# MINUTES OF THE SEVENTY-NINTH MEETING DECEMBER 1, 1953

The Commission met in open session in its offices at 139 East Gay Street in Columbus, Ohio, at 11:05 o'clock A. M. on December 1, 1953, with the key members of its staff, representatives of the Consulting Engineer, of the Trustee, members of the press, and others in attendance.

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

Present: Teagarden, Allen, Linzell, Shocknessy.

Absent: McKay.

The Chairman announced that a quorum was present.

A motion was made by Mr. Teagarden, seconded by Mr. Allen, that the minutes for the meeting of October 23, 1953, which had been examined by the members of the Commission, and upon which the required corrections had been made, 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: Teagarden, Allen, Linzell, Shocknessy.

Nays: None.

The Chairman declared the motion carried.

The Chairman reported that the Commission had had a good result at Toledo in the Cooley Ellis appropriation case where the jury had awarded less than the Commission had considered as its offer in the negotiation, which was rejected.

The Chairman announced that the Commission was prepared to handle the bids upon construction sections 4 and 5 which had been received on November 19, 1953. The

The Chairman read a letter from Governor Lausche under date of November 30, 1953, received in reply to a request that he give the Commission his advice as Governor of Ohio upon the desirability of proceeding with the expedited section. The letter was as follows:

"November 30, 1953

Mr. James W. Shocknessy Chairman Ohio Turnpike Commission 139 East Gay Street Columbus 15, Ohio

Dear Mr. Shocknessy:

I received your letter of November 19, 1953, in which you point out the vigorous efforts being made to complete that portion of the turnpike beginning at the Pennsylvania border and ending at State Route #18 before the end of 1954.

I noted that for Sections 4 and 5 you solicited bids with an alternative as to the time of completion respectively as of November 30, 1954, and October 1, 1955. You point out that the bid promising to complete the work on November 30, 1954, is \$395,782.90 higher than the bid under which the work would be completed by October 1, 1955. You statethat during the period, constituting the expedited completion, the estimated earnings of the Commission through the collection of tolls would aggregate approximately \$330,000.

I recognize the heaviness of the decision which the Commission must make. I do feel that it would be amiss unless it gave serious consideration to the convenience that would come to the public through an accelerated completion of the turnpike from its eastern end over to Route #18. Motorists would save great quantities of time; would enjoy comfort and convenience, all of which undoubtedly has a value.

While I will not suggest to you what you should or should not do, I have no hesitation in telling you that you

would be mistaken unless you did give proper recognition to the economic advantages, as above mentioned, that would come through an earlier completion of the road. I am of the belief that the civic leaders in the area affected would look with favor upon the acceptance of the bid providing for the completion of the road on November 30, 1954, instead of October 1, 1955.

Sincerely yours,

/s/

Frank J. Lausche

FJL:cmj"

The Chairman reported that in confirmation of a policy long established by the Commission, he had addressed a memorandum to the Executive Director, the General Counsel, the Executive Assistant and the Comptroller, under date of November 25, 1953, on the subject of acceptance of gifts, as follows:

"November 25, 1953

## MEMORANDUM

TO:

Robert S. Beightler, Executive Director Frank C. Dunbar, Jr., General Counsel Charles P. Smith, Executive Assistant

John Soller, Comptroller

FROM:

James W. Shocknessy, Chairman

Subject:

A cceptance of Gifts

Confirming understandings reached in conversations with each of you, it is understood that you will advise all employees of the Ohio Turnpike Commission as well as the consulting engineer, the J. E. Greiner Company, and the contracting engineers to the Commission of the existing unalterable policy of the Commission that the acceptance by them of gifts or gratuities of any description from any construction contractors, materialmen, or others who furnish goods or services in connection with any project of the Ohio Turnpike Commission is neither tolerated nor condoned by the Commission.

#### James W. Shocknessy

cc: O. L. Teagarden, Vice Chairman

A. J. Allen, Secretary-Treasurer

J. Gordon McKay, Member

S. O. Linzell, Member Ex Officio"

The Chairman said that the memorandum was a restatement of a policy long existing with which the Commission wanted to make certain that those who had recently become associated with the Commission would be familiar. He read a letter he had written under date of December 21, 1951 to a firm of engineers, as follows:

"December 21, 1951

Capitol Engineering Corporation Dillsburg, Pennsylvania

Dear Sirs:

I received in the mail today the beautiful desk set which you sent with your good wishes in token of the Christmas Season. Be assured of my gratitude for your thoughtfulness but in accordance with a rule adopted for myself many years ago when I was counsel in Ohio for the Home Owners' Loan Corporation, as a public official or quasi public official, I do not accept gifts from persons or firms who may seek to do business with the agency with which I am associated. Under separate cover, therefore, the desk set is returned.

Be assured of my best wishes.

Sincerely,

James W. Shocknessy Chairman

cc: Governor Lausche Members of Commission Counsel for Commission"

The Chairman said that the Commission did not intend to imply that there was anything evil per se in the giving of gifts nor that there was necessarily any bad intention on the part of anyone who indicated his good will by some small expression. He said that, however, the Commission had believed that an established rule against the acceptance of any gratuity or gift was a satisfaction both to the official and to the public. He said that it was good for contractors and others to know that they were not expected to recognize any courtesies extended by anybody associated with the Commission since such courtesies were extended in accordance with duty and not for any other reason. The Chairman said that the original of the memorandum had been read by the Executive Director at the letting that morning so that the contractors and material men were advised publicly of the long standing policy of the Commission.

