

MINUTES OF THE EIGHTY-SIXTH MEETING
JUNE 8, 1954

Pursuant to call of the Chairman, the Ohio Turnpike Commission met in regular open session in its offices at 139 East Gay Street in Columbus, Ohio, at 11:08 o'clock A. M. on June 8, 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, McKay, Teagarden, Linzell, Shocknessy.

Absent: None.

The Chairman declared that a quorum was present.

The Chairman reported that the inspection trip which the Commission had made on May 18, 19 and 20, 1954, beginning immediately after the meeting of the Commission on May 18, 1954 in Petersburg, Ohio was one of the most successful ventures the Commission had undertaken. He said that the Commission had been hospitably received all the way across the state. He said that the inspection party had traversed approximately 350 miles off and on the right-of-way in order to make the inspection of the 241 miles of Ohio Turnpike Project No. 1, but that it had been quite a thrill for the Commission to be able to ride the right-of-way as extensively as it had, the dust and the bumps to the contrary notwithstanding. He said that the Governor of Ohio had joined the inspection party on the first day of the inspection trip and had indicated great satisfaction. He said that the last two days of the trip had been even more consoling to those members of the Commission who had been able to continue the trip after the first day. He said that Mr. Linzell and Mr. McKay had had to leave the party before the inspection trip had been concluded but that he could assure both of them that they would have been thrilled and encouraged on the second and third days even more than on the first. The Chairman said that the crossing of the Cuyahoga

River was an engineering undertaking that was not only vast and thrilling but was one of the most challenging engineering undertakings that had been tried in Ohio and that it certainly had given the members of the inspection party great satisfaction. He said that the contracting industry was entitled to commendation from the Commission for the success that it was enjoying. He said that with only two exceptions that were notable, the contracts were in very satisfactory posture and that the status of completion likewise was in satisfactory posture.

The Chairman said that the contract on Construction Sections 2 and 3 was not quite as satisfactory as to progress, and that because the Commission had not been satisfied with the appearance of those sections on the occasion of the inspection trip it had had the contractor come to Columbus for a conference with the staff of the Commission on the 27th and 28th of May, 1954. He said that just prior to the meeting, in the presence of the whole Commission, the Executive Director, the General Counsel and the Executive Assistant, the Chairman had talked on the telephone to that contractor. He said that in order that the meeting would have a record of the summary statement made by the Chairman of the Commission, as a conferee at the conference on May 28th, he would read the last statement that was addressed to Mr. D. W. Winkelman on the 28th:

"Well, now, before we close, I want it understood that we expect this job to be completed on time. We expect you to provide the equipment, the manpower, and whatever else is necessary, not excluding adequate management. You told me yesterday that you will put in whatever equipment is required to the extent of putting in whatever equipment we might think is required, so I'm counting that that stands. There is no reservation with respect to equipment. There is no reservation with respect to any of the incidents necessary for the completion of this contract and as soon as it's demonstrated that the performance that we seek and to which we are entitled is being given, I shall have a return of the

confidence that we had in you and in your firm when we awarded the contract, but until we see better performance than we have seen I cannot indicate any depth of confidence, and I would not indicate a depth of confidence unless I believed."

The Chairman said that Mr. Winkelman had replied, "I hope you would not. I know you would not." The Chairman said that he had told Mr. Winkelman on the telephone just prior to the meeting of the Commission that at that time, approximately eleven days after the conference the Commission staff had had with him, the Commission was still not satisfied with the address that he was making to that contract. The Chairman said that he had told him, without intending to challenge the integrity of his purposes, that the Commission was not going to tolerate a failure to perform that contract. The Chairman said that that contract must be performed on time in order to open the expedited section on December 1, 1954, and that the Commission expected to open that expedited section on December 1 and that the Commission had advised Mr. Winkelman that if he did not demonstrate an ability to complete that contract on time the Commission should expect the Standard Accident Insurance Co., his bondsman, to insure its completion. The Chairman said that the Commission had advised Standard Accident of the Commission's displeasure, which he said was the mildest term which he might use with respect to the Commission's feelings about the status of that contract. He assured the members of the Commission that the staff, headed by the Executive Director, was taking every possible step to police that contract. He said that practically hourly reports of progress were being received. He said that he did not consider and neither would the Commission consider that an inability to have adequate equipment on the job constituted a sufficient reason for not making progress.

The Chairman said that the contract immediately adjacent to the Winkelman contract, which was being performed by the Bero Engineering & Construction Company, and which had been awarded long after the Winkelman contract, was showing greater progress and substantial progress. He said that he did not want anything he was saying to be interpreted as a criticism of the whole contracting industry, that he was commending the whole contracting industry and that he was

taking exception only, on behalf of the Commission, to that one contract that was not showing the progress that the Commission considered it was entitled to. He said that there was just not any doubt that the Commission was going to get that progress.

Mr. McKay said that on the previous Friday he had gone into the intersection nearest the connection between construction sections 2 and 3 and had walked at least a half mile on the western end of section 2 and about three-quarters of a mile on the eastern end of section 3 and had been astonished to conclude that he did not think that progress on sections 2 and 3 was very much further ahead in terms of equipment and manpower than it had been when the Commission had met in Petersburg.

The Chairman reported that there had been some correspondence with the Governor on the subject of a conference at Cincinnati which the Cincinnati Enquirer had proposed be held by the Governors of Ohio, Indiana, and Kentucky. He said that he had had correspondence addressed to him as Chairman of the Commission by a Mr. William J. Reardon of Cincinnati apropos of such a meeting and that he had referred that to the Governor as Mr. Reardon had requested. He said that the Governor by letter which was dated June 4, 1954, had advised the Commission officially:

"By this time, you probably already learned through the newspapers that I arranged for a meeting to be attended, in Cincinnati, by Governors Craig, Wehterby, and myself. The general topics of discussion will be highways, turnpikes, Ohio River navigation, and probably Ohio River bridges. The meeting is to take place on June 22nd.

"My own opinion is that the Turnpike ought to have someone in attendance. Further details of the meeting will be given you at a later date."

The Chairman said that he had not learned about that meeting from the local newspapers as the Governor had suggested. He said that the letter of June 4 had not reached him until June 7, 1954. He said, however, that he had very

promptly replied to Governor Lausche and had told him that:

"Your letter of June 4 in reply to mine of May 12, and, I assume, in reply also to my several notes since the letter of May 12 also on the subject of communications received from Mr. William J. Reardon of Cincinnati was brought to my attention today at Mt. Carmel Hospital where I have been a patient for the past several days. I note that you have arranged a meeting to be attended by the Governors of Indiana and Kentucky and yourself at Cincinnati on June 22. The announcement which you mention about the meeting in the local papers must have been obscure because I missed it. You may be sure that if you would like to have someone from the Turnpike Commission to attend the conference we shall make every effort to arrange for the presence of someone acceptable to you. It is my personal belief that since our member Mr. A. J. Allen is resident in Cincinnati he would be the most suitable.

