

# ENROLLMENT(S)

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**ENROLLED ORIGINAL**

AN ACT  
D.C. ACT 11-179

*Codification  
District of  
Columbia  
Code  
1996 Supp.*

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

DECEMBER 19, 1995

To authorize the Mayor, on behalf of the District of Columbia, to execute, with the State of Maryland and the Commonwealth of Virginia, the Woodrow Wilson Bridge and Tunnel Compact ("Compact"), which would create the National Capital Region Woodrow Wilson Bridge and Tunnel Authority ("Authority") for the purposes of carrying out all duties associated with the transfer of ownership to the Authority of the existing Woodrow Wilson Memorial Bridge as well as of owning, constructing, maintaining, and operating a new bridge or a tunnel across the Potomac River, and would authorize the Authority to exercise various powers, including authority to issue revenue bonds and collect tolls; and to establish certain parts of the Compact as part of the law of the District of Columbia.

*New  
Subchapter  
VII,  
Chapter 24,  
Title 1*

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Woodrow Wilson Bridge and Tunnel Compact Authorization Act of 1995".

Sec. 2. The Mayor is hereby authorized to execute, on behalf of the District of Columbia, the Woodrow Wilson Bridge and Tunnel Compact ("Compact") with the Commonwealth of Virginia and the State of Maryland, which Compact shall be as it appears in section 4.

*New Section  
1-2481*

Sec. 3. Preamble.

*New Section  
1-2482*

(1) Whereas, traffic congestion imposes serious economic burdens in the Washington, D.C., metropolitan area, costing commuters an estimated \$1,000 each per year.

(2) Whereas, the average length of commute in the Washington, D.C., metropolitan area is second only to metropolitan New York, demonstrating the severity of traffic congestion.

(3) Whereas, the Woodrow Wilson Memorial Bridge was designed to carry 70,000 vehicles per day, but carries an actual load of 160,000 vehicles per day.

**ENROLLED ORIGINAL**

(4) Whereas, the volume of traffic in the metropolitan Washington, D.C., area is expected to increase by more than 70% between 1990 and 2020.

(5) Whereas, the deterioration of the Woodrow Wilson Memorial Bridge and the growing population in the metropolitan Washington, D.C., area account for a large part of traffic congestion, and identifying alternatives to this vital link in the interstate highway system and the Northeast corridor is critical to addressing the area's traffic congestion.

(6) Whereas, the Woodrow Wilson Memorial Bridge is the only drawbridge on the regional interstate network, the only piece of the Capital Beltway with only 6 lanes, and the only segment with a remaining life span of only 10 years.

(7) Whereas, the existing Woodrow Wilson Memorial Bridge is the only part of the interstate system owned by the federal government, and, while the District of Columbia, Maryland, and Virginia maintain and operate the bridge, no entity has ever been granted full and clear responsibility for all aspects of this facility.

(8) Whereas, continued federal government ownership of the Woodrow Wilson Memorial Bridge will impede cohesive regional transportation planning as it relates to identifying alternative solutions for resolving problems of the existing Woodrow Wilson Memorial Bridge.

(9) Whereas, any change in the status of the Woodrow Wilson Memorial Bridge must take into account the interest of nearby communities, the commuting public, and other interested groups, as well as the interest of the federal government and the state and local governments involved.

(10) Whereas, in recognition of a need for a limited federal role in the management of this bridge and the growing local interest, the U.S. Secretary of Transportation has recommended a transfer of authority and ownership from the federal to the local and state level, consistent with the management of other bridges elsewhere in the nation.

(11) Whereas, a commission comprised of congressional, state, and local officials and transportation representatives has recommended transfer of the Woodrow Wilson Memorial Bridge to an independent authority to be created by the State of Maryland, the Commonwealth of Virginia, and the District of Columbia.

(12) Whereas, a coordinated approach without regard to political and legal jurisdictional boundaries, through the cooperation of the State of Maryland, the Commonwealth of Virginia, and the District of Columbia by and through a common agency similar to other Washington, D.C., area authorities, is a proper and necessary step looking toward the alleviation of traffic problems related to the inadequacy of the existing Woodrow Wilson Memorial Bridge.

Sec. 4. The Compact referred to in section 2 shall be as follows:

"Now, therefore, the District of Columbia, Commonwealth of Virginia, and State of Maryland, hereinafter referred to as "the signatories," do hereby covenant and agree as follows:

New Section  
1-2483

**ENROLLED ORIGINAL**

**"WOODROW WILSON BRIDGE AND TUNNEL COMPACT**

**"TITLE I**

**"General Provisions**

**"Article I**

"There is hereby created the National Capital Region Woodrow Wilson Bridge and Tunnel Authority, hereinafter referred to as the "Authority", which shall embrace the District of Columbia, the cities of Alexandria, Fairfax, and Falls Church, the counties of Arlington and Fairfax, and the political subdivisions of the Commonwealth of Virginia located within those counties, and the counties of Montgomery and Prince Georges in the State of Maryland and the political subdivisions of the State of Maryland located within those counties.

