

MINUTES OF THE EIGHT-SEVENTH MEETING
JULY 15, 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 11:15 A. M. on July 15, 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 Vice Chairman, the roll was called, and the attendance was reported to be as follows:

Present: Allen, Teagarden, Linzell, McKay.

Absent: Shocknessy.

The Vice Chairman announced that a quorum was present.

The Vice Chairman reported that the Chairman was indisposed and, on the advice of his doctor, would not attend the morning session. He said that it would be impossible to complete the business at hand before lunch and he asked the approval of the members for a recess at around 12:30 P. M. until 2:00 P. M.

A motion was made by Mr. McKay, seconded by Mr. Allen, that the minutes for the meetings of April 20, 1954, and May 18, 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 present responded to roll call. The vote was as follows:

Ayes: McKay, Allen, Linzell, Teagarden.

Nays: None.

The Vice Chairman declared the motion carried.

The Vice Chairman said that the Chairman expected to attend the afternoon session and would make his report at that time.

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

1. Detail of investment transactions during June, 1954, mailed June 30, 1954.
2. Draft of minutes of the meeting of May 18, 1954, mailed July 2, 1954.
3. Unaudited financial statements for the period ending June 30, 1954, mailed July 8, 1954.

He said that income from investments for the period ending June 30, 1954 had been \$12,400,000 compared to the original forecast of \$5,938,000 for the same period, or a gain of \$6,462,000. He said that income from investments in the month of June 1954 had been \$413,000 and that income from investments during July 1954 should be about the same. He said that within a month from that time the Commission should have an indication of what the Federal Government would offer in exchange for the two and five-eighths percent certificates maturing September 15, 1954. He said that that was quite important to the Commission because it had a large block of those certificates and could expect some profit from the rights value they would have.

The Vice Chairman declared the report of the Secretary-Treasurer would be accepted and filed.

The Assistant Secretary-Treasurer recalled that at its last previous meeting the Commission had adopted resolution No. 100-1954 which had set up terms and conditions for the replacement of lost, mutilated, or destroyed bonds. He said that the first instance of an application for the replacement of bonds under the terms

of that resolution involved one Nelly O. Baer Smith who had filed a letter stating that she had lost \$5,000 worth of bonds on November 9, 1953. He said that subsequent to the last previous meeting he had received from Mrs. Smith through the Trustee a certified check as required by the terms and conditions of the resolution, a surety bond, and the application form which had been adopted at the last previous meeting. He said that those papers had been reviewed by the Trustee, by the Commission's General Counsel, by Mr. James Preston of Squire, Sanders & Dempsey, Fiscal Counsel for the Commission, and that they were believed to be in order and in compliance with the policies laid down in resolution No. 100-1954.

Resolution No. 103-1954, authorizing issuance of \$5,000.00 of new bonds, pursuant to Section 211 of the Trust Agreement and policy of the Commission established by Resolution No. 100-1954, to replace bonds Nos. TM113885 to TM113889, inclusive, lost per application of Nelly O. Baer Smith filed November 9, 1953, was moved for adoption by Mr. Allen, seconded by Mr. Linzell, as follows:

"WHEREAS, by Resolution No. 100-1954 adopted by the Commission on June 8, 1954, provision was made for the execution, authentication, and delivery of new bonds in exchange and substitution for mutilated bonds and their interest coupons, and in lieu of and in substitution for bonds destroyed or lost and their coupons, pursuant to §211 of the trust agreement relating to Turnpike Revenue Bonds, Project No. 1, and by said resolution certain requirements for execution and issuance of such new bonds and coupons were established; and

WHEREAS the conditions provided for in said Resolution No. 100-1954 have been complied with, including the submission to the Commission of the documents required by said Resolution No. 100-1954 and

the terms and conditions adopted thereby, relating to Bonds Nos. TM113885 and TM113889, inclusive, each of the denomination of \$1,000.00, with no coupons attached in coupon form, and, according to the affidavit and application submitted to the Commission, belonging to Nelly O. Baer Smith, also known as Mrs. Heber Smith and as Nellie O. Baer Smith.

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby approves the documents submitted to it by the trustee as aforesaid and authorizes the execution, authentication, and delivery of new bonds in lieu of the aforesaid bonds pursuant to §211 of said trust agreement, and the officers of the Commission are authorized to take any and all action necessary and proper to effect the execution, authentication, and delivery of such new bonds, and that said bonds be in definitive form with all coupons maturing subsequent to June 1, 1953 attached."

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

Ayes: Allen, Linzell, McKay, Teagarden.

Nays: None.

The Vice Chairman declared the resolution adopted.

The Executive Director reported that two bids had been received on July 7, 1954 for the construction of Construction Section 23 of which the lowest had been submitted by A. J. Baltes, Incorporated of Norwalk, Ohio. He said that the low bid had been almost \$800,000 under the high bid. He said that he had known the A. J. Baltes firm for some thirty years and that he considered it a reputable firm, well equipped, well financed, and from an experience point of view very able to accomplish the project. He said that the unit prices in the firm's bid compared favorably with the unit prices in the bids

received for construction of Construction Section 23A which had been subsequently rejected. He said that the Consulting Engineer, the Contracting Engineer, the Chief Engineer and the Executive Director approved the contract documents for Contract C-23 and that they recommended the award of the contract to A. J. Baltes, Incorporated at its bid price of \$5,533,897.

The General Counsel orally and by letter advised that in his opinion the bid of A. J. Baltes, Incorporated conformed to the requirements of the applicable statute, and to the terms, conditions, and specifications prescribed by the Commission and to the legal notice; and that award might legally be made to it. Attached to his letter was proof of publication of notice of receipt of bids for Contract C-23. The Vice Chairman recalled that A. J. Baltes, Incorporated had previously been awarded Contract C-27 and asked the Executive Director if he was convinced that, if Contract C-23 should be awarded to the firm, both contracts could be completed on schedule. The Executive Director replied that he had full confidence that the contractor could accomplish Contract C-23 within the specified time and that the firm was performing splendidly on its first contract with the Commission.

Mr. McKay inquired as to the status of right-of-way for use in connection with Contract C-23. The Chief of the Right-of-way Section said that that right-of-way was in excellent shape. He said that all of the mainline parcels had been procured except those owned by the City of Elyria. The General Counsel said that three condemnation cases involving parcels of land of the City of Elyria were set for trial at 10:30 A. M. on July 16, 1954 in the Common Pleas Court of Lorain County. He said that the Commission probably had a greater percentage of the right-of-way available for Contract C-23 than it had ever had at the time of making an award of a contract.

Resolution 104-1954, awarding construction contract C-23, was moved for adoption by Mr. Linzell, seconded by Mr. Allen, as follows:

"WHEREAS, pursuant to authority heretofore granted, the executive director and general counsel have caused an advertisement to be published, according to law, for bids upon a contract for the construction of that portion of Ohio Turnpike Project No. 1 which is known as Construction Section 23, which contract is designated Contract C-23, and proof of said advertising is before the Commission;

WHEREAS there are before this meeting the plans and forms of other contract documents for said contract, to-wit: Forms of notice to bidders, proposal, special provisions, and contract, for Contract C-23;

WHEREAS bids for the performance of said contract 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 all of the aforesaid bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications with respect to all bidders and potential bidders, and the bid of A. J. Baltes, Inc., a corporation formed under the laws of the state of Ohio, in the amount of \$5,533,897.00, for the performance of Contract C-23 is, and is by the Commission determined to be, the lowest of said bids for the construction of Construction Section 23; and the Commission has been advised by its general counsel that said bid conforms to the requirements of §5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the construction of said construction section; and

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

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby approves, adopts, and ratifies the plans and forms of other contract documents before it at this meeting for the aforesaid contract, being for and in connection with the construction of Construction Section 23 of Ohio Turnpike Project No. 1, and that all action heretofore taken by the executive director, chief engineer, and general counsel, and any of them, with reference to said contract be, and the same hereby is, ratified, approved, and confirmed; and

FURTHER RESOLVED that the bid of A. J. Baltes, Inc., a corporation formed under the laws of the state of Ohio, in the amount of \$5,533,897.00, for the performance of Contract C-23 be, and hereby it is, determined to be the lowest and best bid received for the work for the aforesaid construction section, and is accepted; and that each of the chairman and the executive director be, and each of them hereby is, authorized (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission by and in its resolution No. 69-1952, and No. 480-1953, and meeting the requirements of either of said resolutions (2) to return to the other bidder the bid security furnished, (3) to return said successful bidder's bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

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

Ayes: Linzell, Allen, McKay, Teagarden.

Nays: None.

The Vice Chairman declared the resolution adopted.

The Vice Chairman observed that award of Contract C-23 completed the award of all contracts for construction of the roadway proper of Ohio Turnpike Project No. 1.

The Executive Director presented for the consideration of the Commission the contract documents on maintenance building contract MB-1 and said that they had been approved by the Consulting Engineer, the Chief Engineer, and the Executive Director. He said that nine bids for construction of Contract MB-1 had been received on July 13, 1954 and that the bids had ranged from a low of \$184,632 to \$226,029. He said that the competition had been very good and that the low bid had been lower than the amount which had been estimated by the Consulting Engineer for the cost of one of the maintenance buildings nearly three years before. He said that the bid was a satisfactory one as far as the monetary amount was concerned. He said that the low bidder was the B & B Construction Company of Youngstown, Ohio which was not too large a firm but one which did work amounting to between one and two million dollars per year. He said that at that time the firm was building a maintenance building for Mahoning County quite similar to the one which the Commission would build; and that the Consulting Engineer had checked, through the Architect, with the County Engineer of Mahoning County who had stated that the contractor was doing a very satisfactory job on the county building. He said that the Consulting Engineer and the Architect and the Chief Engineer had concluded that the B & B Construction Company was qualified to do the work and that they and the Executive Director recommended that the Commission approve the contract documents and make award of the contract to the B & B Construction Company on its low bid of \$184,632.13.

The General Counsel orally and by letter advised that in his opinion the bid of B & B Construction Company, a partnership, conformed to the requirements of the applicable statute, and to the terms, conditions, and specifications prescribed by the Commission and to the legal notice; and that award might legally be made to it. Attached to his letter was proof of publication of notice of receipt of bids for Contract MB-1.

