

Union Calendar No. 329

118TH CONGRESS
2D SESSION

H. R. 4984

[Report No. 118–400, Parts I and II]

To amend the District of Columbia Stadium Act of 1957 to provide for the transfer of administrative jurisdiction over the Robert F. Kennedy Memorial Stadium Campus to the Administrator of General Services and the leasing of the Campus to the District of Columbia for purposes which include commercial and residential development, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

JULY 27, 2023

Mr. COMER (for himself and Ms. NORTON) introduced the following bill; which was referred to the Committee on Oversight and Accountability, and in addition to the Committees on Natural Resources, and Transportation and Infrastructure, for a period to be subsequently determined by the Speaker, in each case for consideration of such provisions as fall within the jurisdiction of the committee concerned

FEBRUARY 23, 2024

Additional sponsors: Mr. CLYBURN, Mr. LATURNER, Mr. MOSKOWITZ, Mr. EDWARDS, Ms. CROCKETT, Mr. CISCOMANI, Mr. TIMMONS, Ms. MACE, Ms. PORTER, Mr. DONALDS, Mr. FALLON, Mr. LANGWORTHY, Mrs. BEATTY, Ms. FOXX, Mr. SELF, Mr. CARSON, Mr. THOMPSON of Mississippi, Mr. GOLDMAN of New York, Mr. WESTERMAN, and Mr. HORSFORD

FEBRUARY 23, 2024

Reported from the Committee on Natural Resources with amendments
[Strike out all after the enacting clause and insert the part printed in *italie*]

FEBRUARY 23, 2024

Reported from the Committee on Oversight and Accountability with an amendment

[Strike out all after the enacting clause and insert the part printed in boldface roman]

FEBRUARY 23, 2024

Committee on Transportation and Infrastructure discharged; committed to the Committee of the Whole House on the State of the Union and ordered to be printed

[For text of introduced bill, see copy of bill as introduced on July 27, 2023]

A BILL

To amend the District of Columbia Stadium Act of 1957 to provide for the transfer of administrative jurisdiction over the Robert F. Kennedy Memorial Stadium Campus to the Administrator of General Services and the leasing of the Campus to the District of Columbia for purposes which include commercial and residential development, 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 “D.C. Robert F. Kennedy*
5 *Memorial Stadium Campus Revitalization Act”.*

6 **SEC. 2. TRANSFER OF ADMINISTRATIVE JURISDICTION**
7 **OVER RFK MEMORIAL STADIUM CAMPUS TO**
8 **DISTRICT OF COLUMBIA.**

9 *(a) EXERCISE OF TRANSFER AUTHORITY.—*

10 *(1) TRANSFER.—Not later than 180 days after*
11 *the date of the enactment of this Act, the Secretary of*
12 *the Interior (hereafter referred to as the “Secretary”),*
13 *acting under the authority of section 8124 of title 40,*
14 *United States Code (except as provided under para-*
15 *graph (2)), shall transfer administrative jurisdiction*
16 *over the Robert F. Kennedy Memorial Stadium Cam-*
17 *pus (hereafter referred to as the “Campus”) to the*
18 *District of Columbia (hereafter referred to as the*
19 *“District”), subject to a Declaration of Covenants*
20 *with the District which is consistent with the suc-*
21 *ceeding provisions of this Act and which includes*
22 *such other terms and conditions as may be agreed to*
23 *by the Secretary and the District.*

24 *(2) WAIVER OF REQUIREMENT FOR PRIOR REC-*
25 *COMMENDATION OF NATIONAL CAPITAL PLANNING COM-*

1 *MISSION.—The second sentence of section 8124(a) of*
2 *title 40, United States Code, shall not apply to the*
3 *transfer of administrative jurisdiction over the Cam-*
4 *pus under this section.*

5 *(3) NO EFFECT ON STATUS OF OWNERSHIP OF*
6 *CAMPUS.—Consistent with section 8124 of title 40,*
7 *United States Code, the transfer of administrative ju-*
8 *risdiction over the Campus under this section does*
9 *not change the status of the ownership of the Campus*
10 *by the United States.*

11 *(b) DEVELOPMENT AND USES OF CAMPUS.—After*
12 *transfer of administrative jurisdiction over the Campus*
13 *under this section, the District may develop and use, and*
14 *permit the development and use of, the Campus for any of*
15 *the following purposes:*