**"Article II**

"The Authority shall be an instrumentality and common agency of the District of Columbia, the Commonwealth of Virginia, and the State of Maryland and shall have the powers and duties set forth in this Compact and such additional powers and duties as may be conferred upon it by subsequent action of the governing authorities of the District of Columbia, the Commonwealth of Virginia, and the State of Maryland.

**"Article III**

"1. The Authority shall be governed by a Board of 13 members appointed as follows:

"(a) Four members shall be appointed by, and serve at the pleasure of, the Governor of the Commonwealth of Virginia;

"(b) Four members shall be appointed by, and serve at the pleasure of, the Governor of the State of Maryland, with the advice and consent of the Senate of Maryland;

"(c) Four members shall be appointed by, and serve at the pleasure of, the Mayor of the District of Columbia, with the advice and consent of the Council of the District of Columbia; and

"(d) One member shall be appointed by the U.S. Secretary of Transportation.

"2. Members, other than members who are elected officials, shall have backgrounds in finance, construction lending, and infrastructure policy disciplines. One member each from the District of Columbia, the Commonwealth of Virginia, and the State of Maryland shall be an incumbent elected official. No other member shall hold elective or appointive public office.

"3. (a) No Board member, officer, or employee shall:

"(1) Be financially interested, either directly or indirectly, in any contract, sale, purchase, lease, or transfer of real or personal property to which the Board or the Authority is a party;

## ENROLLED ORIGINAL

"(2) In connection with services performed within the scope of his or her official duties, solicit or accept money or any other thing of value in addition to the compensation or expenses paid to him or her by the Authority; or

"(3) Offer money or any other thing of value for, or in consideration of, obtaining an appointment, promotion, or privilege in his or her employment with the Authority.

"(b) Any Board member, officer, or employee who shall willfully violate any provision of this section shall, in the discretion of the Board, forfeit his or her office or employment.

"(c) Any contract or agreement made in contravention of this section may be declared void by the Board.

"(d) Nothing in section 3 of this article shall be construed to abrogate or limit the applicability of any federal, state, or District of Columbia law which may be violated by any action proscribed by this section.

"4. The Chairperson of the Authority shall be elected biennially by its members.

"5. The members also may elect biennially a secretary and a treasurer, or a secretary-treasurer, who may be members of the Authority, and prescribe their duties and powers.

"6. Each member shall serve a 6-year term, except that each signatory shall make its initial appointments as follows:

"(a) Two members shall each be appointed for a 6-year term;

"(b) One member shall be appointed for a 4-year term; and

"(c) One member shall be appointed for a 2-year term.

"7. The failure of a signatory or the U.S. Secretary of Transportation to appoint one or more members shall not impair the Authority's creation or preclude the Authority from functioning when vacancies occur, except that the minimum number of members required at any time for the Authority to function shall be seven.

"8. Any person appointed to fill a vacancy shall serve for the unexpired term. No member of the Authority shall serve for more than two terms.

"9. The members of the Authority, including nonvoting members, if any, shall not be personally liable for any act done, or action taken, in their capacities as members of the Authority, nor shall they be personally liable for any bond, note, or other evidence of indebtedness issued by the Authority. Except as provided in this Compact, only the Authority shall be liable for its contracts and for its torts and those of its agents, members, and employees. Nothing in this Compact shall be construed as a waiver by the District of Columbia, the Commonwealth of Virginia, or the State of Maryland of immunity from suit.

"10. Seven members shall constitute a quorum, with the following exceptions:

"(a) Eight affirmative votes shall be required to approve bond issues and the annual budget of the Authority;

"(b) Two affirmative votes by members from the affected signatory shall be required to approve operations or matters solely intrastate or solely within the District of Columbia; and

"(c) Any sole source procurement of property, services, or construction in excess of \$100,000 shall require the prior approval of a majority of the members.

## ENROLLED ORIGINAL

"11. Members shall serve without compensation and shall reside in the metropolitan Washington, D.C., area. Members shall be entitled to reimbursement for their expenses incurred in attending the meetings of the Authority and while otherwise engaged in the discharge of their duties as members of the Authority.

"12. The Authority may employ such engineering, technical, legal, clerical, and other personnel on a regular, part-time, or consulting basis as in its judgment may be necessary for the discharge of its duties. The Authority shall not be bound by any statute or regulation of any signatory in the employment or discharge of any officer or employee of the Authority, except as may be contained in this compact.

"13. The Authority may fix and provide for the qualification, appointment, removal, term, tenure, compensation, pension, and retirement rights of its officers and employees without regard to the laws of any of the signatories, and may establish, in its discretion, a personnel system based on merit and fitness and, subject to eligibility, participate in the pension and retirement plans of any signatory, or political subdivision or agency thereof, upon terms and conditions mutually acceptable.

"14. The Authority shall establish its office for the conduct of its affairs at a location to be determined by the Authority and shall publish rules and regulations governing the conduct of its operations.

"15. The Authority shall adopt procedures that are not in conflict with the applicable federal law on administrative procedures, open meetings, and public information.

### "Article IV

"16. Nothing herein shall be construed:

(a) To amend, alter, or in any way affect the power of the signatories and the political subdivisions thereof to levy and collect taxes on property or income or to levy, assess, and collect franchise or other similar taxes or fees for the licensing of vehicles and the operation thereof; or

(b) To confer any exemption from taxes related to the sale of any material, equipment, or supplies purchased by or on behalf of the Authority.

