

MINUTES OF THE EIGHTY-FOURTH MEETING  
APRIL 20, 1954

The Ohio Turnpike Commission met in regular open session in its offices at 139 East Gay Street in Columbus, Ohio, at 11:15 o'clock A. M. on April 20, 1954, 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: Allen, Linzell, McKay, Teagarden, Shocknessy.

Absent: None.

The Chairman declared that a quorum was present.

A motion was made by Mr. Teagarden, seconded by Mr. Linzell, that the minutes for the meeting of December 22, 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 responded to roll call. The vote was as follows:

Ayes: Teagarden, Linzell, Allen, McKay, Shocknessy.

Nays: None.

The Chairman declared the motion carried.

A motion was made by Mr. Teagarden, seconded by Mr. Linzell, that the minutes for the meeting of January 15, 1954, 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 responded to roll call. The vote was as

follows:

Ayes: Teagarden, Linzell, Allen, McKay, Shocknessy.

Nays: None.

The Chairman declared the motion carried.

A motion was made by Mr. Teagarden, seconded by Mr. Linzell, that the minutes for the meeting of February 9, 1954, 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 responded to roll call. The vote was as follows:

Ayes: Teagarden, Linzell, Allen, McKay, Shocknessy.

Nays: None.

The Chairman declared the motion carried.

A motion was made by Mr. Linzell, seconded by Mr. Allen, that the minutes for the meeting of March 9, 1954, 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 responded to roll call. The vote was as follows:

Ayes: Linzell, Allen, McKay, Teagarden.

Nays: None.

Not Voting: Shocknessy.

The Chairman declared the motion carried. He explained that he had not voted because he had not been present at the meeting of March 9, 1954.

The Chairman reported that on March 11, 1954, the Vice Chairman and the Executive Assistant had been in Florida for a conference at Miami with authorities of other

states who were responsible for the construction of toll roads, and that they had already advised the Commission by letter of the incidents of the conference. The Chairman reported that on April 15, 1954, the Supreme Court of Ohio had advised Counsel for the Commission and Counsel for the City of Elyria that the court would grant a rehearing pursuant to the Commission's application upon the demurrer which the Commission had filed and which the court had overruled on March 31, 1954. He said that the argument of that case had been set for April 22, 1954. The Chairman said that, if it was agreeable to the Commission, pursuant to the by-laws the Chairman might postpone the May meeting to a suitable and agreeable date later in the month than the first Tuesday and that the meeting in that case would be held some place in northeastern Ohio so that the Commission might undertake an inspection of the whole turnpike construction beginning at the Pennsylvania line and proceeding to the Indiana line. All of the members said that they were in agreement. They indicated approval of May 18 as the date for the meeting.

The Assistant Secretary-Treasurer reported for the Secretary-Treasurer that since the last meeting the following had been sent to all members:

1. Draft of the minutes for the January 15 meeting, mailed March 18, 1954.
2. Draft of the minutes for the February 9 meeting, mailed March 26, 1954.
3. Report on investment transactions during March, mailed April 1, 1954.
4. Unaudited Financial Report as of March 31, mailed April 8, 1954.
5. Draft of the minutes for the March 9 meeting, mailed April 9, 1954.

He said that during March the Comptroller's department had completed an accounting manual of all forms and procedures and that copies had been sent to the Indiana Toll Road Commission, the Consulting Engineer, the

Commission's Auditor, and the Auditor of State's office. He said that Peat, Marwick, Mitchell & Company, Auditor for the Commission, was just completing the audit for the quarter ended March 31, 1954. He said that the Auditor of State had four men full time in the Commission's office with a fifth man part time.

The Assistant Secretary-Treasurer reported that income from investments for the period ended March 31, 1954, was \$10,643,000 compared to the original estimate for the same period of \$5,571,000, or a gain of \$5,072,000. He said that the income during the month of March had been \$536,000 and was equivalent to a yield of approximately 2-1/2 percent based on the cost of the securities held during March. He said that currently the Commission held no securities with a maturity before June 1, 1954, and that, therefore, the Co-trustee had been required to sell something prior to maturity as funds were required. The Comptroller said that two such sales had been made in April under satisfactory conditions. He said that on April 5 the Co-trustee had sold \$1,949,000 principal amount of 2-5/8 percent certificates due June 1, 1954, at a profit equivalent to the interest which would have been earned if those certificates had been held to within four days of maturity and that on April 12, the Co-trustee had sold more of the same certificates at a profit which was \$300 in excess of the interest which would have been earned between the date of sale and maturity. He said that the yield on short term investments continued at around 1 percent, but that that was not hurting the Commission at the moment because it had no excess funds to reinvest. He said that the Commission might have to face that problem on June 1, 1954 and again on September 15, 1954, when it would have substantial maturities to cover fund requirements for the succeeding several months.