"Until further advices are received from you, however, I shall not request Mr. Allen to try to arrange to attend the conference in Cincinnati on the 22nd with you and the Governors of Indiana and Kentucky.

Very truly yours,

/s/

James W. Shocknessy
Chairman"

The Chairman said that he had sent a copy of that letter to Mr. Allen and had discussed it with him before the meeting that morning, and that he had also addressed Mr. Reardon the day previous so as to close his correspondence with him, as follows:

"Dear Mr. Reardon:

"The Governor has advised us officially under date of June 4, in a letter which arrived only this morning, however, that he is meeting in

"Cincinnati on the 22nd with the Governors of Indiana and Kentucky. In his letter of the 4th the Governor advised that the topics to be considered at the conference most likely would be 'highways, turnpikes, Ohio River navigation, and probably Ohio River bridges.' He said that in his opinion 'the Turnpike ought to have someone in attendance.' In making reply to the Governor today we advised him in our opinion that the 'someone in attendance' should be Mr. A. J. Allen our member from Cincinnati if Mr. Allen can make himself available on the day of the conference.

Very truly yours,

/s/

James W. Shocknessy
Chairman"

The Chairman said that so far as he was concerned, as Chairman of the Commission, the correspondence with Mr. Reardon with respect to the conference was at that time closed. He said that the Governor had set up the conference as requested by the Cincinnati Enquirer and that the Governor had not indicated any great anxiety about the presence of the Commission other than to say that he wanted someone in attendance and that the Chairman had told him that the Commission would be glad to have somebody there.

Mr. Linzell, speaking as the Governor's representative to the Commission, said that that morning the Governor had called him and had asked him on his behalf to invite as many members of the Commission to attend that conference as possible. He said that on the Governor's behalf he was extending invitations to as many of the Commission as could possibly be present. He said that the Governor also had mentioned that Governor Craig of Indiana would have with him the Chairman, the General Counsel and the Executive Director of the Indiana Toll Road Commission.

The Chairman said that if the Governor should invite the Commission that the members would try to go.

The Chairman said that in the Cincinnati Times-Star of the previous day an editorial had appeared which he wanted to read. He said that he wanted Mr. Linzell to understand that he was not reading it in any spirit of criticism of the Director of Highways nor of the Highway Department but that he thought that Mr. Linzell was a lucky fellow in that, as a member of the Commission, he could share in the praise that the editorial extended to the Commission. He said that the editorial was entitled "Turnpikes and State Highways" and that Mr. Allen had handed it to him that morning. He read the editorial as follows:

"Cincinnatians returning from trips to northern Ohio have astonishing stories to tell of the progress being made on the Ohio Turnpike. Everywhere construction activity is in evidence and for miles the right-of-way has been graded, steelwork is ready for overpasses and cloverleafs, and work is going ahead at a feverish rate. The whole thing may be done before the end of next year.

"Contrast that with the sad stories coming out of Columbus. The State Highway Department is behind schedule on its road modernization program. Director Linzell reports that money from the axle tax is slow in coming in. And there are labor and equipment bottlenecks.

"Why the difference? It could be partly politics. But the real reason is that the Turnpike is being built by a number of private contractors under the direction of an efficient commission. It is actually a project run by private enterprise. The State Highway Department operates under all the handicaps which government imposes. The moral is there for everyone to see."

The Chairman said that the Commission was certainly grateful for the kind words said by the Cincinnati Times-Star about the Commission and that one of the reasons that the Commission had succeeded as handsomely as it had was because it had had the favor of Mr. Linzell's membership. He said that Mr. Linzell had been a splendid member of the Commission and that if he had had any troubles as Director of Highways it was not because of anything implicit or inherent in

Mr. Linzell's character or abilities.

Mr. Linzell thanked the Chairman and said that the highway program was proceeding at a rate that the Highway Department of Ohio had indicated that it would proceed at and that it was on schedule.

The Chairman said that the Commission had been invited to attend ceremonies opening a hundred and fifteen miles of the New York Thruway on June 24, 1954 and that he hoped that as many members of the Commission as could possibly do so would attend that ceremony. He said that he was going to try to attend himself and that some members of the staff expected to go. The Chairman said that there had been an article in the Columbus Dispatch on June 6, 1954 on the subject of Project No. 2 and that he particularly wanted all the members of the Commission to see it.

The Chairman said to Mr. McKay that his letter containing comments with respect to the lease agreement had been received on June 5, 1954 and had been turned over to the General Counsel.

The Chairman said that he wanted to comment specifically on the contract on Construction Section 23A, the bids for which were before the Commission. He said that Section 23A was that portion of the turnpike in the vicinity of Elyria comprised of right-of-way other than the parcels owned by the City of Elyria and those parcels which were in the crossing of the Black River. He said that the trial at Elyria of the application for a restraining order by the city against the Commission had been in progress for approximately a week and the city had rested its case and the Commission was presenting its case. He said that just as the Commission had had to meet in the midst of the asphalt litigation and assess its prospects, so also the Commission needed to assess its prospects at that time with respect to the litigation at Elyria. He said that those who had had the benefit of reading the transcript and those who had attended the trial were of the opinion that the case presented by the City of Elyria was not a case at all and that they had not divined any greater merit in the presentation than, as Mr. Justice Holmes might have said, had been insisted in the controversy by the city. He said that it was his personal belief that when the city had rested, the Commission's counsel very properly had moved for judgment because no case had been presented.

The Chairman said that in view of what appeared to be a good prospect of the condemnation actions against the City of Elyria being heard promptly and in view of what appeared to be good prospects of the Commission being possessed of the parcels needed for the crossing of the Black River and for the completion of all of section 23, as originally contemplated, it would be desirable that the Commission reject the bids before it for section 23A and instead readvertise for the whole of section 23 as originally contemplated. He said that the only reason that the Commission had adopted the expedient of advertising for a portion of section 23 and denominating it section 23A had been because the Commission did not want to lose any time in the event that time was going to be consumed by litigation. He said that it then appeared to the Commission that it was going to get possession of the city's property in Elyria in proper time and, therefore, the purpose of the project would be best served by advertising for the whole section and so he recommended to the Commission that when it should come to consider the bids for section 23A that it reject them and readvertise so that the whole section could be placed under contract at one time.

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

1. Detail of investment transactions during May, 1954, mailed June 1, 1954.
2. Unaudited financial statements for the period ending May 31, 1954, mailed June 4, 1954.

He said that investment income during the month of May, 1954 has been \$798,711, and for the entire period ending May 21, 1954 had been \$11,986,860. He said that the latter figure compared to the forecast for the same period of \$5,834,000 or a gain to that date of \$6,152,860.

Mr. McKay said that investment income was still keeping up the same rate and that that was excellent.

The Chairman said that in the absence of questions the reports of the Chairman and of the Secretary-Treasurer were received as offered.

