carry over and be completed in 1999. He said those were the major bridges over the Sandusky and Maumee rivers. He said there also were three, third lane projects in progress for about 22 miles. He said that at the end of this year there would be 50% of the 160 mile total of third lanes completed.

Mr. Arlow said further that there was one new interchange, Archbold-Fayette in Fulton County, under construction. He said the interchange was progressing well and would be completed by the end of this year. He said there also would be tie-in of Mahoning County Road 18 with the Niles-Youngstown Interchange and it would be done at the conclusion of the year.

The Chairman said he talked with the Governor last week and he asked if the Commission would have the Members and some of the staff pick a date and schedule with his office to visit all the interchanges that had been built in the last 6 to 7 years. He said the Governor asked that some of the economic developments that had occurred around those areas be pointed out.

The Chairman said further that literally tens of thousands of jobs had been created or preserved and literally billions of dollars were pumped into Ohio's economy because of those interchanges. He said the Turnpike had helped out in those efforts. He said that was something he was very proud of and the Commission would schedule the Governor's visit. He said he would attend that.

The Chairman said the report of the Deputy Executive Director-Operations was accepted as offered. He said the report of the Executive Director would be received.

Mr. Plain said he would introduce the resolutions. He said the first resolution dealt with the contract for bids for the engineering, furnishing and installation of 6 GHz digital microwave equipment at various locations. He said there were three bidders that responded to the contract. He said the review of the bids submitted for the contract found that they all were non-compliant on the specifications and, therefore, he was proposing a resolution rejecting the bids for Contract 38-97-07. He said the specifications would have to be redone and new bids solicited.

The Chairman asked what Mr. Plain meant about the bids being non-compliant. He asked what they did or did not do wrong.

Mr. Plain said it was a combination of technically everything. He said the staff thought that some of the specifications were not adequate enough. He said that in reviewing everything the staff wanted to reject the bids and set up the specifications in a different form.

Mr. Plain said there would be a pre-bid meeting with all the bidders to go over and make sure if they had any questions the staff could answer ahead of time. He said that had not been done. He said he thought such a meeting would aid in getting some good competition and good bids would be received the next time they were solicited.

Mr. Plain said he would read the RESOLVED of the resolution as follows:

"RESOLVED that the above-mentioned bids hereto received pursuant to the advertisement for bids upon Contract No. 38-97-07 for the engineering, furnishing and installation of 6 GHz digital microwave equipment at the above-mentioned locations be and the same hereby are rejected, and the executive director is authorized to notify the bidders in writing of said action, and to return to the bidders the bid security furnished by it; and

"FURTHER RESOLVED that the executive director and general counsel hereby are authorized and directed to take any and all action necessary to re-advertise for bids for contracts for the engineering, furnishing and installation of 6 GHz digital microwave equipment at the above-mentioned locations forthwith."

A Resolution Rejecting the Bids for Contract No. 38-97-07 was moved for adoption by Mr. Joseph, seconded by Mr. Williams as follows:

RESOLUTION NO. 1-1998

"WHEREAS, the Commission has duly advertised according to law for bids upon Contract No. 38-97-07 for the engineering, furnishing and installation of 6 GHz digital microwave equipment at the following locations:

<u>Location</u>	<u>Designation</u>	<u>Milepost</u>	<u>County</u>
Westgate	TP-1	2.2	Williams
Kunkle Maintenance Bldg.	MB-1	16.0	Williams
Wauseon	TP-3	34.9	Fulton
Swanton Maintenance Bldg.	MB-2	48.3	Fulton
Toledo Airport-Swanton	TP-3A	53.6	Lucas
Stony Ridge-Toledo	TP-5	71.1	Wood
Perrysburg-Toledo	TP-4A	64.9	Wood
Elmore Maintenance Bldg.	MB-3	79.7	Ottawa
Fremont-Port Clinton	TP-6	91.6	Sandusky
Castalia Maintenance Bldg.	MB-4	106.7	Erie
Humm Road		125.2	Erie

Amherst Maintenance Bldg.	MB-5	141.0	Lorain
Lorain-Elyria	TP-8	145.5	Lorain
North Olmsted	TP-9	152.2	Lorain
Berea Administration Bldg.		159.5	Cuyahoga
Towpath Service Plaza	SP-6	170.1	Cuyahoga
Boston Maintenance Bldg.	MB-6	173.9	Summit
Shalersville		195.2	Portage
Hiram Maintenance Bldg.	MB-7	198.6	Portage
Canfield Maintenance Bldg.	MB-8	228.1	Mahoning

"WHEREAS, the Commission has received bids from three bidders in response to the subject invitation;

"WHEREAS, said bids have been reviewed and analyzed by the Commission's chief engineer, telecommunications coordinator and independent consultant, and they have reported thereon, and they, and also the Commission's executive director, have made recommendations with respect thereto;

"WHEREAS, the Commission has been advised by its general counsel that it may lawfully reject all bids for the aforesaid invitation;

"NOW, THEREFORE, BE IT

"RESOLVED that the above-mentioned bids hereto received pursuant to the advertisement for bids upon Contract No. 38-97-07 for the engineering, furnishing and installation of 6 GHz digital microwave equipment at the above-mentioned locations be and the same hereby are rejected, and the executive director is authorized to notify the bidders in writing of said action, and to return to the bidders the bid security furnished by it; and

"FURTHER RESOLVED that the executive director and general counsel hereby are authorized and directed to take any and all action necessary to re-advertise for bids for contracts for the engineering, furnishing and installation of 6 GHz digital microwave equipment at the above-mentioned locations forthwith."

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

Ayes: Mr. Joseph, Mr. Williams, Mrs. Leever, Mr. Fedeli

Nays: None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 1-1998.

Mr. Plain said the next resolution related to awarding Contract No. 59-98-01 for mainline repairs, resurfacing and guardrail repairs for the eastbound and westbound roadways from Milepost 27.6 to 38.9 in Fulton County, Ohio.

