

MINUTES OF THE NINETY-NINTH MEETING
JULY 15, 1955

Pursuant to its by-laws, the Ohio Turnpike Commission met in regular open session in its offices at 139 East Gay Street in Columbus, Ohio, at 11:40 A.M., on July 15, 1955, with the key members of its staff, representatives of the Consulting Engineer, of the Trustee, members of the press, and others in attendance.

The meeting was called to order by the Chairman, after Major General Robt. S. Beightler had been inducted as a member, the roll was called, and the attendance was reported to be as follows:

Present: Allen, Beightler, Teagarden, Linzell, Shocknessy.

Absent: None.

The Chairman announced that a quorum was present.

Resolution No. 34-1955, nominating and electing officers of the Commission was moved for adoption by Mr. Linzell, seconded by General Beightler, as follows:

Resolution No. 34-1955

"RESOLVED that the following officers be nominated and elected, each to serve until July 1, 1957, and until his respective successor is elected and qualified; provided, however, that should any officer hereby elected, who is now a member or employee of the Commission cease to be such member or employee, the term of such officer shall terminate at such time as he ceases to be such member or employee:

For Chairman _____ James W. Shocknessy _____

For Vice Chairman _____ O. L. Teagarden _____

For Secretary-Treasurer A. J. Allen

For Assistant Secretary-Treasurer John Soller"

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

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

Nays: None.

The Chairman declared the resolution adopted.

The Chairman said that on behalf of the other officers and himself he thanked the Commission for retaining them in office. He gave his assurances and assurances on behalf of the other officers that they would do their utmost to serve the Commission and the State always in the best interests of the State and the Nation.

He said further that the Commission recognized that great responsibilities devolved upon it in the immediate few months ahead. He said that it had undertaken to open the Ohio Turnpike on October 1, 1955, and that it expected to fulfill that commitment. He said also that in the absence of some unforeseeable circumstance the turnpike should be open on time. The Chairman said that the Commission was aware that studies were in progress for a turnpike from Cincinnati, Toledo, Cleveland, to Conneaut and that those studies likely would be completed before the end of 1955. He said that he gave his assurance, on behalf of the Commission, that the Commission would address itself to those studies promptly and would reach a decision in timely fashion after the reports should have been submitted by the Director of Highways and the Governor. He said that the studies were proceeding for the second project under the aegis of the Director of Highways and the Governor. He said further that the route of the second turnpike would be determined by the Governor upon the advices of the Director of Highways and the engineers who were preparing the reports. He said that the Commission's purpose had always been to uphold decisions validly reached after competent advice. He said that the Commission had done that in the case of the Ohio Turnpike and that it should do it again in the case of the Cincinnati, Toledo, Cleveland, and Conneaut turnpike so that it was his hope that before a year from then there would be a new project truly in esse.

The Chairman reported that the world had been advised of the effort the Commission had put into getting contractors who were a bit slow to move faster. He said further that the Commission also had dealt with their sureties so that everybody was advised of the jeopardy in the event that any contractor should not fulfill his commitments.

The Chairman reported that the Pennsylvania Turnpike Commission had announced the route of its 46-mile northwest extension across Erie County to connect the New York Thruway and the Ohio-Pennsylvania line, and observed that that spoke for itself and that the urgency facing the state of Ohio, either in the Department of Highways or in the Commission, to handle the traffic which would pass into Ohio late in 1957 was apparent.

The Chairman said that he wanted to mention that the statements made by the Chairman, on behalf of the Commission, with respect to the necessity and the requirement that anyone offering shelter to turnpike travelers for the night must do so without bias as to race or as to any other unethical standard had been received with some praise and with only one objection. He said further that what the Commission had said was that anyone whose shelter would be a matter of notice by the Commission must offer that shelter to all. The Chairman reported also that he had read in the newspapers that there was a proposal going to be revived again to name the Ohio Turnpike in honor of Admiral Ernest J. King. He said that he thought that the impact which the name "Ohio Turnpike" had had on the project has been such that any other designation would likely not be accepted by the public. The Chairman said that he was willing to say in his own behalf that it was his belief that the Ohio Turnpike should connect with the Pennsylvania Turnpike, as that turnpike connected with the New Jersey Turnpike on the east, and as the Ohio Turnpike would connect with the Indiana Toll Road on the west, and that regardless of what name anybody might attach to it other than "Ohio Turnpike", it would never be known by any name other than the Ohio Turnpike.

The Chairman said to Mr. Linzell that the new highway map of the Department of Highways with the turnpike supplement had been very well received around the Commission and that he thought that it had been very well received around the state.

Resolution No. 35-1955, appointing an Executive Director was moved for adoption by General Beightler, seconded by Mr. Linzell, as follows:

Resolution No. 35-1955

"RESOLVED that Frank C. Dunbar, Jr. be, and hereby he is appointed executive director, effective immediately, to serve at his and the Commission's mutual pleasure, and that his compensation be at the rate of \$19,000 per annum; and

FURTHER RESOLVED that Frank C. Dunbar, Jr. shall serve as Acting General Counsel, at his and the Commission's mutual pleasure, for which service no compensation shall be paid to him in addition to his compensation as executive director."

General Beightler said that he was very happy to offer the resolution. He said further that he worked with and fought with, if he might say so, Mr. Dunbar the past two years. General Beightler said that he recognized Mr. Dunbar to be a most competent lawyer, a thorough analyst, a person who had absorbed a great deal of engineering by association at least, and that he knew that Mr. Dunbar would do a splendid job as Executive Director. General Beightler said that one of the big jobs that the Executive Director would face for the next considerable period would be the settlement with contractors and the handling of claims and that he thought that Mr. Dunbar was particularly well fitted to accomplish that.

Mr. Allen said that he would vote for the resolution with pleasure. Mr. Teagarden said that he did not know of anyone more familiar with the workings of the Ohio Turnpike than Frank Dunbar. He said further that he would be very happy indeed to vote for him. Mr. Linzell said that he would be very happy to vote.

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

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

Nays: None.

The Chairman declared the resolution adopted.

A motion was made by Mr. Teagarden, seconded by Mr. Allen, that the minutes for the meeting of May 17, 1955, which had been examined by the members of the Commission and upon which the required corrections had been made, be approved without reading.

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

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

Nays: None.

The Chairman declared the motion carried.

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

1. Detail of transactions affecting assessments during May, 1955, mailed May 31, 1955.
2. Financial statements as of May 31, 1955, mailed June 9, 1955.
3. Traffic and revenue reports for May, 1955, mailed June 3, 1955.
4. Traffic and revenue report for June, 1955, mailed July 5, 1955.

He reported further that income from investments at the end of June, 1955 had been \$16,015,000 compared to the original estimate of the same period of \$6,624,000 or a gain of \$9,391,000. The investment income was dropping rather sharply as payments by Commission increased with the construction season, he reported, and added that investment income in the month of June, 1955 had been \$209,000.

The Assistant Secretary-Treasurer reported further that during June, 1955 about 700 applicants for toll collection positions had been interviewed at several places across the northern part of the state and that at

most places there had been an abundance of good applicants. He said further that within the next two weeks the toll collection organization should be completely set up for actual starting of work during September, 1955. He reported also that preparation of the toll collectors manual was going forward and that preliminary plans were being made for training the latter part of September. He said that the first printer's proof of the toll tickets was due early in the next week.

The Assistant Secretary-Treasurer reported further that two conferences had been held with a representative of Brinks, Inc., which sought the contract to pick up the toll revenues and toll tickets daily and to supply change to the toll collectors. He said further that the Commission's specifications for central office tabulating equipment had included a procedure for the handling of charge accounts for volume commercial users of the turnpike and that the matter had been given considerable thought so that it was expected that the Commission would have a plan ready to be put into effect when the turnpike should be opened October 1, 1955.

The Assistant Secretary-Treasurer reported further that for the first thirteen days of July, 1955 the traffic on Eastgate Section had been particularly heavy, due in large part to the traffic over the July 4th weekend. He said that for the thirteen days the number of vehicles had been 179,857 and that the toll revenue had been \$60,028. He said also that although commercial vehicles had been less in numbers than in the corresponding period of June, 1955, the increase in passenger cars had caused the totals of vehicles and revenue to be substantially ahead of the first part of June.

The Chairman thanked the Secretary-Treasurer and the Assistant Secretary-Treasurer and said that the report was accepted as offered.

Resolution No. 36-1955, appointing an Executive Assistant to the Chairman and a Director of Information and Research was moved for adoption by

Mr. Linzell, seconded by Mr. Allen, as follows:

Resolution No. 36-1955

"RESOLVED that James D. Hartshorne be, and hereby he is appointed executive assistant to the chairman and director of information and research, effective immediately, to serve at his and the Commission's mutual pleasure, and that his compensation be at the rate of \$14,000 per annum; and

FURTHER RESOLVED that resolution No. 190-1954 be, and the same hereby is rescinded, effective as of this date."

The Chairman described the resolution as adding additional duties to the Executive Assistant. He said that the Commission was familiar with the great success Mr. Hartshorne had previously had with the Department of Information and Research and that the Commission believed that at that time he could resume the active responsibility for that department in addition to his other duties.

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

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

Nays: None.

The Chairman declared the resolution adopted.

Resolution No. 37-1955, appointing an Deputy Executive Director was moved for adoption by Mr. Teagarden, seconded by Mr. Linzell and General Beightler, as follows:

Resolution No. 37-1955

"RESOLVED that T. J. Kauer be, and hereby he is, in addition to his other duties, appointed deputy executive director, effective immediately, to serve at his

and the Commission's mutual pleasure; and

FURTHER RESOLVED that resolution No. 13-1955 be, and the same hereby is rescinded, effective as of this date."

The Chairman said that the Chief Engineer, T. J. Kauer, had been serving as Acting Deputy Executive Director in addition to his other duties and that the Commission believed he should be named Deputy Executive Director, not merely Acting Deputy.

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

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

Nays: None.

The Chairman declared the resolution adopted.

The Chairman called upon General Beightler to make the report which he would have made as Executive Director but which he would make on behalf of the former Executive Director as a member of the Commission.

General Beightler reported that as of July 15, 1955, there had been completed some 85.4% of the entire turnpike as against a scheduled percentage of 85.

