

Union Calendar No. 457

103^D CONGRESS
2^D SESSION

S. 1146

[Report No. 103-812]

AN ACT

To provide for the settlement of the water rights claims of the Yavapai-Prescott Indian Tribe in Yavapai County, Arizona, and for other purposes.

OCTOBER 3, 1994

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and order to be printed

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IN THE HOUSE OF REPRESENTATIVES

JULY 27, 1994

Referred to the Committee on Natural Resources

OCTOBER 3, 1994

Reported with an amendment, committed to the Committee of the Whole
House on the State of the Union, and ordered to be printed

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

[For text of Senate passed bill, see copy of bill as printed in the House of Representatives on
July 27, 1994]

AN ACT

To provide for the settlement of the water rights claims
of the Yavapai-Prescott Indian Tribe in Yavapai County,
Arizona, 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,*

1 **TITLE I—YAVAPAI-PRESCOTT IN-**
2 **DIAN TRIBE WATER RIGHTS**
3 **SETTLEMENT**

4 **SEC. 101. SHORT TITLE.**

5 *This title may be cited as the “Yavapai-Prescott*
6 *Indian Tribe Water Rights Settlement Act of 1994”.*

7 **SEC. 102. CONGRESSIONAL FINDINGS AND DECLARATIONS.**

8 *(a) FINDINGS.—The Congress finds that—*

9 *(1) it is the policy of the United States, in ful-*
10 *fillment of its trust responsibility to the Indian tribes,*
11 *to promote Indian self-determination and economic*
12 *self-sufficiency, and to settle, wherever possible, the*
13 *water rights claims of Indian tribes without lengthy*
14 *and costly litigation;*

15 *(2) meaningful Indian self-determination and*
16 *economic self-sufficiency depend on the development of*
17 *viable Indian reservation economies;*

18 *(3) quantification of rights to water and develop-*
19 *ment of facilities needed to utilize tribal water sup-*
20 *plies effectively is essential to the development of via-*
21 *ble Indian reservation economies, particularly in arid*
22 *western States;*

23 *(4) on June 7, 1935, and by actions subsequent*
24 *thereto, the United States established a reservation for*

1 *the Yavapai-Prescott Indian Tribe in Arizona adja-*
2 *cent to the city of Prescott;*

3 *(5) proceedings to determine the full extent of*
4 *Yavapai-Prescott Tribe's water rights are currently*
5 *pending before the Superior Court of the State of Ari-*
6 *zona in and for Maricopa County, as part of the gen-*
7 *eral adjudication of the Gila River system and source;*

8 *(6) recognizing that final resolution of the gen-*
9 *eral adjudication will take many years and entail*
10 *great expense to all parties, prolong uncertainty as to*
11 *the full extent of the Yavapai-Prescott Tribe's entitle-*
12 *ment to water and the availability of water supplies*
13 *to fulfill that entitlement, and impair orderly plan-*
14 *ning and development by the Tribe and the city of*
15 *Prescott; the Tribe, the city of Prescott, the Chino Val-*
16 *ley Irrigation District, the State of Arizona and the*
17 *United States have sought to settle all claims to water*
18 *between and among them;*

19 *(7) representatives of the Yavapai-Prescott Tribe,*
20 *the city of Prescott, the Chino Valley Irrigation Dis-*
21 *trict, the State of Arizona and the United States have*
22 *negotiated a Settlement Agreement to resolve all water*
23 *rights claims between and among them, and to pro-*
24 *vide the Tribe with long term, reliable water supplies*

1 for the orderly development and maintenance of the
2 Tribe's reservation;

3 (8) pursuant to the Settlement Agreement and
4 the Water Service Agreement, the quantity of water
5 made available to the Yavapai-Prescott Tribe by the
6 city of Prescott and the Chino Valley Irrigation Dis-
7 trict will be secured, such Agreements will be contin-
8 ued in perpetuity, and the Tribe's continued on-res-
9 ervation use of water for municipal and industrial,
10 recreational and agricultural purposes will be pro-
11 vided for;

12 (9) to advance the goals of Federal Indian policy
13 and to fulfill the trust responsibility of the United
14 States to the Tribe, it is appropriate that the United
15 States participate in the implementation of the Set-
16 tlement Agreement and assist in firming up the long-
17 term water supplies of the city of Prescott and the
18 Yavapai-Prescott Tribe so as to enable the Tribe to
19 utilize fully its water entitlements in developing a di-
20 verse, efficient reservation economy; and