16 *(1) Stadium purposes, including training facili-*
17 *ties, offices, and other structures necessary to support*
18 *a stadium.*

19 *(2) Commercial and residential development.*

20 *(3) Facilities, open space, and public outdoor op-*
21 *portunities, which may include supporting cultural*
22 *activities, educational activities, and recreational ac-*
23 *tivities, as such terms are defined in section 3306(a)*
24 *of title 40, United States Code.*

1 (4) *Such other public purposes for which the*
2 *Campus was used or approved for use prior to June*
3 *1, 1985.*

4 (5) *Demolition purposes to facilitate development*
5 *and use of the Campus under subparagraphs (1)*
6 *through (4).*

7 (c) *SPECIFIC REQUIREMENTS RELATING TO DEVELOP-*
8 *MENT AND USE OF CAMPUS.—The Declaration of Cov-*
9 *enants entered into under subsection (a)(1) shall include*
10 *provisions to require the District to meet the following re-*
11 *quirements as a condition of the development and use of*
12 *the Campus as set forth under subsection (b) after transfer*
13 *of administrative jurisdiction over the Campus under this*
14 *section:*

15 (1) *The District shall ensure that the develop-*
16 *ment and use does not materially degrade or ad-*
17 *versely impact any lands under the jurisdiction of the*
18 *National Park Service, including the restoration of*
19 *the wetlands south of Kingman Island.*

20 (2) *The District shall designate, develop, operate,*
21 *and maintain at least 30 percent of the Campus (ex-*
22 *cluding the riparian area of the Campus as defined*
23 *in subsection (g)(2)) as the “Robert F. Kennedy Me-*
24 *morial Park” as parks and open space to provide*
25 *land for passive and active outdoor recreation and*

1 *shall require that portion to be reserved for such pur-*
2 *poses for the duration of the transfer.*

3 *(3) The District shall ensure that the develop-*
4 *ment and use provides for improved public access to*
5 *the Anacostia River and shall not interrupt the Ana-*
6 *costia River Trail.*

7 *(4) The District shall, to the extent necessary, en-*
8 *sure that parking facilities are provided to accommo-*
9 *date the development.*

10 *(5) The District shall provide for adequate public*
11 *safety and security measures and resources in the*
12 *planning and ongoing management of the develop-*
13 *ment.*

14 *(6) The District shall carry out measures that,*
15 *to the greatest extent practicable, will reduce the im-*
16 *act of noise and traffic of the development on sur-*
17 *rounding residential areas in the District.*

18 *(7) The District shall operate and maintain the*
19 *riparian area of the Campus in accordance with sub-*
20 *section (g).*

21 *(8) The District shall ensure that no Member of*
22 *Congress, Delegate or Resident Commissioner to the*
23 *Congress, or any other official of the Government of*
24 *the United States or the Government of the District*
25 *of Columbia shall be admitted to any share or part*

1 of any lease entered into by the District in the exer-
2 cise of the administrative jurisdiction over the Cam-
3 pus transferred under this section, or to any benefit
4 that may arise therefrom, including any contract or
5 agreement made, entered into, or accepted by or on
6 behalf of the District as a result of this section. Noth-
7 ing in the previous sentence may be construed to
8 apply to a person who is a shareholder or other bene-
9 ficial owner of any publicly held corporation or other
10 entity, if the lease is for the general benefit of such
11 corporation or other entity.

12 (d) *SURVEY.*—

13 (1) *REQUIRING SURVEY.*—As soon as practicable
14 after the date of the enactment of this Act, the District
15 shall conduct a survey of the Campus, which shall de-
16 termine the exact acreage and legal description of the
17 Campus by a boundary survey prepared by a quali-
18 fied Federally-, State-, or District-licensed surveyor
19 who is approved by the Secretary.

20 (2) *SUBMISSION TO CONGRESS.*—Upon comple-
21 tion, the survey conducted under paragraph (1) shall
22 be submitted to—

23 (A) the Committee on Oversight and Ac-
24 countability and the Committee on Natural Re-
25 sources of the House of Representatives; and

1 (B) *the Committee on Homeland Security*
2 *and Governmental Affairs and the Committee on*
3 *Energy and Natural Resources of the Senate.*

4 (3) *INCORPORATION IN DECLARATION OF COV-*
5 *ENANTS FOR TRANSFER.—The survey conducted under*
6 *paragraph (1) shall be incorporated in the Declara-*
7 *tion of Covenants entered into under subsection*
8 *(a)(1).*