The Chairman said that the Secretary-Treasurer's report was received as offered.

The Executive Director reported that one of the subcontractors on Ohio Turnpike Project No. 1 which was doing a very considerable amount of work had been in

financial difficulty and had suspended work for a considerable period. He said that he understood that that firm had been refinanced or reorganized and that it was going ahead with the work.

The Executive Director reported that the Commission had sold a hundred and twenty-eight thousand pounds of scrap pieces of steel piling which had to be sold promptly because the access road to the scrap was being closed on Contract C-15A, which had been finished. He said that the highest price bid had been slightly under \$18 a ton and that only three bidders had participated although invitations had been sent out to about forty-five prospective bidders. He explained that he had taken the action because postponement would have meant that the Commission would not have had access to the scrap steel and would have lost it altogether.

The Executive Director reported that the Consulting Engineer was in process of negotiating with utility companies for service connections to various facilities such as service areas, toll plazas, maintenance buildings, etc. He said that several meetings had been held with representatives of the Director of Highway Safety and the State Highway Patrol and that it had been agreed that police patrolling Project No. 1 would operate and have space in three of the maintenance buildings: Nos. 2, 5, and 7. He said that headquarters for the police division, by whomever it might be operated, would be in the Commission's headquarters building at Strongsville. He said that plans for the maintenance buildings had been revised to take care of the police requirements and that, therefore, it would be unnecessary to build barracks buildings as originally had been contemplated for sleeping quarters since the patrolmen would be privately housed off the turnpike. The Executive Director said that Colonel Mingle of the State Highway Patrol had submitted a very comprehensive study in which he had gone into minute detail in regard to personnel requirements, uniforms, equipment, motors, etc. The Executive Director said that the report would be reproduced and sent to the members of the Commission as soon as the Consulting Engineer, the General Counsel, and he had completed their studies of it.

The Executive Director reported that results of the conferences held in Cleveland in February with representatives of the Consulting Engineer, the Contracting Engineers, the Testing Engineers, and the principal contractors had proved beneficial and salutary. He said that practically all of the

problems presented at the Cleveland conferences had been issued to contracting engineers on matters pertaining to administrative procedures, change orders, extra work orders, construction items for which changes had been recommended, and the testing of materials. He said that one major change in the matter of administrative policy and the handling of change orders had given the contracting engineers increased authority as the representatives of the Chief Engineer in making prompt decisions on many matters which heretofore had had to be referred to the Consulting Engineer and then to the Chief Engineer for decision with resultant lengthy delays at times. He said that the Chief Engineer, however, still retained the right to review such decisions and to re-evaluate the cost that had been determined upon for the work. He said that all work that would be performed by the contractors subsequent to notification of any change or decision by the Chief Engineer would be paid for at adjusted prices determined by the Chief Engineer. He said that this change in policy was expected not only to speed up decisions but to prevent delays and perhaps later claims by the contractor for damages resulting therefrom.

The Executive Director reported that contract arrangements had been made with several well-drilling firms to determine the availability of water at the service station sites where the water supply had been questionable. He said that the Consulting Engineer had advised him that all such determinations would be completed by around the middle of May.

The Executive Director reported that two more engineers had been employed for field work. He said that one was Karl Yost, who had a splendid background in highway engineering and design and construction, including sixteen years with Ohio County and State Highway Departments and extensive work in dam construction. He said during World War II Yost had been associated with contractors and consulting engineering firms in the construction of numerous air fields for the United States Air Force, and had recently been employed as a design engineer on the New York Thruway. He said that the other engineer newly employed was Harry D. Metcalf, former service director of the City of Columbus,

who would join the Commission staff on May 3, 1954. He said that Metcalf had been associated with highway engineering for many years and had served as a captain in World War I. He said that Metcalf had been at one time a division engineer in the Ohio Department of Highways, and had later been a chief engineer of the Bureau of Maintenance. He said that each would be assigned as field representative in certain design sections, and that the Engineering Department was considering two more engineers for field work.

The Executive Director reported that he had mailed to each member an accumulative tabulation which showed total and anticipated increases of \$1,334,348.73 in construction costs over contract awards. He said that he anticipated that the bulk of such increased costs would be in grading and structure construction and that later increases would be comparatively minor compared to the earthwork difficulties that were constantly being encountered in northern Ohio.

The Executive Director reported the possibility that the Commission might save a very appreciable amount in connection with a railroad grade separation which he did not identify. He explained that he had written directly to the Chief of Staff of the Army seeking the support of the Army for the Commission's stand in the dispute between the Commission and the railroad company involved. He said that the Commission had received an indication that the Army would hold that the track in the right-of-way involved had reverted to Government ownership and that the Government would probably grant the Commission an easement.

The Executive Director reported that it had been determined that service area No. 1 should be located in Construction Section C-1 rather than in Construction Section C-2 because little rock would be encountered at the site in C-1.