General Beightler reported further that the staff of the Commission and the Consulting Engineer had been considering for some time the matter of weight classifications and toll schedules for operation of the entire Turnpike Project No. 1. He said that numerous meetings had been held and that agreements had finally been arrived at in which all of the conferees had concurred. He pointed out that the members of the Commission already had received a copy of his memorandum for the record, dated June 7, 1955, setting forth certain suggested vehicle classifications and through-trip fares for each of such

classifications and had also already received a copy of a letter addressed to the Ohio Turnpike Commission, dated June 7, 1955, from the J. E. Greiner Company in which reference was made to his aforesaid memorandum of June 7 and also to a memorandum from C. H. Makeever of the Commission's engineering staff to Chief Engineer Kauer on that same subject. General Beightler referred to Mr. Makeever's memorandum, which he said had been distributed to the members of the Commission that morning, and said that it concluded, after an analysis of State Highway Department reports on weights and volumes of vehicles using state highways at selected locations, that the rates shown in General Beightler's memorandum of June 7, 1955, should produce a total revenue at least equivalent to and perhaps slightly in excess of the revenues estimated by Parsons, Brinckerhoff, Hall & Macdonald in their traffic and revenue report of May, 1952. He said further that he was presenting for the consideration of and necessary action by the Commission nine detailed tables of fares, one for each weight classification, showing for each such classification the fare from each entrance point to each of the 16 exits. He said that the schedules had been prepared by the Comptroller and had been concurred in by members of the staff and had been approved and recommended by the Consulting Engineer. He presented a letter from the Consulting Engineer addressed to the Commission under date of July 15, 1955, which said in part "We approve the rates of tolls set forth in the attached schedule of tolls and recommend the adoption of said schedule."

Resolution No. 38-1955, adopting classification of vehicles and schedule of tolls for Ohio Turnpike Project No. 1 was moved for adoption by Mr. Allen, seconded by Mr. Teagarden, as follows:

Resolution No. 38-1955

"WHEREAS it is contemplated that a portion of Ohio Turnpike Project No. 1, being all of said project not opened to traffic on December 1, 1954, will be opened to traffic on October 1, 1955;

WHEREAS the Trust Agreement, dated June 1, 1952, between the Commission and The Ohio National Bank of Columbus, as Trustee, and The National City Bank of New York (now The First National City Bank of New York), as Co-trustee, requires that prior to the opening for traffic of any portion of Ohio Turnpike Project No. 1 the Commission establish a schedule of tolls for traffic over such portion;

WHEREAS said Trust Agreement further provides that the rates of tolls in any initial schedule will not be changed without the approval of the consulting engineers provided for by said agreement;

WHEREAS the Commission has heretofore established an initial schedule of tolls to be applicable to the Eastgate Section of Ohio Turnpike Project No. 1, and now deems it to be necessary and proper that said initial schedule for said Eastgate Section be changed, effective September 1, 1955;

WHEREAS, based upon the advice and recommendation of the Commission's consulting engineers, the Commission has heretofore contracted for the installation of automatic vehicle-classifying and toll-collection equipment, which equipment will be installed and ready for operation on the aforesaid Eastgate Section by September 1, 1955, and on the remainder of said project by the time said remainder is open to traffic;

WHEREAS it is essential that the classification of vehicles in the schedule of tolls for Ohio-Turnpike Project No. 1, including the toll rates to be applicable in the Eastgate Section on and after September 1, 1955, be correlated with the aforesaid automatic vehicle-classifying equipment;

WHEREAS the Commission has before it a schedule of tolls for the entire Ohio Turnpike Project No. 1, which has been approved by the aforesaid consulting engineers, and the adoption of which has been recommended by the Commission's executive director and comptroller;

WHEREAS the Commission has been advised by its general counsel that it may legally, and in compliance

with the aforesaid Trust Agreement, adopt said schedule and fix and place in effect the rates of tolls therein set forth; and

WHEREAS the Commission has fully considered the aforesaid schedule, recommendations, and advice;

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby adopts the schedule of tolls aforesaid and fixes the rates of tolls therein set forth as the rates of tolls to be charged for travel over Ohio Turnpike Project No. 1, and all portions thereof;

FURTHER RESOLVED that the rates of tolls in said schedule which are applicable to travel over the Eastgate Section only of said project shall become effective on September 1, 1955, and on that date the rates which are presently in effect shall cease to apply; and all other rates of tolls therein set forth shall become effective on October 1, 1955; and

FURTHER RESOLVED that the aforesaid schedule of tolls so adopted is set forth hereafter:"

OHIO TURNPIKE COMMISSION
OHIO TURNPIKE PROJECT NO. 1
SCHEDULE OF TOLLS

Class 1.

Vehicles Weighing Not More
Than 7,000 lbs. Gross Weight

| INTERCHANGE NAME | INTERCHANGE NAME | | | | | | | | | | | | | | | | |
|--|------------------|------|------|------|------|------|------|------|------|------|-----|-----|-----|-----|-----|-----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| BRYAN-MONTPELIER (STATE ROUTE 15) | .25 | | | | | | | | | | | | | | | | |
| WAUSEON (STATE ROUTE 108) | .45 | .30 | | | | | | | | | | | | | | | |
| MAUMEE-TOLEDO (U.S. ROUTE 20) | .75 | .60 | .35 | | | | | | | | | | | | | | |
| STONY RIDGE-TOLEDO (STATE ROUTE 120) | .95 | .75 | .50 | .25 | | | | | | | | | | | | | |
| FREMONT-PORT CLINTON (STATE ROUTE 53) | 1.15 | 1.00 | .75 | .40 | .30 | | | | | | | | | | | | |
| SANDUSKY-NORWALK (U.S. ROUTE 250) | 1.50 | 1.35 | 1.00 | .75 | .60 | .35 | | | | | | | | | | | |
| LORAIN-ELYRIA (STATE ROUTE 57) | 1.80 | 1.65 | 1.40 | 1.10 | .95 | .70 | .35 | | | | | | | | | | |
| NORTH OLMSTEAD-CLEVELAND (STATE ROUTE 10) | 1.90 | 1.75 | 1.50 | 1.15 | 1.00 | .75 | .45 | .25 | | | | | | | | | |
| STRONGSVILLE-CLEVELAND (U.S. ROUTE 42) | 2.00 | 1.85 | 1.60 | 1.30 | 1.15 | .90 | .55 | .30 | .25 | | | | | | | | |
| CLEVELAND (U.S. ROUTE 21) | 2.15 | 2.00 | 1.75 | 1.40 | 1.25 | 1.00 | .70 | .35 | .30 | .25 | | | | | | | |
| AKRON (STATE ROUTE 8) | 2.25 | 2.10 | 1.85 | 1.50 | 1.35 | 1.10 | .80 | .45 | .35 | .30 | .25 | | | | | | |
| STREETSBORO (STATE ROUTE 14) | 2.35 | 2.25 | 1.95 | 1.60 | 1.50 | 1.25 | .85 | .55 | .45 | .35 | .30 | .25 | | | | | |
| WARREN (STATE ROUTE 5) | 2.60 | 2.50 | 2.20 | 1.90 | 1.75 | 1.50 | 1.15 | .85 | .75 | .60 | .50 | .40 | .30 | | | | |
| NILES-YOUNGSTOWN (STATE ROUTE 18) | 2.75 | 2.60 | 2.30 | 2.00 | 1.85 | 1.60 | 1.30 | .95 | .85 | .75 | .60 | .50 | .45 | .25 | | | |
| YOUNGSTOWN (STATE ROUTE 7) | 2.90 | 2.75 | 2.50 | 2.20 | 2.00 | 1.75 | 1.45 | 1.10 | 1.00 | .90 | .75 | .60 | .50 | .30 | .25 | | |
| EASTGATE | 3.00 | 2.85 | 2.60 | 2.30 | 2.15 | 1.85 | 1.55 | 1.25 | 1.10 | 1.00 | .85 | .75 | .60 | .40 | .30 | .25 | |

OHIO TURNPIKE COMMISSION
OHIO TURNPIKE PROJECT NO. 1
SCHEDULE OF TOLLS

Class 2.

Vehicles Weighing From
7,001 lbs. Through 15,000 lbs. Gross Weight

| INTERCHANGE NAME | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|--|------------|--|--------------------------------|---------------------------------------|---|--|---|---------------------------------------|--|---|---------------------------------|-----------------------------|------------------------------------|------------------------------|---|----------------------------------|-------------|
| BRYAN - MONTPELIER (STATE ROUTE 15) | 1 WESTGATE | 2 BRYAN - MONTPELIER (STATE ROUTE 15) | 3 WAUSEON (STATE ROUTE 108) | 4 MAUMEE - TOLEDO (U. S. ROUTE 20) | 5 STONY RIDGE - TOLEDO (U. S. ROUTE 120) | 6 FREMONT - PORT CLINTON (STATE ROUTE 53) | 7 SANDUSKY - NORWALK (U. S. ROUTE 250) | 8 LORAIN - ELYRIA (U. S. ROUTE 42) | 9 NORTH OLMSTEAD - CLEVELAND (STATE ROUTE 10) | 10 STRONGSVILLE - CLEVELAND (U. S. ROUTE 21) | 11 CLEVELAND (U. S. ROUTE 8) | 12 AKRON (STATE ROUTE 8) | 13 STREETSBORO (STATE ROUTE 14) | 14 WARREN (STATE ROUTE 5) | 15 NILES - YOUNGSTOWN (STATE ROUTE 18) | 16 YOUNGSTOWN (STATE ROUTE 7) | 17 EASTGATE |
| BRYAN - MONTPELIER (STATE ROUTE 15) | 25 | 45 | 50 | 50 | 25 | 40 | 55 | 55 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| WAUSEON (STATE ROUTE 108) | 70 | 100 | 100 | 100 | 75 | 115 | 115 | 115 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 | 75 |
| MAUMEE - TOLEDO (U. S. ROUTE 20) | 125 | 100 | 100 | 100 | 100 | 115 | 115 | 115 | 105 | 105 | 105 | 105 | 105 | 105 | 105 | 105 | 105 |
| STONY RIDGE - TOLEDO (U. S. ROUTE 120) | 140 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 |
| FREMONT - PORT CLINTON (STATE ROUTE 53) | 175 | 150 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 |
| SANDUSKY - NORWALK (U. S. ROUTE 250) | 235 | 210 | 165 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 | 115 |
| LORAIN - ELYRIA (U. S. ROUTE 42) | 285 | 260 | 220 | 175 | 150 | 105 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 | 55 |
| NORTH OLMSTEAD - CLEVELAND (STATE ROUTE 10) | 300 | 275 | 230 | 185 | 160 | 125 | 75 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| STRONGSVILLE - CLEVELAND (U. S. ROUTE 42) | 315 | 290 | 250 | 200 | 175 | 135 | 85 | 35 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| CLEVELAND (U. S. ROUTE 21) | 340 | 315 | 270 | 225 | 200 | 160 | 110 | 55 | 40 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| AKRON (STATE ROUTE 8) | 350 | 330 | 285 | 235 | 215 | 175 | 125 | 70 | 55 | 40 | 25 | 25 | 25 | 25 | 25 | 25 | 25 |
| STREETSBORO (STATE ROUTE 14) | 365 | 340 | 300 | 250 | 225 | 185 | 135 | 85 | 70 | 50 | 30 | 25 | 25 | 25 | 25 | 25 | 25 |
| WARREN (STATE ROUTE 5) | 410 | 385 | 345 | 300 | 275 | 230 | 180 | 130 | 115 | 95 | 75 | 60 | 45 | 25 | 25 | 25 | 25 |
| NILES - YOUNGSTOWN (STATE ROUTE 18) | 425 | 405 | 365 | 315 | 290 | 250 | 200 | 150 | 135 | 115 | 100 | 80 | 65 | 45 | 25 | 25 | 25 |
| YOUNGSTOWN (STATE ROUTE 7) | 460 | 430 | 390 | 340 | 325 | 280 | 225 | 175 | 160 | 145 | 125 | 105 | 95 | 50 | 30 | 25 | 25 |
| EASTGATE | 475 | 450 | 400 | 350 | 335 | 300 | 240 | 190 | 175 | 160 | 135 | 125 | 110 | 65 | 45 | 25 | 25 |

OHIO TURNPIKE COMMISSION

OHIO TURNPIKE PROJECT NO. 1

SCHEDULE OF TOLLS

Class 4.