Resolution No. 105-1954, awarding Maintenance building Contract MB-1, was moved for adoption by Mr. McKay, seconded by Mr. Linzell, as follows:

"WHEREAS, pursuant to authority heretofore granted, the executive director and general counsel have caused an advertisement to be published, according to law, for bids upon a contract for the construction of a maintenance building to be located in Mahoning County, Ohio, along the route of Ohio Turnpike Project No. 1, which contract is designated Contract MB-1, and proof of said advertising is before the Commission;

WHEREAS there are before this meeting the plans and forms of other contract documents for said contract, to-wit: Forms of notice to bidders, proposal, contract, and special provisions, including "Special Provisions for Contract MB-1" and "Special Provisions for Maintenance-building Contracts in General, "both of which comprise a part of the contract documents for said contract;

WHEREAS bids for the performance of said contract 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 all of the aforesaid bids for said contract were solicited on the basis of the same terms and

and conditions, and the same specifications with respect to all bidders and potential bidders, and the bid of B & B Construction Co., a partnership composed of Fred Beshara, M. C. Bogen, Helen Cononico, and Ida Beshara, in the amount of \$184,632.13, for the performance of Contract MB-1 is, and is by the Commission determined to be, the lowest of all said bids; and the Commission has been advised by its general counsel that said bid conforms to the requirements of §5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the construction of the aforesaid maintenance building; and

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

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby approves, adopts, and ratifies the plans and forms of other contract documents before it at this meeting for the aforesaid contract, being for and in connection with the construction of a maintenance building in Mahoning County along the route of Ohio Turnpike Project No. 1, and that all action heretofore taken by the executive director, chief engineer, and general counsel, and any of them, with reference to said contract be, and the same hereby is, ratified, approved, and confirmed; and

FURTHER RESOLVED that the bid of B & B Construction Co., a partnership composed of Fred Beshara, M. C. Bogen, Helen Cononico, and Ida Beshara, in the amount of \$184,632.13, for the performance of Contract MB-1 be, and hereby it is, determined to be the lowest and best of all said bids for the aforesaid contract, and is accepted; and that each of the chairman and the executive director be, and each of them hereby is,

authorized (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission by and in its resolution No. 69-1952, and meeting the requirements of said resolution, (2) to return to all other bidders the bid security furnished by each of them, respectively, (3) to return said successful bidder's bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

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

Ayes: McKay, Linzell, Allen, Teagarden.

Nays: None.

The Vice Chairman declared the resolution adopted.

The Executive Director, reporting on his activities and, more specifically, on matters relating to the construction and operation of Ohio Turnpike Project No. 1 since the last previous meeting of the Commission, said that a total of 27.26 percent of the work on Project No. 1 had been completed compared with a scheduled percentage of 30.8. He said that it was his belief that lost progress due to the generally inclement weather, particularly heavy rains, during the early spring would be recovered shortly. He said that in June 1954 there had been accomplished some 99 percent of the progress scheduled for that month and that as of July 1, 1954 the work was approximately two weeks behind schedule.

The Executive Director said that Contract C-1 in the expedited section was progressing quite satisfactorily and that as of July 8, 1954 the contractor, the Harrison Construction Company, had completed some 15,360 lineal

feet, or approximately 30 percent, of its total pavement requirement of 56,278 feet. He said that with that percentage of pavement placed there appeared to be no reason why the contractor could not complete that contract before December 1, 1954. He said that on Contract C-2 & 3 in the expedited section the contractor, D. W. Winkelman Company, Incorporated, had handled some 143,100 cubic yards of earthwork during the previous week, leaving a total of about 960,000 cubic yards to be handled. He said that two weeks previously the contractor had handled a total of 213,000 cubic yards of earthwork. The Executive Director said that he was very much pleased that he could give the Commission a very much brighter picture than he had been able to present at the June 1954 meeting of the Commission. He said that the contractor definitely had made good on its assurances to the Commission on May 27 and 28, 1954, that it would appreciably augment its equipment, particularly its grading equipment. He said that the contractor's work in regard to the grading line was proceeding as well as could be expected. He said that the contractor, however, had not made satisfactory progress on its paving and that in the previous week had laid only 9,052 lineal feet of twelve foot pavement, making a total of 24,342 lineal feet during nearly three weeks of concrete placement. He said that the total represented about 11-1/2 percent of the total pavement to be placed and that unless the contractor could speed up its output appreciably there would be little chance for it to complete its paving requirement during 1954. He said that the contractor's batching plant seemed to have a limitation of approximately a hundred cubic yards per hour and that it was the contractor's plan to increase its pavement yardage in some manner, perhaps by operating two shifts, as soon as it could get its grading far enough ahead to accept and receive that additional concrete. The Executive Director said that he did not think that that would be possible until about August 1, 1954. He said that the contractor was planning to secure another source of concrete for structures so that it would not have to use the same batching plant for structures that was then being used for both structures and pavement. He said that a very close check

was being kept on that contract. He said that the Consulting Engineer was of the opinion after talking with the Contracting Engineer that the work could be completed on time and that he thought that the Chief Engineer felt similarly. The Executive Director said that he felt that the contractor definitely must increase concrete production to insure opening of the pavement by December 1, 1954 because at the existing rate it would take nearly eight or nine months of pouring concrete to complete the pavement.

The Executive Director said that on Contract C-4a & 5a in the expedited section the contractor, Bero Engineering and Construction Corporation, had completed approximately 65 percent of its grading but during the previous week had run into some so-called blue till material so that it was going to be necessary to waste a considerable part of the blue till. He said that the contractor had started paving on July 9, 1954 and had paved 285 lineal feet of twelve foot pavement that day. He said that the contractor was using just one paving mixer but was constructing a second batching plant which would be used for a second paving operation if necessary. He said that the contractor was trying to determine whether it could reach an average of around 3,500 lineal feet of twelve foot pavement per day with its existing operations from the one batching plant and the one mixer because if that could be done the contractor could complete the job by December 1, 1954. He said that should that program prove impracticable the contractor was preparing to operate two pavers and appreciably increase production so that he was not too much concerned about that contract but that it would be watched very carefully to insure completion within the time limit.

The Executive Director reported that Contract-C6&7 was ahead of schedule and that the contractor planned to start paving about September 1, 1954. He said that the only other

contractor that was paving at that time was V. N. Holderman and Sons, Incorporated, on Contract C-56 & 57 in Fulton and Williams Counties, and that that contractor was making by far the best progress of any of the contractors placing concrete at that time on the Turnpike. He said that many of the contractors across the state planned to pave at least a portion of their contracts during 1954. He said that the overall picture of the status of construction of the turnpike was generally quite satisfactory despite a lot of difficulties in the matter of earthwork and with blue till.

The Vice Chairman said that the Executive Director's report on the status of construction on the expedited section was good news to the Commission in view of the Commission's determination to open the expedited portion on time. The Executive Director said that most of the engineers were quite confident that the section would be opened on time. He said that he thought that it would be opened on time but that he still felt that the Commission would have to watch Contract C-2&3 and Contract C-4a&5a very very carefully. He said that the Commission could not be positive that there would be perfect weather for the next four months or that there would be a fall season such as in 1953 which had permitted contractors to work nearly up to Christmas. He said that he felt that the section was going to be completed on time.

The Executive Director said that the report on additional costs dated July 12, 1954, which had been given to each member of the Commission that day, was one with which everyone could be pleased as it indicated that such costs actually had dropped from an estimate of \$1,242,000 on March 5, 1954 to \$845,960 as of July 12, 1954. He explained that the additional costs were due to change orders, extra-work contracts, probable overruns, and conditions which were being met in construction work which had not been anticipated at the time the contracts had been let and the time the plans had been prepared. He said that he expected that the total additional costs would

be appreciably increased in the next six or eight months because a lot of nonperformance had already been taken into consideration. He said that he did not expect that there would be much additional nonperformance. He said that there was one grade separation project, at Slagle Road in Portage County, which had not been anticipated and for which there were no plans but which it appeared the Commission would have to build. The Executive Director said that it had previously been understood that the Portage County Commissioners would vacate Slagle Road but that apparently they were adamant in their stand that the road was not going to be vacated. He said that the grade separation structure at that point would cost the Commission about \$130,000 and that it would accommodate very few people and very little traffic. He explained that if the County Commissioners were unwilling to vacate or relocate roads of that type there was nothing the Commission could do except build crossings. He said that plans were being prepared in case the Commission should have to build the Slagle Road separation structure.

The Executive Director reported that Contract M-7B for the fabrication and delivery of structural steel for the Black River Bridge in Lorain County had been awarded by the Executive Director to the American Bridge Division of United States Steel Corporation on June 18, 1954 at the bid price of \$168,947.50, which had been the lowest of some six bids that had been submitted. He said he had made that award to expedite fabrication of the material so that there would not be any delay when the Commission got to building Construction Section 23 and because it had not been felt that the matter had been of sufficient import to call the Commission into special session to handle the award. He said that the members of the Commission had been advised that the Executive Director intended to make the award unless some member objected. He said that he was very regretful that Mr. McKay had not received the papers in time because he had thought that he had given the members sufficient time so that they could

have telephoned him on the day of the award. He said that he had made the award on June 18, 1954 because he was going to be gone from Columbus the following week and he had not thought that the award should be delayed that long.

Mr. McKay said that he had no objection to the price or to the company; that his objection always went "to the matter of the question of policy procedure of awarding." He said that he thought the bid had been a good one. The Executive Director said that he had been given authority to make that award. Mr. McKay said that the Executive Director was talking about resolution No. 69-1952 to which Mr. McKay had objected for the previous two years. The Executive Director said that nevertheless the resolution had been passed. Mr. McKay agreed with that statement.

The Executive Director reported that the Consulting Engineer had recommended that bids for the remaining seven maintenance buildings be taken in two groups with one group comprising buildings 2, 3, and 4 and the second group comprising buildings 5, 6, 7 and 8. He said that the recommendation provided that contractors could submit proposals on individual buildings or on any combination of buildings or on all of them. He said that the Consulting Engineer, the Chief Engineer and the Executive Director felt that that procedure might result in lower prices. He said that if that recommendation was satisfactory contracts for construction of the remaining maintenance buildings would be advertised on that basis. The members of the Commission indicated that they did not object to the recommendation.

The Executive Director said that he was in accord with the recommendation of the Consulting Engineer and the Chief Engineer that bids for roadway lighting contracts be taken in three ways: on lighting in the eastern half of Ohio Turnpike Project No. 1, on lighting in the western half of the project, and on all lighting on the project.

He said that otherwise the Commission would have to take bids for individual interchanges and that he believed that the Commission could get better prices on the recommended basis. There was general assent by the members of the Commission to that proposal.

The Executive Director reported that the Vice Chairman, the Executive Assistant and Mr. Donnelly of the J. E. Greiner Company had represented the Commission at the opening of a portion of the New York Thruway on June 24, 1954. He said that little had been gained from the visit to the Thruway except to learn that a very considerable mileage of highway had been opened to traffic without any service facilities whatsoever, such as gasoline stations, restaurants, etc.

The Executive Director reported that the Chief Engineer, the Comptroller and the Executive Director had journeyed to Pennsylvania and New Jersey and had spent several days with turnpike authorities in those states during the week of June 20, 1954. He said that the principal reason for the visits had been to observe the facilities and the operations so as to assist the staff of the Commission in its planning for manning and operating Ohio Turnpike Project No. 1 and more particularly the expedited section. He said that the information gained had been quite beneficial and would be of very considerable assistance to the staff in its planning.