Mr. Plain said further that there were three bids submitted in response to that invitation to bid. He said the bids ranged from \$6.4 million (using the alternate) to \$6.8 million. He said that the successful bid was below the engineer's estimate for that particular project. He said he would read the RESOLVED as follows:

"RESOLVED that the bid of Miller Brothers Construction, Inc. of Archbold, Ohio, in the amount of \$6,599,634.73, using crushed, air-cooled blast furnace slag in the surface course, for the performance of Contract No. 59-98-01, 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 chairperson 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 the 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; and

"FURTHER RESOLVED that Project No. 59-98-01 is designated a System Project under the Commission's 1994 Master Trust Agreement."

A Resolution Awarding Contract No. 59-98-01 was moved for adoption by Mr. Williams, seconded by Mr. Joseph as follows:

RESOLUTION NO. 2-1998

"WHEREAS, the Commission has duly advertised according to law for bids upon a contract for mainline repairs and resurfacing between Milepost 27.6 to Milepost 38.9, including guardrail improvements, located in Fulton County, Ohio;

"WHEREAS, the Commission has received bids from three bidders and each bidder submitted alternate bids for the performance of said contract;

"WHEREAS, said bids have been reviewed and analyzed by the Commission's chief engineer, and he has submitted a report concerning such analysis and his report is before the Commission and the Commission's executive director has made his recommendation to the Commission predicated upon such analysis;

"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 Miller Brothers Construction, Inc. of Archbold, Ohio, in the amount of \$6,599,634.73, using crushed, air-cooled blast furnace slag in the surface course, for the performance of Contract No. 59-98-01 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, 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 Miller Brothers Construction, Inc.;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of Miller Brothers Construction, Inc. of Archbold, Ohio, in the amount of \$6,599,634.73, using crushed, air-cooled blast furnace slag in the surface course, for the performance of Contract No. 59-98-01, 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 chairperson 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; and

"FURTHER RESOLVED that Project No. 59-98-01 is designated a System Project under the Commission's 1994 Master Trust Agreement."

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

Ayes: Mr. Williams, Mr. Joseph, Mrs. Leever, Mr. Fedeli

Nays None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 2-1998.

Mr. Plain said the next resolution was a Resolution Awarding a Contract for Engineering, Design and Construction Services for Third-Lane Construction for System Design Project 71-97-17. He said he would read the RESOLVED as follows:

"RESOLVED that the Commission hereby selects Adache-Ciuni-Lynn Associates, Inc. as most qualified to perform the services required under a portion of the above-mentioned RFP and authorizes and directs the executive director and the general counsel to execute the Engineering Services Agreement, a copy of which is before the Commission, with Adache-Ciuni-Lynn Associates, Inc., all in accordance with the terms and conditions of the Commission's Request for Proposals and its responses thereto."

Mr. Plain said he wanted to advise the Commission that RFPs were sent out by the staff, responses were reviewed by the Engineering Department and were rated and they recommended that Adache-Ciuni Lynn Associates be awarded that particular contract.

The Chairman said he would abstain on the vote. He abstained from all voting pertaining to the Resolution Awarding a Contract for Engineering, Design and Construction Services for Third-Lane Construction for System Design Project 71-97-17. He also did not participate in any discussion of such resolution.

A Resolution Awarding a Contract for Engineering, Design and Construction Services for Third-Lane Construction for System Design Project 71-97-17 was moved for adoption by Mr. Joseph, seconded by Mrs. Leever as follows:

RESOLUTION NO. 3-1998

"WHEREAS, on September 29, 1997, the Commission issued its Request for Proposals (RFP) for Engineering, Design and certain construction services for Third-Lane Construction for various mainline roadway sections to seventeen consulting engineering firms, which previously expressed an interest in performing such work for the Commission, and who are appropriately prequalified, and on October 15, 1997, responses were received from sixteen firms confirming their interest in serving the Commission;

"WHEREAS, the Commission's chief engineer and URS Greiner, Inc.'s project manager have reviewed the proposals submitted and concluded, on the basis of the proposals, that Adache-Ciuni-Lynn Associates, Inc. was most qualified to perform the services required from Milepost 71.05 to Milepost 76.95, and recommends that the contract be awarded to Adache-Ciuni-Lynn Associates, Inc.;

"WHEREAS, on December 17, 1997, Adache-Ciuni-Lynn Associates, Inc. submitted its basic Cost Proposal for Phase I in the total lump sum of \$562,954.00;

"WHEREAS, the executive director has also reviewed the proposals submitted and concurs in the recommendation of the chief engineer and project manager that the contract be awarded to Adache-Ciuni-Lynn Associates, Inc. on the basis of their superior technical rating and favorable negotiated fee;

"WHEREAS, the Commission has duly considered such recommendations;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission hereby selects **Adache-Ciuni-Lynn Associates, Inc** as most qualified to perform the services required under a portion of the above-mentioned RFP and authorizes and directs the executive director and the general counsel to execute the Engineering Services Agreement, a copy of which is before the Commission, with **Adache-Ciuni-Lynn Associates, Inc.**, all in accordance with the terms and conditions of the Commission's Request for Proposals and its responses thereto."

**ENGINEERING SERVICES AGREEMENT
1998**

**"3rd" Lane Construction
Milepost 71.05 to Milepost 76.95
Wood, Sandusky and Ottawa Counties, Ohio**

System Design Project No. 71-97-17

This is an Agreement entered into for engineering services by and between the **OHIO TURNPIKE COMMISSION**, 682 Prospect Street, Berea, Ohio 44017, hereinafter "Commission", and **ADACHE-CIUNI-LYNN ASSOCIATES, INC.**, 4401 Rockside Road, Suite 301, Cleveland, Ohio 44131-2165, hereinafter "Engineer".

WHEREAS, on September 29, 1997, the Commission issued a Request for Proposals for Engineering, Design and Construction Plan Preparation, Ref: "3rd Lane Construction, Various Mainline Roadway Sections, which Request for Proposals is incorporated herein by reference as Exhibit "A", but due to the size thereof is not attached hereto;

WHEREAS, on October 15, 1997, the Engineer responded to such Request for Proposals, which response is incorporated herein by reference as Exhibit "B", but due to the size thereof is not attached hereto;

WHEREAS, on December 17, 1997, the Engineer submitted a revised price proposal in response to such Request for Proposals, which proposal is incorporated herein by reference as Exhibit "C", but due to the size thereof is not attached hereto;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the Engineer agrees to furnish the engineering services as set forth in Exhibits "A", "B" and "C" in accordance with those exhibits and with the terms and provisions contained herein. In the event of a conflict between the terms of either Exhibits "A", "B" or "C" of this Agreement, the terms of this Agreement shall apply.