Vehicles Weighing From
23,001 lbs. Through 32,000 lbs. Gross Weight

| INTERCHANGE NAME | NO. | 1 WESTGATE | 2 BRYAN-MONTEPELLIER (STATE ROUTE 15) | 3 WAUSEON (STATE ROUTE 108) | 4 MAUMEE-TOLEDO (U.S. ROUTE 20) | 5 STONY RIDGE-TOLEDO (STATE ROUTE 120) | 6 FREMONT-PORT CLINTON (STATE ROUTE 53) | 7 SANDUSKY-NORWALK (U.S. ROUTE 250) | 8 LORAIN-ELYRIA (STATE ROUTE 57) | 9 NORTH OLMSTEAD-CLEVELAND (STATE ROUTE 10) | 10 STRONGSVILLE-CLEVELAND (U.S. ROUTE 42) | 11 CLEVELAND (U.S. ROUTE 21) | 12 AKRON (STATE ROUTE 8) | 13 STREETSBORO (STATE ROUTE 14) | 14 WARREN (STATE ROUTE 5) | 15 NILES-YOUNGSTOWN (STATE ROUTE 18) | 16 YOUNGSTOWN (STATE ROUTE 7) | 17 EASTGATE |
|---|-----|------------|---------------------------------------|-----------------------------|---------------------------------|--|---|-------------------------------------|----------------------------------|---|---|------------------------------|--------------------------|---------------------------------|---------------------------|--------------------------------------|-------------------------------|-------------|
| BRYAN-MONTEPELLIER (STATE ROUTE 15) | 2 | .45 | | | | | | | | | | | | | | | | |
| WAUSEON (STATE ROUTE 108) | 3 | 1.25 | .75 | | | | | | | | | | | | | | | |
| MAUMEE-TOLEDO (U.S. ROUTE 20) | 4 | 2.00 | 1.60 | .85 | | | | | | | | | | | | | | |
| STONY RIDGE-TOLEDO (STATE ROUTE 120) | 5 | 2.50 | 2.00 | 1.25 | .40 | | | | | | | | | | | | | |
| FREMONT-PORT CLINTON (STATE ROUTE 53) | 6 | 3.15 | 2.70 | 1.95 | 1.10 | .70 | | | | | | | | | | | | |
| SANDUSKY-NORWALK (U.S. ROUTE 250) | 7 | 4.00 | 3.60 | 2.85 | 2.00 | 1.60 | .90 | | | | | | | | | | | |
| LORAIN-ELYRIA (STATE ROUTE 57) | 8 | 5.00 | 4.50 | 3.80 | 3.00 | 2.50 | 1.85 | .90 | | | | | | | | | | |
| NORTH OLMSTEAD-CLEVELAND (STATE ROUTE 10) | 9 | 5.25 | 4.75 | 4.00 | 3.15 | 2.75 | 2.00 | 1.15 | .25 | | | | | | | | | |
| STRONGSVILLE-CLEVELAND (U.S. ROUTE 42) | 10 | 5.50 | 5.05 | 4.35 | 3.50 | 3.00 | 2.40 | 1.45 | .55 | .30 | | | | | | | | |
| CLEVELAND (U.S. ROUTE 21) | 11 | 5.90 | 5.45 | 4.75 | 3.90 | 3.50 | 2.80 | 1.85 | .95 | .70 | .40 | | | | | | | |
| AKRON (STATE ROUTE 8) | 12 | 6.15 | 5.70 | 4.95 | 4.15 | 3.75 | 3.05 | 2.10 | 1.20 | .95 | .65 | .25 | | | | | | |
| STREETSBORO (STATE ROUTE 14) | 13 | 6.40 | 5.95 | 5.20 | 4.35 | 4.00 | 3.25 | 2.35 | 1.40 | 1.20 | .90 | .50 | .25 | | | | | |
| WARREN (STATE ROUTE 5) | 14 | 7.15 | 6.70 | 5.95 | 5.10 | 4.75 | 4.00 | 3.10 | 2.20 | 1.95 | 1.65 | 1.25 | 1.00 | .75 | | | | |
| NILES-YOUNGSTOWN (STATE ROUTE 18) | 15 | 7.50 | 7.05 | 6.30 | 5.50 | 5.00 | 4.35 | 3.45 | 2.55 | 2.30 | 2.00 | 1.60 | 1.35 | 1.10 | .35 | | | |
| YOUNGSTOWN (STATE ROUTE 7) | 16 | 8.00 | 7.50 | 6.75 | 6.00 | 5.50 | 4.85 | 3.90 | 3.00 | 2.75 | 2.45 | 2.00 | 1.80 | 1.55 | .80 | .45 | | |
| EASTGATE | 17 | 8.25 | 7.75 | 7.00 | 6.25 | 5.75 | 5.10 | 4.25 | 3.25 | 3.00 | 2.75 | 2.35 | 2.10 | 1.85 | 1.10 | .75 | .30 | |

OHIO TURNPIKE COMMISSION
OHIO TURNPIKE PROJECT NO. 1
SCHEDULE OF TOLLS

Class 6.

Vehicles Weighing From
42,001 lbs. Through 53,000 lbs. Gross Weight

| INTERCHANGE NAME | No | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | |
|---|----|-------|-------|-------|-------|-------|------|------|------|------|------|------|------|------|------|------|-----|----|--|
| BRYAN-MONTEPELLIER (STATE ROUTE 15) | 2 | .80 | | | | | | | | | | | | | | | | | |
| WAUSEON (STATE ROUTE 108) | 3 | 2.10 | 1.30 | | | | | | | | | | | | | | | | |
| MAUMEE-TOLEDO (U.S. ROUTE 20) | 4 | 3.60 | 2.75 | 1.50 | | | | | | | | | | | | | | | |
| STONY RIDGE-TOLEDO (STATE ROUTE 120) | 5 | 4.25 | 3.50 | 2.20 | .75 | | | | | | | | | | | | | | |
| FREMONT-PORT CLINTON (STATE ROUTE 53) | 6 | 5.50 | 4.70 | 3.40 | 2.00 | 1.25 | | | | | | | | | | | | | |
| SANDUSKY-NORWALK (U.S. ROUTE 250) | 7 | 7.15 | 6.30 | 5.05 | 3.50 | 2.75 | 1.60 | | | | | | | | | | | | |
| LORAIN-ELYRIA (STATE ROUTE 57) | 8 | 8.75 | 7.95 | 6.65 | 5.15 | 4.50 | 3.25 | 1.60 | | | | | | | | | | | |
| NORTH OLMSTEAD-CLEVELAND (STATE ROUTE 10) | 9 | 9.15 | 8.35 | 7.00 | 5.50 | 4.85 | 3.65 | 2.00 | .40 | | | | | | | | | | |
| STRONGSVILLE-CLEVELAND (U.S. ROUTE 42) | 10 | 9.75 | 8.90 | 7.60 | 6.15 | 5.40 | 4.20 | 2.60 | .95 | .55 | | | | | | | | | |
| CLEVELAND (U.S. ROUTE 21) | 11 | 10.40 | 9.60 | 8.30 | 6.85 | 6.10 | 4.90 | 3.30 | 1.65 | 1.25 | .70 | | | | | | | | |
| AKRON (STATE ROUTE 8) | 12 | 10.85 | 10.05 | 8.75 | 7.25 | 6.50 | 5.35 | 3.70 | 2.10 | 1.70 | 1.15 | .45 | | | | | | | |
| STREETSBORO (STATE ROUTE 14) | 13 | 11.25 | 10.45 | 9.15 | 7.65 | 7.00 | 5.75 | 4.10 | 2.50 | 2.10 | 1.55 | .85 | .40 | | | | | | |
| WARREN (STATE ROUTE 5) | 14 | 12.50 | 11.75 | 10.50 | 9.00 | 8.25 | 7.05 | 5.45 | 3.85 | 3.45 | 2.85 | 1.5 | 1.75 | 1.30 | | | | | |
| NILES-YOUNGSTOWN (STATE ROUTE 18) | 15 | 13.25 | 12.40 | 11.10 | 9.60 | 8.90 | 7.70 | 6.05 | 4.45 | 4.05 | 3.50 | 2.75 | 2.35 | 1.95 | .60 | | | | |
| YOUNGSTOWN (STATE ROUTE 7) | 16 | 14.00 | 13.20 | 11.90 | 10.40 | 9.75 | 8.50 | 6.85 | 5.25 | 4.85 | 4.30 | 3.60 | 3.15 | 2.75 | 1.40 | .80 | | | |
| EASTGATE | 17 | 14.50 | 13.75 | 12.40 | 10.90 | 10.25 | 9.00 | 7.35 | 5.75 | 5.35 | 4.75 | 4.10 | 3.65 | 3.25 | 1.90 | 1.40 | .80 | | |

OHIO TURNPIKE COMMISSION
OHIO TURNPIKE PROJECT NO. 1

SCHEDULE OF TOLLS

Class 7.

