

107TH CONGRESS
2D SESSION

H. R. 3881

To authorize the Secretary of the Interior to engage in studies relating to enlarging Pueblo Dam and Reservoir and Sugar Loaf Dam and Turquoise Lake, Fryingpan-Arkansas Project, Colorado, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

MARCH 6, 2002

Mr. HEFLEY (for himself, Mr. MCINNIS, Mr. SCHAFFER, and Mr. TANCREDI) introduced the following bill; which was referred to the Committee on Resources

A BILL

To authorize the Secretary of the Interior to engage in studies relating to enlarging Pueblo Dam and Reservoir and Sugar Loaf Dam and Turquoise Lake, Fryingpan-Arkansas Project, Colorado, 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,*

3 **SECTION 1. PURPOSES.**

4 (a) The purposes of this Act are the following:

5 (1) To authorize the Secretary of the Interior
6 to engage in studies relating to enlarging Pueblo
7 Dam and Reservoir and Sugar Loaf Dam and Tur-

1 quoise Lake, Fryingpan-Arkansas Project, Colorado,
2 as described in the Preferred Storage Options Plan
3 Report published September 21, 2000, by the South-
4 eastern Colorado Water and Storage Needs Assess-
5 ment Enterprise and the Final PSOP Implementa-
6 tion Committee Report dated April 19, 2001.

7 (2) To authorize the Secretary to enter into
8 contracts for the use of excess storage and convey-
9 ance capacity of certain east slope facilities of the
10 Fryingpan-Arkansas Project, Colorado, for munic-
11 ipal, water banking, and other purposes, as de-
12 scribed in the Preferred Storage Options Plan Re-
13 port published September 21, 2000, by the South-
14 eastern Colorado Water and Storage Needs Assess-
15 ment Enterprise and Final PSOP Implementation
16 Committee Report dated April 19, 2001, by amend-
17 ing the Act of August 16, 1962 (76 Stat. 389 et
18 seq.).

19 (3) To authorize the Secretary to enter into
20 temporary contracts with any agency or entity, pri-
21 vate or public, operating a water bank established
22 pursuant to Colorado law, for use of facilities for the
23 impounding, storage, and carriage of nonproject
24 water for irrigation, domestic, municipal, industrial,
25 and other beneficial purposes.

1 (4) To authorize the Secretary to enter into
2 contracts with the City of Aurora, Colorado, or an
3 enterprise of the City, for use of storage or carrying
4 capacity excess of the requirements of the
5 Fryingpan-Arkansas Project, Colorado, for the im-
6 pounding, storage, and carriage of nonproject water
7 for domestic, municipal, industrial, and other bene-
8 ficial purposes as provided herein.

9 (5) To authorize the Secretary to enter into
10 contracts with the Pueblo West Metropolitan Dis-
11 trict, Colorado, or an enterprise of the District, for
12 use of storage or carrying capacity excess of the re-
13 quirements of the Fryingpan-Arkansas Project, Col-
14 orado, for the impounding, storage, and carriage of
15 nonproject water for domestic, municipal, industrial,
16 and other beneficial purposes as provided herein.

17 (b) Nothing in this Act is intended to—

18 (1) impair or otherwise interfere with the
19 project's authorized purposes or existing contractual
20 obligations of the Secretary or project beneficiaries,
21 including the renewal of any such contracts;

22 (2) increase diversions of project water from
23 the natural basin of the Colorado River;

24 (3) increase diversions of nonproject water from
25 the natural basin of the Colorado River within Colo-

1 rado into another river basin for delivery or storage,
 2 except as provided in this Act;

3 (4) impair or otherwise interfere with Contract
 4 Nos. 00XX6C0049 and 0009D6C0048 between the
 5 Board of Water Works of Pueblo, Colorado, and the
 6 United States, or the renewal of Contract Nos.
 7 00XX6C0049 and 0009D6C0048 pursuant to the
 8 authority that provides the legal basis therefor; or

9 (5) affect the interpretation or implementation
 10 of existing law or legislation for any other congres-
 11 sionally authorized water project.