21 (10) the assignment of the CAP contract of the
22 Yavapai-Prescott Tribe and the CAP subcontract of
23 the city of Prescott is a cost-effective means to ensure
24 reliable, long-term water supplies for the Yavapai-
25 Prescott Tribe and to promote efficient, environ-

1 *mentally sound use of available water supplies in the*
2 *Verde River basin.*

3 *(b) DECLARATION OF PURPOSES.—The Congress de-*
4 *clares that the purposes of this title are—*

5 *(1) to approve, ratify and confirm the Settlement*
6 *Agreement among the Yavapai-Prescott Tribe, the city*
7 *of Prescott, the Chino Valley Irrigation District, the*
8 *State of Arizona and the United States;*

9 *(2) to authorize and direct the Secretary of the*
10 *Interior to execute and perform the Settlement Agree-*
11 *ment;*

12 *(3) to authorize the actions and appropriations*
13 *necessary for the United States to fulfill its legal and*
14 *trust obligations to the Yavapai-Prescott Tribe as pro-*
15 *vided in the Settlement Agreement and this title;*

16 *(4) to require that expenditures of funds obtained*
17 *through the assignment of CAP contract entitlements*
18 *by the Yavapai-Prescott Tribe and Prescott for the ac-*
19 *quisition or development of replacement water sup-*
20 *plies in the Verde River basin shall not be inconsis-*
21 *tent with the goals of the Prescott Active Management*
22 *Area, preservation of riparian habitat, flows and*
23 *biota of the Verde River and its tributaries; and*

24 *(5) to repeal section 406(k) of Public Law 101–*
25 *628 which authorizes \$30,000,000 in appropriations*

1 for the acquisition of land and water resources in the
2 Verde River basin and for the development thereof as
3 an alternative source of water for the Fort McDowell
4 Indian Community.

5 **SEC. 103. DEFINITIONS.**

6 For purposes of this title:

7 (1) The term “CAP” means the Central Arizona
8 Project, a reclamation project authorized under title
9 III of the Colorado River Basin Project Act of 1968
10 (43 U.S.C. 1521 et seq.).

11 (2) The term “CAWCD” means the Central Ari-
12 zona Water Conservation District, organized under
13 the laws of the State of Arizona, which is the contrac-
14 tor under a contract with the United States, dated
15 December 1, 1988, for the delivery of water and re-
16 payment of costs of the Central Arizona Project.

17 (3) The term “CVID” means the Chino Valley
18 Irrigation District, an irrigation district organized
19 under the laws of the State of Arizona.

20 (4) The term “Prescott AMA” means the Active
21 Management Area, established pursuant to Arizona
22 law and encompassing the Prescott ground water
23 basin, wherein the primary goal is to achieve balance
24 between annual ground water withdrawals and natu-
25 ral and artificial recharge by the year 2025.

1 (5) *The term “Prescott” means the city of Pres-*
2 *cott, an Arizona municipal corporation.*

3 (6) *The term “Reservation” means the reserva-*
4 *tion established by the Act of June 7, 1935 (49 Stat.*
5 *332) and the Act of May 18, 1956 (70 Stat. 157) for*
6 *the Yavapai-Prescott Tribe of Indians.*

7 (7) *The term “Secretary” means the Secretary of*
8 *the United States Department of the Interior.*

9 (8) *The term “Settlement Agreement” means that*
10 *agreement entered into by the city of Prescott, the*
11 *Chino Valley Irrigation District, the Yavapai-Prescott*
12 *Indian Tribe, the State of Arizona, and the United*
13 *States, providing for the settlement of all water*
14 *claims between and among them.*

15 (9) *The term “Tribe” means the Yavapai-Pres-*
16 *cott Indian Tribe, a tribe of Yavapai Indians duly*
17 *recognized by the Secretary.*

18 (10) *The term “Water Service Agreement” means*
19 *that agreement between the Yavapai-Prescott Indian*
20 *Tribe and the city of Prescott, as approved by the*
21 *Secretary, providing for water, sewer, and effluent*
22 *service from the city of Prescott to the Yavapai-*
23 *Prescott Tribe.*

1 **SEC. 104. RATIFICATION OF SETTLEMENT AGREEMENT.**

2 (a) *APPROVAL OF SETTLEMENT AGREEMENT.*—To the
 3 extent the Settlement Agreement does not conflict with the
 4 provisions of this title, such Agreement is approved, ratified
 5 and confirmed. The Secretary shall execute and perform
 6 such Agreement, and shall execute any amendments to the
 7 Agreement and perform any action required by any amend-
 8 ments to the Agreement which may be mutually agreed
 9 upon by the parties.