Vehicles Weighing From
53,001 lbs. Through 65,000 lbs. Gross Weight

| INTERCHANGE NAME | NO. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | |
|--|-----|-------|-------|-------|-------|-------|-------|------|------|------|------|------|------|------|------|------|-----|----|--|
| BRYAN - MONTEPELIER (STATE ROUTE 15) | 2 | 1.00 | | | | | | | | | | | | | | | | | |
| WAUSEON (STATE ROUTE 108) | 3 | 2.50 | 1.60 | | | | | | | | | | | | | | | | |
| MAUMEE - TOLEDO (U.S. ROUTE 20) | 4 | 4.40 | 3.40 | 1.80 | | | | | | | | | | | | | | | |
| STONY RIDGE - TOLEDO (STATE ROUTE 120) | 5 | 5.25 | 4.30 | 2.70 | .90 | | | | | | | | | | | | | | |
| FREMONT - PORT CLINTON (STATE ROUTE 53) | 6 | 6.75 | 5.75 | 4.20 | 2.35 | 1.50 | | | | | | | | | | | | | |
| SANDUSKY - NORWALK (U.S. ROUTE 250) | 7 | 8.75 | 7.75 | 6.15 | 4.35 | 3.50 | 2.00 | | | | | | | | | | | | |
| LORAIN - ELYRIA (STATE ROUTE 57) | 8 | 10.75 | 9.70 | 8.15 | 6.25 | 5.50 | 3.95 | 2.00 | | | | | | | | | | | |
| NORTH OLMSTEAD - CLEVELAND (STATE ROUTE 10) | 9 | 11.25 | 10.25 | 8.65 | 6.75 | 5.90 | 4.50 | 2.50 | .50 | | | | | | | | | | |
| STRONGSVILLE - CLEVELAND (U.S. ROUTE 42) | 10 | 11.90 | 10.90 | 9.30 | 7.50 | 6.60 | 5.15 | 3.15 | 1.20 | .70 | | | | | | | | | |
| CLEVELAND (U.S. ROUTE 21) | 11 | 12.75 | 11.75 | 10.20 | 8.35 | 7.50 | 6.00 | 4.00 | 2.05 | 1.55 | .85 | | | | | | | | |
| AKRON (STATE ROUTE 8) | 12 | 13.25 | 12.30 | 10.70 | 8.90 | 8.00 | 6.50 | 4.55 | 2.55 | 2.05 | 1.40 | .50 | | | | | | | |
| STREETSBORO (STATE ROUTE 14) | 13 | 13.75 | 12.80 | 11.20 | 9.40 | 8.50 | 7.05 | 5.05 | 3.05 | 2.60 | 1.90 | 1.00 | .50 | | | | | | |
| WARREN (STATE ROUTE 5) | 14 | 15.40 | 14.40 | 12.85 | 11.00 | 10.10 | 8.65 | 6.65 | 4.70 | 4.20 | 3.50 | 2.65 | 2.10 | 1.60 | | | | | |
| NILES - YOUNGSTOWN (STATE ROUTE 18) | 15 | 16.15 | 15.15 | 13.60 | 11.75 | 10.85 | 9.40 | 7.40 | 5.45 | 4.95 | 4.25 | 3.40 | 2.90 | 2.35 | .75 | | | | |
| YOUNGSTOWN (STATE ROUTE 7) | 16 | 17.15 | 16.15 | 14.55 | 12.75 | 11.85 | 10.40 | 8.40 | 6.45 | 5.95 | 5.25 | 4.40 | 3.85 | 3.35 | 1.75 | 1.00 | | | |
| EASTGATE | 17 | 17.75 | 16.75 | 15.25 | 13.35 | 12.50 | 11.00 | 9.00 | 7.00 | 6.50 | 5.85 | 5.00 | 4.50 | 4.00 | 2.35 | 1.60 | .60 | | |

OHIO TURNPIKE COMMISSION
 OHIO TURNPIKE PROJECT NO. 1
 SCHEDULE OF TOLLS

Class 8.

Vehicles Weighing From
 65,001 lbs. Through 78,000 lbs. Gross Weight

| INTERCHANGE NAME | No | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | |
|---|----|----------|-------|-------|-------|-------|-------|-------|------|------|------|------|------|------|------|------|-----|----|--|
| BRYAN-MONTEPELIER (STATE ROUTE 15) | 1 | WESTGATE | | | | | | | | | | | | | | | | | |
| BRYAN-MONTEPELIER (STATE ROUTE 15) | 2 | 1.25 | | | | | | | | | | | | | | | | | |
| WAUSEON (STATE ROUTE 108) | 3 | 3.10 | 1.80 | | | | | | | | | | | | | | | | |
| MAUMEE-TOLEDO (U.S. ROUTE 20) | 4 | 5.25 | 4.10 | 2.25 | | | | | | | | | | | | | | | |
| STONY RIDGE-TOLEDO (STATE ROUTE 120) | 5 | 6.40 | 5.20 | 3.30 | 1.10 | | | | | | | | | | | | | | |
| FREMONT-PORT CLINTON (STATE ROUTE 53) | 6 | 8.15 | 6.95 | 5.05 | 2.85 | 1.75 | | | | | | | | | | | | | |
| SANDUSKY-NORWALK (U.S. ROUTE 250) | 7 | 10.50 | 9.35 | 7.45 | 5.25 | 4.15 | 2.40 | | | | | | | | | | | | |
| LORAIN-ELYRIA (STATE ROUTE 57) | 8 | 13.00 | 11.75 | 9.85 | 7.65 | 6.50 | 4.80 | 2.40 | | | | | | | | | | | |
| NORTH OLMSTEAD-CLEVELAND (STATE ROUTE 10) | 9 | 13.50 | 12.35 | 10.50 | 8.25 | 7.15 | 5.40 | 3.00 | 60 | | | | | | | | | | |
| STRONGSVILLE-CLEVELAND (U.S. ROUTE 42) | 10 | 14.40 | 13.20 | 11.30 | 9.10 | 8.00 | 6.20 | 3.85 | 1.45 | 85 | | | | | | | | | |
| CLEVELAND (U.S. ROUTE 21) | 11 | 15.50 | 14.25 | 12.35 | 10.15 | 9.00 | 7.25 | 4.85 | 2.45 | 1.85 | 1.05 | | | | | | | | |
| AKRON (STATE ROUTE 8) | 12 | 16.00 | 14.85 | 12.95 | 10.75 | 9.75 | 7.90 | 5.50 | 3.10 | 2.50 | 1.70 | 65 | | | | | | | |
| STREETSBORO (STATE ROUTE 14) | 13 | 16.75 | 15.50 | 13.55 | 11.35 | 10.25 | 8.50 | 6.10 | 3.70 | 3.10 | 2.30 | 1.25 | 60 | | | | | | |
| WARREN (STATE ROUTE 5) | 14 | 18.65 | 17.45 | 15.55 | 13.35 | 12.25 | 10.45 | 8.10 | 5.70 | 5.10 | 4.25 | 3.25 | 2.55 | 1.95 | | | | | |
| NILES-YOUNGSTOWN (STATE ROUTE 18) | 15 | 19.50 | 18.35 | 16.45 | 14.25 | 13.15 | 11.40 | 9.00 | 6.60 | 6.00 | 5.15 | 4.10 | 3.50 | 2.85 | 90 | | | | |
| YOUNGSTOWN (STATE ROUTE 7) | 16 | 20.75 | 19.55 | 17.65 | 15.50 | 14.35 | 12.60 | 10.20 | 7.80 | 7.20 | 6.35 | 5.25 | 4.70 | 4.05 | 1.25 | | | | |
| EASTGATE | 17 | 21.50 | 20.25 | 18.40 | 16.25 | 15.10 | 13.35 | 11.00 | 8.50 | 8.00 | 7.10 | 6.00 | 5.50 | 4.75 | 2.85 | 2.00 | .75 | | |

OHIO TURNPIKE COMMISSION
OHIO TURNPIKE PROJECT NO. 1

SCHEDULE OF TOLLS

Class 9.

Vehicles Weighing From
78,001 lbs. Through 90,000 lbs. Gross Weight

| INTERCHANGE NAME | NO. | WESTGATE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|-----|----------|-------------------------------------|---------------------------|---------------------------|-------------------------------------|---------------------------------------|-----------------------------------|---------------------------------|---|---|---------------------------|-----------------------|------------------------------|------------------------|-----------------------------------|----------------------------|----------|----|
| INTERCHANGE NAME | NO. | WESTGATE | BRYAN-MONTEPELLIER (STATE ROUTE 15) | Wauseon (STATE ROUTE 108) | Wauseon (STATE ROUTE 120) | Stony Ridge-Toledo (STATE ROUTE 53) | Fremont-Port Clinton (STATE ROUTE 20) | Sandusky-Norwalk (STATE ROUTE 57) | Lorain-Elyria (STATE ROUTE 250) | North Olmstead-Cleveland (STATE ROUTE 10) | Strongsville-Cleveland (STATE ROUTE 42) | Cleveland (U.S. ROUTE 21) | Akron (STATE ROUTE 8) | Streetsboro (STATE ROUTE 14) | Warren (STATE ROUTE 5) | Niles-Youngstown (STATE ROUTE 18) | Youngstown (STATE ROUTE 7) | Eastgate | |
| Bryan-Montepelier (STATE ROUTE 15) | 2 | 1.65 | | | | | | | | | | | | | | | | | |
| Wauseon (STATE ROUTE 108) | 3 | 4.35 | 2.65 | | | | | | | | | | | | | | | | |
| Wauseon (STATE ROUTE 120) | 4 | 7.40 | 5.75 | 3.05 | | | | | | | | | | | | | | | |
| Stony Ridge-Toledo (STATE ROUTE 53) | 5 | 8.90 | 7.25 | 4.60 | 1.50 | | | | | | | | | | | | | | |
| Fremont-Port Clinton (STATE ROUTE 20) | 6 | 11.40 | 9.75 | 7.05 | 4.00 | 2.50 | | | | | | | | | | | | | |
| Sandusky-Norwalk (STATE ROUTE 57) | 7 | 14.75 | 13.05 | 10.40 | 7.35 | 5.80 | 3.35 | | | | | | | | | | | | |
| Lorain-Elyria (STATE ROUTE 250) | 8 | 18.10 | 16.40 | 13.75 | 10.75 | 9.15 | 6.70 | 3.35 | | | | | | | | | | | |
| North Olmstead-Cleveland (STATE ROUTE 10) | 9 | 18.90 | 17.25 | 14.60 | 11.50 | 10.00 | 7.50 | 4.25 | .85 | | | | | | | | | | |
| Strongsville-Cleveland (STATE ROUTE 42) | 10 | 20.10 | 18.40 | 15.75 | 12.75 | 11.15 | 8.70 | 5.35 | 2.00 | 1.15 | | | | | | | | | |
| Cleveland (U.S. ROUTE 21) | 11 | 21.50 | 19.85 | 17.20 | 14.15 | 12.60 | 10.15 | 6.80 | 3.45 | 2.60 | 1.45 | | | | | | | | |
| Akron (STATE ROUTE 8) | 12 | 22.40 | 20.75 | 18.10 | 15.00 | 13.50 | 11.00 | 7.70 | 4.35 | 3.50 | 2.35 | .90 | | | | | | | |
| Streetsboro (STATE ROUTE 14) | 13 | 23.25 | 21.60 | 18.95 | 15.85 | 14.35 | 11.90 | 8.55 | 5.20 | 4.35 | 3.20 | 1.75 | .85 | | | | | | |
| Warren (STATE ROUTE 5) | 14 | 26.00 | 24.35 | 21.65 | 18.60 | 17.10 | 14.60 | 11.25 | 7.90 | 7.10 | 5.95 | 4.50 | 3.60 | 2.75 | | | | | |
| Niles-Youngstown (STATE ROUTE 18) | 15 | 27.25 | 25.60 | 22.95 | 19.90 | 18.35 | 15.90 | 12.55 | 9.20 | 8.35 | 7.20 | 5.75 | 4.85 | 4.00 | 1.25 | | | | |
| Youngstown (STATE ROUTE 7) | 16 | 29.00 | 27.30 | 24.65 | 21.50 | 20.00 | 17.55 | 14.20 | 10.85 | 10.00 | 8.90 | 7.40 | 6.55 | 5.70 | 2.95 | 1.70 | | | |
| Eastgate | 17 | 30.28 | 28.55 | 25.90 | 22.75 | 21.25 | 18.80 | 15.45 | 12.10 | 11.25 | 10.15 | 8.65 | 7.80 | 7.00 | 4.25 | 2.50 | 1.75 | 1.05 | |

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

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

Nays: None.

