

understand that their faith commitment should drive them to never having to feel that they have to be of the world, but rather that they can be in it, but live beyond it as it relates to how they maintain themselves morally and spiritually. Billy Graham has shown us all of that.

I would hope that his model is one, as he nears the sunset of his life, that there will be someone who will pick up that mantle and will go forth into the world making the same kind of proclamations without fear of trembling, but understand, as we say in that song, to be on the battlefield for the Lord, and to do so with the kind of courageousness that will not allow them to be able to turn around.

We can change families, we can change the quality of life for people in this Nation, we can change the quality of life for people in the world. More of us have to be on the battlefield and believe this is a battle that we cannot afford to lose.

Mr. Speaker, I reserve the balance of my time.

□ 1530

Mr. CASTLE. Mr. Speaker, I yield myself such time as I may consume, and I will be very brief and then yield back the balance of the time.

Mr. Speaker, as a layperson and one who is not involved in the clergy as the distinguished ranking member is, and without being as eloquent as he is on the subject, it is wonderful to admire from afar and from television, an individual and a couple who have lived the way we would like the heroes of America to live.

Mr. Speaker, so often we see people, individuals who are flawed in all walks of life and we make them our role models and somehow they fall. This is a couple that not only is not going to fall, but has risen from pedestal to pedestal and we admire them greatly. This coin that we are dedicating today is well earned.

Mr. Speaker, I would like to thank all of those who were able to come to the floor and speak. I would remind those who were not able to, that they could submit statements at the end.

Mr. FLAKE. Mr. Speaker, to the gentleman from Delaware, chairman of the subcommittee, I say thank you. This is a glorious day for both of us. I think the way we work together in our committee represents the essence of the kind of spirit that Billy Graham would hope all American citizens would be able to work together.

Mr. Speaker, I am proud to work with the gentleman from Delaware and proud to have shared with him in the sponsorship of this legislation.

Mr. Speaker, I yield back the balance of my time, and hope that our Members will join with us, not only in trying to work together the way we do, but also in supporting this legislation.

Mr. CASTLE. Mr. Speaker, I would like to thank the gentleman from New York [Mr. FLAKE], our ranking mem-

ber. I must say I do not think we have ever had a cross word in the over a year that we have worked together. Our legislation, as is most true in this particular bill today, is generally positively received. We are blessed in that way. Working with the gentleman from New York and his staff has been an extraordinary pleasure, and I look forward to the balance of our time together.

Mrs. MYRICK. Mr. Speaker, on behalf of the people of the Ninth Congressional District I want to take this opportunity to pay tribute to our hometown hero, Dr. Billy Graham. I have been friends with Dr. and Mrs. Graham for many years, and it is a privilege to know people of such high moral fortitude and devotion to principle.

Dr. and Mrs. Graham have traveled the world in the advancement of a message of hope, a message that has reached the ears and hearts of millions of people. Those who have known the Graham family have been enriched not only by their words, but by the living example their daily walk in life has set for us. Their endless devotion to the advancement of a simple, yet profound message has truly changed the lives of millions of people around the globe.

I can think of no better recipients of this award than the Reverend and Mrs. Billy Graham. May this award serve as a small token of appreciation for their lifetime of service.

Mr. CASTLE. Mr. Speaker, I yield back the balance of my time.

Mr. SPEAKER pro tempore (Mr. WHITE). The question is on the motion offered by the gentleman from Delaware [Mr. CASTLE] that the House suspend the rules and pass the bill, H.R. 2857.

The question was taken.

Mr. CASTLE. Mr. Speaker, I object to the vote on the ground that a quorum is not present and make the point of order that a quorum is not present.

The SPEAKER pro tempore. Pursuant to clause 5, rule I, and the Chair's prior announcement, further proceedings on this motion will be postponed.

The point of no quorum is considered withdrawn.

