

MINUTES OF THE ONE HUNDREDTH SEVENTH MEETING
MAY 1, 1956

Pursuant to bylaws, the Ohio Turnpike Commission met in regular session at its headquarters at 8080 Prospect Road in Strongsville, Ohio at 10:06 a. m. Eastern Standard Time on May 1, 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.

The Chairman said that notwithstanding any provision of the bylaws to the contrary or any requirement for any predetermination at a meeting prior to the one then convened, the members of the Commission had come to that headquarters for the regular monthly meeting for May 1, 1956. He said also that any requirement for exceptional notice for a meeting to be held at that headquarters, rather than at the headquarters in Columbus, the record should show had been waived by the appearance of the members at that headquarters for the meeting then convened. He said further that so the Commission might, at its pleasure, thereafter hold regular, as well as special, meetings at that headquarters without predetermination at a previous meeting a resolution had been prepared which would so provide and accordingly would be offered before the Commission proceeded with any of the other business of the meeting.

Resolution No. 23-1956 amending Sections 2.00 and 3.00 of Article II of the Code of Bylaws was moved for adoption by Mr. Teagarden, seconded by General Beightler, as follows:

Resolution No. 23-1956

"WHEREAS the Commission finds it in the best interest of the Commission to amend certain sections of article II of the

code of bylaws relating to the time and places of convening of its regular meetings;

"NOW, THEREFORE, BE IT

"RESOLVED that §2.00 of article II of the code of bylaws be amended, effective immediately, to read as follows:

"Sec. 2.00 Place. All regular meetings of the commission shall be held at its office in Columbus or at the office of the commission in the administration building on the Ohio Turnpike, or at such other place as may from time to time be designated by the commission at a preceding meeting or be designated by its chairman by mailing or delivering written notice, or by causing the same to be mailed or delivered, to the other members of the commission at least forty-eight hours before the regularly scheduled time for such regular meetings. The place where each special meeting shall be held shall be designated in the call thereof."

"FURTHER RESOLVED that §3.00 be amended, effective immediately, as follows:

"Sec. 3.00 Regular Meetings. Regular meetings of the commission shall be held at 11:00 A. M. , eastern standard time, unless the official time of the local governmental unit wherein the meeting is to be held is on daylight savings time, in which event the meeting shall be held at 10:00 A. M. , eastern standard time, on the first Tuesday of each month; provided that in any case in which it appears to the chairman to be inexpedient that any regular meeting be held as hereinabove set forth, the chairman is authorized to postpone or advance such meeting until such date and time as appear to him to be expedient, or to cancel the same by mailing or delivering written notice of such postponement or advancement or cancellation, or causing the same to be mailed or delivered, to the other members of the commission at least forty-eight hours before the regularly scheduled time for such meeting. In the event any such meeting is so postponed or advanced, the chairman shall give, or cause to be given, to the other members of the commission like notice of the hour and date to which such regular monthly meeting is postponed or advanced. '"

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.

A motion was made by Mr. Linzell, seconded by General Beightler, that the minutes for the meeting of April 3, 1956 which had been examined by the members of the Commission and on which the corrections suggested by the members had been made be approved without reading.

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

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

Nays: None.

The Chairman declared the motion carried.

The Chairman thanked the Project Manager for making arrangements for the Commission to meet at the Administration Building and he congratulated him on the good order of the building. He said that it was the first time that any of the members had been in the headquarters since the building had been in full, efficient operation and that it could be a matter of satisfaction to all of them to see the building in operation and to see the fine, competent-looking staff there. The Chairman congratulated the operations administration also upon the good order which had been observed by the members as they drove over part of the Ohio Turnpike in reaching the Administration Building. He said that it was a joy to all the members of the Commission to hear by word and to read by letter of many, many users of the Ohio Turnpike of the acceptance which it had from its users. The Chairman said to the Project Manager that he was running a fine business, and, he had no doubt, a business whose success was assured. He said further that the amount of passenger traffic on the turnpike was really remarkable. The Chairman said also that in a letter to the Governor of Ohio on February 29, 1956 he had mentioned that whether the commercial vehicle used the turnpike to the full expectation or not, the passenger-car operator would assure success of the Ohio Turnpike. He said that subsequently the Executive Director of the

Ohio Trucking Association had said that that statement was ridiculous, that no turnpike had ever enjoyed success from passenger cars only. The Chairman said that he had disputed that statement and that only the previous week Mr. Sam Brown, a partner of Coverdale & Colpitts, traffic and revenue engineers of New York, in speaking before the Municipal Forum of New York, had said that the passenger car was "the meat and potatoes" of the toll-road diet. The Chairman said that in that aforesaid letter to the Governor of Ohio he had mentioned the vast amount of commercial traffic on Route 20 as compared with the lesser amount on the Ohio Turnpike and had offered some criticism. He said that at that time the same Executive Director of the Ohio Trucking Association had again challenged what he had had to say about Route 20 traffic, but, said the Chairman, subsequently the Toledo Blade had made a survey which had been published by that newspaper in its edition of April 1, 1956 which had indicated that not only were the statements to the Governor with respect to the comparison of traffic on Route 20 and the turnpike accurate but that violations of law which he had not mentioned were being arrogantly committed on Route 20 by the commercial vehicle operators.

The Chairman reported that since the last meeting the annual report of the Commission had been published in de luxe form and distributed and that the Commission was having a very pleasant reaction to the report. On behalf of the Commission, the Chairman congratulated, as the man who had much to do with the report, the Commission's Director of Information and Research, James D. Hartshorne. He said further that it was necessary to see Mr. Hartshorne every day to realize the untold amount of work that he put into the business of his job. He said that often, when passing the headquarters building in Columbus in the evening, he looked up at the windows and more often than not there was light burning in Hartshorne's office. The Chairman said that Hartshorne had enormous loyalty from the people who worked with him and that he was entitled to it because they knew that Hartshorne was always there to defend them and the Commission knew that Hartshorne was always there doing his job. The Chairman said that he was sure that he had the endorsement of the Commission in everything that he had had to say about Hartshorne.