The Chairman declared the resolution adopted.

Resolution No. 39-1955 ratifying the sale of certain steel piling was moved for adoption by Mr. Teagarden, seconded by General Beightler, as follows:

Resolution No. 39-1955

"WHEREAS certain 14-inch steel H-piling was acquired by the Commission for the substructure of the Cuyahoga River Bridge, and a part of such piling located at the Commission's storage site at Boston, Ohio, had been found by the executive director to be in excess of actual requirements and is no longer useful to the Commission;

WHEREAS the Commission received a favorable offer from V. N. Holderman & Sons, Inc., for the purchase of said piling, which offer was conditioned upon virtually immediate acceptance thereof;

WHEREAS the Commission's executive director has reported to it that he caused bids to be solicited without public advertisement from a number of persons and firms deemed by him to be most likely to be interested in the purchase of said piling, and none of the bids received compared favorably in price with that of said V. N. Holderman & Sons, Inc.;

WHEREAS it is further reported to the Commission by its executive director that he considered that public advertisement and competitive bidding pursuant thereto for the sale of said piling would have been undesirable due to the conditions of the aforesaid offer of V. N. Holderman & Sons, Inc., and the favorable terms thereof, and the Commission is advised by its general counsel that it is not required by law to proceed by advertisement and competitive bidding in

such cases;

WHEREAS the Commission's executive director has accepted the aforesaid offer on behalf of the Commission and has entered into a contract for the sale of said piling; and

WHEREAS the Commission's consulting engineer has advised that said contract is in the best interests of the Commission and ought to be confirmed, and the Commission now desires to approve, ratify, and confirm the same;

NOW, THEREFORE, BE IT

RESOLVED that the Commission approves, ratifies, and confirms the sale of approximately 43,045 pounds of 14-inch steel H-piling located at the Commission's storage site at Boston, Ohio, to the V. N. Holderman & Sons, Inc., Columbus, Ohio, which sale has been made on the Commission's behalf by its executive director to V. N. Holderman & Sons, Inc., Columbus, Ohio, for the sum of \$1,291.35, without warranty as to the condition of said piling."

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

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

Nays: None.

The Chairman declared the resolution adopted.

General Beightler reported further that bids had been taken on June 21, 1955, on contracts for paving service plazas and that no bids had been received at that time on Contracts P-1, P-3 and P-6. He said further that the bidding on the five contracts on which bids had been received had been quite restricted in that there had been only one bid on each of the five contracts and that, furthermore, the prices that had been bid had exceeded the estimates made by the Consulting Engineer. General Beightler reported further that after much consideration on the part of the Commission's staff

and the Consulting Engineer there had seemed to be no alternative at that late date except to award the five contracts to the low bidders, which he had done on June 29, 1955. He said further that Contracts P-1, P-3, and P-6 had been re-advertised immediately and that two bids had been received on each of them on July 8, 1955. General Beightler said further that although the low bids on those three had exceeded somewhat the engineers' estimates, it had been unanimously recommended by all concerned, including the Consulting Engineer, that awards be made and he therefore had made awards to the low bidders on July 11, 1955. He said that while the Commission might be paying some premium on the paying contracts because of the limited time in which to complete the work and because the contractors were going to have to carry on their operations concurrently with those of other contractors work in the same areas, the additional costs would be well justified if the Commission should be able to utilize the service plazas at the time that the turnpike should be opened. He called the attention of the Commission to the fact that correspondence he had already distributed to the members on that matter had stated that some alterations had been made in the pavement design in order to provide more adequate pavement in the truck lane and the truck parking area. He said further that some non-performance of other items had been ordered so that funds might be made available to cover the increased costs of the heavier paving in the truck area.

Resolution No. 40-1955 confirming awards of service-plaza -paving contracts was moved for adoption by Mr. Linzell, seconded by Mr. Allen, as follows:

Resolution No. 40-1955

"WHEREAS the Commission, on June 21, 1955, received bids for the performance of a contract for the paving of service plaza No. 4 and for certain other work at said service plaza, which contract is designated Contract P-4;

WHEREAS the Commission, on July 8, 1955, received bids for the performance of paving and certain other work at service plazas Nos. 1, 3, and 6, which contracts are designated Contracts P-1, P-3, and P-6, respectively;

WHEREAS it was urgently necessary that each of said contracts be awarded forthwith upon receipt of bids and evaluation thereof;

WHEREAS the executive director, after consultation with various members of the Commission, awarded each of the aforesaid contracts to the lowest bidder therefor, and executed Contract P-4, on behalf of the Commission; and

WHEREAS the Commission has been advised by its consulting engineer that it was and is in the best interest of the Commission to enter into said contracts, and the Commission now desires to approve, confirm, and ratify the aforesaid awards and the execution of the contract executed as aforesaid, and to direct the executive director and chief engineer to do any and all things necessary to carry out the terms of the bids of the successful bidders and of the contracts entered into with them on behalf of the Commission;

NOW, THEREFORE, BE IT

RESOLVED that the award and execution of Contract P-4, between the Commission and A. J. Baltes, Inc., an Ohio corporation, on its low bid therefor, together with all action taken by the Commission's executive director and other members of its staff in connection therewith be, and the same hereby are, approved, ratified, and confirmed, and the Commission's executive director and chief engineer are directed to take any and all action necessary to carry out the terms of the bid of the successful bidder and the terms of said contract;

FURTHER RESOLVED that the award of the following contracts, together with all action taken by the Commission's executive director and other members of its staff in connection therewith be, and the same hereby are, approved, ratified, and confirmed; and the executive director is authorized to execute said contracts on behalf of the

Commission and to do or cause to be done any and all things necessary to carry out the terms of the bids of the successful bidders therefor and the terms of said contracts:

- (1) Contract P-1, between the Commission and Kane, O'Horo & Haenny, Inc., an Ohio corporation, awarded on its low bid therefor;
- (2) Contract P-3, between the Commission and Kane, O'Horo & Haenny, Inc., an Ohio corporation, awarded on its low bid therefor; and
- (3) Contract P-6, between the Commission and A. J. Baltes, Inc., an Ohio corporation, awarded on its low bid therefor."

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

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

Nays: None.

The Chairman declared the resolution adopted.

General Beightler reported further that a resolution would be presented for the consideration of the Commission which would involve an amendment to the rules and regulations on allowable weights of vehicles and loads. He said that Rule 3.1 Section (k), of the Commission's Rules and Regulations for the Control and Regulation of Traffic contained the following restrictions: Maximum axle load, 21,000 pounds; total gross maximum load permitted, 90,000 pounds. He said that the rule provided, however, that an operator of any vehicle exceeding those limitations might make written application to the Commission's Executive Director for permission to enter and travel upon the turnpike and that the Commission's Executive Director might, at his discretion, grant such permission upon such terms as he might prescribe.

General Beightler said further that the turnpike structures had actually been designed for semi-trailer combinations with single-axle weights of 24,000 pounds and that that was substantially equivalent to a tandem-axle weight of 31,500 pounds. He said further that under the Commission's Regulations it would appear that a load of 42,000 pounds would be permitted on tandem axles, regardless of spacing, provided the gross load did not exceed 90,000 pounds. He said that in commenting upon this particular matter, the Commission's Consulting Engineer had submitted a letter which read in part as follows:

"***There is no doubt that a tandem axle arrangement with each axle of the tandem pair carrying 21,000 pounds would overstress important elements of many turnpike structures. We understand that tandem axle arrangements are limited by Ohio law to 31,500 pounds for the combined weight on the two tandem axles provided that the spacing is 4 to 8 feet; 24,000 pounds for spacing less than 4 feet; 38,000 pounds for spacing greater than 8 feet. There is no constant relationship between the effect of a single axle and the effect of tandem axles which holds for all members of a structure. In other words, there is no combined weight for a pair of tandem axles spaced at say 4 feet which can be said to be always equivalent to a single 24,000 pound axle."

General Beightler said further that the Chief Engineer had recommended an amendment to Rule 3.1, Section (k) as follows:

"***Vehicles exceeding allowable axle load or gross weight as follows:

1. Maximum axle load - 21,000 lbs.
2. Maximum load on any two successive axles spaced 4' or less apart - 24,000 lbs.
3. Maximum load on any two successive axles spaced more than 4' but less than 8' apart - 32,000 lbs.
4. Maximum gross weight - 90,000 lbs.

provided, however, that the operator or operators of any such vehicle or vehicles may make written application to the commission's executive director for permission to enter and travel upon the turnpike and the commission's executive director may, in his discretion, grant such permission, in writing, upon

such terms as he may prescribe."

General Beightler said that Consulting Engineer was in concurrence with the proposed change and that he also was in agreement as the former Executive Director.

Resolution No. 41-1955 adopting Sections 1.23, 1.24, 1.25, and 1.26 and amending Section 3.1 of the Rules and Regulations with respect to vehicles upon Ohio Turnpike Project No. 1 was moved for adoption by General Beightler, seconded by Mr. Teagarden, as follows:

Resolution No. 41-1955

"WHEREAS the Commission has adopted, by resolution No. 155-1954, Rules and Regulations for the Control and Regulation of Traffic on Ohio Turnpike Project No. 1; and

WHEREAS the Commission deems it advisable, necessary, and proper, and in its own and the public interest, to adopt certain sections supplemental to the aforesaid Rules and Regulations and to amend §3.1 thereof;

NOW, THEREFORE, BE IT

RESOLVED that the following rules and regulations are hereby determined to be proper, necessary, advisable, and reasonable for the control and regulation of traffic on Ohio Turnpike Project No. 1, for the protection and preservation of property under the jurisdiction and control of the Commission, and for the maintenance and preservation of good order within the property under its control, and that the same be, and they hereby are, adopted to be effective on and after July 30, 1955:

§1.23 "Axle" means the common axis of rotation of one or more wheels, whether power driven or freely rotating, and whether in one or more segments and regardless of the number of wheels carried thereon.