The Executive Director reported that contracts for construction of the first three toll plazas at the eastern end of Project No. 1 would be advertised for letting within a few days. He said that specifications for the three construction jobs had been mimeographed in the Commission's reproduction department at a cost of between twenty-five cents and thirty cents per document and that the Commission had saved many thousands of dollars by mimeographing instead of printing the specifications.

The Executive Director said that construction progress had been adversely affected during the month of March because of inclement weather with the result that the work completed was only 72 percent of that which had been scheduled to be performed. He said that he was not at all concerned about the lack of progress during that period as it could easily be made up with good working conditions.

The Executive Director reported that, following agreement with the Superintendent of the State Highway Patrol on space requirements for police in certain maintenance buildings, the architects had been notified on April 7, 1954, to complete plans for the maintenance buildings. He said that he had been advised by the Consulting Engineer that that might require as long as six weeks so that those facilities might not be under contract before July 1, 1954. He said that he was concerned that the maintenance building at the easterly end of the turnpike might not be completed by December 1, 1954, when the Commission expected to open the expedited section although it would be far enough along so that the Commission would be able to store equipment and have some space available to take care of Commission personnel.

The Executive Director reported that plans were being prepared by the Contracting Engineers for lighting of interchanges and service areas, and that eight or nine sets of plans already had been delivered to the Consulting Engineer for review. He said that the specifications had been essentially prepared and probably would be mimeographed by the Commission's reproduction department.

The Executive Director reported that the day previous a conference had been held with representatives of Bellman, Gillett & Richards, architect for a service area building, to consider some of the proposed architectural changes in the service area building. He said that the changes were quite minor and that the Architect had been directed to proceed with the final detailed drawing. The Executive Director said that



the Architect's representatives had stated that two to three months time would be required to accomplish the changes but that the work would be expedited. He said that although the same type of building would be used at each of the initial service areas it would have to be fitted into each selected site, and that the requirements for utilities would vary with each site. The Executive Director said that no contract had been entered into for the engineering and supervision of construction and that it had been the plan that the Contracting Engineers would have charge of the earthwork only. He said that the firm of Bellman, Gillett & Richards would advise the Commission later that week as to whether or not that firm would be able to undertake any engineering and supervision of construction and, if so, what its fees would be.

The Executive Director reported that the General Counsel was preparing specifications for restaurant and service station concessions. He said that the essentials of the specifications had been approved by the Commission's Service Area Committee and included the following:

Service Stations:

- (a) To be leased in pairs, one on either side of the road with no one petroleum company permitted to operate more than three pairs.
- (b) No concessionaire to operate adjacent stations.
- (c) Leases to run for five years with a renewal clause or for a longer period, perhaps seven or eight years, with provision for termination at the end of five years. The Executive Director said that the Service Area Committee had

avored a five-year lease.

Restaurants:

- (a) Operators to be three in number; the  
restaurants to be let in pairs as follows:  
Areas 1, 2, and 3, which would mean six  
restaurants; areas 4 and 5, which would  
mean four restaurants; and areas 6, 7, and  
8, which would mean six restaurants.

- (b) Lease to be for ten years with provision for  
cancellation at the end of five years.

Truck Stations:

The Consulting Engineer had been directed to  
develop general plans and layout for two truck  
stations.

The Executive Director said that the question of  
financing truck stations was still unresolved. He said that it would  
appear that the Commission was undertaking all the additional  
construction over and above that originally provided for in the  
Trust Indenture that it could contemplate when it assumed the  
construction of the sixteen initial service areas.

The Assistant General Counsel reported for the  
General Counsel, who was on vacation, that special provisions for  
the toll plazas contracts and a typical form of agreement had been  
mailed to the members on April 16, 1954. She said that the  
special provisions were then before the Commission and she  
handed to the Commission a letter of recommendation signed by  
the Executive Director, the Consulting Engineer, the Chief  
Engineer, and the Assistant General Counsel recommending the  
approval of the special provisions, which would be applicable to

all of the toll plazas contracts.

Resolution No. 76-1954, adopting special provisions for toll plazas contracts in general, was moved for adoption by Mr. Allen, seconded by Mr. Linzell, as follows:

"WHEREAS there are before this meeting the Special Provisions for Tollplaza Contracts in General which, together with the General Specifications for Ohio Turnpike Project No. 1, are intended to comprise a part of the contract documents for each toll-plaza contract and to be subject to modification and amplification by other contract documents applicable only to the individual toll-plaza contract concerned;

WHEREAS the Commission has duly and fully considered the same;

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby approves, adopts, and ratifies the special provisions before it at this meeting, being for and in connection with the toll plazas for Ohio Turnpike Project No. 1; provided, that any changes which are in the nature of adding or changing headings, captions, tables of contents, and style of writing, or in the nature of filling in blank spaces, or correcting typographical, clerical, or arithmetical errors may be made upon the authorization of either the executive director, chief engineer, or general counsel."

