

Jefferson	Millender	Schiff	Boehner	Gibbons	Manzullo	Sanders	Stark	Van Hollen
John	McDonald	Scott (GA)	Bonilla	Gilchrest	Markey	Sandlin	Stearns	Velazquez
Johnson, E. B.	Miller (NC)	Scott (VA)	Bonner	Gillmor	Marshall	Saxton	Stenholm	Visclosky
Jones (OH)	Miller, George	Serrano	Bono	Gingrey	Matheson	Schakowsky	Strickland	Vitter
Kanjorski	Mollohan	Sherman	Boozman	Gonzalez	Matsui	Schiff	Stupak	Walden (OR)
Kaptur	Moore	Skelton	Boswell	Goode	McCarthy (MO)	Schrock	Sullivan	Walsh
Kennedy (RI)	Nadler	Slaughter	Boucher	Goodlatte	McCarthy (NY)	Scott (GA)	Sweeney	Wamp
Kildee	Napolitano	Snyder	Boyd	Gordon	McCollum	Scott (VA)	Tancredo	Waters
Kilpatrick	Neal (MA)	Solis	Bradley (NH)	Goss	McCotter	Sensenbrenner	Tanner	Watson
Kind	Oberstar	Spratt	Brady (PA)	Granger	McCrery	Serrano	Tauscher	Waxman
Klecicka	Obey	Stark	Brown (SC)	Graves	McGovern	Sessions	Tauzin	Weiner
Kucinich	Olver	Stenholm	Brown, Corrine	Green (TX)	McHugh	Shadegg	Taylor (MS)	Taylor (FL)
Lampson	Owens	Strickland	Brown-Waite,	Green (WI)	McIntyre	Shaw	Taylor (NC)	Weldon (PA)
Langevin	Pallone	Stupak	Ginny	Greenwood	McKeon	Shays	Terry	Weller
Lantos	Pascarell	Tanner	Burgess	Grijalva	McNulty	Sherman	Thomas	Wexler
Larsen (WA)	Pastor	Tauscher	Burns	Gutierrez	Meehan	Sherwood	Thompson (CA)	Whitfield
Lee	Payne	Thompson (CA)	Burns	Gutknecht	Meek (FL)	Shimkus	Thompson (MS)	Wicker
Levin	Pelosi	Thompson (MS)	Buyer	Hall	Meeks (NY)	Shuster	Thornberry	Wilson (NM)
Lowe	Pomeroy	Tierney	Calvert	Harman	Menendez	Simmons	Tiberi	Wilson (SC)
Lucas (KY)	Price (NC)	Towns	Cannon	Harris	Mica	Simpson	Tierney	Wolf
Lynch	Rahall	Turner (TX)	Cantor	Hart	Michaud	Skelton	Towns	Woolsey
Majette	Rangel	Udall (CO)	Capito	Hastings (WA)	Millender-	Smith (NJ)	Turner (OH)	Wu
Maloney	Rodriguez	Udall (NM)	Capps	Hayes	McDonald	Smith (TX)	Turner (TX)	Wynn
Markey	Ross	Van Hollen	Capuano	Hayworth	Miller (FL)	Snyder	Udall (CO)	Young (AK)
Marshall	Rothman	Velazquez	Cardin	Hefley	Miller (MI)	Solis	Udall (NM)	Young (FL)
Matheson	Roybal-Allard	Wepersberger	Cardin	Hensarling	Miller (NC)	Souder	Upton	
Matsui	Rush	Waters	Carson (IN)	Herger	Miller, Gary			
McCarthy (MO)	Ryan (OH)	Watson	Carter	Hill	Moore			
McCarthy (NY)	Sabo	Waxman	Case	Hinche	Moran (KS)			
McCollum	Sanchez, Linda	Weiner	Castle	Hinojosa	Moran (VA)			
McGovern	T.	Wexler	Castle	Hobson	Murphy			
McNulty	Sanchez, Loretta	Woolsey	Chabot	Hobson	Murtha			
Meehan	Sanders	Wu	Chocola	Holden	Musgrave			
Meek (FL)	Sandlin	Wynn	Clay	Holt	Myrick			
Menendez	Schakowsky		Clyburn	Holt	Nadler			
Michaud			Cole	Honda	Napolitano			

NOT VOTING—30

Ballenger	Frank (MA)	McInnis
Brady (TX)	Gephardt	Meeks (NY)
Brown (OH)	Hastings (FL)	Ortiz
Burton (IN)	Herger	Reyes
Carson (OK)	Jenkins	Rogers (MI)
Cubin	Larson (CT)	Ryan (WI)
DeFazio	Lewis (GA)	Smith (MI)
Delahunt	Lewis (KY)	Smith (WA)
Dicks	Lofgren	Toomey
Eshoo	McDermott	Watt

ANNOUNCEMENT BY THE SPEAKER PRO TEMPORE

The SPEAKER pro tempore (during the vote). Members are advised that there are 2 minutes remaining to vote.