The Commission agrees to compensate for such services performed on the basis of a lump sum in an amount of \$562,954.00; a lump sum of \$2,899.00 for

maintenance of traffic (MOT) S.R. 163, if authorized; a lump sum of \$2,899.00 for MOT County Line Road, if authorized; a lump sum of \$5,269.00 for MOT S.R. 420, if authorized; a lump sum of \$9,301.00 for Retaining Wall No. 1, if authorized; a lump sum of \$7,730.00 for Retaining Wall No. 2, if authorized; an amount of \$1,847.00 for Additional Culvert Detail Sheets (per sheet, if authorized); and an amount of \$2,460.00 for Additional Miscellaneous Culvert Detail Sheets (per sheet, if authorized), as provided in Exhibit "C".

Unless otherwise instructed in writing, any inspection, test or sampling to be performed by the Engineer, shall be in accordance with the specifications for the inspection or test as most recently published by the American Society for Testing Materials (ASTM), or the American Association of State Highway and Transportation Officials (AASHTO), or the current edition of the State of Ohio Department of Transportation manual entitled, Construction and Material Specifications, whichever is applicable, unless other standards and requirements are applicable, in which case the current publications containing such standards or specifications shall be followed.

Compensation for any engineering and inspection services not specifically provided for shall be determined by prior agreement between the Executive Director or the Chief Engineer of the Commission and the Engineer; otherwise the Commission agrees to compensate the Engineer in accordance with the schedule of rates in Exhibit "C".

The schedule of rates include all overhead costs except as hereinafter modified. No extra charges will be assessed for preparation of invoices, travel time to and from the job site, or for incidental material or equipment, except as hereinafter provided. The Commission agrees to pay the reasonable costs of telephone, telegraph, printing, postage and other similar incidental expenses incurred by the Engineer in connection with any work pursuant to this Agreement when such expenses are fully documented. In the event that specialized material or equipment is required, they shall be provided by the Engineer at the expense of the Commission provided that the Chief Engineer has given prior approval to such

expenditure. Overtime for any time over eight hours in one day must have prior approval of the Executive Director or the Chief Engineer of the Commission. During performance of said engineering services, overnight lodging will be provided for Engineer's employees only when the distance from the employee's home to the nearest portion of the job site exceeds 60 miles. In the event said overnight lodging has been approved by the Executive Director or the Chief Engineer, the Commission agrees to pay the cost of meals and lodging in amounts not in excess of the following:

\$5 for breakfast; \$7 for lunch; \$13 for dinner; and
\$35 for lodging. Reimbursement for meals and
lodging must be supported by receipts submitted
by the Engineer.

The Commission agrees to reimburse the Engineer for the use of Engineer's vehicles or vehicles of Engineer's employees when such vehicles are used, pursuant to this agreement, at the rate of \$0.325 per mile. Mileage to and from the work site shall only be reimbursed for the number of miles traveled which exceed the number of miles normally traveled by the Engineer's employee from home to the Engineer's office.

The Engineer must certify to the Commission's Chief Engineer the number of miles between the Engineer's office and the home of each employee who will work on the project. The Engineer shall also certify the number of miles that each employee will travel from home to the nearest portion of the Turnpike job site. Such certification will be used to calculate approved mileage charges and authorization for overnight lodging. The Engineer and its employees shall have toll-free passage on the Ohio Turnpike in performing work pursuant to this Agreement.

The Engineer agrees that the Commission or any duly authorized agent of the Commission may, at all reasonable times, inspect and examine the books and records of the Engineer for the purpose of checking or verifying the salary costs above set forth. The Engineer agrees to submit invoices supported by receipts no more frequently than once a month.

The Commission may terminate this Agreement at any time with or without cause. If such termination occurs while services are being performed under this

Agreement, the Commission shall be responsible for payment of said services only to the date of termination.

The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by Engineer under this Agreement. Engineer shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by Engineer's negligent act or performance or omission of any of the services to be furnished under this Agreement.

The Engineer shall and does agree to indemnify, protect and hold harmless the Commission, its members, officers, agents, employees and representatives from and against all suits, claims, causes of action, losses, judgments, damages (including incidental and consequential damages), costs and expenses (including attorneys' fees and all other costs of defense) of any nature, kind or description, which arise out of, are caused by or result from any act, error or omission to act of Engineer, its principals, employees, subcontractors and agents in the performance of this Agreement. This agreement of indemnity shall survive expiration or termination of this Agreement.

The Engineer shall carry automobile and public liability insurance in an amount not less than \$1,000,000 for injuries, including those resulting in death, to any one person, and in an amount of not less than \$5,000,000 on account of any one accident. In addition, Engineer shall carry property damage insurance in the amount of \$500,000. Engineer shall also carry professional liability insurance, errors and omissions, in the amount of \$1,000,000, insuring it in connection with services to be performed under this agreement. The Commission shall be named as an additional insured under the automobile and public liability insurance coverage, and certificate(s) of insurance showing such coverage shall be forwarded to the Commission. Such policies shall not contain a provision which eliminates coverage for damages arising out of the negligence of the additional insured. Such certificates shall provide that the Commission shall receive a thirty (30) day written notice of cancellation of the policy.

The Engineer shall furnish to the Commission a current Certificate of Premium Payment from the Industrial Commission of Ohio showing compliance with the Workers' Compensation Act.

OHIO TURNPIKE COMMISSION

APPROVED:

By _____
G. ALAN PLAIN
Executive Director

Commission Counsel

Dated _____

ADACHE-CIUNI-LYNN ASSOCIATES, INC.

By _____

Name _____

Dated _____

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

Ayes: Mr. Joseph, Mrs. Leever, Mr. Williams

Nays: None

Abstain: Mr. Fedeli

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 3-1998.