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

Ayes: Allen, Linzell, Teagarden, McKay, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Assistant General Counsel reported that by letter dated April 15, 1954 and addressed to the Commission the legal department had given a brief history of the claim of the Horvitz Company in connection with Contract C-15A and had further informed the Commission that it might lawfully waive the provision of paragraph 9.07 of Contract C-15A entered into between the Commission and the Horvitz Company as it respected that claim.

Resolution No. 77-1954, pertaining to partial waiver of paragraph G-9.07 of Contract C-15A, was moved for adoption by Mr. Linzell, seconded by Mr. McKay, as follows:

"WHEREAS The Horvitz Company, contractor under Contract C-15-A, has completed the work required of it under said contract and has refused to accept final payment thereunder except upon condition that the Commission agree that acceptance thereof shall not prejudice its right to assert a claim for damages;

WHEREAS the Commission considers that it is desirable in the interest of the Commission to waive that part of §G-9.07 of the aforesaid contract which provides that the acceptance of final payment shall operate as a release to the Commission from all claims and liabilities; such waiver to be effective, however, only to permit the contractor to assert by legal means his claim in the amount of \$35,793.41 plus interest, which claim is based on an alleged failure of the Commission to provide right of way in claimed violation of the contract; and

WHEREAS the Commission has been advised by its assistant general counsel that it may lawfully make such waiver, and the Commission's executive director, chief engineer, and consulting engineer have recommended that it do so;

NOW, THEREFORE, BE IT

RESOLVED that the Commission shall, and hereby it does, waive §G-9.07 of Contract C-15-A to the extent and only to the extent that The Horvitz Company, contractor under said contract, shall be entitled to assert the aforementioned claim in the amount of \$35,793.41, plus any interest claimed

thereunder, notwithstanding the following language contained therein:

"\*\*\*The acceptance by the Contractor of final payment shall operate as a release to the Commission from all claims and liabilities of every type and nature owing to the Contractor in connection with the performance of the Contract.";

FURTHER RESOLVED that the comptroller be, and hereby he is, authorized to make final payment under said contract of the amount certified to him as due thereunder and to notify The Horvitz Company of this waiver by sending to it an authenticated copy of this resolution; and

FURTHER RESOLVED that the waiver hereby effected does not constitute an admission of liability by the Commission upon said claim or any part thereof or of any allegations of fact which have been made in support thereof."

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

Ayes: Linzell, McKay, Allen, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Assistant General Counsel reported that the legal department had prepared a resolution which was in conformity with the recommendation of the Consulting Engineer that the Commission employ the services of a restaurant consultant to advise and consult with the staff of the Commission in the formulation of plans for the establishment of restaurant facilities along Ohio Turnpike Project No. 1. She said that the resolution as drafted provided that the Executive Director might enter into such a contract provided, however, that any contract entered into under that authority be subject to the approval of the Commission's Consulting Engineer and its General Counsel.

Resolution No. 78-1954, authorizing the Executive Director to employ the services of a restaurant consultant, was moved for adoption by Mr. Allen, seconded by Mr. Teagarden, as follows:

"WHEREAS the Commission has considered the desirability of employing the services of a restaurant consultant to advise and consult with representatives and committees of the Commission in connection with the formulation of plans for the establishment of restaurant facilities to be located in the various service areas on Ohio Turnpike Project No. 1; and

WHEREAS the Commission's consulting engineer has recommended the employment of such consultant and the Commission has duly and fully considered the same;

NOW, THEREFORE, BE IT

RESOLVED that the Commission's executive director be, and he hereby is, authorized, on behalf of the Commission, to employ a restaurant consultant for the furnishing of services in connection with the formulation of plans for the establishment of restaurant facilities on Ohio Turnpike Project #1; provided, however, that any contract entered into pursuant to the authority herein granted shall be subject to the approval of the Commission's consulting engineer and its general counsel."

The Executive Director said that the members of the Service Area Committee were agreed that no one of them felt qualified to prepare specifications for the restaurants and that the Committee wanted to obtain advice and to learn what was the common practice of other turnpike authorities. Mr. Allen said that the committee appointed by the Ohio Hotels Association to confer with the Commission had strongly recommended that a restaurant consultant be employed.

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

Ayes: Allen, Teagarden, Linzell, McKay,  
Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Assistant General Counsel reported that the next resolution for consideration was one which authorized the Executive Director to enter into a supplemental contract with Bellman, Gillett & Richards, Architect for the service area.