10 (b) *PERPETUITY.*—The Settlement Agreement and
 11 Water Service Agreement shall include provisions which
 12 will ensure that the benefits to the Tribe thereunder shall
 13 be secure in perpetuity. Notwithstanding the provisions of
 14 section 2103 of the Revised Statutes of the United States
 15 (25 U.S.C. 81) relating to the term of the Agreement, the
 16 Secretary is authorized and directed to approve the Water
 17 Service Agreement with a perpetual term.

18 **SEC. 105. ASSIGNMENT OF CAP WATER.**

19 The Secretary is authorized and directed to arrange
 20 for the assignment of, or to purchase, the CAP contract of
 21 the Tribe and the CAP subcontract of the city of Prescott
 22 to provide funds for deposit into the Verde River Basin
 23 Water Fund established pursuant to section 106.

24 **SEC. 106. REPLACEMENT WATER FUND; CONTRACTS.**

25 (a) *FUND.*—The Secretary shall establish a fund to be
 26 known as the “Verde River Basin Water Fund” (hereinafter

1 called the “Fund”) to provide replacement water for the
2 CAP water relinquished by the Tribe and by Prescott. Mon-
3 eys in the Fund shall be available without fiscal year limi-
4 tations.

5 (b) *CONTENT OF FUND.*—The Fund shall consist of
6 moneys obtained through the assignment or purchase of the
7 contract and subcontract referenced in section 105, appro-
8 priations as authorized in section 109, and any moneys re-
9 turned to the Fund pursuant to subsection (d) of this sec-
10 tion.

11 (c) *PAYMENTS FROM FUND.*—The Secretary shall, sub-
12 sequent to the publication of a statement of findings as pro-
13 vided in section 112(a), promptly cause to be paid from
14 the Fund to the Tribe the amounts deposited to the Fund
15 from the assignment or purchase of the Tribe’s CAP con-
16 tract, and, to the city of Prescott, the amounts deposited
17 to the Fund from the assignment or purchase of the city’s
18 CAP subcontract.

19 (d) *CONTRACTS.*—The Secretary shall require, as a
20 condition precedent to the payment of any moneys pursuant
21 to subsection (c), that the Tribe and Prescott agree, by con-
22 tract with the Secretary, to establish trust accounts into
23 which the payments would be deposited and administered,
24 to use such moneys consistent with the purpose and intent
25 of section 107, to provide for audits of such accounts, and

1 *for the repayment to the Fund, with interest, any amount*
2 *determined by the Secretary not to have been used within*
3 *the purpose and intent of section 107.*

4 **SEC. 107. EXPENDITURES OF FUNDS.**

5 (a) *BY THE CITY.*—All moneys paid to Prescott for
6 *relinquishing its CAP subcontract and deposited into a*
7 *trust account pursuant to section 106(d), shall be used for*
8 *the purposes of defraying expenses associated with the inves-*
9 *tigation, acquisition or development of alternative sources*
10 *of water to replace the CAP water relinquished under this*
11 *title. Alternative sources shall be understood to include, but*
12 *not be limited to, retirement of agricultural land and acqui-*
13 *sition of associated water rights, development of ground*
14 *water resources outside the Prescott Active Management*
15 *Area established pursuant to the laws of the State of Ari-*
16 *zona, and artificial recharge; except that none of the moneys*
17 *paid to Prescott may be used for construction or renovation*
18 *of the city's existing waterworks or water delivery system.*

19 (b) *BY THE TRIBE.*—All funds paid to the Tribe for
20 *relinquishing its CAP contract and deposited into a trust*
21 *account pursuant to section 106(d), shall be used to defray*
22 *its water service costs under the Water Service Agreement*
23 *or to develop and maintain facilities for on-reservation*
24 *water or effluent use.*

1 (c) *NO PER CAPITA PAYMENTS.*—No amount of the
2 Tribe's portion of the Fund may be used to make per capita
3 payments to any member of the Tribe, nor may any amount
4 of any payment made pursuant to section 106(c) be distrib-
5 uted as a dividend or per capita payment to any constitu-
6 ent, member, shareholder, director or employee of Prescott.