### "Article V

"17. This Compact shall be adopted by all the signatories in a manner provided by law therefor and shall be signed and sealed in four duplicate original copies. One such copy shall be filed with the Secretary of State of the State of Maryland, the Secretary of the Commonwealth of Virginia, and the Secretary of the District of Columbia in accordance with the laws of each. One copy shall be filed and retained in the archives of the Authority upon its organization. This Compact shall become effective 90 days after the enactment of concurring legislation by, or on behalf of, the District of Columbia, Maryland, and Virginia, and consent thereto by the Congress of the United States and when all other acts or actions have been taken, including the signing and

## ENROLLED ORIGINAL

execution of the Title by the Governors of Maryland and Virginia and the Mayor of the District of Columbia.

### "Article VI

"18. Any signatory may withdraw from the Compact upon one year's written notice to that effect to the other signatories. In the event of a withdrawal of one of the signatories from the Compact, the Compact shall be terminated; provided, however, that no revenue bonds, notes, or other evidence of obligation issued pursuant to Article VI of Title II or any other financial obligations of the Authority remain outstanding and that the withdrawing signatory has made a full accounting of its financial obligations, if any, to the Authority and the other signatories.

"19. Upon the termination of this Compact, the jurisdiction over the matters and persons covered by this Compact shall revert to the signatories and the federal government, as their interests may appear.

### "Article VII

"20. Each of the signatories pledges to each of the other signatory parties faithful cooperation in the solution and control of transit and traffic problems with the Woodrow Wilson Memorial Bridge and, in order to effect such purposes, agrees to consider in good faith and request any necessary legislation to achieve the objectives of the Compact to the mutual benefit of the citizens living within the Washington, D.C., metropolitan area and for the advancement of the interests of the signatories hereto.

### "Article VIII

"21. The Authority shall not undertake the ownership of the existing Woodrow Wilson Memorial Bridge, or any duties or responsibilities associated herewith, until the Governors of Maryland and Virginia and the Mayor of the District of Columbia have entered into an agreement with the U.S. Secretary of Transportation establishing the federal share of the cost of a new Woodrow Wilson bridge or tunnel. Such federal funds shall be in addition to, and shall not diminish, the federal transportation funding allocated to the District of Columbia, the Commonwealth of Virginia, and the State of Maryland. Upon all parties' approval of this agreement, the Authority shall have sole responsibility for duties concerning ownership, construction, operation, and maintenance of the project, as hereinafter defined.

### "Article IX

"22. If any part or provision of this Compact or the application thereof to any person or

## ENROLLED ORIGINAL

circumstances be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Compact or the application thereof to other persons or circumstances, and the signatories hereby declare that they would have entered into this Compact or the remainder thereof had the invalidity of such provision or application thereof been apparent.

"23. This Compact shall be liberally construed to effectuate the purposes for which it is created.

"24. The United States District Courts shall have original jurisdiction, concurrent with the courts of the District of Columbia, Maryland, and Virginia, of all actions brought by or against the Authority. Any such action shall be removable to the appropriate United States District Court in the manner provided by 28 U.S.C. 1446.

### "TITLE II

#### "Woodrow Wilson Memorial Bridge and Tunnel Revenue Bond Act

#### "Article I

#### "Definitions

"25. As used in this act, the following words shall have the following meanings:

"(a) "Cost," as applied to the project defined in this article, means the cost of acquisition of all lands, structures, rights-of-way, franchises, easements and other property rights and interests; the cost of lease payments; the cost of construction; the cost of demolishing, removing, or relocating any buildings or structures on lands acquired, including the cost of acquiring any lands to which such buildings or structures may be moved, relocated, or reconstructed; the cost to relocate residents or businesses from properties acquired for the project; the cost of any extensions, enlargements, additions, and improvements; the cost of all labor, materials, machinery and equipment, financing charges, and interest on all bonds prior to and during construction and, if deemed advisable by the Authority, of such construction; the cost of engineering, financial and legal services, plans, specifications, studies, surveys, estimates of cost and of revenues, and other expenses necessary or incident to determining the feasibility or practicability of constructing the project, administrative expenses, provisions for working capital, and reserves for interest and for extensions, enlargements, additions, and improvements; the cost of bond insurance and other devices designed to enhance the credit worthiness of the bonds; and such other expenses as may be necessary or incidental to the construction of the project, the financing of such construction, and the planning of the project in operation.

"(b) "Owner" shall include all persons as defined in section 2(5) of the General Legislative Procedures Act of 1975, effective September 23, 1975 (D.C. Law 1-17; D.C. Code § 1-230(5)), having any interest or title in property, rights, franchises, easements, and interests authorized to be acquired by this act.