Mr. Plain said he had one more Resolution Awarding Contract for Engineering Design and Construction Services for Third-Lane Construction for System Design Project 71-97-19. He said the construction zone was from mileposts 151.77 to 155.78. He said that it was recommended by the staff and also was reviewed by URS Greiner, the project engineering consultants. He said he would read the RESOLVED as follows:

"RESOLVED that the Commission hereby selects W. E. Quicksall and Associates, Inc. as most qualified to perform the services required under a portion of the above-mentioned RFP and authorizes and directs the executive director and the general counsel to execute the Engineering Services Agreement, a copy of which is before the Commission, with W. E. Quicksall and Associates, Inc., all in accordance with the terms and conditions of the Commission's Request for Proposals and its responses thereto."

A Resolution Awarding a Contract for Engineering, Design and Construction Services for Third-Lane Construction for System Design Project 71-97-19 was moved for adoption by Mr. Williams, seconded by Mr. Joseph as follows:

RESOLUTION NO. 4-1998

"WHEREAS, on September 29, 1997, the Commission issued its Request for Proposals (RFP) for Engineering, Design and certain construction services for Third-Lane Construction for various mainline roadway sections to seventeen consulting engineering firms, which previously expressed an interest in performing such work for the Commission, and who are appropriately prequalified, and on October 15, 1997, responses were received from sixteen firms confirming their interest in serving the Commission;

"WHEREAS, the Commission's chief engineer and URS Greiner, Inc.'s project manager have reviewed the proposals submitted and concluded, on the basis of the proposals, that W. E. Quicksall and Associates, Inc. was most qualified to perform the services required from Milepost 151.77 to Milepost 155.78 and recommends that the contract be awarded to W. E. Quicksall and Associates, Inc.;

"WHEREAS, on January 19, 1998, W. E. Quicksall and Associates, Inc. submitted its revised Cost Proposal for Phase I in the total lump sum of \$529,985.00;

"WHEREAS, the executive director has also reviewed the proposals submitted and concurs in the recommendation of the chief engineer and project manager that the contract be awarded to W. E. Quicksall and Associates, Inc. on the basis of their superior technical rating and favorable negotiated fee;

"WHEREAS, the Commission has duly considered such recommendations;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission hereby selects **W. E. Quicksall and Associates, Inc.** as most qualified to perform the services required under a portion of the above-mentioned RFP and authorizes and directs the executive director and the general counsel to execute the Engineering Services Agreement, a copy of which is before the Commission, with **W. E. Quicksall and Associates, Inc.** all in accordance with the terms and conditions of the Commission's Request for Proposals and its responses thereto."

**ENGINEERING SERVICES AGREEMENT
1998**

"3rd" Lane Construction
Milepost 151.77 to Milepost 155.78
Lorain and Cuyahoga Counties, Ohio

System Design Project No. 71-97-19

This is an Agreement entered into for engineering services by and between the **OHIO TURNPIKE COMMISSION**, 682 Prospect Street, Berea, Ohio 44017, hereinafter "Commission", and **W. E. QUICKSALL AND ASSOCIATES, INC.**, 554 West High Avenue, New Philadelphia, Ohio 44663, hereinafter "Engineer."

WHEREAS, on September 29, 1997, the Commission issued a Request for Proposals for Engineering, Design and Construction Plan Preparation, Ref: "3rd" Lane Construction, Various Mainline Roadway Sections; which Request for Proposals is incorporated herein by reference as Exhibit "A", but due to the size thereof is not attached hereto;

WHEREAS, on October 15, 1997, the Engineer responded to such Request for Proposals, which response is incorporated herein by reference as Exhibit "B", but due to the size thereof is not attached hereto;

WHEREAS, on January 6, 1998, the Engineer submitted a price proposal in response to such Request for Proposals, which proposal is incorporated herein by reference as Exhibit "C", but due to the size thereof is not attached hereto;

WHEREAS, on January 19, 1998, the Engineer submitted a revised price proposal in response to such Request for Proposals, which proposal is incorporated herein by reference as Exhibit "D", but due to the size thereof is not attached hereto;

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the Engineer agrees to furnish the engineering services as set forth in Exhibits "A", "B", "C" and "D" in accordance with those exhibits and with the terms and provisions contained herein. In the event of a conflict between the terms of either Exhibits "A", "B", "C" or "D" of this Agreement, the terms of this Agreement shall apply.

The Commission agrees to compensate for such services performed on the basis of a lump sum in an amount of \$529,985.00; a lump sum of \$6,680.00 for maintenance of traffic Chestnut Ridge, if authorized; a lump sum of \$14,447.00 for Retaining Wall No. 1, if authorized; a lump sum of \$7,741.00 for Retaining Wall No. 3; if authorized; an amount of \$1,123.00 for Additional Culvert Detail Sheets (per sheet, if authorized); and an amount of \$1,348.00 for Additional Miscellaneous Culvert Detail Sheets (per sheet, if authorized), as provided in Exhibit "D".

Unless otherwise instructed in writing, any inspection, test or sampling to be performed by the Engineer, shall be in accordance with the specifications for the inspection or test as most recently published by the American Society for Testing Materials (ASTM), or the American Association of State Highway and Transportation Officials (AASHTO), or the current edition of the State of Ohio Department of Transportation manual entitled, Construction and Material Specifications, whichever is applicable, unless other standards and requirements are applicable, in which case the current publications containing such standards or specifications shall be followed.

Compensation for any engineering and inspection services not specifically provided for shall be determined by prior agreement between the Executive Director or the Chief Engineer of the Commission and the Engineer; otherwise the Commission agrees to compensate the Engineer in accordance with the schedule of rates in Exhibit "D".

The schedule of rates include all overhead costs except as hereinafter modified. No extra charges will be assessed for preparation of invoices, travel time to and from the job site, or for incidental material or equipment, except as hereinafter provided. The Commission agrees to pay the reasonable costs of telephone, telegraph, printing, postage and other similar incidental expenses incurred by the Engineer in connection with any work pursuant to this Agreement when such expenses are fully documented. In the event that specialized material or equipment is required, they shall be provided by the Engineer at the expense of the

Commission provided that the Chief Engineer has given prior approval to such expenditure. Overtime for any time over eight hours in one day must have prior approval of the Executive Director or the Chief Engineer of the Commission. During performance of said engineering services, overnight lodging will be provided for Engineer's employees only when the distance from the employee's home to the nearest portion of the job site exceeds 60 miles. In the event said overnight lodging has been approved by the Executive Director or the Chief Engineer, the Commission agrees to pay the cost of meals and lodging in amounts not in excess of the following:

\$5 for breakfast; \$7 for lunch; \$13 for dinner; and \$35 for lodging. Reimbursement for meals and lodging must be supported by receipts submitted by the Engineer.