7 (d) *DISCLAIMER.*—Effective with the payment of funds
8 pursuant to section 106(c), the United States shall not be
9 liable for any claim or cause of action arising from the use
10 of such funds by the Tribe or by Prescott.

11 **SEC. 108. ENVIRONMENTAL COMPLIANCE.**

12 The Secretary, the Tribe and Prescott shall comply
13 with all applicable Federal environmental and State envi-
14 ronmental and water laws in developing alternative water
15 sources pursuant to section 107(a). Development of such al-
16 ternative water sources shall not be inconsistent with the
17 goals of the Prescott Active Management Area, preservation
18 of the riparian habitat, flows and biota of the Verde River
19 and its tributaries.

20 **SEC. 109. APPROPRIATIONS AUTHORIZATION AND REPEAL.**

21 (a) *AUTHORIZATION.*—There are authorized to be ap-
22 propriated to the Fund established pursuant to section
23 106(a):

24 (1) Such sums as may be necessary, but not to
25 exceed \$200,000, to the Secretary for the Tribe's costs

1 *associated with judicial confirmation of the settle-*
2 *ment.*

3 *(2) Such sums as may be necessary to establish,*
4 *maintain and operate the gauging station required*
5 *under section 111(e).*

6 ***(b) STATE CONTRIBUTION.***—*The State of Arizona shall*
7 *contribute \$200,000 to the trust account established by the*
8 *Tribe pursuant to the Settlement Agreement and section*
9 *106(d) for uses consistent with section 107(b).*

10 ***(c) REPEAL.***—*Subsection 406(k) of the Act of Novem-*
11 *ber 28, 1990 (Public Law 101–628; 104 Stat. 4487) is*
12 *repealed.*

13 **SEC. 110. SATISFACTION OF CLAIMS.**

14 ***(a) WAIVER.***—*The benefits realized by the Tribe or any*
15 *of its members under the Settlement Agreement and this*
16 *title shall constitute full and complete satisfaction of all*
17 *claims by the Tribe and all members' claims for water*
18 *rights or injuries to water rights under Federal and State*
19 *laws (including claims for water rights in ground water,*
20 *surface water and effluent) from time immemorial to the*
21 *effective date of this title, and for any and all future claims*
22 *of water rights (including claims for water rights in ground*
23 *water, surface water, and effluent) from and after the effec-*
24 *tive date of this title. Nothing in this title shall be deemed*

1 to recognize or establish any right of a member of the Tribe
2 to water on the Tribe's reservation.

3 (b) *WAIVER AND RELEASE.*—The Tribe, on behalf of
4 itself and its members, and the Secretary on behalf of the
5 United States, are authorized and required, as a condition
6 to the implementation of this title, to execute a waiver and
7 release, except as provided in subsection (d) and the Settle-
8 ment Agreement, of all claims of water rights or injuries
9 to water rights (including water rights in ground water,
10 surface water and effluent), from and after the effective date
11 of this title, which the Tribe and its members may have,
12 against the United States, the State of Arizona or any agen-
13 cy or political subdivision thereof, or any other person, cor-
14 poration, or municipal corporation, arising under the laws
15 of the United States or the State of Arizona.