The Chairman reported further that the Comptroller had informed him that the revenue for April 1956 would exceed a million dollars. He said also that the eighth coupon on the

bonds of the Ohio Turnpike Commission for its Project No. 1 would be paid on June 1, 1956, just as the previous seven coupons had been paid on time. He said further that he had made that remark to allay any of the suspicion which had been originated about whether or not the Commission's revenues would affect its ability to pay its interest. The Chairman said that the newspapers recently had reported the experience of another turnpike authority which, in 27-1/2 months after the issuance of \$280,000,000 worth of bonds, had made \$9,400,000 on its investments. He said that the Ohio Turnpike Commission, in the same period after its \$326,000,000 issue, had made \$14,142,000 which, he said, would be \$43,400 per original million by Ohio as compared with \$33,600 per original million for the authority alluded to. He said that he did not consider the comparison anything but invidious, however, because there had been all kinds of factors which had been operative in the Ohio Commission's favor. He said that the rate of expenditure and the yield on government securities had contributed to the satisfactory position that the Commission had been able to maintain with respect to earned income on unexpended funds. The Chairman said that he might mention, without intending to be critical at all, that the interest rate of 3.09 which the state of Ohio had agreed to pay on a \$50,000,000 bond sale the previous week was certainly amazing, to say the least. He said that those bonds looked, acted, tasted, and smelled like general obligations and that they were supported by probably \$2,500,000,000 worth of prospective, almost certain, revenue and were, to say the very least, hybrids between general obligations and pure revenues. He said that those bonds certainly were supported by a much more substantial prospect than the ordinary revenue issue and that it had been said, quite understandably, that the rate paid on that 50-million issue of Ohio bonds would have a profound effect upon the ability of the Commission to borrow money at a reasonable rate in the event it were to try to do so in the immediate future.

The Chairman reported further that since the last meeting the conference of the four toll authorities which had been expected to convene at Philadelphia on April 17, 1956 had been postponed until a later date, probably until after the Indiana Toll Road had been opened to traffic early in the summer.

The Chairman reported further that May 1 was a day of rendezvous, as the Commission had understood it, for the engineering reports on the prospective Ohio Turnpike Project

No. 2 and the Director of Highways. He said that there had been much discussion about the project and that he would like to review some of the things that had been said in the past about the obligations and duties of the Commission toward the reports and the prospective project as its duties and obligations were understood by the Chairman and the other members of the Commission. He said that the revenue-bond method of financing public improvements was one which was properly used only when the improvement desired could not be provided as a facility for use by the public on a non-user-pay basis. He said further that the revenue-bond device which was an economic and financial expedient of providing public improvements must be selectively used. He said that he had said in an address before the City Club of Cleveland approximately three years before that the use of the revenue bond in financing public projects must be highly and intelligently selective. He said that the revenue bond was not the total solution for providing public improvements. He said also that the revenue bonds should be selectively used after an intelligent determination that the facility required could be provided only on a user-pay basis. The Chairman said that the Commission came to the so-called Project No. 2 with that principle in mind after proper examination as to how the project could be provided.

The Chairman said further that he did not believe that there was anybody in Ohio who seriously believed that a modern highway with the general characteristics of the Ohio Turnpike was not urgently needed between Cincinnati and Conneaut where it would connect with the corridor in Pennsylvania which would connect with the New York Thruway. He said that it could be provided in several ways, 1) the State of Ohio could provide it from appropriated funds, 2) the State of Ohio and the United States cooperatively could provide it, 3) the United States alone could provide it, or 4) the Ohio Turnpike Commission, only if it could not be provided as a public highway, a freeway, could provide it. He said also that of the four possibilities, its construction by the Ohio Turnpike Commission was the least desirable. He said that the Ohio Turnpike Commission should construct that highway as a revenue-bond project only if it could not be provided as a public highway, generally spoken of as a freeway. The Chairman said further that the engineering reports, which the Director of Highways would receive or had received represented a large expenditure by the State of Ohio. He said that the reports, after the Director

had determined to his satisfaction that they fulfilled the requirements of the contracts whereunder they had been made, would come to the Commission, and the Commission, as he had said in a telegram to the Akron Beacon Journal recently, would proceed as stated in a paragraph of that telegram, which he read, as follows: "When the engineering reports are completed and accepted by the Director of Highways and presented to the Commission they will receive most careful analysis as to every section of the proposed project; and negotiations for financing will be undertaken in accordance with conclusions thereby reached." The Chairman said that that meant conclusions reached after a careful analysis of every section, a careful analysis of all sections as to all of the factors affecting the prospective project. He continued reading from the paragraph of the telegram as follows: "The Ohio Turnpike Commission will not abandon consideration of further construction in the near future because, regardless of the need of other similar facilities, at the very least a connection between the Ohio Turnpike and the Pennsylvania corridor which will connect with the New York Thruway must be provided and so is of paramount concern to the Commission. The importance which that necessary connecting facility will bear to the service which can be rendered by the Ohio Turnpike to the people of Ohio and to the economy of the nation cannot and will not be overlooked by our Commission." He said that that paragraph did not say that the Commission expected to construct nor that it would construct the proposed second project from Cincinnati to Conneaut but that it said that the Commission would not abandon consideration of such a project. The Chairman said that the Commission would not abandon the consideration of any section of such a project until it was determined that the project or the sections thereof would be provided by the funds from one or more of the other sources which he had mentioned.

The Chairman said that the facility between the Ohio Turnpike and Conneaut was an urgent necessity both as a plain facility in transportation and as an auxiliary to the existing Ohio Turnpike. He said also that, therefore, while the Congress of the United States considered how far it would go finally in the enactment into law of the bill which had been passed by the lower house, the Commission would continue to prepare for a second toll road so that no important time would be lost and so that the implied covenant to proceed promptly that had been made for the Commission when the funds had been advanced by

the State of Ohio for the preparation of the reports would receive the respect that that implied covenant was entitled to. He said that it would be his hope that the facility in its entirety would be built as a freeway under the provisions prospective in the enactment prospective by the Congress of the United States. He said that how soon the facility from the Ohio Turnpike to the Pennsylvania corridor could be provided under prospective legislation was the responsibility of those who would be charged with making that legislation effective in providing highways and that specific highway facility. He said further that, therefore, let it be understood that the Commission did not expect to plunge into, nor would it plunge into, a program of revenue-bond financing for a public facility which could otherwise be provided by public funds without the necessity of the user paying, but instead the Commission would wait, it would examine the reports, it would be ready to assume its responsibility, whatever that responsibility might be, as its responsibility matured after the legislation should be enacted, assuming some legislation was going to be enacted by the Congress of the United States. He said that of course if the Ohio Turnpike Commission did not find itself confronted with the necessity of providing either all or part of the needed facility it would, in good business practice, make some changes in its organization and structure. He said that the spacious Administration Building had been provided at that strategic location so that the Commission could supervise from there the operations both of the Ohio Turnpike and of the facility which had been prospective from Cincinnati to Conneaut. He said that if it would occur that the second project, which had been envisioned at that time, were not to be built by the Commission, then a fortiori he should say that the principal headquarters of the Commission should be at the Administration Building. The Chairman said that he had spoken to the Project Manager about the amount of space that was available at the building and what consolidations could be effected in pursuit of good business judgment and economics and that it was the Project Manager's belief that the building would be adequate, if the Commission did not construct the whole Cincinnati-Conneaut road as a revenue-bond project, to accommodate the headquarters of the Commission. The Chairman said that there would be quite a saving in the cost of operation and overhead and there would be even a return of capital from the sale of the Gay Street building in Columbus.