□ 1527

So the resolution was agreed to.

The result of the vote was announced as above recorded.

A motion to reconsider was laid on the table.

CHECK CLEARING FOR THE 21ST CENTURY ACT

The SPEAKER pro tempore. The pending business is the question of the passage of the bill, H.R. 1474, on which further proceedings were postponed earlier today.

The Clerk read the title of the bill.

The SPEAKER pro tempore. The question is on the passage of the bill on which the yeas and nays are ordered.

This will be a 5-minute vote.

The vote was taken by electronic device, and there were—yeas 405, nays 0, not voting 29, as follows:

[Roll No. 246]

YEAS—405

Abercrombie	Baldwin	Berman
Ackerman	Ballance	Berry
Aderholt	Barrett (SC)	Biggart
Akin	Bartlett (MD)	Bilirakis
Alexander	Barton (TX)	Bishop (GA)
Allen	Bass	Bishop (NY)
Andrews	Beauprez	Bishop (UT)
Baca	Becerra	Blackburn
Bachus	Bell	Blumenauer
Baird	Bereuter	Blunt
Baker	Berkley	Boehlert
		Foley
		Forbes
		Ford
		Fossella
		Frank (MA)
		Franks (AZ)
		Frelinghuysen
		Frost
		Gallegly
		Garrett (NJ)
		Gerlach
		Gilchrest
		Gillmor
		Gingrey
		Gonzalez
		Goode
		Goodlatte
		Gordon
		Goss
		Granger
		Graves
		Green (TX)
		Green (WI)
		Greenwood
		Grijalva
		Gutierrez
		Gutknecht
		Hall
		Harman
		Harris
		Hart
		Hastings (WA)
		Hayes
		Hayworth
		Hefley
		Hensarling
		Herger
		Hill
		Hinche
		Hinojosa
		Hobson
		Hoeffel
		Hoekstra
		Holden
		Holt
		Honda
		Hooley (OR)
		Hostettler
		Houghton
		Hoyer
		Hulshof
		Hunter
		Hyde
		Inslee
		Isakson
		Israel
		Issa
		Istook
		Jackson (IL)
		Jackson-Lee
		(TX)
		Janklow
		Owens
		Oxley
		Pallone
		Pascarell
		Pastor
		Paul
		Payne
		Pearce
		Pelosi
		Pence
		Peterson (MN)
		Petri
		Pitts
		Platts
		Pombo
		Pomeroy
		Porter
		Portman
		Price (NC)
		Pryce (OH)
		Putnam
		Quinn
		Radanovich
		Rahall
		Ramstad
		Rangel
		Regula
		Rehberg
		Renzi
		Reynolds
		Rodriguez
		Rogers (AL)
		Rogers (KY)
		Rogers (MI)
		Rohrabacher
		Ros-Lehtinen
		Ross
		Rothman
		Roybal-Allard
		Royce
		Ruppersberger
		Rush
		Ryan (OH)
		Ryun (KS)
		Sabo
		Sanchez, Linda
		T.
		Sanchez, Loretta

NOT VOTING—29

Ballenger	Gephardt	Peterson (PA)
Brady (TX)	Hastings (FL)	Pickering
Brown (OH)	Jenkins	Reyes
Burton (IN)	Larson (CT)	Ryan (WI)
Carson (OK)	Lewis (KY)	Smith (MI)
Coble	Lofgren	Smith (WA)
DeFazio	McDermott	Spratt
Delahunt	McInnis	Toomey
Dicks	Miller, George	Watt
Eshoo	Ortiz	

ANNOUNCEMENT BY THE SPEAKER PRO TEMPORE

The SPEAKER pro tempore (Mr. LAHOOD) (during the vote). Members are advised two minutes remain to vote.

□ 1533

So the bill was passed.

The result of the vote was announced as above recorded.

A motion to reconsider was laid on the table.

Stated for:

Mr. PICKERING. Mr. Speaker, on rollcall No. 246, I was unavoidably detained. Had I been present, I would have voted "yea."

ANNOUNCEMENT REGARDING CHANGE OF MEETING PLACE FOR MEMBERS-ONLY BRIEFING ON IRAQ

(Mr. HUNTER asked and was given permission to address the House for 1 minute.)

Mr. HUNTER. Mr. Speaker, the briefing by Secretary Rumsfeld that was to take place on the floor at 4 p.m. will take place at 4 p.m. in Rayburn 2118.