§1.24 "Axle load" means the gross weight of vehicle and load imposed by any axle upon the road surface.

§1.25 "Gross weight" means the weight of a vehicle plus the weight of any load thereon.

§1.26 "Combined axle load" means the gross weight of vehicle and load imposed by any two tandem axles upon the road surface.;

FURTHER RESOLVED that §3.1 of the Rules and Regulations for the Control and Regulation of Traffic on Ohio Turnpike Project No. 1, adopted by resolution No. 155-1954, be amended to read as follows:

"§3.1 Use of the Turnpike Prohibited.

The following shall not be permitted to travel on the turnpike:

- (a) Pedestrians.
- (b) Bicycles and scooters.
- (c) Vehicles drawn by animals.
- (d) Animals led, ridden, or driven on the hoof.
- (e) Vehicles transporting animals or poultry not properly secured or confined.
- (f) Self-propelled or towed construction, agricultural, or other similar equipment not designed for or employed in general highway transportation.
- (g) Vehicles with improperly secured loads.
- (h) Vehicles with metal tires, solid tires, or deflated pneumatic tires and vehicles with caterpillar treads, except by special permit issued by the commission's executive director.
- (i) Such vehicles as, in the opinion of a commission toll collector or collectors or any police officer, are deemed to be unsafe or to be such as to create a hazard upon the turnpike.

- (j) Vehicles, including any loads thereon, which exceed the following maximum dimensions:

Width -- 8' -0",

Height --13' -6",

Length --35'-0" for single units except passenger bus with three or more axles,

Length --45'-0" for passenger bus with three or more axles,

Length --50'-0" for commercial tractor and semi-trailer combinations,

Length --60'-0" for any other combination of vehicles coupled together,

provided, however, that the operator or operators of any such vehicle or vehicles may make written application to the commission's executive director for permission to enter and travel upon the turnpike and the commission's executive director may, in his discretion, grant such permission, in writing, upon such terms as he may prescribe.

- (k) Vehicles exceeding allowable axle load or gross weight as determined by automatic toll equipment as follows:

(1) Maximum axle load -- 21,000 lbs.,

(2) Maximum combined axle load of any two successive axles, spaced four feet or less apart -- 24,000 lbs.,

(3) Maximum combined axle load of any two successive axles, spaced more than four feet apart but less than eight feet apart -- 32,000 lbs.,

(4) Maximum gross weight -- 90,000 lbs.,

provided, however, that the operator or operators of any such vehicle or vehicles may make written application to

the commission's executive director for permission to enter and travel upon the turnpike and the commission's executive director may, in his discretion, grant such permission, in writing, upon such terms as he may prescribe.

- (1) Vehicles transporting explosives of such kind or in the quantity for which the regulations of the Interstate Commerce Commission or the statutes of the state of Ohio prescribe that there be displayed by said vehicles or the operators thereof warning or identifying flags and signs such as 'Explosives,' 'Danger,' or like sign, provided, however, that the operator or operators of any such vehicle or vehicles may make written application to the commission's executive director for permission to enter and travel upon the turnpike and the commission's executive director may, in his discretion, grant such permission, in writing, upon such terms as he may prescribe.";

FURTHER RESOLVED that existing §3.1 of the Rules and Regulations for the Control and Regulation of Traffic on Ohio Turnpike Project No. 1 is hereby rescinded effective as of July 30, 1955; and

FURTHER RESOLVED that general counsel shall cause the foregoing rules and regulations to be published in a newspaper of general circulation in Franklin County, Ohio; that he shall, forthwith, file a certified copy of said amendment in the office of the Secretary of State of the State of Ohio; that he shall mail a copy of said amendment to the Department of Highway Safety of the State of Ohio; and that he may cause to be given such additional notice of said amendment in such manner as he may deem advisable."

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

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

Nays: None.

The Chairman declared the resolution adopted.

General Beightler reported further that the General Assembly by enactment of Amended Substitute House Bill 703 had conferred authority upon the Director of Highway Safety to contract with the Ohio Turnpike Commission with respect to police services on turnpike projects. He said that prior to such enactment discussions had been held with the Director of Highway Safety and with the Superintendent of the Ohio State Highway Patrol and that general understandings had been arrived at regarding personnel requirements and housing and vehicles for whatever police force might furnish policing services on Ohio Turnpike Project No. 1. He said that subsequently another meeting had been held on June 23, 1955, with the Director of Highway Safety and the Superintendent of the Highway Patrol and other representatives of the Highway Patrol and with members of the Commission's staff and that a decision had been made at that time that the recommendation as to personnel made by the Superintendent of the Highway Patrol in 1954 in the report which he had submitted to the Commission that the policing force consist of one lieutenant, one first sergeant, four sergeants, three corporals, 50 patrolmen, and four radio operators, would be placed in effect initially on the turnpike when it should be opened. He said it had been decided also that the Commission would supply the vehicles, the furniture, and office equipment, and would compensate the Patrol for training of the new personnel and for the cost of personnel equipment and for such other supplies as pillows, and mattresses, etc. He said also that it had been decided that a contract would be prepared so as to permit compensation for the Patrol on the Eastgate Section, the contract to be effective July 1, 1955. General Beightler said further that such a contract had been prepared and had been presented to the Attorney General of Ohio for his approval, as attorney for the Director of Highway Safety. General Beightler said that he was very certain that the Commission would have much better service from the Highway Patrol in doing the policing of Turnpike Project No. 1 than it would have had had it attempted to do the policing with its own forces.

Resolution No. 42-1955 authorizing agreement with the Director of the Department of Highway Safety was moved for adoption by Mr. Allen, seconded by Mr. Linzell, as follows:

Resolution No. 42-1955

"WHEREAS the Commission and the Director of the Department of Highway Safety are authorized by law to enter into contracts with respect to the policing of turnpike projects by the state highway patrol; and

WHEREAS, from time to time, the Commission and the Director may desire to enter into contracts providing for the policing of such project or projects or any portion thereof by the state highway patrol;

NOW, THEREFORE, BE IT

RESOLVED that the executive director be, and hereby he is, authorized, on behalf of the Commission, from time to time to contract with the Director of the Department of Highway Safety of the State of Ohio for the policing of any turnpike project or portion thereof, the reimbursement or payment by the Commission of the costs of such policing, and all other matters necessary or proper in connection therewith."

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

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

Nays: None.

The Chairman declared the resolution adopted.

General Beightler reported further that increases in the cost of construction were estimated to be some \$5,208,478. He reported also that representatives of the Youngstown Motel and Restaurant Association had conferred with members of the Commission's staff on June 24, 1955, in the Commission's offices to discuss some plan which might be worked out whereby informational signs regarding overnight accommodations off the turnpike and in the immediate vicinity of interchanges could be erected. He said that as a result of that meeting a committee to represent the Commission had been appointed consisting of C. W. Hartford as Chairman, Russell S. Deetz and Admiral Joseph Worthington of the Consulting Engineer to meet with a committee to be appointed by the Youngstown Motel and Restaurant Association to work out some

satisfactory solution to the problem of informative signs.

General Beightler referred to his memorandum to the Commission dated June 27, 1955, concerning the disabled-vehicles services contract then in effect in which he had indicated that the Commission's staff felt that the three percent being paid the Commission by the contracting garage out of gross receipts should be eliminated since there was no desire on the part of the Commission to impose any greater cost on the unfortunate traveler for emergency servicing of disabled vehicles than was absolutely necessary. He said further that a new form of contract had been prepared in which the three percent fee was eliminated.

General Beightler reported further that the Chief Engineer had recommended that vehicles which were overweight either as to axle weight or as to gross weight be refused permission to use the turnpike. He pointed out that the Commission's Rules and Regulations for Control and Regulation of Traffic on the Ohio Turnpike permitted a maximum axle load of 21,000 pounds and a maximum gross load of 90,000 pounds. He said that he agreed with the Chief Engineer's recommendation, particularly in the matter of vehicles weighing in excess of 90,000 pounds because he believed that to permit over-weight vehicles on the turnpike meant that the Commission would be taking too big a gamble on the possible damaging effect to the pavement and particularly to the structures and that that chance was entirely out of proportion to any higher revenue which the Commission might derive from such vehicles. He said that he had taken the matter up with the General Counsel and that since he had understood that there was no objection from a legal standpoint he had directed that the words "Rate for overweight" be deleted from special hauling permits.

General Beightler then asked Major H. H. Allen, senior partner of the Consulting Engineer, to report on progress of construction. At that point General Beightler was excused from the meeting.

Major Allen recalled to the Commission that there were then only 11 weeks until the scheduled opening date of the entire remaining mileage of the Ohio Turnpike and that

on July 1, 1955, the Consulting Engineer had submitted to the Commission a special report of the status of the project at that time in which it expressed its belief that the project would be opened on schedule despite the lagging progress on certain of the contracts for the construction of service plaza buildings and related facilities. He said that the Consulting Engineer remained convinced as of July 15, 1955, that the turnpike would be ready for traffic at midnight on September 30, 1955.

Major Allen reported that the Consulting Engineer had kept a close watch on the three roadway contracts which had been still critical on July 1, 1955. He said that the Consulting Engineer was reporting encouraging progress on those sections. He said that the Herkner contract, C-16, had reached a point at which the heavy grading was close to completion and at which paving would soon start in an area where uninterrupted progress could be expected. He said that the Consulting Engineer was confident that the work would be completed on time.

Major Allen reported further that definite steps toward completing the Lombardo contract, C-22, had been taken that week when the contractor and its paving subcontractor, the Bero Construction Company, had reached a firm understanding with the engineers whereby three separate paving units would operate simultaneously, one on the State Route 10 interchange ramps starting July 20, the other two on separate sections of the mainline. He said that paving was the one item about which the Consulting Engineer had been most concerned and that the July 20 start should assure the completion of the State Route 10 interchange on schedule.

Major Allen reported also that with regard to the other critical roadway contract, the Johnson-Greene, Sargent Construction Company contract, C-47 section, the Consulting Engineer was still confident the joint venturers would complete that section on schedule in spite of five days lost and three days of retarded operations because of rains during the previous two weeks. He said that operations were back on full scale and that the quantities of earth work remaining were such that there would be no difficulty in completing that section on time.

Major Allen reported further that there had been no untoward developments on any of the other unfinished roadway contracts upon which the Consulting Engineer had reported two weeks previously to change the status as reported at that time.

Major Allen reported further that progress on all building construction at service-area sites 1, 4, 5, and 6 indicated that the eight service buildings would be ready for the opening on October 1, 1955. He said that progress at sites 7 and 8, and 2 and 3, however, indicated the need for speeding up the construction. He said that that applied especially to service buildings 7 and 8, the Beacon Construction Company contracts, and SB-3, the W.B. Gibson Co. contract, which were way behind schedule and could be completed by October 1 only if the contractors materially speeded up the construction progress, not only insofar as the basic building trades were concerned but also in allied activities and particularly in expediting certain construction materials.