The Chairman said that apropos of the discussion of the second turnpike and apropos of the statements that he had made that

the Commission would be ready to fulfill its duty, however that duty would be made manifest, he wanted to read a letter that he had received from the Vice President of the Ohio Company dated April 30, 1956. He read as follows:

"Dear Mr. Shocknessy:

"This letter is to advise you that the undersigned investment firms which were designated principal underwriters under the Trust Agreement securing \$326,000,000 State of Ohio 3 1/4% Turnpike Revenue Bonds, Project No. 1, due June 1, 1992, have formed an account or syndicate consisting of firms which were participants in Project No. 1 with the additions of certain new members, to consider any financing which the Commission may wish to do on Project No. 2.

"If the Commission desires to proceed with the financing of Project No. 2 upon receipt of the engineering and traffic and revenue reports, we would welcome the opportunity of conferring with the Commission regarding the financing and to negotiate for the purchase of any bonds to be issued.

Respectfully yours,

Blyth & Co., Inc.
B. J. Van Ingen & Co., Inc.
The Ohio Company

By: Dennis E. Murphy
Vice President
The Ohio Company"

The Chairman said that obviously the financial community remained interested in a second project in the event that the Commission should be required to provide that facility.

Resolution No. 24-1956 amending Section 2.50 of Article VI of the Code of Bylaws was moved for adoption by General Beightler, seconded by Mr. Teagarden, as follows:

Resolution No. 24-1956

"WHEREAS the Commission deems it advisable and proper to amend \$2.50 of article VI of its code of bylaws, heretofore adopted by it, and to make further provision to correlate sick-leave payments with workmen's compensation payments;

"NOW, THEREFORE, BE IT

"RESOLVED that \$2.50 of article VI of the code of bylaws be amended, effective immediately, to read as follows:

" Sec. 2.50 If any employee shall receive Ohio workmen's compensation, pursuant to §4123.56 of the Revised Code, for any period for which said employee is granted sick leave, as hereinabove provided, such employee shall be entitled, for such period, to sick-leave pay only in an amount which equals the difference between his full pay for such period and the amount of such workmen's compensation received for such period. An employee shall be deemed to have used a full day of sick leave for each day for which he shall receive sick-leave pay so computed. ' "

The General Counsel explained that the resolution coordinated sick-leave pay and workmen's compensation pay. She said that as Section 2.50 of Article VI had been originally written there had been a slight ambiguity in it and that the resolution was intended to remove that ambiguity.

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 General Counsel reported that Resolution No. 6-1956 adopted by the Commission provided that in certain instances when contracts which involved outstanding third-party claims were closed out the Commission might, if

certain members of its staff should deem it advisable, accept a bond from the contractor in the amount of 125% of such claims in order to assure the payment of the claims by the contractor and to indemnify the Commission against loss in the event of the non-payment of said claims by the contractor. She reported further that two contracts, C-56&57 and C-58&59, between the Commission and V. N. Holderman & Sons, Inc., in connection with which there had been certain third-party claims outstanding had been closed out recently. She said that certain law suits pertaining to those claims had been filed against the Commission and that contractor as she had more specifically related in her letter to the members under date of April 30, 1956 on the subject: "Bonds: Contracts C-56&57 and C-58&59." The General Counsel said also that, as she had stated in that letter, it had been very difficult to determine with exactitude the amount of the bond to be required of the contractor because the petitions which had been filed had not itemized and segregated the claims as between the Commission and the contractor. She said that a joint legal and engineering study by members of the Commission's staff had evaluated the portion of the claims asserted which should be considered to be the contractor's share of the claims. The General Counsel said that pursuant to that evaluation a bond in the amount of 125% of the portion of the claims allocated to the contractor had been secured from the contractor. She said that the members of the staff of the Commission who had made the study were of the opinion that the bond was adequate and she asked that the action of the staff with respect to securing the bond be ratified.

The General Counsel reported further that she had handed to each of the members before the meeting a report of pending litigation which dealt with each case in which the Commission was then involved. She drew the attention of the members to certain appeals which had been taken by a litigant, one Cooley Ellis of Toledo, Ohio. She said that on April 24, 1956 notice of appeal to the United States Supreme Court had been filed in two appropriation cases. She said that it would appear that the appeal was as of right, inasmuch as it was alleged that there had been a violation of the due process clause and of the Constitution of the United States, specifically the Fifth and Fourteenth Amendments of the Constitution. She said that the appellant had 60 days within which to file his statement of jurisdictional questions in the United States Supreme Court and that after that the Commission would have

30 days within which to file its motion to dismiss or other pleading. She said that the Supreme Court of Ohio had dismissed another appeal filed by the same Ellis against the Turnpike Commission and the City of Toledo. She said also that in the case of Lichter vs. the Ohio Turnpike Commission and the Land Title Guarantee and Trust Company which was pending in the Court of Appeals of Franklin County, Ohio the Commission had filed, on April 5, 1956, a motion to dismiss the appeal as to the Commission members and their sureties. General Counsel reported further that the Commission had also filed an application for an injunction against Russell McKarns in Williams County seeking to prohibit the keeping of pig stys in close proximity to a service plaza and that the defendant had not yet filed an answer.

The Chairman thanked the General Counsel for her report. He asked Henry Crawford of the law firm of Squire, Sanders & Dempsey to present a matter as fiscal counsel he had to bring to the Commission.

Mr. Crawford reported that under the Trust Agreement securing the Ohio Turnpike revenue bonds there was a provision in Section 702 in which the Commission had promised and agreed that upon the opening for traffic of the entire turnpike it would cause a certificate setting forth the date of such opening to be filed with the Ohio National Bank of Columbus, Trustee under the agreement. He said also that he had prepared and submitted a resolution which was responsive to that section of the Trust Agreement and that by its adoption the Commission would determine that the event had occurred and would authorize the Chairman in his discretion to deliver the necessary certificate to the bank. He said that it was his recommendation that that resolution be adopted.