The Commission agrees to reimburse the Engineer for the use of Engineer's vehicles or vehicles of Engineer's employees when such vehicles are used, pursuant to this agreement, at the rate of \$0.325 per mile. Mileage to and from the work site shall only be reimbursed for the number of miles traveled which exceed the number of miles normally traveled by the Engineer's employee from home to the Engineer's office.

The Engineer must certify to the Commission's Chief Engineer the number of miles between the Engineer's office and the home of each employee who will work on the project. The Engineer shall also certify the number of miles that each employee will travel from home to the nearest portion of the Turnpike job site. Such certification will be used to calculate approved mileage charges and authorization for overnight lodging. The Engineer and its employees shall have toll-free passage on the Ohio Turnpike in performing work pursuant to this Agreement.

The Engineer agrees that the Commission or any duly authorized agent of the Commission may, at all reasonable times, inspect and examine the books and records of the Engineer for the purpose of checking or verifying the salary costs above set forth. The Engineer agrees to submit invoices supported by receipts no more frequently than once a month.

The Commission may terminate this Agreement at any time with or without cause. If such termination occurs while services are being performed under this Agreement, the Commission shall be responsible for payment of said services only to the date of termination.

The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by Engineer under this Agreement. Engineer shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by Engineer's negligent act or performance or omission of any of the services to be furnished under this Agreement.

The Engineer shall and does agree to indemnify, protect and hold harmless the Commission, its members, officers, agents, employees and representatives from and against all suits, claims, causes of action, losses, judgments, damages (including incidental and consequential damages), costs and expenses (including attorneys' fees and all other costs of defense) of any nature, kind or description, which arise out of, are caused by or result from any act, error or omission to act of Engineer, its principals, employees, subcontractors and agents in the performance of this Agreement. This agreement of indemnity shall survive expiration or termination of this Agreement.

The Engineer shall carry automobile and public liability insurance in an amount not less than \$1,000,000 for injuries, including those resulting in death, to any one person, and in an amount of not less than \$5,000,000 on account of any one accident. In addition, Engineer shall carry property damage insurance in the amount of \$500,000. Engineer shall also carry professional liability insurance, errors and omissions, in the amount of \$1,000,000, insuring it in connection with services to be performed under this agreement. The Commission shall be named as an additional insured under the automobile and public liability insurance coverage, and certificate(s) of insurance showing such coverage shall be forwarded to the Commission. Such policies shall not contain a provision which eliminates coverage

for damages arising out of the negligence of the additional insured. Such certificates shall provide that the Commission shall receive a thirty (30) day written notice of cancellation of the policy.

The Engineer shall furnish to the Commission a current Certificate of Premium Payment from the Industrial Commission of Ohio showing compliance with the Workers' Compensation Act.

OHIO TURNPIKE COMMISSION

APPROVED:

Commission Counsel

By _____
G. ALAN PLAIN
Executive Director

Dated _____

**W. E. QUICKSALL AND ASSOCIATES,
INC.**

By _____

Name _____

Dated _____

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

Ayes Mr. Williams, Mr. Joseph, Mrs. Leever, Mr. Fedeli

Nays: None

The Chairman declared the resolution adopted with all Members present voting in the affirmative. The resolution was identified as No. 4-1998.

Mr. Plain said Mr. Zomparelli would introduce the next resolution. He said it was a resolution providing for the issuance of the Commission's 1998 RFP for Underwriting Services.

Mr. Zomparelli said Pat Riley was at the meeting from Peck, Shaffer, the Commission's bond counsel, and Eric Erickson, from the Ohio Company, the Commission's financial advisor. He said that as everyone was aware the Commission had an extensive capital improvement program going on at that time.

Mr. Zomparelli said further that the Commission borrowed \$370 million in 1996. He said that, on the advice of the Commission's new CFO/Comptroller, David Wright, and meetings with Mr. Erickson, it was determined that there would be another bond issue sometime in 1998. He said he would like to have Mr. Erickson make a brief statement about some of the things that the staff had been looking at.

Mr. Zomparelli said further that he also was aware that the staff had been looking at not only a bond issue, but possible refunding of the 1994, and maybe part of the 1996 bond issues. He said Mr. Erickson was the expert in that area, so he wanted him to speak on the matter.

Mr. Erickson said that at the last Commission meeting he had suggested to the Commission that in light of the dramatic drop in interest rates, there was a possibility that their prior issues even the 1994 and 1996 issues could be advance refunded. He said the low interest rates also would affect on new money necessary for 1998.

Mr. Erickson said further that he suggested to the Commission that it might behoove them to consider sending out Request for Proposals to select an underwriting team or series of underwriting teams for those respective issues for 1998 and possibly into 1999. He said he had advised General Counsel and the Executive Director on the RFP.

Mr. Erickson said further that the RFP was in pretty good shape and almost ready to send out. He said that, if the Commission considered it at the day's meeting, it could be sent out tomorrow. He said that at the next meeting they would have underwriting team or teams to recommend to the Commission for selection. He asked the Members if they had any questions.

The Chairman said he had seen some of the reports that said the Commission could save upwards to a million dollars by refinancing. He said the interest rates were at the point then where they appeared to be at the bottom. He said some of the things he had read said interest rates might get up a little toward the end of the year again, but no one knows for sure. He said they obviously were all predictions. He said that, if the Commission could save dollars by refinancing and they outweighed the costs, then he thought they had to look at that.

Mr. Plain said he thought it was important to look at it because the future was speculative. He said that right then they knew they could save money if they acted on it. He said that if they

waited then they would be gambling with the Commission's money whether the interest rates were going up or down.

The Chairman said he would move to do that.

