

**AMENDMENT IN THE NATURE OF A SUBSTITUTE
TO H.R. 4984
OFFERED BY MR. WESTERMAN OF ARKANSAS**

Strike all after the enacting clause and insert the following:

1 SECTION 1. SHORT TITLE.

2 This Act may be cited as the “D.C. Robert F. Ken-
3 nedy Memorial Stadium Campus Revitalization Act”.

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

7 (a) EXERCISE OF TRANSFER AUTHORITY.—

8 (1) TRANSFER.—Not later than 180 days after
9 the date of the enactment of this Act, the Secretary
10 of the Interior (hereafter referred to as the “Sec-
11 retary”), acting under the authority of section 8124
12 of title 40, United States Code (except as provided
13 under paragraph (2)), shall transfer administrative
14 jurisdiction over the Robert F. Kennedy Memorial
15 Stadium Campus (hereafter referred to as the
16 “Campus”) to the District of Columbia (hereafter
17 referred to as the “District”), subject to a Declara-
18 tion of Covenants with the District which is con-

1 sistent with the succeeding provisions of this Act
2 and which includes such other terms and conditions
3 as may be agreed to by the Secretary and the Dis-
4 trict.

5 (2) WAIVER OF REQUIREMENT FOR PRIOR REC-
6 COMMENDATION OF NATIONAL CAPITAL PLANNING
7 COMMISSION.—The second sentence of section
8 8124(a) of title 40, United States Code, shall not
9 apply to the transfer of administrative jurisdiction
10 over the Campus under this section.

11 (3) NO EFFECT ON STATUS OF OWNERSHIP OF
12 CAMPUS.—Consistent with section 8124 of title 40,
13 United States Code, the transfer of administrative
14 jurisdiction over the Campus under this section does
15 not change the status of the ownership of the Cam-
16 pus by the United States.

17 (b) DEVELOPMENT AND USES OF CAMPUS.—After
18 transfer of administrative jurisdiction over the Campus
19 under this section, the District may develop and use, and
20 permit the development and use of, the Campus for any
21 of the following purposes:

22 (1) Stadium purposes, including training facili-
23 ties, offices, and other structures necessary to sup-
24 port a stadium.

25 (2) Commercial and residential development.

1 (3) Facilities, open space, and public outdoor
2 opportunities, which may include supporting cultural
3 activities, educational activities, and recreational ac-
4 tivities, as such terms are defined in section 3306(a)
5 of title 40, United States Code.

6 (4) Such other public purposes for which the
7 Campus was used or approved for use prior to June
8 1, 1985.

9 (5) Demolition purposes to facilitate develop-
10 ment and use of the Campus under subparagraphs
11 (1) through (4).

12 (c) SPECIFIC REQUIREMENTS RELATING TO DEVEL-
13 OPMENT AND USE OF CAMPUS.—The Declaration of Cov-
14 enants entered into under subsection (a)(1) shall include
15 provisions to require the District to meet the following re-
16 quirements as a condition of the development and use of
17 the Campus as set forth under subsection (b) after trans-
18 fer of administrative jurisdiction over the Campus under
19 this section:

20 (1) The District shall ensure that the develop-
21 ment and use does not materially degrade or ad-
22 versely impact any lands under the jurisdiction of
23 the National Park Service, including the restoration
24 of the wetlands south of Kingman Island.

1 (2) The District shall designate, develop, oper-
2 ate, and maintain at least 30 percent of the Campus
3 (excluding the riparian area of the Campus as de-
4 fined in subsection (g)(2)) as the “Robert F. Ken-
5 neddy Memorial Park” as parks and open space to
6 provide land for passive and active outdoor recre-
7 ation and shall require that portion to be reserved
8 for such purposes for the duration of the transfer.

9 (3) The District shall ensure that the develop-
10 ment and use provides for improved public access to
11 the Anacostia River and shall not interrupt the Ana-
12 costia River Trail.

13 (4) The District shall, to the extent necessary,
14 ensure that parking facilities are provided to accom-
15 modate the development.

16 (5) The District shall provide for adequate pub-
17 lic safety and security measures and resources in the
18 planning and ongoing management of the develop-
19 ment.