The Chairman asked for comments from Norman Leventhal of the Beacon Construction Company who was present at the request of the Chief Engineer, to tell the Commission if he had reached any conclusions as to what he could do to perfect his organization and expedite the work on C contracts SB-7 and 8.

Mr. Leventhal said that he had been up on the turnpike all that week and had gone over the entire situation with a representative from the Consulting Engineer on the sites. He said further that the company had set up additional forces for expediting, had set up overtime procedures, and programed its work in such a way that it would be done in time.

The Chairman said that he wanted Mr. Leventhal to say there before God and everybody that his company was going to be done on schedule because it was going to be held to it. He said further that the Commission must have those structures completed on time and that it was depending on Mr. Leventhal and had every reason to believe, based upon his reputation, that his company could complete the contracts on time. He said that whatever the Commission itself could do to supplement the efforts which the Chief Engineer and the

Executive Director and the Consulting Engineer would make to assure that the contract would be completed on time, it would do. He said that the Commission had even thought of forfeiting those contracts and that it was going to have to watch them from hour to hour and day to day and see where it was. The Chairman said also that the Commission was not unmindful of the problems that the company had had but that getting the turnpike open on time was worth \$50,000 a day. He said the Commission had got to do it.

Mr. Leventhal said that he would be in Ohio a good part of each week and had made arrangements with Mr. Dutton of the Consulting Engineer to meet him again the following week to review the situation. He said also that he had set up a special expediting force on the job to watch progress and that he was going to be watching it a major part of the time.

The Chairman said to Major Allen that the Commission was holding him personally responsible for a lot of what was then being discussed and that the Commission had great confidence in him and that it knew that he was watching those matters very, very carefully.

The Chairman introduced Mr. W. B. Gibson, chief executive officer of the W. B. Gibson Company, who was present at the request of Major Allen.

Mr. Gibson said that he thought that his company's trouble was probably in its own organization in that it had not realized the seriousness of the job. He said further that the company had had some tough luck on the job as far as roads to get into the sites and so forth were concerned and that he thought that the company had made a mistake when it had started and that it recognized that mistake. He said further that, however, the required material was practically all on the job and that it was just a question of expediting and getting organized and cleaning up. He said that if anybody could do that job in the length of time required, his company could and would.

The Chairman said that the company had had time enough when it took the contract and that it would just have to make good. He said further that the Commission had confidence

in the company and that it was no purpose of the Commission to forfeit its contracts because it wanted the contractors who had undertaken contracts to complete them, but that the Commission would watch the Beacon Company's contract from hour to hour and the Gibson Company's contract practically from minute to minute and that just any time of the day or night people were going to be getting calls from the Chairman to find out how they stood.

Mr. Gibson said that his company had been in business for 25 years and had never defaulted on a contract yet and that he was sure that it would not do so on the contract in question.

The Chairman said that that was fine. He said further that Mr. Leventhal and Mr. Gibson had made two flat statements to the Commission and that they were stuck with and would be held to them.

Major Allen reported further that the two buildings at service-area site No. 2 were behind schedule also. He said further that site No. 2 had necessitated major grading operations under extremely adverse conditions of excessively wet areas and that the site grading had not yet been completed. He said further that although the two buildings at that site were behind schedule the contractor, the Campbell Construction Company, was exerting every effort to finish on time.

Major Allen reported further that the sewer and water installations at service-area sites 4, 5, 6, 7 and 8 were near enough to schedule to give reasonable assurance of timely completion. He said further that the Thompson-Starrett contract, SW-1, covering sites 1, 2, and 3, however, was behind schedule and had given the Consulting Engineer considerable concern. He said that at a meeting held that week the Thompson-Starrett Construction Company had given the Commission and the Consulting Engineer unequivocal assurances that its contract would be completed on or before September 30, 1955. Major Allen said further that such assurances from contractors with such outstanding reputations were reassuring.

Major Allen reported further that although brick work had not been started on toll plaza 10 and had not yet been completed on toll plazas 9, 14, and 17, the Consulting Engineer

had assured itself that all toll plazas would be ready for service on schedule. He said that toll-booth deliveries and erection had started at TP-5 and TP-13. He said further that the utility buildings and toll booths were scheduled to be available for toll equipment installation progressively from August 1 to August 15, 1955.

Major Allen reported further that the contractor, Joseph Skilken & Company, which was putting up the administration building in Strongsville, was making good progress in its drive to close the area of the building needed for toll accounting equipment and communications installations.

Major Allen reported further that satisfactory progress had been made during the previous two weeks and that the Consulting Engineer believed that the schedule would be met. He said further that the Consulting Engineer had made frequent inspections, both from the ground and from the air, of the entire project and would continue to do so until no tight spots should remain.

The Chairman thanked Major Allen and said that his had been a satisfactory report and that it was especially satisfactory because it was bolstered by the two contractors present at the meeting with respect to those couple of critical contracts and that it was bolstered also by Major Allen's confidence in Skilken and by the promises that Skilken had made when he had met with the Commission staff the previous week. He said further that the Consulting Engineer's report of July 1, 1955, had been an excellent report and that it had been very well received all around the state by those who had seen it. The Chairman said further that now the Commission had got to keep evaluating from day to day because it was one public body that intended to complete on schedule and was going to.

The Executive Director reported that there had been drafted for the Commission's consideration and action a form of resolution which would authorize the Commission's Executive Director to waive a requirement in each of the contracts with the Commission's contracting engineers with respect to the giving of a notice within a 15-day period.

Resolution No. 43-1955, authorizing waiver of certain notices by contracting engineers was moved for adoption by Mr. Linzell, seconded by Mr. Allen, as follows:

Resolution No. 43-1955

"WHEREAS the Commission has entered into contracts with each of the "Contracting Engineers" for Ohio Turnpike Project No. 1, each of which contracts bears the title "Engineering Agreement";

WHEREAS said engineering agreements contain provisions whereby additional fees are payable in the event the Contracting Engineer is required, by order of the Commission, to make any changes in work already satisfactorily performed by the Contracting Engineer;

WHEREAS each such agreement further provides that no such fee shall be payable unless the Contracting Engineer shall deliver to the Commission within fifteen days after the completion of said extra services a demand in writing for the additional fee, together with an itemized accounting of the salary cost incurred in performing said extra services and directly chargeable thereto;

WHEREAS in certain instances it appears to have been impractical for the Contracting Engineer concerned to make such submission within said fifteen days due to the complex nature of the billing required, and in such instances the detailed information required to support the demand could be furnished and submitted within said fifteen days, if at all, only at the expense of the Contracting Engineer's performance of other more urgent obligations imposed upon the Contracting Engineer by the engineering agreements;

WHEREAS it further appears that in some such instances, and also in other instances in which there may be less apparent reason for delay in submission of the aforesaid demands, supported as required, within said fifteen days, it is clear that extra work within the meaning of Paragraph 6 of each of said agreements has been authorized and has been performed, and that to refuse payment thereof would result in the retention by the Commission of benefits to it from such services without compensation to the Contracting Engineer who conferred them;

WHEREAS any convenience which would have resulted to the Commission in being apprised at an earlier date of the extent of its obligations to pay for the performance of such extra work in such instances would have been of only minor importance, as compared with the importance of a refusal to pay for services authorized and satisfactorily rendered, and the Commission has not in the instances referred to been otherwise prejudiced by the failure to submit the demand and supporting data within said fifteen days; and

WHEREAS the Commission's consulting engineer and chief engineer have brought the aforesaid situation to its attention, and have recommended that it grant authority to waive said requirement for the submission within the stipulated period of said demand and supporting data, and the Commission's general counsel has advised it that it may legally grant such authority;

NOW, THEREFORE, BE IT

RESOLVED that the Commission's executive director be, and he hereby is, authorized from time to time and upon the conditions hereinafter set forth to waive the requirement of Paragraph 6 of each of the Commission's "Engineering Agreements" that the Contracting Engineer, within fifteen days after the completion of extra services performed pursuant to said Paragraph 6, deliver to the Commission a demand in writing for an additional fee together with an itemized accounting of the salary cost in performing said extra services and directly chargeable thereto; and

FURTHER RESOLVED that the executive director shall waive said requirement only upon recommendation of the consulting engineer, and only if, in the opinion of the executive director, it shall have been impractical for the contracting engineer to have submitted the aforesaid demand in writing and itemized accounting within said fifteen days or the Commission has not been prejudiced by the failure to submit same within said time."

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

Ayes: Linzell, Allen, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Executive Director reported that the contractor for Contract C-1 had completed its work and that the Commission would by then, he thought, have made final payment under the contract save for the pendency of certain claims asserted by the contractor against the Commission which had not been resolved and could not very practicably have been resolved as of that time. He said further that upon the Commission's advising the contractor that it proposed to make final payment, the contractor had indicated that it would refuse to accept the payment because of the provision in the Commission's contract with it that the acceptance by the contractor of final payment would operate as a release to the Commission from all claims and liabilities of every type and nature owing to the contract in connection with the performance of the contract. The Executive Director further said that it was a matter of considerable question whether that would be applicable in its type of claim, but that the contractor did not wish to take any chance that he might waive by the acceptance of payment. He said that there was also another problem presented in that that contract was one which contained a so-called liquidated-damages clause, which required by its terms and under the law that if the Commission be damaged by the failure of the contractor to complete on time, the amount of damages should be as stipulated in the contract. He said further that the Commission's Consulting Engineer and its Chief Engineer and the retired Executive Director had recommended that the Commission make final payment of the amount due under that contract without the deduction of any liquidated damages and that he advised the Commission in his capacity as Acting General Counsel that it might lawfully do so if it determined that it had not been damaged. He said further that the report of the several engineers was to the effect that the Commission had not been in any wise damaged by the failure of the Harrison Construction Company to complete Contract C-1 by the stipulated date, which had been well in advance of the opening of the Eastgate Section on time on December 1, 1954.

The Executive Director said that, therefore, a resolution had been prepared and was before the Commission which would authorize the payment without deduction of liquidated damages

and would waive the application of the sentence of the contract which he had read so that there could be no ambiguity as to the Harrison Company's rights with respect to the claims which it had asserted and which could be processed in due course.

Major Allen said in response to a question by the Chairman that he thought that the resolution encompassed the basis upon which the matter could be finally resolved.