12 **SEC. 2. SECRETARY AUTHORIZED TO CONDUCT STUDIES**
 13 **FOR THE ENLARGEMENT OF PUEBLO DAM**
 14 **AND SUGAR LOAF DAM.**

15 (a) The Secretary of the Interior is hereby authorized
 16 to engage in storage space studies, up to and including
 17 a feasibility study pursuant to section 8 of the Federal
 18 Water Project Recreation Act (16 U.S.C. 4601–19) and
 19 section 9(a) of the Act of August 4, 1939 (Chapter 418;
 20 43 U.S.C. 485h(a)), as may be appropriate, relating to
 21 enlarging Pueblo Dam and Reservoir and Sugar Loaf
 22 Dam and Turquoise Lake, Fryingpan-Arkansas Project,
 23 Colorado, including studies for the purpose of determining
 24 the potential costs, benefits, and environmental and rec-
 25 reational impacts of such enlargements and the use and

1 operation thereof, as described in the Preferred Storage
2 Options Plan Report published September 21, 2000, by
3 the Southeastern Colorado Water and Storage Needs As-
4 sessment Enterprise and Final PSOP Implementation
5 Committee Report dated April 19, 2001. Any report or
6 reports submitted to the President and Congress prepared
7 pursuant to this provision shall be considered to fulfill the
8 requirements of section 9(a) of the Act of August 4, 1939
9 (Chapter 418; 43 U.S.C. 485h(a)), to the extent that sec-
10 tion may be applicable.

11 (b) Before funds are expended for the studies author-
12 ized by this section, the Southeastern Colorado Water Ac-
13 tivity Enterprise shall agree to participate in the studies
14 and to fund the costs of the studies. The Southeastern
15 Colorado Water Activity Enterprise's funding of the costs
16 may be provided partly or wholly in the form of services
17 directly related to the conduct of the studies.

18 **SEC. 3. SECRETARY AUTHORIZED TO ENTER INTO CON-**
19 **TRACTS FOR THE USE OF EXCESS STORAGE**
20 **AND CONVEYANCE CAPACITY OF CERTAIN**
21 **EAST SLOPE FACILITIES OF THE FRYINGPAN-**
22 **ARKANSAS PROJECT, COLORADO.**

23 The Act of August 16, 1962 (76 Stat. 389), is
24 amended by adding at the end the following:

1 “SEC. 8. (a) The Secretary is authorized to enter into
2 contracts with any agency or entity, private or public, sup-
3 plying water for municipal and other purposes within the
4 project boundaries, for the use of excess water storage and
5 conveyance capacity for nonproject water in certain east
6 slope facilities, as described in the Preferred Storage Op-
7 tions Plan Report published September 21, 2000, by the
8 Southeastern Colorado Water and Storage Needs Assess-
9 ment Enterprise and Final PSOP Implementation Com-
10 mittee Report dated April 19, 2001, after consultation
11 with the Board of Directors of the Southeastern Colorado
12 Water Activity Enterprise: *Provided, however,* That such
13 contracts shall not impair or otherwise interfere with—
14 “(1) the project’s authorized purposes,
15 “(2) the ability of the project contractors to
16 meet existing Federal repayment obligations,
17 “(3) the storage allocations and limitations pur-
18 suant to Contract No. 5–07–70–W0086, as amend-
19 ed, between the Southeastern Colorado Water Con-
20 servancy District and the United States, and the al-
21 location principles adopted by the Southeastern Col-
22 orado Water Conservancy District on November 29,
23 1979, and confirmed by the District Court of Pueblo
24 County in Civil Action No. 40487 by decree dated
25 December 18, 1979, including any subsequent modi-

1 fications made by the District that are confirmed by
2 the District Court,

3 “(4) the yield of the project from its West Slope
4 and East Slope water rights, or

5 “(5) the capacity in Reclamation project facili-
6 ties which is needed to satisfy project purposes and
7 contractual obligations with a term exceeding one
8 year existing at the time of the execution of a con-
9 tract under the authority of this subsection.

10 “(b) The term of any contract executed pursuant to
11 this section shall not exceed the remaining term of Con-
12 tract No. 5–07–70–W0086, as amended, between the
13 Southeastern Colorado Water Conservancy District and
14 the United States. The Secretary shall renew any contract
15 executed pursuant to this section at the end of the con-
16 tract term on such conditions as the Secretary finds to
17 be just and equitable. The term of such contract renewal
18 shall be for a duration no less than the term granted the
19 Southeastern Colorado Water Conservancy District under
20 the contractual arrangement negotiated upon the expira-
21 tion of Contract No. 5–07–70–W0086.