The Executive Director reported that a new draft of the proposed servicestation contract together with bidding documents had been prepared and submitted by memorandum dated July 9, 1954 to the Allen Committee. He said that those proposed documents included revisions made to conform with decisions arrived at by the Allen Committee when it had met on June 30, 1954 to consider the servicestation contract documents. He said that all members of the committee with the exception of the Executive Director, who had been ill, had been present at that meeting.

The Executive Director reported that, based on recommendations that had been made by Colonel Mingle,

Superintendent of Ohio Highway Patrol, it had been considered that only one patrolman per shift would be required on the expedited section, or a total of four in view of weekends and a five-day, forty-four week. He said that Colonel Mingle had volunteered to confer with the Attorney General of Ohio and with the Governor of Ohio to work out some satisfactory arrangement which would give Colonel Mingle authorization to have the State Highway Patrol do the policing on the expedited section. He said that there would have to be some other negotiations with regard to the policing of Ohio Turnpike Project No. 1 as a whole.

The Executive Director reported that the Consulting Engineer had prepared an alternate design of toll booths using steel plate in lieu of the armored plywood which had had a great deal to do with increasing the costs of the three toll plazas on the expedited section. He said that there would be no difference in the appearance of the booths as a result of using the alternate design. He said that the proposed new design had not yet been submitted to the Chief Engineer so that it could not be determined just when additional toll plaza construction projects would be advertised for letting.

The Executive Director reported that Bellman, Gillett and Richards, Architects, were working on two drawings for service area buildings which should be completed within the next thirty to forty-five days. He said that the Architect would work concurrently in fitting the plans to the individual service area sites each of which required special consideration for such items as plumbing, sewage disposal, utilities, etc.

The Executive Director reported that a proposed layout and general floor plan for the Administration Building of Ohio Turnpike Building of Ohio Turnpike Project No. 1 had been presented by the Architects, Stickle & Associates of Cleveland, for consideration of the Consulting Engineer, the Chief Engineer and the Executive Director. He said that, as directed by the Commission at its last previous meeting, an elevator had been added in the plans. He said it was the opinion of the Chief Engineer

and of the Executive Director that the proposed 13,549 square feet that had been planned by the Architect probably would be inadequate and that the Chief Engineer was preparing specific recommendations for increasing the size of the building. He said that the Architect believed that it might take as long as a year to construct the Administration Building. He said that he would like to have the Commission look over the Architect's perspective showing the general architectural treatment and the floor plan as then presented by the Architect, following the meeting of the Commission.

The Executive Director reported that a very tentative layout plan for the dual truck-stop area had been submitted to the Commission by the Consulting Engineer and that the Consulting Engineer had recommended that it be empowered to negotiate with an architect to prepare certain limited plans for that area, principally to insure compatibility with other structures on the Turnpike. He said that he had given the Chief Engineer instructions to have the Consulting Engineer negotiate with an architectural firm which the Consulting Engineer had recommended. He said that no contract would be concluded with that firm but that the negotiations would permit presentation of the picture as to what proposal could be secured from that architect and as to how much the Commission would propose that that architect prepare in the way of plans. He said that it was not planned that the architect to be consulted should prepare the detailed plans in their entirety but rather that the detailed plans should be prepared by the architect of the concessionaire who should be awarded a contract at the dual truck-stop area. He said that the engineers had selected a site for the area between Ohio Route 99 and Ohio Route 4 but nearer to Route 99. He said that it would still appear that the

Commission itself probably would not be able to undertake the financing of the dual truck-stop area and that while the staff had no assurances whatsoever that any concessionaire would be willing to undertake the very considerable capital investment that would be involved the staff did propose to prepare the concessionaire agreement and necessary documents to cover a very considerable period of years so as to make the proposition as attractive as possible to prospective bidders.

The Executive Director reported that shop drawings for the towers and the tower foundations and other pertinent phases of the contract for radio communications were proceeding satisfactorily and that actual construction was tentatively scheduled to start around August 1, 1954.

The Executive Director reported that the engineering for the toll equipment system and the tooling necessary for production had been substantially completed by the contractor and that progress on that contract could be considered as satisfactory.

The Executive Director reported that little noticeable work had been observed on the three toll plaza contracts that had been awarded. He said that, however, it was understood that some preliminary work had been accomplished.

The Vice Chairman thanked the Executive Director for his report and said that it was a fine report and had covered a number of things.

The Director of Information and Research reported that his department had conferred with representatives of the Ohio State Automobile Association and of the Ohio Trucking Association on a program for publicizing the operation of the expedited section. He said that suggestions and offers of cooperation in the program had been received from both organizations.

The Director of Information and Research recommended the leasing of display space at the 1954 Ohio State Fair to display the exhibit which the Commission had prepared for the 1953 Ohio State Fair. He said that the exhibit would be altered to bring it up to date. He said that similar display space at a similar location leased for the 1953 Fair could be obtained for \$570.00 plus a nominal charge for utilities. He said that utilities would cost about \$30.00 and that it was planned to order a reprinting of the leaflets containing information about Ohio Turnpike Project No. 1 which had been printed originally for distribution at the 1953 Fair. He said that the original printing of 80,000 had been exhausted. He said that the wages of two attendants for the exhibit would be about \$120.00 for the period of the fair. Mr. McKay said that those costs seemed reasonable.

Resolution No. 106-1954 authorizing the leasing of space at the Ohio State Fair grounds, was moved for adoption by Mr. Allen, seconded by Mr. McKay, as follows:

"WHEREAS it is or may be desirable to lease space at the state fairgrounds, Columbus, Ohio, in order to display, at the annual Ohio State Fair, a turnpike exhibit;

NOW, THEREFORE, BE IT

RESOLVED that each of the executive director and executive assistant of the Commission be, and each of them hereby is, authorized to enter into a lease, on behalf of the Commission, with the Division of State Fair of the Ohio Department of Agriculture, State of Ohio, for such space at the Ohio State Fairgrounds and for such period of time as is necessary for the display of a turnpike exhibit, for the period of the 1954 state fair."

In response to a question by Mr. Allen, the Director of Information and Research said that the dates for the 1954 Fair would be August 27 to September 3 inclusive.

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

Ayes: Allen, McKay, Linzell, Teagarden

Nays: None.

The Vice Chairman declared the resolution adopted.

The General Counsel presented for consideration of the Commission a resolution by which the Commission would approve a location in the vicinity of Ohio Route 99 in Erie County, Ohio, for a service area to be comprised of dual facilities and to be designed primarily to furnish truck service. He said that the resolution would authorize and direct the Executive Director to proceed with the requisite preliminary surveys and studies and otherwise prepare for the acquisition of land for such service area.

Resolution No. 107-1954, approving a location for a service area to be designed, primarily, to furnish truck service, was moved for adoption by Mr. Linzell, seconded by Mr. Allen, as follows:

"WHEREAS the Commission, by resolution No. 17-1954, authorized and directed its executive director to cause to be prepared a typical service layout for areas to be constructed, primarily, to furnish truck service; and

WHEREAS the Commission's chief engineer and its consulting engineer have recommended to the Commission that a location in the vicinity of State Route No. 99 in Erie County, Ohio, be approved as the location for one such additional area, comprised of dual facilities (i.e., opposite each other, on both sides of Ohio Turnpike Project No. 1), to be designed primarily to furnish truck service, and the Commission has duly and fully considered the same;

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby approves a location in the vicinity of State Route No. 99, in Erie County, Ohio, as the location for a service area to be comprised of dual facilities and to be designed, primarily, to furnish truck service; and

FURTHER RESOLVED that the executive director be,

and he hereby is, authorized and directed to proceed with the requisite preliminary studies and surveys and otherwise prepare for the acquisition of land for such service area."

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

Ayes: Linzell, Allen, McKay, Teagarden.

Nays: None.

The Vice Chairman declared the resolution adopted.

The Executive Director said that if anything should happen so that the Commission should be unable to proceed with a dual truck-stop area at the location authorized, the site and area were such as the Commission probably would want to augment its plan of service areas for general servicing so that probably nothing would be lost with respect to acquiring the land.

The General Counsel read a letter under date of July 15, 1954 addressed to the Commission and signed by the Chief Engineer, the Consulting Engineer, the General Counsel, and the Executive Director as follows:

"Gentlemen:

In considering the proposed maintenance-building contracts, it became evident that numerous changes were needed in the General Specifications because of the nature of the maintenance-building work. We have therefore prepared the enclosed Special Provisions for Maintenance-building Contracts in General. The undersigned hereby approve said Special Provisions and recommend their approval by the commission.

If the commission approves these Special Provisions for Maintenance-building Contracts in General, it is proposed that these provisions together with the specific provisions for each maintenance-building contract will form the necessary special contract documents for each contract."

The General Counsel said that copies of the Special Provisions for Maintenance-building Contracts in General had been transmitted to each of the members by mail.

Resolution No. 108-1954, adopting Special Provisions for Maintenance-building Contracts in General, was moved for adoption by Mr. McKay, seconded by Mr. Linzell, as follows:

"WHEREAS there are before this meeting the Special Provisions for Maintenance-building 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 maintenance-building contract; and

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 maintenance buildings 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 present responded to roll call. The vote was as follows:

Ayes: McKay, Linzell, Allen, Teagarden.

Nays: None.

The Vice Chairman declared the resolution adopted.

The General Counsel presented to the Commission a resolution which would authorize the employment of an architect to furnish certain specified services in connection with service areas. He said that the Commission had previously entered into a contract, on May 20, 1953, with the firm of Bellman, Gillett and Richards for the performance of architectural service for the first one of the service areas. He said that the Commission had not made any arrangements for having the detailed design work done on the remainder of the service areas and that the time had been reached, according to the Commission's engineers, when the Commission should employ someone to prepare the detailed plans of the remainder of the general type of service-area facilities in conformity with the plans for the first one of the service areas. He said that the resolution would authorize the Executive Director to enter into a contract on behalf of the Commission with the firm of Bellman, Gillett and Richards for the performance of architectural services in connection with the design of the major features of the service areas which the Commission was to construct, other than the one for which the firm already was under contract, and to check shop drawings and furnish incidental consultative services. The General Counsel said that the resolution would not result in the same contract that the Commission had with respect to the first service area, which called for the firm to furnish the services of inspection during construction. He said that he understood that the firm was unwilling and probably unable to spread itself far enough across the state to do that detailed inspection work during construction and that the Executive Director had in mind other arrangements, which he had not planned completely, for the handling of that work.

