

Calendar No. 354

109TH CONGRESS
1ST SESSION

S. 2015

[Report No. 109–212]

To provide a site for construction of a national health museum, and for other purposes.

IN THE SENATE OF THE UNITED STATES

NOVEMBER 15, 2005

Mr. ISAKSON (for himself and Mr. CHAMBLISS) introduced the following bill; which was read twice and referred to the Committee on Environment and Public Works

DECEMBER 21, 2005

Reported by Mr. INHOFE, without amendment

A BILL

To provide a site for construction of a national health museum, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “National Health Mu-
5 seum Act of 2005”.

1 **SEC. 2. PURPOSE.**

2 The purpose of this Act is to provide for a site to
3 be used for the construction and operation of a national
4 health museum.

5 **SEC. 3. DEFINITIONS.**

6 In this Act, the following definitions apply:

7 (1) ADMINISTRATOR.—The term “Adminis-
8 trator” means the Administrator of General Serv-
9 ices.

10 (2) CERCLA.—The term “CERCLA” means
11 the Comprehensive Environmental Response, Com-
12 pensation, and Liability Act of 1980 (42 U.S.C.
13 9601 et seq.).

14 (3) COMMITTEES.—The term “Committees”
15 means the Committee on Transportation and Infra-
16 structure of the House of Representatives and the
17 Committee on Environment and Public Works of the
18 Senate.

19 (4) MUSEUM.—The term “Museum” means the
20 National Health Museum, Inc., a District of Colum-
21 bia nonprofit corporation exempt from taxation pur-
22 suant to section 501(c)(3) of the Internal Revenue
23 Code of 1986.

24 (5) NORTHERN PORTION OF THE PROPERTY.—
25 The term “northern portion of the property” means
26 that portion of the property which the Administrator

1 and Museum deem appropriate for the museum fa-
2 cility.

3 (6) PROPERTY.—The term “property” means
4 the property located in the District of Columbia,
5 subject to survey and as determined by the Adminis-
6 trator, generally consisting of Squares 325 and 326,
7 and the westerly portions of Squares 351 and 352,
8 including the parcel and structure commonly known
9 as the “Cotton Annex”. The property is generally
10 bounded by 12th Street, Independence Avenue,
11 Maryland Avenue, the James Forrestal Building,
12 and L’Enfant Plaza, all in Southwest, Washington,
13 D.C., and shall include all associated air rights, im-
14 provements thereon, and appurtenances thereto.

15 (7) SOUTHERN PORTION OF THE PROPERTY.—
16 The term “southern portion of the property” means
17 that portion of the property other than the northern
18 portion of the property.

19 **SEC. 4. CONVEYANCE OF PROPERTY.**

20 (a) AUTHORITY TO CONVEY.—

21 (1) IN GENERAL.—Subject to the requirements
22 of this Act, the Administrator shall convey the prop-
23 erty to the Museum on such terms and conditions as
24 the Administrator considers reasonable and appro-

1 appropriate to protect the interests of the United States
2 and further the purposes of this Act.

3 (2) AGREEMENT.—As soon as practicable, but
4 not later than 60 days after the date of enactment
5 of this Act, the Administrator shall enter into an
6 agreement with the Museum for the conveyance.

7 (3) TERMS AND CONDITIONS.—The terms and
8 conditions of the agreement shall address, among
9 other things, mitigation of developmental impacts to
10 existing Federal buildings and structures, security
11 concerns, and operational protocols for development
12 and use of the property.

13 (4) SEPARATE CONVEYANCE OF NORTHERN
14 AND SOUTHERN PORTIONS.—Under the agreement,
15 the Administrator shall convey the northern portion
16 of the property separately from and, if so agreed by
17 the Administrator and the Museum, at a different
18 time than the southern portion of the property.

19 (b) PURCHASE PRICE.—

20 (1) IN GENERAL.—The purchase price for the
21 property shall be its fair market value based on its
22 highest and best use as determined by an inde-
23 pendent appraisal commissioned by the Adminis-
24 trator and paid for by the Museum.

1 (2) SELECTION OF APPRAISER.—The appraisal
2 shall be performed by an appraiser mutually accept-
3 able to the Administrator and the Museum.

4 (3) TERMS AND CONDITIONS FOR APPRAISAL.—

5 (A) IN GENERAL.—Except as provided by
6 subparagraph (B), the assumptions, scope of
7 work, and other terms and conditions related to
8 the appraisal assignment shall be mutually ac-
9 ceptable to the Administrator and the Museum.

10 (B) REQUIRED TERMS.—The following
11 terms and conditions shall apply to the ap-
12 praisal:

13 (i) The appraisal shall assume that
14 the property does not contain hazardous
15 substances (as defined in section 101 of
16 CERCLA (42 U.S.C. 9601)) which require
17 remedial action (as defined in such sec-
18 tion).

19 (ii) The appraisal shall state a value
20 for the property as a whole as well as sepa-
21 rate values for the northern portion and
22 southern portion of the property, taking
23 into consideration the impact to value (if
24 any) resulting from a conveyance of less
25 than the entirety of the property.

1 (c) APPLICATION OF PROCEEDS.—The purchase
2 price shall be paid into the Federal Buildings Fund estab-
3 lished under section 592 of title 40, United States Code.
4 Upon deposit, the Administrator may expend the proceeds
5 from the conveyance for any lawful purpose consistent
6 with existing authorities granted to the Administrator; ex-
7 cept that the Administrator shall provide the Committees
8 with 30 days advance written notice of any expenditure
9 of the proceeds.