The Executive Director reported that bids had been taken for a contract for construction of Construction Section 23A on May 26, 1954, and that the competition had been very good. He said that nine bids had been received and that they ranged from a low of \$2, 988, 627 to a high of \$3, 493, 546. 20. He said that the firm of Lombardo Brothers Construction Company had been the low bidder and that that firm already had construction contracts on either side of the Elyria section of which section C-23A was a part. He said that it was the opinion of the Consulting Engineer, of the Chief Engineer, and of himself that the firm was well qualified professionally, financially, and from an experience standpoint to undertake the contract. The Executive Director referred to the Chairman's remarks concerning the litigation in Elyria and said that the General Counsel had advised the Commission that it might, if it chose, advertise for bids on all of Construction Section 23, and that in view of that advice the Consulting Engineer, the Chief Engineer and he had recommended that all bids be rejected that had been received on Contract C-23A and that the entire section 23 be readvertised as a unit, less the fabrication of the steel for the bridge over Black River.

Mr. McKay asked the Executive Director whether in taking bids on Contract C-23 the Commission could, without doing any damage to bidding, extend the fifteen day period for making an award.

The Executive Director said that the period for making an award had been extended on Contract M-7B and that it could be extended on Contract C-23. He said that he thought that the contractors were entitled to know fairly promptly about any extension particularly in view of the fact that time was of the essence.

Mr. McKay said that he was in complete agreement with the statement of the Chairman concerning the desirability of awarding Contract C-23 as a complete contract. He said that he had the feeling that it was unwise to award any contract while litigation was before a common pleas judge. He asked the General Counsel whether the new advertising on Contract C-23 could be set up normally and the period for the award of the contract by the Commission, prior to some limitation date, extended another ten days without interfering with anything.

The General Counsel said that the Commission had always prescribed the self-imposed limitation of seven days

prior to the receipt of bids for the issuance of any addenda. He said that it would be possible legally to extend for any reasonable period that the Commission might choose the time during which an award could be made. He said that there ought to be weighed in making any such determination the possible effect upon bidders who would be likely to have several hundred thousand dollars of their money tied up in bid bonds which were always required by the Commission to be in cash. He said that there appeared to be no substantial likelihood that the case in Elyria would still be before the Common Pleas Court after the expiration of even the shortest period, if the Commission should follow the normal course, during which bids might be received.

The Chairman suggested that the matter be left so that the Executive Director and the General Counsel could assess the prospects when the advertisement should be ready to be entered and put such time as should be feasible. Mr. McKay said he thought that that was smart. The Executive Director said that that was perfectly all right with him. The General Counsel said that, as had been pointed out, there could be a further assessment as late as seven days prior to the time when bids were to be received. The Chairman said that the Executive Director and the General Counsel, keeping in mind what the Commission's purposes were with respect to that matter, ought to be able, with the advice of the Consulting Engineer and others, to conclude as to the time satisfactorily.

Mr. McKay said that it looked to him as though the steel bid on Contract M-7B was in good shape. He said that bids on that contract would be received on June 15, 1954, and that there had been an extension of the normal period for making award to thirty days so that that contract looked all right.

The General Counsel orally and by letter advised that in his opinion the bid of Lombardo Bros. Construction Company conformed to the requirements of applicable statute, and to the terms, conditions, and specifications prescribed by the Commission and to the legal notice; and that award of Contract C-23A might legally be made to it or that the Commission, if it should determine to do so, might reject any and all bids for Contract C-23A and, if it should so choose, advertise for the construction of Construction Section 23 as an entirety. Attached to his letter was proof of publication of notice of receipt of bids for Contract C-23A. The General Counsel said that perhaps it would be well

for him to read to the Commission one paragraph from his letter as follows:

"Since the advertisement for bids for the aforesaid contract, the trial of the injunction suit filed against the commission by the city of Elyria has commenced and is now progressing rapidly. In my opinion, the prospects for an early and favorable conclusion of this trial are very good. Such a favorable conclusion of that case would remove the present impediment to trial or other conclusion of the proceedings for the appropriation of city-owned land in Elyria. Consequently, I am of the opinion that, should the commission choose to do so, it is now in a position to advertise for bids for the balance of the work of Construction Section 23. The commission may, as it shall determine to be in its best interest, either award Contract C-23A, or reject all bids therefor and advertise for the work of Construction Section 23 as an entirety."

Resolution No. 98-1954 rejecting proposals for Contract C-23A, was moved for adoption by Mr. McKay, seconded by Mr. Teagarden, as follows:

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the construction of a portion of Construction Section 23, which contract is designated Contract C-23A, and proof of said advertising is before the Commission;

WHEREAS bids for the performance of Contract C-23A have been received and were duly opened and read, as provided in the published notice for said bids, and said bids are before this meeting;

WHEREAS said bids have been analyzed by the Commission's 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 the Commission has been advised by its executive director, chief engineer, and consulting engineer that it is not in the best interests of the Commission and the public to award said contract on any of said bids and that same should be rejected; and

WHEREAS the Commission, having been duly advised as aforesaid, concludes that it is desirable to reject all bids received for the construction of a portion of the aforesaid construction section; and the Commission's general counsel has advised the Commission that it may legally reject any and all bids for the performance of said contract;

NOW, THEREFORE, BE IT

RESOLVED that all bids received for the performance of Contract C-23A be, and hereby they are, rejected; and each of the executive director and chief engineer is authorized to return to the respective bidders all certified checks held by the Commission as security for each of the aforesaid bids; and

FURTHER RESOLVED that the Commission's executive director and general counsel are directed to cause to be published advertisements of notices for the taking of bids upon a contract for the performance of the work of Construction Section 23."

Mr. Teagarden commented that he had been interested in a letter from the Chief Engineer which had been approved by the Executive Director and which read in part as follows:

"It is my opinion that lower unit prices could be expected if bids are received on the entire section. In addition, the Commission would save the cost of the temporary outlet ditch required at the beginning of Section 23A and the temporary drainage connection required beneath Gulf Road, which together could amount to as much as \$75,000."

Mr. Teagarden said that the Chief Engineer's letter made Mr. Teagarden's position clear on the approval of the resolution cancelling the contract and asking for bids for the full section.

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

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

Nays: None.

The Chairman declared the resolution adopted.

The Executive Director asked that the Commission authorize him to enter into contracts with utility concerns for the purchase of public utility services needed for service areas, for maintenance buildings, for toll plazas, and for the administration building. He said that the Commission particularly would need electric power but that it would need also in some instances gas for heating, water in a very few instances, and telephones.

