

# EXHIBIT A



**COLORADO**  
**Parks and Wildlife**  
 Department of Natural Resources

## 2022-2023 SNOWMOBILE PROGRAM Grant Application

<b>Name of Project:</b> White River Groomer Replacement		<b>Date of Application:</b> 4/15/2023	
<i>(Please limit the project name to 5 words or less)</i>			
<b>Total Project Cost:</b> \$ 286,000		<b>Grant Request:</b> \$ 30,000	
<i>Amount Requested (round off to the nearest \$1) must match the Project Budget Form:</i>			
<b>PROJECT SPONSOR</b> (Name and Address for entity legally responsible for project)			
Organization Name: White River Snowmobile Club			
Mailing Address: Po Box 803 Meeker, Co			
		Fax:	
Telephone: 970-319-7473		Email: Kphoss11@gmail.com	
<b>PROJECT CONTACT</b> This is the person with day-to-day responsibility for the managing the project, ensuring the contract scope of work will be fulfilled. Please notify us if <i>Project Contact</i> changes.			
Name: Kirk Hossack		Title: President	
Mailing Address: 887 Hill St, Meeker, Co 81641			
Telephone: 970-319-7473	Fax:	Email Kphoss11@gmail.com	
Is this the primary contact for this grant:    YES   X    NO			
<b>PROJECT CLOSE-OUT CONTACT</b> This is the person responsible for submitting receipts for project spending and close-out. Please notify us if <i>Project Contact</i> changes.			
Name: Kirk Hossack		Title: President	
Mailing Address: 887 Hill St. Meeker, Co 81641			
Telephone: 970-319-7473	Fax:	Email: Kphoss11@gmail.com	
Mailing Address:			
Telephone:	Fax:	Email:	
<b>PROJECT LOCATION</b>			
Nearest Town or City: Meeker			
County(ies): Rio Blanco			
Township/Range/Section: 1N 94W Sec22			
State Senate District #: 8		State Representative District #: 26	
Land Ownership:			
State	Federal: BLM, USFS	Private	Local Government
<input type="checkbox"/> Other:			
<b>TRAIL USER INFORMATION :</b>			
Snowmobile	% 95	X-Country Skiing	3 %
Snow Shoeing	% 2	Camping/Hiking	0 %

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<b>SCOPE OF WORK – Project Description:</b>	
Project Name: Groomer Replacement	Project No.: (to be completed by CPW)
Project Sponsor:	Application Year: 2023-2024
Project Contact: Kirk Hossack	Application No.: (to be completed by CPW)
Total Project Cost: \$286,000	Grant Request: \$30,000.00

**Project Description:** Please write a brief description of your project: Only need to describe what you intend to purchase with grant funds. All other information such as project background, needs and benefits will be address in the Project Selection Criteria (Exhibit D).

The White River Snowmobile Club is asking for grant funds to go towards purchasing a new Piston Bully PB100. On February 7, 2023 our operator veered off of the trail and the snow cat sank in a pond just off of the trail. After two days of trying to recover it with the help of the Rifle Snowmobile Club and White River Electric Association, we had to leave it in the pond. We made a claim with our insurance company, and they totaled it out with full replacement. Unfortunately, our replacement payout is \$248,000 and the cost to replace the snow cat is \$286,000. We have \$8,000 to put towards purchasing the replacement, so we are requesting \$30,000 from the state to cover the rest of the funds.

**2023-2024 SNOWMOBILE CAPITAL GRANT BUDGET FORM - EXHIBIT B**

**CLUB NAME:** White River Snowmobile Club

**PROJECT NAME:** White River Groomer Replacement

\*\*\*ITEMS LISTED IN THE BUDGET BELOW SHOULD BE SPECIFIC AND CORRESPOND TO THE PLANNED ACTIVITIES INDICATED IN THE PROJECT DESCRIPTION (SCOPE OF WORK) ON YOUR GRANT APPLICATION.\*\*\*

**PROJECT FUNDING SOURCES (Only enter data in cells that are NOT shaded)**  
List all sources and amounts of project funding in this section