9 (4) *AVAILABILITY OF SURVEY AND MAP FOR PUB-*
10 *LIC INSPECTION.—The survey conducted under para-*
11 *graph (1), together with the map of the Campus re-*
12 *ferred to in subsection (m), shall be kept on file and*
13 *available for public inspection in the appropriate of-*
14 *fices of the Secretary.*

15 (e) *MEMORANDUM OF UNDERSTANDING.—As a condi-*
16 *tion of the development and use of the Campus after transfer*
17 *of administrative jurisdiction over the Campus under this*
18 *section, the Secretary and the District shall enter into a*
19 *memorandum of understanding to determine an allocation*
20 *of the costs of carrying out all responsibilities of the United*
21 *States and the District with respect to the Campus under*
22 *the Comprehensive Environmental Response, Compensa-*
23 *tion, and Liability Act of 1980 (42 U.S.C. 9601 et seq.)*
24 *and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.),*

1 *including any costs of any response action with respect to*
2 *any contamination present on the Campus.*

3 *(f) COSTS.—*

4 *(1) COSTS OF TRANSFER.—The District shall be*
5 *responsible for payment of any costs of carrying out*
6 *the transfer of administrative jurisdiction over the*
7 *Campus under this section, including—*

8 *(A) any costs of carrying out the survey*
9 *under subsection (d); and*

10 *(B) any costs of carrying out any environ-*
11 *mental analysis required under Federal law.*

12 *(2) COSTS AFTER TRANSFER.—Except as pro-*
13 *vided under the memorandum of understanding en-*
14 *tered into under subsection (e), the Secretary shall not*
15 *be responsible for payment of any costs or expenses*
16 *that are incurred by the District or any other party*
17 *(other than the United States) associated with the*
18 *Campus after the transfer of administrative jurisdic-*
19 *tion under this section.*

20 *(g) SPECIAL RULES FOR RIPARIAN AREA.—*

21 *(1) RESTRICTION ON DEVELOPMENT AND USE.—*
22 *The Declaration of Covenants entered into under sub-*
23 *section (a)(1) shall include provisions to ensure that*
24 *the riparian area of the Campus may not be devel-*
25 *oped or used for any purposes other than the con-*

1 *tinuing maintenance of any development, use, or in-*
2 *frastructure (including roads and pathways) existing*
3 *at the time of the execution of the transfer of adminis-*
4 *trative jurisdiction over the Campus under this sec-*
5 *tion.*

6 (2) *RIPARIAN AREA OF THE CAMPUS DEFINED.—*
7 *In this subsection, the term “riparian area of the*
8 *Campus” means the area designated in the map re-*
9 *ferred to in subsection (m) as “Riparian Area (Area*
10 *F)”.*

11 (h) *PROHIBITING USE OF FEDERAL FUNDS FOR STA-*
12 *DIUM.—The Declaration of Covenants entered into under*
13 *subsection (a)(1) shall include provisions to ensure that the*
14 *District may not use Federal funds for stadium purposes*
15 *on the Campus, including training facilities, offices, and*
16 *other structures necessary to support a stadium.*

17 (i) *TERM.—The transfer of administrative jurisdiction*
18 *over the Campus under this section shall be in effect for*
19 *a term of not less than 99 years, and may be renewed for*
20 *subsequent periods agreed to by the Secretary and the Dis-*
21 *trict.*

22 (j) *REVERSION OF ADMINISTRATIVE JURISDICTION.—*
23 (1) *GROUNDS FOR REVERSION.—The Declaration*
24 *of Covenants entered into under subsection (a)(1)*
25 *shall include provisions stating that administrative*

1 *jurisdiction over the Campus transferred under this*
2 *section shall revert to the Secretary if each of the fol-*
3 *lowing occurs:*

4 (A) *The terms and conditions of the Dec-*
5 *laration of Covenants have not been complied*
6 *with, as reasonably determined by the Secretary.*

7 (B) *Such noncompliance has not been cor-*
8 *rected within 90 days after written notice of such*
9 *noncompliance has been received by the District.*
10 *Such noncompliance shall be treated as corrected*
11 *if the District and the Secretary enter into an*
12 *agreement that the Secretary finds adequate to*
13 *ensure that the Campus will be developed and*
14 *used in a manner consistent with the purposes*
15 *referred to in subsection (b).*