Mr. Zomparelli said the draft resolution he had prepared was entitled, "Resolution Providing for the Issuance of the Commission's 1998 RFP for Underwriting Services." He said that was just the next step in the process of getting the authority from the Commission to issue the RFP and then receive responses from investment banking firms interested in providing underwriting services either as a senior manager or co-manager. Mr. Zomparelli said further that the Commission was very successful in 1996 with a negotiated sale. He said he thought the Commission achieved about an average of 5.85% cost of borrowing or somewhere in that neighborhood.

Mr. Erickson said the interest cost was around that percent.

Mr. Zomparelli said further that the Commission had been very aggressive and the market was very favorable at that time, so they wanted to put together an underwriting team.

Mr. Plain said that at the next meeting they would have an underwriting team that the Commission could vote on.

Mr. Zomparelli said the staff also would be making a request in front of the Controlling Board on the manner of sale if they did get the authority at that day's meeting to issue an RFP for the underwriting services. He said the manner of sale was really the difference between a negotiated and competitive sale. He said he would read the RESOLVED of the resolution as follows:

"RESOLVED that the Commission's executive director and general counsel are authorized and directed to prepare and issue Request(s) for Proposals (RFP) to solicit proposals from those companies interested in furnishing underwriting services for potential advance refunding of all or a portion of the 1994 and 1996 Revenue Bonds and the proposed 1998 Revenue Bonds offering and to take such other actions as are necessary to proceed with the proposed 1998 bond issues and advance refunding and to keep the Commission apprised of developments."

Mr. Zomparelli said he recommended adoption of the resolution.

A Resolution Providing for the Issuance of the Commission's 1998 RFP for Underwriting Services was moved for adoption by Mrs. Leever, seconded by Mr. Joseph as follows:

RESOLUTION NO. 5-1998

"WHEREAS, the Commission's financial advisor, the Ohio Company, and the Commission's CFO/comptroller has advised the Commission's executive director that the Commission will need to borrow additional funds to continue the capital improvements to the Ohio Turnpike System;

"WHEREAS, the Commission's Capital Improvement Program includes, but is not limited to, construction of new interchanges, renovation of toll plazas, improvements to the bridges throughout the System, and the addition of a third lane to a portion of the Ohio Turnpike;

"WHEREAS, the Commission's financial advisor advises that the Commission should have one new money transaction in 1998, namely a Revenue Bond Issue, and the Commission should be in a position to advance refund all or a portion of the 1994 and/or 1996 Series A Revenue Bonds if market conditions permit sufficient and appropriate savings;

"WHEREAS, the Commission's financial advisor has recommended that the Commission prepare its Request(s) for Proposals (RFP) to solicit proposals from investment banking firms to serve as either senior managing or co-managing underwriter on one of more potential transactions, and the Commission's executive director, general counsel and CFO/comptroller concur in said recommendation of the Commission's financial advisor, The Ohio Company,

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission's executive director and general counsel are authorized and directed to prepare and issue Request(s) for Proposals (RFP) to solicit proposals from those companies interested in furnishing underwriting services for potential advance refunding of all or a portion of the 1994 and 1996 Revenue Bonds and the proposed 1998 Revenue Bonds offering and to take such other actions as are necessary to proceed with the proposed 1998 bond issues and advance refunding and to keep the Commission apprised of developments."

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

Ayes: Mrs. Leever, Mr. Joseph, Mr. Williams, Mr. Fedeli

Nays: None

The Chairman declared the resolution stood adopted. The resolution was identified as No. 5-1998.

Mr. Zomparelli said he had one other resolution for the Commission. He said it was entitled, "Resolution Declaring the Necessity of Appropriating Property and Directing that Proceedings to Effect Such Appropriation be Begun and Prosecuted."

Mr. Zomparelli said that the resolution was drafted in connection with the interchange being built at C.R. 24 (S.R. 66) and the Ohio Turnpike in the vicinity of Milepost 25.3 in Fulton County, Ohio. He said the Legal Department and the Right of Way Coordinator, Joe Disantis, had attempted to negotiate with the property owners to purchase his real property, but they had been unsuccessful at that time to negotiate a mutual agreement.

Mr. Zomparelli said further that the property was very small, about 0.432 acres, and half of that was the existing C.R. 24, so they had a difference on value. He said the resolution would give the Commission the authority to file petition for appropriation. He said they were still going to continue to negotiate and if it could not be resolved, they would file. He said he would paraphrase the RESOLVED.

Mr. Zomparelli said further that the RESOLVED applied to the owners listed as Lonnie L. Engler and Connie Engler of 9234 State Route 66 of Archbold, Ohio. He said also named were the Fulton County Auditor and Treasurer. He said it also applied to Parcel 2A-19WD and it would

be a fee simple appropriation. He said a legal description was attached to the resolution as Exhibit A. He said he would read the FURTHER RESOLVED as follows:

"FURTHER RESOLVED that the general counsel be, and he hereby is instructed to do or cause to be done all things that may be necessary in the premises in order that proceedings for the appropriation of the property described above may be commenced."

Mr. Zomparelli said he recommended that the resolution be adopted.

A Resolution Declaring the Necessity of Appropriating Property and Directing that Proceedings to Effect Such Appropriation be Begun and Prosecuted was moved for adoption by Mr. Williams, seconded by Mrs. Leever as follows:

RESOLUTION NO. 6-1998

"RESOLVED that the Commission has negotiated for a reasonable time for the purchase of the real estate described herein with the owner, but has been unable to enter into an agreement and has complied with the provisions of section 163.04 of the Revised Code; and said property is necessary for the construction of an interchange with County Road 24 (S. R. 66) and the Ohio Turnpike in the vicinity of Milepost 25.3 in Fulton County, Ohio;

"BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the fee title and necessary easements on the following described property from the owner and persons having an interest therein, to-wit:

<u>Owners</u>	<u>Place of Residence</u>
Lonnie L. Engler	9234 State Route 66 Archbold, OH 43502
Connie Engler	9234 State Route 66 Archbold, OH 43502
John Trudel Auditor, Fulton County	210 S. Fulton Street Wauseon, OH 43567
Dennis Hales Treasurer, Fulton County	210 S. Fulton Street Wauseon, OH 43567

"The aforementioned property to be appropriated is described as follows:

Parcel No. 2A-19WD - Fee Simple

A legal description is attached as Exhibit "A";

"FURTHER RESOLVED that the general counsel be, and he hereby is instructed to do or cause to be done all things that may be necessary in the premises in order that proceedings for the appropriation of the property described above may be commenced."