**ENROLLED ORIGINAL**

"(c) "Project" means the existing Woodrow Wilson Memorial Bridge and a new bridge or tunnel, or a bridge and tunnel project adjacent to the existing Woodrow Wilson Memorial Bridge and associated rail transit facilities, including any necessary work on highways directly connected to the existing Woodrow Wilson Memorial Bridge, to a new bridge or tunnel; administration, storage, and other buildings and facilities which the Authority may deem necessary for the operation of such project; and all property, rights, franchises, easements, and interests which may be acquired by the Authority for the construction or the operation of such project. Such project shall be substantially the same as that recommended by the Woodrow Wilson Bridge Improvement Study Coordination Committee established in 1992 by the Federal Highway Administration, and as included in the adopted Long Range Plan and Transportation Improvement Program of the National Capitol Region Transportation Planning Board.

**"Article II**

**"Bonds Not to Constitute a Debt or Pledge of Taxing Power**

"26. Revenue bonds, notes, or other evidence of obligation issued under the provisions of this act shall not be deemed to constitute a debt or a pledge of the faith and credit of the Authority or of any signatory government or political subdivision thereof, but such bonds, notes, or other evidence of obligation shall be payable solely from the funds herein provided therefor from tolls and other revenues. The issuance of revenue bonds, notes, or other evidence of obligation, under the provisions of this act, shall not directly, indirectly, or contingently obligate the Authority, or any signatory government or political subdivision thereof, to levy or to pledge any form of taxation whatever therefor. All such revenue bonds, notes, or other evidence of obligation shall contain a statement on their face substantially to the foregoing effect.

**"Article III**

**"Additional Powers of the Authority**

"27. Without in any manner limiting or restricting the powers heretofore given to the Authority, the Authority is hereby authorized and empowered:

"(a) To establish, finance, construct, maintain, repair, and operate the project;

"(b) Subject to the approval of the Governors of Maryland and Virginia and the Mayor of the District of Columbia of the agreement referred to in Article VIII of Title I, to assume full rights of ownership of the existing Woodrow Wilson Memorial Bridge;

"(c) Subject to the approval of the Governors of Maryland and Virginia and the Mayor of the District of Columbia, and in accordance with the recommendations of the Woodrow Wilson Bridge Improvement Study Coordination Committee, to determine the location, character, size, and capacity of the project; to establish, limit, and control such points of ingress to and egress from the project as may be necessary or desirable in the judgment of the Authority to ensure the proper operation and maintenance of the project; and to prohibit entrance to such project from any point or points not so designated;

## ENROLLED ORIGINAL

"(d) To secure all necessary federal, state, and local authorizations, permits, and approvals for the construction, maintenance, repair, and operation of the project;

"(e) To adopt and amend bylaws for the regulation of its affairs and the conduct of its business;

"(f) To adopt and amend rules and regulations to carry out the powers granted by this article;

"(g) To acquire, by purchase or condemnation, in the name of the Authority, and to hold and dispose of, real and personal property for the corporate purposes of the Authority;

"(h) To acquire full information to enable it to establish, construct, maintain, repair, and operate the project;

"(i) To employ consulting engineers, a superintendent or manager of the project, and such other engineering, architectural, construction and accounting experts, and inspectors, attorneys, and such other employees as may be deemed necessary, and within the limitations prescribed in this Compact, and to prescribe their powers and duties and to fix their compensation;

"(j) To pay, from any available moneys, the cost of plans, specifications, surveys, estimates of cost and revenues, legal fees, and other expenses necessary or incident to determining the feasibility or practicability of financing, constructing, maintaining, repairing, and operating the project;

"(k) To issue revenue bonds, notes, or other evidence of obligation of the Authority, for any of its corporate purposes, payable solely from the tolls and revenues pledged for their payment, and to refund its bonds, all as provided in this Compact;

"(l) To fix and revise from time to time and to charge and collect tolls and other charges for the use of the project;

"(m) To make and enter into all contracts or agreements, as the Authority may determine, which are necessary or incidental to the performance of its duties and to the execution of the powers granted under this Compact;

"(n) To accept loans and grants of money, materials, or property at any time from the United States of America, the Commonwealth of Virginia, the State of Maryland, the District of Columbia, or any agency or instrumentality thereof;

"(o) To adopt an official seal and alter the same at its pleasure;

"(p) Subject to Article III, Section 9 of Title I of this Compact, to sue and be sued, plead and be impleaded, all in the name of the Authority;

"(q) To exercise any power usually possessed by private corporations performing similar functions, including the right to expend, solely from funds provided under the authority of this Compact, such funds as may be considered by the Authority to be advisable or necessary in advertising its facilities and services to the traveling public; and

"(r) To do all acts and things necessary or incidental to the performance of its duties and the execution of its powers under this Compact.

## ENROLLED ORIGINAL

### "Article IV "Acquisition of Property

"28. The Authority is hereby authorized and empowered to acquire by purchase, whenever it shall deem such purchase expedient, solely from funds provided under the authority of this Compact, such lands, structures, rights-of-way, property, rights, franchises, easements, and other interest in lands, including lands lying under water and riparian rights, which are located within the jurisdictions of the Washington, D.C., metropolitan area, as described in Article I of Title I of this Compact, as it may deem necessary or convenient for the construction and operation of the project, upon such terms and at such prices as may be considered by it to be reasonable and can be agreed upon between it and the owner thereof; and to take title thereto in the name of the Authority.