16 (c) *WAIVER BY UNITED STATES.*—Except as provided
17 in subsection (d) and the Settlement Agreement, the United
18 States, in its own right or on behalf of the Tribe, shall not
19 assert any claim against the State of Arizona or any politi-
20 cal subdivision thereof, or against any other person, cor-
21 poration, or municipal corporation, arising under the laws
22 of the United States or the State of Arizona based upon
23 water rights or injuries to water rights of the Tribe and
24 its members or based upon water rights or injuries to water

1 *rights held by the United States on behalf of the Tribe and*
2 *its members.*

3 (d) *RIGHTS RETAINED.*—*In the event the waivers of*
4 *claims authorized in subsection (b) of this section do not*
5 *become effective pursuant to section 112(a), the Tribe, and*
6 *the United States on behalf of the Tribe, shall retain the*
7 *right to assert past and future water rights claims as to*
8 *all reservation lands.*

9 (e) *JURISDICTION.*—*The United States District Court*
10 *for the District of Arizona shall have original jurisdiction*
11 *of all actions arising under this title, the Settlement Agree-*
12 *ment and the Water Service Agreement, including review*
13 *pursuant to title 9, United States Code, of any arbitration*
14 *and award under the Water Service Agreement.*

15 (f) *CLAIMS.*—*Nothing in this title shall be deemed to*
16 *prohibit the Tribe, or the United States on behalf of the*
17 *Tribe, from asserting or maintaining any claims for the*
18 *breach or enforcement of the Settlement Agreement or the*
19 *Water Service Agreement.*

20 (g) *DISCLAIMER.*—*Nothing in this title shall affect the*
21 *water rights or claims related to any trust allotment located*
22 *outside the exterior boundaries of the reservation of any*
23 *member of the Tribe.*

24 (h) *FULL SATISFACTION OF CLAIMS.*—*Payments made*
25 *to Prescott under this title shall be in full satisfaction for*

1 any claim that Prescott might have against the Secretary
2 or the United States related to the allocation, reallocation,
3 relinquishment or delivery of CAP water.

4 **SEC. 111. MISCELLANEOUS PROVISIONS.**

5 (a) *JOINING OF PARTIES.*—In the event any party to
6 the Settlement Agreement should file a lawsuit in any Unit-
7 ed States district court relating only and directly to the
8 interpretation or enforcement of the Settlement Agreement
9 or this title, naming the United States of America or the
10 Tribe as parties, authorization is hereby granted to join the
11 United States of America or the Tribe, or both, in any such
12 litigation, and any claim by the United States of America
13 or the Tribe to sovereign immunity from such suit is hereby
14 waived. In the event Prescott submits a dispute under the
15 Water Service Agreement to arbitration or seeks review by
16 the United States District Court for the District of Arizona
17 of an arbitration award under the Water Service Agree-
18 ment, any claim by the Tribe to sovereign immunity from
19 such arbitration or review is hereby waived.

20 (b) *NO REIMBURSEMENT.*—The United States of
21 America shall make no claims for reimbursement of costs
22 arising out of the implementation of the Settlement Agree-
23 ment or this title against any lands within the Yavapai-
24 Prescott Indian Reservation, and no assessment shall be
25 made with regard to such costs against such lands.

1 (c) *WATER MANAGEMENT.*—*The Tribe shall establish*
2 *a ground water management plan for the Reservation*
3 *which, except to be consistent with the Water Service Agree-*
4 *ment, the Settlement Agreement and this title, will be com-*
5 *patible with the ground water management plan in effect*
6 *for the Prescott Active Management Area and will include*
7 *an annual information exchange with the Arizona Depart-*
8 *ment of Water Resources. In establishing a ground water*
9 *management plan pursuant to this section, the Tribe may*
10 *enter into a Memorandum of Understanding with the Ari-*
11 *zona Department of Water Resources for consultation. Not-*
12 *withstanding any other law, the Tribe may establish a trib-*
13 *al water code, consistent with the above-described water*
14 *management plan, under which the Tribe will manage, reg-*
15 *ulate, and control the water resources granted it in the Set-*
16 *tlement Act, the Settlement Agreement, and the Water Serv-*
17 *ice Agreement, except that such management, regulation*
18 *and control shall not authorize any action inconsistent with*
19 *the trust ownership of the Tribe's water resources.*

20 (d) *GAUGING STATION.*—*The Secretary, acting*
21 *through the Geological Survey, shall establish, maintain*
22 *and operate a gauging station at the State Highway 89*
23 *bridge across Granite Creek adjacent to the reservation to*
24 *assist the Tribe and the CVID in allocating the surface flows*

1 *from Granite Creek as provided in the Settlement Agree-*
2 *ment.*

3 **SEC. 112. EFFECTIVE DATE.**

4 (a) *WAIVERS AND RELEASES.—The waivers and re-*
5 *leases required by section 110(b) of this title shall become*
6 *effective as of the date the Secretary causes to be published*
7 *in the Federal Register a statement of findings that—*