16 (2) *TIMING.*—*The Secretary may not seek the re-*
17 *version of administrative jurisdiction over the Cam-*
18 *pus under this subsection before the expiration of 90*
19 *days after the date on which written notice of the al-*
20 *leged violation is received by the District. The notice*
21 *shall include notice of the Secretary’s intention for*
22 *administrative jurisdiction over the Campus to revert*
23 *to the Secretary.*

24 (3) *COST OF REHABILITATING PROPERTY.*—*The*
25 *Declaration of Covenants entered into under sub-*

1 *section (a)(1) shall include provisions requiring the*
2 *District to bear the actual cost of removing structures*
3 *from or rehabilitating the Campus if administrative*
4 *jurisdiction over the Campus reverts to the Secretary*
5 *under this subsection.*

6 *(k) RULE OF CONSTRUCTION RELATED TO THE APPLI-*
7 *CABILITY TO THE ADMINISTRATIVE JURISDICTION TRANS-*
8 *FER.—Nothing in this section may be construed to affect*
9 *or limit the application of or obligation to comply with the*
10 *Comprehensive Environmental Response, Compensation,*
11 *and Liability Act of 1980 (42 U.S.C. 9601 et seq.) and the*
12 *Solid Waste Disposal Act (42 U.S.C. 6901 et seq.).*

13 *(l) CONFORMING AMENDMENT; TERMINATION OF EX-*
14 *ISTING LEASE.—Effective on the date of the transfer of ad-*
15 *ministrative jurisdiction over the Campus under this sec-*
16 *tion—*

17 *(1) the District of Columbia Stadium Act of*
18 *1957 (sec. 3–321 et seq., D.C. Official Code) is re-*
19 *pealed; and*

20 *(2) the lease dated January 14, 1988, between*
21 *the United States and the District for the use of the*
22 *Campus, as authorized by section 7(b)(1)(B) of such*
23 *Act (sec. 3–326(b)(1)(B), D.C. Official Code), is ter-*
24 *minated.*

1 (m) *DEFINITION.*—*In this Act, the term “Robert F.*
2 *Kennedy Memorial Stadium Campus” means the approxi-*
3 *mately 174 acres of Federal land as generally depicted on*
4 *the map entitled “Anacostia Park, Robert F. Kennedy Me-*
5 *morial Stadium Campus – Transfer of Administrative Ju-*
6 *risdiction”, numbered 831/189,767, and dated January*
7 *2024.*

 Amend the title so as to read: “A bill to direct the Secretary of the Interior to transfer administrative jurisdiction over the Robert F. Kennedy Memorial Stadium Campus to the District of Columbia so that the District may use the Campus for purposes including residential and commercial development, and for other purposes.”.

8 **SECTION 1. SHORT TITLE.**

9 **This Act may be cited as the “D.C. Robert**
10 **F. Kennedy Memorial Stadium Campus Revi-**
11 **talization Act”.**

12 **SEC. 2. TRANSFER OF ADMINISTRATIVE JURISDICTION**
13 **OVER RFK MEMORIAL STADIUM CAMPUS TO**
14 **GENERAL SERVICES ADMINISTRATION.**

15 **(a) TRANSFER.**—**The District of Columbia**
16 **Stadium Act of 1957 (sec. 3–321 et seq., D.C. Of-**
17 **ficial Code) is amended by adding after sec-**
18 **tion 7 the following new section:**

1 **“SEC. 8. TRANSFER OF PROPERTY TO GENERAL SERVICES**
2 **ADMINISTRATION FOR LEASE TO DISTRICT**
3 **OF COLUMBIA.**

4 **“(a) TRANSFER.—**

5 **“(1) IN GENERAL.—Effective on the**
6 **date of the enactment of the D.C. Robert**
7 **F. Kennedy Memorial Stadium Campus**
8 **Revitalization Act—**

9 **“(A) administrative jurisdiction**
10 **over the Robert F. Kennedy Memorial**
11 **Stadium Campus (hereafter referred**
12 **to as the ‘Campus’), including any im-**
13 **provements and existing facilities**
14 **thereon, is transferred at no cost to**
15 **the Administrator of General Services**
16 **(hereafter referred to as the ‘Adminis-**
17 **trator’); and**

18 **“(B) the Administrator shall as-**
19 **sume the responsibilities of the Direc-**
20 **tor of the National Park Service**
21 **under the lease described in para-**
22 **graph (3).**