The Assistant Secretary-Treasurer, reporting for the Secretary-Treasurer, said that a draft of the minutes for the meeting of October 23, 1953, had been mailed to each member on November 27, 1953. He said that income from investments for the period ending November 30, 1953, was \$8,472,000, compared to the original estimate for that same period of \$4,918,000, or a gain of \$3,554,000.

The General Counsel reported that the jury verdict of the pervious Friday in one of the two appropriation cases involving land owned by Cooley Ellis at Toledo was very satisfactory because rather astounding claims had been made by the landowner in that case as to the value of the land. He said that Mr. Ellis' witnesses testified as to the value of the land taken and damages to the residue ranging from five hundred and twenty thousand to six hundred and four thousand dollars. The General Counsel said that the verdict of the jury was less than a tenth of even the smaller of those amounts, or \$44,362.50. He said that the amount awarded by the jury was only two or three thousand dollars more than the amount that the Commission had offered before the proceedings were instituted.

The General Counsel reported that out of all the forty odd railroad crossings involved in construction of Ohio Turnpike Project No. 1 the Commission either had signed

contracts or rights of entry with respect to all except two of the actual existing crossings, one of which was in Sandusky County and the other in Summit County. He said that there were two other crossings that were classed in the railroad category although in neither case were there existing tracks, the crossing rather constituting land held for the construction of impending or possible future construction of railroad tracks. He said one of the latter crossings was in Lorain County and was owned by a subsidiary of The Pennsylvania Railroad, and that the other crossing was a parcel owned by the Federal Government which had had a spur track on the land not long previously and was demanding, as a condition of a crossing by the Commission, that the Commission make provision for the railroad to have an alternative means of access by a spur in the event that it should ever be required.

The General Counsel reported that a letter over the signature of the Chief Engineer and the General Counsel and dealing with a requirement of the General Specifications of construction contracts was going out to all construction contractors on Project No. 1. He said that the specifications required that reports should be made promptly to the Commission of all accidents which involved any personal injury, and that the letter he was sending out was substantially in the form which he had submitted to the members of the Commission for their advice and consideration and with respect to which he had had the advice of each of them. The General Counsel said that the effect of the letter would be to dispense with the necessity for the contractors making reports to the Commission of injuries to employees who were covered by Ohio Workmen's Compensation provided the contractor should in each instance furnish to the Commission an instrument in writing which would enable the Commission, if it should find it necessary, to examine the reports of those accidents which the contractors filed with the Ohio Industrial Commission. He said the arrangement was one approved by and satisfactory to the Industrial Commission and would relieve the contractors and the Commission of some clerical burden in connection with something that the Commission had not found to be an essential requirement.

The General Counsel presented to the Commission the written statement of the Chief of the Right-of-Way Section

with respect to the unsuccessful efforts of the Commission's negotiators to reach agreement with respect to the amounts to be paid by the Commission for certain parcels of land and his recommendation that such properties be appropriated; also, the written statement of the Chief Engineer that the acquisition of this property was necessary for the construction of Ohio Turnpike Project No. 1; a written statement of the concurrence of the Executive Director in the recommendation of the Chief Engineer and of the Chief of the Right-of-Way Section, and the General Counsel's written recommendation that title be acquired as and to the extent set forth in the forms of resolutions presented to the Commission by the General Counsel.

Resolutions Nos. 523-1953, 524-1953, 525-1953, and 526-1953, declaring the necessity of appropriating property and directing that proceedings to effect such appropriation be begun and prosecuted, were moved for adoption respectively by Mr. Linzell, seconded respectively by Mr. Teagarden, as follows:

#### Resolution No. 523-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, the easement and rights hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

Owner(s)

Place of Residence

John H. Snider

2683 Akins Road Brecksville, Ohio

Owner(s)	Place of Residence
Isabel W. Snider	2683 Akins Road Brecksville, Ohio
The Security Federal Savings and Loan Association	Cleveland, Ohio
County Auditor of Cuyahoga County	Cuyahoga County Court House Cleveland, Ohio
County Treasurer of Cuyahoga County	Cuyahoga County Court House Cleveland, Ohio

The aforementioned property to be appropriated is described as follows:

## Parcel No. 138-JJ -- Fee Simple

Situated in the Village of Broadview Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Section No. 24 and being all that part of the lands described in the deeds to John H. Snider and Isabel W. Snider, dated June 14, 1951, and recorded in Volume 7277, Page 245 of Cuyahoga County Deed Records, and dated January 21, 1952, and recorded in Volume 7442, Page 336 of Cuyahoga County Deed Records, lying Southwesterly of a line drawn parallel to and distant 135 feet Northeasterly, measured on a line normal to the centerline of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 148, Pages 4 and 5 of Cuyahoga County Map Records.

Parcel No. 138-JJ(1) -- Permanent Easement for Drainage Purposes.

Situated in the Village of Broadview Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Royalton Township Section No. 24, and being all that part of the lands described in the deed to John H. Snider and Isabel W. Snider, dated June 14, 1951, and recorded in

Volume 7277, Page 245 of Cuyahoga County Deed Records, being a strip of land 35 feet wide, bounded as follows:

On the Northeasterly side by a line drawn parallel to and distant 170 feet Northeasterly of, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plats recorded in Volume 148, Page 5 of Cuyahoga County Map Records; on the Southwesterly side by a line drawn parallel to and distant 135 feet Northeasterly of, measured on a line normal to said center line; on the Northwesterly side by a line measured normal from the said center line at Station 800+55; on the Southeasterly side by a line measured normal to said center line at Station 801+00.