The Chief Engineer advised the Commission that about a year previously the firm of Bellman, Gillett & Richards had been authorized to proceed in stage No. 1 preliminary presentation of a proposed combination restaurant and service station building. He said that upon approval of that preliminary plan the Architect had been authorized to proceed with the preliminary design. He explained that the contract with Bellman, Gillett & Richards contemplated a fee of 3 percent of the cost of the building broken down into three stages: a preliminary presentation, a preliminary design, and finally the completed detailed plans and detailed specifications. He said that stages 1 and 2 had been completed satisfactorily. The Chief Engineer said that subsequent thereto consideration had been given to separate restaurant and service station buildings and later to another service area building which would more or less be compatible to the other buildings to be constructed on the turnpike. He said that the point had been reached at which the Consulting Engineer, as the result of an effort to bring about a compatibility of the buildings, had prepared a stage 1 similar to that prepared by Bellman, Gillett & Richards on the first building.

The Chief Engineer said that the stage 1 prepared by the Consulting Engineer was for the third pair of buildings, that the work had been found satisfactory, and that preparation of the preliminary design and outline specifications could now proceed. He said that the contract the Commission had with Bellman, Gillett & Richards did not provide for paying that firm for a stage 2 for a second set of buildings. He said that, should the resolution before the Commission be adopted, the Commission could, after the completion of the stage 2, drop back to the original contract under the stage 3, i. e., the detailed specifications and detailed design. He said that the Comptroller had raised the question as to payment under the original contract for the additional second stage 2 and that the Assistant General Counsel had agreed that a supplemental agreement would be

necessary in order to proceed with the work. He said that the Consulting Engineer, the Executive Director, the Assistant General Counsel, and he recommended the adoption of the resolution.

Resolution No. 79-1954, authorizing the Executive Director to enter into a supplemental contract, on behalf of the Commission, with Bellman, Gillett & Richards, Architects, was moved for adoption by Mr. Teagarden, seconded by Mr. Allen, as follows:

"WHEREAS a contract for the performance of certain architectural services was entered into between the Commission and Bellman, Gillett & Richards, architects, on May 20, 1953; and

WHEREAS certain situations not contemplated by the parties thereto at the time of the execution of said contract have now arisen and both parties now deem it advisable to supplement the provisions of the aforesaid contract;

NOW, THEREFORE, BE IT

RESOLVED that the executive director be, and he hereby is, authorized to enter into a supplemental agreement, for and on behalf of the Commission, with Bellman, Gillett & Richards, architects, a general partnership, formed under the laws of the state of Ohio, providing for the payment for such extraordinary services as may be required; provided, however, that said contract shall be subject to the approval of the commission's consulting engineer and its general counsel."

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

Ayes: Teagarden, Allen, McKay, Linzell, Shocknessy.

Nays: None.



The Chairman declared the resolution adopted.

The Assistant 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 recommendations of the Chief Engineer and the Chief of the Right-of-way Section, and the Assistant 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 Assistant General Counsel.

Resolutions Nos. 80-1954, 81-1954, 82-1954, and 83-1954, 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. 80-1954

"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:

<u>Owner(s)</u>	<u>Place of Residence</u>
John Camper	R. D. #1, Genoa, Ohio

<u>Owner(s)</u>	<u>Place of Residence</u>
Nettie Camper	R. D. #1, Genoa, Ohio
Ed Linkey	County Road #30 Woodville Township Sandusky County, Ohio
County Auditor of Sandusky County	Sandusky County Court House, Fremont, Ohio
County Treasurer of Sandusky County	Sandusky County Court House Fremont, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 64-D -- Fee Simple

Situated in the Township of Woodville, County of Sandusky and State of Ohio and known as being part of Original Woodville Township Section No. 15, Town 6 North, Range 13 East and being all that part of the lands described in the deed to John Camper, dated June 5, 1945 and recorded in Volume 161, Page 187 of Sandusky County Deed Records lying within a strip of land 280 feet wide between parallel lines, the Northeasterly line of said strip being parallel to and distant 140 feet Northeasterly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plats recorded in Volume 9, Pages 42 and 43 of Sandusky County Map Records, and the Southwesterly line of said strip being parallel to and distant 140 feet Southwesterly, 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 above-described real estate, 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. 81-1954

"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:

<u>Owner(s)</u>	<u>Place of Residence</u>
Lulu M. Hake	R. F. D. #3 Edon, Ohio
Henry S. Hake	R. F. D. #3 Edon, 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 Nos. 1-A & A(1) -- Fee Simple

Situated in the Township of Northwest, County of Williams and State of Ohio and known as being part of Original Northwest Township Section No. 5, Township 10 South, Range 4 West, and being all that part of the lands described in the

deed to Henry S. Hake and Lulu M. Hake, dated September 9, 1929, and recorded in Volume 132, Page 122 of Williams County Deed Records, bounded and described as follows:

Beginning on the Westerly line of land described in the deed as aforesaid, at its intersection with a line parallel to and distant 140 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, Page 43 of Williams County Map Records; thence Easterly along said parallel line to the Easterly line of land described in the deed as aforesaid; thence Northerly along said Easterly line to a line parallel to and distant 135 feet Northerly of, measured on a line normal to, said center line of Ohio Turnpike Project No. 1; thence Westerly parallel to said center line to a line drawn Northerly, normal to said center line of Ohio Turnpike Project No. 1 from Station 32+30; thence Northerly on said normal line to a line parallel to and distant 200 feet Northerly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1 as aforesaid; thence Westerly, parallel to said center line to the Westerly line of land described in the deed as aforesaid; thence Southerly along said Westerly line to the place of beginning.