"29. All counties, cities, towns, and other political subdivisions and all public agencies and authorities of the signatories, notwithstanding any contrary provision of law, are hereby authorized and empowered to lease, lend, grant, or convey to the Authority at the Authority's request, upon such terms and conditions as the proper authorities of such counties, cities, towns, political subdivisions, agencies, or authorities may deem reasonable and fair and without the necessity for any advertisement, order of court or other action or formality, other than the regular and formal action of the authorities concerned, any real property which may be necessary or convenient to the effectuation of the authorized purposes of the Authority, including public roads and other real property already devoted to public use.

"30. Whenever a reasonable price cannot be agreed upon, or whenever the owner is legally incapacitated or is absent, unknown, or unable to convey valid title, the Authority is hereby authorized and empowered to acquire by condemnation or by the exercise of the power of eminent domain any lands, property, rights, rights-of-way, franchises, easements, and other property deemed necessary or convenient for the construction or the efficient operation of the project or necessary in the restoration of public or private property damaged or destroyed.

"31. Whenever the Authority acquires property under Article IV of this Title, it shall comply with the applicable federal law relating to relocation and relocation assistance. If there is no applicable federal law, the Authority shall comply with the applicable provision of state or District of Columbia law in which the property is located.

### "Procurement

"32. Except as provided in sections 33, 34, and 37, and except in the case of procurement procedures otherwise expressly authorized by federal statute, the Authority, in conducting a procurement of property, services, and construction, shall:

"(a) Obtain full and open competition through the use of competitive procedures in accordance with the requirements of this section; and

"(b) Use the competitive procedure or combination of competitive procedures that is best suited under the circumstances of the procurement. In determining the competitive procedure

**ENROLLED ORIGINAL**

appropriate under the circumstances, the Authority shall:

"(1) Solicit sealed bids if:

                                  "(A) Time permits the solicitation, submission, and evaluation of sealed bids;

                                  "(B) The award will be made on the basis of price and other price-related factors;

                                  "(C) It is not necessary to conduct discussions with the responding sources about their bids; and

                                  "(D) There is a reasonable expectation of receiving more than one sealed bid; or

                                  "(2) Request competitive proposals if sealed bids are not appropriate under paragraph (1) of this subsection.

"33. The Authority may provide for the procurement of property, services, or construction covered by this article using competitive procedures but excluding a particular source in order to establish or maintain an alternative source or sources of supply for that property, service, or construction if the Authority determines that excluding the source would increase or maintain competition and would likely result in reduced overall costs for procurement of property, services, and construction.

"34. The Authority may use procedures other than competitive procedures if:

                                  "(a) The property, services, or construction needed by the Authority are available from only one responsible source and no other type of property, services, or construction will satisfy the needs of the Authority;

                                  "(b) The Authority's need for the property, services, or construction is of such an unusual and compelling urgency that the Authority would be seriously injured unless the Authority limits the number of sources from which it solicits bids or proposals;

                                  "(c) The Authority determines that it is necessary in the public interest to use procedures other than competitive procedures in the particular procurement; or

                                  "(d) The property or services needed can be obtained through federal or other sources at reasonable prices.

"35. For the purposes of applying section 34(a):

                                  "(a) In the case of a contract for property, services, or construction to be awarded on the basis of acceptance of an unsolicited proposal, the property, services, or construction shall be deemed to be available from only one responsible source if the source has submitted an unsolicited proposal that demonstrates a concept:

  "(1) That is unique and innovative or, in the case of a service, for which the source demonstrates a unique capability to provide the service; and

  "(2) The substance of which is not otherwise available to the Authority and does not resemble the substance of a pending competitive procurement; or

                                  "(b) In the case of a follow-on contract for the continued development or production of a

## ENROLLED ORIGINAL

major system or highly specialized equipment or the continued provision of highly specialized services, the property, services, or construction may be deemed to be available from only the original source and may be procured through procedures other than competitive procedures if it

is likely that award to a source other than the original source would result in:

"(1) Substantial duplication of cost to the Authority that is not expected to be recovered through competition; or

"(2) Unacceptable delays in fulfilling the Authority's needs.

"36. If the Authority uses procedures other than the competitive procedures to procure property, services, or construction under section 34(b), the Authority shall request offers from as many potential sources as is practicable under the circumstances.

"37. (a) To promote efficiency and economy in contracting, the Authority may use simplified acquisition procedures for purchases of property, services, or construction.

"(b) For the purposes of this section, simplified acquisition procedures may be used for purchases for an amount that does not exceed the simplified acquisition threshold adopted by the federal government.

"(c) A proposed purchase or contract for an amount above the simplified acquisition threshold may not be divided into several purchases or contracts for lesser amounts in order to use the procedures under subsection (a) of this section.

"(d) In using simplified acquisition procedures, the Authority shall promote competition to the maximum extent practicable.

"38. The Board shall adopt policies and procedures to implement sections 32-37 of this Article. The policies and procedures shall provide for publication of notice of procurements and other actions designed to secure competition where competitive procedures are used.

"39. The Authority, in its discretion, may reject any and all bids or proposals received in response to a solicitation.