The aforementioned rights to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the abovedescribed real estate shall have formed a part prior hereto, in, over, or to the parcel described above Parcel No. 138-JJ, including such rights to any turn-pike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway of Ohio Turnpike Project No. 1, and which is not now upon said lands."

#### Resolution No. 524-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike

#### Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property from the followingnamed owner or owners and persons having interests therein, to-wit:

Owner(s)	Place of Residence
Julia Palkovic	Broadview Road Brecksville, Ohio
Andrew Palkovic	Broadview Road Brecksville, Ohio
South Side Federal Savings and Loan Association	Cleveland, Ohio
Anna Miskolcy	6902 Wood Haven Parma, Ohio
Frank Miskolcy	6902 Wood Haven Parma, Ohio
County Auditor of Cuyahoga County	Cuyahoga County Court House, Cleveland, Ohio
County Treasurer of Cuyahoga County	Cuyahoga County Court House, Cleveland, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 138-PP -- Permanent Easement for Highway Purposes.

Situated in the Village of Broadview Heights, County of Cuyahoga and State of Ohio, and known as being part of Original Brecksville Township Lot No. 52, and being all that part of the lands described in the deed to Julia Palkovic, dated September 24, 1951, and recorded in Volume 7410, Page 312 of Cuyahoga County Deed Records, bounded as follows:

Northerly by the Northerly line of land described in the deed as aforesaid; Southerly by the Southerly line of land described in the deed as aforesaid; Westerly by the center line of Broadview Road; and Easterly by a line parallel to and distant 60 feet Easterly, measured at right angles from said center line of Broadview Road.

Excepting therefrom that portion thereof lying within the bounds of Broadview Road, as now established."

#### Resolution No. 525-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, and rights hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

Owner(s)	Place of Residence
Barbara Rueger	Tedrow, Ohio
Emil Rueger	R. F. D. #1 Archbold, Ohio
Emil Rueger, Executor of Estate of Sebastian Rueger, Deceased	R. F. D. #1 Archbold, Ohio

# Owner(s)

# Place of Residence

•	CONTRACTOR OF THE PROPERTY OF
Ruth Rueger	R. F. D. #1 Archbold, Ohio
Mary Jane Eicher	R. F. D. #1 Wauseon, Ohio
Reuben B. Eicher	R. F. D. #1 Wauseon, Ohio
Martha Kigar, Also Known as Martha Keiger	Delta, Ohio
Wesley Kigar, Also Known as Wesley Keiger	Delta, Ohio
Ida Robinson	4804 Harvest Lane Toledo, Ohio
J. D. Robinson	4804 Harvest Lane Toledo, Ohio
John E. Schott	Archbold, Ohio
Louise Schott	Archbold, Ohio
Clifford Schott	Bryan, Ohio
Carol Schott	Bryan, Ohio
Roy E. Schott, A Minor	Archbold, Ohio
John E. Schott, Parent Guardian of Roy E. Schott, A Minor	Archbold, Ohio
The Unknown Heirs, Devisees, and	Addresses Unknown

The Unknown Heirs, Devisees, and Addresses Unknown Assigns of Sebastian Rueger, Deceased

The Unknown Heirs, Devisees, and Addresses Unknown Assigns of Minnie Schott, Deceased

### Owner(s)

#### Place of Residence

County Auditor of Fulton County

Fulton County Court House, Wauseon, Ohio

County Treasurer of Fulton County

Fulton County Court House, Wauseon, Ohio

The aforementioned property to be appropriated is described as follows:

### Parcel No. 23-A - 24-E -- Fee Simple

Situated in the Township of Franklin, County of Fulton and State of Ohio, and known as being part of Original Franklin Township Section No. 3, Town 7 North, Range 5 East and being all that part of the lands described in the deed to Sebastian Rueger, dated March 16, 1908, and recorded in Volume 84, Page 636 of Fulton County Deed Records lying within a strip of land 25 feet wide between parallel lines, the Northerly line of said strip being parallel to and distant 100 feet Northerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 19 of Fulton County Map Records, and the Southerly line of said strip being parallel to and distant 125 feet Southerly, measured on a line normal to said center line.

The aforementioned rights to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the parcel described above as Parcel No. 23-A -24-E, including such rights to any turnpike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway of Ohio Turnpike Project No. 1, and which is not now upon said lands."

#### Resolution No. 526-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, the easements and rights hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

Owner(s)	Place of Residence
Mabel Hockett	448 Clinton Heights Avenue Columbus, Ohio
Elmer Hockett	448 Clinton Heights Avenue Columbus, Ohio
Lloyd W. Hays	R. F. D. Montpelier, Ohio
Mary E. Hays	R. F. D. Montpelier, Ohio
Robert S. Pressler	Montpelier, Ohio

#### Owner(s)

#### Place of Residence

Myrtle B. Pressler

Montpelier, Ohio

William Eberly

R. F. D., Montpelier, Ohio

County Auditor of Williams County

Williams County Court House

Bryan, Ohio

County Treasurer of Williams County

Williams County Court House Bryan, Ohio

The aforementioned property to be appropriated is described as follows:

## Parcel No. 12-D -- Fee Simple

Situated in the Township of Jefferson, County of Williams and State of Ohio, and known as being part of Original Jefferson Township Section No. 32, Town 8 North, Range 3 East, and being all that part of the North 30 Acres of the Northwest Quarter of said Section No. 32, lying within a strip of land 200 feet wide between parallel lines, the Northerly line of said strip being parallel to and distant 100 feet Northerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plats recorded in Volume 5, Pages 24 and 25 of Williams County Map Records, and the Southerly line of said strip being parallel to and distant 100 feet Southerly, measured on a line normal to said center line.

