

108TH CONGRESS  
2D SESSION

# H. R. 5164

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

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## IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 29, 2004

Mr. LATOURETTE (for himself, Ms. NORTON, Mr. YOUNG of Alaska, and Mr. OBERSTAR) introduced the following bill; which was referred to the Committee on Transportation and Infrastructure

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## 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 2004”.

6       **SEC. 2. PURPOSE.**

7       The purpose of this Act is to provide for a site to  
8       be used for the construction and operation of a national  
9       health museum.

1 **SEC. 3. DEFINITIONS.**

2 In this Act, the following definitions apply:

3 (1) ADMINISTRATOR.—The term “Adminis-  
4 trator” means the Administrator of General Serv-  
5 ices.

6 (2) CERCLA.—The term “CERCLA” means  
7 the Comprehensive Environmental Response, Com-  
8 pensation, and Liability Act of 1980 (42 U.S.C.  
9 9601 et seq.).

10 (3) COMMITTEES.—The term “Committees”  
11 means the Committee on Transportation and Infra-  
12 structure of the House of Representatives and the  
13 Committee on Environment and Public Works of the  
14 Senate.

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

20 (5) NORTHERN PORTION OF THE PROPERTY.—  
21 The term “northern portion of the property” means  
22 that portion of the property which the Administrator  
23 and Museum deem appropriate for the museum fa-  
24 cility.

25 (6) PROPERTY.—The term “property” means  
26 the property located in the District of Columbia,

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

11 (7) SOUTHERN PORTION OF THE PROPERTY.—  
12 The term “southern portion of the property” means  
13 that portion of the property other than the northern  
14 portion of the property.

15 **SEC. 4. CONVEYANCE OF PROPERTY.**

16 (a) AUTHORITY TO CONVEY.—

17 (1) IN GENERAL.—Subject to the requirements  
18 of this Act, the Administrator shall convey the prop-  
19 erty to the Museum on such terms and conditions as  
20 the Administrator considers reasonable and appro-  
21 priate to protect the interests of the United States  
22 and further the purposes of this Act.

23 (2) AGREEMENT.—As soon as practicable, but  
24 not later than 60 days after the date of enactment

1 of this Act, the Administrator shall enter into an  
2 agreement with the Museum for the conveyance.

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

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

15 (b) PURCHASE PRICE.—

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

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

24 (3) TERMS AND CONDITIONS FOR APPRAISAL.—

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

6 (B) REQUIRED TERMS.—The following  
7 terms and conditions shall apply to the ap-  
8 praisal:

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

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

22 (c) APPLICATION OF PROCEEDS.—The purchase  
23 price shall be paid into the Federal Buildings Fund estab-  
24 lished under section 592 of title 40, United States Code.  
25 Upon deposit, the Administrator may expend the proceeds

1 from the conveyance for any lawful purpose consistent  
2 with existing authorities granted to the Administrator; ex-  
3 cept that the Administrator shall provide the Committees  
4 with 30 days advance written notice of any expenditure  
5 of the proceeds.

6 (d) QUIT CLAIM DEED.—

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

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

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

21 (B) caused, required, or arising out of ac-  
22 tions of the Museum, its affiliate, any successor  
23 thereto, or any of their respective agents, con-  
24 tractors, or assigns.

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

5 (f) REVERSION.—

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

11 (A) that portion is not used as a site for  
12 a national health museum at any time during  
13 the 99-year period referred to in subsection (e);  
14 or

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

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

24 (3) CUSTODY OF PROPERTY UPON REVER-  
25 SION.—If any portion of the property reverts to the

1 United States pursuant to this section, such prop-  
2 erty shall be under the custody and control of the  
3 Administrator.

4 (g) CLOSING.—

5 (1) DEADLINE.—The Administrator shall con-  
6 vey the northern and southern portions of the prop-  
7 erty not later than 3 years after the date of enact-  
8 ment of this Act. The Administrator may extend  
9 that period for such time as is reasonably necessary  
10 for the Museum to perform its obligations under sec-  
11 tion 6(a).

12 (2) APPLICABILITY OF REQUIREMENTS.—The  
13 requirements of this Act shall remain in full force  
14 and effect with respect to any portion of the prop-  
15 erty conveyed before the deadline established by  
16 paragraph (1) or any extension.

17 **SEC. 5. OFFICE LEASE.**

18 (a) NEGOTIATION AND EXECUTION.—

19 (1) TERMS AND CONDITIONS.—Notwithstanding  
20 any other provision of law, the Administrator and  
21 the Museum (or its affiliate) shall, within 60 days  
22 after entering into the agreement described in sec-  
23 tion 4(a)(2), negotiate the terms and conditions,  
24 consistent with this section, of a lease pursuant to  
25 which the Administrator would lease approximately

1       250,000 square feet in a building to be constructed  
2       by the Museum on the southern portion of the prop-  
3       erty.