SNOWMOBILE CAPITAL GRANT REQUEST AMOUNT			\$30,000.00
Funding Source	In-Kind (Non-Cash) Contributions	Cash	
Club Funds		\$ 8,000.00	\$ 8,000.00
Volunteer Support			\$ -
Contributions/Donations			\$ -
Trade In			\$ -
Other		\$ 248,000.00	\$ 248,000.00
			\$ -
			\$ -
<b>Total</b>	\$ -	\$ 256,000.00	\$ 256,000.00
<b>TOTAL PROJECT COST (grant request plus other funding sources)</b>			\$ 286,000.00

← Enter amount of grant request

← Worksheet will add this column

**USE OF GRANT FUNDING**

List uses of Capital Grant Request Amount below

Funds to be applied towards purchasing a replacement Piston Bully PB100	\$ 30,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
<b>TOTAL USE OF GRANT FUNDING</b>	\$ 30,000.00

← Worksheet will add this column

SHOULD BE THE SAME AS AMOUNT OF GRANT REQUEST

## Exhibit D

### PROJECT SELECTION CRITERIA

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#### Needs and Urgency of the Project (40 points):

A. Describe the need for this project.

There is a need for a new groomer and urgency is high. The club only had the one groomer so without replacing the lost PB 100 we wont have a way to groom our trails.

B. What is the importance of this project to your grooming program, the Colorado Snowmobile Program and your local community?

We are gaining more visitors every season as the more popular areas become over crowded. All of our area is accessed via groomed trails. It is essential that our trails stay groomed for safety and for access to all of the other terrain we offer. This is also important to provide a positive riding experience for young and new riders. This group is the future our sport. If we can keep our trails properly groomed/maintained we can continue to grow and bolster snowmobile industry and our local economy.

C. Why is it important to undertake this project now instead of at a later time? Please describe any elements that make this project urgent or time sensitive?

If we do not replace the snowcat immediately, we will not be able to groom our trails this coming season.

D. What is the impact on the Statewide Snowmobile Program if this project does not get funded?

Meeker is situated as the perfect location for many in-state and out-of-state riders. People will not travel to Meeker if these trails are not maintained. The less options for snowmobiling the less people will travel to Colorado as a viable destination. Having our trails groomed and accessible brings people to our area. It makes for happy people and those are the people that come back, bring others with them, and spread the word. It's vital that the Statewide Snowmobile Program is looked at on the micro level in order to grow at the macro level. We are all one community.

## Exhibit D

### PROJECT SELECTION CRITERIA

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#### Benefits (30 points):

- A. What benefits will this project provide to the community and the Colorado Snowmobile Program?

Safe trails for everyone to use whether snowmobilers, cross country skiers, or other outdoor Bolstering the local economy and fostering a positive community outlook. Continuing to grow and attract people to Meeker is great for the economy but also make a meaningful impact on the local community. Helping people enjoy our area will ultimately impact other areas of the state, as curiosity is contagious and fun spreads like wildfire

- B. How does your grooming program protect and improve winter trail opportunities?

It maintains the trails we currently have, gives access to other terrain/trails, and keeps people safe. Safety, access, and opportunity is what this proposal is all about. We need the equipment in order to provide everyone safety, access, and opportunities to ride and enjoy themselves.

- C. What is unique about your trail system?

We offer six different parking areas. All six parking areas offer access to groomed trails. All of the trailheads start at a lower elevation so snowmobilers generally have to ride at least 2 miles before they can get off the trails. Since we have multiple areas, we are not able to access all the areas that need grooming from one location. This means we use the combination of truck and trailer to cover all the areas that need grooming, which equates to extra maintenance costs. It is unique and challenging but our guests love it.

- D. What types and skill level of trail users does your trail system attract?

Our local area offers everything from open meadows for beginners to steep nasty terrain for advanced riders. We are also close to the more popular riding areas and have a lot of terrain that isn't ridding much. This is one of the reasons we're primed to grow, there is literally something for everyone and we are not packed like the other hotspots in the state.

- E. Does your club offer any educational programs such as snowmobile safe riding or avalanche awareness? Explain what classes were offered last season.

We have avalanche classes in the past and are scheduled to increase the amount of classes we offer. This will include higher level courses such as the Rescue course and a Level 1 course.

## Exhibit D

### PROJECT SELECTION CRITERIA

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#### Partnerships (10 points):

- A. List all agencies or organizations that your grooming program partners with and how these partnerships enhance and improve each other's program.