GENERAL LEAVE

Mr. RENZI. Mr. Speaker, I ask unanimous consent that all Members may have 5 legislative days within which to revise and extend their remarks and include extraneous material on S. 222 and S. 273.

The SPEAKER pro tempore. Is there objection to the request of the gentleman from Arizona?

There was no objection.

ZUNI INDIAN TRIBE WATER RIGHTS SETTLEMENT ACT OF 2003

Mr. RENZI. Mr. Speaker, pursuant to House Resolution 258, I call up the Senate bill (S. 222) to approve the settlement of the water rights claims of the Zuni Indian Tribe in Apache County, Arizona, and for other purposes, and ask for its immediate consideration.

The Clerk read the title of the Senate bill.

The text of S. 222 is as follows:

S. 222

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Zuni Indian Tribe Water Rights Settlement Act of 2003".

SEC. 2. FINDINGS AND PURPOSES.

(a) FINDINGS.—Congress makes the following findings:

(1) It is the policy of the United States, in keeping with its trust responsibility to Indian tribes, to promote Indian self-determination, religious freedom, political and cultural integrity, and economic self-sufficiency, and to settle, wherever possible, the water rights claims of Indian tribes without lengthy and costly litigation.

(2) Quantification of rights to water and development of facilities needed to use tribal water supplies effectively is essential to the development of viable Indian reservation communities, particularly in arid western States.

(3) On August 28, 1984, and by actions subsequent thereto, the United States established a reservation for the Zuni Indian Tribe in Apache County, Arizona upstream from the confluence of the Little Colorado and Zuni Rivers for long-standing religious and sustenance activities.

(4) The water rights of all water users in the Little Colorado River basin in Arizona have been in litigation since 1979, in the Superior Court of the State of Arizona in and for the County of Apache in Civil No. 6417. In re The General Adjudication of All Rights to Use Water in the Little Colorado River System and Source.

(5) Recognizing that the final resolution of the Zuni Indian Tribe's water claims through litigation will take many years and entail great expense to all parties, continue to limit the Tribe's access to water with economic, social, and cultural consequences to the Tribe, prolong uncertainty as to the availability of water supplies, and seriously impair the long-term economic planning and development of all parties, the Tribe and neighboring non-Indians have sought to settle their disputes to water and reduce the burdens of litigation.

(6) After more than 4 years of negotiations, which included participation by representatives of the United States, the Zuni Indian Tribe, the State of Arizona, and neighboring non-Indian communities in the Little Colorado River basin, the parties have entered into a Settlement Agreement to resolve all of the Zuni Indian Tribe's water rights claims and to assist the Tribe in acquiring surface water rights, to provide for the Tribe's use of groundwater, and to provide for the wetland restoration of the Tribe's lands in Arizona.

(7) To facilitate the wetland restoration project contemplated under the Settlement Agreement, the Zuni Indian Tribe acquired certain lands along the Little Colorado River near or adjacent to its Reservation that are important for the success of the project and will likely acquire a small amount of similarly situated additional lands. The parties

have agreed not to object to the United States taking title to certain of these lands into trust status; other lands shall remain in tribal fee status. The parties have worked extensively to resolve various governmental concerns regarding use of and control over those lands, and to provide a successful model for these types of situations, the State, local, and tribal governments intend to enter into an Intergovernmental Agreement that addresses the parties' governmental concerns.

(8) Pursuant to the Settlement Agreement, the neighboring non-Indian entities will assist in the Tribe's acquisition of surface water rights and development of groundwater, store surface water supplies for the Zuni Indian Tribe, and make substantial additional contributions to carry out the Settlement Agreement's provisions.

(9) To advance the goals of Federal Indian policy and consistent with the trust responsibility of the United States to the Tribe, it is appropriate that the United States participate in the implementation of the Settlement Agreement and contribute funds for the rehabilitation of religious riparian areas and other purposes to enable the Tribe to use its water entitlement in developing its Reservation.

(b) PURPOSES.—The purposes of this Act are—

(1) to approve, ratify, and confirm the Settlement Agreement entered into by the Tribe and neighboring non-Indians;

(2) to authorize and direct the Secretary of the Interior to execute and perform the Settlement Agreement and related waivers;

(3) to authorize and direct the United States to take legal title and hold such title to certain lands in trust for the benefit of the Zuni Indian Tribe; and

(4) to authorize the actions, agreements, and appropriations as provided for in the Settlement Agreement and this Act.

SEC. 3. DEFINITIONS.

In this Act:

(1) EASTERN LCR BASIN.—The term "Eastern LCR basin" means the portion of the Little Colorado River basin in Arizona upstream of the confluence of Silver Creek and the Little Colorado River, as identified on Exhibit 2.10 of the Settlement Agreement.