# Parcel No. 12-D(1) -- Fee Simple

Situated in the Township of Jefferson, County of Williams and State of Ohio, and known as being part of Original Jefferson Township Section No. 32, Town 8 North, Range 3 East, and being all that part of the North 30 Acres of the Northwest Quarter of the Northwest Quarter of said Section No. 32 and bounded and described as follows:

Beginning on a line drawn parallel to and distant 100 feet Southerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat

recorded in Volume 5, Pages 22 and 25 of Williams County Map Records at its intersection with the Easterly line of the Northwest Quarter of the Northwest Quarter of said Section No. 32; thence Westerly along said parallel line to the Westerly line of said Northwest Quarter of said Section No. 32; thence Southerly along the Westerly line of said Northwest Quarter of said Section No. 32 to a point which is distant 130 feet Southerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1; thence South 82° 19' 38" East and parallel to the center line of Ohio Turnpike Project No. 1; to its point of intersection with a line drawn Southerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1 from Station 704+32.47; thence South 18° 12' 27" West to a point which is distant 462.78 feet South 18° 12' 27" West from the center line of Ohio Turnpike Project No. 1; thence North 82° 19' 38" West to the Westerly line of said Northwest Quarter of said Section No. 32; thence Southerly along said Westerly line to the Southwesterly corner of the Northerly 30 Acres of the Northwest Quarter of the Northwesterly Quarter of said Section No. 32; thence Easterly along the Southerly line of said 30 Acres to the Easterly line of the Northwest Quarter of the Northwest Quarter of said Section No. 32; thence Northerly along said Easterly line to the place of beginning.

# Parcel No. 12-D(2) -- Fee Simple

Situated in the Township of Jefferson, County of Williams and State of Ohio, and known as being part of Original Jefferson Township Section No. 32, Town 8 North, Range 3 East, and being all that part of the North 30 acres of the Northwest Quarter of the Northwest Quarter of said Section No. 32 lying within a strip of land 25 feet wide between parallel lines, the Northerly line of said strip being parallel to and distant 125 feet Northerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Pages 24-25 of

Williams County Map Records, and the Southerly line of said strip being parallel to and distant 100 feet Northerly, measured on a line normal to said center line.

Parcel No. 12-D(3) -- Permanent Easement for Highway Purposes.

Situated in the Township of Jefferson, County of Williams and State of Ohio, and known as being all that part of Original Jefferson Township Section No. 32, Town 8 North, Range 3 East, to be hereinafter described.

"Line A" to be hereinafter referred to, is described as follows:

Beginning on the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 24 of Williams County Map Records at Station 705 +58.35, said center line having a bearing of South 82° 19' 38" East;

Course 1. Thence North 18° 12' 27" East, 697.65 feet to a point.

Course 2. Thence North 1° 31' 37" East, 800 feet to a point.

The parcel herein intended to be described is bounded and described as follows:

Beginning on a line parallel to and distant 125 feet Northeasterly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1 as aforesaid, at a point distant 75 feet Northwesterly, measured at right angles, from Course 1 of "Line A" as aforesaid; thence Northeasterly to a point distant 75 feet Northwesterly. measured at right angles, from a point on said "Line A" distant 592.33 feet Northeasterly, measured along said line, from the center line of Ohio Turnpike Project No. 1; thence Northerly to a point on the Northerly line of said Section No. 32, distant 62.8 feet Westerly, measured at right angles, from the center line of State Route No. 15 as now established; thence Easterly along the Northerly line of said Section No. 32 to a point distant 58.5 feet Easterly, measured at right angles, from said center line of State Route No. 15; thence Southerly to a point distant 100 feet

Easterly, measured at right angles, from a point on "Line A" as aforesaid, distant 782.97 feet Northeasterly, measured along said "Line A" from the center line of Ohio Turnpike Project No. 1; thence Southwesterly to a point on a line parallel to and distant 125 feet Northeasterly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, distant 115 feet Southeasterly, measured at right angles, from Course 1 on "Line A" as aforesaid; thence Northwesterly along said parallel line to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of State Route No. 15, as now established.

Parcel No. 12-D(4) -- Permanent Easement for Highway Purposes.

Situated in the Township of Jefferson, County of Williams and State of Ohio, and known as being part of Original Jefferson Township Section No. 32, Town 8 North, Range 3 East, and being all that part of the North 30 Acres of the Northwest quarter of the Northwest quarter of said Section No. 32, to be hereinafter described.

Line "A" hereinafter referred to, to be the center line of State Route 15 Relocation is described as follows:

Beginning in the center line of Ohio Turnpike Project No. 1, as shown by plats recorded in Volume 5, Page 24 of Williams County Map Records, at Station 705+58.35 on said center line, which center line bears South 82° 19' 38" East at said Station; thence North 18° 12' 27" East 697.65 feet to a point; thence North 1° 31' 37" East, 800 feet to a point, which point is in the center line of State Route 15, as now established.

Beginning on the Northerly line of said Original Jefferson Township Section No. 32, at a point distant 62.8 feet Westerly, measured at right angles, from the center line of State Route 15 as now established;

Course 1. Thence Southwesterly on a "straight line" to its intersection with the center line of State Route 15 as now established, which "straight line" if prolonged would intersect a point distant Westerly 75 feet, measured at right angles, from a point on said Line "A", distant 592. 33 feet Northerly, measured along said Line "A" from its

intersection with said center line of Ohio Turnpike Project No. 1.

