

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

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                   GENERAL SERVICES ADMINISTRATION.**

7       (a) TRANSFER.—The District of Columbia Stadium  
8 Act of 1957 (sec. 3–321 et seq., D.C. Official Code) is  
9 amended by adding at the end the following new section:

**10 “SEC. 8. TRANSFER OF PROPERTY TO GENERAL SERVICES  
11                   ADMINISTRATION FOR LEASE TO DISTRICT  
12                   OF COLUMBIA.**

13       “(a) TRANSFER.—

14               “(1) IN GENERAL.—Effective on the date of the  
15 enactment of the D.C. Robert F. Kennedy Memorial  
16 Stadium Campus Revitalization Act—

17               “(A) administrative jurisdiction over the  
18 Robert F. Kennedy Memorial Stadium Campus

1 (hereafter referred to as the ‘Campus’), includ-  
2 ing any improvements and existing facilities  
3 thereon, is transferred at no cost to the Admin-  
4 istrator of General Services (hereafter referred  
5 to as the ‘Administrator’); and

6 “(B) the Administrator shall assume the  
7 responsibilities of the Director of the National  
8 Park Service under the lease described in para-  
9 graph (3).

10 “(2) SURVEY.—

11 “(A) REQUIRING SURVEY.—After the  
12 transfer of administrative jurisdiction under  
13 paragraph (1), the Administrator, in consulta-  
14 tion with the Secretary of the Interior (here-  
15 after referred to as the ‘Secretary’), shall con-  
16 duct a survey of the Campus, which shall deter-  
17 mine the exact acreage and legal description of  
18 the Campus by a boundary survey prepared by  
19 a qualified Federally-, State-, or District of Co-  
20 lumbia-licensed surveyor who is approved by the  
21 Administrator.

22 “(B) SUBMISSION TO CONGRESS.—Upon  
23 completion, the survey conducted under sub-  
24 paragraph (A) shall be submitted to—

1 “(i) the Committee on Oversight and  
2 Accountability, the Committee on Natural  
3 Resources, and the Committee on Trans-  
4 portation and Infrastructure of the House  
5 of Representatives; and

6 “(ii) the Committee on Homeland Se-  
7 curity and Governmental Affairs, the Com-  
8 mittee on Environment and Public Works,  
9 and the Committee on Energy and Natural  
10 Resources of the Senate.

11 “(C) AVAILABILITY OF SURVEY AND MAP  
12 FOR PUBLIC INSPECTION.—The survey con-  
13 ducted under subparagraph (A), together with  
14 the map of the Campus referred to in sub-  
15 section (f), shall be kept on file and available  
16 for public inspection in the appropriate offices  
17 of the General Services Administration.

18 “(3) LEASE DESCRIBED.—The lease described  
19 in this paragraph is the lease dated January 14,  
20 1988, between the United States and the District of  
21 Columbia for the use of the Campus, as authorized  
22 by section 7(b)(1)(B) (sec. 3–326(b)(1)(B), D.C. Of-  
23 ficial Code).

24 “(b) NEW LEASE TO DISTRICT OF COLUMBIA.—

1           “(1) REQUIRING LEASE; TERMS AND CONDI-  
2           TIONS.—Not later than 180 days after the transfer  
3           of administrative jurisdiction under subsection (a) is  
4           completed, the Administrator shall enter into a lease  
5           without consideration with the District of Columbia  
6           under which the District may use the Campus for  
7           any of the following purposes, subject to paragraph  
8           (5) and such other terms and conditions as may be  
9           agreed to by the Administrator and the District:

10                   “(A) Stadium purposes, including training  
11                   facilities, offices, and other structures necessary  
12                   to support a stadium.

13                   “(B) Commercial and residential develop-  
14                   ment.

15                   “(C) Providing recreational facilities, open  
16                   space, and public outdoor recreation opportuni-  
17                   ties.

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

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

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

9                   “(A) The District shall ensure that the de-  
10                  velopment or use does not materially degrade or  
11                  adversely impact any lands under the jurisdic-  
12                  tion of the National Park Service, including the  
13                  restoration of the wetlands south of Kingman  
14                  Island.

15                  “(B) The District shall designate at least  
16                  30 percent of the Campus (excluding the ripar-  
17                  ian area of the Campus, as defined in para-  
18                  graph (5)(B)) as parks, recreation, or open  
19                  space.

20                  “(C) The District shall ensure that the de-  
21                  velopment provides for improved public access  
22                  to the Anacostia River and shall not interrupt  
23                  the Anacostia River Trail.

1           “(D) The District shall, to the extent nec-  
2           essary, ensure that parking facilities are pro-  
3           vided to accommodate the development.

4           “(E) The District shall provide for ade-  
5           quate public safety and security measures and  
6           resources in the planning and ongoing manage-  
7           ment of the development.

8           “(F) The District shall carry out measures  
9           that, to the greatest extent practicable, will re-  
10          duce the impact of noise and traffic on sur-  
11          rounding residential areas in the District.

12          “(3) REMITTANCE OF COSTS INCURRED BY AD-  
13          MINISTRATOR.—The lease entered into under this  
14          subsection shall include provisions to require the  
15          District of Columbia to reimburse the Administrator  
16          for any actual costs incurred by the Administrator  
17          in carrying out the lease.

18          “(4) NATIONAL ENVIRONMENTAL POLICY  
19          ACT.—The District of Columbia shall be responsible  
20          for any obligations under the National Environ-  
21          mental Policy Act of 1969 (42 U.S.C. 4321 et seq.)  
22          in carrying out the lease entered into under this sub-  
23          section.