### "Article V

#### "Incidental Powers

"40. The Authority shall have power to construct grade separations at intersections of the project with public highways and to change and adjust the lines and grades of such highways so as to accommodate the same to the design of such grade separation. The cost of such grade separations, and any damage incurred in changing and adjusting the lines and grades of such highways, shall be ascertained and paid by the Authority as a part of the cost of the project. If the Authority shall find it necessary to change the location of any portion of any public highway, it shall cause the same to be reconstructed at such location as the Authority shall deem most favorable and of substantially the same type and in as good condition as the original highway. The cost of such reconstruction and any damage incurred in changing the location of any such highway shall be ascertained and paid by the Authority as a part of the cost of the project.

## ENROLLED ORIGINAL

"41. Subject to the approval by the highest ranking official of the jurisdiction in which the work is to take place, as the case may be, the Mayor of the District of Columbia, Governor of Maryland, or Governor of Virginia, any public highway affected by the construction of the project may be vacated or relocated by the Authority in the manner now provided by law for the

vacation or relocation of public roads, and any damages awarded on account thereof shall be paid by the Authority as a part of the cost of the project.

"42. In addition to the foregoing powers, the Authority and its authorized agents and employees may enter upon any lands, waters, and premises in the District of Columbia, Commonwealth of Virginia, and State of Maryland for the purpose of making surveys, soundings, drillings, and examinations as they may deem necessary or convenient for the purposes of this Compact, and such entry shall not be deemed a trespass, nor shall an entry for such purposes be deemed an entry under any condemnation proceedings which may be then pending. The Authority shall make reimbursement for any actual damage resulting to such lands, waters, and premises as a result of such activities.

"43. The Authority shall also have power to make reasonable regulations for the installation, construction, maintenance, repair, renewal, relocation, and removal of tracks, pipes, mains, conduits, cables, wires, towers, poles, and other equipment and appliances (herein called "public utility facilities") of any public utility in, on, along, over, or under the project. Whenever the Authority shall determine that it is necessary that any such public utility facilities which now are, or hereafter may be, located in, on, along, over, or under the project should be relocated in the project, or should be removed from the project, the public utility owning or operating such facilities shall relocate or remove the same in accordance with the order of the Authority, provided that the cost and expenses of such relocation or removal, including the cost of installing such facilities in a new location or new locations, and the cost of any lands, or any rights or interests in lands, and any other rights, acquired to accomplish such relocation or removal, shall be ascertained and paid by the Authority as a part of the cost of the project. In case of any such relocation or removal of facilities, the public utility owning or operating the same, its successors or assigns, may maintain and operate such facilities, with the necessary appurtenances, in the new location or new locations, for as long a period, and upon the same terms and conditions, as it had the right to maintain and operate such facilities in their former location or locations.

"44. The Authority may use all lands owned by the District of Columbia, Commonwealth of Virginia, and State of Maryland, including lands lying under water, which are necessary for the construction or operation of the project subject to approval of the highest-ranking official of the affected jurisdiction.

### "Article VI "Revenue Bonds

"45. The Authority is hereby authorized to provide by resolution, at one time or from time to time, for the issuance of revenue bonds, notes, or other evidence of obligation of the

## ENROLLED ORIGINAL

Authority to pay all or a part of the cost of all or a part of the project.

### "Article VII "Trust Indenture

"46. In the discretion of the Authority, any bonds, notes, or other evidence of obligation issued under the provisions of this Compact may be secured by a trust indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the District of Columbia, Commonwealth of Virginia, or State of Maryland. Such trust indenture or the resolution providing for the issuance of such bonds may pledge or assign the tolls and other revenues to be received, but shall not convey or mortgage the project or any part thereof.

### "Article VIII "Revenues

"47. The Authority is hereby authorized to fix, revise, charge, and collect tolls for the use of the project, and to contract with any person, partnership, association, or corporation desiring the use thereof, and to fix the terms, conditions, rents, and rates of charges for such use.

"48. Such tolls shall be so fixed and adjusted in respect of the aggregate of tolls from the project as to provide a fund sufficient with other revenues, if any, to pay the cost of maintaining, repairing, and operating such project, and the principal of, and the interest on, such bonds as the same shall become due and payable, and to create reserves for such purposes. Such tolls shall not be subject to supervision or regulation by any other authority, board, bureau, or agency of the District of Columbia, Commonwealth of Virginia, or State of Maryland. The tolls and all other revenues derived from the project in connection with which the bonds of any issue shall have been issued, except such part thereof as may be necessary to pay such cost of maintenance, repair, and operation and to provide such reserves therefor as may be provided for in the resolution authorizing the issuance of such bonds or in the trust indenture securing the same, shall be set aside at such regular intervals as may be provided in such resolution or such trust indenture in a sinking fund which is hereby pledged to, and charged with, the payment of the principal of, and the interest on, such bonds as the same shall become due, and the redemption price or the purchase price of bonds retired by call or purchase as therein provided. Such pledge shall be valid and binding from the time when the pledge is made. The tolls, other revenues, or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of any such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Authority, irrespective of whether such parties have notice

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thereof. Neither the resolution nor any trust indenture by which a pledge is created need be filed or recorded except in the records of the Authority. The use and disposition of moneys to the credit of such sinking fund shall be subject to the provisions of the resolution authorizing the

issuance of such bonds or of such trust indenture. Except as may otherwise be provided in such resolution or such trust indenture, such sinking fund shall be a fund for all such bonds without distinction or priority of one over another.