The Executive Director said that the architect was in process of preparing the detailed plans for the building and sewage disposal plant for one area but that the sites for the areas varied somewhat and the utility facilities at the sites varied and that therefore certain plans had to be made to fit the original plan to each individual site. He said that it had been recommended by the Consulting Engineer and the Chief Engineer that the architectural firm of Bellman, Gillett and Richards do that additional work and that a satisfactory figure for the work had been agreed upon with the firm. The Executive Director said that it was quite natural that the firm of Bellman,

Gillett and Richards should be the one to be employed to fit each of the building plans to the individual site for each building and to make the plans for sewers, utilities, etc. that had to be done for each individual service-area location because it had prepared the first plan. He said that he thought that the arrangements that had been made with the architect were satisfactory.

Resolution No. 109-1954, authorizing the employment of architect to furnish services in connection with service areas, was moved for adoption by Mr. Allen, seconded by Mr. Linzell, as follows:

"WHEREAS the Commission has heretofore, on May 20, 1953, entered into a contract with Bellman, Gillett & Richards, architects, for the performance of certain services for one of the proposed service areas comprising a part of Ohio Turnpike Project No. 1, which contract, subject to certain modifications, is presently in effect; and

WHEREAS it is now necessary for the Commission to retain the services of an architect or architects in connection with the design of certain major features of the other service areas which the Commission contemplates for construction as a part of Ohio Turnpike Project No. 1, and for certain incidental consultative services in checking functions in connection with the construction of said service areas; and

WHEREAS the Commission's consulting engineer has recommended the employment of Bellman, Gillett & Richards, a partnership engaged in the practice of architecture in Toledo, Ohio, for the performance of the aforesaid services, including preparation of plans, specifications, and documents requisite to the development of the buildings, the sewage-disposal facilities, the water-supply systems, all utility connections and their distribution through the service areas, and the lighting system and facilities throughout the areas, for the service areas in addition to the one covered by the aforesaid existing agreement between the Commission and Bellman,

Gillett & Richards, and shall also include the checking of shop drawings and incidental consultative services to be furnished during the construction of the aforesaid facilities; and

WHEREAS the Commission has received advice pertaining to the aforesaid recommendation from its chief engineer and its executive director, and is satisfied with the professional qualifications of said Bellman, Gillett & Richards, and that the Commission should enter into a contract with said firm provided terms of such a contract can be negotiated which will be approved by the Commission's consulting engineer, its executive director, and its general counsel;

NOW, THEREFORE, BE IT

RESOLVED that the Commission's executive director be, and he hereby is, authorized to enter into a contract on behalf of the Commission with Bellman, Gillett & Richards for the performance of architectural services in connection with the design of the aforesaid major features of the service areas which the Commission shall construct (other than the service area which said firm is presently under contract to design) and for checking of shop drawings and incidental consultative services pertaining to the construction of the aforesaid service areas; provided, however, that said contract shall be subject to the approval of the Commission's general counsel and its consulting engineer."

Mr. McKay asked what the basis of price on the new contract was and whether that basis differed from the basis in the first contract. The Executive Director and representatives of the Consulting Engineer replied that the figure in the new contract was one and a half percent of the cost of the actual part that the architect should design. The Executive Director said that that figure did not include the grading, or the paving, or the supervision. He said that the basis of price on the first contract had been three percent of the cost for each building on the dual service area involved. He said that supervision had been included in the first contract.

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

Ayes: Allen, Linzell, McKay, Teagarden.

Nays: None.

The Vice Chairman declared the resolution adopted.

The General Counsel presented, briefly explained, and recommended the adoption of two resolutions rescinding previously adopted right-of-way appropriation resolutions.

Resolution No. 110-1954, rescinding condemnation resolution No. 313-1953, was moved for adoption by Mr. McKay, seconded by Mr. Allen, as follows:

"WHEREAS the Commission on July 23, 1953, adopted resolution No. 313-1953 which, among other things, directed the appropriation of certain property of Thomas Lohr et al.; and

WHEREAS the Commission is advised by its general counsel that it is desirable for technical reasons to rescind said resolution;

NOW, THEREFORE, BE IT

RESOLVED that resolution No. 313-1953, adopted July 23, 1953; be, and the same hereby is, rescinded."

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

Ayes: McKay, Allen, Linzell, Teagarden.

Nays: None.

The Vice Chairman declared the resolution adopted.

Resolution No. 111-1954, rescinding condemnation resolution No. 250-1953, was moved for adoption by Mr. McKay, seconded by Mr. Allen, as follows:

"WHEREAS the Commission on June 23, 1953, adopted resolution No. 250-1953 which, among other things, directed the appropriation of certain property of Ward C. Kistler et al.; and

WHEREAS the Commission is advised by its general counsel that it is desirable for technical reasons to rescind said resolution;

NOW, THEREFORE, BE IT

RESOLVED that resolution No. 250-1953; be, and the same hereby is, rescinded."

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

Ayes: McKay, Allen, Linzell, Teagarden.

Nays: None.

The Vice Chairman declared the resolution adopted.

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

Resolutions Nos. 112-1954, 113-1954, and 114-1954, 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. Allen, as follows:

"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, 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>
Thomas Lohr	R.D. #2, Warren, Ohio
Alma Lohr	R.D. #2, Warren, Ohio
County Auditor of Trumbull County	Trumbull County Court House Warren, Ohio
County Treasurer of Trumbull County	Trumbull County Court House Warren, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 177-A - 178-F -- Fee Simple

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Lordstown Township Lots Nos. 60 and 61 and being all that part of the lands described in the deed to Thomas Lohr, dated January 25, 1944 and recorded in Volume 469, Page 85 of Trumbull County Deed Records lying within a strip of land 255 feet wide between parallel lines, the Northeasterly line of said strip being parallel to and distant 135 feet Northeasterly measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 11, Page 68 of Trumbull County Map Records, and the Southwesterly line of said strip being parallel to and distant 120 feet Southwesterly measured on a line normal to said center line.

Parcel No. 177-A - 178-F(1) -- Permanent Easement for Highway Purposes.

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Lordstown Township Lot No. 60, and bounded and described as follows:

Beginning on the center line of Lintz-Townline Road at a point distant 690 feet Northeasterly, measured along said line from its intersection with the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 11, Page 68 of

Trumbull County Map Records; thence Southwesterly along the center line of Lintz-Townline Road to its intersection with a line drawn parallel to and distant 135 feet Northeasterly of, measured on a line normal to, said center line of Ohio Turnpike Project No. 1; thence Northwesterly along said parallel line to its intersection with a line drawn parallel to and distant 80 feet Northwesterly of, measured at right angles to, the center line of Lintz-Townline Road; thence Northeasterly parallel with the center line of Lintz-Townline Road to the intersection with a line drawn Northwesterly, at right angles, from a point in the center line of Lintz-Townline Road distant 400 feet Northeasterly of its intersection with said center line of Ohio Turnpike Project No. 1; thence Southeasterly along said right angle line 20 feet; thence Northeasterly parallel with said center line of Lintz-Townline Road 290 feet; thence Southeasterly at right angles to the center line of Lintz-Townline Road 60 feet to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Lintz-Townline Road as now established.

Parcel No. 177-A - 178-F(2) -- Permanent Easement for Highway Purposes

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Lordstown Township Lot No. 61, and being bounded and described as follows:

Beginning on a line parallel to and distant 120 feet Southwesterly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 11, Page 68 of Trumbull County Map Records, at its intersection with the center line of Lintz-Townline Road; thence Northwesterly along said parallel line to a point distant 80 feet Westerly, measured at right angles from said center line of Lintz-Townline Road; thence Southwesterly parallel to said center line to a point distant 80 feet Northwesterly, measured at right angles from a point on the center line of Lintz-Townline Road distant 189.16 feet Southwesterly, measured along said center line from its intersection with the center line of said Ohio Turnpike Project No. 1; thence Southwesterly to a point distant 60 feet Northwesterly, measured at right angles from

a point on the center line of Lintz-Townline Road distant 620.28 feet Southwesterly, measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1, thence Southwesterly, parallel to the center line of Lintz-Townline Road to a point distant 60 feet Northwesterly, measured at right angles from a point on said center line distant 797 feet Southwesterly, measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1; thence Southeasterly at right angles to said center line of Lintz-Townline Road 120 feet to a point distant 60 feet Southeasterly, measured at right angles from said center line; thence Northeasterly to a point distant 72 feet Southeasterly, measured at right angles from a point on the center line of Lintz-Townline Road distant 400 feet Southwesterly, measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1; thence Northeasterly to a point distant 80 feet Southeasterly, measured at right angles from a point on the center line of Lintz-Townline Road distant 189.16 feet Southwesterly, measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1; thence Northeasterly parallel to said center line of Lintz-Townline Road to said line parallel to and distant 120 feet Southwesterly from the center line of Ohio Turnpike Project No. 1 as first afore-said; thence Northwesterly along said parallel line to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Lintz-Townline Road as now established.

Parcel No. 177-A - 178-F(3) -- Permanent Easement for Highway Purposes

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Lordstown Township Lot No. 61, and bounded and described as follows:

Beginning on the center line of Lintz-Townline Road at its intersection with the center line of Ohio Turnpike^P Project No. 1, as shown by plat recorded in Volume 11, Page 68 of Trumbull County Map Records; thence Northeasterly along the

center line of Lintz-Townline Road 295.96 feet; thence Southeasterly at right angles to the center line of said Road 278.41 feet; thence Southerly at right angles to the center line of Wilson East Road, being also the Northerly line of said Original Lot No. 61, 40 feet to the center line of said Wilson East Road and the principal place of beginning of premises herein intended to be described; thence Westerly along the center line of said Wilson East Road 100 feet; thence Southerly at right angles 40 feet; thence Easterly parallel with said road 100 feet; thence Northerly at right angles 40 feet to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Wilson East Road as now established.

Parcel No. 177-A - 178-F(4) -- Temporary Easement for Detour Road

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Lordstown Township Lot No. 61, and being bounded and described as follows:

Beginning on a line parallel to and distant 120 feet Southwesterly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 11, Page 68 of Trumbull County Map Records at a point distant 130 feet Northwesterly, measured at right angles, from the center line of Lintz-Townline Road; thence Southwesterly parallel to said center line of Lintz-Townline Road to a point 130 feet Northwesterly, measured at right angles, from a point on said center line distant 189.16 feet Southwesterly, measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1, as aforesaid; thence Southwesterly to a point distant 130 feet Northwesterly, measured at right angles, from a point on the center line of Lintz-Townline Road distant 620.28 feet Southwesterly, measured along said center line, from its intersection with the center line of Ohio Turnpike Project No. 1; thence Southwesterly parallel to the center line of Lintz-Townline Road, 176.72 feet to a point; thence Southerly to a point distant 20 feet Northwesterly, measured at right angles, from a point on the center line of Lintz-Townline Road distant 1,000 feet Southwesterly, measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1;

thence Southeasterly on said right angle line 20 feet to said center line of Lintz-Townline Road; thence Northeasterly along said center line 203 feet to a point; thence Northwesterly at right angles to said center line 60 feet to a point; thence Northeasterly parallel to said center line of Lintz-Townline Road 176.72 feet to a point; thence Northeasterly to a point distant 80 feet Northwesterly, measured at right angles, from a point on the center line of Lintz-Townline Road distant 189.16 feet Southwesterly, measured along said center line, from its intersection with the center line of Ohio Turnpike Project No. 1; thence Northeasterly parallel to the center line of Lintz-Townline Road to said line parallel to and distant 120 feet Southwesterly from the center line of Ohio Turnpike Project No. 1, as first aforesaid; thence Northwesterly along said parallel line to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Lintz-Townline Road as now established.