23 **“(2) SURVEY.—**

24 **“(A) REQUIRING SURVEY.—After the**
25 **transfer of administrative jurisdic-**
26 **tion under paragraph (1), the Admin-**

1 **istrator, in consultation with the Sec-**
2 **retary of the Interior (hereafter re-**
3 **ferred to as the ‘Secretary’), shall con-**
4 **duct a survey of the Campus, which**
5 **shall determine the exact acreage and**
6 **legal description of the Campus by a**
7 **boundary survey prepared by a quali-**
8 **fied Federally-, State-, or District of**
9 **Columbia-licensed surveyor who is**
10 **approved by the Administrator.**

11 **“(B) SUBMISSION TO CONGRESS.—**
12 **Upon completion, the survey con-**
13 **ducted under subparagraph (A) shall**
14 **be submitted to—**

15 **“(i) the Committee on Over-**
16 **sight and Accountability, the**
17 **Committee on Natural Resources,**
18 **and the Committee on Transpor-**
19 **tation and Infrastructure of the**
20 **House of Representatives; and**

21 **“(ii) the Committee on Home-**
22 **land Security and Governmental**
23 **Affairs, the Committee on Envi-**
24 **ronment and Public Works, and**

1 **the Committee on Energy and**
2 **Natural Resources of the Senate.**

3 **“(C) AVAILABILITY OF SURVEY AND**
4 **MAP FOR PUBLIC INSPECTION.—The sur-**
5 **vey conducted under subparagraph**
6 **(A), together with the map of the**
7 **Campus referred to in subsection (f),**
8 **shall be kept on file and available for**
9 **public inspection in the appropriate**
10 **offices of the General Services Ad-**
11 **ministration.**

12 **“(3) LEASE DESCRIBED.—The lease de-**
13 **scribed in this paragraph is the lease**
14 **dated January 14, 1988, between the**
15 **United States and the District of Colum-**
16 **bia for the use of the Campus, as author-**
17 **ized by section 7(b)(1)(B) (sec. 3-**
18 **326(b)(1)(B), D.C. Official Code).**

19 **“(b) NEW LEASE TO DISTRICT OF COLUM-**
20 **BIA.—**

21 **“(1) REQUIRING LEASE; TERMS AND CON-**
22 **DITIONS.—Not later than 180 days after**
23 **the transfer of administrative jurisdic-**
24 **tion under subsection (a) is completed,**
25 **the Administrator shall enter into a lease**

1 **without consideration with the District of**
2 **Columbia under which the District may**
3 **use the Campus for any of the following**
4 **purposes, subject to paragraph (5) and**
5 **such other terms and conditions as may**
6 **be agreed to by the Administrator and**
7 **the District:**

8 **“(A) Stadium purposes, including**
9 **training facilities, offices, and other**
10 **structures necessary to support a sta-**
11 **dium.**

12 **“(B) Commercial and residential**
13 **development.**

14 **“(C) Providing recreational facili-**
15 **ties, open space, and public outdoor**
16 **recreation opportunities.**

17 **“(D) Such other public purposes**
18 **for which the Campus was used prior**
19 **to June 1, 1985.**

20 **“(E) Such other public purposes**
21 **for which the Campus was approved**
22 **for use by the Secretary with the con-**
23 **currence of the National Capital**
24 **Planning Commission prior to June 1,**
25 **1985.**

1 **“(2) SPECIFIC REQUIREMENTS RELATING**
2 **TO USE OF CAMPUS FOR STADIUM, COMMER-**
3 **CIAL, OR RESIDENTIAL DEVELOPMENT.—The**
4 **lease entered into under this subsection**
5 **shall include provisions to require the**
6 **District of Columbia to meet the fol-**
7 **lowing requirements as a condition of**
8 **using the Campus for stadium, commer-**
9 **cial, or residential development:**

10 **“(A) The District shall ensure that**
11 **the development or use does not ma-**
12 **terially degrade or adversely impact**
13 **any lands under the jurisdiction of**
14 **the National Park Service, including**
15 **the restoration of the wetlands south**
16 **of Kingman Island.**

17 **“(B) The District shall designate**
18 **at least 30 percent of the Campus (ex-**
19 **cluding the riparian area of the Cam-**
20 **pus, as defined in paragraph (5)(B))**
21 **as parks, recreation, or open space.**

22 **“(C) The District shall ensure that**
23 **the development provides for im-**
24 **proved public access to the Anacostia**