Resolution No. 99-1954, authorizing the Executive Director to enter into contracts, on behalf of the Commission, for the furnishing of public-utility services to the Commission, was moved for adoption by Mr. Teagarden, seconded by Mr. Linzell, as follows:

"WHEREAS various public-utility services will be required by the Commission for, or in connection with, the operation and maintenance of Ohio Turnpike Project No. 1, and the Commission desires to procure said services;

NOW, THEREFORE, BE IT

RESOLVED that each of the executive director and chief engineer be, and each of them hereby is, authorized to enter into contracts, for and on behalf of the Commission, with public-utility companies and with public bodies, agencies, and authorities furnishing public-utility services, for the furnishing of such services provided, however, that prior to entering into any such contract the terms, form, and legality thereof shall have first been approved by general counsel."

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 resolution adopted.

The Executive Director called attention to the semi-monthly construction-progress chart dated May 15, 1954 and noted that percentagewise construction on the turnpike proper had been completed 19.42 percent on that date as compared to the scheduled progress of 22 percent. He said that he thought that in view of the extremely wet weather during the spring which had definitely curtailed grading operations the showing was quite satisfactory and was a little better than it had been a month previous. He said that he thought the progress of construction would show further improvement particularly when paving operations should begin.

The Executive Director reported on the status of the several construction sections comprising the so-called expedited section of Ohio Turnpike Project No. 1. He said that concrete paving would start about June 15, 1954 on all three contracts involved. He said that the Harrison Construction Company, Inc., which had the contract for Construction Section 1, had been lagging very definitely but that as of the first of June, 1954, that company had completed 50.28 percent of the work which was essentially the same as they had shown on their revised schedule. He said that the contractor expected to complete its entire work by September 15, 1954, and that he did not think that there was any question but that that construction section would be opened.

The Executive Director said that the D. W. Winkelman Company, Inc., holding the contract for Construction Sections 2 and 3 had completed 37.5 percent of its work versus 46 percent as shown on its revised schedule. He said that although the company's schedule had been revised downward very appreciably, it was still under that revised schedule. He said that that

contract gave the Commission more concern than any of the three involved in the expedited segment. He said that definitely the contractor's progress had not been pleasing either to the Commission or to him or to any of the engineers. He said that on May 15, 1954 he had directed a very strong letter to Mr. Winkelman, president of the contracting company, commenting particularly on the inertia that had been displayed thus far by Mr. Winkelman and his forces and had demanded that Mr. Winkelman immediately make plans to add additional equipment or change his operations in some way to insure completion of the paving part of the work so that it could be opened as called for in his contract by October 15, 1954. He said that a letter written by Mr. Winkelman on the day previous to the Executive Director's letter had been received by the Commission and that in the letter it had been indicated that additional time might be required for completion of the work. He said that as a result of Mr. Winkelman's letter the Chairman had felt that a meeting should be held immediately with Mr. Winkelman and that such a meeting had been held in Columbus on May 27 and 28, 1954 as the Chairman had reported. He said that the Chairman had presided at the meeting and that it had been attended by Mr. Winkelman and his vice president Mr. Kurtenacker, the bonding representative of the Winkelman Company, the Executive Secretary of the Ohio Contractors Association, members of the engineering forces of the Contracting Engineer and of the Consulting Engineer, and the Chief Engineer and other staff members of the Commission. He said that at the conclusion of the meeting the contractor had been given a letter which incorporated a tentative understanding between the Commission and the contractor regarding changes to be made in operations by the contractor to insure completion on time. The Executive Director said that in order to accomplish such completion additional equipment would have had to be placed in operation at once by the contractor, and that as of June 4, 1954 the contractor had not added any additional

equipment although on that date some equipment salesmen had been on the job conferring with the contractor so that it might be inferred that he had been planning to add the equipment. He said that even an additional dragline which the contractor had stated was on the way at the time of the May 27th meeting had not arrived on the job. He said that the Commission had made some very definite concessions in regard to earthwork in order to speed up the progress of that contract. He said that the contractor had taken the letter of understanding under advisement although he had already indicated his agreement with most of the matters involved. He said that unless the contractor immediately showed a greater will and determination to complete the work on time he expected to recommend to the Commission that the contract be forfeited.

Mr. McKay asked the Executive Director whether a tentative time limit within which Mr. Winkelman could produce his proof both of equipment and operating personnel had been set. The Executive Director replied that no time limit had been set but that he thought that the decision would have to be made within the next two or three weeks. Mr. McKay said that he had raised the question because if the limit should go much more than a month the ability to lay concrete would be lost. The Chairman said that before the next meeting the Commission would have to decide whether or not that contract was going to be forfeited. Mr. McKay asked what the Commission was doing with regard to any consideration of withholding payments on that contract. The Executive Director said that payments were not being withheld and that he was not sure that the Commission was empowered to withhold payments. Mr. Allen said that he thought that the pessimistic side had been given and that it should be brought out that the contractor already had erected as up-to-date and good a plant for producing concrete as anybody knew about anyplace. Mr. McKay said that the batching plant had been there since the previous fall. The Executive Director said that the batching plant was a good one but that it was not the critical item in the situation. He said that roadway and particularly the excavation item was critical. He said that roadway and particularly the excavation item was critical. He said that with fair weather the contractor could pave pretty fast.

The Executive Director said that Bero Engineering and Construction Corporation which held the contract on Construction Sections 4 and 5 had completed 33.73 percent as compared to the originally scheduled progress of 41.8 percent. He said that the contractor's schedule had been changed and that he expected to start paving in the interchange area on June 15, 1954. He said that the contractor was behind on his structures which had been regarded sometime ago as the controlling item on that contract. He said that the contractor had made plans to speed up construction of those structures and that he had done so but that on June 1, 1954 the contractor had had 9.91 percent of the structure work completed as compared to the scheduled completion of 17.5 percent. He said that structures were the one item that was bringing down the contractor's total percentage of completion because he was practically up on everything else. He said that the work on structures was coming along very well. The Executive Director said that the progress chart was based on dollar prices.

The Executive Director reported that work on Construction Sections 7 and 8 which had been definitely lagging during the winter had been very definitely speeded up and that the contractor, the Harrison Construction Company, Incorporated, was employing double shifts in excavating work and in structural work and that he expected to start paving sometime before September 1, 1954. He said that he thought, therefore, that that contract was coming along all right.

The Executive Director said that the Commission was still encountering a great deal of trouble with soil conditions particularly on Construction Sections 13, 14 and 16. He said that on Construction Section 16 the Commission might run into additional costs estimated at \$133,000 and that much of the additional cost would be necessitated for wasting blue till and replacing it with borrow.

The Executive Director said that a number of paving operations would be underway by July 1, 1954 across the entire turnpike particularly on the three most easterly sections and on sections around Toledo. He said that it appeared from

the plans of the contractors that the percentage of anticipated completion of paving during 1954 would exceed 50 percent of the entire turnpike.

The Executive Director reported that the Commission had received a favorable report from the Department of the Army with regard to a spur track and a grade separation at the Plum Brook Ordnance Depot, and that as a consequence the Commission would save several hundred thousand dollars.

