

MINUTES OF THE ONE HUNDRED FIFTH MEETING
MARCH 13, 1956

Pursuant to bylaws, the Ohio Turnpike Commission met in regular open session in its offices at 139 East Gay Street in Columbus, Ohio at 11:00 A. M. on March 13, 1956 with the key members of its staff, representatives of the Consulting Engineers, of the Trustee, members of the press, and others in attendance.

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

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

Absent: None.

The Chairman announced that a quorum was present.

A motion was made by Mr. Allen, seconded by Mr. Linzell, that the minutes for the meeting of January 20, 1956 which had been examined by the members of the Commission and on which the required corrections had been made be approved without reading.

Mr. Teagarden said that he had read the minutes of the meeting of January 20, 1956 at which he had not been present and that he wanted to concur in the actions taken at that meeting by the other members.

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

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

Nays: None.

The Chairman declared the motion carried.

The Chairman reported that the Acting Executive Director, C. W. Hartford, was not present because of the death of his

father in California. He said that Mr. Hartford was being represented at the meeting by the Assistant to the Executive Director, C. E. Westervelt.

The Chairman reported further that on the 29th of February 1956 he had written a letter to Governor Lausche, copies of which all the members had received, on the subject of revenue as affected by the commercial-vehicle traffic on the turnpike. He said that acknowledgment of that letter by the Governor had been received. He said further that the letter of the 29th had been the basis of discussion at a conference which had been held with representatives of the Ohio Trucking Association and the American Trucking Associations, Incorporated, speaking for the trucking industry, in the Commission's meeting room on March 7, 1956. The Chairman said that he had read to the conference the letter from the Governor replying to the letter of February 29. The Chairman then read the letter from the Governor under date of March 2, 1956, as follows:

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

Dear Mr. Shocknessy:

"I received and read your letter of February 29th. I noted carefully what you said in it.

"I am in complete accord with you that the brief period, under which the Commissioners of the Ohio Turnpike have had to determine what the actual use of the Turnpike will be respectively by passenger cars and trucks, is not a fair test evaluating what the ultimate outcome will be.

"With the tremendous growth in population and its corresponding expansion of the numbers of automobiles on the highways, I have not the slightest doubt but that the Ohio Turnpike will prove a financial success.

Sincerely yours,

/s/ Frank J. Lausche

Frank J. Lausche"

The Chairman said further that the conference on March 7 had been attended not only by representatives of the trucking industry and the Commission, but that the principal underwriters, Blyth & Company, B. J. VanIngen & Company, and the Ohio Company, had been represented respectively by T. Henry Boyd, James G. Couffer, and Dennis E. Murphy, and that the Trustee had been represented by the president of The Ohio National Bank, Trustee, Leland A. Stoner. He said that the other conferees were Ellis S. Perlman, Managing Director of the Ohio Trucking Association; Herschel C. Atkinson, Assistant to the Managing Director of the Ohio Trucking Association; Earl Sowers of Akron, Operating Vice President of Motor Cargo, Incorporated; Flott, Assistant Director of Research, American Trucking Associations, Incorporated; John J. Jenkins, Partner in J. E. Greiner Company, Consulting Engineers to the Commission; Lawrence S. Waterbury, Partner in the engineering firm of Parsons, Brinckerhoff, Hall & Macdonald of New York, which made the traffic and revenue report for the Ohio Turnpike Project No. 1 in may 1952; and, for the Commission, the Chairman, Comptroller, General Counsel, Director of Information and Research, Project Manager, Chief Engineer, Assistant Chief Engineer, Contract Attorney, and the Assistant to the Executive Director. He said that the conference had been attended also by representatives of the press and even by some persons who had just come in and asked if they might attend and who had been advised, of course, that the conference was considered by the Commission and by the representatives of the trucking industry to be of such interest that the whole public not only might be advised through the press but any members of the public who wanted to be present might have their own advice as derived from the conference.

The Chairman said further that it had been made plain at the conference, for the benefit of those who had forgotten, that the commission had not itself arrived at the tolls for the schedules which had been incorporated in the Parsons, Brinckerhoff, Hall & Macdonald report and which, in accordance with the terms of the trust indenture, had been required to be the initial schedule of charges. The Chairman read Article V entitled "Revenues and Funds", Section 501, of the indenture, as follows:

"The Commission covenants that prior to the opening for traffic of any portion of the Turnpike it will fix and place in effect an initial schedule of tolls for traffic over such portion, that the rates of tolls in such initial schedule will be in substantial conformity with and not less than the rates of tolls recommended by Parsons, Brinckerhoff, Hall & Macdonald of New York City, New York, in their traffic report dated May 6, 1952, addressed to

the Director of Highways and transmitted to and accepted by the Commission, that the rates of tolls in such initial schedule will not be changed without the approval of the Consulting Engineers, and that from time to time and as often as it shall appear to it to be necessary it will request the Consulting Engineers to make recommendations as to a revision of the schedule of tolls and will file copies of such request with the Trustee and mail a copy thereof to the principal underwriters and, upon receiving such recommendations or giving reasonable opportunity for such recommendations to be made, it will revise such schedule and rates of tolls as may be necessary or proper, in order that the revenues of the entire Turnpike will be sufficient at all times. . ."