8 (1)(A) *the Secretary has determined that an ac-*
9 *ceptable party, or parties, have executed contracts for*
10 *the assignments of the Tribe's CAP contract and the*
11 *city of Prescott's CAP subcontract, and the proceeds*
12 *from the assignments have been deposited into the*
13 *Fund as provided in section 106(d); or*

14 (B) *the Secretary has executed contracts for the*
15 *acquisition of the Tribe's CAP contract and the city*
16 *of Prescott's CAP subcontract as provided in section*
17 *106(d);*

18 (2) *the stipulation which is attached to the Set-*
19 *tlement Agreement as exhibit 9.5, has been approved*
20 *in substantially the form of such exhibit no later than*
21 *December 31, 1994;*

22 (3) *the Settlement Agreement has been modified*
23 *to the extent it is in conflict with this title and has*
24 *been executed by the Secretary; and*

1 (4) the State of Arizona has appropriated and
2 deposited into the Tribe's trust account \$200,000 as
3 required by the Settlement Agreement.

4 (b) *DEADLINE*.—If the actions described in paragraphs
5 (1), (2), (3), and (4) of subsection (a) have not occurred
6 by December 31, 1995, any contract between Prescott and
7 the United States entered into pursuant to section 106(d)
8 shall not thereafter be effective, and any funds appropriated
9 by the State of Arizona pursuant to the Settlement Agree-
10 ment shall be returned by the Tribe to the State of Arizona.

11 **SEC. 113. OTHER CLAIMS.**

12 (a) *OTHER TRIBES*.—Nothing in the Settlement Agree-
13 ment or this title shall be construed in any way to quantify
14 or otherwise adversely affect the land and water rights,
15 claims or entitlements to water of any Arizona Indian tribe,
16 band or community, other than the Tribe.

17 (b) *FEDERAL AGENCIES*.—Nothing in this title shall
18 be construed to affect the water rights or the water rights
19 claims of any Federal agency, other than the Bureau of
20 Indian Affairs on behalf of the Tribe.

21 **TITLE II—AUBURN INDIAN**
22 **RESTORATION**

23 **SEC. 201. SHORT TITLE.**

24 This title may be cited as the “Auburn Indian Restora-
25 tion Act”.

1 **SEC. 202. RESTORATION OF FEDERAL RECOGNITION,**
2 **RIGHTS, AND PRIVILEGES.**

3 (a) *FEDERAL RECOGNITION.*—Notwithstanding any
4 other provision of law, Federal recognition is hereby ex-
5 tended to the Tribe. Except as otherwise provided in this
6 title, all laws and regulations of general application to In-
7 dians or nations, tribes, or bands of Indians that are not
8 inconsistent with any specific provision of this title shall
9 be applicable to the Tribe and its members.

10 (b) *RESTORATION OF RIGHTS AND PRIVILEGES.*—Ex-
11 cept as provided in subsection (d), all rights and privileges
12 of the Tribe and its members under any Federal treaty, Ex-
13 ecutive order, agreement, or statute, or under any other au-
14 thority which were diminished or lost under the Act of Au-
15 gust 18, 1958 (Public Law 85–671), are hereby restored and
16 the provisions of such Act shall be inapplicable to the Tribe
17 and its members after the date of enactment of this title.

18 (c) *FEDERAL SERVICES AND BENEFITS.*—Notwith-
19 standing any other provision of law and without regard
20 to the existence of a reservation, the Tribe and its members
21 shall be eligible, on and after the date of enactment of this
22 title, for all Federal services and benefits furnished to feder-
23 ally recognized Indian tribes or their members. In the case
24 of Federal services available to members of federally recog-
25 nized Indian tribes residing on a reservation, members of

1 *the Tribe residing in the Tribe's service area shall be deemed*
 2 *to be residing on a reservation.*

3 (d) *HUNTING, FISHING, TRAPPING, AND WATER*
 4 *RIGHTS.—Nothing in this title shall expand, reduce, or af-*
 5 *fect in any manner any hunting, fishing, trapping, gather-*
 6 *ing, or water right of the Tribe and its members.*