1 **River and shall not interrupt the Ana-**
2 **costia River Trail.**

3 **“(D) The District shall, to the ex-**
4 **tent necessary, ensure that parking**
5 **facilities are provided to accommo-**
6 **date the development.**

7 **“(E) The District shall provide for**
8 **adequate public safety and security**
9 **measures and resources in the plan-**
10 **ning and ongoing management of the**
11 **development.**

12 **“(F) The District shall carry out**
13 **measures that, to the greatest extent**
14 **practicable, will reduce the impact of**
15 **noise and traffic on surrounding resi-**
16 **dential areas in the District.**

17 **“(3) REMITTANCE OF COSTS INCURRED BY**
18 **ADMINISTRATOR.—The lease entered into**
19 **under this subsection shall include provi-**
20 **sions to require the District of Columbia**
21 **to reimburse the Administrator for any**
22 **actual costs incurred by the Adminis-**
23 **trator in carrying out the lease.**

24 **“(4) NATIONAL ENVIRONMENTAL POLICY**
25 **ACT.—The District of Columbia shall be**

1 responsible for any obligations under the
2 National Environmental Policy Act of
3 1969 (42 U.S.C. 4321 et seq.) in carrying
4 out the lease entered into under this sub-
5 section.

6 “(5) SPECIAL RULES FOR RIPARIAN
7 AREA.—

8 “(A) RESTRICTION ON DEVELOPMENT
9 AND USE.—The riparian area of the
10 Campus may not be developed or
11 used for any purposes other than the
12 continuing maintenance of any devel-
13 opment, use, or infrastructure (in-
14 cluding roads and pathways) existing
15 at the time of the transfer of adminis-
16 trative jurisdiction under subsection
17 (a)(1)(A).

18 “(B) RIPARIAN AREA OF THE CAMPUS
19 DEFINED.—In this section, the term ‘ri-
20 parian area of the Campus’ means the
21 area designated in the map referred
22 to in subsection (f) as ‘Riparian Area
23 (Area F)’.

24 “(6) INCLUSION OF SURVEY.—The Ad-
25 ministrator shall incorporate in the lease

1 entered into under this subsection the
2 survey conducted under subsection (a)(2).

3 **“(7) LENGTH OF LEASE PERIOD.—**The
4 lease entered into under this subsection
5 shall be for a period of 99 years, and may
6 be renewed for subsequent periods
7 agreed to by the Administrator and the
8 District of Columbia.

9 **“(8) TERMINATION OF PRIOR LEASE.—**Ef-
10 fective on the entering into of the lease
11 under this subsection, the lease described
12 in subsection (a)(3) shall terminate.

13 **“(c) TERMINATION OF NEW LEASE.—**

14 **“(1) GROUNDS FOR TERMINATION.—**The
15 lease entered into under subsection (b)
16 shall provide for the termination of the
17 lease prior to its expiration if each of the
18 following occurs:

19 **“(A) The terms and conditions of**
20 **the lease have not been reasonably**
21 **complied with, as determined by the**
22 **Administrator.**

23 **“(B) Such noncompliance has not**
24 **been corrected within 90 days after**
25 **written notice of such noncompliance**

1 has been received by the District of
2 Columbia. Such noncompliance shall
3 be treated as corrected if the District
4 and the Administrator enter into an
5 agreement, with the concurrence of
6 the National Capital Planning Com-
7 mission, which the Administrator
8 considers adequate to ensure that the
9 Campus will be used in a manner
10 consistent with the purposes referred
11 to in subsection (b).

12 “(2) **TIMING.**—The Administrator may
13 not bring an action respecting a violation
14 of any term or condition of the lease en-
15 tered into under subsection (b) before the
16 expiration of 90 days after the date on
17 which the Administrator has notified the
18 District of Columbia of the alleged viola-
19 tion. The notice shall include notice of
20 the Administrator’s intention to bring an
21 action to terminate the lease under para-
22 graph (1).

23 “(3) **COST OF REHABILITATING PROP-**
24 **ERTY.**—The lease entered into under sub-
25 section (b) shall provide that the District

1 of Columbia shall bear the actual cost of
2 removing structures from or rehabili-
3 tating the Campus if the lease is termi-
4 nated under this subsection.