The Chairman said further that he thought it was good for everyone to remember that the toll schedule had not either capriciously been set or set by the Commission on its own responsibility but had been set by the Commission upon the advice of a firm of traffic and revenue consultants whose schedule the Commission had covenanted to accept as its initial schedule of tolls in its indenture with the Trustee, The Ohio National Bank of Columbus, and the Co-trustee, The National City Bank of New York. The Chairman said that the conference had concluded with an understanding that the Commission, in pursuance of a study of tolls, traffic, and revenue which it had been itself conducting ever since the whole turnpike had gone into operation and even before that when the 22 miles of the Eastgate Section had been in operation, would continue that study and that the Commission would establish a committee of its own, composed basically of the Acting Executive Director and the Assistant Chief Engineer and such others as they might ask to serve on the committee. He said further that E. J. Donnelly, a partner of the J. E. Greiner Company, had asked that Vincent A. Faller represent that company on the committee. He said also that it was his belief that Parsons, Brinckerhoff, Hall & Macdonald, having made the initial study and having responsibility for the schedule which had been incorporated by reference in the indenture, were entitled to make a restudy, that the Commission was entitled to the benefit of that restudy, and that the underwriters, who had undertaken the financing which the toll schedule of Parsons, Brinckerhoff, Hall & Macdonald underlaid, were entitled to the benefit of it. He said that the Trustee, representing the bondholders, also was entitled to the benefit of the restudy. He said that the joint committee of representatives of the Commission

and of the trucking industry was considering only commercial rates, but that the Commission restudy considered the schedule of tolls. He said that the Commission was responsible not only to assure fair and just treatment for commercial users; the Commission was also responsible, as were all other public agencies representing the public responsible, to make certain that those persons in the public who were not represented by any agency, council, or group were fully represented by the public agency. He said that, therefore, the study by the Commission included a full study of tolls. He said that the study of Parsons, Brinckerhoff, Hall & Macdonald must consider a full study of tolls.

The Chairman reported that he had invited the Chairman of the Pennsylvania, Indiana, and New Jersey Turnpike Authorities to meet with the Ohio Turnpike Authority to consider matters of joint interest. He said that he had been advised by the Indiana and New Jersey Authorities that they would be ready for conference as soon as an appropriate agenda could be prepared and the place for the conference could be determined. He said further that the Pennsylvania Authority, through its Chairman, had advised that it would consider the matter at a meeting. He said also that no doubt that authority too would participate. He said that the Chairman of the Pennsylvania Authority even had suggested that the conference be held in Philadelphia. The Chairman said that it would be his suggestion that the conference be convened sometime in April, leaving time enough for the staffs of the several authorities to get an agenda ready.

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

- 1 - Detail of investment transactions during January, 1956.
- 2 - Monthly toll traffic and toll revenue report for January 1956.
- 3 - Unaudited financial report for period ending January 31, 1956.

- 4 - Audited financial report for period ending December 31, 1955.
- 5 - Detail of investment transactions during February, 1956.
- 6 - Draft of the minutes of the meeting of January 20, 1956.

The Assistant Secretary-Treasurer reported further that he had sent the members certain information with respect to February 1956 operations. He said that it was the experience of other turnpikes whose figures he had seen that the month of February was the lowest month of the year for traffic and revenue. He said further that it appeared that the Ohio Turnpike might follow that same pattern. He said that the two fewer days in February 1956 would have accounted for a 6.5 percent decrease compared to January of 1956 if the same daily averages had been maintained. He said that January had had the benefit, also of the first two days being holidays on which traffic had been heavy. He said that the revenue in the first twelve days of March 1956 was running about 15 percent ahead of the same days in February.

The Assistant Secretary-Treasurer reported further that five new toll charge accounts had been established, two for trucking companies and three for manufacturing companies operating their own trucks.

Resolution No. 13-1956 designating persons to sign requisitions, certificates, etc., under Sections 405, 406, 407, 408, and 506 of the Trust Agreement was moved for adoption by Mr. Allen, seconded by Mr. Teagarden, as follows:

Resolution No. 13-1956

"WHEREAS the Commission, by resolution No. 68-1955, designated certain persons to sign requisitions, certificates, statements, approvals, and opinions provided for by §§405, 406, 407, 408, and 605 of the trust agreement dated June 1, 1952, between Ohio Turnpike 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; and

"WHEREAS subsequent to the adoption of said resolution certain changes have occurred in Commission personnel which make an amendment to said resolution desirable;

"NOW, THEREFORE, BE IT

"RESOLVED that the aforesaid resolution No. 68-1955 be, and the same hereby is, rescinded as of March 13, 1956, and the authorizations hereinafter set forth are substituted therefor, effective as of March 13, 1956.

"FURTHER RESOLVED that requisitions for payment of compensation or deposit of moneys, to be made by the trustee pursuant to §405 of the trust agreement, shall be signed by the secretary-treasurer, an officer of the Commission, or by Ruth L. Wilkins, or C. W. Hartford, employees of the Commission;

"FURTHER RESOLVED that requisitions for payments to be made by the trustee pursuant to §406 and/or §408 of the trust agreement shall be signed by the secretary-treasurer, an officer of the Commission, or by C. W. Hartford, or John Soller, employees of the Commission;

"FURTHER RESOLVED that requisitions for payments be made by the trustee pursuant to §407 of the trust agreement and certificates required by said section shall be signed by the secretary-treasurer, an officer of the Commission, or by C. W. Hartford, or John Soller, employees of the Commission; and if any item in any such requisition is for reimbursement on account of the payment for any real property, the requisite certificate shall be signed by the secretary-treasurer, an officer of the Commission, or by John Soller, an employee of the Commission, and by C. W. Hartford, or C. E. Westervelt, Jr., employees of the Commission, and the requisite statement, opinion, or approval shall be signed by general counsel, or by James L. Stegmeier, one of counsel for the Commission;

"FURTHER RESOLVED that certificates required by §408 of the trust agreement shall be signed by the secretary-treasurer, an officer of the Commission, or by John Soller, an employee of the Commission, and by C. W. Hartford, or C. E. Westervelt, Jr., employees of the Commission;

"FURTHER RESOLVED that statements, opinions, and approvals required by §408 of the trust agreement shall be signed by general counsel, or by James L. Stegmeier, one of the counsel for the Commission; and

"FURTHER RESOLVED that requisitions for payments made pursuant to §506 of the trust agreement and certificates required by the same section shall be signed by the chairman, or vice-chairman, or secretary-treasurer, officers of the Commission, or by C. W. Hartford, or John Soller, employees of the Commission."

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.

The Chairman thanked the Assistant Secretary-Treasurer for his report.

Mr. Linzell reported that the traffic engineering consultants and the civil engineering consultants on prospective project No. 2 were progressing satisfactorily with their work and that everything indicated that their reports would be out on time. He said that their dates for submission of the reports were not later than May 1st.