The Executive Director said that additional construction costs as of May 31, 1954 had totaled \$856,526 as compared with \$757,988.30 on May 13, 1954 and that the total was a decrease of approximately \$500,000 from the report submitted in April of 1954. He said that the decrease was accounted for by the fact that the Commission had been able to effect some savings in various operations, including those at the Plum Brook Ordnance Depot. He said that he was quite pleased that the increase over the report of May 13, 1954 had been so nominal since the larger part of the Commission's additional costs for the construction of the turnpike over the contract prices and estimates would occur principally in activities which were currently being carried on; i. e., the grading, and earthwork, and bridge operations, etc.

The Executive Director reported that drilling for water for the service areas had been completed across the entire project, and that with the exception of the service area in construction Section 1, the water supply appeared to be adequate. He said that in Construction Section 1, which was critical at that time because the first of the service areas was expected to be built in that section, it appeared that the Commission might have to drill several additional wells to get the quantity of water which would be required for the service area there.

The Executive Director said that thirteen sets of plans for lighting had been returned by the Consulting Engineer to the Contracting Engineers and that four sets of plans remained with the Consulting Engineer which expected to have all the plans ready for the acceptance of bids by the end of June of 1954. He said that it was expected that bids would be taken in three ways: for the

eastern half of the project, for the western half of the project, and for both the eastern half and western half of the project, and that the Commission might then determine how to make the award or awards.

The Executive Director said that in accordance with instructions from the Commission's staff the Consulting Engineer and the Architects for the toll plazas were reviewing the plans for the toll plazas to see where economies might be effected.

The Executive Director reported that the architect for service areas had met with members of the Commission's staff at Elyria on June 3, 1954, and had presented a revised Phase Two plan which had been approved by the Chief Engineer and by Mr. Donnelly, representing the Consulting Engineer. He said that the changed design was in accordance with the wishes of the Commission for Phase Two except for a recommendation that the capacity of the snack bars be increased.

The Executive Director reported that a meeting had been held the day previous by engineers of the Commission and of the Consulting Engineer and by the Architect for the Administration Building. He said that the Architect had shown a proposed layout and general floor plan and that a number of changes had been suggested. The Executive Director said that the Architect had advised that an elevator could be placed in the two-story building for about \$8,000. He said that he thought that if an elevator could be installed for less than \$10,000 probably it should be included in the design. All of the members of the Commission indicated their approval of the inclusion of an elevator under the conditions outlined by the Executive Director.

The Executive Director reported that the specifications for Maintenance Building No. 1 as submitted by the Architect had had to be revised and that the new draft had been received by the Consulting Engineer on June 1, 1954. He said that the new specifications would have to be changed further, but that he had been informed that the specifications and the plans would be ready so that the Commission could

advertise the contract no later than the first of the following week.

The Executive Director reported that the geometrics for the proposed dual truck stops had been presented by the Consulting Engineer for discussion and consideration on June 7, 1954, and that he had given each member of the Commission a print of the layout plan. He said that the staff of the Commission had had no time to study the layout plan and would make recommendations to the Commission subsequent to study and consideration.

The Chief of the Right-of-Way Section reported that information had been received that acquisition of right-of-way for the service areas could be begun. He said that parcel information had been received on the service areas in Design Sections 1 and 20. He said that the Commission had all title information on the twenty-four parcels in the service areas in Design Sections 3, 6, and 8, and that negotiation was in process on all those parcels. He said that the Commission had title information on the service area in Design Section 12, and that that information involved three parcels which were then being appraised and twelve supplemental parcels which were in negotiation by the land agents and eight temporary drainage parcels which were being negotiated direct by the Right-of-Way Section. He said that the result of having reached agreement with the Department of the Army for the relocation of the Plum Brook Ordnance Depot spur had been the addition of four parcels which would have to be acquired for the new track location. He said that those parcels had been appraised but had not been released for negotiation pending a reaching of an agreement with the Department of the Army on details of the deeds to be acquired.

The Chairman called attention to the fact that there was on the table a scrapbook of the Commission's odyssey of May 18, 19 and 20, 1954, which the members might like to look at. He said that the scrapbook showed the press coverage which that inspection trip had had and gave a good deal of what had been going on. He said that there were two pages about Elyria and that incidentally it should be mentioned that the Commission had had a very friendly reception there and that everybody had

been very pleasant. He said that many letters had come in from people who had been on the trip congratulating the Commission. He said that there were letters from the Mayor of the City of Warren, Ohio, from the representatives of Blyth & Company, Incorporated and B.J. VanIngen & Company and from Ernest Green, president of the Ohio Highway and Turnpike Association, who said:

"I was very happy to join your Inspection Trip on May 18th, and witness the fine progress being made toward accomplishment which was started by our group nine years ago."

The Chairman said that by his group Mr. Green meant the Ohio Highway and Turnpike Association.

"We wish to commend the Commission for their effort in making this inspection trip and feel sure that it was encouraging to the many workers across the State of Ohio, engaged in helping you achieve your objective date to open Ohio's turnpike for traffic.

"We wish to re-assure you that our Association stands ready and willing to assist and promote the turnpike program for Ohio.

Respectfully yours,

OHIO HIGHWAY AND TURNPIKE ASSOCIATION

/s/

Ernest M. Green
President"

The Chairman said that he had read Mr. Green's letter because that association had had a long record of interest in the project and the Commission had been glad that Mr. Green had been on the trip, and that, like the Cincinnati Times-Star editorial, it was nice to have commendation from people who were capable of a critical analysis of what the Commission had been trying to do.

The General Counsel reported that the trial of the

Elyria injunction case had started on Wednesday of the previous week and that the City had rested its case on the previous day. He said that the Commission had started to put in its case the previous day and that he would anticipate that the trial was likely to be over within a day or two. He said that the Ellis and Solether cases had been argued in the Supreme Court of Ohio on Friday of the previous week by Mr. Frank Harrington, Special Counsel for the Commission in those cases, and himself. He said that a decision of the Supreme Court, whatever it might be, on the billboard questions would furnish some guide to what course of action should be followed in the future as the Commission had been sailing a virtually uncharted sea in that area. The General Counsel said that the objective that the Commission had established a long time previously when it had started out with the program of right-of-way acquisition had been accomplished perhaps ninety-five percent through the acquisition of the so-called billboard rights by deeds from landowners. He said that there was involved in the Solether case at the most only the question of the appropriation of such rights and in particular the method to be followed in the appropriation. He said that the Commission had a case pending in the Portage County Court of Appeals arising out of an appropriation case having to do with the issuance of a writ of possession, and that in Summit County a landowner had played safe and had filed both a mandamus case and an injunction case, both for the same cause apparently. He said that those actions had to do with some alleged damage to some property. He said that the Commission had been getting reports of several instances where it was alleged that wells had been dried up because of excavations in the vicinity on account of work on Project No. 1.