22 “(c) To the extent water stored under the project’s
23 winter water storage program spills from Pueblo Reservoir
24 due to execution of a contract executed pursuant to this
25 section, it will not be considered impairment or inter-

1 ference under subsection (a)(5) if the holders of such
2 stored water are compensated by a credit for purchase of
3 project water to replace such spilled water, such credit to
4 be financed by a surcharge as described in subsection
5 (d)(4) imposed on contracts executed pursuant to this sec-
6 tion.

7 “(d) The Secretary shall not execute a contract pur-
8 suant to this section with any entity that has not signed
9 an agreement with the Southeastern Colorado Water Ac-
10 tivity Enterprise—

11 “(1) agreeing to reimburse an appropriate
12 amount of the Southeastern Colorado Water Activity
13 Enterprise’s implementation and development costs,
14 including such costs reimbursed to the United
15 States, incurred in determining and making excess
16 storage or conveyance capacity available for such
17 storage of nonproject water by municipal water pro-
18 viders within the project boundaries,

19 “(2) agreeing to cooperate in a flow manage-
20 ment program designed to maintain target minimum
21 flows of 100 c.f.s. on the Arkansas River just below
22 Pueblo Dam, as provided in the Implementation
23 Committee Report dated April 19, 2001,

24 “(3) agreeing to participate in a long-term
25 water quality monitoring program as outlined in the

1 Implementation Committee Report dated April 19,
2 2001, and

3 “(4) agreeing to pay any surcharges determined
4 appropriate and necessary by the Southeastern Colo-
5 rado Water Activity Enterprise Board of Directors,
6 as described in the Preferred Storage Options Plan
7 Report published September 21, 2000, by the South-
8 eastern Colorado Water and Storage Needs Assess-
9 ment Enterprise and the Final PSOP Implementa-
10 tion Committee Report dated April 19, 2001.

11 All such charges established by the Southeastern Colorado
12 Water Activity Enterprise shall be paid by the person or
13 by the agency or entity, private or public, which contracts
14 for the use of excess capacity, directly to the Southeastern
15 Colorado Water Activity Enterprise, not to the Secretary,
16 at such times and in such manner as the Southeastern
17 Colorado Water Activity Enterprise may direct.

18 “SEC. 9. (a) The Secretary is authorized to enter into
19 temporary contracts with any agency or entity, private or
20 public, operating a water bank established pursuant to
21 Colorado law, for use of facilities of the Fryingpan-Arkan-
22 sas Project for the impounding, storage, and carriage of
23 nonproject water for irrigation, domestic, municipal, in-
24 dustrial, and other beneficial purposes.

1 “(b) No contract executed under the authority of sub-
2 section (a) shall impair or otherwise interfere with—

3 “(1) the project’s authorized purposes,

4 “(2) the ability of the project contractors to
5 meet existing Federal repayment obligations,

6 “(3) the storage allocations and limitations pur-
7 suant to contract No. 5–07–70–W0086, as amended,
8 between the Southeastern Colorado Water Conser-
9 vancy District and the United States, and the alloca-
10 tion principles adopted by the Southeastern Colorado
11 Water Conservancy District on November 29, 1979,
12 and confirmed by the District Court of Pueblo Coun-
13 ty in Civil Action No. 40487 by decree dated Decem-
14 ber 18, 1979, including any subsequent modifica-
15 tions made by the District that are confirmed by the
16 District Court,

17 “(4) the yield of the project from its West Slope
18 and East Slope water rights, or

19 “(5) the capacity in Reclamation project facili-
20 ties which is needed to satisfy project purposes and
21 contractual obligations existing at the time of the
22 execution of a contract under the authority of this
23 subsection.

24 “(c) The Secretary shall not execute a contract pur-
25 suant to this section with any entity that has not signed

1 an agreement with the Southeastern Colorado Water Ac-
2 tivity Enterprise, unless the entity requesting the contract
3 is the Southeastern Colorado Water Activity Enterprise.