Parcel No. 177-A - 178-F(5) -- Temporary Easement for Detour Road

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Lordstown Township Lot No. 60 and bounded and described as follows:

Beginning on a line parallel to, and distant 135 feet Northeasterly of, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 11, Page 68 of Trumbull County Map Records, at its intersection with a line 130 feet Northwesterly of, measured at right angles to the centerline of Lintz-Townline Road (so called); thence Northeasterly along said line parallel to said centerline of Lintz-Townline Road to a point 130 feet Northwesterly of, measured at right angles to said center-line of Lintz-Townline Road at a point 690 feet Northeasterly, measured along said center line, from its intersection with said Turnpike centerline; thence Northeasterly to a point 20 feet Northwesterly of, measured at right angles to said centerline of Lintz-Townline Road at a point 900 feet Northeasterly, measured along said centerline, from its intersection with said Turnpike centerline; thence Southeasterly on said right angle line 20 feet to a point on said centerline of Lintz-Townline Road; thence Southwesterly

along said centerline 210 feet to a point; thence Northwesterly at right angles to said centerline 60 feet to a point; thence Southwesterly parallel to said centerline 290 feet to a point 60 feet Northwesterly, measured at right angles, from said centerline at a point 400 feet Northeasterly, measured along said centerline, from its intersection with said Turnpike centerline; thence Northwesterly on a line at right angles to said centerline of Lintz-Townline Road 20 feet to a point; thence Southwesterly on a line parallel to said centerline to its intersection with a line parallel to, and distant 135 feet Northeasterly of, measured on a line normal to said Turnpike centerline; thence Northwesterly along said parallel line to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Lintz-Townline Road, as now established.

The aforementioned rights to be appropriated are as follows:

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. 177-A - 178-F, including such rights to any turnpike constructed thereon."

Resolution Number 113-1954.

"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, 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>
Ward C. Kistler	Route 2, Warren, Ohio
Edith Kistler	Route 2, Warren, Ohio
W. A. Sprenkle	Address Unknown
The Federal Land Bank of Louisville, Kentucky	Louisville, Kentucky
The Land Bank Commissioner of Louisville, Kentucky	Louisville, Kentucky
County Auditor of Trumbull County	Trumbull County Court House, Warren, Ohio
County Treasurer of Trum- bull County	Trumbull County Court House Warren, Ohio

The aforementioned property to be appropriated
is described as follows:

Parcel No. 179-A -- Fee Simple

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Township Lot No. 4 Tract No. 15 of the Salt Spring Tract and being all that part of the lands described in the deed to Ward C. Kistler dated October 2, 1950, and recorded in Volume 538, Page 363 of Trumbull County Deed Records lying within a strip of land 255 feet wide between parallel to and distant 130 feet Northeasterly measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 11, Page 71 of Trumbull County Map Records, and the Southwesterly line of said strip being parallel to and distant 125 feet Southwesterly, measured on a line normal to said center line.

Parcel No. 180-D -- Fee Simple

Situated in the Township of Jackson, County of Mahoning and State of Ohio and known as being part of Original Jackson Township Tract No. 14 in Salt Spring Tract and being all that part of the lands described as Parcel No. 2 in the deed to Ward C. Kistler dated October 2, 1950 and recorded in Volume 640, Page 545 of Mahoning County Deed Records lying within a strip of land 275 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 plat recorded in Volume 33, Page 50 of Mahoning County Map Records, and the Southwesterly line of said strip being parallel to and distant 135 feet Southwesterly measured on a line normal to said center line.

Parcel No. 179-A(1) -- Permanent Easement for Drainage Purposes.

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Lordstown Township Lot No. 4 in Tract No. 15 of the Salt Spring Tract and bounded as follows:

Northeasterly by a line parallel to and distant 200 feet Northeasterly of, measured on a line normal to, the center line of Ohio Turnpike Project No. 1 as shown by plat recorded in Volume 11, Page 71 of Trumbull County Map Records; Southwesterly by a line parallel to said center line and distant 130 feet Northeasterly of, measured on a line normal to, said center line; Northwesterly by a line normal to said center line at Station 561+50 and Southeasterly by a line normal to said center line at Station 562+20.

Parcel No. 179-A(2) -- Permanent Easement for Drainage Purposes.

Situated in the Township of Lordstown, County of Trumbull and State of Ohio and known as being part of Original Lordstown Township Lot No. 4 in Tract No. 15 of the Salt Spring Tract and bounded as follows:

Northeasterly by a line parallel to and distant 125 feet Southwesterly of, measured on a line normal to, the

center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 11, Page 71 of Trumbull County Map Records; Northwesterly by a line normal to said center line at Station 560+70 and Southerly by the Southerly line of said Original Lot No. 4, being also the Southerly line of Trumbull County.

Excepting therefrom that portion thereof lying within the bounds of County Line Road as now established.

Parcel No. 180-D(2) -- Permanent Easement for Highway Purposes.

Situated in the Township of Jackson, County of Mahoning and State of Ohio and known as being part of Original Jackson Township Tract No. 14 in Salt Spring Tract and being all that part of the lands described as Parcel No. 2 in the deed to Ward C. Kistler dated October 2, 1950 and recorded in Volume 640, Page 545 of Mahoning County Deed Records lying within a strip of land 78 feet wide between parallel lines, the Northeasterly line of said strip being parallel to and distant 135 feet Southwesterly measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 33, Page 50 of Mahoning County Map Records, and the Southwesterly line of said strip being parallel to and distant 213 feet Southwesterly measured on a line normal to said center line.

Parcel No. 180-D(3) -- Permanent Easement for Drainage Purposes.

Situated in the Township of Jackson, County of Mahoning and State of Ohio, and known as being part of Original Jackson Township Tract No. 14 in Salt Spring Tract, and being all that part of the lands described as Parcel No. 2 in the deed to Ward C. Kistler dated October 2, 1950 and recorded in Volume 640, Page 545 of Mahoning County Deed Records, bounded and described as follows:

Beginning on a line parallel to and distant 213 feet Southwesterly, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 33, Page 50 of Mahoning County Map Records at its intersection with a line drawn Southwesterly, normal to the center line of Ohio Turnpike Project No. 1 from Station 21+90; thence Southwesterly along said normal line, 222 feet to a point; thence Southeasterly at right angles to the last described line 110 feet to a point; thence Northeasterly at right angles to the last described line and along a line normal to Station 23+00 on the center line of Ohio Turnpike Project No. 1, 222 feet to said line parallel to and distant 213 feet Southwesterly, measured normal to said center line; thence Northwesterly along said parallel line 110 feet to the place of beginning.

Parcel No. 180-D(4) -- Permanent Easement for Drainage Purposes.

Situated in the Township of Jackson, County of Mahoning and State of Ohio, and known as being part of Original Jackson Township Tract No. 14 in Salt Spring Tract and being all that part of the lands described as Parcel No. 2 in the deed to Ward C. Kistler dated October 2, 1950 and recorded in Volume 640, Page 545 of Mahoning County Deed Records, bounded and described as follows:

Beginning on a line drawn 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 plat recorded in Volume 33, Page 50 of Mahoning County Deed Records, at its intersection with a line drawn Northeasterly, normal to Station 22+50 on said center line; thence continuing Northeasterly on said normal line 60 feet to a point; thence Southeasterly parallel to the center line of Ohio Turnpike Project No. 1, 50 feet to a point; thence Southwesterly at right angles to the last described line, 60 feet to a point on said line parallel to and distant 140 feet Northeasterly, measured on a line normal to the center line of Ohio Turnpike Project No. 1 as aforesaid; thence Northwesterly on said parallel line, 50 feet to the place of beginning.

The aforementioned rights to be appropriated are as follows:

Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the parcels described above as Parcels Nos. 179-A and 180-D, including such rights to any turnpike constructed thereon."

Resolution No. 114-1954

"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>
G. W. Enyedy	188 Cleveland Street Elyria, Ohio
Lillian Enyedy	188 Cleveland Street Elyria, Ohio
James H. Bramwell	188 Cleveland Street Elyria, Ohio
LaVonne M. Bramwell	188 Cleveland Street Elyria, Ohio
Peggy Tuford	188 Cleveland Street Elyria, Ohio
Donald J. Gardner	188 Cleveland Street Elyria, Ohio
Norma E. Gardner	188 Cleveland Street Elyria, Ohio

<u>Owner(s)</u>	<u>Place of Residence</u>
Leo Roberts	188 Cleveland Street Elyria, Ohio
Johanna Roberts	188 Cleveland Street Elyria, Ohio
County Auditor of Lorain County	Lorain County Court House Elyria, Ohio
County Treasurer of Lorain County	Lorain County Court House Elyria, Ohio

The aforementioned property to be appropriated
is described as follows:

Parcel No. 120Y(1) -- Permanent Easement for Highway
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. 33, East of Black River, and being all
that part of the lands described in the deed to G. W. Enyedy,
dated September 21, 1950, and recorded in Volume 500,
Page 128 of Lorain County Deed Records, bounded as follows:

Westerly by the center line of State Route 301 as
now established;

Southerly by the Southerly line of lands described in
the deed to G. W. Enyedy as aforesaid;

Northerly by a line drawn parallel to and distant 150
feet Southerly, measured on a line normal to the center line
of Ohio Turnpike Project No. 1, as shown by plat recorded in
Volume 15, Page 40 of Lorain County Map Records;

Easterly by a straight line drawn from a point in
said Southerly line of lands described in the deed to G. W.
Enyedy, distant 56 feet Easterly, by rectangular measurement,
from the center line of State Route 301 as now established,
to a point in the aforesaid line drawn parallel to the center line
of said Ohio Turnpike Project No. 1, distant 48 feet Easterly,
by rectangular measurement, from the center line of State
Route 301 as now established.

Excepting therefrom that portion thereof lying within the
bounds of State Route 301 as now established."

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

Ayes: Linzell, Allen, McKay, Teagarden.

Nays: None.

The Vice Chairman declared the resolutions adopted.

The Vice Chairman welcomed Mr. Henry Boyd of New York City, Vice President of Blyth & Company, Incorporated, and said that the Commission was glad to have him present.