Resolution No. 25-1956 authorizing Chairman to deliver to Trustee a certificate of opening turnpike to traffic was moved for adoption by Mr. Allen, seconded by Mr. Linzell, as follows:

Resolution No. 25-1956

"Resolved that the Ohio Turnpike Commission, pursuant to the provisions of Section 702 of the Trust Agreement between it and The Ohio National Bank of Columbus, as Trustee, et al, dated June 1, 1952, hereby determines and declares that the turnpike project which is the subject matter of said Trust Agreement, and is known as Turnpike Project Number 1, has in its entirety been opened for traffic;

"Resolved further, that the Chairman of this Commission is hereby authorized, empowered and directed to deliver to said Trustee a certificate stating the date upon which opening occurred. "

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.

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

- 1) Unaudited financial reports for period ending March 31, 1956.
- 2) Draft of the minutes of the meeting of April 3, 1956.
- 3) Monthly traffic and revenue report for March 1956.
- 4) Letter with respect to a plan for the prepayment of tolls.
- 5) Cost and budget comparison for the first quarter of 1956.
- 6) Detail of investment transactions during April 1956.

The Assistant Secretary-Treasurer reported further that the spring upturn in traffic had started in March and that traffic over the Easter holiday had been particularly good. He said that April revenues would exceed March revenues and that income from concessionaires should be higher in April.

The Assistant Secretary-Treasurer reported further that on April 19, 1956 an article had appeared in a Columbus paper under a Youngstown dateline reporting an incident of two truck drivers trying to defraud the Ohio Turnpike by swapping tickets. He said that the drivers had been caught by a checking method recently instituted by the toll collectors. He said further that that possibility of fraud had been known to exist even before the turnpike had been opened and that to attempt it required a combination of circumstances which existed only infrequently. He said also that there was a limit beyond which it was

not economical to attempt to prevent fraud. He said that the particular type of fraud dealt with in the article could be overcome by both entrance and exit weighing as was done on the Pennsylvania Turnpike but that to do so would cost over \$9,000 a month in additional equipment rental and that it was extremely doubtful if the additional equipment would return to the Commission any revenue as much as that.

The Assistant Secretary-Treasurer reported further that the budget report for the first quarter of 1956 indicated that actual costs had been about 7% under the budget. He said that even allowing for several items which had been budgeted in the first quarter but for which the actual expenditure had been postponed until later, actual expenses had been controlled within the budget in total. He said that during the last weekend a complete physical inventory had been taken of all maintenance materials, supplies and parts and that it was planned that the regular annual inventory would be taken at that time each year.

The Assistant Secretary-Treasurer reported further that a coupon book for the prepayment of tolls for military vehicles was in use on the Pennsylvania and New Jersey Turnpikes. He said that military installations found the payment of cash onerous, if not impossible. He said that he should like the Commission's advice as to whether he should proceed with developing the coupon book plan. He said that in Pennsylvania such military business had totaled \$10,000 in 1955 and in New Jersey \$3,500 in the first quarter of 1956.

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

Resolution No. 26-1956 extending sympathy to Frank C. Dunbar, Jr. was moved for adoption, in the absence of objection, by Mr. Shocknessy, seconded by Mr. Teagarden, as follows:

Resolution No. 26-1956

"WHEREAS it has been with profound sorrow and deep regret that the Commission has learned of the death of the father of Mr. Frank C. Dunbar, Jr., the Commission's former general counsel and executive director; and

"WHEREAS Mr. Frank C. Dunbar, Sr., devoted his entire life to the high principles of his profession, and earned the utmost respect and commanded the sincere admiration of all who knew him during the more than half century engaged in the practice of law;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission, by the adoption of this resolution, extends its sympathy to Mr. Frank C. Dunbar, Jr., in the death of his father; and

"FURTHER RESOLVED that the assistant secretary-treasurer be, and he hereby is, instructed to transmit a certified copy of this resolution to Mr. Dunbar."

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

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

Nays: None.

The Chairman declared the resolution adopted.

The meeting recessed for lunch at 11:30 a. m.

The meeting resumed at 1:20 p. m. with all members of the Commission present.

The Chairman reported that the Project Manager had reminded him that the month of April had been completed without a single fatality on the turnpike and that there had not been a fatality since March 21, 1956.

Mr. Linzell reported that the reports of the traffic and revenue engineers and of the civil engineers for prospective Ohio Turnpike Project No. 2 had arrived in his office the day before but that he had not had a chance to look at them or to know what their contents were. He said that when he returned to Columbus he and his staff would review the reports to see that they complied with the terms of the agreement made with the two engineering firms after which the reports would be turned over to the Commission for whatever disposition the Commission should choose to make of them.

The Chairman said that if the Director of Highways concluded before the next meeting of the Commission that the reports as delivered to him fulfilled the terms of the agreement he had with the engineers, then if the Director of Highways would forward the Commission the requisite number of copies he would distribute them, as Chairman of the Commission, to the several members and the Commission should

proceed as was discussed that morning so that regardless of the eventualities in the legislation before the Congress of the United States, the Commission would be proceeding with all proper dispatch to husband its duty as it understood it toward providing the needed transportation facility if it could not be provided otherwise.

The Chairman said that at the last meeting it had been concluded by the Commission that its Consulting Engineers, the J. E. Greiner Company, be asked to address itself to an examination of toll schedule with specific reference to classes 6, 7, and 8, and that in the event the Greiner Company believed that any adjustment should be made, the Greiner Company should so recommend to the Commission pursuant to the terms of the indenture. He said further that, accordingly, the Chairman of the Commission had addressed a letter to the J. E. Greiner Company which Mr. E. J. Donnelly, a partner of the J. E. Greiner Company might want to read at that time and to address himself to it.

Mr. Donnelly said that since receiving the letter and the request of the Commission his firm had had several conferences with the traffic engineering firm of Coverdale & Colpitts and had received from the Commission's Comptroller some basic preliminary information which had been used as a basis of analysis by both the firm of Coverdale & Colpitts and his firm to ascertain what, in their respective opinions, should be the scope of such a study. He said further that the two firms had come up with independent conclusions which agreed one with the other. He said also that at that time the firm saw no need for a comprehensive, full-scale traffic study in order to make the recommendations which were needed at that time. He said that by a comprehensive traffic study he meant such things as origin and destination surveys on parallel highways and at a series of interchanges across the turnpike. Mr. Donnelly said further that between them, then, the two firms had agreed that the scope of such a study should consist of an origin and destination study at interchange No. 16, only, on the turnpike, accompanied by analyses of the Commission's own records -- the origin and destination studies that the Comptroller prepared every month -- along with time and distance runs on parallel highways and on the turnpike of trucks and other vehicles, and interviews with some of the major operating companies whose cost data were available and were reliable. He said that the firms were of the opinion that, based upon a study of that nature, they would be in a position to make firm recommendations to the Commission. He said that accordingly the J. E. Greiner Company had asked the firm of Coverdale & Colpitts to submit to it a proposal to perform that work in conjunction with it, and that Coverdale & Colpitts had submitted such a proposal and

that under date of April 27, 1956 he had addressed a letter to the Chairman of the Commission enclosing a copy of that proposal.