Parcel No. 1-A(2) -- Permanent Easement for Highway Purposes.

Situated in the Township of Northwest, County of Williams and State of Ohio, and known as being part of Original Northwest Township Section No. 5, Township 10 South, Range 4 West, and being all that part of the lands described in the deed to Henry S. Hake and Lulu M. Hake, dated September 9, 1929, and recorded in Volume 132, Page 122 of Williams County Deed Records, bounded as follows:

Easterly by the center line of Fish Creek Road;  
Southerly by a line drawn Westerly, at right angles to said center line of Fish Creek Road, from a point distant 430.85 feet Southerly, measured along said center line, from its intersection with the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 44 of Williams County Map Records;

Northerly by the Southerly line of land described in the deed to Henry Hake, dated March 25, 1937, and recorded in Volume 142, Page 286 of Williams County Deed Records; and

Westerly by a line drawn from a point distant 30 feet  
2153.

Westerly, measured at right angles, from a point on the center line of Fish Creek Road, distant 430.85 feet Southerly, measured along said center line, from its intersection with the center line of Ohio Turnpike Project No. 1, as aforesaid, to a point distant 65 feet Westerly, measured at right angles, from a point on the center line of Fish Creek Road, distant 146.85 feet Southerly, measured along said center line, from the center line of Ohio Turnpike Project No. 1.

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

Parcel No. 1-A(3) -- Temporary Easement for Détour Purposes.

Situated in the Township of Northwest, County of Williams and State of Ohio, and known as being part of Original Northwest Township Section No. 5, Township 10 South, Range 4 West, and being all that part of the lands described in the deed to Henry S. Hake and Lulu M. Hake, dated September 9, 1929 and recorded in Volume 132, Page 122 of Williams County Deed Records, bounded and described as follows:

Beginning on the center line of Fish Creek Road, said center line being also the Easterly line of land described in the deed as aforesaid, at a point distant 430.85 feet Southerly, measured along said center line, from its intersection with the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 44 of Williams County Map Records; thence Westerly at right angles to said center line of Fish Creek Road, 30 feet to a point; thence Northerly on a "straight line" to the Southerly line of land described in the deed to Henry Hake, dated March 25, 1937, and recorded in Volume 142, Page 286 of Williams County Deed Records, which "straight line" if prolonged would intersect a point distant 65 feet Westerly, measured at right angles, from a point on the center line of Fish Creek Road, distant 146.85 feet Southerly, measured along said center line, from the center line of Ohio Turnpike Project No. 1; thence Westerly along said Southerly line of land described in the deed to Henry Hake as last aforesaid, to a line parallel to and distant 100 feet Westerly, measured at right angles, from the center line of Fish Creek Road; thence Southerly on said

parallel line to a point distant 100 feet Westerly, measured at right angles, from a point on the center line of Fish Creek Road, distant 430.85 feet Southerly, measured along said center line, from the center line of Ohio Turnpike Project No. 1; thence Southeasterly to a point distant 30 feet Westerly, measured at right angles, from a point on the center line of Fish Creek Road, distant 531.85 feet Southerly, measured along said center line, from the center line of Ohio Turnpike Project No. 1; thence Easterly on said right angle line, 30 feet to the center line of Fish Creek Road; thence Northerly along said center line to the place of beginning.

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

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 Nos. 1-A & A(1), 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. 82-1954

"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:

<u>Owner(s)</u>	<u>Place of Residence</u>
Henry Hake, also known as Henry S. Hake	R. F. D. #3, Edon, Ohio
Lulu M. Hake	R.F.D.#3 Edon, 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. 1-D -- Fee Simple

Situated in the Township of Northwest, County of Williams, and State of Ohio, and known as being part of Original Northwest Township Section No. 5, in Town 10 South, Range 4 West, and being all that part of the lands described in the Deed to Henry Hake, dated March 25, 1937, and recorded in Volume 142, Page 286 of Williams County Deed Records, lying within a strip of land 270 feet wide between parallel lines, the Northerly line of said strip being parallel to and distant 130 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, Page 44 of Williams County Map Records, and the Southerly line of said strip being parallel to and distant 140 feet Southerly, measured on a line normal to said center line.