### "Article IX "Trust Funds

"49. All moneys received pursuant to the authority of this Compact, whether as proceeds from the sale of bonds or as revenues, shall be deemed to be trust funds to be held and applied solely as provided in this Compact. The resolution authorizing the bonds of any issue or the trust indenture securing such bonds shall provide that any officer with whom, or any bank or trust company with which, such moneys shall be deposited shall act as trustee of such moneys and shall hold and apply the same for the purposes thereof, subject to such regulations as this Compact and such resolution or trust indenture may provide.

### "Article X "Remedies

"50. Any holder of bonds, notes, or other evidence of obligation issued under the provisions of this Compact or any of the coupons appertaining thereto, and the trustee under any trust indenture, except to the extent the rights herein given may be restricted by such trust indenture or the resolution authorizing the issuance of such bonds, notes, or other evidence of obligation, may, either at law or in equity, by suit, action, mandamus, or other proceeding, protect and enforce any and all rights under the laws of the District of Columbia, Commonwealth of Virginia, and State of Maryland, or granted hereunder or under such trust indenture or the resolution authorizing the issuance of such bonds, notes, or other evidence of obligation, and may enforce and compel the performance of all duties required by this Compact or by such trust indenture or resolution to be performed by the Authority or by any officer thereof, including the fixing, charging, and collecting of tolls.

### "Article XI "Tax Exemption

"51. The exercise of the powers granted by this Compact will be in all respects for the benefit of the people of the District of Columbia, Commonwealth of Virginia, and State of Maryland and for the increase of their commerce and prosperity, and as the operation and maintenance of the project will constitute the performance of essential governmental functions,



## ENROLLED ORIGINAL

the Authority shall not be required to pay any taxes or assessments upon the project or any property acquired or used by the Authority under the provisions of this Compact or upon the income therefrom, and the bonds, notes, or other evidence of obligation issued under the provisions of this Compact, their transfer and the income therefrom, including any profit made on the sale thereof, shall at all times be free from taxation within the District of Columbia, Commonwealth of Virginia, and State of Maryland.

### "Article XII "Bonds Eligible for Investment

"52. Bonds, notes, or other evidence of obligation issued by the Authority under the provisions of this Compact are hereby made securities in which all public officers and public bodies of the District of Columbia, Commonwealth of Virginia, and State of Maryland and their political subdivisions, all insurance companies, trust companies, banking associations, investment companies, executors, administrators, trustees, and other fiduciaries may properly and legally invest funds, including capital in their control or belonging to them. Such bonds, notes, or other evidence of obligation are hereby made securities which may properly and legally be deposited with, and received by, any District of Columbia, Commonwealth of Virginia, and State of Maryland municipal officer or any agency or political subdivision thereof for any purpose for which the deposit of bonds, notes, or other evidence of obligation is now or may hereafter be authorized by law.

### "Article XIII "Miscellaneous

"53. Any action taken by the Authority under the provisions of this Compact may be authorized by resolution at any regular or special meeting, and each such resolution shall take effect immediately and need not be published or posted.

"54. The project when constructed and opened to traffic shall be maintained and kept in good condition and repair by the Authority. The project shall also be policed and operated by such force of police, toll-takers, and other operating employees as the Authority may in its discretion employ. The Authority shall comply with all laws, ordinances, and regulations of the signatories and political subdivisions and agencies thereof with respect to the use of streets, highways, and all other vehicular facilities, traffic control and regulation, signs, and buildings.

"55. An Authority police officer shall have all the powers granted to a peace officer and police officer of the District of Columbia, Commonwealth of Virginia, and the State of Maryland. However, an Authority police officer may exercise these powers only on property owned, leased, operated by, or under control of the Authority, and may not exercise these powers on any other property unless:

"(a) Engaged in fresh pursuit of a suspected offender;

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"(b) Specially requested or permitted to do so in a political subdivision by its chief executive officer or its chief police officer; or

"(c) Ordered to do so by the Mayor of the District of Columbia, or the Governor of Maryland or Virginia.

"56. All other police officers of the signatory parties and of each county, city, town, or other political subdivision of the District of Columbia, Commonwealth of Virginia, and State of Maryland through which the project, or portion thereof, extends shall have the same powers and jurisdiction within the limits of such projects as they have beyond such limits and shall have access to the project at any time for the purpose of exercising such powers and jurisdiction.

"57. On or before the last day of September in each year, the Authority shall make an annual report of its activities for the preceding calendar year to the Governors of Maryland and

Virginia and the Mayor of the District of Columbia. Each such report shall set forth a complete operating and financial statement covering its operations during the year. The Authority shall cause an audit of its books and accounts to be made at least once in each year by certified public accountants and the cost thereof may be treated as a part of the cost of construction or operation of the project. The records, books, and accounts of the Authority shall be subject to examination and inspection by duly authorized representatives of the governing bodies of Maryland, Virginia, and the District of Columbia, and by any bondholder or bondholders at any reasonable time, provided the business of the Authority is not unduly interrupted or interfered with thereby.