Parcel No. 2A-19WD

A parcel of land comprising part of the Southwest Quarter (¼) of Section 32, Town 8 North, Range 5 East, Franklin Township, Fulton County, Ohio, being more particularly bounded and described as follows:

Beginning at the Southwest Corner of the said Section 32 (Southeast Corner of Section 31), said point being Station 95+65.39, 5.61 feet left of centerline of construction Township Road 24 (T.R. 24), (said centerline of Township Road 24, Township Road J and State Route 66 being defined as shown in the Plans and Specifications of the Ohio Turnpike Commission project C.I.P. No. 55-95-02); thence North 00°11'17" East, along the West line of the said Section 32, 334.83 feet (to Sta. 99+00.00, 1.50 feet right of centerline of construction T. R. 24); thence North 89° 56'48" East, 50.00 feet (to Sta. 99+00.00, 51.50 feet right of centerline of construction T. R. 24); thence South 00°11' 17" West, 263.16 feet (to Sta. 96+35.00, 48.10 feet right of centerline construction T. R. 24); thence South 43°02'27" East, 58.40 feet (to Sta. 95+ 89.62, 85.97 feet right of centerline of construction T. R. 24); thence South 00°12'46" West, 30.00 feet, more or less, to the South line of the said Section 32, thence North 89°23'04" West, along the said South line of Section 32, 89.99 feet, more or less, to the point of beginning. Containing 18,801.077 square feet or 0.432 acres of land, more or less, including the present right of way of State Route 66, which occupies 11,837.358 square feet or 0.272 acres of land, more or less. Subject to easements, leases and restrictions of record.

The bearings contained herein are based upon an assumed meridian and are to be used for the determination of angular measurements only.

Exhibit "A"

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

Ayes: Mr. Williams, Mrs. Leever, Mr. Joseph, Mr. Fedeli

Nays: None

The Chairman declared the resolution stood adopted. The resolution was identified as No. 6-1998.

The Chairman said the reports of the Executive Director and General Counsel were accepted as offered.

The Chairman said that day's meeting was his last. He said his primary reason for leaving was two-fold. He said that (1) he felt that a lot of the goals that were set out when he got on the Commission had been achieved or were in the process of being completed and he thought he was leaving a great management team. He said he thought the Commission was the best managed public agency in the entire state.

The Chairman said further that he thought the Members were excellent. He said he had enjoyed working with Ruth, Earl, Senator Gaeth, Marilyn, Gary and Jerry Wray. He said he also had some other things he had been asked to do and he thought it was now time for him to move on. He said as he said to Mike McIntyre the other day he thought it was time for someone else to take their turn in public service. He said that he believed in term limits and he thought they were made for people to take their term to do public service and then get out.

The Chairman said further that, before he made the formal motion to step down as Chairman and have an election and then resign, he had a couple of things he would like the Commission to do in the future. He said one of the things he would like them to strongly consider is perhaps postponing the last toll increase if they did not need it. He said that if they needed it, then they had to have it.

The Chairman said further that he wanted the Commission to see if there was a way to simplify the 12 classes of vehicles for toll charges. He said that maybe there was a way to have fewer classes and perhaps a way to combine a class or two with hurting the Commission financially. He said that perhaps the Commission could give some relief to some of the truckers. He said he had nothing against trucking companies at all and they had been good Turnpike customers.

The Chairman said further he wanted to make sure that the Commission continued to improve its communications to employees, press and the legislature. He said he thought it was important to constantly communicate. He said he thought people got suspicious.

The Chairman said further that the other day Mike McIntyre asked if he thought the Commission was perceived as arrogant. He said that he told Mr. McIntyre that the Commission was independent. He said whoever set up the Commission was very smart in having the foresight to have an independent Commission whose Members did not have to run for election. He said the Commission Members did what they thought was right for the right reasons and they did not have to be concerned about running for office.

The Chairman said further that Members did not have to do what was popular and sometimes they had not done what was popular. He said he would encourage the legislature, the Governor or anybody who has influence to keep the Commission absolutely independent in

the future. He said it made a lot of sense to do that. He said he also wanted to make sure the Commission continued with its three goals.

The Chairman said further that at that point he wanted to make a motion to recommend that he create history by nominating Vice Chairperson Ruth Ann Leever for the position of Chairperson. He said Mrs. Leever had been with the Commission for five and one-half years. He said she had been on the Commission longer than any other Member except himself.

The Chairman said further that she had sat on a number of Commission groups including the selection group and the service plaza group. He said she had been very active and at that point he would like to nominate her to be the new Chairperson.

A motion to elect Ruth Ann Leever the new Chairperson of the Ohio Turnpike Commission was made by Mr. Fedeli, seconded by Mr. Williams.

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. Williams, Mr. Joseph, Mrs. Leever

Nays: None

The Chairman declared that Mrs. Leever had been elected the Commission's new Chairperson.

The Chairman said he wanted to thank Mr. Plain for being an excellent Executive Director. He said Mr. Plain also had been a great Deputy Executive Director and knew his business inside and out. He said Mr. Arlow had been great and had brought that business acumen from the private sector.

The Chairman said further that he appreciated Mr. DiPietro's sensitivity. He said he thanked Mr. Zomparelli, Dan Castrigano and Cassaundra Thomas, the Commission's Minority Business Enterprise Coordinator. He said Mrs. Thomas had done a great job. He said he would like to recognize everybody, but he would be there all day.

Senator Gaeth said he didn't have a report when the Chairman asked earlier in the meeting, but he did have one then. He said that without reservation his experience in seeing the Ohio Turnpike Commission in operation had been something that he admired. He said there had been an outstanding agenda and the Chairman had succeeded in bringing it near fruition. He said the Chairman should be congratulated.