10 (d) QUIT CLAIM DEED.—

11 (1) IN GENERAL.—The property shall be con-
12 veyed pursuant to 2 quit claim deeds (one for the
13 northern portion and one for the southern portion of
14 the property), each of which shall contain the cov-
15 enants required by section 120(h) of CERCLA (42
16 U.S.C. 9620).

17 (2) LIMITATION ON LIABILITY.—The United
18 States shall not be liable or responsible pursuant to
19 paragraph (1) for any additional remedial action—

20 (A) with respect to hazardous substances
21 not existing on the property as of the date of
22 conveyance, unless the presence of such haz-
23 ardous substances on the property was caused
24 by the United States; or

1 (B) caused, required, or arising out of ac-
2 tions of the Museum, its affiliate, any successor
3 thereto, or any of their respective agents, con-
4 tractors, or assigns.

5 (e) USE RESTRICTION.—The northern portion of the
6 property shall be dedicated for use as a site for a national
7 health museum for the 99-year period beginning on date
8 of conveyance of that portion to the Museum.

9 (f) REVERSION.—

10 (1) BASES FOR REVERSION.—The northern por-
11 tion of the property shall revert to the United
12 States, without any obligation for repayment by the
13 United States of any amount of the purchase price
14 for the property, if—

15 (A) that portion is not used as a site for
16 a national health museum at any time during
17 the 99-year period referred to in subsection (e);
18 or

19 (B) the Museum has not commenced con-
20 struction of a museum facility on that portion
21 in the 5-year period beginning on the date of
22 enactment of this Act, other than for reasons
23 beyond the control of the Museum as reason-
24 ably determined by the Administrator.

1 (2) ENFORCEMENT.—The Administrator may
2 perform any acts necessary to enforce the rever-
3 sionary rights provided in this section.

4 (3) CUSTODY OF PROPERTY UPON REVER-
5 SION.—If any portion of the property reverts to the
6 United States pursuant to this section, such prop-
7 erty shall be under the custody and control of the
8 Administrator.

9 (g) CLOSING.—

10 (1) DEADLINE.—The Administrator shall con-
11 vey the northern and southern portions of the prop-
12 erty not later than 3 years after the date of enact-
13 ment of this Act. The Administrator may extend
14 that period for such time as is reasonably necessary
15 for the Museum to perform its obligations under sec-
16 tion 5(a).

17 (2) APPLICABILITY OF REQUIREMENTS.—The
18 requirements of this Act shall remain in full force
19 and effect with respect to any portion of the prop-
20 erty conveyed before the deadline established by
21 paragraph (1) or any extension.

22 **SEC. 5. ENVIRONMENTAL MATTERS.**

23 (a) LIABILITIES AND RESPONSIBILITIES.—The
24 agreement entered into under section 4(a)(2) shall provide
25 that the Museum will conduct any environmental remedi-

1 ation activity with respect to the property, and bear the
2 costs of any such activity, except as otherwise provided
3 by section 4(d) and subsection (b) of this section.

4 (b) CREDITING OF REMEDIATION COSTS.—Any costs
5 of environmental remediation activities referred to in sub-
6 section (a) shall be credited to the purchase price for the
7 property up to an amount not greater than the purchase
8 price for the property.

9 (c) SCOPE OF REMEDIATION ACTIVITIES.—The scope
10 of any required environmental remediation activity with
11 respect to the property shall be as required by section 120
12 of CERCLA (42 U.S.C. 9620).

13 **SEC. 6. INCIDENTAL COSTS.**

14 (a) RESPONSIBILITIES.—Except as otherwise specifi-
15 cally provided by this Act, the Museum shall bear any and
16 all costs associated with complying with the provisions of
17 this Act, including studies and reports, surveys, relocating
18 tenants, and mitigating impacts to existing Federal build-
19 ings and structures resulting directly from the develop-
20 ment of the property by the Museum.

21 (b) RELOCATION OF EXISTING TENANTS.—The costs
22 of relocating existing tenants (including the costs of re-
23 lated studies), shall be paid by the Museum up to an
24 amount to be agreed upon by the Administrator and Mu-
25 seum in the agreement entered into under section 4(a)(2),

1 and any costs in excess of such agreed upon amount shall
2 be credited to the purchase price for the property upon
3 the closing on the portion of the property first conveyed.

4 **SEC. 7. LAND USE APPROVALS.**

5 (a) **EXISTING AUTHORITIES.**—Nothing in this Act
6 shall be construed as limiting or affecting the authority
7 or responsibilities of the National Capital Planning Com-
8 mission or the Commission of Fine Arts.

9 (b) **COOPERATION.**—

10 (1) **ZONING AND LAND USE.**—Subject to para-
11 graph (2), the Administrator shall reasonably co-
12 operate with the Museum with respect to any zoning
13 or other land use matter relating to development of
14 the property in accordance with this Act. Such co-
15 operation shall include consenting to applications by
16 the Museum for applicable zoning and permitting
17 with respect to the property.

18 (2) **LIMITATIONS.**—The Administrator shall not
19 be required to incur any costs with respect to co-
20 operation under this subsection and any consent pro-
21 vided under this subsection shall be premised on the
22 property being developed and operated in accordance
23 with this Act.

1 **SEC. 8. REPORTS.**

2 Not later than one year after the date of enactment
3 of this Act, and annually thereafter until the end of the
4 5-year period following conveyance of the property or until
5 substantial completion of the museum facility (whichever
6 is later), the Museum shall submit annual reports to the
7 Administrator and the Committees detailing the develop-
8 ment and construction activities of the Museum with re-
9 spect to this Act.

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