PRIVILEGES OF THE HOUSE—PROTECTING CREDITWORTHINESS OF UNITED STATES, AVOIDING DEFAULT, AND AVERTING ANOTHER GOVERNMENT SHUTDOWN

Mr. DOGGETT. Mr. Speaker, pursuant to clause (2)(a)(1) of rule XI, I give notice of my intention to offer a resolution on behalf of myself and the gentleman from Houston, TX [Mr. BENTSEN], who is at the mike and who joins me today.

Mr. Speaker, this would be a resolution that raises a question of the privileges of the House and the form of the resolution is as follows:

Whereas, the inability of the House to pass an adjustment in the public debt limit unburdened by the unrelated political agenda of either party, an adjustment to maintain the creditworthiness of the United States and to avoid disruption of interest rates and

the financial markets, brings discredit upon the House;

Whereas, the inability of the House to pass a clean resolution to continue normal governmental operations so as to end the abuse of American citizens and their hard-earned dollars, Federal employees, private businesses who perform work for the Federal government, and those who rely upon Federal services as a bargaining tactic to gain political advantage in the budget negotiations, brings discredit upon the House;

Whereas, previous inaction of the House has already cost the American taxpayer about \$1.5 billion in wasteful governmental shutdown costs, reduced the productivity and responsiveness of federal agencies and caused untold human suffering;

Whereas, the failure of the House of Representatives to adjust the federal debt limit and keep the nation from default or to act on legislation to avert another government shutdown impairs the dignity of the House, the integrity of its proceedings and the esteem the public holds for the House;

Resolved, That upon the adoption of this resolution the enrolling clerk of the House of Representatives shall prepare an engrossment of the bill, H.R. 2862, and the joint resolution, H.J. Res. 157. The vote by which this resolution is adopted by the House shall be deemed to have been a vote in favor of such bill and a vote in favor of such joint resolution upon final passage in the House of Representatives. Upon engrossment of the bill and the joint resolution, each shall be deemed to have passed the House of Representatives and been duly certified and examined; the engrossed copies shall be signed by the Clerk and transmitted to the Senate for further legislative action; and (upon final passage by both Houses) the bill and the joint resolution shall be signed by the presiding officers of both Houses and presented to the President for his signature (and otherwise treated for all purposes) in the manner provided for bills and joint resolution generally.

Mr. BENTSEN. Mr. Speaker, in respect to the resolution offered by the gentleman from Texas [Mr. DOGGETT], my colleague, as it related—

The SPEAKER pro tempore. The Chair would inform the gentleman that the resolution is not debatable at this time.

PARLIAMENTARY INQUIRY

Mr. BENTSEN. Mr. Speaker, I have a parliamentary inquiry.

The SPEAKER pro tempore. The gentleman will state it.

Mr. BENTSEN. Mr. Speaker, is it in order at this time to determine whether or not this rule IX applies to this resolution and is it also in order at this time for the House to debate whether rule IX would apply with respect to this resolution?

The SPEAKER pro tempore. The Chair would inform the gentleman that under rule IX, a resolution offered from the floor by a Member other than the majority leader or the minority leader as a question of the privileges of the House has immediate precedence only at a time or place designated by the Speaker in the legislative schedule within 2 legislative days its being properly noticed. The Chair will announce the Speaker's designation at a later time. In the meantime, the form of the resolution proffered by the gentleman from Texas will appear in the RECORD at this point.

The Chair is not at this point making a determination as to whether the resolution constitutes a question of privilege. That determination will be made at the time designated by the Speaker for consideration of the resolution.

Mr. DOGGETT. Mr. Speaker, we thank you and we stand ready to proceed upon proper notice.

SADDLEBACK MOUNTAIN-ARIZONA SETTLEMENT ACT OF 1995

Mr. GALLEGLY. Mr. Speaker, I move to suspend the rules and pass the Senate bill (S. 1341) to provide for the transfer of certain lands to the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, and for other purposes.