Course 2. Thence Southwesterly along said center line of State Route 15 to its intersection with a line drawn parallel to and distant 50 feet Northwesterly, measured at right angles, from Course 1 as described above;

Course 3. Thence Northeasterly along said parallel line to its intersection with said Northerly line of Original Jefferson Township Section No. 32;

Course 4. Thence Easterly along said Northerly line to the place of beginning.

#### Parcel No. 12-D(5) -- Fee Simple

Situated in the Township of Jefferson, County of Williams and State of Ohio, and known as being part of Original Jefferson Township Fraction Section No. 29, Township 8 North, Range 3 East, and bounded and described as follows:

Beginning on the Southerly line of said Fraction Section No. 29, at a point which is distant South 88° 35' 47" East, 431.11 feet, measured along said Southerly line from the Northeasterly corner of the West Half of the Northwest Quarter of Section No. 32 of said Township, said place of beginning being 488.13 feet North of the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 25 of Williams County Map Records, measured on a line normal to said center line at Station 718+80 thereon; thence South 88° 35' 47" East along said Southerly line, 548.89 feet to a point; thence North 64° 09' 08" West, 241.66 feet to a point; thence South 74° 29' 30" West, 343.76 feet to the place of beginning.

Parcel No. 12-D(6) -- Permanent Easement for Drainage Purposes.

Situated partly in the Township of Madison and partly in the Township of Jefferson, County of Williams and State of Ohio, and known as being part of Original

Madison Township Section No. 9, Town 10 South, Range 2 West and part of Original Jefferson Township Section No. 29, Town 8 North, Range 3 East, and being bounded and described as follows:

Beginning on the Southerly line of said Jefferson Fractional Section No. 29 at its intersection with the Easterly line of the West fractional half of said Section No. 29; thence Westerly along the Southerly line of said Section No. 29, 110 feet to a point; thence North 1° 15' 25" East, parallel to the Easterly line of the West fractional half of Section No. 29, as aforesaid, 643.2 feet to a point; thence North 41° 29' 06" West, 169.7 feet to a point; thence North 84° 13' 37" West, to the Westerly line of the East fractional half of the West fractional half of Original Madison Township Fractional Section No. 9 as aforesaid; thence Northerly along said Westerly line, 110.3 feet to a point; thence South 84° 13' 37" East to the Easterly line of the West fractional half of said Madison Township Section No. 9; thence Southerly along said Easterly line to the Southeasterly corner of the West fractional half of said Section No. 9; thence Westerly along the Southerly line of said Section No. 9, to the Northeasterly corner of the West fractional half of Fractional Section No. 29 as aforesaid; thence Southerly along the Easterly line of said West fractional half of said Section No. 29 to the place of beginning.

The aforementioned rights to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the parcels described above as Parcel No. 12-D, Parcel No. 12-D (1), Parcel No. 12-D(2), and Parcel No. 12-D(5), including such rights to any turnpike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway

of Ohio Turnpike Project No. 1, and which is not now upon said lands."

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

Ayes: Linzell, Teagarden, Allen, Shocknessy.

Nays: None.

The Chairman declared the resolutions adopted.

The Executive Director reported on the bids which had been received for contracts for construction of construction sections 4 and 5, and which had been considered very briefly by the Commission at its special meeting on November 24, 1953, when it had been decided to postpone consideration until the regular meeting of December 1, 1953. He said that alternative bids had been taken for contracts denominated C-4a and C-5a, and C-4b and C-5b. He said that the "a" bids contemplated completion of a substantial portion of the two contract sections west as far as State Route 18 by November 30. 1954, so far as would be necessary to permit opening of the pavement to traffic at that time. He said that the "b" bids contemplated the normal completion date of October 1, 1955. The Executive Director said that the low bidder for the "a" type contract was the Bero Engineering & Construction Corporation, and that the low bidder for the "b" type contract was the Wright Contracting Company. He said that he and the Chief Engineer and some members of the Chief Engineer's staff, the Contracting Engineer, the Consulting Engineer, the Executive Assistant, the Comptroller, and members of the General Counsel's staff had discussed with the low bidder in each instance its plans for completion of the work.

The Executive Director said that opening of the 21.4 mile expedited section nearly a year earlier than planned would not only permit the Commission to gain early and valuable experience in operational and maintenance

procedure, but that the Commission would be doing a very real service to the public in making that part of the turnpike available nearly a year earlier than had been contemplated. He said that the low bid on the accelerated construction alternative was \$395,782.90 higher than the low bid for opening to traffic in late 1955. He said that from the standpoint of economics the difference in the two low bids would be offset to a very large extent by the net operational revenues which were anticipated. The Executive Director said that the Consulting Engineer and the Chief Engineer had made analyses of the expected traffic income together with the probable cost of operation, maintenance, and lowered interest income from the Commission's investments because of the earlier requirement for capital investment and had arrived at a figure for anticipated net income of \$332,775, which was only sixty-three thousand dollars less than the additional cost for expedited construction. He said that that was certainly not a great amount to pay for the expected returns in the form of good will, and service to the public, and maintenance and operation experience.

The Executive Director said that the Commission must give consideration also to the possibility that something might occur to prevent completion on time of construction sections 4 and 5, or perhaps of other sections in the 21.4 miles involved in the early opening to traffic, thereby losing the anticipated benefits to be derived. He said that the engineers who had participated in the conferences with the low bidders were unanimously agreed that the Bero Engineering & Construction Corporation could complete all the work necessary for opening to traffic in late 1954. He said that if the Commission should elect to make such an award he was sure that his office and the engineers would insist that the early opening to traffic be accomplished as per contract. He said that the Consulting Engineer, the Chief Engineer and he recommended an award of contract C-4a & 5a to Bero Engineering & Construction Corporation.

