

110TH CONGRESS
2D SESSION

S. 3528

To authorize the Administrator of General Services to convey a parcel of real property in the District of Columbia.

IN THE SENATE OF THE UNITED STATES

SEPTEMBER 22 (legislative day, SEPTEMBER 17), 2008

Ms. COLLINS (for herself, Mrs. LINCOLN, Ms. SNOWE, Ms. CANTWELL, Mrs. DOLE, Mrs. CLINTON, Mr. VOINOVICH, Ms. LANDRIEU, Mr. PRYOR, Mrs. MCCASKILL, Mr. OBAMA, and Mrs. BOXER) introduced the following bill; which was read twice and referred to the Committee on Environment and Public Works

A BILL

To authorize the Administrator of General Services to convey a parcel of real property in the District of Columbia.

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 “General Services Ad-
5 ministration Portfolio Enhancement Act of 2008”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act, the following definitions apply:

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

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

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

13 (4) MUSEUM.—The term “Museum” means the
14 National Women’s History Museum, Inc., a District
15 of Columbia nonprofit corporation exempt from tax-
16 ation pursuant to section 501(c)(3) of the Internal
17 Revenue Code of 1986.

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

23 (6) PROPERTY.—The term “property” means
24 the property located in the District of Columbia,
25 subject to survey and as determined by the Adminis-

1 trator, generally consisting of Squares 325 and 326,
2 and the westerly portions of Squares 351 and 352,
3 including the parcel and structure commonly known
4 as the “Cotton Annex”. The property is generally
5 bounded by 12th Street, Independence Avenue,
6 Maryland Avenue, the James Forrestal Building,
7 and L’Enfant Plaza, all in Southwest Washington,
8 District of Columbia, and shall include all associated
9 air rights, improvements thereon, and appurtenances
10 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. 3. 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
19 northern portion of the property to the Museum,
20 and shall have the authority to convey the southern
21 portion of the property to the Museum, in each case
22 on such terms and conditions as the Administrator
23 considers reasonable and appropriate to protect the
24 interests of the United States and further the pur-
25 poses of this Act.

1 (2) AGREEMENT.—As soon as practicable, but
2 not later than 90 days after the date of enactment
3 of this Act, the Administrator shall enter into an
4 agreement with the Museum for the conveyance.

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

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

18 (b) PURCHASE PRICE.—

19 (1) IN GENERAL.—The purchase price for the
20 property shall be its fair market value based on its
21 highest and best use as determined by an inde-
22 pendent appraisal commissioned by the Adminis-
23 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 response 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, in amounts
 5 specified in appropriations Acts, the proceeds from the
 6 conveyance for any lawful purpose consistent with existing
 7 authorities granted to the Administrator; except that the
 8 Administrator shall provide the Committees with 30 days
 9 advance written notice of any expenditure of the proceeds.

10 (d) QUIT CLAIM DEED.—The property shall be con-
 11 veyed (in the case of the southern portion of the property,
 12 if at all) pursuant to one or more quit claim deeds (one
 13 for the northern portion of the property and one for the
 14 southern portion of the property).

15 (e) USE RESTRICTIONS.—

16 (1) NORTHERN PORTION.—The northern por-
 17 tion of the property shall be dedicated for use as a
 18 site for a national women’s history museum for the
 19 99-year period beginning on date of conveyance of
 20 that portion to the Museum.

21 (2) SOUTHERN PORTION.—The southern por-
 22 tion of the property may be used for any purposes
 23 permitted by applicable laws and regulations.

24 (f) REVERSION.—

1 (1) BASES FOR REVERSION.—The northern por-
2 tion of the property shall revert to the United
3 States, at the option of the United States, without
4 any obligation for repayment by the United States
5 of any amount of the purchase price for the prop-
6 erty, if—

7 (A) that portion is not used as a site for
8 a national women’s history museum at any time
9 during the 99-year period referred to in sub-
10 section (e); or

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

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

20 (3) CUSTODY OF PROPERTY UPON REVER-
21 SION.—If any portion of the property reverts to the
22 United States pursuant to this section, such prop-
23 erty shall be under the custody and control of the
24 Administrator.

25 (g) CLOSING.—

1 (1) DEADLINE.—Any conveyance pursuant to
 2 this Act shall occur not later than 3 years after the
 3 date of enactment of this Act. The Administrator
 4 may extend that period for such time as is reason-
 5 ably necessary for the Museum to perform its obliga-
 6 tions under section 4(a).

7 (2) APPLICABILITY OF REQUIREMENTS.—The
 8 requirements of this Act shall remain in full force
 9 and effect with respect to any portion of the prop-
 10 erty conveyed before the deadline established by
 11 paragraph (1) or any extension.

12 **SEC. 4. ENVIRONMENTAL MATTERS.**

13 (a) AUTHORIZATION TO CONTRACT FOR ENVIRON-
 14 MENTAL RESPONSE ACTIONS.—The Administrator is au-
 15 thorized to contract, in an amount not to exceed the pur-
 16 chase price for the property, in the absence of appropria-
 17 tions and otherwise without regard to section 1341 of title
 18 31, United States Code, with the Museum or an affiliate
 19 thereof for the performance (on behalf of the Adminis-
 20 trator) of response actions (if any) required on the prop-
 21 erty pursuant to CERCLA. Any officer or employee of the
 22 United States may contract for payment of costs or ex-
 23 penses related to any properties that are conveyed (or to
 24 be conveyed) under this Act.

1 (b) CREDITING OF RESPONSE COSTS.—Any costs in-
 2 curred by the Museum or an affiliate thereof pursuant to
 3 subsection (a) shall be credited to the purchase price for
 4 the property.

5 (c) RELATIONSHIP TO CERCLA.—Nothing in this
 6 Act may be construed to affect or limit the application
 7 of or obligation to comply with any environmental law, in-
 8 cluding section 120(b) of CERCLA (42 U.S.C. 9620(b)).

9 **SEC. 5. INCIDENTAL COSTS.**

10 (a) RESPONSIBILITIES.—Subject to section 4, the
 11 Museum shall bear any and all costs associated with com-
 12 plying with the provisions of this Act, including studies
 13 and reports, surveys, relocating tenants, and mitigating
 14 impacts to existing Federal buildings and structures re-
 15 sulting directly from the development of the property by
 16 the Museum.

17 (b) RELOCATION OF EXISTING TENANTS.—The costs
 18 of relocating existing tenants (including the costs of re-
 19 lated studies) shall be paid by the Museum up to an
 20 amount to be agreed upon by the Administrator and the
 21 Museum in the agreement entered into under section
 22 3(a)(2), and any costs in excess of such agreed upon
 23 amount shall be credited to the purchase price for the
 24 property upon the closing on the portion of the property
 25 first conveyed.

1 **SEC. 6. LAND USE APPROVALS.**

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

6 (b) COOPERATION.—

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

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

21 **SEC. 7. REPORTS.**

22 Not later than one year after the date of enactment
23 of this Act, and annually thereafter until the end of the
24 5-year period following conveyance of the northern portion
25 of the property or until substantial completion of the mu-
26 seum facility (whichever is later), the Museum shall sub-

- 1 mit annual reports to the Administrator and the Commit-
- 2 tees detailing the development and construction activities
- 3 of the Museum with respect to this Act.