The Colorado Snowmobile Association helps us achieve our goals through funding. They support us so that we can groom and maintain our trails. This allows us and others to enjoy the area. This in turn helps to boost our local economy. We educate others using our website, social media, and conversation of the benefits of participating with the Colorado Snowmobile Association. The White River National Forest allows us to groom and use trails on their land. The Forest receives increased exposure as people recreate. They're more likely to return to area after being exposed.

- B. If your club is awarded this grant, describe how the club will promote or acknowledge the use of Colorado snowmobile registration funds and the capital grant program as a funding source for the project?

We will enthusiastically promote our area as having good quality trails as a direct result of having worked with/through this program. We will use website and social media platforms to acknowledge, thank, and ask people to join the CSA to help fund these programs. We are very much invested in increasing quality and continuing to grow our local/state community.

## Exhibit D

### PROJECT SELECTION CRITERIA

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#### Leverage (20 points):

- A. List and describe all sources of revenue or in-kind services that will be used to fund your grant funded project. List and explain any donations, contributions or other ways this project will be funded.

Because this is an equipment purchase there is no in-kind services that can be contributed. We will be able to spend \$8,000 of our budget to contribute to the purchased of the new groomer. There will also be \$248,000 from the insurance company that will be applied.

- B. Describe what aspects of the clubs grooming operations are provided by volunteers. Explain and highlight the number of volunteer hours provided last grooming season.

The club has three volunteers that operate the Snowcat for grooming operations. Last year we had a total of 152 volunteer hours. 140.6 hours of that was grooming operations. 11.4 hours was on equipment maintenance.

- C. Does your program pay, contract or compensate for any services or aspects of its operations. Explain and highlight all compensated expenses from your last grooming season.

The Club does not pay its operators.

- D. What are the compensation rates and how are they established?

N/A

- E. Is your club trading or selling a snow cat or any equipment as part of this grant funded project? What is the value of trade/sale and how was this price established?

We have an insurance payout from the unrecovered snowcat, which is \$248,000.

## REVIEW COMMITTEE:

Do you wish to present your project to the Review Committee. Yes, If the Committee would like.

Name of Presenter: Kirk Hossack or Shane Pfeiffer

Phone number: 970-319-7473 ; 303-552-7556

E-mail address [Kphoss11@gmail.com](mailto:Kphoss11@gmail.com) ; [Spfeiffer023@gmail.com](mailto:Spfeiffer023@gmail.com)





# KÄSSBOHRER ALL TERRAIN VEHICLES, INC.

8850 Double Diamond Parkway  
Reno, Nevada 89521  
P:: (775) 857-5000 F:: (775) 857-5010



White River Snowmobile Club 1 / 2023

## Agreement to Purchase

P.O. Number: \_\_\_\_\_

Delivery Date: **On or around 11/1/23**

### Billing Address

Company White River Snowmobile Club  
Address 887 Hill Street  
Meeker, CO 81641

### Deliver To

Company White River Snowmobile Club  
Address 887 Hill Street  
Meeker, CO 81641

Qty.	Part # / Item	Description	New	Used	Price	
1	822.06.1.v.0000xxx	PB100 Nordic 3.1M-Sticks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$286,000.00	
1	822.29.24.050.04.0	3.1M Kombi Tracks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00	
1	820.00.00.001.22.0	3.1M Tiller w/hydraulic flaps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00	
1	819.00.00.008.75.0	3.2M All-way Blade	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00	
1	822 -819.00.00.007.99.0	Push Frame/Quick mount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00	
					<b>Sub-Total</b>	<b>\$286,000.00</b>
					Trade-In Value	\$0.00
					Freight	\$0.00
					Misc. Charge / (Discount)	\$0.00
					<b>Total Price (Excludes Applicable Federal, Local and State Tax)</b>	<b>\$286,000.00</b>

Notes: \_\_\_\_\_

### Trade-Ins

Qty.	Description	Serial Number	Value
			<b>Total Trade-In Value</b>

### Terms

F.O.B.: Meeker, CO

Payment Schedule:

10% deposit or trade-in due at signing. Full amount will be due Net-30 days at delivery. A finance charge of 1.5% will apply to any late payment.