7 (e) *INDIAN REORGANIZATION ACT APPLICABILITY.—*
 8 *The Act of June 18, 1934 (25 U.S.C. 461 et seq.), shall be*
 9 *applicable to the Tribe and its members.*

10 (f) *CERTAIN RIGHTS NOT ALTERED.—Except as spe-*
 11 *cifically provided in this title, nothing in this title shall*
 12 *alter any property right or obligation, any contractual*
 13 *right or obligation, or any obligation for taxes levied.*

14 **SEC. 203. ECONOMIC DEVELOPMENT.**

15 (a) *PLAN FOR ECONOMIC DEVELOPMENT.—The Sec-*
 16 *retary shall—*

17 (1) *enter into negotiations with the governing*
 18 *body of the Tribe with respect to establishing a plan*
 19 *for economic development for the Tribe;*

20 (2) *in accordance with this section and not later*
 21 *than 2 years after the adoption of a tribal constitu-*
 22 *tion as provided in section 107, develop such a plan;*
 23 *and*

1 (3) upon the approval of such plan by the gov-
 2 erning body of the Tribe, submit such plan to the
 3 Congress.

4 (b) *RESTRICTIONS.*—Any proposed transfer of real
 5 property contained in the plan developed by the Secretary
 6 under subsection (a) shall be consistent with the require-
 7 ments of section 104.

8 **SEC. 204. TRANSFER OF LAND TO BE HELD IN TRUST.**

9 (a) *LANDS TO BE TAKEN IN TRUST.*—The Secretary
 10 shall accept any real property located in Placer County,
 11 California, for the benefit of the Tribe if conveyed or other-
 12 wise transferred to the Secretary if, at the time of such con-
 13 veyance or transfer, there are no adverse legal claims on
 14 such property, including outstanding liens, mortgages, or
 15 taxes owed. The Secretary may accept any additional acre-
 16 age in the Tribe's service area pursuant to the authority
 17 of the Secretary under the Act of June 18, 1934 (25 U.S.C.
 18 461 et seq.).

19 (b) *FORMER TRUST LANDS OF THE AUBURN*
 20 *RANCHERIA.*—Subject to the conditions specified in this sec-
 21 tion, real property eligible for trust status under this section
 22 shall include fee land held by the White Oak Ridge Associa-
 23 tion, Indian owned fee land held communally pursuant to
 24 the distribution plan prepared and approved by the Bureau
 25 of Indian Affairs on August 13, 1959, and Indian owned

1 *fee land held by persons listed as distributees or dependent*
 2 *members in such distribution plan or such distributees' or*
 3 *dependent members' Indian heirs or successors in interest.*

4 (c) *LANDS TO BE PART OF THE RESERVATION.*—Sub-
 5 *ject to the conditions imposed by this section, any real prop-*
 6 *erty conveyed or transferred under this section shall be*
 7 *taken in the name of the United States in trust for the Tribe*
 8 *or, as applicable, an individual member of the Tribe, and*
 9 *shall be part of the Tribe's reservation.*

10 **SEC. 205. MEMBERSHIP ROLLS.**

11 (a) *COMPILATION OF TRIBAL MEMBERSHIP ROLL.*—
 12 *Within 1 year after the date of the enactment of this title,*
 13 *the Secretary shall, after consultation with the Tribe, com-*
 14 *pile a membership roll of the Tribe.*

15 (b) *CRITERIA FOR ENROLLMENTS.*—(1) *Until a tribal*
 16 *constitution is adopted pursuant to section 207, an individ-*
 17 *ual shall be placed on the membership roll if the individual*
 18 *is living, is not an enrolled member of another federally*
 19 *recognized Indian tribe, is of United Auburn Indian Com-*
 20 *munity ancestry, possesses at least one-eighth or more of*
 21 *Indian blood quantum, and if—*

22 (A) *the individual's name was listed on the Au-*
 23 *burn Indian Rancheria distribution roll compiled*
 24 *and approved by the Bureau of Indian Affairs on Au-*
 25 *gust 13, 1959, pursuant to Public Law 85–671;*

1 (B) the individual was not listed on, but met the
2 requirements that had to be met to be listed on, the
3 Auburn Indian Rancheria distribution list compiled
4 and approved by the Bureau of Indian Affairs on Au-
5 gust 13, 1959, pursuant to Public Law 85–671; or

6 (C) the individual is a lineal descendant of an
7 individual, living or dead, identified in subparagraph
8 (A) or (B).