The Chairman asked Mr. Linzell whether or not traffic and revenue experts of the Department of Highways of Ohio would be available to sit in with the joint committee making the restudy of the schedule of tolls.

Mr. Linzell said that Mr. Frank J. Murray, Chief Engineer of the Ohio Planning Survey of the Department, would sit with the committee.

The Assistant to the Executive Director, reporting for the Acting Executive Director, said that the Acting Executive Director desired that the position of Director of Administrative Services

be filled and that V. O. Robertson, who was then serving as Administrative Assistant to the Executive Director, be considered for appointment to the position of Director of Administrative Services without change in his existing salary of \$10,000 per annum. He said that the position of Director of Administrative Services was one established under the by-laws on the organization chart and that it was not contemplated that there would be any new employees added by reason of the proposed appointment.

General Beightler said that he was very pro-Robertson but that he did not see that the work had been added to in the Commission to necessitate the filling of the position of Director of Administrative Services at that time.

The Chairman said that to continue to handle the duties as they had been handled in the past by the Executive Director's office was not in conformity with the bylaws and the organization chart. The Assistant to the Executive Director said that what the appointment would amount to was that it would streamline somewhat the organization so that certain of the duties which the Acting Executive Director had been disposing of could be passed along to the Director of Administrative Services. He said that the Director of Administrative Services would be in a somewhat different position in the centralization of administration that he then was as the Administrative Assistant to the Executive Director.

The Chairman called on Mr. Robertson to say whether he thought that there would be an improvement in his ability to serve by adding to his duties.

Mr. Robertson said that since he had been appointed Administrative Assistant to the Executive Director he had been performing the duties devolving upon the Director of Administrative Services. He said that to some extent it had been understood that when he took over as Director of Administrative Services he would have more time to give to the supervisory work of that position as the duties of Insurance Administrator, which position he also held, leveled off, but that at the same time he would wear the second hat of the Insurance Administrator and do that work also. He said that it had not been contemplated that any employees would be added. He said that he thought that he could a little better perform the duties devolving upon the Director of Administrative Services if he were actually a department head because his status then would be exactly defined. He said further that he had actually been performing the

main part of the duties of that position up to then and that he did not contemplate any new employees in any of the departments under the Director of Administrative Services at that time.

General Beightler said that he was not going to quibble over what was perhaps a minor matter if he could be assured that it did not involve an increase in employees. He said that he thought that the Commission had sufficient employees to do its job and that the Commission was not expanding its own operations.

Mr. Robertson said that he wanted to assure General Beightler that there was no thought on his part of adding new employees at that time. He said that the appointment would amount to a stabilizing of his status and that if and when the Commission should build another turnpike and it should become necessary to expand, the Commission would be in a position to do so.

Resolution No. 14-1956 appointing Director of Administrative Services was moved for adoption by Mr. Teagarden, seconded by Mr. Allen, as follows:

Resolution No. 14-1956

"RESOLVED that V. O. Robertson be, and he hereby is, appointed director of administrative services, effective immediately, to serve at his and the Commission's mutual pleasure, and that his compensation for service in this and all other capacities in which he shall serve the Commission shall be at the rate of \$10,000 per annum."

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 resolution adopted.

The Assistant to the Executive Director reported that in line with the same idea of centralizing the Commission's organization somewhat, the Acting Executive Director recommended that matters relating to the supervision of non-supervisory personnel be consolidated under the direction of the Executive Director.

The Chairman said that the resolution, as he understood it, was intended to make it possible for the hiring and the discharge, for that matter, of all non-supervisory personnel at the Commission's headquarters to be done principally at one place rather than within the several departments. He said that what was in mind was the establishment of a personnel office with authority to provide clerical and non-supervisory personnel to department heads who should request it.

The General Counsel said that the Chairman was correct. She said further that the bylaws provided that each department head should have the authority to enter into contracts of employment of any and all personnel within his department. She said that the resolution would amend that by providing that the authority for the employment of all non-supervisory personnel be lodged within one central office. In response to a question by General Beightler, the General Counsel said that the authority granted in the resolution was confined to employment, termination, and conditions of employment.

Resolution No. 15-1956 amending Sections 1, 10, 2.00 and subsection (1) of Section 2.10 of Article V of the Code of Bylaws relating to employment of non-supervisory personnel was moved for adoption by General Beightler, seconded by Mr. Teagarden, as follows:

Resolution No. 15-1956

"WHEREAS the Commission, by resolution No. 56-1955, adopted a code of bylaws, which was amended by resolution No. 9-1956, adopted January 20, 1956; and

"WHEREAS the Commission has considered the advisability of centralizing responsibility for the employment of non-supervisory personnel and now deems it advisable to amend certain provisions of the code of bylaws, aforesaid, with respect to the employment of such personnel;

NOW, THEREFORE, BE IT

RESOLVED that the following listed sections of Article V of the code of bylaws adopted September 15, 1955, by resolution No. 56-1955, and amended January 20, 1956, by resolution No. 9-1956, be amended, effective immediately, as respectively indicated below:

(1) Sec. 1.10 be, and the same hereby is, amended to read as follows:

"Each of the respective heads of the departments provided for in Sec. 1.00, above, shall have authority, from time to time, to enter into, modify, or terminate contracts of employment of any and all personnel within his department, other than non-supervisory personnel (as such personnel is defined in Sec. 2.00 hereof, provided, however, that no such contract shall be irrevocable for a period of longer than 30 days; said department heads shall

have authority also to modify contracts of any and all non-supervisory personnel within their respective departments, provided, however, that approval of the executive director shall have first been obtained for any such modification."