The Vice Chairman declared the meeting recessed until 2:15 o'clock P. M. when it would resume in the lounge of the Columbus Athletic Club. The time of recess was 12:45 o'clock P. M.

The meeting resumed at 2:25 o'clock P. M. in the lounge of the Columbus Athletic Club with all members of the Commission present.

The Chairman reported that his physicians had refused to consent to his going out of the Columbus Athletic Club and he thanked the Commission for moving the session over to the Club as a convenience to him.

The Chairman reported that the Commission had been very well advised by letter of the developments during the previous several weeks. He said that with respect to Contract C-2 & 3 the Commission had been keeping in constant touch with that contract and that it was his belief that the Commission was generally in good order insofar as performance of its contract was concerned.

The Director of Information and Research reported that copies of the recommendations for the naming of interchanges and gateways on Ohio Turnpike Project No. 1 had been distributed to the members of the Commission and to the

heads of departments. He said that the naming process had originated with a committee comprised of R. S. Deetz, Traffic Engineer for the Commission, and Gilbert Nelson of the staff of the Consulting Engineer, which had been appointed the previous fall by the Executive Director to deal with the whole problem of signs for the Turnpike. He said that that committee had made recommendations on names to the Chief Engineer who had transmitted them to the Executive Director who had referred the recommendations to the Department of Information and Research. He said that members of his department had consulted with Mr. Deetz and with others on the Commission staff and with representatives of the Ohio State Automobile Association and with the engineer of traffic of the Ohio Department of Highways and that the results of those conferences were reflected in the list of suggested names on pages two and three of the recommendations submitted to the Commission.

The Director of Information and Research said that the principal basis for the selection of the names recommended was geographic in that the recommendations made use of names of cities and villages in proximity to the interchanges and gateways. He said that that basis had been chosen in the belief that the Turnpike user, in planning or following an itinerary, would best be served by having it made easy for him to recognize the interchange at which he desired to get on or off the Turnpike. He said that it had been thought that the use of city and village names which could be found on road maps and charts would make it easier for the Turnpike user to plan and execute his itinerary. He said that in choosing the suggested names an effort had been made to avoid confusion and repetition and to select names which would be as brief as possible, easily pronounced, easily remembered, and easily spelled. He said that as the Chief Engineer had stated in his memorandum to the Executive Director the names of interchanges and gateways would be placed on the signs which the Turnpike user would encounter in advance of arriving at the interchanges and gateways and that those signs also would identify the interchanges and gateways by number and by designation of the intersecting state highways at the

respective interchanges.

The Director of Information and Research said that since the Turnpike user would neither get on nor off the Turnpike system at the two gateways the names chosen for those gateways were Eastgate at the Ohio-Pennsylvania line and Westgate at the Ohio-Indiana line.

The Director of Information and Research said that the interchanges at both Ohio Route 7 south of Youngstown and Ohio Route 18 west of Youngstown would serve Youngstown and that the committee named by the Executive Director had felt that it would be desirable to have the name of Youngstown applied to both those interchanges but that, in order to differentiate them for the Turnpike user, some other name should precede Youngstown in each case. He said that the use of the name of North Lima in the designation of the interchange at Route 7 arose from the existence of the village of North Lima just south of the interchange on Route 7 and that the use of the name of Niles in the designation of the interchange at Route 18 rose from the proximity of the city of Niles, which would be served by that interchange.

The Director of Information and Research said that the City of Warren was the only large city in the general neighborhood of the interchange at Ohio Route 5. He said that the next five interchanges to the west generally might be said to serve Cleveland and, to a lesser extent, Akron but that not all of them could be designated Cleveland because of the confusion that would result. He said that Ohio Route 14 interchange was some twenty-five miles southeast of Cleveland and that Streetsboro, a well-known intersection of three existing state highways, was only a mile from that interchange and was a distinctive name. He said that the interchange at Ohio Route 8 was about thirteen miles north of Akron and about twenty miles south of Cleveland, and that much traffic to and from Akron would use that interchange and that Akron was one of the large traffic generators for Project No. 1 and one of the largest trucking centers of the nation. He said that the interchange at U. S. 21 was connected directly with downtown Cleveland by an existing four-lane divided highway, the Willow Freeway, which very likely would be

the route most used by traffic to and from downtown Cleveland and that, therefore, the name Cleveland for that interchange seemed logical. He said that the interchange at U. S. 42 also would be used by much traffic to and from downtown Cleveland and to and from west-side Cleveland but, in order to differentiate it from the interchange at U. S. 21, the name of Strongsville, which was the municipality within which that interchange was located, had been used. He said that Strongsville was the location of the Administration Building for Project No. 1 and was a fast growing suburb of Cleveland. He said that the interchange at Ohio Route 10 was just over the Cuyahoga County line in Lorain County and that the name of North Olmsted had been chosen because it was a large and growing suburb of Cleveland located only a short distance from that interchange.

The Director of Information and Research said that the interchange at Route 57 was located at the north corporation line of Elyria and would serve both Lorain and Elyria and that the choice of Lorain-Elyria seemed logical as a designation of that interchange. He said that the interchange at U. S. 250 south of Sandusky north of Norwalk was a very short distance from the town of Milan, which would locate the interchange geographically, and that Milan happened also to be the birthplace of Thomas A. Edison. He said that that suggested name represented the one exception to the geographical basis for the naming of interchanges.

The Chairman reported that he had sent a copy of the memorandum of the Director of Information and Research containing recommendations for names of interchanges to the Governor and that he had talked about the memorandum to the Governor over the telephone afterwards. He said that he could report that the Governor was generally in accord with the geographical designations but that the Governor thought, however, that in the case of Edison there was a great deal to be said in favor of taking special note of the origin of so great an American in Ohio through Project No. 1.

The Director of Information and Research said that the interchange at Ohio Route 53 was a very short distance north of the City of Fremont and that the name of that city seemed to be the logical suggestion for the designation for that intersection. He said that Fremont was a notably large city in that area. He said that each of the next two interchanges to the west would serve Toledo and also Detroit and the Michigan recreational area. He said that the committee on signs had held out for having the name of Toledo in the designations of both of those interchanges, the eastern of which was at Stony Ridge, a very small community at the intersection of relocated Ohio Route 120 south of Toledo, and the western of which was at U. S. 20 a short distance west and north of Maumee and west and south of Toledo so that the names of Stony Ridge and of Maumee had been combined with that of Toledo in the suggested designations of those two interchanges.

He said that the name of Wauseon, the only large city in Fulton County, had been suggested for the interchange at Ohio Route 8 in Fulton County. He said that for the last interchange to the west which was at Ohio Route 15 in Williams County the name of Bryan, the nearest large city, had been suggested. He said that Bryan was located some ten miles south of the interchange on Ohio Route 15.

He said that with the exception of the use of Niles in the name for the interchange at Ohio Route 18 the suggested names were those of cities or villages which were on the state highways served by the interchanges.

Mr. Teagarden asked whether any consideration had been given to calling the interchange at U. S. 250 Lake Erie-Sandusky. He said that several people in Sandusky had discussed such a name with him and that they had pointed out that the interchange was at the closest point to Lake Erie on the Turnpike and that Sandusky was the largest city located on Route 250. He said that he did not want to be in a position of taking opposition to the Governor.

He said that while Bryan was ten miles from the interchange at Ohio Route 15, Montpelier was only three miles from the interchange and residents of the latter city had been quite interested in having that interchange named Montpelier. He said that he understood that the City of Bryan also was quite interested in having that interchange named Byran. He said that he wanted the record to show that the name of Montpelier had been suggested at the meeting for the consideration of the Commission at the proper time.

The Director of Information and Research said that the recommendations which the Commission had received from various sources such as city councils, civic organizations, and individuals concerning the naming of interchanges were listed at the conclusion of the report. He said that the name of Lake Erie had been recommended for the interchange at Route 250 by the Sandusky Chamber of Commerce and by Representative Young of Sandusky. He said that the name of Milan for that same interchange had been suggested by the Village Council of Milan, by the Milan Garden Club, and by John F. McCrystal. He said that the committee on signs had recommended the name Sandusky-Norwalk for that intersection as representing the name of the city to the north and the city immediately to the south. He said that the Ohio State Automobile Association had suggested Milan alone while the engineer of traffic of the Highway Department had favored the use of Sandusky alone. He said that for the interchange at Route 15 the name of Montpelier had been recommended by Jack Dyer, who at that time had been an associate editor of the Montpelier Leader Enterprise and that the name of Bryan had been recommended by the Bryan Chamber of Commerce. He said that when the recommendations had been considered it had been noted that Montpelier was not on Route 15 although it was closer in actual miles to the interchange than was Bryan. The Chairman asked how soon the Commission would need to take action on the recommendations. The Executive Director said that the committee on signs had indicated that if a decision should not be made very shortly some of the signs would not be ready for the opening of the expedited section. The Chief Engineer said that an additional problem was that of publishing some literature and maps in connection with publicity for the expedited section and that such material should go to the printer by about the first of October. The Chairman said that a decision would be made by the 15th of

September at least with respect to the names for the interchanges on the expedited section.

Mr. McKay noted that the suggested designations for names for the interchanges at Route 8 and Route 21 were simple ones, namely, Akron and Cleveland. He suggested that all four of the principal cities on the Turnpike be treated similarly by naming the interchange at Ohio Route 7 the Youngstown interchange and the interchange at Ohio Route 120 the Toledo interchange. He said that all four of the cities would then be on the same common basis.

The Chairman directed the Director of Information and Research to prepare an abstract from the minutes of the meeting of the comments the members had made with respect to the names recommended for interchanges and bring it to the attention of the members. He said that the names of as many of the interchanges as possible would be selected at the September meeting of the Commission which would leave time for people to be heard who wanted to be heard.

The Director of Information and Research said that his department had also been asked to suggest names for certain service areas and that he hoped to have those suggestions for the Commission at its next meeting. He said that his department submitted for the consideration of the Commission a suggestion that the service areas be referred to as service parks since they were to include a garden and a picnic ground. The Chairman said that he thought that that was a grand idea. The Director of Information and Research said that discussion of service park names so far had centered around names that could reflect the history and geography of the territory through which the Turnpike passed. Mr. Teagarden suggested that if there should be a service park close to Milan it could be called Milan-Edison and that the interchange in that vicinity could be called Lake Erie-Sandusky.

The Chairman said that the Commission would turn the whole subject of names for interchanges and service areas and maintenance buildings over to the Department of Information and Research. Mr. McKay inquired why it was necessary to name the maintenance buildings since the public would never use them. The Chief Engineer said that the naming of maintenance buildings was intended principally to facilitate designation of delivery points and that probably the buildings could be called by the name of the nearest railroad team track to which material destined for the building could be shipped. He said that everybody then would know where the building was. The Chairman said that it was the understanding that the Director of Information and Research would call upon the engineers and others in the organization to assist in obtaining the necessary names.