The General Counsel reported that the appropriation-case backlog was reasonably well whittled down to a point where there were only thirty parcels of all kinds involved in pending cases as to which the Commission did not yet have right of possession, and that of those thirty parcels five were extra parcels that had been contemplated as possibly necessary in Elyria and would be deleted. He said that there were more cases than those involving the thirty parcels, that the Commission still had thirty cases that were more or less actively in

controversy involving a good many more parcels but that the issue in many of those cases was only the amount of money. He said that the Commission already had the right of possession on many of the parcels involved in those cases. Mr. McKay said that as far as he was concerned the number of cases that were left was so minor that if the General Counsel's office wanted to stop sending the blueprint and photostat summary it could. He said that it had been a fine job. The General Counsel said that it had been decided already that the previous summary would be the last one.

Resolution No. 100-1954, establishing policy on replacement of mutilated, destroyed, or lost bonds, was moved for adoption by Mr. Allen, seconded by Mr. McKay, as follows:

"WHEREAS, pursuant to the trust agreement between the Commission and The Ohio National Bank of Columbus, as trustee, and The National City Bank of New York, as co-trustee, dated June 1, 1952, there have been issued and are now available definitive Turnpike Revenue Bonds, Project No. 1, issued or issuable pursuant to said trust agreement;

WHEREAS there are also outstanding temporary Turnpike Revenue Bonds, Project No. 1, issued pursuant to said trust agreement and exchangeable for definitive bonds;

WHEREAS the Commission has, from time to time, received requests for replacement of mutilated, destroyed, or lost bonds and also for replacement of lost coupons;

WHEREAS by section 201 of said trust agreement it is provided that no Turnpike Revenue Bonds, Project No. 1 (herein called the bonds) may be issued under the trust agreement except in accordance with the provisions of article II thereof; by section 203 it is provided that the bonds shall be signed by the facsimile signatures of the chairman and the vice chairman of the Commission and the official seal of the Commission affixed to the bonds and

and they be attested by the secretary-treasurer of the Commission; by section 204 it is provided that no bonds shall be valid unless a certificate of authentication thereon shall have been duly executed by The Ohio National Bank of Columbus, as trustee, and that, before authenticating or delivering any coupon bonds, the trustee shall detach and cancel all matured coupons, if any, appertaining thereto, representing interest theretofore paid; by section 205 provision is made that coupon bonds may be exchanged for an equal aggregate principal amount of registered bonds without coupons; by section 210 it is provided that, until definitive bonds are ready for delivery, there may be executed, and, upon the request of the chairman of the Commission, the trustee shall authenticate and deliver, in lieu of definitive bonds and subject to the same limitations and conditions, temporary printed, engraved, or lithographed bonds; and

WHEREAS by section 211 of said trust agreement it is provided "In case any bond shall become mutilated or be destroyed or lost, the Commission may cause to be executed, and the Trustee may authenticate and deliver, a new bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated bond and its interest coupons, if any, or in lieu of and in substitution for such bond destroyed or lost, and its coupons, if any, upon the holder's paying the reasonable expenses and charges of the Commission and the Trustee in connection therewith and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it and to the Commission that such bond and coupons, if any, were destroyed or lost, and of his ownership thereof, and furnishing the Commission and the Trustee with indemnity satisfactory to them."

NOW, THEREFORE, BE IT

RESOLVED that it is the policy of the Commission to cause to be executed, and to request the trustee to authenticate and deliver, a new bond in exchange or substitution for a bond which has been mutilated, destroyed, or lost pursuant to section 211 of the trust agreement on the basis of, and subject to, the terms and conditions attached hereto as Schedule 1, and

incorporated herein; and

FURTHER RESOLVED that the comptroller of the Commission shall request that the trustee (a) promptly upon its receiving notice that a bond (coupon or registered) or coupon has been lost, stolen, destroyed, or mislaid, determine the number of the bond or the coupon or any other information that would identify such bond or coupon; (b) if such information is obtained, refuse payment, if presented, of the coupon or of such bond or its coupons (if any) unless the person presenting it furnishes evidence satisfactory to the trustee of his right and title to the bond or coupon and maintain a record of bonds or coupons so presented and of any action taken pursuant to the foregoing; (c) furnish to the comptroller of the Commission the information obtained under the foregoing in order that the comptroller, on behalf of the Commission, may request the co-trustee and paying agents likewise to refuse payment of said bond or coupon if presented to any of them, unless the person presenting the bond or coupon furnishes satisfactory evidence of his right and title to the same; and that the trustee, co-trustee, and paying agents shall be fully indemnified and held harmless by the Commission from any liability, cost, damage, or loss arising from their acting or failing to act pursuant to such request.

Schedule 1

OHIO TURNPIKE COMMISSION

Terms and Conditions

for

Replacement of Mutilated, Destroyed, and Lost Bonds

1. There shall have been furnished to the trustee a completed, sworn application for issuance of such bonds in substantially the form attached hereto as exhibit A.
2. If the application does not state that the bond was lost

or destroyed, the old bond and attached coupons, if any, must be surrendered for cancellation, and the new bond, if a coupon bond, must have attached coupons of the same dates and amounts as those attached to the bond surrendered.

3. If the application states that the bond was destroyed or lost;

(a) The trustee must be furnished with a surety bond executed by any surety company licensed to do business in the State of Ohio and satisfactory to the trustee, said bond to be in substantially the form attached hereto as exhibit B, and to be in amount equal to twice the sum of the principal amount of the bond claimed to be destroyed or lost and the interest remaining unpaid with respect to the new bond or the coupons attached thereto if the new bond is a coupon bond.

(b) The date of issuance of the new bond shall not be less than six months after receipt of the completed application provided for by paragraph 1, above, and not earlier than three months after the first interest-payment date following receipt of such application by the trustee.

(c) The trustee shall have received from the bondholder within two weeks before the date of issuance of the new bond a written confirmation that the facts stated in his application are still true and correct.

(d) The trustee will, before authenticating and delivering a coupon bond to replace a bond lost or destroyed, detach and cancel all coupons which had matured prior to the date of receipt by the trustee of the application or any other written notice satisfactory to the trustee, and any others representing interest theretofore paid.

4. Even though the mutilated, destroyed, or lost bond consists of a temporary bond, the replacement bond will be in definitive form.

5. Prior to issuance of the new bond, the trustee, on behalf of the Commission, will bill the bondholder for, and the bondholder shall have paid, the reasonable expenses and charges of the

of the Commission in connection with such replacement, as determined by the Commission, which are presently fixed at \$2.00 for each new bond replacing a mutilated bond and \$10.00 for each new bond replacing a bond destroyed or lost. Such charges do not, of course, include the cost of the surety bond which must be paid for by the applicant.

6. Mutilated, lost, or destroyed coupons will not be replaced except as provided above in connection with the replacement of mutilated, lost, or destroyed bonds.