4           (2) TIMING.—The Administrator and Museum  
5       shall execute the lease not later than the date of the  
6       conveyance of the southern portion of the property.

7       (b) RENT.—

8           (1) BELOW MARKET RATE.—The effective rent  
9       charged to the Administrator as part of the lease en-  
10      tered into under this section shall be below pre-  
11      vailing market rates for similar space in Southwest,  
12      Washington, D.C., as agreed to between the Admin-  
13      istrator and the Museum (or its affiliate).

14          (2) AUTHORITY TO APPLY PROCEEDS TOWARD  
15      RENT.—The Administrator may apply any or all of  
16      the proceeds from conveyance of the property toward  
17      the rental charges incurred by the United States  
18      under the lease if the Administrator otherwise com-  
19      plies with the notice requirement set forth in section  
20      4(c). Any such application of proceeds toward rent  
21      shall not be considered in determining that the rent  
22      charged under the lease is below prevailing market  
23      rates as required in this section.

24          (c) OPERATING LEASE.—The lease entered into  
25      under this section shall be on terms and conditions that

1 allow such lease to be scored as an operating lease in ac-  
2 cordance with guidance published by the Office of Man-  
3 agement and Budget.

4 (d) CONDITION TO CONVEYANCE.—The execution of  
5 the lease under this section shall be a precondition to con-  
6 veyance of the southern portion of the property to the Mu-  
7 seum.

8 **SEC. 6. ENVIRONMENTAL MATTERS.**

9 (a) LIABILITIES AND RESPONSIBILITIES.—The  
10 agreement entered into under section 4(a)(2) shall provide  
11 that the Museum will conduct any environmental remedi-  
12 ation activity with respect to the property, and bear the  
13 costs of any such activity, except as otherwise provided  
14 by section 4(d) and subsection (b) of this section.

15 (b) CREDITING OF REMEDIATION COSTS.—Any costs  
16 of environmental remediation activities referred to in sub-  
17 section (a) shall be credited to the purchase price for the  
18 property up to an amount not greater than the purchase  
19 price for the property.

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

1 **SEC. 7. INCIDENTAL COSTS.**

2 (a) RESPONSIBILITIES.—Except as otherwise specifi-  
3 cally provided by this Act, the Museum shall bear any and  
4 all costs associated with complying with the provisions of  
5 this Act, including studies and reports, surveys, relocating  
6 tenants, and mitigating impacts to existing Federal build-  
7 ings and structures resulting directly from the develop-  
8 ment of the property by the Museum.

9 (b) RELOCATION OF EXISTING TENANTS.—The costs  
10 of relocating existing tenants (including the costs of re-  
11 lated studies), shall be paid by the Museum up to an  
12 amount to be agreed upon by the Administrator and Mu-  
13 seum in the agreement entered into under section 4(a)(2),  
14 and any costs in excess of such agreed upon amount shall  
15 be credited to the purchase price for the property upon  
16 the closing on the portion of the property first conveyed.

17 **SEC. 8. LAND USE APPROVALS.**

18 (a) EXISTING AUTHORITIES.—Nothing in this Act  
19 shall be construed as limiting or affecting the authority  
20 or responsibilities of the National Capital Planning Com-  
21 mission or the Commission of Fine Arts.

22 (b) COOPERATION.—

23 (1) ZONING AND LAND USE.—Subject to para-  
24 graph (2), the Administrator shall reasonably co-  
25 operate with the Museum with respect to any zoning  
26 or other land use matter relating to development of

1 the property in accordance with this Act. Such co-  
2 operation shall include consenting to applications by  
3 the Museum for applicable zoning and permitting  
4 with respect to the property.

5 (2) LIMITATIONS.—The Administrator shall not  
6 be required to incur any costs with respect to co-  
7 operation under this subsection and any consent pro-  
8 vided under this subsection shall be premised on the  
9 property being developed and operated in accordance  
10 with this Act.

11 **SEC. 9. REPORTS.**

12 Not later than one year after the date of enactment  
13 of this Act, and annually thereafter until the end of the  
14 5-year period following conveyance of the property or until  
15 substantial completion of the museum facility (whichever  
16 is later), the Museum shall submit annual reports to the  
17 Administrator and the Committees detailing the develop-  
18 ment and construction activities of the Museum with re-  
19 spect to this Act.

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