The Chairman said that the letter had been received on April 30, 1956 and that all the members had seen it.

Mr. Donnelly then read the following letter addressed to the J. E. Greiner Company and signed by the Chairman of the Commission.

April 5, 1956

"Dear Sirs:

"Confirming the statement made by the Chairman of the Ohio Turnpike Commission with the assent of the other four members during the meeting of the Commission yesterday to your partner, Mr. John J. Jenkins, Jr., so that you may advise and recommend accordingly to us, pursuant to the terms of the Indenture under which the bonds of the Ohio Turnpike Commission were sold, you are requested to make an immediate study of the toll rate established under the Commission's schedule of toll rates for vehicles in Class VI which the Commission has been advised, as you are aware, by the representative of the Ohio Trucking Association serving on the joint committee studying the tolls charged by the Ohio Turnpike Commission, is the one to which the greatest objection is raised. If in your opinion a re-examination of the rate charged for other classes immediately related to Class VI is appropriate when re-examining the rate for Class VI then you are requested to make such a re-examination.

"There is enclosed a copy of the transcript of that portion of the meeting of the Commission on April 3 wherein the restudy of one or more rates of toll for respective classes of vehicles was discussed and requested.

Very truly yours,

James W. Shocknessy
Chairman"

Mr. Donnelly read a letter addressed to the Chairman under date of April 27, 1956 and signed by him as follows:

"Dear Mr. Shocknessy:

"Since receipt of your letter of April 5, 1956, concerning our recommendations for revision of the toll schedule as applicable to the

truck classifications, we have had several conferences with the firm of Coverdale & Colpitts. We requested Coverdale & Colpitts to make an analysis based upon preliminary information furnished us by the Comptroller of the Ohio Turnpike Commission of the scope of the traffic study that would be required in order that we might make the requisite recommendations to the Ohio Turnpike Commission. We, at the same time, conducted our own analysis of the problem. As a result, both the firm of Coverdale & Colpitts and J. E. Greiner Company independently reached the conclusion that a comprehensive traffic study is not warranted at this time and we have agreed upon the scope of work that should be performed.

"Accordingly, we have received a proposal from Coverdale & Colpitts for making such a traffic study, a copy of which is attached. They have agreed to perform the services required for the lump sum of Sixteen Thousand Five Hundred Dollars (\$16,500.00) and have further agreed to complete the work by June 14.

"Since J. E. Greiner Company does not intend to bill the Commission for its costs in connection with this study, we request approval by the Commission of a fee of Sixteen Thousand Five Hundred Dollars (\$16,500.00) for the services pursuant to Paragraph 4 (b) of our Supplemental Agreement with the Ohio Turnpike Commission dated April 12, 1956.

Very truly yours,

J. E. Greiner Company

By E. J. Donnelly."

The Chairman read from the third page of the proposal what he described as a time schedule for completion of the work, as follows:

"We will commence immediately preliminary work on this engagement and to this end we request that you furnish us the set of IBM summary cards covering all interchange-to-interchange movements for vehicle Classes 2 through 9 for the month of March 1956, showing number of trips and toll revenue for the month. We will report to you orally by May 15th to 21st respecting our initial conclusions as to Class 6 toll rates for selected important interchange-to-interchange movements and as to our recommended discount plan. We will report again to you by June 4th regarding our complete toll rate schedule for vehicle Classes 5, 6, and 7. Based on our discussions at this oral report meeting, we will agree upon consistent relationships to be adopted as governing the

toll rate pattern for vehicle Classes 2, 3, 4, 8 and 9 in relation to those established for Classes 5, 6 and 7. Thereafter we will concentrate on the detailed calculations and verifications of the full toll rate schedules, with a view to having them in your hands with our transmittal letter-report by June 14, 1956. After such submission we will plan on attending with you two meetings in Ohio by or before June 28, 1956, and two subsequent meetings which may be held in Ohio, in Baltimore or in New York during July 1956. Our attendance during June and July 1956 at these meetings set forth in this paragraph, if requested by you to do so, will constitute completion of our engagement and conclude the work which we agree to do for the fixed-price sum stated in the following paragraph. We will, of course, be glad to undertake any subsequent work which you may request in relation to this engagement, at additional compensation based on our customary per diem rates plus reimbursement of out-of-pocket expenses. We agree to do the work set forth above in this proposal, subject to the time expiration set forth in the preceding paragraph, for the fixed sum of \$16,500 as our full and complete compensation including fees and expenses. We share unreservedly your belief that the method of approach outlined above is the most businesslike basis on which to proceed toward initial action in this matter and can enable the Commission to make effective the recommended new rates by August 1, 1956 or perhaps even earlier."

The Chairman said that he did not know for what reason the line: "and can enable the Commission to make effective the recommended new rates by August 1, 1956 or perhaps even earlier" had been included. He said that it indicates an assumption that there would be a change in rates. Mr. Donnelly agreed. The Chairman asked Mr. Donnelly how Coverdale & Colpitts had come to that conclusion thus far. The Chairman said that he did not see how the firm could make that a priori determination. He said further that it looked as though the firm knew something that the Commission did not know. Mr. Donnelly said Coverdale & Colpitts knew something that J. E. Greiner Company did not know because J. E. Greiner Company could not make that assumption. The Chairman said that if Coverdale & Colpitts assumed that the Commission necessarily would have new rates or that the firm was going to recommend new rates which the Commission would put into effect in August, 1956, there was nothing he would like more than to know a lot about that right then. He said that if the Commission had to have new rates, he would like to have the new rates available the first of May, 1956 or the first of June, 1956 for the purpose of inducing such traffic as might be induced in the busiest months.

The Chairman read further from the proposal as follows:

"The above toll rate schedules for these three truck classes will be based on the assumption of a moderate uniform discount applicable to all truck users qualifying for charge accounts, with such discount effective above a given dollar volume of business in any one calendar month, and these toll rates and the discount arrangement will be discussed with you at an interim oral report meeting."

