

Comparative Print: Bill to Bill Differences

Comparing the base document 118hr4984ih with H4984ANS_xml.Final.

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Omitted text is shown ~~stricken~~, new matter that is proposed is in underlined italics, and existing text in which no change is being proposed is shown in regular roman. Typesetting and stylistic characteristics, particularly in the headings and indentations, may not conform to how the text, if adopted, would be illustrated in subsequent versions of legislation or public law.

to H.R. 4984 Offered by Mr. Comer of Kentucky

Strike all after the enacting clause and insert the following:

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.~~

SECTION 1. SHORT TITLE.

This Act may be cited as the “D.C. Robert F. Kennedy Memorial Stadium Campus Revitalization Act”.

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

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

“SEC. 8. TRANSFER OF PROPERTY TO GENERAL SERVICES ADMINISTRATION FOR LEASE TO DISTRICT OF COLUMBIA.

“(a) TRANSFER.—

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

“(A) ~~the Secretary of the Interior (hereafter referred to as the ‘Secretary’)~~ shall transfer administrative jurisdiction over the Robert F. Kennedy Memorial Stadium Campus (hereafter referred to as the ‘Campus’), including any improvements and existing facilities thereon, is transferred at no cost to the Administrator of General Services (hereafter referred to as the ‘Administrator’); and

“(B) the Administrator shall assume the responsibilities of the Director of the National Park Service under the lease described in paragraph (3).

“(2) SURVEY.—

“(A) REQUIRING SURVEY.—After the transfer of administrative jurisdiction under paragraph (1), the Administrator, in consultation with the Secretary *of the Interior (hereafter referred to as the ‘Secretary’)*, shall conduct a survey of the Campus, which shall determine the exact acreage and legal description of the Campus by a boundary survey prepared by a qualified Federally-~~or, State-, or District of Columbia-~~licensed surveyor who is approved by the Administrator.

“(B) SUBMISSION TO CONGRESS.—Upon completion, the survey conducted under subparagraph (A) shall be submitted to—

“(i) the Committee on Oversight and ~~Accountability and~~ *Accountability*, the Committee on Natural Resources, *and the Committee on Transportation and Infrastructure* of the House of Representatives; and

“(ii) the Committee on Homeland Security and Governmental Affairs, *the Committee on Environment and Public Works*, and the Committee on Energy and Natural Resources of the Senate.

“(C) AVAILABILITY *OF SURVEY AND MAP* FOR PUBLIC INSPECTION.—~~A copy of the~~ *The* survey conducted under subparagraph (A), together with ~~the~~ *the* map of the Campus *referred to in subsection (f)*, shall be kept on file and available for public inspection in the appropriate offices of the ~~National Park Service, the Department of the Interior, and the~~ General Services Administration.

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

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

“(1) REQUIRING LEASE; TERMS AND CONDITIONS.—Not later than 180 days after the transfer of administrative jurisdiction under subsection (a) is completed, the Administrator shall enter into a lease without consideration with the District of Columbia under which the District may use the Campus for any of the following purposes, subject to ~~such~~ *paragraph (5) and such other* terms and conditions as may be agreed ~~upon~~ *to* by the Administrator and the ~~District, and subject to the approval of the National Capital Planning Commission~~ *District*:

“(A) *Stadium purposes, including training facilities, offices,* and ~~the~~ *the* Commission of Fine Arts:

“(A) ~~Stadium purposes~~

ther structures necessary to support a stadium.

“(B) Commercial and residential development.

“(C) Providing recreational facilities, open space, ~~or~~ *and* public outdoor recreation opportunities.

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

“(E) Such other public purposes for which the Campus was approved for use by the Secretary with the concurrence of the National Capital Planning Commission prior to June 1, 1985.

“(2) SPECIFIC REQUIREMENTS RELATING TO USE OF CAMPUS FOR *STADIUM,* ~~COMMERCIAL AND~~ *COMMERCIAL, OR* RESIDENTIAL DEVELOPMENT.—The lease entered into under this subsection shall include provisions to require the District of Columbia to meet the following requirements as a condition of using the Campus for *stadium, commercial and commercial, or* residential development:

“(A) The District shall ensure that the development *or use* does not materially degrade or adversely impact any lands under the jurisdiction of the National Park Service, including the restoration of the wetlands south of Kingman Island.

“(B) The District shall designate at least 30 percent of the Campus ~~as parks and~~ *(excluding the riparian area of the Campus, as defined in paragraph (5)(B)) as parks, recreation, or* open space.

“(C) The District shall ensure that the development provides for improved public access to the Anacostia River and shall not interrupt the Anacostia River Trail.

“(D) The District shall, to the extent necessary, ensure that parking facilities are provided to accommodate ~~residential and commercial~~ *the* development.

“(E) The District shall provide for adequate public safety and security measures and resources in the planning and ongoing management of the development.

“(F) The District shall carry out measures that, to the greatest extent practicable, will reduce the impact of noise and traffic on surrounding residential areas in the District.