The Clerk read as follows:

S. 1341

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 "Saddleback Mountain-Arizona Settlement Act of 1995".

SEC. 2. FINDINGS AND PURPOSES.

(a) FINDINGS.—Congress finds that—

(1) the Salt River Pima-Maricopa Indian Community and the city of Scottsdale, Arizona, have a longstanding interest in a 701-acre tract of land known as the "Saddleback Property", that lies within the boundaries of the City and abuts the north boundary of the Salt River Pima-Maricopa Indian Reservation;

(2) the Saddleback Property includes Saddleback Mountain and scenic hilly terrain along the Shea Boulevard corridor in Scottsdale, Arizona, that—

(A) has significant conservation value; and

(B) is of historic and cultural significance to the community;

(3) in 1989, the Resolution Trust Corporation acquired the Saddleback Property as a receiver for the Sun City Savings and Loan Association;

(4) after the Saddleback Property was noticed for sale by the Resolution Trust Corporation, a dispute between the Community and the City arose concerning the future ownership, use, and development of the Saddleback Property;

(5) the Community and the City each filed litigation with respect to that dispute, but in lieu of pursuing that litigation, the Community and the City negotiated a Settlement Agreement that—

(A) addresses the concerns of each of those parties with respect to the future use and development of the Saddleback Property; and

(B) provides for the dismissal of the litigation;

(6) under the Settlement Agreement, subject to detailed use and development agreements—

(A) the Community will purchase a portion of the Saddleback Property; and

(B) the City will purchase the remaining portion of that property; and

(7) the Community and the City agree that the enactment of legislation by Congress to ratify the Settlement Agreement is necessary in order for—

(A) the Settlement Agreement to become effective; and

(B) the United States to take into trust the property referred to in paragraph (6)(A) and make that property a part of the Reservation.

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

(1) to approve and confirm the Settlement, Release, and Property Conveyance Agreement executed by the Community, the City, and the Resolution Trust Corporation;

(2) to ensure that the Settlement Agreement (including the Development Agreement, the Use Agreement, and all other associated ancillary agreements and exhibits)—

(A) is carried out; and

(B) is fully enforceable in accordance with its terms, including judicial remedies and binding arbitration provisions; and

(3) to provide for the taking into trust by the United States of the portion of the Saddleback Property purchased by the Community in order to make that portion a part of the Reservation.

SEC. 3. DEFINITIONS.

For the purposes of this Act, the following definitions shall apply:

(1) CITY.—The term "City" means the city of Scottsdale, Arizona, which is a municipal corporation in the State of Arizona.

(2) COMMUNITY.—The term "Community" means the Salt River Pima-Maricopa Indian Community, which is a federally recognized Indian tribe.

(3) DEDICATION PROPERTY.—The term "Dedication Property" means a portion of the Saddleback Property, consisting of approximately 27 acres of such property, that the City will acquire in accordance with the Settlement Agreement.

(4) DEVELOPMENT AGREEMENT.—The term "Development Agreement" means the agreement between the City and the Community, executed on September 11, 1995, that sets forth conditions and restrictions that—

(A) are supplemental to the Settlement, Release and Property Conveyance Agreement referred to in paragraph (1)(A); and

(B) apply to the future use and development of the Development Property.

(5) DEVELOPMENT PROPERTY.—The term "Development Property" means a portion of the Saddleback Property, consisting of approximately 211 acres, that the Community will acquire in accordance with the Settlement Agreement.

(6) MOUNTAIN PROPERTY.—The term "Mountain Property" means a portion of the Saddleback Property, consisting of approximately 365 acres, that the Community will acquire in accordance with the Settlement Agreement.

(7) PRESERVATION PROPERTY.—The term "Preservation Property" means a portion of the Saddleback Property, consisting of approximately 98 acres, that the City will acquire in accordance with the Settlement Agreement.

(8) RESERVATION.—The term "Reservation" means the Salt River Pima-Maricopa Indian Reservation.