Resolution No. 44-1955, pertaining to partial waiver of Section G-9.07 of Contract C-1 was moved for adoption by Mr. Allen, seconded by Mr. Teagarden, as follows:

Resolution No. 44-1955

"WHEREAS the Harrison Construction Company, contractor under Contract C-1, has completed the work required of it under said contract and is unwilling to accept final payment thereunder, except upon condition that the acceptance thereof shall not constitute a waiver of certain claims which it has hitherto made against the Commission;

WHEREAS the Commission considers that it is desirable in the interest of the Commission to waive that part of §G-9.07 of the aforesaid contract, which provides that the acceptance of final payment shall operate as a release to the Commission from all claims and liabilities; such waiver to be effective, however, only to permit the contractor to assert and prosecute the claims hitherto presented to the Commission;

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

WHEREAS, although Contract C-1 was not completed within the time provided in §SP-1.07 thereof, the Commission has been advised by its consulting engineer, chief engineer, and executive director that it has suffered no damages by reason of delay in completion of said contract; and

WHEREAS the Commission's chief engineer, consulting engineer, and executive director have recommended that it make final payment of the amount due under said contract without the deduction of liquidated damages, and the Commission has been advised by its general counsel that it may lawfully do so if it shall determine that it has not been damaged;

NOW, THEREFORE, BE IT

RESOLVED that the Commission shall, and it hereby does, waive §G-9.07 of Contract C-1 to the extent, and only to the extent, that the Harrison Construction Company, contractor under said contract, shall be entitled to assert and prosecute claims against the Commission, subject to the limitations contained in the next succeeding paragraph hereof, notwithstanding the following language contained in said contract;

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

FURTHER RESOLVED that said waiver shall be effective only to permit the Harrison Construction Company to assert and prosecute the claims heretofore presented to the Commission by said the Harrison Construction Company;

FURTHER RESOLVED that the Commission determines that it has suffered no damages for which the Harrison Construction Company is responsible by reason of any delay in the performance of said Contract C-1;

FURTHER RESOLVED that the proper officers of the Commission be, and each of them hereby is, authorized to certify and make final payment of the amount due under said contract, without deduction of any amount for liquidated damages and notwithstanding the pendency of the aforementioned claims asserted by the contractor against the Commission; and

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

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

Ayes: Allen, Teagarden, Linzell, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Executive Director reported further that some of the Commission's construction and steel-fabrication contracts provided that the work to be performed thereunder should be completed by dates which were earlier than was necessary for the opening of Ohio Turnpike Project No. 1 on October 1, 1955, as scheduled. He said that the Commission would recall that there were such contracts that had been let early in its program and before the date for opening had been established and that had provided dates much earlier in 1955. He said further that some of the Commission's construction contracts relating to the Eastgate Section had contained dates of completion which had been earlier than had been necessary for the opening of that section upon the date scheduled therefor, namely, December 1, 1954, which had been met. The Executive Director said also that some of those contractors had not performed their contracts completely within the time or times required by their respective contracts. He said that the Commission was in receipt of advice from its Consulting Engineer, its Chief Engineer, and its former Executive Director that the Commission had not been damaged by certain of those delays in the performance of such contracts and in each of such instances the Commission's Consulting Engineer, Chief Engineer, and Executive Director had recommended that the Commission make final payment under those contracts, which provided for liquidated damages, without deduction for any amount for damages in such instances. The Executive Director said further that the law was that if the Commission had not been damaged in spite of the liquidated-damage clause it was not entitled to such damages. He said also that in some of the Commission's contracts which contained the earlier completion dates referred to, there was no provision with respect to the liquidation of damages so that, of course, the Commission would, if it had in fact been damaged by breach by the contractor, be entitled to recover the actual damages and the Commission had, in some way, been advised that even though

some of those contracts might not have been completed within the time or times required by them, the Commission might not be damaged and such fact, if it were a fact, might in some instances be ascertainable and in others not ascertainable upon the completion of the contracts. He said further that, accordingly, the Consulting Engineer, the Chief Engineer, and the former Executive Director had recommended that final payment be made under those contracts which contained no provision for liquidated damages, notwithstanding delays that had occurred in the completion of them, in those instances in which it appeared that no damage to the Commission had resulted or that the existence of damage or the amount thereof could not practicably be ascertained when the payment should become due. He said that he concurred in those recommendations.

Resolution No. 45-1955, pertaining to final payment to contractors was moved for adoption by Mr. Teagarden, seconded by Mr. Linzell, as follows:

Resolution No. 45-1955

"WHEREAS some of the Commission's construction and steel-fabrication contracts provide that work thereunder shall be completed by dates which are earlier than is necessary for the opening of Ohio Turnpike Project No. 1 on October 1, 1955, as scheduled, and some of the Commission's construction contracts relating to the Eastgate Section have contained dates of completion which were earlier than was necessary for the opening of the Eastgate Section on the date scheduled therefor;

WHEREAS some of the contractors having such contracts with the Commission have not or may have not performed their contracts completely within the time or times required thereby;

WHEREAS the Commission has been advised by its consulting engineer, chief engineer, and executive director that it has not been damaged by the delays in performance of some such contracts, and in such instances the Commission's

consulting engineer, chief engineer, and executive director have recommended that it make final payment under those contracts providing for liquidated damages without deduction of any amount for such damages in such instances;

WHEREAS in some of the Commission's contracts, having partial- or final-completion dates earlier than October 1, 1955, no provision for liquidated damages is contained, and the Commission is likewise advised that, even though some such contracts be not completed within the time or times required thereby, the Commission may not be damaged, and such fact may in some instances be ascertainable and in other instances may not be ascertainable upon the completion of said contracts; and

WHEREAS the Commission's consulting engineer, chief engineer, and the executive director have recommended that final payment be made under such contracts containing no provision for liquidated damages, notwithstanding delays which may have occurred in the completion thereof, without deduction of any amount for damages in those instances in which it appears that no damage to the Commission has resulted, or that the existence of damage or the amount thereof cannot practicably be ascertained when the payment becomes due and is proposed to be made;

NOW, THEREFORE, BE IT

RESOLVED that the Commission's executive director and general counsel, acting jointly, may, upon the recommendation or concurrence of its consulting engineer, direct that final payment under any of its construction and steel-fabrication contracts containing clauses providing for liquidated damages for failure to complete within the time or times required thereby, respectively, be made notwithstanding any delays which may have occurred in the performance thereof, but such authority shall be applicable only to final payments under contracts having partial- or final-completion dates earlier than October 1, 1955, and shall not be construed to eliminate any requirement which is otherwise prerequisite to the making of such final payment; and

FURTHER RESOLVED that the Commission's executive director and general counsel, acting jointly, may, upon the recommendation or concurrence of the consulting engineer, likewise direct that payment be made under any of the Commission's contracts having partial- or final-completion dates earlier than October 1, 1955, in which no provision for liquidated damages is contained, notwithstanding any delays which may have occurred in the performance thereof, provided that such final payment be accompanied by a written reservation, in form satisfactory to general counsel, of the Commission's rights to damages for breach by the contractor of the contract."

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

Ayes: Teagarden, Linzell, Allen, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

Resolution No. 46-1955, authorizing the Executive Director to enter into supplemental agreement with the J. E. Greiner Company as Consulting Engineer to the Commission, was moved for adoption by Mr. Linzell, seconded by Mr. Allen, as follows:

Resolution No. 46-1955

"WHEREAS with respect to the Ohio Turnpike Project No. 1 radio-communication facilities and vehicle-classifying and toll-registering equipment to be manufactured, furnished, and installed for Ohio Turnpike Project No. 1 it is preferable that a single firm of engineers perform all design work, including both the preparation of general specifications and also the preparation of detailed plans and specifications for the particular contracts awarded for such work, rather than that the latter services be performed by the various contracting engineers having contracts from the Commission;

WHEREAS the J. E. Greiner Company has, under its contract to serve as consulting engineer, performed a

large portion of said work, and the contracting engineers have performed none of same and have expressed their willingness to forego the performance of any of such work or the assertion of any claim with respect to compensation therefor under their respective contracts with the Commission;

WHEREAS the Commission and the J. E. Greiner Company mutually desire to enter into an agreement for the performance of all of such design work by the J. E. Greiner Company and for the supervision of construction under said contracts by the said J. E. Greiner Company and for the compensation of the J. E. Greiner Company for the performance thereof; and

WHEREAS there is before this meeting a form of agreement relating to the aforesaid matters and making provision therefor, which agreement the Commission's executive director and chief engineer recommend as being in the best interests of the Commission, and the Commission desires to provide for the execution of same on its behalf;

NOW, THEREFORE, BE IT

RESOLVED that the Commission's executive director be, and hereby he is, authorized, for and on behalf of the Commission, to enter into an agreement supplemental to the Commission's present agreement with the J. E. Greiner Company as consulting engineer to the Commission, in the form before the Commission at this meeting; and

FURTHER RESOLVED that the Commission's executive director and chief engineer, and either of them, are authorized to do or cause to be done any and all things necessary to be done to carry out the terms of said agreement."

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

Ayes: Linzell, Allen, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

Resolution No. 47-1955, authorizing contracts for transportation and safeguarding of moneys, was moved for adoption by Mr. Allen, seconded by Mr. Teagarden, as follows:

Resolution No. 47-1955

"WHEREAS, in connection with the operation of turnpike projects, it is necessary to transport to depositories moneys received in tolls paid by turnpike users, toll tickets, and other valuable papers of the Commission;

NOW, THEREFORE, BE IT

RESOLVED that the executive director be, and hereby he is authorized, on behalf of the Commission, from time to time to contract with suitable persons, firms, and corporations for the transportation and the safeguarding of moneys, toll tickets, and other valuable papers of the Commission."

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

Ayes: Allen, Teagarden, Linzell, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

Resolution No. 48-1955, ratifying actions of administrative officers, was moved for adoption by Mr. Teagarden, seconded by Mr. Allen, as follows:

Resolution No. 48-1955

"WHEREAS the executive director, acting deputy executive director, executive assistant, chief engineer, general counsel, assistant secretary-treasurer, comptroller, administrative assistant to the executive director, and chief, right-of-way section of the Commission have, by various written and oral communications, fully advised the members of the Commission with respect to their official actions taken on behalf of the Commission since the Commission's last meeting, and the Commission has duly reviewed and considered the same;

NOW, THEREFORE, BE IT

RESOLVED that all official actions taken by the aforesaid administrative officers of the Commission on its behalf since the Commission's meeting on May 17, 1955 are hereby ratified, approved, and confirmed."

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

Ayes: Teagarden, Allen, Linzell, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Chairman said for the record that General Beightler, before he had left the meeting, had given his approval to all the resolutions that were going to be considered so that he would like the minutes to show that the resolutions which had been considered after General Beightler's departure had been offered and approved also with his approval.

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

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

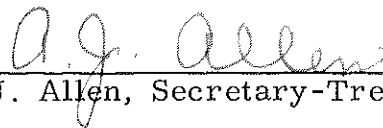
The vote was as follows:

Ayes: Linzell, Allen, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 1:23 o'clock P. M.

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



A. J. Allen, Secretary-Treasurer.