4 “SEC. 10. All revenue generated pursuant to con-
5 tracts executed under sections 8, 9, 13, and 14, except
6 for those revenues generated pursuant to the surcharges
7 described in section 8(d)(4), shall be credited first to a
8 proportionate share of annual operations and maintenance
9 costs and then to repayment of the project in the year
10 the contract revenue is generated until such time as the
11 costs of the project have been repaid: *Provided, however,*
12 That the revenues so credited shall not be applied so as
13 to reduce the amount of the current annual payments due
14 to the Secretary from the project contractors or any other
15 parties that are responsible for paying outstanding reim-
16 bursable construction costs. Once the costs of the project
17 have been repaid, all revenue generated pursuant to con-
18 tracts executed under sections 8, 9, 13, and 14 except for
19 those revenues generated pursuant to the surcharges de-
20 scribed in sections 8(d)(4), shall be credited first to annual
21 operations and maintenance costs and then to the Rec-
22 lamation fund, to be used exclusively for the purpose of
23 financing extraordinary operations and maintenance, re-
24 habilitation, and replacements of project facilities.

1 “SEC. 11. Nonproject water diverted, stored, im-
2 pounded, pumped, or conveyed under a contract entered
3 into pursuant to sections 8, 9, 13, and 14 shall be exempt
4 from any acreage limitation provisions of the Act of June
5 17, 1902 (32 Stat. 388), and Acts amendatory thereof and
6 supplementary thereto including, but not limited to, the
7 Reclamation Reform Act of 1982 (96 Stat. 1263; 43
8 U.S.C. 390aa–390zz–1) and from any farm unit size limi-
9 tations established pursuant to section 4(c)(5) of the Act
10 of August 11, 1939 (Chapter 717; 16 U.S.C. 590z–
11 2(c)(5)): *Provided, however,* That in the event such non-
12 project water is commingled with project water in Rec-
13 lamation project facilities, and the resulting commingled
14 supply is used to irrigate lands in a project contractor’s
15 service area, then such commingled water shall bear the
16 same acreage limitations or farm unit size limitations as
17 the project water unless—

18 “(1) contract provisions are in effect which pro-
19 vide that project or nonproject water, or both, will
20 be accounted for on a quantitative basis, that project
21 water will not be delivered to ineligible land, and
22 that appropriate charges, as determined by the Sec-
23 retary, will be paid for the project water, and

1 “(2) the charges for the use of the excess ca-
2 pacity include an appropriate interest component, as
3 determined by the Secretary.

4 “SEC. 12. Excess water storage capacity in certain
5 east slope facilities to divert, store, impound, pump, or
6 convey nonproject water made available under contracts
7 executed pursuant to the provisions of section 8 and excess
8 water storage capacity for the impounding, storage, and
9 carriage of nonproject water made available under con-
10 tracts executed pursuant to the provisions of sections 13
11 and 14 shall not be utilized so as to increase diversion
12 of nonproject water from the natural basins of the Colo-
13 rado or Arkansas Rivers within Colorado into another
14 river basin for delivery or storage unless—

15 “(1) the diversion is the subject of a decree en-
16 tered prior to the effective date of this section for
17 which no new infrastructure is necessary to divert
18 the water out of the natural basin, or

19 “(2) the diversion is the subject of an agree-
20 ment in existence on the date of the enactment of
21 this section, contemplating additional diversions di-
22 verted through or stored in the facilities authorized
23 by this Act, between the beneficiary of such
24 transbasin diversion and either the water conserva-
25 tion district, as defined under Colorado law, from

1 within whose boundaries the waters are proposed for
2 diversion or, in the absence thereof, a water conser-
3 vancy district, as defined under Colorado law, that
4 is a project contractor and from within whose
5 boundaries the waters are proposed for diversion, or

6 “(3) the diversion is the subject of an intergov-
7 ernmental agreement or other contractual arrange-
8 ment executed after the date of the enactment of
9 this section, between the beneficiary of such
10 transbasin diversion and either the water conserva-
11 tion district, as defined under Colorado law, from
12 within whose boundaries the waters are proposed for
13 diversion or, in the absence thereof, a water conser-
14 vancy district, as defined under Colorado law, that
15 is a project contractor and from within whose
16 boundaries the waters are proposed for diversion, or

17 “(4) the beneficiary of such transbasin diver-
18 sion provides compensatory storage or alternate
19 water supply in an amount equal to the quantity di-
20 verted out of the basin for the benefit of either the
21 water conservation district, as defined under Colo-
22 rado law, from within whose boundaries the waters
23 are proposed for diversion or, in the absence thereof,
24 a water conservancy district, as defined under Colo-
25 rado law, that is a project contractor and from with-

1 in whose boundaries the waters are proposed for di-
2 version.