"58. Any member, agent, or employee of the Authority who contracts with the Authority or is interested, either directly or indirectly, in any contract with the Authority or in the sale of any property, either real or personal, to the Authority shall be guilty of a misdemeanor, and, upon conviction, shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than 1 year, or both.

"59. Any person who uses the project and fails or refuses to pay the toll provided therefor shall be guilty of a misdemeanor, and, upon conviction, shall be punished by a fine of not more than \$100 or by imprisonment for not more than 30 days, or both, and in addition thereto the Authority shall have a lien upon the vehicle driven by such person for the amount of such toll and may take and retain possession thereof until the amount of such toll and all charges in connection therewith shall have been paid.

"60. When one signatory adopts an amendment or supplement to an existing section of the Compact, that amendment or supplement shall not be immediately effective, and the previously enacted provision or provisions shall remain in effect in each jurisdiction until the amendment or supplement is approved by the other signatories and is consented to by Congress."

Sec. 5. The following articles of the Compact set forth in section 4 shall be a part of the law of the District of Columbia as in the case of any other act on the effective date of the Compact as described in Article V of Title I: Articles I, II, III, VIII of Title I, and Articles I

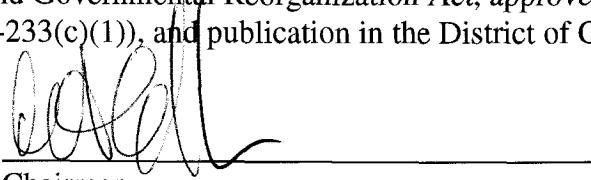
New Section  
1-2484

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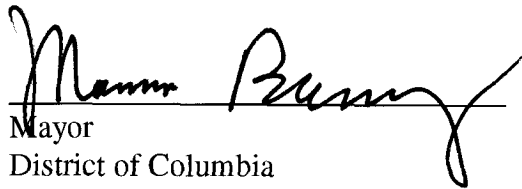
through XIII of Title II. Upon termination of the Compact as set forth in section 4, the foregoing articles shall be repealed, and any other laws of the District superseded or suspended by virtue of conflict with these articles shall be reactivated without further legislative action.

Sec. 6. The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Self-Government and Governmental Reorganization Act, approved December 24, 1973 (87 Stat. 813; D.C. Code § 1-233(c)(3)).

Sec. 7. This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), approval by the Financial Responsibility and Management Assistance Authority as provided in section 203(a) of the District of Columbia Financial Responsibility and Management Assistance Authority Act of 1995, approved April 17, 1995 (109 Stat. 116; D.C. Code § 47-392.3(c)), and a 30-day period of Congressional review as provided in section 602(c)(1) of the District of Columbia Self-Government and Governmental Reorganization Act, approved December 24, 1973 (87 Stat. 813; D.C. Code § 1-233(c)(1)), and publication in the District of Columbia Register.



Chairman  
Council of the District of Columbia



Mayor  
District of Columbia

APPROVED: December 19, 1995



COUNCIL OF THE DISTRICT OF COLUMBIA

COUNCIL PERIOD ELEVEN

RECORD OF OFFICIAL COUNCIL VOTE

Docket No. B11-104

ITEM ON CONSENT CALENDAR

ACTION & DATE ADOPTED FIRST READING, 11-7-95

VOICE VOTE APPROVED  
 RECORDED VOTE ON REQUEST

ABSENT SMITH

ROLL CALL VOTE - Result

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Clarke					Jarvis					Smith, Jr.				
Brazil					Lightfoot					Thomas, Sr.				
Chavous					Mason					Whittington				
Cropp					Patterson									
Evans					Ray									

X - Indicates Vote

AB - Absent

NV - Present not Voting

CERTIFICATION RECORD

Secretary to the Council

December 11, 1995  
Date

ITEM ON CONSENT CALENDAR

ACTION & DATE ADOPTED FINAL READING, 12-5-95

VOICE VOTE APPROVED  
 RECORDED VOTE ON REQUEST

ABSENT ALL PRESENT

ROLL CALL VOTE - Result

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Clarke					Jarvis					Smith, Jr.				
Brazil					Lightfoot					Thomas, Sr.				
Chavous					Mason					Whittington				
Cropp					Patterson									
Evans					Ray									

X-indicates no

AB-Absent

NV-Present not voting

CERTIFICATION RECORD

Secretary to the Council

December 11, 1995  
Date

ITEM ON CONSENT CALENDAR

ACTION & DATE

VOICE VOTE  
 RECORDED VOTE ON REQUEST

ABSENT

ROLL CALL VOTE - Result

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Clarke					Jarvis					Smith, Jr.				
Brazil					Lightfoot					Thomas, Sr.				
Chavous					Mason					Whittington				
Cropp					Patterson									
Evans					Ray									

X - Indicates Vote

AB - Absent

NV - Present not Voting

CERTIFICATION RECORD

Secretary to the Council

Date