(2) Sec. 2.00 be, and the same hereby is, amended to read as follows:

"Executive Director. Subject to legislation and directives of the commission, the executive director shall have general control of, and be responsible for, the construction, operation, and maintenance of projects undertaken by the commission, shall have supervisory control over all employees of the commission at its headquarters or elsewhere in those departments whose heads report to him, and in those departments whose heads report directly to the commission shall have supervisory control of the employment, transfer, termination, and the conditions of employment, of all non-supervisory employees, said non-supervisory employees being secretarial, stenographic, clerical, and such other employees as shall be designated 'non-supervisory' by their respective department heads and the executive director. The executive director shall have supervision over the following departments, and the following heads thereof shall report to him:

<u>Department</u>	<u>Head</u>
Administrative Services Department	Director of Administrative Services
Construction Department	Chief Engineer
Information and Research Department	Director of Information and Research
Operations Department	Director of Operations
Right-of-way Department	Chief of Right of Way"

(3) Subsection (1) of Sec. 2.10 be, and the same hereby is, amended to read as follows:

"(1) From time to time to contract for the employment of advisors, consultants, experts, investigators, and others to advise or assist him or the commission with respect to engineering, valuation,

insurance, patron services, or other matters pertaining to the construction, maintenance, or operation of any turnpike project; and from time to time enter into or terminate contracts of employment of any and all non-supervisory personnel of the commission, as such personnel is described in §2.00 hereof;"

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.

The Assistant to the Executive Director reported further that the Acting Executive Director had been very anxious that the Commission be in a position to arrive at a supplemental agreement with its consulting engineers for the performance of the services as maintenance and operations consultant under the trust indenture. He said that the Acting Executive Director, therefore, recommended that a resolution be considered which would authorize the negotiation of such a supplemental agreement.

The Chairman said that the trust indenture required that the Commission have a consulting engineer for maintenance and operations. He said that the J. E. Greiner Company for all practical purposes had been acting as consulting engineer for maintenance and operations, but because of the necessity to determine when the services terminated under the construction contract the staffs of the Commission and the Greiner Company had agreed on terms and that the Commission had been pretty well

advised of the status of the discussions ever since December 1955. He said that the Commission had not previously been in a position to conclude an agreement with the Greiner Company.

Resolution No. 16-1956 authorizing supplemental agreement with J. E. Greiner Company was moved for adoption by Mr. Linzell, seconded by Mr. Allen, as follows:

Resolution No. 16-1956

"WHEREAS the Commission has heretofore, on September 21, 1951, entered into a contract with the J. E. Greiner Company, a partnership, which provided for the rendition by said company of certain services as consulting engineers;

WHEREAS a dispute has arisen between the Commission and the J. E. Greiner Company with respect to the time when the services of the J. E. Greiner Company are completed under the terms of said contract;

"WHEREAS the J. E. Greiner Company has, notwithstanding such dispute been continuing the performance of the services provided for in said contract and without conceding that they are obligated so to do; and

"WHEREAS the Commission and the said J. E. Greiner Company now desire to supplement and amend said contract;

"NOW, THEREFORE, BE IT

"RESOLVED that the chairman be, and he hereby is, authorized to enter into a supplemental agreement for a term not to exceed one year from and after January 1, 1956, with the said J. E. Greiner Company which may provide for the performance by said company of any or all of the services stipulated to be performed by Consulting Engineers in the Trust Agreement dated June 2, 1952, by and between the Ohio Turnpike 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, and which may provide for the continued performance of any or all of the services specifically provided for in the contract between the Commission and the said J. E. Greiner Company dated September 21, 1951;

"FURTHER RESOLVED that the total compensation payable under said agreement shall not exceed the amount of

\$4,000 per month for the months of January through June, inclusive, 1956, the amount of \$5,000 per month per month for the months of July through September, 1956, and the amount of \$5,000 per month for the months of October through December, 1956; provided, moreover, that any such contract may contain a provision for renegotiation of the amount of compensation for the months of October through December, 1956, upon notice to the Commission by the J. E. Greiner Company prior to September 1, 1956, and for termination on September 30, 1956, in default of agreement between the parties upon such renegotiation prior to said date; and provided further that any such agreement may provide for the furnishing of office space to said J. E. Greiner Company as consulting engineers in the administration building at Berea, Ohio or in the headquarters building in Columbus, Ohio; and provided further that in addition to the above compensation, said contract may obligate the Commission to reimburse the J. E. Greiner Company for its out-of-pocket direct expenses incurred in performing the services required of the consulting engineers under Article V, §501, of the aforesaid trust agreement, provided, however, that the maximum amount of such reimbursable expenditures shall be stated by the J. E. Greiner Company in advance of making any such expenditures and shall be reimbursed by the Commission only to the extent that such expenditures are approved by the Commission in advance; and

"FURTHER RESOLVED that said agreement may contain such specific provisions for accomplishing the general objectives of this resolution, not inconsistent therewith, as shall be deemed by the chairman to be desirable, and that the chairman be, and he hereby is, authorized to do any and all things necessary to carry out the terms of this resolution and of the agreement hereby authorized to be entered into."

The Chairman said that the resolution provided that the Greiner Company, without any further compensation for services on construction, would supervise the completion of construction until a final date of August 1, 1956, and would serve as consulting engineer for maintenance and operations on a sliding scale. He said that an amendment to the agreement had been discussed for some time because there had been some question in that there was a provision in the original contract with the J. E. Greiner Company that 90 days after the whole turnpike had been opened for

operation the company was excused from further performing as consulting engineers under the construction agreement. He said further that the construction agreement had contemplated that the whole turnpike would not be opened until it was finished but that it had not worked that way. He said further that the turnpike had been opened on the 1st of October 1955 and that under some interpretation of the understanding it might have meant that on January 1, 1956 the Commission had owed the Greiner Company fees for supervising the completion of the items that had remained in closing up the contracts with the contractors and the contracting engineers. He said that the Commission and the Greiner Company had not agreed and that that was why a resolution was needed.

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.

The Assistant to the Executive Director reported further that there were matters in connection with two of the Commission's construction contracts with regard to which the Chief Engineer had made recommendations to the Acting Executive Director, and, in turn, the latter had asked that the Assistant to the Executive Director recommended, on his behalf, to the Commission that it consider a resolution with respect to Contract C-38, which was the contract with George Vang, Incorporated, to the effect that the Commission might make final payment, albeit there was a provision in the contract that when final payment was accepted by the contractor it acted as a release of all claims. He said further that George Vang, Incorporated was asserting certain claims which it refused to release in order to accept final payment, and that it was recommended that the Commission waive the provision of Section G-9.07 of Contract C-38 to the extent that George Vang, Incorporated might accept final payment without waiving its rights to such claims as it might advance, not to exceed the amount of \$214,858.31.