“(3) Remittance of costs incurred by Administrator.—The lease entered into under this subsection shall include provisions to require the District of Columbia to reimburse the Administrator for any actual costs incurred by the Administrator in carrying out the lease.

“(4) NATIONAL ENVIRONMENTAL POLICY ACT.—The District of Columbia shall be responsible for any obligations under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) in carrying out the lease entered into under this subsection.

“(5) SPECIAL RULES FOR RIPARIAN AREA.—

“(A) RESTRICTION ON DEVELOPMENT AND USE.—The riparian area of the Campus may not be developed or used for any purposes other than the continuing maintenance of any development, use, or infrastructure (including roads and pathways) existing at the time of the transfer of administrative jurisdiction under subsection (a)(1)(A).

“(B) RIPARIAN AREA OF THE CAMPUS DEFINED.—In this section, the term ‘riparian area of the Campus’ means the area designated in the map referred to in subsection (f) as ‘Riparian Area (Area F)’.

“(6) INCLUSION OF SURVEY.—The Administrator shall incorporate in the lease entered into under this subsection the survey conducted under subsection (a)(2).

“(47) LENGTH OF LEASE PERIOD.—The lease entered into under this subsection shall be for a period of up to 99 years, and may be renewed for subsequent periods; as determined agreed to by the Administrator and the District of Columbia.

“(58) TERMINATION OF PRIOR LEASE.—Effective upon the entering into of the lease under this subsection, the lease described in subsection (a)(3) shall terminate.

“(c) TERMINATION OF NEW LEASE.—

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

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

“(B) Such noncompliance has not been corrected within 90 days after written notice of such noncompliance has been received by the ~~Mayor of the~~ District of Columbia. Such noncompliance shall be treated as corrected if the ~~District of Columbia~~ and the Administrator enter into an agreement, with the concurrence of the National Capital Planning Commission, which the Administrator considers adequate to ensure that the ~~property~~ Campus will be used in a manner consistent with the purposes referred to in subsection (b).

“(2) TIMING.—No person may The Administrator may not bring an action respecting a violation of any term or condition of the lease entered into under subsection (b) before the expiration of 90 days after the date on which ~~such person~~ the Administrator has notified the ~~Mayor of the~~ District of Columbia of the alleged violation. The notice shall include notice of ~~such person~~ the Administrator’s intention to bring an action to terminate the lease under paragraph (1).

“(3) COST OF REHABILITATING PROPERTY.—The lease entered into under subsection (b) shall provide that the District of Columbia shall bear the actual cost of removing structures from or rehabilitating the property which is the subject of the lease Campus if the lease is terminated under this subsection.

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

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

“(B) The Administrator (or, if the property is sold, leased, or exchanged, the person to whom the property is sold, leased, or exchanged) shall ensure that activities on the property do not materially degrade or adversely impact any lands under the jurisdiction of the National Park Service.

“(C) The Administrator (or, if the property is sold, leased, or exchanged, the person to whom the property is sold, leased, or exchanged) shall ensure that at least 30 percent of the property (excluding the riparian area of the Campus, as defined in subsection (b)(5)(B)) is maintained for parks, recreation, or open space.

“(d) PROHIBITING INTERESTED PARTIES FROM BENEFITTING FROM DEVELOPMENT.—No Member of Congress, Delegate or Resident Commissioner to the Congress, or any other official of the Government of the United States or the Government of the District of Columbia; shall be admitted to any share or part of the lease entered into under subsection (b) or to any benefit that may arise therefrom, including any contract or agreement made, entered into, or accepted by or on behalf of the United States or the District of Columbia as a result of such lease. Nothing in the previous sentence may be construed to apply to a person who is a shareholder or other beneficial owner of any publicly held corporation or other entity, if the lease is for the general benefit of such corporation or other entity.

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

“(1) to affect any obligations of the Secretary with respect to the Campus under require the Secretary or Administrator to pay any costs and expenses which are incurred by the District of Columbia or any other party (other than the United States) at any time, including in connection with carrying out this section; or

“(2) to impose on the Administrator any obligations and liabilities associated with the Campus under environmental laws, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) or and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.); or

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

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“(f) DEFINITION.—In this section, the term ‘Robert F. Kennedy Memorial Stadium Campus’ means the approximately 17424 acres of Federal land as generally depicted on the map entitled ‘Anacostia Park, Robert F. Kennedy Memorial Stadium Proposed Land Conveyance Transfer’, numbered 831/151,473,189,767, and dated July September 2019-2023.”

(b) CONFORMING AMENDMENT.—Effective upon the date of the transfer of administrative jurisdiction over the Robert F. Kennedy Memorial Stadium Campus under execution of the lease between the Administrator and the District of Columbia required by section 8(ab) of the District of Columbia Stadium Act of 1957, as added by subsection (a), section 7 of such Act (sec. 3–326, D.C. Official Code) is repealed.

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