Mr. Donnelly said that volume discount was one of the things that the engineering firms would have to discuss with the Commission before June 14, 1956 to determine policy. He said that there would be interim reports that the engineering firms would want to make to the Commission and get its advice as the firms came to several stages of the study concerning policy. He said further that the J. E. Greiner Company had made a recommendation to the Pennsylvania Turnpike Commission a short time before that a volume discount of 10% for gross business in excess of \$2,000 a month be adopted by that Commission. He said further that the theory behind that recommendation was that there would be no discount on the first \$2,000 to cover the accounting cost of keeping the records on a requisition plan and that the discount would be uniform and not graduating as was then the practice of that Commission.

Resolution No. 27-1956 authorizing certain expenditures by the J. E. Greiner Company was moved for adoption by General Beightler, seconded by Mr. Teagarden, as follows:

Resolution No. 27-1956

"WHEREAS, pursuant to paragraph 4 (b) of the supplemental agreement dated April 12, 1956, entered into between the Ohio Turnpike Commission and the J. E. Greiner Company, the said J. E. Greiner Company has requested, in advance, the Commission's approval of an expenditure by it, in the amount of \$16,500, for fees to be paid to certain traffic engineers in connection with the performance of services, required under article V, §501, of the trust agreement dated June 1, 1952, entered into between the Ohio Turnpike Commission and The Ohio National Bank of Columbus, trustee, and The National City Bank of New York, co-trustee, to be rendered by the consulting engineer;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission, having duly and fully considered the written request of the J. E. Greiner Company dated April 27, 1956, for the approval, in advance, of an expenditure, pursuant to paragraph 4 (b) of the supplemental agreement dated April 12, 1956, entered into between

said company and the Commission, in the amount of \$16,500 for fees to be paid certain traffic and revenue engineers in connection with the above-mentioned services to be performed by said J. E. Greiner Company, said expenditure be, and it hereby is, approved; and

"FURTHER RESOLVED that the chairman, acting for and on behalf of the Commission, be, and he hereby is, directed to notify the J. E. Greiner Company, in writing, of said approval."

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 and, pursuant to the direction given in the resolution, thereby advised the J. E. Greiner Company to proceed.

The Acting Executive Director reported that on April 18, 1956 the Chief Engineer, the Assistant Chief Engineer, the Project Manager and he had met with a group of county engineers and county commissioners representing Williams, Fulton, Lucas, Wood, Ottawa, and Sandusky Counties at Bowling Green at the invitation of the counties represented. He said that the purpose of the meeting had been to offer an opportunity to those counties to meet with the Commission's staff and present problems arising out of the construction of the Ohio Turnpike. He said that it had been learned at the conference that the problems consisted mainly of drainage and erosion, mostly in connection with the altered crossroads, none of which appeared to be serious. He said that each county had been requested to set forth in detail the criticisms generally discussed at the meeting and that they had agreed to do so. He said further that upon receipt of the criticisms further discussions would be held and remedial measures determined. He said that the county officials had been requested to take immediate action in the event of any emergency and that generally that plan had been accepted by the counties, and that the purpose of the plan was to minimize the damages that might result, especially from erosion. He said that the Commission had made no agreement to reimburse the counties for the work that would be necessary to be done to correct damage from erosion but that the staff did anticipate that the Commission would share in the cost of the remedial work where slopes had not yet become stabilized. He said that it was possible that the Commission would even do some of the work with its own maintenance forces.

The Acting Executive Director reported further that the change to eastern daylight saving time in areas along a portion of the turnpike had created a number of problems in the operations. He said that signs had been placed above all turnpike clocks stating that the time shown was eastern standard time. He said further that officially the time at the Administration Building would remain eastern standard time but that the hours of certain employees would be adjusted to take care of the general public, which was operating on daylight saving time. He said that the hours of the maintenance forces had been adjusted by having them report to work a half hour earlier than they had the previous week which meant that in the western half of the turnpike they would report a half hour earlier but in the eastern zone would report a half hour later by the eastern daylight saving time clock.

The Acting Executive Director reported further that the Commission's staff was developing in cooperation with the Ohio Trucking Association rules and regulations for the use of the turnpike by truckers' safety patrols. He said that only the final details remained to be resolved and that it was expected to have the patrols on the turnpike soon. He said further that without having solicited any applications the Commission already had 21 applications from trucking companies to place safety patrols on the road.

The Acting Executive Director reported further that in pursuing the question of whether or not minimum speed of vehicles should be controlled under the Commission's rules and regulations he had, on April 9, 1956, directed letters to the Ohio State Safety Council and the State of Ohio Department of Highways. He said also that Director U. C. Felty of the Department of Highway Safety had replied and he quoted from his reply as follows:

"We believe that a supplementation of the rules and regulations should be made to prohibit the use of the turnpike to slow commercial vehicles; however, there will have to be exceptions. Where an overweight or overwidth permit has been issued, then that speed will have to be reduced accordingly to the permit issued."

The Acting Executive Director said further that H. G. J. Hays, Executive Secretary of the Ohio State Safety Council, had expressed his personal views by stating, "I would favor supplementing your rules and regulations to bar vehicles that cannot maintain a minimum speed." He said that a further question as to whether or not the Ohio State Safety Council or the National Safety Council had formally adopted any definite recommendations regarding a minimum speed of vehicles on turnpikes had been directed to Mr. Hays.

The Acting Executive Director reported further that a great deal of consideration had been given to whether or not the toll facilities at the interchange at State Route 8 should be expanded as a result of the overload experienced there on several Sundays in October 1955. He said that the Project Manager had advised him that in cooperation with International Business Machines Corporation he had developed a temporary measure which would alleviate the condition should it arise. He said that the consulting engineers had made studies of that situation also which were still continuing.

The Chairman thanked the Acting Executive Director for his report.

In response to a question from the Chairman Mr. Donnelly said that he would not suggest that the joint committee to study tolls for commercial vehicles be discharged. He suggested that the consulting engineering firms be permitted to meet with that committee. The Chairman directed Mr. Donnelly to discuss with the Assistant Chief Engineer the respective areas that the committee and the consulting engineering firms would work in so that work would not be duplicated.