The Chief Engineer said that the Assistant to the Executive Director had clearly stated his position and that he had recommended as reported. He said further that he had discussed the matter with

the Consulting Engineers and that they had concurred in the recommendation. He said also that the work on Contract C-38, which had comprised construction of the Sandusky River Bridge, had been completed satisfactorily and that the contractor had brought suit against the Commission for a claim in the amount of \$214,858.31 whereby he was claiming that the Commission had withheld certain information on subsurface data, and so forth. He said that he thought that everyone who had reviewed the matter and had discussed the matter with the contractor firmly believed that its claim had very little validity. The Chief Engineer said further that those who had reviewed the matter believed that it would be to the interest of the Commission to release final payment permitting the contractor to pursue its claim further.

General Counsel said that she had prepared a letter in which she had advised the Commission that in her opinion it might lawfully adopt the resolution, and, furthermore, she recommended its doing so. She said further that the Commission had the letter before it. She said also that George Vang, Inc. had filed a claim against the Commission in connection with certain alleged damage suffered by reason of certain subsurface conditions encountered at the bridge site. She said that the Commission had previously discussed that claim. The General Counsel said further that subsequent to that discussion the contractor had filed a suit in federal district court in which it had set forth two counts, the first of which sought to recover the total amount of the retainage under the contract, while the second sought to recover certain alleged damages in the amount of \$214,000. She said that it was her feeling that the Commission might lawfully adopt the amendment whereby it waived the release of the one particular claim involved. She said further that the Commission did not, however, by waiving the release of the claim from George Vang, Incorporated in any manner admit or concede that there was any validity in the claim asserted by George Vang, Incorporated.

The Assistant to the Executive Director said that there was a letter from the Acting Executive Director recommending adoption of the resolution.

Resolution No. 17-1956 pertaining to partial waiver of Section G-9.07 of Contract C-38 was moved for adoption by Mr. Teagarden, seconded by General Beightler, as follows:

Resolution No. 17-1956

"WHEREAS George Vang, Inc., contractor under Contract C-38, has completed the work required of it under said contract and has refused to accept final payment thereunder except upon condition that the Commission agree that acceptance thereof shall not prejudice its right to assert a claim for damages and/or additional payment in connection with the alleged discrepancy between the subsurface conditions found by George Vang, Inc. at the two bridges over the Sandusky River and the subsurface conditions claimed by George Vang, Inc. to have been represented to it or concealed from it by the Commission or its consultants, or in connection with the furnishing or failure to furnish records, data, borings, test excavations, and other subsurface investigations or information in the hands of the Commission or its consultants, whether said claim sounds in tort or in contract;

"WHEREAS the Commission considers that it is desirable in the interest of the Commission to waive that part of §G-9.07 of the aforesaid contract which provides that the acceptance of final payment shall operate as a release to the Commission from all claims and liabilities, such waiver to be effective, however, only to permit the contractor to assert by legal means said claim in the amount of not more than \$214,858.31 plus interest; and

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

'NOW, THEREFORE, BE IT

"RESOLVED that the Commission shall, and hereby it does, waive §G-9.07 of Contract C-38 to the extent and only to the extent that George Vang, Inc., contractor under said contract, shall be entitled to assert the aforementioned claim in the amount of not more than \$214,858.31, plus any interest claimed thereunder, notwithstanding the following language contained therein:

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

"FURTHER RESOLVED that the comptroller be, and hereby he is, authorized to make final payment under said contract of the amount certified to him as due thereunder upon the dismissal of the first count set out in the complaint in George Vang, Inc. vs. Ohio Turnpike Commission, as heretofore filed, being Civil Action No. 4584 on the docket of the District Court of the United States for the Southern District of Ohio, Eastern Division, and to notify George Vang, Inc. of this waiver by sending to it an authenticated copy of this resolution; and

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

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

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

Nays: None.

The Chairman declared the resolution adopted.

The Assistant to the Executive Director reported further that the Acting Executive Director desired that the Commission consider in connection with its construction contracts a resolution which would authorize payment of one-half of the retained percentage which had been retained by the Commission under Contract C-16 with the Herkner Construction Company, the payment, however, to be conditioned upon the receipt of a release of claims, including any potential claims which might not have yet been asserted against the Commission by the Herkner Construction Company. He said that the Chief Engineer had recommended to the Acting Director that such action be taken.

The Chief Engineer said that there were a few remaining items of work to be completed on Contract C-16. He said that he had been told by the contracting engineer and the Consulting Engineers that those items would be completed as soon as weather conditions permitted. He said further that considering the amount

of money involved in the remaining items of work to be performed and all other factors which would tend to determine any possible liability that the Commission might have if that contract failed, they would not exceed, in his opinion, the amount of the retained percentage once the Commission had released one-half of it. He said that the retained percentage on Contract C-16 had been 10 percent of the contract and that the Commission had been withholding some \$580,000.

General Beightler said that he understood that Herkner Construction Company waived any claim theretofore presented or possibly to be presented in the future.

The Chairman said that it was not his understanding that the contractor had agreed to waive.

The General Counsel said that that understanding was correct.

The Chairman said that it was his understanding that the Chief Engineer and the General Counsel would not recommend that the retained percentage be reduced unless certain conditions were attached to its release.

The General Counsel confirmed the Chairman's understanding.

The Chief Engineer said that that was the only condition under which he would recommend the release of one-half of the retained percentage.

General Beightler said that he was in favor of the resolution because he had always felt that a retained percentage of 10 percent had been too high in the first place. He said further that the Commission's later contracts had provided for five percent retainage. He added that therefore he had no objection to the resolution whatsoever.

The Chairman said that it was entirely possible that the condition might be an insuperable obstacle.

Mr. Linzell said that he was satisfied. He said further that the Commission was protected.