(9) SADDLEBACK PROPERTY.—The term "Saddleback Property" means a tract of land that—

(A) consists of approximately 701 acres within the city of Scottsdale, Arizona; and

(B) includes the Dedication Property, the Development Property, the Mountain Property, and the Preservation Property.

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

(11) SETTLEMENT AGREEMENT.—The term "Settlement Agreement"—

(A) means the Settlement, Release and Property Conveyance Agreement executed on September 11, 1995, by the Community, the City, and the Resolution Trust Corporation (in its capacity as the Receiver for the Sun City Savings and Loan Association, F.S.A.); and

(B) includes the Development Agreement, the Use Agreement, and all other associated ancillary agreements and exhibits.

(12) USE AGREEMENT.—The term "Use Agreement" means the agreement between

the City and the Community, executed on September 11, 1995, that sets forth conditions and restrictions that—

(A) are supplemental to the Settlement, Release and Property Conveyance Agreement referred to in paragraph (11)(A); and

(B) apply to the future use and development of the Mountain Property.

SEC. 4. APPROVAL OF AGREEMENT.

The Settlement Agreement is hereby approved and ratified and shall be fully enforceable in accordance with its terms and the provisions of this Act.

SEC. 5. TRANSFER OF PROPERTIES.

(a) IN GENERAL.—Upon satisfaction of all conditions to closing set forth in the Settlement Agreement, the Resolution Trust Corporation shall transfer, pursuant to the terms of the Settlement Agreement—

(1) to the Secretary, the Mountain Property and the Development Property purchased by the Community from the Resolution Trust Corporation; and

(2) to the City, the Preservation Property and the Dedication Property purchased by the City from the Resolution Trust Corporation.

(b) TRUST STATUS.—The Mountain Property and the Development Property transferred pursuant to subsection (a)(1) shall, subject to sections 6 and 7—

(1) be held in trust by the United States for the Community; and

(2) become part of the Reservation.

(c) LIMITATION ON LIABILITY.—Notwithstanding any other provision of law, the United States shall not incur any liability for conditions, existing prior to the transfer, on the parcels of land referred to in subsection (b) to be transferred to the United States in trust for the Salt River Pima-Maricopa Indian Community.

(d) RECORDS.—Upon the satisfaction of all of the conditions of closing set forth in the Settlement Agreement, the Secretary shall file a plat of survey depicting the Saddleback Property (that includes a depiction of the Dedication Property, the Development Property, the Mountain Property, and the Preservation Property) with—

(1) the office of the Recorder of Maricopa County, Arizona; and

(2) the Titles and Records Center of the Bureau of Indian Affairs, located in Albuquerque, New Mexico.

SEC. 6. LIMITATIONS ON USE AND DEVELOPMENT.

Upon the satisfaction of all of the conditions of closing set forth in the Settlement Agreement, the properties transferred pursuant to paragraphs (1) and (2) of section 5(a) shall be subject to the following limitations and conditions on use and development:

(1) PRESERVATION PROPERTY.—

(A) IN GENERAL.—Except as provided in subparagraph (B), the Preservation Property shall be forever preserved in its natural state for use only as a public park or recreation area that shall—

(i) be utilized and maintained for the purposes set forth in section 4(C) of the Settlement Agreement; and

(ii) be subject to the restrictions set forth in section 4(C) of the Settlement Agreement.

(B) SHEA BOULEVARD.—At the sole discretion of the City, a portion of the Preservation Property may be used to widen, reconfigure, repair, or reengineer Shea Boulevard in accordance with section 4(D) of the Settlement Agreement.

(2) DEDICATION PROPERTY.—The Dedication Property shall be used to widen, reconfigure, repair, or reengineer Shea Boulevard and 136th Street, in accordance with sections 4(D) and 7 of the Settlement Agreement.

(3) MOUNTAIN PROPERTY.—Except for the areas in the Mountain Property referred to