The General Counsel orally and by letter tendered to the Commission advised that in his opinion the bids of Bero Engineering & Construction Corporation and of Wright Contracting Company conformed to the requirements of the applicable statute, and to the terms. conditions, and specifications prescribed by the Commission and to the legal notice, and that, if the Commission was satisfied on the basis of other -thanlegal considerations that the bid of Bero Engineering & Construction Corporation for the performance of contract C-4a & 5a or the bid of Wright Contracting Company for the performance of contract C-4b & 5b was the lowest and best of those received, the Commission might lawfully make the award of either of said contracts accordingly. Attached to his letter was proof of publication of notice of receipt of bids for contracts C-4a & 5a and 4b & 5b.

Mr. E. J. Donnelly, representing the Consulting Engineer, reported that the estimate of revenues was based upon an actual count of the vehicles leaving the Pennsylvania Turnpike at Gateway and upon such information as could be obtained from the Pennsylvania Turnpike Commission. He said that that count had been broken down into passenger cars and the various classifications of trucks, and that the count checked very closely with the estimated volumes of traffic that had been predicted in the traffic report. Mr. Donnelly said that the estimate of the cost of operating and maintaining the expedited section for a period of ten months included an item for general administration which would include a pro rata share of the cost of administration from the Commission's office, and would also include a field office that would handle not only the supervision of maintenance and operation but also fare auditing and other auditing functions that would have to be taken care of at the site, and that it included an item for maintaining the roadway. He said that it included the cost of fare collection based upon the number of toll collectors that would be required and the necessary teller service and all else in connection with

fare collection. He said that it included an item for police patrol, purchasing and stores, and insurance, and that all of the items totaled five hundred and ninety-one thousand dollars for a ten-month period of operation. Mr. Donnelly said that in addition there had been included in the estimate the loss of interest on the construction fund by reason of the fact that the funds would be spent more rapidly, and that that loss amounted to sixty-nine thousand dollars. He said that the total estimated cost of operating and maintaining the expedited section for a period of ten months was six hundred and sixty thousand dollars which compared with an estimate of \$992,775 of revenue to produce a figure of \$332,775 as net revenue. He said that for all practical purposes the capital costs were generally offset by anticipated net revenue.

The Chief Engineer said that the Commission had had reports from Maryland where Bero Engineering & Construction Corporation had been doing a good deal of expressway work, and that the reports were that the company did excellent work, was well organized, and that it completed its work on time. He said that the company had done a good bit of work in New York State for the state highway department and for the New York Thruway and that he had had the same report from New York as had been received from Maryland: a very good report on the company in both states concerning work performance, organization, and general fine cooperation.

Mr. Bero of Buffalo, New York, president of Bero Engineering & Construction Corporation, was present and was introduced to the Commission by the Chief Engineer.

The Chairman said to Mr. Bero that the Commission was concerned that his company would be able to perform within the time specified, and that the Commission was only

going to consider making the award with the full assurance that the Bero Engineering & Construction Corporation was profoundly and completely mindful of the responsibility to complete within the time specified. He said he would ask Mr. Bero publicly to confirm the completion date which was established in his bid and to which he was bound.

Mr. Bero replied as follows: "You have our assurance that we will concentrate all our resources and efforts and all our equipment and personnel, Mr. Shocknessy, and shall endeavor to see that this contract is completed within the specified time."

The Chairman said that the contract must be completed on time because otherwise the Commission would not be justified in paying the difference in price, and that therefore the Commission must be fully convinced of the company's moral intent and ability to perform.

Mr. Bero replied as follows: "I'm sure of that. You have our assurance."

The Chairman read a memorandum from Mr. McKay concerning a conversation Mr. McKay had had the day previous with the Executive Assistant as follows:

"November 30, 1953

#### MEMORANDUM

To:

Chairman

From:

Executive Assistant

Subject:

Telephone Conversation with Mr. McKay

Member J. Gordon McKay called me by long distance telephone from Cleveland today and asked me to advise you that it would not be possible for him to be present in Columbus tomorrow, December 1, 1953, because urgent business required his presence in New York City.

I inquired of Mr. McKay concerning his attitude toward the award of the contract for construction sections 4 & 5 which will be considered by the Commission on December 1. He told me that he favored award to the Bero Engineering and Construction Company, the low bidder for the 'expedited' alternative contract which provides for completion of the paving and opening to traffic of sections 4 & 5 late in 1954. Mr. McKay said he based his conclusion upon the following factors:

- a. The fact that the additional cost of expedited completion would in large part be offset by net revenues from tolls during operation of the expedited portion.
- b. Economic benefits and additional service to the highway users.
- c. The opportunity afforded the Commission to use the expedited section of the project as a training ground for maintenance and operating personnel in advance of the completion of the entire project.

/s/

#### Charles P. Smith"

Mr. Linzell, commenting as Director of Highways, said that the effect on the state highway system leading to and from the expedited section of the turnpike would not be too great. He said that he could see that traffic bound for

Niles and Warren would bypass Youngstown. He said that the access roads that the Department of Highways would have to improve or build were already programmed and the plans for them prepared, and that the improvements involved would be completed on time whether the Commission decided on an open-to-traffic date of December, 1954, or October, 1955, for the so-called expedited section. He said that in view of the relatively small difference between costs and estimated net revenues that intangibles should govern the decision of the Commission.

Mr. Teagarden asked whether consideration had been given to whether contractors working on construction sections 1, 2 and 3 would complete on time and meet an open-to-traffic date of December, 1954.