3 “SEC. 13. (a) The Secretary of the Interior may enter
4 into contracts with the City of Aurora, Colorado, or an
5 enterprise of the City, for a term not to exceed the remain-
6 ing term of Contract No. 5–07–70–W0086, as amended,
7 between the Southeastern Colorado Water Conservancy
8 District and the United States, for use of storage or car-
9 rying capacity excess of the requirements of the
10 Fryingpan-Arkansas Project, Colorado, for the impound-
11 ing, storage, and carriage of nonproject water for domes-
12 tic, municipal, industrial, and other beneficial purposes:
13 *Provided*, That, as to Arkansas River water, the City or
14 an enterprise of the City has complied with section 12 by
15 execution of an intergovernmental agreement between the
16 City of Aurora, Colorado, or an enterprise of the City, with
17 the Southeastern Colorado Water Conservancy District.

18 “(b) The Secretary of the Interior may enter or renew
19 contracts with the City of Aurora, Colorado, or an enter-
20 prise of the City, following the remaining term of Contract
21 No. 5–07–70–W0086, as amended, between the South-
22 eastern Colorado Water Conservancy District and the
23 United States, for individual terms not to exceed 25 years,
24 for use of storage or carrying capacity excess of the re-
25 quirements of the Fryingpan-Arkansas Project, Colorado,

1 for the impounding, storage, and carriage of nonproject
2 water for domestic, municipal, industrial, and other bene-
3 ficial purposes: *Provided*, That the term of any such con-
4 tracts entered shall not be for a duration that exceeds the
5 term of any contract entered with the Southeastern Colo-
6 rado Water Conservancy District upon the expiration of
7 Contract No. 5-07-70-W0086 or thereafter, and *Provided*
8 *further*, That, as to Arkansas River Water, the City or
9 an enterprise of the City has complied with section 12 by
10 execution of an intergovernmental agreement between the
11 City of Aurora, Colorado, or an enterprise of the City, with
12 the Southeastern Colorado Water Conservancy District, in
13 addition to the intergovernmental agreement provided in
14 subsection (a).

15 “(c) No contract executed under the authority of sub-
16 section (a) or (b) shall impair or otherwise interfere
17 with—

18 “(1) the project’s authorized purposes,

19 “(2) the ability of the project contractors to
20 meet existing Federal repayment obligations,

21 “(3) the storage allocations and limitations pur-
22 suant to Contract No. 5-07-70-W0086, as amend-
23 ed, between the Southeastern Colorado Water Con-
24 servancy District and the United States, and the al-
25 location principles adopted by the Southeastern Col-

1 orado Water Conservancy District on November 29,
2 1979, and confirmed by the District Court of Pueblo
3 County in Civil Action No. 40487 by decree dated
4 December 18, 1979, including any subsequent modi-
5 fications made by the District that are confirmed by
6 the District Court,

7 “(4) the yield of the project from its West Slope
8 and East Slope water rights,

9 “(5) the capacity in Reclamation project facili-
10 ties which is needed to satisfy project purposes and
11 contractual obligations existing at the time of the
12 execution of a contract under the authority of this
13 subsection, or

14 “(6) the ability of qualified entities located
15 within the project service boundaries to enter into
16 contracts for the use of excess water storage and
17 conveyance capacity pursuant to section 8 or any
18 other authority under Reclamation law.

19 “SEC. 14. (a) The Secretary of the Interior may enter
20 into contracts with the Pueblo West Metropolitan District,
21 Colorado, or an enterprise of the District, supplying water
22 for municipal and other purposes within the project
23 boundaries, for the use of excess water storage and con-
24 veyance capacity for nonproject water in certain east slope
25 facilities for use of storage or carrying capacity excess of

1 the requirements of the Fryingpan-Arkansas Project, Col-
2 orado, for the impounding, storage, and carriage of non-
3 project water for domestic, municipal, industrial, and
4 other beneficial purposes: *Provided, however,* That such
5 contracts shall not impair or otherwise interfere with—