7. The trustee shall, if it approves the documents furnished as sufficient to permit issuance of a new bond, so notify the Commission and submit such documents to the Commission for its approval and the Commission shall by resolution authorize the execution, authentication, and delivery of the new bond if satisfied with the documents presented.

8. If the total new bonds theretofore issued and then to be issued hereunder to the applicant would exceed \$50,000 principal amount, the application will be accepted and a new bond issued only on special conditions to be determined at the time.

Exhibit A

(Form of)

AFFIDAVIT AND APPLICATION

STATE OF _____)
COUNTY _____) ss:

Affiant, _____, being duly sworn, says that he/she is _____ years of age and resides at _____.

Affiant's occupation is _____, and his/her business address is _____.

Affiant is the sole legal and beneficial owner of the

of the following-described turnpike revenue bond(s) of the State of Ohio (each designated "Turnpike Revenue Bond, Project No. 1" and dated as of June 1, 1952), hereinafter referred to as the "original bond(s)":

/ Give number of each bond and describe attached coupons; for example, "No. 1000 with June 1, 1954, and all subsequently maturing coupons attached"; if registered, give denomination and name of registered owner. /

The original bond(s) was/were acquired by affiant on or about _____, and was/were lost or destroyed on or about _____, under the following circumstances: _____

Affiant has made a diligent search for the original bond(s) and has been unable to find or recover the same.

/ Give full details of what has been done. /

Affiant has not sold, assigned, pledged, transferred, deposited under any agreement, or hypothecated the original bond(s) or any interest therein, or signed any power of attorney or other authorization respecting the same which is now outstanding and in force, or otherwise disposed of the same.

No person, firm, corporation, agency, or government other than affiant has, or has asserted, any right, title, or interest in, to, or respecting the original bond(s) or the proceeds thereof.

Affiant hereby requests, and this affidavit is made for the purpose of inducing, Ohio Turnpike Commission and The Ohio National Bank of Columbus, as trustee, to execute, authenticate and deliver to affiant a new bond(s) in substitution for the original bond(s).

Sworn to and subscribed in my presence this _____
day of _____, 19____.

Notary Public

Exhibit B

KNOW ALL MEN BY THESE PRESENTS THAT _____,
_____, as Principal, and _____
_____, a corporation organized
and existing under the laws of _____ and duly
authorized to transact the business of guaranty and suretyship in Ohio,
as Surety, are held and firmly bound unto Ohio Turnpike Commission,
a body corporate and politic created by §5537.02 of the Revised Code
of Ohio (sometimes hereinafter referred to as the "Commission"),
and The Ohio National Bank of Columbus, a national banking association
duly organized and existing under the laws of the United States and having
its principal office in Columbus, Ohio (sometimes hereinafter referred
to as the "Trustee"), the Obligees, and to each of them, their respective
successors and assigns, in the sum of _____ dollars
(\$) lawful money of the United States, to be paid to the Obligees,
their respective successors and assigns, for which payment, well and
truly to be made, the Principal and the Surety bind themselves, their
respective heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents:

WHEREAS the Commission has issued turnpike revenue bonds
of the state of Ohio in the aggregate principal amount of three hundred
twenty-six million dollars (\$326,000,000) designated "Turnpike
Revenue Bonds, Project No. 1" under the terms of a certain trust

agreement between Ohio Turnpike Commission, The Ohio National Bank of Columbus, as trustee, and The National City Bank of New York, as co-trustee, dated as of June 1, 1952;

WHEREAS the Principal represents to the Obligees that the Principal is the owner of _____ dollars (\$) aggregate principal amount of said bonds, being bond(s) No. (s) _____, each of the denomination of one thousand dollars (\$1,000.00), with _____ and all subsequently maturing coupons attached; that the Principal has never transferred, negotiated, sold, hypothecated, or assigned said bond(s) and coupon(s), or any of them, or any rights represented thereby; that said bond(s) with _____ and all subsequently maturing coupons attached has(have) been destroyed or lost and cannot now be found; and

WHEREAS the Principal and Surety have asked the Commission to execute, and the trustee to authenticate and deliver, a new bond or bonds for an aggregate principal amount of _____ (dollars (\$)) of like date and tenor as said bond(s) so represented to have been destroyed or lost, with _____ and all subsequently maturing coupons attached, and the Obligees,

relying upon the truth of the aforesaid representations, are willing, respectively, to execute, authenticate, and deliver such new bond(s) with coupons attached as aforesaid, upon the execution and delivery of a satisfactory bond of indemnity;

NOW, THEREFORE, the condition of this obligation is such that if the Principal, the Principal's heirs, executors, administrators, successors, and assigns shall at all times indemnify and keep indemnified and save harmless the Obligees, and each of them, their respective successors and assigns, from and against any and all loss, damages, costs, charges, counsel fees, payments, expenses, and liabilities whatsoever, which the Obligees or any of them, or their successors or assigns, at any time shall or may sustain or incur by reason or in consequence of the honor or dishonor of said bond(s) and coupon(s), or any of them, so represented to have been lost or destroyed, whether the same or any of them be presented by a bona fide holder, or otherwise, or by or in consequence of the issuance, execution, authentication, and/or delivery of such new bond(s), and coupon(s), or any of them, or by reason of any claim, whether groundless or otherwise, which may be made with respect to said bond(s) and coupon(s), or any of them, so represented to

have been lost or destroyed, or by reason or in consequence of any payment, transfer, conversion, exchange or other act which the Obligees, or any of them, or their respective successors or assigns, may make, do, or permit with respect to said bond(s) and coupon(s) or any of them, so represented to have been lost or destroyed, whether made or permitted through accident, oversight or neglect, or whether made or permitted upon presentation thereof without inquiring into or contesting the propriety of such payment, transfer, conversion, or exchange, or otherwise, and/or caused by, based upon, or arising out of the release of any security or the satisfaction of any instrument or instruments, under which said lost or destroyed bond(s) and/or said new bond(s) are issued or secured, then this obligation shall be void; otherwise, it shall remain in full force and effect.

And the Principal and the Surety, in consideration of the execution, authentication, and delivery of such new bond(s) and coupon(s), hereby jointly and severally agree with the Obligees that, if requested by the Obligees or any of them, in case any litigation shall be instituted by reason of said bond(s) and coupon(s), or any of them so represented to have been lost or destroyed, or by reason of the execution, authentication, and/or delivery of such new bond(s) and coupon(s), they will be responsible for such litigation on

on behalf of the Obligees, and in any event will pay all costs, counsel fees, and charges connected therewith, whether such litigation shall have been conducted by them or not; and in case any person or persons shall produce said bond(s) and coupon(s), or any of them so represented to have been lost or destroyed, or the same shall come into the hands, power, custody, or possession of any person or persons, firm, or corporation and/or in case, subsequently to the date of execution of this instrument, it shall be ascertained that said bond(s) and coupon(s), or any of them, so represented to have been lost or destroyed has(have) on or prior to such date been surrendered to any of the Obligees for any purpose, then, in any such even the Principal and Surety will forthwith, on demand, return to the Commission, either the said bond(s) and coupon(s), so represented to have been lost or destroyed, or the said bond(s) issued in lieu thereof and in substitution therefor, or will pay to the Commission in cash, whatever sum shall be required, on the date of such payment, to enable either the purchase in the open market of an equivalent principal amount of such bond(s), with _____ and all subsequently maturing coupons attached or the redemption of said bond(s) so represented to have been lost or destroyed.