The Executive Director replied that although the contractor for construction section 1 and the contractor for construction sections 2 & 3, were behind schedule that there was no question about the contractor for construction section 1 getting his work completed on time, that he had already started his paving. He said that the Commission would require that the contractor for construction sections 2 and 3 step up his progress somewhat and that he, the Executive Director, was sure that those two sections could be completed in time. He pointed out that the completion date for construction sections 2 & 3 was October 15, 1954, which gave the contractor a sixweek leeway.

The Chief Engineer said that the Consulting Engineer and the Contracting Engineer had reviewed the schedule of the contractor for construction sections 2 & 3, and had reviewed the contractor's operations and that it was expected that his operations would be back on schedule again during the coming winter. He said that there was no reason to believe that the work, from what could then be seen, could not be completed on time, and that every effort

would be made to see that contracts for construction sections 2 & 3 would be completed on time. He said that the contractor for construction sections 2 & 3 had already stepped up his progress and was working three shifts around the clock. He said that the contractors involved would be required to work around the clock whenever necessary to step up their production operations.

Mr. Teagarden said that if the engineers were convinced from their investigation that the construction sections involved would be completed on time, his question had been answered to his satisfaction.

Mr. Allen said that with the level of expenses as close as they were it would be of great value to the Commission to have the experience in operating the expedited section as a training ground, and that he would be in favor of it because the Commission faced a tremendous job and having that experience of practically a year in operating would be very valuable to the Commission.

The Chairman said that the Governor in his letter had mentioned civic leaders in the area of the expedited section. He said that the principal expression the Commission had had from civic leaders in that area had been reflected by the Youngstown Vindicator in an editorial in which the Vindicator recommended that, if possible, that the Commission make the award. He said he thought the Vindicator was a faithful mirror of views in its area.

Resolution No. 527-1953, awarding construction contract C-4a & 5a, was moved for adoption by Mr. Allen, seconded by Mr. Linzell, as follows:

#### Resolution No. 527-1953

"WHEREAS the Commission has duly advertised, according to law, for bids upon separate alternative contracts for the construction of each of those portions of Ohio Turnpike Project No. 1 which are known as Construction Sections 4 & 5, which contracts are designated Contracts C-4a, C-5a, C-4b, and C-5b, respectively, and proof of said advertising is before the Commission;

WHEREAS the Commission has also advertised in like manner for bids upon alternative contracts for the construction of both construction sections, which contracts are designated Contracts C-4a & 5a and C-4b & 5b, and proof of said advertising is likewise before the Commission;

WHEREAS bids for the performance of each and all of said contracts except Contract C-4a have been received, and were duly opened and read, as provided in the published notice for said bids, and said bids are before before this meeting;

WHEREAS Contracts C-4a, C-5a, and C-4a & 5a provide that the work shall be completed on or before November 30, 1954, to the extent necessary to open the turnpike to traffic from the eastern terminal point thereof to and including the major part of the interchange at State Route No. 18 on that date, and Contracts C-4b, C-5b, and C-4b & 5b provide that the work shall be completed on or before October 1, 1955, to the extent necessary to open the turnpike to traffic on that date;

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

WHEREAS, having been duly advised as aforesaid, and having reviewed the bids, the Commission is of the opinion that it is to the advantage of the Commission and of the public for the Commission to contract for the early completion of the major part of said work as provided for

in Contracts C-4a, C-5a, and C-4a & 5a;

WHEREAS all of the bids for each of all the aforementioned contracts were solicited on the basis of the same terms and conditions and the same specifications, with respect to all bidders and potential bidders, and the bid of Bero Engineering & Construction Corporation, in the amount of \$9,388,659.30, for the performance of Contract C-4a & 5a is, and is by the Commission determined to be, the lowest and best of all said bids or combinations of bids for the construction of the aforesaid construction sections, and the Commission has been advised by its general counsel that said bid conforms to the requirements of §5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the construction of said construction sections; and

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

#### NOW, THEREFORE, BE IT

RESOLVED that the bid of Bero Engineering & Construction Corporation, in the amount of \$9,388,659.30, for the performance of Contract C-4a & 5a be, and hereby it is, determined to be the lowest and best of all said bids, whether individual or in combination, for the performance of the work of said constructions, and is accepted; and that each of the chairman and the executive director be. and each of them hereby is, authorized (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission by and in its resolutions No. 69-1952 and No. 480-1953, and meeting the requirements of either of said resolutions, (2) to return to all other bidders the bid security furnished by each of them,

respectively, (3) to return said successful bidder's bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of the 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: Allen, Linzell, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Executive Director reported that a conference had recently been held with representatives of the Ohio Planning Conference and the American Institute of Planners, and that a memorandum on the matter had been sent to each member of the Commission. He said that the representatives were a senior planner from the Columbus City Planning Commission, the executive director of the Montgomery County Planning Committee, the director of the Toledo and Lucas County Planning Committee, and the chief of the master-planning office of the Wright-Patterson Air Force Base. He said that the meeting was most satisfactory and quite harmonious, and that the principal desire expressed by the representatives of the planning groups was that, if and when another turnpike project should be considered, the representatives should be permitted to present their thoughts and plans for the consideration of the Commission or for the consideration of the engineers making the preliminary survey. He said that apparently city planners and county planners had not been so consulted to any great extent when Ohio Turnpike Project No. 1 was under consideration. He said that it had been felt at that time that since the highway department had all the arterial master plans of all cities along the route, no further assistance was required and for that reason the

the planning bodies had not been consulted. The Executive Director said that it had definitely been agreed that, if occasion should arise in the future, the planning representatives would be given an opportunity to present their views and their plans for their own particular districts. He said he had pointed out that the Commission and the planners might not always agree but that they would benefit from discussions on a professional basis.