6 “(1) the project’s authorized purposes,

7 “(2) the ability of the project contractors to
8 meet existing Federal repayment obligations,

9 “(3) the storage allocations and limitations pur-
10 suant to Contract No. 5–07–70–W0086, as amend-
11 ed, between the Southeastern Colorado Water Con-
12 servancy District and the United States, and the al-
13 location principles adopted by the Southeastern Col-
14 orado Water Conservancy District on November 29,
15 1979, and confirmed by the District Court of Pueblo
16 County in Civil Action No. 40487 by decree dated
17 December 18, 1979, including any subsequent modi-
18 fications made by the District that are confirmed by
19 the District Court,

20 “(4) the yield of the project from its West Slope
21 and East Slope water rights, or

22 “(5) the capacity in Reclamation project facili-
23 ties which is needed to satisfy project purposes and
24 contractual obligations with a term exceeding one
25 year, not including any contract executed pursuant

1 to the authority in section 13, existing at the time
2 of the execution of a contract under the authority of
3 this subsection, or

4 “(6) the ability of qualified entities located
5 within the project service boundaries to enter into
6 contracts for the use of excess water storage and
7 conveyance capacity pursuant to section 8.

8 “(b) The term of any contract executed pursuant to
9 this section shall not exceed the remaining term of Con-
10 tract No. 5–07–70–W0086, as amended, between the
11 Southeastern Colorado Water Conservancy District and
12 the United States. The Secretary may enter or renew con-
13 tracts with the District, or an enterprise of the District,
14 pursuant to this section, following the remaining term of
15 Contract No. 5–07–70–W0086, as amended, between the
16 Southeastern Colorado Water Conservancy District and
17 the United States, for individual terms not to exceed 40
18 years: *Provided*, That the term of any such contracts en-
19 tered shall not be for a duration that exceeds the term
20 of any contract entered with the Southeastern Colorado
21 Water Conservancy District upon the expiration of Con-
22 tract No. 5–07–70–W0086 or thereafter.

23 “(c) To the extent water stored under the project’s
24 winter water storage program spills from Pueblo Reservoir
25 due to execution of a contract executed pursuant to this

1 section, it will not be considered impairment or inter-
2 ference under subsection (a)(5) if the holders of such
3 stored water are compensated by a credit for purchase of
4 project water to replace such spilled water, such credit to
5 be financed by a surcharge as described in subsection
6 (d)(4) imposed on contracts executed pursuant to this sec-
7 tion.

8 “(d) The Secretary shall not execute a contract pur-
9 suant to this section with Pueblo West Metropolitan Dis-
10 trict, or an enterprise of the District, until that entity has
11 signed an agreement with the Southeastern Colorado
12 Water Activity Enterprise—

13 “(1) agreeing to reimburse an appropriate
14 amount of the Southeastern Colorado Water Activity
15 Enterprise’s implementation and development costs,
16 including such costs reimbursed to the United
17 States, incurred in determining and making excess
18 storage or conveyance capacity available for such
19 storage of nonproject water by municipal water pro-
20 viders within the project boundaries,

21 “(2) agreeing to cooperate in a flow manage-
22 ment program designed to maintain target minimum
23 flows of 100 c.f.s. on the Arkansas River just below
24 Pueblo Dam, as provided in the Implementation
25 Committee Report dated April 19, 2001,

1 “(3) agreeing to participate in a long-term
2 water quality monitoring program as outlined in the
3 Implementation Committee Report dated April 19,
4 2001, and

5 “(4) agreeing to pay any surcharges determined
6 appropriate and necessary by the Southeastern Colo-
7 rado Water Activity Enterprise Board of Directors,
8 as described in the Preferred Storage Options Plan
9 Report published September 21, 2000, by the South-
10 eastern Colorado Water and Storage Needs Assess-
11 ment Enterprise and the Final PSOP Implementa-
12 tion Committee Report dated April 19, 2001.

13 All such charges established by the Southeastern Colorado
14 Water Activity Enterprise shall be paid by the person or
15 by the agency or entity, private or public, which contracts
16 for the use of excess capacity, directly to the Southeastern
17 Colorado Water Activity Enterprise, not to the Secretary,
18 at such times and in such manner as the Southeastern
19 Colorado Water Activity Enterprise may direct.”.

○