The Chief Engineer reported that there had been considerable concern among the engineers, the Commission's auditing department and the Commission's legal department about the expeditious processing of certain papers in connection with the Commission's building contracts. He said that those papers had been moving much better with the exception of those concerning Contracts SB 7 and 8 held by Beacon Construction Company. He said further that it had come to the Commission's attention several months previously that the cost for performing certain extra work on those buildings had been considerably higher than the Commission was paying for similar work on other buildings. He said that because the Commission's engineers, the contracting engineer and the consulting engineers had become skeptical of certain charges the contracting engineer had been authorized to employ an auditor to go into the field and audit the books of the subcontractors and prime contractor. He said also that the papers had been held either in the consulting engineer's office or in the contracting engineer's office until the audit should be completed. He said that the audit recently had been completed and that the results had been reviewed by the Commission's auditing department and that it had been concluded that it would be advisable that a conference be held by the contractor, the engineers, the General Counsel, and the Comptroller's office. He said that that conference had been held April 26 and 27, 1956 and that it had been concluded thereat that the Commission would permit the contracting engineer to submit all extra-work orders and change orders on the Beacon Construction Company

contracts through the consulting engineers into the Commission's office and that if the substantiating data was such that the Commission could process those papers it would do so. He said further that there was no doubt that there were going to be some instances in which the Commission would require an additional audit by its own forces.

The Chairman said that he did not think that anything should be delayed just because it could not be approved. He said also that he thought that if it could not be approved it should be disapproved and sent on to the next station but that things should not just be delayed. He said that they did not have to be approved, they could be disapproved but could move on.

Mr. Lehman said that such was the exact procedure that had been agreed upon as a result of the conferences of April 26 and 27.

The Chairman said that he recognized that the situation was a difficult one. He said also that he knew that the extra work orders involved had originated in the extreme pressures that had been applied by the Commission the previous summer and early fall to get the turnpike open on time so that it was not unreasonable to expect differences about the value of work done under great pressure.

The Chief Engineer reported further that reports that a portion of the Ohio Turnpike was settling into a peat bog on construction section C-59 in Williams County had been greatly exaggerated. He said that the condition that had been encountered in that instance was not new to the highway industry. He said that it was the custom to attempt to use the most economical method in constructing a facility over peat bogs and that was exactly what the Commission had attempted to do in that particular instance. He said further that he did not think that there was a soils engineer who was familiar with the situation who would have stated that the Commission would not have any settlement there. The Chief Engineer said that there had been a certain calculated risk that all concerned had admitted. He said that some settlement had been experienced and, in fact, had corrected the situation in September of 1955. He said further that subsequent to that date there had been additional settlement and that the situation was being corrected by the Project Manager but that there might be further settlement. He said that it was the Commission's intent to carry out an additional exploration program to attempt to delineate further the area of peat that was giving trouble and to work out a permanent solution to the problem.

The Chief Engineer reported further that he had had an opportunity to inspect the so-called Raccoon Creek Bridge which had been resurfaced as to the deck with Portland cement concrete and that he could report that the surface was holding up very well and that no difficulties whatsoever were anticipated.

The Chief Engineer reported further that it was his personal belief that lightning had been the cause of ruptures experienced in the pavement and the shoulder at a point along the turnpike east of the Ohio-Indiana line. He said that it would appear that the lightning had struck the shoulder and entered the reinforcing mesh of the slab and had dispersed itself and that when it had hit weak spots it had just popped out small chunks of concrete in about eight places. He said that the Project Manager had handled the situation very well and that traffic had not been impeded whatsoever. He said that permanent corrective measures would be undertaken as soon as conditions would permit. He said further that he understood that the storm which had occurred in that area at about 3:37 a. m. had been one of the worst in twenty-five years. The Project Manager said that a lot of automobile drivers had pulled their vehicles to the side of the road and stopped because of the blinding rain.

The Chairman thanked the Chief Engineer for his report.

The Project Manager introduced the members of his operations department staff and Lt. John L. Bishop, Commander of District 10 of the Ohio State Highway Patrol.

The Comptroller introduced members of his operations accounting staff stationed at the Administration Building.

The Project Manager reported that six large signs measuring 16'x10' had been erected along the turnpike roadways in advance of three interchanges near which were located major motel areas. He said that those interchanges were Maumee-Toledo, Strongsville-Cleveland, and Youngstown. He said that the signs were of rustic brown background with gold letters. He said that folders titled "Shelter for the Night Along the Ohio Turnpike" which had been prepared by the Department of Information and Research had been distributed to toll plazas at the three interchanges named and were available to turnpike patrons on request. He said that the other toll plazas would receive a supply of the folders that day.

The Project Manager reported further that restaurants were one of the most important turnpike auxiliary services and the one which gave

the greatest concern at all times. He said that he had addressed a letter to the Chairman with copies to the members under date of April 26, 1956 setting forth the problem with respect to service, cleanliness, and quality and quantity of food at the restaurants and telling what the Commission's staff had done and what it planned to do in the future to improve the restaurants. He said that a contract had been entered into with the W. O. Wade Laboratories, an independent testing laboratory, to sample and test food at all 16 restaurants. He said that the testing would be done once and on an experimental basis and that if it proved successful he planned to enter into an annual contract for such testing. He said also that he had received certain recommendations from the Chief Sanitary Engineer for the Ohio State Department of Health and that they would receive consideration subsequent to the meeting.

The Project Manager reported further that tables for picnic areas in the service plazas were being constructed by the maintenance forces and would be ready for setting out about May 15. He said that all of the picnic areas would have grass soon and that there were standing trees only in the Fallen Timbers picnic area. He said further that plans for opening the carry-out restaurant facilities were progressing very well.

The Project Manager reported further that the first grievance under the recently adopted grievance procedure had just been received. He said that the toll collectors on the eastern part of the turnpike had asked to have their hours changed to eastern daylight saving time. He said that the hours would be so changed although they would still be stated as eastern standard time.

The Project Manager reported further that erosion control and elimination of pavement depressions were then the major undertaking of the maintenance forces. He said that each foreman was inspecting his section, recording problem areas, estimating the seriousness of the problems, the man-hours required, the equipment hours required, and the material needed, and then scheduling the work. He said that the sections where further damage might be experienced were being corrected immediately. He said further that the division superintendents and the Maintenance Engineer were assisting in evaluating that program and that the Landscape Engineer of the Chief Engineer's office was visiting each of the maintenance foremen to assist them in the treatment of special erosion-control problems and to give them general guidance in routine erosion treatment. He said that some additional help had been employed on a temporary basis and that some maintenance people were working overtime in order to handle the serious problems without further delay.