The Chairman asked Mr. Linzell how he would feel if the contractor did not waive. He said further that he wanted it understood that the condition was a condition which the staff members of the Commission had recommended and the Commission members fully understood because it was not unlikely that the condition would prevent the accomplishment of what was sought by the contractor to be accomplished.

Mr. Linzell said that it still sounded all right.

General Beightler asked whether there had been any discussion with the contractor.

The Chairman replied that counsel for the contractor had been in conference with the General Counsel and with the Chief Engineer.

General Beightler asked whether the contractor had asked for the release of part of the retained percentage.

The Chairman replied that the contractor had so asked and that it was willing to accept release of half of the retained percentage but that its position was that any condition such as stipulated in the resolution was unreasonable. He said further that that was why he thought that the Director of Highways, Mr. Linzell, and the former Director of Highways, General Beightler, both of whom were members of the Commission, must be fully advised. He said that he would not himself be willing to remove the condition as recommended by the staff.

Resolution No. 18-1956 authorizing partial payment in return for release --Contract C-16 was moved for adoption by General Beightler, seconded by Mr. Linzell, as follows:

Resolution No. 18-1956

"WHEREAS pursuant to the terms of Contract C-16, the Commission has retained 10% of the amounts of monthly estimates of work performed and materials furnished;

"WHEREAS The Herkner Construction Company, contractor under said Contract C-16, has requested that the Commission release one-half of the amounts so retained, and the Commission is willing to release and pay said sum to the Herkner Construction Company, but only upon condition that said contractor shall release the Commission from all claims and demands of said contractor for or in connection with the performance, or any alleged breach, of

said Contract C-16, except its claim for the balance of said retained percentage and for such sums as may become due for work not yet performed or materials not yet furnished; and

"WHEREAS the release of one-half of the retained percentage in accordance with the request of the contractor and upon the aforementioned conditions with respect to claims and demands of the contractor has been recommended by the Commission's consulting engineers, chief engineer, and general counsel;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission finds that it is in the best interest of the Commission to pay forthwith to The Herkner Construction Company one-half of the sum withheld from said company as "retained percentage" under Contract C-16, in consideration of a release of claims to be furnished to the Commission by said company;

"FURTHER RESOLVED that, in view of its aforesaid finding, the Commission's acting executive director may direct payment to The Herkner Construction Company, contractor under Contract C-16, 95% of the total of monthly estimates for work performed and materials furnished pursuant to said contract (including estimates for work performed and materials furnished pursuant to extra-work orders approved by the chief engineer), less the total of all partial payments previously made; provided, however, that such payment shall be made prior to the final payment under the contract only if said contractor shall furnish to the Commission a consent thereto duly executed by the surety on its bond, and shall execute and furnish to the Commission a consent thereto dully executed by the surety on its bond, and shall execute and furnish to the Commission a release of all claims, demands, actions, and causes of action of said contractor against the Commission, except said contractor's claim for the remaining 5% of the aforesaid moneys;

"FURTHER RESOLVED that said release may provide that it shall not prevent the adjustment of quantities to reflect final measurements nor affect the continuing obligations of the contractor or its surety with respect to defective work or materials and indemnification of the commission, or any obligation under the contract or the bond with respect to work yet to be performed and the agreed compensation therefor; and

"FURTHER RESOLVED that the aforesaid consent of surety and release shall each be in form satisfactory to the Commission's general counsel and may contain other stipulations deemed requisite or appropriate by general counsel."

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.

The Chairman said that the report offered by the Assistant to the Executive Director on behalf of the Acting Executive Director was accepted as presented.

The Chief Engineer reported that he would place in the hands of each member of the Commission a copy of his brief report on the status of construction projects.

The Chief Engineer reported further that he had employed a landscape engineer named Wesley L. Hottenstein, who previously had worked for the Highway Department of the Commonwealth of Pennsylvania and more recently for Cole Nurseries at Painesville, Ohio. He said that Mr. Hottenstein had been employed, effective February 1, 1956 and had been working with the Project Manager on an erosion-control program for the Ohio Turnpike and that he was then working up plans for the necessary planting and beautification of the Berea administration building and other buildings on the turnpike. The Chief Engineer said further that that program was being prepared in such a fashion that the work would be accomplished with the Commission's own forces under the supervision of the landscape engineer. He said that it was intended to go forward in that program very slowly.

The Chief Engineer reported further that the county engineers of Williams, Fulton, Lucas, Wood, Sandusky, and Ottawa Counties were scheduling a meeting for the following month at which they and the commissioners of their respective counties would be present. He said that the purpose of the meeting was to present some of the problems that the engineers and commissioners felt they were confronted with as a result of the construction of the Ohio Turnpike. He said that he anticipated

that some of the things that would be brought up would be abnormal maintenance costs on grade separations resulting from erosion that had taken place subsequent to the completion of the contract, and many drainage items that the county officials felt had been improperly designed and were not functioning. He said that he and the Acting Executive Director, the Assistant Chief Engineer and the Project Manager would attend the meeting.

The Chairman said that the Chief Engineer's report was accepted.

The Project Manager reported that the strength of the Ohio State Highway Patrol on the Ohio Turnpike was at the full complement of 63 patrolmen and radio operators contemplated by the contract between the Commission and the Ohio Department of Highway Safety. He said further that as a result of the Ohio 40-hour-week law, which affected the Highway Patrol, it had been found necessary to have an additional radio operator on the Turnpike so that an amendment to the contract had been entered into with the Director of the Department of Highway Safety and that there would soon be a fifth radio operator in the turnpike complement of the Patrol. He said further that during the month of February 1956 the patrol had made 545 traffic arrests, 17 arrests at accidents, and 33 arrests for misdemeanors, and had issued 1,245 written warnings for traffic violations.