The Chairman designated a committee to make the arrangements for the opening of the expedited section on December 1, 1954, the members of the committee to be: the Executive Director as chairman, the Chief Engineer, the Executive Assistant, the Comptroller, and the Director of Information and Research. The Chairman thanked the Director of Information and Research for his report.

The General Counsel resumed the making of his report, which had been interrupted by the recess for luncheon. He stated that the Commission had seven cases pending in various courts of appeals which were appeals either by the Commission or by the landowner in condemnation cases. He said that the cases were pending in four different courts of appeals and that none of them was likely to be disposed of by those courts until Fall. He said that pendency of those cases had no effect upon the Commission's right to the use of the land involved or upon the State's ownership of the land. He said that the Commission had been sued several days previous by one of its contractors, the Horvitz Company, that the action was one for money only, and that the total amount claimed was somewhat over thirty-nine thousand dollars. He said that the contractor had asserted claims in approximately that amount against the Commission a number of months previous arising out of and in connection with its contract for the construction of the substructure of the Cuyahoga River twin bridges and that, after exhaustive investigation and consideration, General

Counsel of the Commission had advised the contractor not long before that, in his opinion, there was no liability on the part of the Commission on the claims which the contractor asserted. He said that the contractor obviously was not satisfied with that disposition and apparently was seeking through the courts to effect a recovery.

The General Counsel said that there were pending in the Common Pleas Court of Summit County two actions, one seeking a writ of mandamus and the other seeking an injunction and that both had to do with a claim that work which the Turnpike Commission's contractor had done had caused a spring to go dry and a pool to fill up with mud or silt. He said that the plaintiff had sought a temporary injunction and that the court had denied that application. He said that the Commission had been sued in July 1954 by one Melvin Keller and others in an action filed in the Common Pleas Court of Sandusky County. He said that it had been claimed in the petition that in connection with surveying and test drilling by the Contracting Engineer damage had been done to the property of the plaintiffs and especially that some of the work had resulted in some cattle eating some barbed wire and being injured or killed by it. He said that something over two thousand dollars had been claimed in that suit.

The General Counsel said that the City Council of the City of Elyria had adopted a resolution on July 7, 1954, styled a resolution authorizing and directing the settlement of the controversy between the City of Elyria, Ohio, and the Ohio Turnpike Commission. He said that under date of July 8, 1954 a certified copy of that resolution had been transmitted to the General Counsel by the Mayor and the Safety Service Director of the city. He said that the members of the Commission had in their possession copies of the resolution adopted by the City Council of Elyria wherein the proposal was that all pending litigation and existing controversies between the City of Elyria and the Ohio Turnpike Commission be settled according to the terms of that resolution. He said, in summary, that it

provided that the three appropriation cases which were set for trial on July 16, 1954 in the Common Pleas Court of Lorain County should proceed to trial and that if the Commission should introduce evidence of the compensation stated in that resolution to be paid by the Commission in the aggregate of \$25,000 for those three parcels, the city would not take exception to such evidence nor introduce opposing evidence. He said that in any event those trials were to go forward according to that proposal.

The General Counsel said that resolution further provided that the Commission should do certain things with respect to various water and sewage lines, having to do with the size of pipes and the location of pipes, and that other arrangements should be made with respect to some of those things between the Chief Engineer of the Commission and the city engineer. He said that the resolution further provided that the city should vacate portions of three city streets, two of which had been in existence and used by the public for some time, while the third had been more recently dedicated. He said that the resolution provided that the city should vacate the portions of those streets within the Turnpike right-of-way and that, upon that being done, the Commission would pay the sum of \$135,000 to the city. He said that the resolution further provided for the vacation of a small portion of an unimportant street in the interchange area at Ohio Route 57. He said that what he had recited was the substance of the proposal submitted. He said that the Commission's Special Counsel who had handled the trial of the injunction suit, Mr. John Lansdale, Jr., had developed the arrangements, on behalf of the Commission, which had become embodied in the resolution.

Mr. Lansdale said that the only thing not stated by the General Counsel was that the proposal by its terms required action by the Commission no later than July 15, 1954. He recommended that the Commission proceed to act on the proposal. He said that it was his opinion that the Commission might validly and lawfully accept the proposal.

He said that it was his opinion that the Commission might validly and lawfully accept the proposal.

The General Counsel said that he had prepared a form of resolution by which the Commission might, if it desired, accept the proposal and direct the appropriate persons, especially General Counsel, Executive Director, and Chief Engineer of the Commission to proceed to cause to be done the things contemplated by the terms of the resolution to be done by the Commission or on its behalf.

The General Counsel said that the previous afternoon at 5:00 o'clock Elyria time there had been held a special meeting of the City Council of Elyria, attended by all of its members, and that the meeting had been called by the president of the City Council, who was the gentleman who had said ". . . the public of Ohio be damned", according to the report in the Elyria Chronicle-Telegram. He said that at that meeting the president of council had invited any of the members of the council who had voted in favor of the adoption of the resolution to move for its reconsideration. He said that upon receiving no such motion the president of council then had invited any member of council to submit a proposal to repeal the resolution. He said that such a proposal had been offered and that the result, after apparently a good deal of debate, had been that the proposal had been voted down by a vote of five to four against its adoption. He said that the five members of council had voted against the proposal who had voted in favor of the adoption of the original resolution. Mr. Lansdale said that the Mayor of Elyria and the City Solicitor of Elyria had been present at the meeting.

The Chairman said that he thought that the fact cited by the General Counsel and Mr. Lansdale lent authority to the Commission's safety in accepting that proposal, because, the fact that the matter had been brought up a second time was indicative of the integrity of a majority of that council, and of the mayor, and of the city solicitor. He said that those were the persons principally concerned on behalf of the city and that with such an assurance as he thought could be derived from

the conduct of those people the previous night there was an implied assurance of the integrity of the majority of council, of the mayor, and of the city solicitor, and that the Commission could expect that they would adhere honestly to the terms of the proposal as it had been presented to the Commission at the meeting. The Chairman said that personally he thought that the Commission would do well to approve the proposal and make it effective. He said that he would not feel that if he did not feel also that the mayor and the city solicitor and the majority of the council would protect the integrity of the city's offer to the Commission. He said that it had been a long road the Commission had had at Elyria. He said that he was sure of the conscientious attention of the Commission and its staff to every objection which had been raised in the past and that he was willing to concede the conscientious view of those at Elyria who had opposed the Commission. He said that he had no doubt that they who opposed the route had done so as conscientiously as those who had advanced it.

The Executive Director said that he thought that the Commission should accept the offer of the City of Elyria. The Chief Engineer said he thought that the proposal represented a practical solution to the problem and that he recommended that the Commission accept the proposal of the city. Mr. E. J. Donnelly, representing the Consulting Engineer, said that he concurred in the recommendations of the Executive Director and the Chief Engineer.

The General Counsel said that he had been informed that that morning at 11:25 o'clock Elyria time a citizen of Elyria who was an attorney for the Elyria Chronicle-Telegram, had filed a suit for injunction naming as defendants the City of Elyria, its mayor and its solicitor. He said that the Ohio Turnpike Commission had not been named as a defendant. He said that it had been reported to him that the attorney sought an injunction to restrain the defendants from doing anything to carry out the terms of the proposal of the City of Elyria.

The Chairman said that the Commission would do all in its power to see that the proposal was carried out and let it be on the consciences of any who should stand in its way that they had done so. He said let them account to the people of Ohio if they should stand in the way of the proper solution of a controversy which had long vexed, not only the Commission, but the people of Ohio.

The General Counsel said that in mentioning the new suit to the Commission he was not suggesting that that should be a cause why the Commission should not accept the proposal of the City of Elyria.

The Chairman said that indeed it should be no deterrent at all. He said that if the community at Elyria, as represented by its governing body and its principal executive officials, wanted the proposal and the Commission considered it acceptable then the Commission could conscientiously accept it and expect that it would be finally executed. He asked Mr. Henry Crawford of the firm of Squire, Sanders & Dempsey, Special Counsel to the Commission in the Elyria litigation, whether Mr. Lansdale's statement with respect to the validity and lawfulness of the Commission in proceeding to accept the proposal was binding on Mr. Crawford and on his firm. Mr. Crawford replied in the affirmative, adding: "We think the Commission may lawfully enter into this contract."

Mr. McKay said that he was perfectly happy to move the adoption of the resolution regarding the settlement of the Elyria controversy because he had moved the resolution for the condemnation of the property at the bridge location which had finally resulted in the resolution. He said that he thought that the proposal was eminently fair to the council and the citizens of Elyria and was eminently fair likewise to the Commission. He said that he thought that it was very fundamental that within a short time after Ohio Turnpike Project No. 1 should be completed the fears of the proponents of delay in the City of Elyria would be completely washed out and that they would learn, as citizens in other areas had learned, that the final construction would result in a useful and not a detrimental project.

"WHEREAS the mayor and service director of the city of Elyria (hereinafter called "City") have transmitted to the Commission's general counsel, and he has received, on behalf of the Commission, and there is now before the Commission, a certified copy of resolution No. 2279 styled "Resolution Authorizing and Directing the Settlement of the Controversy between the City of Elyria, Ohio, and Ohio Turnpike Commission, "adopted by the council of the City on July 7, 1954, and approved by the mayor of the City on July 8, 1954; and

WHEREAS the Commission has duly considered the same and is fully advised in the premises;

NOW, THEREFORE, BE IT

RESOLVED that the Commission does hereby find the terms of the City's proposal as set forth in said resolution No. 2279 to be acceptable, and hereby accepts said proposal; and

FURTHER RESOLVED that the Commission's general counsel, executive director, chief engineer, and other administrative officers be, and they hereby are, authorized to do everything which is needful or proper, in the judgment of the Commission's general counsel, to consummate the termination of the litigation and controversies between the Commission and the City in accordance with the terms embodied in said resolution No. 2279; provided, of course, that the City shall duly and timely do or cause to be done everything in said resolution provided to be done by or on behalf of the City."

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

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

Nays: None.

The Chairman declared the resolution adopted.

The General Counsel said that because of the advent of an Executive Director and the adoption of a code of bylaws since some earlier resolutions having to do with the effecting of contracts of employment of employees of the Commission, he thought that it was desirable that the heads of the several departments be specifically authorized

from time to time to enter into, modify, and terminate, on behalf of the Commission, contracts of employment of subordinate personnel within their respective departments. He said that he had prepared a resolution to that effect which would define and clarify lines of authority and responsibility in the heads of the Commission's staff.

