

AMENDMENT NO. _____ Calendar No. _____

Purpose: In the nature of a substitute.

IN THE SENATE OF THE UNITED STATES—119th Cong., 2d Sess.

S. 90

To prohibit the use of funds by the Secretary of the Interior
to finalize and implement certain travel management
plans in the State of Utah.

Referred to the Committee on _____ and
ordered to be printed

Ordered to lie on the table and to be printed

AMENDMENT IN THE NATURE OF A SUBSTITUTE intended
to be proposed by _____

Viz:

1 Strike all after the enacting clause and insert the fol-
2 lowing:

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Historic Roadways
5 Protection Act”.

6 **SEC. 2. PROHIBITION ON USE OF FUNDS TO FINALIZE AND**

7 **IMPLEMENT CERTAIN TRAVEL MANAGEMENT**

8 **PLANS IN THE STATE OF UTAH.**

9 (a) DEFINITIONS.—In this section:

10 (1) APPLICABLE PERIOD.—The term “applica-
11 ble period” means the period that begins on the date

1 of enactment of this Act and ends on the date on
2 which the Secretary certifies to Congress that each
3 of the R.S. 2477 cases has been adjudicated or oth-
4 erwise resolved.

5 (2) COVERED TRAVEL MANAGEMENT AREA.—
6 The term “covered travel management area” means
7 any of the following travel management areas in the
8 State of Utah referenced in the Settlement Agree-
9 ment:

10 (A) The Henry Mountains and Fremont
11 Gorge Travel Management Area.

12 (B) The Dinosaur (North) Travel Manage-
13 ment Area.

14 (C) The Book Cliffs Travel Management
15 Area (Vernal and Moab Field Offices).

16 (D) The Nine Mile Canyon Travel Man-
17 agement Area (Vernal and Price Field Offices).

18 (E) The San Rafael Swell Travel Manage-
19 ment Area (Price and Richfield Field Offices).

20 (F) The Dolores River Travel Management
21 Area.

22 (G) The Trail Canyon Travel Management
23 Area.

24 (H) The Paunsaugunt Travel Management
25 Area.

1 (I) The Indian Creek (Canyon Rims) Trav-
2 el Management Area.

3 (J) The San Rafael Desert Travel Manage-
4 ment Area.

5 (K) The Labyrinth/Gemini Bridges Travel
6 Management Area.

7 (3) R.S. 2477 CASE.—The term “R.S. 2477
8 case” means each of—

9 (A) Beaver County and State of Utah v.
10 United States (Case No. 2:12-cv-423-CW);

11 (B) Box Elder County and State of Utah
12 v. United States (Case No. 1:12-cv-105-DB);

13 (C) Carbon County and State of Utah v.
14 United States (Case No. 2:12-cv-427-DB);

15 (D) Daggett County and State of Utah v.
16 United States (Case No. 2:12-cv-447-RJS);

17 (E) Duchesne County and State of Utah v.
18 United States (Case No. 2:12-cv-425-CW);

19 (F) Emery County and State of Utah v.
20 United States (Case No. 2:12-cv-429-CW);

21 (G) Garfield County and State of Utah v.
22 United States (Case No. 2:12-cv-478-TC);

23 (H) Grand County and State of Utah v.
24 United States (Case No. 2:12-cv-466-DN);

1 (I) Iron County and State of Utah v.
2 United States (Case No. 2:12-cv-472-BSJ);

3 (J) Juab County and State of Utah v.
4 United States (Case No. 2:12-cv-462-DB);

5 (K) Kane County and State of Utah v.
6 United States (Case No. 2:12-cv-1073-CW)
7 (consolidated with Case No. 2:11-cv-1031-CW;
8 Case No. 2:12-cv-476-CW).

9 (L) Millard County and State of Utah v.
10 United States (Case No. 2:12-cv-451-DB);

11 (M) Piute County and State of Utah v.
12 United States (Case No. 2:12-cv-428-CW);

13 (N) Rich County and State of Utah v.
14 United States (Case No. 2:12-cv-424-DN);

15 (O) San Juan County and State of Utah
16 v. United States (Case No. 2:12-cv-467-DAK);

17 (P) Sanpete County and State of Utah v.
18 United States (Case No. 2:12-cv-430-DB);

19 (Q) Sevier County and State of Utah v.
20 United States (Case No. 2:12-cv-452-DN);

21 (R) Tooele County and State of Utah v.
22 United States (Case No. 2:12-cv-477-CW);

23 (S) Uintah County and State of Utah v.
24 United States (Case No. 2:12-cv-461-DAK);

1 (T) Utah County and State of Utah v.
2 United States (Case No. 2:12-cv-426-CW);

3 (U) Washington County and State of Utah
4 v. United States (Case No. 2:12-cv-471-RJS);

5 (V) Wayne County and State of Utah v.
6 United States (Case No. 2:12-cv-434-DN).

7 (W) Carbon County (1) and State of Utah
8 v. United States (Case No. 2:11-cv-1043);

9 (X) Garfield County and State of Utah v.
10 United States (Case No. 2:11-cv-1045);

11 (Y) Juab County and State of Utah v.
12 United States (Case No. 2:12-cv-584);

13 (Z) Kane County (1) and State of Utah v.
14 United States (Case No. 2:08-cv-315); and

15 (AA) Washington County and State of
16 Utah v. United States (Case No. 2:12-cv-478).

17 (4) SECRETARY.—The term “Secretary” means
18 the Secretary of the Interior, acting through the Di-
19 rector of the Bureau of Land Management.

20 (5) SETTLEMENT AGREEMENT.—The term
21 “Settlement Agreement” means the settlement
22 agreement in Southern Utah Wilderness Alliance, et
23 al. v. U.S. Department of the Interior, et al. (Con-
24 solidated Case No. 2:12-cv-257 DAK) that was en-
25 tered into on January 13, 2017.

1 (b) PROHIBITION ON USE OF FUNDS BY THE SEC-
2 RETARY OF THE INTERIOR TO FINALIZE AND IMPLEMENT
3 CERTAIN TRAVEL MANAGEMENT PLANS.—During the ap-
4 plicable period, notwithstanding any other provision of
5 law—

6 (1) the Secretary may not obligate or expend
7 Federal funds—

8 (A) to implement, with respect to land
9 within the boundary of the State of Utah, a
10 travel management plan for a covered travel
11 management area finalized after the effective
12 date of the Settlement Agreement; or

13 (B) to finalize, with respect to land within
14 the boundary of the State of Utah, a travel
15 management plan for—

16 (i) the Dinosaur (North) Travel Man-
17 agement Area;

18 (ii) the Book Cliffs Travel Manage-
19 ment Area;

20 (iii) the Nine Mile Canyon Travel
21 Management Area;

22 (iv) the Dolores River Travel Manage-
23 ment Area;

24 (v) the Trail Canyon Travel Manage-
25 ment Area; or

1 (vi) the Paunsaugunt Travel Manage-
2 ment Area; and
3 (2) a travel management area referred to in
4 paragraph (1)(B) shall be subject to the travel man-
5 agement plan for the applicable travel management
6 area in effect on the day before the effective date of
7 the Settlement Agreement.