The Project Manager reported further that the garage holding a contract to provide disabled-vehicle services in amended DV-1 zone had been placed in receivership, thus terminating its turnpike activity. He said that as a result the DV-1 zone, which extended 35 miles eastward from the Indiana line, had been turned over to the Kunkle maintenance section to cover on an experimental basis. He said further that a half-ton-pick-up truck, equipped with radio, tow bar, jack, wheel-changing tools, fire extinguishers, gasoline, diesel fuel, and water, was on stand-by at all times to provide disabled-vehicle services for patrons requiring such services. The Project Manager said further that that truck and its operator were not idle while on stand-by, but were being used in performing routine maintenance duties between calls for disabled-vehicle service. He said that only minor vehicle services were performed; that if a mechanical defect were evident or a wrecker were required, the Commission's operator merely took the patron to a telephone

installation where he was furnished a list of garages in the area, together with their telephone numbers in order that he himself could arrange for the services he required. The Project Manager said that in 14 days of that experimental service 49 calls, consisting mostly of flat tires and fuel exhaustion, had been handled. He said that patrons receiving the service were given a mimeographed slip advising that the service was rendered as a part of an experimental project. He said that recipients of the service to date had been quite surprised with the free service and had been pleased with it. He said that he could not then report what the service was costing the Commission but that the cost was insignificant.

The Project Manager reported further that during the month of January 1956 the disabled-vehicle-service garages had rendered 1,656 aids to motorists and during the month of February 1956 had rendered 1,489 aids.

The Project Manager reported further that inspection of the restaurants had been stepped up to the point where there were then two full-time inspectors. He said that both inspectors were from the toll collection forces and could be spared from those duties at that time of the year. He said that one of the inspectors would revert back to toll collection on March 15, 1956 and that the other would be continued as an inspector for some time. He said further that the increased inspection had been deemed advisable so that the restaurants could be in more complete readiness for the onrush of spring traffic. The Project Manager said that all inspections were made jointly with the managers of the respective restaurants and that deficiencies were corrected on the spot. He said that the daily inspection reports definitely indicated great improvement in service, cleanliness, friendliness, and quality of food.

The Project Manager reported further that the principal activity of the maintenance department continued to be removal of snow and ice. He said that within the last 53 days there had been 19 snow or ice storms on part or all of the turnpike, making a total of 44 storms since October 1, 1955. He said that as spring approached, new problems were becoming increasingly apparent and would require immediate consideration. He said that problems of growing importance were those of maintaining access drives and parking areas at service plazas, and of erosion control.

The Project Manager reported further that on February 25, 1956 a very severe windstorm had knocked out electric service to a number of turnpike installations. He said that those installations, such as maintenance buildings, toll plazas, and the Berea administration building, which had been equipped with emergency generators had experienced no hardship, but that the service plazas, which had not been equipped with emergency generators, had experienced difficulty. He said that at Great Lakes and Towpath Service Plazas the electric power had been cut off for nearly 12 hours, and that at the Glacier Hills and Mahoning Valley Service Plazas it had been off for about four hours. He said that that situation had been serious because water could not be supplied and other services could not be provided for patrons. He said that installation of emergency generators of sufficient capacity to handle minimum electrical-power needs at each plaza was under study.

The Project Manager reported further that meetings had been held during the last 53 days separately with the top management of each restaurant concessionaire for the primary purpose of emphasizing the need for expedient service, cleanliness, friendliness and courtesy, the full utilization of facilities such as the truckers' bay and washroom, the provision of facilities for mailing cards and letters, and for increasing the number of items for sale. He said further that a meeting had been held with all the supervisory personnel of the maintenance section to evaluate experience gained in handling removal of snow and ice. He said that considering the severity of the winter, the snow and ice removal program had been most satisfactory and that the effectiveness of the program could be measured by the low frequency of accidents on the Ohio Turnpike. He said also that a meeting had been held with the top management of each of the disabled-vehicle-services garages at which mutual problems relative to service required and to continued cooperation with toll-collection personnel, Highway Patrol personnel, and maintenance personnel had been discussed. He said that a meeting had been held with all supervisory personnel of toll collection for the purpose of gearing up the toll-collection organization to be in complete readiness to handle the prospective heavy volume of traffic. He said that emergency call-out toll-collection personnel were being used and other such personnel were being selected in order to supplement the existing organization and to avoid the payment of time-and-a-half.

General Beightler asked whether the concessionaire contracts had contemplated that the concessionaires would buy stand-by generators.

The General Counsel said that there was nothing in the contracts requiring that they do so.

The Director of Information and Research reported that in accordance with the direction of the Executive Director contained in his letter written to all operating employees on January 13, 1956, four members of the Commission's staff had proceeded to hold hearings at the Berea Administration Building and at the Swanton Maintenance Building. He said that the hearing committee had been composed of himself, as chairman; the General Counsel; the Project Manager; and the Personnel Director. He said further that the letter had informed operating personnel that if they wished to make any statements or suggestions concerning wages and working conditions they would be heard by those four staff members at the two locations named. He said further that the hearing at Berea Administration Building had been held January 24th and had been attended by 48 employees, the majority of whom were toll collectors, and that of the 48, seven had indicated that they wished to speak in their own behalf and had done so. He said that all the others had designated representatives of a union to speak for them. He said further that at the hearing at Swanton Maintenance Building on January 27, there had been present 34 employees, most of whom had been maintenance employees, and that of those, four had spoken for themselves and others had designated representatives of unions to speak for them. He said that there had been quite a large delegation of representatives of unions at the first hearing and again at the second hearing and that it had included the deputy Ohio director of the AFL-CIO, George DeNucci, and a national representative of the AFL-CIO in Ohio, Stanley Petrosky, who was present at the meeting of the Commission, and representatives of the Government and Civic Employees Organizing Committee and of the International Union of Operating Engineers. He said further that by and large all those representatives had acted in concert at both hearings. He said that there had been a bit of confusion at the first hearing at Berea until a method of procedure satisfactory to all concerned had been worked out but that everyone had been reasonable and that the confusion had not lasted very long. He said that a report listing in detail the matters presented by the employees on their own behalf or by representatives of unions on behalf of other employees who had so designated them would be given to all members of the Commission that day.