Resolution No. 116-1954, defining and further clarifying lines of authority and responsibility, was moved for adoption by Mr. Linzell, seconded by Mr. Teagarden, as follows:

"WHEREAS the Commission, prior to the adoption of its Code of By-laws on July 9, 1953, and the amendment thereto on January 15, 1954, granted certain authority with respect to certain contracts of employment to designated members of its staff; and

WHEREAS the Commission now finds it desirable that the lines of authority and responsibility in these matters be further clarified and clearly defined;

NOW, THEREFORE, BE IT

RESOLVED that the executive director, chief engineer, general counsel, comptroller, and director of information and research, as heads of the executive, engineering, legal, accounting and auditing, and information and research departments of the Commission, respectively (said departments and the heads thereof being provided for and designated by §2 of Article V of the Code of By-laws, as amended), be, and each of them hereby is, authorized and empowered from time to time to enter into, modify, or terminate, on behalf of the Commission, contracts of employment of any and all subordinate personnel within their respective departments."

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

Ayes: Linzell, Teagarden, Allen, Shocknessy.

Nays: McKay.

The Chairman declared the resolution adopted.

The General Counsel presented to the Commission a resolution designed to enable the curing of an ambiguity in the Trust Agreement under which the Commission's bonds had been issued, that had to do with the utilization of the revenues from the turnpike in order to pay the interest on the bonds. He said that the members of the Commission were already familiar with the matter.

Resolution No. 117-1954, authorizing the execution of a supplement to the Trust Agreement dated June 1, 1952, was moved for adoption by Mr. Allen, seconded by Mr. McKay, as follows:

"RESOLVED that the officers of the Commission be, and they hereby are, authorized to enter into a supplement to the Trust Agreement dated June 1, 1952, by and between the Ohio Turnpike Commission and The Ohio National Bank of Columbus, as Trustee, in substantially the form of the agreement presented to this meeting, with such changes, if any, as may be approved by the Commission's general counsel, and the Commission hereby adopts, approves, and confirms all of the findings and recitals set forth in said supplement."

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.

Resolution No. 118-1954, fixing rate of compensation of John Soller, Assistant Secretary-Treasurer and Comptroller, was moved for adoption by Mr. Allen, seconded by Mr. Teagarden, as follows:

"RESOLVED that the rate of compensation of the Commission's assistant secretary-treasurer and comptroller, effective July 1, 1954, be, and the same hereby is fixed at \$14,000 per annum."

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.

Resolution No. 119-1954, appointing Charles P. Smith Deputy Executive Director and fixing his rate of compensation, was moved for adoption by Mr. Teagarden, seconded by Mr. Allen, as follows:

"WHEREAS increasing volumes of work imposed upon the executive department of the Commission's staff make it desirable that the executive director have the assistance of a deputy, and the executive director and the Commission are of the opinion that Charles P. Smith is a suitable person to serve as such deputy, and will be able adequately to serve as such in addition to meeting his responsibilities as executive assistant to the Commission;

NOW, THEREFORE, BE IT

RESOLVED that Charles P. Smith be, and hereby he is, appointed deputy executive director and his rate of compensation as such and as executive assistant to the Commission is hereby fixed at \$16,000 per annum, effective July 1, 1954."

The Chairman said that the portion of the resolution assigning additional duties to Colonel Smith had been offered at the request of the Executive Director. The Executive Director said that he had requested some assistance and that Colonel Smith had been assisting him at times. He said that he had had no authority over Colonel Smith but that the latter had been very helpful and always willing. Without commenting on the salary increase, the Executive Director went on to say that he was very happy to be able to have Colonel Smith as his assistant so that he could definitely detail some of his work to him.

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

Ayes: Teagarden, Allen, Linzell Shocknessy.

Nays: None.

Not Voting: McKay.

The Chairman declared the resolution adopted.

The Director of Information and Research reported that a telephone call had come to the offices of the Commission from Mr. Ralph H. Miner, Assistant Secretary of the Goodyear Tire and Rubber Company at Akron, Ohio. He said that in that conversation Mr. Miner had said that the Goodyear Company had several locations in mind along Ohio Turnpike Project No. 1 at which it was thinking of erecting some large electric billboards similar to the one which the company then had in operation on a hill overlooking the Willow cloverleaf just south of Cleveland. He said the Mr. Miner had asked whether the Commission would have any objections to such a program by the Goodyear Company. The Director of Information

and Research said that he had told Mr. Miner that he could not speak for the Commission but that he would relay the gist of the conversation. He said that Mr. Miner had indicated his intention to write a letter to the Commission outlining what he had said over the telephone. The Director of Information and Research reported further that Mr. Miner had asked that the Commission's billboard policy be explained to him and that the Director of Information and Research had told Mr. Miner that the Commission had said that it would allow no signs other than directional and safety signs necessary for the operation of the Turnpike within the limits of the right-of-way and also that the Commission had negotiated with many owners of property agreements which had provided that those owners would not erect billboards visible from the Turnpike roadways on the portions of their land not taken for Turnpike purposes and also that the Commission had said that it would make efforts to screen billboards with planting. He said that Mr. Miner had said during the conversation that the Goodyear Company wanted to be a good citizen.

The Chairman said that he had no doubt that the Goodyear Company did want to be a good citizen and that the Goodyear Company was composed of good citizens and that he knew that the Goodyear Company would not want to desecrate the face of nature nor to deface the Turnpike Project. He said that however a request from so noble and representative a Roman as the Goodyear Company rather brought to the attention of the Commission and brought into focus the fact that there was likely to be a billboard problem and that it would not always arise with those who wanted to be as good citizens as the Goodyear Company. He said that he was glad that the Director of Information and Research had brought the matter to the attention of the Commission so that the record would show that at the first meeting after the decision by the Supreme Court of Ohio on that subject that there was already before the Commission a billboard question. He said that he gathered that all Mr. Miner wanted from the Commission was advice, that Mr. Miner did not need any permission from the Commission. He said that he assumed that Mr. Miner did not expect any assurance from the Commission that it would not try to plant out the sign device if it should be erected.

Mr. McKay asked whether the billboard easements which the Commission had obtained were invalid. He said that he thought that the Commission had obtained easements on about ninety percent of the parcels required for the Turnpike construction.

The Chairman said that the Commission hoped that the easements were valid and he added that the Commission certainly expected to try to enforce them. He said again that the matter presented by Mr. Miner brought into focus the billboard problem which the Commission had done as much with as it had been authorized to do under the law and that the Commission in addition had done all that it could by contract so that beyond that it was up to others.

Mr. Linzell reported that the study of Ohio Turnpike Project No. 2 had been progressing steadily since the execution of agreements made with the J. E. Greiner Company and Coverdale & Colpitts. He said that the Consulting Engineers would have determined the location where the mile-wide band would lie by the end of July, 1954, at which time he had scheduled a series of meetings with city and county planning commissions and others who might be affected should the facility be determined to be economically feasible and subsequently be built. He said that the consulting-engineering firms would be represented at those meetings and that he would like for the Turnpike Commission to be represented if it would care to send anybody so that the reaction might be conveyed to the Commission first hand. He said that the meetings were scheduled two per day, at 9:00 A. M. and 1:30 P. M., starting Monday, July 26, 1954, and ending Friday, July 30, 1954 except that no meetings were scheduled for Thursday, July 29, 1954. Mr. Linzell stated that he had had several conferences both with the Consulting Engineers on location and cost and with the traffic and revenue consultants and that Turnpike No. 2 was shaping up to where the Highway Department of Ohio knew about where it would be. He said that as to actual feasibility the Highway Department would not know the answer until the last turn of the crank. He said that the work had been proceeding according to plan and would be completed, unless some unforeseen event should occur, by August 27, 1954, the date that had been set for the preliminary report.

The Chairman asked whether the Commission would get the report promptly after August 27, 1954. Mr. Linzell replied that the Commission would get the report promptly, that as soon as he had a report it would be delivered to the Commission. The Chairman suggested that the report when available be sent by mail to the Secretary of the Commission and that the Secretary distribute it to the members so that the members would have an opportunity to consider the report because they did not know very much about Project No. 2 and would therefore have to take some time on it. He said that the Commission wanted to handle the report as rapidly as it could. The Chairman said that it would be the wish of the Commission that the Executive Director should handle the meetings referred to by Mr. Linzell as the Executive Director should see fit. Mr. Allen said that someone should represent the Commission at the meetings. The Chairman agreed and the Executive Director said that he thought that that was a splendid idea. The Chairman congratulated Mr. Linzell on trying to eliminate the kind of irritations that the Commission had suffered up to that time but that he did not think that Mr. Linzell would be able to do that.

Resolution No. 120-1954, ratifying actions of administrative officers, was moved for adoption by Mr. Teagarden, seconded by 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 afore-said administrative officers of the Commission on its behalf since the Commission's meeting on June 8, 1954 are hereby ratified, approved, and confirmed."

At that point a member of the audience, later identified as Mr. Kenneth Thomas of the office of the Auditor of State, said that he would like to say something if he might. He asked if he might have permission to address the Commission. The Chairman refused the permission and proceeded to have a roll call on Resolution No. 120-1954.

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 Chairman took note of the presence of Mr. Henry Boyd of Blyth & Company, Incorporated of New York City and invited Mr. Boyd to address the Commission. Mr. Boyd said that it was about time for the bond underwriters to be thinking of sending out a progress report which would be Report No. 4. He said that Report No. 4 had been held up in the hope that there would be favorable news on the Elyria controversy and in expectation of the awarding of the final roadway contract. He said that favorable news of the Elyria situation when it should be disposed of would end the questions on that matter which had been directed at the underwriters and that the award of Contract C-23 would make available final figures on construction costs. He said that a preliminary draft of the progress report would be mailed to the Commission for its approval and that the report would be distributed by about September 15, 1954.

The Chairman said that Mr. Boyd had always been a friend and always a helpful friend and that the Commission had been delighted that he had been able to be at the meeting.

The Chairman then addressed the Commission saying that he would like the record to show that a man who did not identify himself asked to make a statement to the Commission while it was considering a resolution which had been moved

and duly seconded respectively by two members of the Commission. He said that the Commission met publicly, but that all its meetings were not public hearings. He said public meetings are not necessarily public hearings. The Chairman said that if there was anybody in the meeting room at that time or within the sound of his voice who wanted to ask a question, the Commission would entertain such questions, but that he did not intend so long as he was Chairman, so long as he sat at the table, to have the orderly conduct of the business of the Commission interfered with, particularly the official actions that it was taking in due course. The Chairman said that if there was anybody in the room right then or anybody within the hearing of his voice who wanted to be heard, he might be, but that he was going to be heard in an orderly fashion. He said that there were not going to be any independent stump speeches made at the meeting.

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

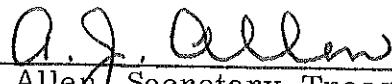
A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

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

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 3:32 o'clock P. M.

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


A. J. Allen, Secretary-Treasurer