5 “(4) USE OF PROPERTY AFTER TERMI-
6 NATION OF LEASE.—Any property which is
7 the subject of the lease entered into
8 under subsection (b) shall, if the lease is
9 terminated under this subsection, be ad-
10 ministered as Federal property which
11 may be considered for sale, lease, or ex-
12 change under section 412 of title IV of Di-
13 vision H of the Consolidated Appropria-
14 tions Act, 2005 (Public Law 108–447; 118
15 Stat. 3259), except as follows:

16 “(A) The riparian area of the
17 Campus (as defined in subsection
18 (b)(5)(B)) may not be sold, leased, or
19 exchanged to any non-Federal person.

20 “(B) The Administrator (or, if the
21 property is sold, leased, or ex-
22 changed, the person to whom the
23 property is sold, leased, or ex-
24 changed) shall ensure that activities
25 on the property do not materially de-

1 **grade or adversely impact any lands**
2 **under the jurisdiction of the National**
3 **Park Service.**

4 **“(C) The Administrator (or, if the**
5 **property is sold, leased, or ex-**
6 **changed, the person to whom the**
7 **property is sold, leased, or ex-**
8 **changed) shall ensure that at least 30**
9 **percent of the property (excluding**
10 **the riparian area of the Campus, as**
11 **defined in subsection (b)(5)(B)) is**
12 **maintained for parks, recreation, or**
13 **open space.**

14 **“(d) PROHIBITING INTERESTED PARTIES**
15 **FROM BENEFITTING FROM DEVELOPMENT.—No**
16 **Member of Congress, Delegate or Resident**
17 **Commissioner to the Congress, or any other**
18 **official of the Government of the United**
19 **States or the Government of the District of**
20 **Columbia shall be admitted to any share or**
21 **part of the lease entered into under sub-**
22 **section (b) or to any benefit that may arise**
23 **therefrom, including any contract or agree-**
24 **ment made, entered into, or accepted by or on**
25 **behalf of the United States or the District as**

1 a result of such lease. Nothing in the previous
2 sentence may be construed to apply to a per-
3 son who is a shareholder or other beneficial
4 owner of any publicly held corporation or
5 other entity, if the lease is for the general ben-
6 efit of such corporation or other entity.

7 “(e) RULES OF CONSTRUCTION.—Nothing in
8 this section may be construed—

9 “(1) to require the Secretary or Ad-
10 ministrator to pay any costs and ex-
11 penses which are incurred by the District
12 of Columbia or any other party (other
13 than the United States) at any time, in-
14 cluding in connection with carrying out
15 this section; or

16 “(2) to impose on the Administrator
17 any obligations and liabilities associated
18 with the Campus under environmental
19 laws, including the National Environ-
20 mental Policy Act of 1969 (42 U.S.C. 4321
21 et seq.) and the Comprehensive Environ-
22 mental Response, Compensation, and Li-
23 ability Act of 1980 (42 U.S.C. 9601 et seq.).

24 “(f) DEFINITION.—In this section, the term
25 ‘Robert F. Kennedy Memorial Stadium Cam-

1 **pus’ means the approximately 174 acres of**
2 **Federal land as generally depicted on the map**
3 **entitled ‘Anacostia Park, Robert F. Kennedy**
4 **Memorial Stadium Proposed Land Transfer’,**
5 **numbered 831/189,767, and dated September**
6 **2023.”.**

7 **(b) CONFORMING AMENDMENT.—Effective**
8 **on the date of the execution of the lease be-**
9 **tween the Administrator and the District of**
10 **Columbia required by section 8(b) of the Dis-**
11 **trict of Columbia Stadium Act of 1957, as**
12 **added by subsection (a), section 7 of such Act**
13 **(sec. 3–326, D.C. Official Code) is repealed.**

Union Calendar No. 329

118TH CONGRESS
2^D SESSION

H. R. 4984

[Report No. 118-400, Parts I and II]

A BILL

To amend the District of Columbia Stadium Act of 1957 to provide for the transfer of administrative jurisdiction over the Robert F. Kennedy Memorial Stadium Campus to the Administrator of General Services and the leasing of the Campus to the District of Columbia for purposes which include commercial and residential development, and for other purposes.

FEBRUARY 23, 2024

Reported from the Committee on Natural Resources with amendments

FEBRUARY 23, 2024

Reported from the Committee on Oversight and Accountability with an amendment

FEBRUARY 23, 2024

Committee on Transportation and Infrastructure discharged; committed to the Committee of the Whole House on the State of the Union and ordered to be printed