Parcel No. 1-D(1) -- Permanent Easement for Highway Purposes.

Situated in the Township of Northwest, County of Williams and State of Ohio, and known as being part of Original Northwest Township Section No. 5, Township 10 South, Range 4

West, and being all that part of the lands described in the deed to Henry Hake, dated March 25, 1937, and recorded in Volume 142, Page 286 of Williams County Deed Records, bounded as follows:

Easterly by the Easterly line of land described in the deed as aforesaid;

Westerly by a line parallel to and distant 42 feet Westerly, measured at right angles, from the Easterly line of land described in the deed as aforesaid;

Southerly by a line parallel to and distant 130 feet Northerly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 44 of Williams County Map Records; and

Northerly by the Southerly line of Lot No. 9 in the Columbia Village Plat recorded in Volume 1, Page 17 of Williams County Map Records.

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

Parcel No. 1-D(2) -- Permanent Easement for Highway Purposes.

Situated in the Township of Northwest, County of Williams and State of Ohio, and known as being part of Original Northwest Township Section No. 5, Town 10 South, Range 4 West, and being all that part of the lands described in the deed to Henry Hake, dated March 25, 1937 and recorded in Volume 142, Page 286 of Williams County Deed Records, bounded and described as follows:

Beginning on the Easterly line of land described in the deed as aforesaid, said Easterly line being also the center line of Fish Creek Road, at its intersection with a line parallel to and distant 140 feet Southerly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 44 of Williams County Map Records; thence Westerly on said parallel line to a point distant 65 feet Westerly, measured at right angles, from the Easterly line of land described in the deed as aforesaid; thence Southeasterly on a "straight line" to the Southerly line of land described in the deed as aforesaid, which "straight line" if prolonged would intersect a point distant 30 feet Westerly, measured at right angles, from a point on the center line of Fish Creek Road, distant 430.85 feet Southerly, measured along said center line, from the center line of Ohio Turnpike Project No. 1, as aforesaid; thence Easterly along the Southerly line of



land described in the deed as aforesaid to the center line of Fish Creek Road; thence Northerly along said center line to the place of beginning.

Parcel No. 1- D(3) -- Temporary Easement for Detour Purposes.

Situated in the Township of Northwest, County of Williams and State of Ohio, and known as being part of Original Northwest Township Section No. 5, Town 10 South, Range 4 West, and being all that part of the lands described in the deed to Henry Hake, dated March 25, 1937, and recorded in Volume 142, Page 286 of Williams County Deed Records, bounded as follows:

Easterly by a line parallel to and distant 42 feet Westerly of, measured at right angles to, the center line of Fish Creek Road;

Westerly by a line parallel to and distant 100 feet Westerly of, measured at right angles to, the center line of Fish Creek Road;

Northerly by the Southerly line of Lot No. 9 in the Columbia Village Plat recorded in Volume 1, Page 17 of Williams County Map Records, and

Southerly by a line parallel to and distant 130 feet Northerly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 44 of Williams County Map Records.

Parcel No. 1-D(4) -- Temporary Easement for Detour Purposes.

Situated in the Township of Northwest, County of Williams and State of Ohio, and known as being part of Original Northwest Township Section No. 5, Town 10 South, Range 4 West, and being all that part of the lands described in the deed to Henry Hake, dated March 25, 1937 and recorded in Volume 142, Page 286 of Williams County Deed Records, bounded and described as follows:

Beginning on the Easterly line of land described in the deed as aforesaid, said Easterly line being also the center line of Fish Creek Road at its intersection with a line parallel to and distant 140 feet Southerly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 44 of Williams County Map Records;

thence Westerly along said parallel line to a point distant 65 feet Westerly, measured at right angles, from said center line of Fish Creek Road, said point being the principal place of beginning; thence Southerly on a "straight line" to the Southerly line of land described in the deed as aforesaid, which "straight line" if prolonged would intersect a point distant 30 feet Westerly, measured at right angles, from a point on the center line of Fish Creek Road, distant 430.85 feet Southerly, measured along said center line, from the center line of Ohio Turnpike Project No. 1; thence Westerly along the Southerly line of land described in the deed as aforesaid, to its intersection with a line parallel to and distant 100 feet Westerly, measured at right angles, from the center line of Fish Creek Road; thence Northerly parallel to said center line to said line parallel to and distant 140 feet Southerly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1 as aforesaid; thence Easterly on said parallel line to the principal 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 parcel described above as Parcel No. 1-D, 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 land."