He said that where equipment was not available to do the job, the needed equipment had been rented in order to expedite the work. He said that some items of equipment had been borrowed from the Department of Highways. The Project Manager reported further that some of the work already completed had been lost in the severe storm of the previous Sunday. He said that at milepost 50 in the western part of the state two concrete gutters had been washed out for the second time causing the loss of approximately 150 man-hours of work. He said that as a result of the silty-sand foundation in that area the water at times got underneath and tore it out. He said that at the Wauseon Interchange there had been many washouts in the sandy fill, some of them cutting back into the shoulder. He said that at milepost 33 water had caused the washing out of a section of bituminous pavement about 3'x4' in size on a public road and that the water had then gone down underneath the abutment of a turnpike bridge and had washed out the silty sand underneath the abutment exposing the piles. He said that corrective treatment in those instances had been started the following morning.

The Project Manager reported further that with respect to bumps or depressions on the Ohio Turnpike there were seven locations scheduled for corrective action at the appropriate time in order to maintain a smooth riding surface. He said that at 19 additional locations where there were depressions in the shoulder observation was being maintained.

The Project Manager reported that in the service areas pavement areas that had been giving trouble were being repaired. He said that it must be understood that considerable maintenance had been anticipated there due to the stage construction of those pavement areas as well as the stage construction of the access drives to the service plazas. He said that at that time they were in good passable condition.

The Project Manager reported further that approximately 1,200 lead-in signs had been installed on state highways leading to the Ohio Turnpike and that there were plans for the installation of approximately an additional thousand in order adequately to cover the lead-in program. He said also that signs announcing approach to the city of Akron had recently been fabricated in the turnpike sign shop and had been erected by the maintenance forces along the turnpike roadways. He said further that it was proposed to supplement the signs at the Maumee-Toledo Interchange in order to identify the connecting state highway as Bypass Route U. S. 23, 24, 25, as well as Route U. S. 20.

The Project Manager reported that at the Akron Interchange there three toll lanes, one equipped for exit, one equipped for entrance, and one equipped for either entrance or exit. He said that the two exit lanes had not been sufficient to handle all the traffic during some of the peak

Sundays in October 1955 but that since that time there had not been any appreciable back-up of traffic. He said that with the coming of the heavy traffic volume season it was anticipated that there might be some back-up of traffic there unless some temporary provisions were made to take care of the additional traffic. He said that International Business Machines Corporation had recommended that the Commission purchase used equipment from it consisting of a time stamp, a remote recorder, and wiring-in so that the existing equipment could be disconnected in the entrance lane and the recommended equipment be put into operation to permit the use of that lane as an exit lane, thus providing three exit lanes at the plaza. He said that the recommended equipment would cost approximately \$1,250. He said that if the equipment should be installed or if the entrance lane should be used as an exit lane, it was planned to use the runaround drive in back of the utility building for entering traffic and to use what was referred to as "breakdown tickets" which he described as prepunched tickets. He said that during peak-volume periods the traffic was primarily of passenger automobiles and that there would be no loss in revenue.

The Chairman thanked the Project Manager for his report.

The Director of Information and Research thanked the Chairman and the members of the Commission for their very kind words on behalf of himself and the members of his department. He reported that with respect to the work of the so-called labor committee, the salary increases for toll collection and maintenance forces had been placed in effect in all cases in which they had been justified, and that the Project Manager had informed him that the average 40-week for toll collectors was being placed in effect that week.

The Director of Information and Research reported further that three weeks previously his department had put a man on the road to call on motor carriers and on industries which operated trucks in large numbers. He said that in the beginning it was the plan to concentrate on cities where motor carriers had their headquarters in the belief that that was where the best return could be obtained quickest. He said that later it was expected to pay more attention to the larger private carriers. He said that the man doing the work was Paul C. Rief, who for 13 years had been the terminal manager for two large motor carriers in Toledo, Ohio but had had to leave that work on doctor's orders. He said also that Rief had had six months' experience in the Commission's toll collections forces so that he knew both the trucking industry and turnpike operations. He said that Mr. Rief was experiencing courteous and friendly reception and was hearing quite a bit about rates for commercial vehicles. He said that the carriers were suggesting to Rief the possibility of such innovations as tire banks on the turnpike, special handling of charge tickets in certain respects, the showing of the number

of axles on their charge toll tickets for use in connection with axle-tax payments. He said that the motor carriers appeared glad to see a representative of the Commission and expressed themselves as feeling that the Commission should have somebody out calling on the carriers.

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

Resolution No. 28-1956 amending section 8.20 of Article V of the Code of Bylaws with respect to the duties and authority of Project Managers was moved for adoption by Mr. Teagarden, seconded by Mr. Allen, as follows:

Resolution No. 28-1956

"WHEREAS the Commission has heretofore adopted a code of bylaws which, among other things, sets forth the duties, responsibilities, and authority of the various administrative officers of the Commission; and

"WHEREAS the Commission deems it advisable and proper to amend its code of bylaws so that project managers be authorized and empowered to make certain necessary purchases of goods and services;

"NOW, THEREFORE, BE IT

"RESOLVED that §8.20 of article V of the Commission's code of bylaws be, and it hereby is, amended, effective immediately, to read as follows:

"Sec. 8.20 Project Managers. Each project manager shall be responsible for the maintenance and operation of the turnpike project to which he is assigned. He shall report and be answerable to the director of operations. In order to discharge his duties hereunder he shall have authority to enter into contracts, from time to time, for and on behalf of the commission, for the rendition of such services and for the purchase of such equipment and supplies as are needed for the maintenance and operation of the turnpike project to which he is assigned; provided, however, that he shall not enter into any contract for services to be performed, nor shall he make any purchase, or enter into any contract to purchase, which involves the expenditure of more than \$1,000.00, and provided further, that the exercise of such authority shall be subject to such restrictions or conditions as may be prescribed from time to time by the executive director, and subject also to such conditions as may be prescribed from time to time by the comptroller. "

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.

Resolution No. 29-1956 ratifying actions of administrative officers was moved for adoption by Mr. Teagarden, seconded by General Beightler, as follows:

Resolution No. 29-1956

"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 on April 3, 1956, and the director of information and research has fully advised the members of the Commission with respect to his official actions taken since January 18, 1955, and the Commission has duly reviewed and considered the same;

"NOW, THEREFORE, BE IT

"RESOLVED that all official actions taken by the respective aforesaid administrative officers of the Commission on its behalf since the dates hereinabove respectively set forth, 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, Beightler, Allen, Linzell, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

There being no further business to come before the meeting, 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:

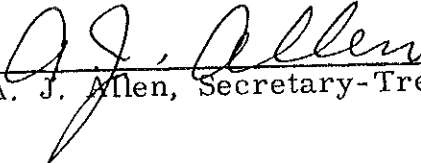
Ayes: Linzell, Beightler, Allen, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned.

The time of adjournment was 3:00 p. m.

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


A. J. Allen, Secretary-Treasurer.