(2) FUND.—The term "Fund" means the Zuni Indian Tribe Water Rights Development Fund established by section 6(a).

(3) INTERGOVERNMENTAL AGREEMENT.—The term "Intergovernmental Agreement" means the intergovernmental agreement between the Zuni Indian Tribe, Apache County, Arizona and the State of Arizona described in article 6 of the Settlement Agreement.

(4) PUMPING PROTECTION AGREEMENT.—The term "Pumping Protection Agreement" means an agreement, described in article 5 of the Settlement Agreement, between the Zuni Tribe, the United States on behalf of the Tribe, and a local landowner under which the landowner agrees to limit pumping of groundwater on his lands in exchange for a waiver of certain claims by the Zuni Tribe and the United States on behalf of the Tribe.

(5) RESERVATION; ZUNI HEAVEN RESERVATION.—The term "Reservation" or "Zuni Heaven Reservation", also referred to as "Kolhu:wala:wa", means the following property in Apache County, Arizona: Sections 26, 27, 28, 33, 34, and 35, Township 15 North, Range 26 East, Gila and Salt River Base and Meridian; and Sections 2, 3, 4, 9, 10, 11, 13, 14, 15, 16, 23, 26, and 27, Township 14 North, Range 26 East, Gila and Salt River Base and Meridian.

(6) SECRETARY.—The term "Secretary" means the Secretary of the Interior.

(7) SETTLEMENT AGREEMENT.—The term "Settlement Agreement" means that agree-

ment dated June 7, 2002, together with all exhibits thereto. The parties to the Settlement Agreement include the Zuni Indian Tribe and its members, the United States on behalf of the Tribe and its members, the State of Arizona, the Arizona Game and Fish Commission, the Arizona State Land Department, the Arizona State Parks Board, the St. Johns Irrigation and Ditch Co., the Lyman Water Co., the Round Valley Water Users' Association, the Salt River Project Agricultural Improvement and Power District, the Tucson Electric Power Company, the City of St. Johns, the Town of Eagar, and the Town of Springerville.

(8) SRP.—The term "SRP" means the Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona.

(9) TEP.—The term "TEP" means Tucson Electric Power Company.

(10) TRIBE, ZUNI TRIBE, OR ZUNI INDIAN TRIBE.—The terms "Tribe", "Zuni Tribe", or "Zuni Indian Tribe" means the body politic and federally recognized Indian nation, and its members.

(11) ZUNI LANDS.—The term "Zuni Lands" means all the following lands, in the State of Arizona, that, on the effective date described in section 9(a), are—

(A) within the Zuni Heaven Reservation;

(B) held in trust by the United States for the benefit of the Tribe or its members; or

(C) held in fee within the Little Colorado River basin by or for the Tribe.

SEC. 4. AUTHORIZATION, RATIFICATIONS, AND CONFIRMATIONS.

(a) SETTLEMENT AGREEMENT.—To the extent the Settlement Agreement does not conflict with the provisions of this Act, such Settlement Agreement is hereby approved, ratified, confirmed, and declared to be valid. The Secretary is authorized and directed to execute the Settlement Agreement and any amendments approved by the parties necessary to make the Settlement Agreement consistent with this Act. The Secretary is further authorized to perform any actions required by the Settlement Agreement and any amendments to the Settlement Agreement that may be mutually agreed upon by the parties to the Settlement Agreement.

(b) AUTHORIZATION OF APPROPRIATIONS.—There is authorized to be appropriated to the Zuni Indian Tribe Water Rights Development Fund established in section 6(a), \$19,250,000, to be allocated by the Secretary as follows:

(1) \$3,500,000 for fiscal year 2004, to be used for the acquisition of water rights and associated lands, and other activities carried out, by the Zuni Tribe to facilitate the enforceability of the Settlement Agreement, including the acquisition of at least 2,350 acre-feet per year of water rights before the deadline described in section 9(b).

(2) \$15,750,000, of which \$5,250,000 shall be made available for each of fiscal years 2004, 2005, and 2006, to take actions necessary to restore, rehabilitate, and maintain the Zuni Heaven Reservation, including the Sacred Lake, wetlands, and riparian areas as provided for in the Settlement Agreement and under this Act.

(c) OTHER AGREEMENTS.—Except as provided in section 9, the following 3 separate agreements, together with all amendments thereto, are approved, ratified, confirmed, and declared to be valid:

(1) The agreement between SRP, the Zuni Tribe, and the United States on behalf of the Tribe, dated June 7, 2002.

(2) The agreement between TEP, the Zuni Tribe, and the United States on behalf of the Tribe, dated June 7, 2002.

(3) The agreement between the Arizona State Land Department, the Zuni Tribe, and the United States on behalf of the Tribe, dated June 7, 2002.