9 (2) After adoption of a tribal constitution pursuant
10 to section 207, such tribal constitution shall govern member-
11 ship in the Tribe, except that in addition to meeting any
12 other criteria imposed in such tribal constitution, any per-
13 son added to the membership roll shall be of United Auburn
14 Indian Community ancestry and shall not be an enrolled
15 member of another federally recognized Indian tribe.

16 (c) CONCLUSIVE PROOF OF UNITED AUBURN INDIAN
17 COMMUNITY ANCESTRY.—For the purpose of subsection (b),
18 the Secretary shall accept any available evidence establish-
19 ing United Auburn Indian Community ancestry. The Sec-
20 retary shall accept as conclusive evidence of United Auburn
21 Indian Community ancestry information contained in the
22 Auburn Indian Rancheria distribution list compiled by the
23 Bureau of Indian Affairs on August 13, 1959.

1 **SEC. 206. INTERIM GOVERNMENT.**

2 *Until a new tribal constitution and bylaws are adopt-*
 3 *ed and become effective under section 207, the Tribe's gov-*
 4 *erning body shall be an Interim Council. The initial mem-*
 5 *bership of the Interim Council shall consist of the members*
 6 *of the Executive Council of the Tribe on the date of the en-*
 7 *actment of this title, and the Interim Council shall continue*
 8 *to operate in the manner prescribed for the Executive Coun-*
 9 *cil under the tribal constitution adopted July 20, 1991, as*
 10 *long as such constitution is not contrary to Federal law.*
 11 *Any new members filling vacancies on the Interim council*
 12 *shall meet the enrollment criteria set forth in section 205(b)*
 13 *and be elected in the same manner as are Executive Council*
 14 *members under the tribal constitution adopted July 20,*
 15 *1991.*

16 **SEC. 207. TRIBAL CONSTITUTION.**

17 (a) *ELECTION; TIME AND PROCEDURE.*—Upon the
 18 *completion of the tribal membership roll under section*
 19 *205(a) and upon the written request of the Interim Council,*
 20 *the Secretary shall conduct, by secret ballot, an election for*
 21 *the purpose of adopting a constitution and bylaws for the*
 22 *Tribe. The election shall be held according to section 16 of*
 23 *the Act of June 18, 1934 (25 U.S.C. 476), except that absen-*
 24 *tee balloting shall be permitted regardless of voter residence.*

25 (b) *ELECTION OF TRIBAL OFFICIALS; PROCEDURES.*—
 26 *Not later than 120 days after the Tribe adopts a constitu-*

1 tion and bylaws under subsection (a), the Secretary shall
 2 conduct an election by secret ballot for the purpose of elect-
 3 ing tribal officials as provided in such tribal constitution.
 4 Such election shall be conducted according to the procedures
 5 specified in subsection (a) except to the extent that such pro-
 6 cedures conflict with the tribal constitution.

7 **SEC. 208. DEFINITIONS.**

8 For purposes of this title:

9 (1) The term "Tribe" means the United Auburn
 10 Indian Community of the Auburn Rancheria of Cali-
 11 fornia.

12 (2) The term "Secretary" means the Secretary of
 13 the Interior.

14 (3) The term "Interim Council" means the gov-
 15 erning body of the Tribe specified in section 206.

16 (4) The term "member" means those persons
 17 meeting the enrollment criteria under section 205(b).

18 (5) The term "State" means the State of Califor-
 19 nia.

20 (6) The term "reservation" means those lands ac-
 21 quired and held in trust by the Secretary for the bene-
 22 fit of the Tribe pursuant to section 204.

23 (7) The term "service area" means the counties
 24 of Placer, Nevada, Yuba, Sutter, El Dorado, and Sac-
 25 ramento, in the State of California.

1 **SEC. 209. REGULATIONS.**

2 *The Secretary may promulgate such regulations as*
 3 *may be necessary to carry out the provisions of this title.*

Passed the Senate July 26 (legislative day, July 20),
 1994.

Attest:

MARTHA S. POPE,
Secretary.

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S 1146 RH——3