The Chairman said that that statement of policy was satisfactory from the standpoint of the Commission, and that he was sure that all concerned wanted to cooperate with the planners.

The Executive Director reported that bids had been taken that morning for construction of construction sections 41 & 42 consisting of some nine miles of Ohio Turnpike Project No. 1 in Ottawa and Sandusky Counties. He said that the bids had been tabulated in their entirety once, and that the two low bids had been checked a second time. He said that the low bid of \$6,535,192 had been submitted by the Winston Brothers Company of Minneapolis, Minnesota, and that the Consulting Engineer, the Chief Engineer, the Contracting Engineers, the Comptroller, representatives of the General Counsel and he were satisfied that the company was quite competent to perform the contract. He said that the company was a very large organization which was doing work in various parts of the world, and that it was a well qualified organization. He said that the company's financial statement and financial questionnaire were in order and indicated that the company was quite liquid and in good position in that respect to undertake the work. He said that there was a difference of only nine-hundred and ninety-some dollars between the first and second low bidders on the six -and-a-half-million dollar contract. He said that eight bids had been received, and that the bidding was very satisfactory, and that the low

bid was under the estimate of the engineering report of August 15, 1951. He said that the Contracting Engineer, the Consulting Engineer, the Chief Engineer, and he were in agreement that the award should be made to the Winston Brothers Company.

The Chief Engineer said that he was convinced that the company was well qualified to do the work, that it had constructed quite a number of expressways in the Los Angeles area for the California State Highway Department.

The General Counsel orally and by letter tendered to the Commission advised that in his opinion the bid of Winston Brothers Company conformed to the requirements of the applicable statute, and to the terms, conditions, and specifications prescribed by the Commission and to the legal notice; and that award might legally be made to it. Attached to his letter was proof of publication of notice of receipt of bids for contracts C-41 and C-42, and a combination thereof.

Mr. Donnelly said that the Consulting Engineer recommended award to Winston Brothers Company.

Resolution No. 528-1953, awarding construction contract C-41 & 42, was moved for adoption by Mr. Teagarden, seconded by Mr. Allen, as follows:

## Resolution No. 528-1953

"WHEREAS the commission has duly advertised, according to law, for bids upon separate contracts for the construction of those portions of Ohio Turnpike Project No.1 which are known as Construction Sections 41 and 42, which contracts are designated Contract C-41 and C-42, respectively, and proof of said advertising is before the commission;

WHEREAS the commission has also advertised in like manner for bids upon a contract for the construction of both construction sections, which contract is designated Contract C-41 & 42, and proof of said advertising is likewise before the commission;

WHEREAS bids for the performance of Contract C-41 & 42 have been received (no bids were received for Contract C-41 or Contract C-42), and were duly opened and read, as provided in the published notice for said bids, and said bids are before this meeting;

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

WHEREAS all of the aforesaid bids for said contracts were solicited on the basis of the same terms and conditions, and the same specifications with respect to all bidders and potential bidders, and the bid of a Minnesota corporation, Winston Bros. Company, in the amount of \$6,535,192.00, for the performance of Contract C-41 & 42, is, and is by the commission determined to be, the lowest of all said bids for the construction of the aforesaid construction sections; and the commission has been advised by its general counsel that said bid conforms to the requirements of \$5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the commission is authorized to accept said bid as the lowest and best bid for the construction of said construction sections; and

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

NOW, THEREFORE, BE IT

RESOLVED that the bid of Winston Bros. Company, in the amount of \$6,535,192.00, for the performance of Contract C-41 & 42, be, and hereby it is, determined to be the lowest and best of all said bids for the performance of the work of said construction sections, and is accepted; and that each of the chairman and the executive director be, and each of them hereby is, authorized (1) to execute a contract with said successful bidder in the form heretofore prescribed by the commission, pursuant to the aforesaid

bid and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the commission by and in its resolutions No. 69-1952 and No. 480-1953, and meeting the requirements of either of the said resolutions, (2) to return to all other bidders the bid security furnished by each of them respectively, (3) to return said successful bidder's bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

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

Ayes: Teagarden, Allen, Linzell, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

Resolution No. 529-1953, ratifying actions of administrative officers, was moved for adoption by Mr. Linzell, seconded by Mr. Teagarden, as follows:

# Resolution No. 529-1953

"WHEREAS the executive director, executive assistant, chief engineer, general counsel, assistant secretary-treasurer, comptroller, chief of the right-of-way section, and director of information and research of the Commission have, by various written and oral communications, fully advised the members of the Commission with respect to their official actions taken on behalf of the Commission since the Commission's last meeting, including, but in no wise limited to, the action of the chief engineer and general counsel in issuing all addenda to contract documents, and the Commission

has duly reviewed and considered the same;

NOW, THEREFORE, BE IT

RESOLVED that all official actions taken by the aforesaid administrative officers of the Commission on its behalf since the Commission's meeting on November 24, 1953, are hereby ratified, approved, and confirmed."

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

Ayes: Linzell, Teagarden, Allen, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Chairman said that the Commission expected to meet in special session on December 22, 1953, and at that time to make awards upon all remaining contracts for the construction of Ohio Turnpike Project No. 1 save the four miles at Elyria.

There being no further business to come before the Commission, a motion was made by Mr. Teagarden, seconded by Mr. Linzell, that the meeting adjourn subject to call of the Chairman.

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

Ayes: Teagarden, Linzell, Allen, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 12:29 o'clock P.M.

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

A. J. Allen, Secretary-Treasures