24          “(5) SPECIAL RULES FOR RIPARIAN AREA.—

1           “(A) RESTRICTION ON DEVELOPMENT AND  
2           USE.—The riparian area of the Campus may  
3           not be developed or used for any purposes other  
4           than the continuing maintenance of any devel-  
5           opment, use, or infrastructure (including roads  
6           and pathways) existing at the time of the trans-  
7           fer of administrative jurisdiction under sub-  
8           section (a)(1)(A).

9           “(B) RIPARIAN AREA OF THE CAMPUS DE-  
10          FINED.—In this section, the term ‘riparian area  
11          of the Campus’ means the area designated in  
12          the map referred to in subsection (f) as ‘Ripar-  
13          ian Area (Area F)’.

14          “(6) INCLUSION OF SURVEY.—The Adminis-  
15          trator shall incorporate in the lease entered into  
16          under this subsection the survey conducted under  
17          subsection (a)(2).

18          “(7) LENGTH OF LEASE PERIOD.—The lease  
19          entered into under this subsection shall be for a pe-  
20          riod of 99 years, and may be renewed for subsequent  
21          periods agreed to by the Administrator and the Dis-  
22          trict of Columbia.

23          “(8) TERMINATION OF PRIOR LEASE.—Effec-  
24          tive on the entering into of the lease under this sub-

1 section, the lease described in subsection (a)(3) shall  
2 terminate.

3 “(c) TERMINATION OF NEW LEASE.—

4 “(1) GROUNDS FOR TERMINATION.—The lease  
5 entered into under subsection (b) shall provide for  
6 the termination of the lease prior to its expiration if  
7 each of the following occurs:

8 “(A) The terms and conditions of the lease  
9 have not been reasonably complied with, as de-  
10 termined by the Administrator.

11 “(B) Such noncompliance has not been  
12 corrected within 90 days after written notice of  
13 such noncompliance has been received by the  
14 District of Columbia. Such noncompliance shall  
15 be treated as corrected if the District and the  
16 Administrator enter into an agreement, with  
17 the concurrence of the National Capital Plan-  
18 ning Commission, which the Administrator con-  
19 siders adequate to ensure that the Campus will  
20 be used in a manner consistent with the pur-  
21 poses referred to in subsection (b).

22 “(2) TIMING.—The Administrator may not  
23 bring an action respecting a violation of any term or  
24 condition of the lease entered into under subsection  
25 (b) before the expiration of 90 days after the date



1 on which the Administrator has notified the District  
2 of Columbia of the alleged violation. The notice shall  
3 include notice of the Administrator's intention to  
4 bring an action to terminate the lease under para-  
5 graph (1).

6 “(3) COST OF REHABILITATING PROPERTY.—  
7 The lease entered into under subsection (b) shall  
8 provide that the District of Columbia shall bear the  
9 actual cost of removing structures from or rehabili-  
10 tating the Campus if the lease is terminated under  
11 this subsection.

12 “(4) USE OF PROPERTY AFTER TERMINATION  
13 OF LEASE.—Any property which is the subject of the  
14 lease entered into under subsection (b) shall, if the  
15 lease is terminated under this subsection, be admin-  
16 istered as Federal property which may be considered  
17 for sale, lease, or exchange under section 412 of title  
18 IV of Division H of the Consolidated Appropriations  
19 Act, 2005 (Public Law 108–447; 118 Stat. 3259),  
20 except as follows:

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

1           “(B) The Administrator (or, if the prop-  
2           erty is sold, leased, or exchanged, the person to  
3           whom the property is sold, leased, or ex-  
4           changed) shall ensure that activities on the  
5           property do not materially degrade or adversely  
6           impact any lands under the jurisdiction of the  
7           National Park Service.

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

16          “(d) PROHIBITING INTERESTED PARTIES FROM  
17          BENEFITTING FROM DEVELOPMENT.—No Member of  
18          Congress, Delegate or Resident Commissioner to the Con-  
19          gress, or any other official of the Government of the  
20          United States or the Government of the District of Colum-  
21          bia shall be admitted to any share or part of the lease  
22          entered into under subsection (b) or to any benefit that  
23          may arise therefrom, including any contract or agreement  
24          made, entered into, or accepted by or on behalf of the  
25          United States or the District as a result of such lease.

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

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

8 “(1) to require the Secretary or Administrator  
9 to pay any costs and expenses which are incurred by  
10 the District of Columbia or any other party (other  
11 than the United States) at any time, including in  
12 connection with carrying out this section; or

13 “(2) to impose on the Administrator any obliga-  
14 tions and liabilities associated with the Campus  
15 under environmental laws, including the National  
16 Environmental Policy Act of 1969 (42 U.S.C. 4321  
17 et seq.) and the Comprehensive Environmental Re-  
18 sponse, Compensation, and Liability Act of 1980 (42  
19 U.S.C. 9601 et seq.).

20 “(f) DEFINITION.—In this section, the term ‘Robert  
21 F. Kennedy Memorial Stadium Campus’ means the ap-  
22 proximately 174 acres of Federal land as generally de-  
23 picted on the map entitled ‘Anacostia Park, Robert F.  
24 Kennedy Memorial Stadium Proposed Land Transfer’,  
25 numbered 831/189,767, and dated September 2023.”.

1 (b) CONFORMING AMENDMENT.—Effective on the  
2 date of the execution of the lease between the Adminis-  
3 trator and the District of Columbia required by section  
4 8(b) of the District of Columbia Stadium Act of 1957,  
5 as added by subsection (a), section 7 of such Act (sec.  
6 3–326, D.C. Official Code) is repealed.