20 (6) The District shall carry out measures that,
21 to the greatest extent practicable, will reduce the im-
22 pact of noise and traffic of the development on sur-
23 rounding residential areas in the District.

1 (7) The District shall operate and maintain the
2 riparian area of the Campus in accordance with sub-
3 section (g).

4 (8) The District shall ensure that no Member
5 of Congress, Delegate or Resident Commissioner to
6 the Congress, or any other official of the Govern-
7 ment of the United States or the Government of the
8 District of Columbia shall be admitted to any share
9 or part of any lease entered into by the District in
10 the exercise of the administrative jurisdiction over
11 the Campus transferred under this section, or to any
12 benefit that may arise therefrom, including any con-
13 tract or agreement made, entered into, or accepted
14 by or on behalf of the District as a result of this sec-
15 tion. Nothing in the previous sentence may be con-
16 strued to apply to a person who is a shareholder or
17 other beneficial owner of any publicly held corpora-
18 tion or other entity, if the lease is for the general
19 benefit of such corporation or other entity.

20 (d) SURVEY.—

21 (1) REQUIRING SURVEY.—As soon as prac-
22 ticable after the date of the enactment of this Act,
23 the District shall conduct a survey of the Campus,
24 which shall determine the exact acreage and legal
25 description of the Campus by a boundary survey

1 prepared by a qualified Federally-, State-, or Dis-
2 trict-licensed surveyor who is approved by the Sec-
3 retary.

4 (2) SUBMISSION TO CONGRESS.—Upon comple-
5 tion, the survey conducted under paragraph (1) shall
6 be submitted to—

7 (A) the Committee on Oversight and Ac-
8 countability and the Committee on Natural Re-
9 sources of the House of Representatives; and

10 (B) the Committee on Homeland Security
11 and Governmental Affairs and the Committee
12 on Energy and Natural Resources of the Sen-
13 ate.

14 (3) INCORPORATION IN DECLARATION OF COV-
15 ENANTS FOR TRANSFER.—The survey conducted
16 under paragraph (1) shall be incorporated in the
17 Declaration of Covenants entered into under sub-
18 section (a)(1).

19 (4) AVAILABILITY OF SURVEY AND MAP FOR
20 PUBLIC INSPECTION.—The survey conducted under
21 paragraph (1), together with the map of the Campus
22 referred to in subsection (m), shall be kept on file
23 and available for public inspection in the appropriate
24 offices of the Secretary.

1 (e) MEMORANDUM OF UNDERSTANDING.—As a con-
2 dition of the development and use of the Campus after
3 transfer of administrative jurisdiction over the Campus
4 under this section, the Secretary and the District shall
5 enter into a memorandum of understanding to determine
6 an allocation of the costs of carrying out all responsibilities
7 of the United States and the District with respect to the
8 Campus under the Comprehensive Environmental Re-
9 sponse, Compensation, and Liability Act of 1980 (42
10 U.S.C. 9601 et seq.) and the Solid Waste Disposal Act
11 (42 U.S.C. 6901 et seq.), including any costs of any re-
12 sponse action with respect to any contamination present
13 on the Campus.

14 (f) COSTS.—

15 (1) COSTS OF TRANSFER.—The District shall
16 be responsible for payment of any costs of carrying
17 out the transfer of administrative jurisdiction over
18 the Campus under this section, including—

19 (A) any costs of carrying out the survey
20 under subsection (d); and

21 (B) any costs of carrying out any environ-
22 mental analysis required under Federal law.

23 (2) COSTS AFTER TRANSFER.—Except as pro-
24 vided under the memorandum of understanding en-
25 tered into under subsection (e), the Secretary shall

1 not be responsible for payment of any costs or ex-
2 penses that are incurred by the District or any other
3 party (other than the United States) associated with
4 the Campus after the transfer of administrative ju-
5 risdiction under this section.