Resolution No. 83-1954

"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 following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
Lester C. Briner	R. F. D. Montpelier, Ohio
Dora H. Briner	R. F. D., Montpelier, Ohio
The Farmers and Merchants State and Savings Bank	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. 11-A - 12-E(3) -- Permanent Easement for  
Drainage 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. 31, Town 8 North-Range 3 East, and bounded as follows:

Northerly by the Northerly line of said Section No. 31; Southerly by a line parallel to and distant 105 feet Northerly of, measured at right angles to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 5, Page 24 of Williams County Map Records; Westerly by the Westerly line of the East one-half of the Northeast one-quarter of said Section No. 31 and Easterly by a line drawn parallel to and distant 50 feet Easterly of, measured at right angles to, a line drawn Northerly from

Turnpike centerline Station 688+20 at an angle of 70° with said centerline measured from East to North."

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

Ayes: Linzell, Teagarden, McKay, Allen, Shocknessy.

Nays: None.

The Chairman declared the resolutions adopted.

The Assistant General Counsel reported that since the Commission's last meeting thirty-seven condemnation cases had been concluded, bringing the number of cases concluded to a total of approximately 73 percent of all cases in condemnation. She said that since the Commission's last meeting there had been also a decrease of thirty-seven in the total number of cases in controversy. She said that eighty-five mainline or supplemental parcels had been listed in condemnation as unavailable as of April 17, 1954. She said that that figure probably would soon drop to sixty-three because several of the parcels were in process of settlement. She said that of the sixty-three parcels, sixteen were in Construction Section C-23, and that seven of those were mainline parcels. The Assistant General Counsel said that the Chief Justice of the Supreme Court of Ohio had sent an additional judge, Judge Tudor of Hardin County, into Lorain County, and that trial dates had been fixed continuously through the month of May in Lorain County for the hearing of condemnation cases filed by the Commission and that as far as Lorain County was concerned all of the cases involving parcels outside of the city of Elyria could, in all probability, be settled within a very short time so that only the cases within Construction Section C-23 would remain to be tried.

The Chairman inquired as to what was going on in Sandusky County while Judge Baumann was sitting by assignment in Franklin County. The Assistant General Counsel replied that one case in Sandusky County known as the Waggoner case, involving one mainline and two supplemental parcels in Construction Section C-40, had been set for trial but had been

continued because of Judge Baumann's trip to Columbus. The Chairman responded that he thought judges did not take assignments outside their own county when they had business there. The Assistant General Counsel said that the Waggoner case had been ready for trial at least three weeks and that Judge Baumann had been in Columbus about ten days. She said that acquisition of a mainline parcel in Sandusky County was being delayed because there was no judge there to hear the case.

The Chief of the Right-of-way Section reported that there were currently in negotiation only three mainline parcels. He said that one of those was the parcel which the Executive Director had spoken of, that another was the Pennsylvania Railroad grade separation east of Hudson concerning which he had been informed by the railroad that it would be approved by the railroad's board of directors at the April meeting of the board, and that the third parcel was one in Maumee and was an old canal parcel owned by the City of Maumee. He said that there appeared to be no controversy over the Maumee parcel but that the Commission did not yet have the deed. He said that there were twenty-six supplemental parcels in negotiation of which nine had been added recently. He said that land for service areas was not included in his compilation. He said that very little land acquisition had been done in connection with service areas due mainly to the fact that the boundaries for the areas had not been definitely determined.

The Executive Director reported that a committee consisting of a representative of the Consulting Engineer, of the Chief Engineer, and the Comptroller had presented a report in which two systems for the interim collection of tolls on the expedited section had been proposed. He said that system A was a simple plan utilizing only cash registers with fare flashers; and that system B utilized tabulating cards, time stamps, treadles, and remote recorders. He said that he understood that the Commission was in accord with the recommendation of the committee that system A be adopted. He said that neither system was completely foolproof and that system A would save the Commission, according to the

committee study, approximately six thousand dollars a month and that he thought that system A would suffice for the purpose. He said that the actual tolls, as recommended, would be considered later by the Commission in order that official action might be taken on them.

The Chairman said that the record could show that the Commission had given its consent to the use of system A.

Resolution No. 84-1954, ratifying actions of administrative officers, was moved for adoption by Mr. Teagarden, seconded by Mr. Allen, as follows:

"WHEREAS the executive director, executive assistant, chief engineer, general counsel, assistant 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, and the Commission has duly reviewed and considered the same;

NOW, THEREFORE, BE IT

RESOLVED that all official actions taken by the afore-said administrative officers of the Commission on its behalf since the Commission's meeting on March 9, 1954, are hereby ratified, approved, and confirmed."

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

Ayes: Teagarden, Allen, McKay, Linzell, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

There being no further business to come before the Commission, a motion was made by Mr. Teagarden, seconded

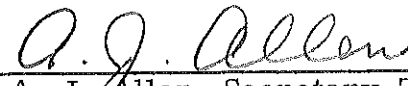
by Mr. Linzell, that the meeting adjourn subject to the call of the Chairman. A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: Teagarden, Linzell, Allen, McKay, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 12:35 o'clock P. M.

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

  
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A. J. Allen, Secretary-Treasurer