Senator Gaeth said further that he could as a personal appraisal confirm that the Chairman was an outstanding public servant and it really bothered him that during the crisis when the Commission was accused of crookedness there was the comment that the Members made big salaries and that was what it was all about.

Senator Gaeth said further that he thought it should be brought out that the Members got a total salary of \$5,000 a year. He said that if that was not public service then he didn't know what it was. He said he did disagree with the Chairman in one area and that was term limits.

The Chairman said they had not discussed how long the term should be.

Senator Gaeth said also that he would like to say something on behalf of the new Chairperson. He said Ruth Ann Leever came to the United States from Canada. He said he had the good fortune of being a neighbor of hers when she lived across the street. He said he calculated he had known her for 25 years. He said she had been a master supporter of his tenure in the Ohio Senate and he guessed he could say that she was truly a political ally.

Senator Gaeth said further that he witnessed Mrs. Leever's capabilities in many administrative decisions. He said she would have a tremendous job filling the Chairman's shoes, but he was sure she would do an outstanding job. He said he thought the Chairman had broken down the issue politically and publicly that women were never given a chance.

The Chairman said he told the reporter from The (Toledo) Blade when he called that Mrs. Leever was an extremely bright, energetic, talented woman, who was very loyal, smart and very capable. He said it would be a mistake for anybody out there who thought they were going to mess with her. He said that nobody should take her kindness for weakness.

Mr. Plain said that, before the Chairman got on with any other business, he would like to make a statement. He said he put together some thoughts quickly that morning. He said they were not all encompassing, but he thought they highlighted some of the things that had been accomplished under the Chairman's leadership. He said that on behalf of the staff and all Commission employees he wished to thank the Chairman for his dedication and vision.

Mr. Plain said further that the Chairman's strategic goals to enhance safety, provide better accessibility and promote economic development had transformed the Turnpike into an expanded, improved facility ready to lead northern Ohio into the 21st century. He said the Chairman had brought insight and a renewed business approach that prompted a re-organization of our staff, a re-thinking of our operation and an attitude that echoed Governor Voinovich's motto, "to do more with less" and "work harder and smarter." He said that through a buy-out coupled with automation, we were able to reduce our work force and keep operating expenses down.

Mr. Plain said further that with the Chairman's leadership the Commission had embarked on the largest expansion program in Turnpike history: \$1.2 billion program. He said the Commission issued bonds in the amount of \$370 million, which was larger than the original Turnpike bond issue of \$326 million. He said the \$370 million bond issue would carry the expansion program through a little bit over a two-year period.

Mr. Plain said further that with the Chairman's leadership the Commission was going to add 160 miles of third land in each direction and renovate the existing toll plazas to make them more user-friendly for our customers and also for our employees. He said the renovations would include air conditioning for the hot summer months, fresh air supply to help alleviate the problems with diesel fumes and more capacity to handle our customers safely.

Mr. Plain said further that the Commission would be building new travel centers, which he thought was a tremendous project that would help not only to showcase the Ohio Turnpike, but Ohio as well. He said other agencies would become involved in the centers such as the Department of Economic Development, the Department of Tourism, local Chambers of Commerce and the Farmers Market Association with Ohio State University Agricultural Department. He said there would be a rebirth and a resurgence in working with other agencies and with our neighbors across northern Ohio.

Mr. Plain said further that during the Chairman's tenure the Commission had added really eleven interchanges including the relocation of Westgate. He said the Commission had

improved communication, particularly with employees. He said he thought that held true also with the press and the legislature. He said they created a Customer Advisory Group and they were working on programs to improve customer service. He said they had gutted their business application software and retooled their operations.

Mr. Plain said further that he thought the Ohio Turnpike would continue as the premier road in Ohio and one of the best roads in the country. He said that was not just him saying that because that was what people told him. He said he heard that from people from other toll roads, who were their peers, and those in the trucking industry, who traveled across the United States.

Mr. Plain said further that they were going to continue to enhance the Turnpike's communications program to integrate the toll plazas and maintenance buildings with the use of fiber optics. He said fiber optics also would be used to transmit weather forecast information to the travel centers so those facilities could be used for messages on traffic and weather conditions.

Mr. Plain said further that fiber optics would provide safety programs on a multi-media TV complex that they proposed to put in the travel centers. He said advertisements would appear on those TVs to show the attractions along the Turnpike and also the business opportunities for all those who were looking for new sites.

Mr. Plain said further that he thought the interchanges had stimulated the economy in Ohio probably greater along the Turnpike corridor than in any other time in our history and probably in the state's history. He said northwest Ohio was becoming the fastest growing part of the state and nation with regard to economic development.

Mr. Plain said that last he would like to thank the Chairman for the confidence he had shown in him, in particular, and the other staff members to carry out his vision. He said they would all miss him.

The Chairman said he thought it was important that the Commission listened to their customers and be responsive to them. He said he had enjoyed working with Mr. Williams. He said he had told people that there was no reason why the Members could not remain friends. He said that if the Commission needed him for anything, he didn't think there would be a conflict working as a free citizen.

The Chairman said he wanted to thank John Peca, who represented the Commission's outside counsel. He said Mr. Peca had kept him out of trouble and he had done a good job of that. He said people had attacked him, but he had a bullet-proof vest thanks to Mr. Peca and Mr. Zomparelli.

The Chairman said that at that time he officially resigned.

Mr. Zomparelli said that the meeting was the last for the Chairman, who had given his resignation. He said that at the next meeting the Commission's new Chairperson would preside. He said the Chairman had to adjourn the meeting and that would be his last official act.

The Chairman said he had a motion to adjourn the meeting until whenever the new Chairperson wanted to hold it. (At that point, Mr. Fedeli and Mrs. Leever switched chairs.)

Mr. Zomparelli said that the Chairman and new Chairperson could adjourn the meeting together.

Mrs. Leever said that if there was no further business, she would accept a motion to adjourn until March 9.

A motion to adjourn the meeting until March 9 was moved by Mr. Joseph, seconded by Mr. Williams.

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

Ayes: Mr. Joseph, Mr. Williams, Mr. Fedeli, Mrs. Leever

Nays: None

The Chairman declared the meeting adjourned. The time of adjournment was 11:00 a.m.

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



Marilyn R. Baker, Secretary-Treasurer