6 (g) SPECIAL RULES FOR RIPARIAN AREA.—

7 (1) RESTRICTION ON DEVELOPMENT AND
8 USE.—The Declaration of Covenants entered into
9 under subsection (a)(1) shall include provisions to
10 ensure that the riparian area of the Campus may
11 not be developed or used for any purposes other
12 than the continuing maintenance of any develop-
13 ment, use, or infrastructure (including roads and
14 pathways) existing at the time of the execution of
15 the transfer of administrative jurisdiction over the
16 Campus under this section.

17 (2) RIPARIAN AREA OF THE CAMPUS DE-
18 FINED.—In this subsection, the term “riparian area
19 of the Campus” means the area designated in the
20 map referred to in subsection (m) as “Riparian Area
21 (Area F)”.

22 (h) PROHIBITING USE OF FEDERAL FUNDS FOR
23 STADIUM.—The Declaration of Covenants entered into
24 under subsection (a)(1) shall include provisions to ensure
25 that the District may not use Federal funds for stadium

1 purposes on the Campus, including training facilities, of-
2 fices, and other structures necessary to support a stadium.

3 (i) TERM.—The transfer of administrative jurisdic-
4 tion over the Campus under this section shall be in effect
5 for a term of not less than 99 years, and may be renewed
6 for subsequent periods agreed to by the Secretary and the
7 District.

8 (j) REVERSION OF ADMINISTRATIVE JURISDIC-
9 TION.—

10 (1) GROUNDS FOR REVERSION.—The Declara-
11 tion of Covenants entered into under subsection
12 (a)(1) shall include provisions stating that adminis-
13 trative jurisdiction over the Campus transferred
14 under this section shall revert to the Secretary if
15 each of the following occurs:

16 (A) The terms and conditions of the Dec-
17 laration of Covenants have not been complied
18 with, as reasonably determined by the Sec-
19 retary.

20 (B) Such noncompliance has not been cor-
21 rected within 90 days after written notice of
22 such noncompliance has been received by the
23 District. Such noncompliance shall be treated
24 as corrected if the District and the Secretary
25 enter into an agreement that the Secretary

1 finds adequate to ensure that the Campus will
2 be developed and used in a manner consistent
3 with the purposes referred to in subsection (b).

4 (2) TIMING.—The Secretary may not seek the
5 reversion of administrative jurisdiction over the
6 Campus under this subsection before the expiration
7 of 90 days after the date on which written notice of
8 the alleged violation is received by the District. The
9 notice shall include notice of the Secretary’s inten-
10 tion for administrative jurisdiction over the Campus
11 to revert to the Secretary.

12 (3) COST OF REHABILITATING PROPERTY.—
13 The Declaration of Covenants entered into under
14 subsection (a)(1) shall include provisions requiring
15 the District to bear the actual cost of removing
16 structures from or rehabilitating the Campus if ad-
17 ministrative jurisdiction over the Campus reverts to
18 the Secretary under this subsection.

19 (k) RULE OF CONSTRUCTION RELATED TO THE AP-
20 PPLICABILITY TO THE ADMINISTRATIVE JURISDICTION
21 TRANSFER.—Nothing in this section may be construed to
22 affect or limit the application of or obligation to comply
23 with the Comprehensive Environmental Response, Com-
24 pensation, and Liability Act of 1980 (42 U.S.C. 9601 et

1 seq.) and the Solid Waste Disposal Act (42 U.S.C. 6901
2 et seq.).

3 (l) CONFORMING AMENDMENT; TERMINATION OF
4 EXISTING LEASE.—Effective on the date of the transfer
5 of administrative jurisdiction over the Campus under this
6 section—

7 (1) the District of Columbia Stadium Act of
8 1957 (sec. 3–321 et seq., D.C. Official Code) is re-
9 pealed; and

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

15 (m) DEFINITION.—In this Act, the term “Robert F.
16 Kennedy Memorial Stadium Campus” means the approxi-
17 mately 174 acres of Federal land as generally depicted on
18 the map entitled “Anacostia Park, Robert F. Kennedy Me-
19 morial Stadium Campus – Transfer of Administrative Ju-
20 risdiction”, numbered 831/189,767, and dated January
21 2024.

Amend the title so as to read: “A bill to direct the
Secretary of the Interior to transfer administrative juris-
diction 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.”.