The Principal and the Surety jointly and severally agree that, if for any reason and at any time or from time to time the Obligees, or any of them, shall deem insufficient the indemnity provided hereby, the Principal and the Surety will forthwith upon demand furnish the Obligees with such additional indemnity as the Obligees, or any of them, may reasonably require; and, in the event of their failure so to do, the Obligees, or any of them, may proceed forthwith to effect insurance for the benefit of the Obligees, as interest may appear, in such amount as the Obligee effecting such insurance may, in its absolute and uncontrolled discretion, deem reasonably necessary for the protection of the Obligees hereunder, and the Principal and Surety jointly and severally agree that they will forthwith upon demand reimburse to the Obligee effecting such insurance the cost thereof. To the extent that such reimbursement is not so made, the Obligee effecting such insurance shall be conclusively deemed to have sustained loss and damage by reason of the execution, authentication, and delivery of the new bond(s) and coupon(s).

The Surety, in consideration of the premises, further agrees with the Obligees that its liability hereunder shall be

absolute, subject only to the conditions hereinbefore expressed, and irrespective of the liability or non-liability of the Principal hereunder, whether by reason of any irregular or unauthorized execution of or failure to execute this instrument, or by reason of any lack of interest of the Principal in the subject matter hereof, or for any other cause whatsoever; and further agrees that the Obligees, or any of them, may proceed directly against the Surety to enforce its obligation hereunder, without making any demand on, or proceeding in any manner against, the Principal, any rule of law to the contrary being hereby expressly waived.

This instrument is and shall be deemed to be a contract entered into under and pursuant to the laws of Ohio and shall be in all respects construed and enforced in accordance with the laws of said state."

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

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

Nays: None.

The Chairman declared the resolution adopted.

The General Counsel reported that there was in Elyria to the west of the Black River a road called West River Road

which ran north and south. He said that a structure had to be built there for the turnpike crossing and that a temporary runaround was needed during the construction period. He said that the Commission had submitted to a meeting of the council of the City of Elyria on May 3, 1954 a written offer for the purchase of a temporary easement required for that runaround. He said that the Commission had been told that the offer had been referred by the council to a committee-of-the-whole meeting which had been held in closed session on May 4, 1954. He said that since that time the Commission had heard nothing from the City of Elyria except that since that time an injunction suit had been filed to prevent the Commission from acquiring any of the city's land. 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 amount to be paid by the Commission for parcel No. 119-Z and his recommendation that such property 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 and the recommendations of the Chief Engineer and 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 form of resolution presented to the Commission by the General Counsel. He pointed out that there was a large number of persons named as owners in addition to the City of Elyria and explained that the city apparently had acquired only three-fourths of the interest in the parcel and that other persons had the remainder.

Resolution No. 101-1954, declaring the necessity of appropriating property and directing that proceedings to effect such appropriation be begun and prosecuted, was moved for adoption by Mr. Linzell, seconded by Mr. Allen, as follows:

Resolution No. 101-1954

"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>
The City of Elyria	Elyria, Ohio
Rachel R. Lamberton	128 Glendale Court Elyria, Ohio
Edith Lamberton Denman	731 Ash Street Toledo, Ohio
R. G. Denman	731 Ash Street Toledo, Ohio
Lucille Lamberton Miller	2848 - 109th Street Toledo, Ohio
Alfred Miller	2848 - 109th Street Toledo, Ohio
Marion Lamberton Riddle	2005 Riverview Court Toledo, Ohio
Jack Riddle	2005 Riverview Court Toledo, Ohio
Margaret Lamberton Keene	C-201 Mayfair Apartments Wilmington, Delaware
L. R. Keene	C-201 Mayfair Apartments Wilmington, Delaware

<u>Owner(s)</u>	<u>Place of Residence</u>
George Lamberton, Jr.	901 Capitol Avenue, N.E. Battle Creek, Michigan
Ed. Lamberton	278 Elgar Avenue Toledo, Ohio
James R. Lamberton	1012 N. Pasadena Avenue Elyria, Ohio
Thelma E. Lamberton	1012 N. Pasadena Avenue Elyria, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 119-Z -- Temporary Easement for Detour Purposes.

Situated in the City of Elyria, County of Lorain and State of Ohio and known as being part of Original Elyria Township Lot No. 169, West of Black River and being all that part of the lands described in the deed to City of Elyria, dated September 20, 1947, and recorded in Vol. 481, Pg. 490 of Lorain County Deed Records and bounded and described as follows:

Beginning at the intersection of the centerline of West River Road and the centerline of the Ohio Turnpike Project No. 1, as shown by plat recorded in Vol. 15, Pg. 39 of Lorain County Map Records; thence North 11° 22' 06" East along the centerline of West River Road a distance of 184.68 feet to a point; thence South 78° 38' 12" East a distance of 33.00 feet to the Southwest corner of land described in said deed to City of Elyria and the principal point of beginning of land herein described.

Thence North 11° 22' 06" East along the Westerly line of land described in said deed to City of Elyria a distance of 20.00 feet to the Northwest corner of land described in said deed to City of Elyria;

Thence South 78° 38' 12" East along Northerly line of land described in said deed to City of Elyria a distance of 43.72 feet to a point;

Thence South 20° 28' 59" East a distance of 23.54 feet to a point;

Thence North 78° 32' 12" West along the Southerly line of land described in said deed a distance of 56.14 feet to the principal point of beginning of land herein described, containing 0.023 Acres of land, be the same more or less, according to a survey made in February 1954 by Knappen-Tippetts-Abbott-McCarthy, Contracting Engineers to the Ohio Turnpike Commission."

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

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

Nays: None.

The Chairman declared the resolution adopted.

Resolution No. 102-1954, ratifying actions of administrative officers, was moved for adoption by Mr. Teagarden, seconded by Mr. Allen and Mr. Linzell, as follows:

"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, 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 May 18, 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, Linzell, McKay, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

Mr. McKay said that he had several matters but that in order to expedite the closing of the meeting he would dictate them to the Chairman's stenographer for transmission to the Chairman. He explained that the matters were a number of items that ought to be scheduled ahead of time for action so that they would get to the Commission on time.

There being no further business to come before the Commission, a motion was made by Mr. McKay, seconded by Mr. Tegarden that the meeting adjourn subject to 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: McKay, Teagarden, Allen, Linzell, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 12:34 o'clock P. M.

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


A. J. Allen, Secretary-Treasurer