The Director of Information and Research reported further that generally the employees who had spoken for themselves had been concerned primarily about such things as wage increases -- how much they might expect and when they might expect it; overtime pay regulations; holiday overtime pay; seniority, particularly with respect to promotion and layoff; and establishment of some procedure by which grievances could be heard. He said that the presentation by representatives of unions had been the same at both hearings and had consisted of a proposal which had covered practically all conceivable facets of wages and working conditions and was contained in the detailed report to the members.

The Chairman asked whether the presentation by the representatives of the unions had covered the matters contained in a resolution of the New Jersey Turnpike Authority. The Director of Information and Research replied that he thought that the proposal made at Berea and at Swanton by the representatives of the unions had included most or all of the provisions of that resolution, and others besides.

The Director of Information and Research reported further that the proposals presented by the representatives of unions had been concerned with toll collectors, senior toll collectors, and maintenance employees. He said that the representatives of unions had requested that the Commission provide opportunity for presentation of evidence which would establish a union as the representative for employees authorizing such representation, and that they had requested also that the representatives of unions who had made presentations at Berea and at Swanton receive copies of any reply by the Commission to matters presented by or on behalf of employees.

The Director of Information and Research reported further that the hearing committee of four was making certain recommendations in its report to the members. He said that the first recommendation was that an employee's manual be compiled of existing Commission policies with respect to wages and working conditions because those policies then had to be looked for in four different sources: the Code of Bylaws of the Commission, resolutions passed by the Commission which had not been included in the Code of Bylaws, memoranda issued by the Executive Director and Project Manager with respect to wages and working conditions, and practices which had developed informally since the Eastgate Section had been opened to traffic. He said that the Acting Executive Director had designated the Assistant to the Executive Director and the Director of Administrative Services, with the assistance of the Project Manager, to compile the material for the manual for consideration by the Commission.

The Director of Information and Research said that the second recommendation was that there be established a schedule of increases for toll-collection and maintenance personnel, such increases to be awarded on the basis of merit. He said that the third recommendation was that changes in the working schedule for toll collectors be considered to make their average work week over a period of four consecutive weeks consist of 40 hours. He said also that the fourth recommendation was for the establishment of a procedure to provide for orderly and prompt handling of questions and other matters relating to wages and working conditions that the employees might like to present and which was usually spoken of as a grievance procedure.

The Director of Information and Research reported also that there had been prepared by his department and distributed by toll collectors assigned by the Project Manager a leaflet titled "Eastern Connections to Ohio Turnpike" which identified the roads in western Pennsylvania and New York and northeastern Ohio which led to interchanges on the Ohio Turnpike. He said also that his department had prepared banners reading "Ohio Turnpike Information" which experience had shown service-station operators were very glad to put in their windows. He said that the banners were intended to suggest to motorists and others who pulled into service stations that they could obtain turnpike information there and perhaps to suggest the use of the Ohio Turnpike to drivers who had not already had that in mind. He said that one of the collectors who had distributed the leaflets had reported that, particularly in Pennsylvania and New York, operators of service stations who had any information about the turnpike generally guarded it carefully, that many of the stations had one copy of the regular turnpike map posted on their wall, hidden in the desk, carried in a pocket, or even kept in a safe. He said that the collector had reported further that the operator of a service station in Pennsylvania had told the collector that he wished the Pennsylvania Turnpike Commission would do something of the same sort. The Director of Information and Research said that the experience in distributing similar leaflets in Indiana and in Michigan had been duplicated in Pennsylvania and New York in that the operators of service stations and motels had asked the Commission's collectors such questions as: "Is the Ohio Turnpike open yet?", "When will you open the rest of the turnpike?", "Where does the turnpike go?", "Is it open all the way?", and "I read in the paper when you started the turnpike, but I didn't know that it was finished."

The Director of Information and Research reported further that another leaflet would be prepared which would be called "Ohio

Connections to Ohio Turnpike", and which would be distributed to service stations, motels, and other roadside business places along the roads leading north from U. S. 40 to the Ohio Turnpike Interchanges. He said that with distribution of that leaflet, all the connecting roads to the turnpike, west, north, east, and south, would have been covered. He said that there was left with leaflets at each business place a business-reply reorder card on which the operator of the business had only to enter his name and address and the number of leaflets he wished when ordering an additional supply. He said further that the reorders had been coming in in increased numbers since March 1, 1956, and that similar requests were being received from automobile clubs all over the country for the Commission's more formal folder "Welcome to the Ohio Turnpike".

The Director of Information and Research reported further that his department had prepared, in collaboration with the Acting Executive Director, and distributed releases about the provisions to be made for the operation of trucking industry safety patrols on the turnpike and about the special facilities for truck drivers at the service plazas. He said that the releases had been quite widely disseminated to newspapers, magazines, and publications of the trucking industry. He said that the releases had received good notice in the New York Times and other publications and that one of the national television broadcasting chains had sent a photographer who had spent the entire previous day with James D. Casto of the department making movies. He said that Motor Cargo, Incorporated, the Commission's chief charge account, had extended very fine cooperation in the making of the movies.

The Chairman thanked the Director of Information and Research for his report.

The Chairman said that he would like to have permission from the Commission to congratulate and wish well the new managing editor of the Cincinnati Enquirer who had been in Columbus for a long while and had given the Commission a lot of attention. He said that if it was agreeable to the members he would write a letter on behalf of the Commission to congratulate the new managing editor and wish him well.

The members agreed.

The Chairman said further that the members and the staff were all very glad to hear of the recognition of Mr. Black, who had

been in the Columbus press corps ever since the Commission had been in business, and that he would be missed.

Resolution No. 19-1956 ratifying actions of Administrative Officers was moved for adoption by Mr. Teagarden, seconded by Mr. Allen, as follows:

Resolution No. 19-1956

"WHEREAS the acting executive director, assistant to the executive director, chief engineer, assistant chief engineer, general counsel, assistant secretary-treasurer, comptroller, and chief, right-of-way department 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 January 20, 1956, are hereby ratified, approved, and confirmed."

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

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

Nays: None.

The Chairman declared the resolution adopted.

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

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

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

Nays: None.

The Chairman declared the meeting adjourned.

The time of adjournment was 1:02 P. M.

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



A. J. Allen, Secretary-Treasurer.