(See following pages for Terms and Conditions)

Customer Name **White River Snowmobile Club**

Representative **Adam Tietz**

Auth. Signature

Auth. Signature \_\_\_\_\_

Title President Date 4/15/2023

Title **Regional Sales Rep.** Date \_\_\_\_\_

**LIMITATIONS**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON SELLER'S PART AND SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THIS PRODUCT. SELLER MAKES NO WARRANTY WHATSOEVER IN RESPECT TO ACCESSORIES OR PARTS NOT SUPPLIED BY IT. THE TERM "ORIGINAL BUYER" AS USED IN THIS WARRANTY SHALL BE DEEMED TO MEAN THAT PERSON WHO PURCHASES THIS PRODUCT FROM SELLER OR ITS AUTHORIZED DEALER.

Seller shall not be liable for any loss or damage resulting directly or indirectly, from the use or loss of use of the Seller's product. Without limiting the generality of the foregoing this exclusion from liability embraces the Buyer's expenses for downtime or for making up downtime, damages for which the Buyer may be liable to other persons, damages to property, and injury to or death of any persons.

Seller is not responsible for tow charges or related expenses to transport vehicle and/or equipment to Buyer's repair site.

**EXCLUSIONS**

Seller does not warrant normal maintenance items, which includes filters, ignition and tune up parts, belts, lubricants, light bulbs and sealed beam units, antifreeze, repainting or touch-up etc. unless contaminated or damaged by failure of warranted part. Seller does not warrant this machine to meet the requirements of any safety code of any state, municipality, or other jurisdiction, and Buyer assumes all risk and liability whatsoever resulting from the use thereof whether used singly or in combination with other machines or apparatus.

This warranty shall not apply to any of Seller's products, or parts thereof, which have been repaired or altered without Seller's written consent, outside Seller's factory or altered in any way so as, in the judgment of Seller to affect adversely the stability of reliability of the Seller's product, or has been subject to misuse, negligence, or accident, or has not been operated in accordance with Seller's printed instructions or has been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such product. Seller is not responsible for failures resulting from the use of parts not approved by Seller. Seller reserves the right to alter or to improve its products to maintain a "state-of-the-art" product line, without admitting that alteration or improvement admits a product defect.

**SERVICE**

Authorized Seller's dealers will usually provide Seller's authorized warranty service. When possible, Buyer should have warranty service accomplished by Sellers selling dealer.

Upon requesting Seller's warranty service, Buyer must substantiate date of delivery of the equipment. Buyer shall assume all charges for service calls and transportation of the equipment to and from the location of the selling dealer or Seller if a selling dealer does not perform the repair.


**NOTICE**

Buyer must notify Seller by registered mail or certified mail, return receipt requested, of a breach of warranty within thirty (30) days after discovery thereof, but not later than the warranty period; otherwise, such claims shall be deemed waived. No allowance will be granted for any repairs or alterations made by Buyer without Seller's prior written consent.

**15. USED EQUIPMENT & MATERIAL**

USED EQUIPMENT OR MATERIAL IS SOLD AS IS UNLESS OTHERWISE STATED IN WRITING BY SELLER AT THE TIME OF THE SALE.

**CUSTOMER ACCEPTANCE OF TERMS AND CONDITIONS**

Auth. Signature  Initials K.H.

Title President Date 4 15 2023

## TERMS AND CONDITIONS

1. All prices stated in this Agreement are subject to change to conform to prices of Kässbohrer All Terrain Vehicles, Inc., hereinafter called the "Seller", in effect at the time the vehicle(s) ordered under this Agreement are shipped, and will be increased or decreased if Seller changes its prices before shipment. Seller shall give Buyer written notice of any such increase or decrease in prices, and Buyer shall have the privilege of terminating this order within ten (10) days thereafter for any increase in the sales price only. If this Agreement is terminated because of a sale price increase, Seller shall return Buyer's cash deposit, if any.
2. This Agreement will not be binding on Seller until approved and accepted by Seller in writing indicated by an authorized signature.
3. This Agreement is not assignable or transferable, without Seller's consent.
4. If payment of any part of the price is deferred until after delivery, Buyer shall execute prior to delivery a security agreement and financing statement in a form required by Seller to evidence and secure that amount deferred. Alternatively, Seller may choose to retain title to the vehicles until Buyer pays the full purchase price.
5. If the Buyer fails to accept or take delivery of the equipment within 30 days after the date that the vehicle is available for delivery, at Seller's option the Buyer shall be obligated to pay interest, at seller's maximum current rate of interest on conditional sales contracts, on the unpaid balance commencing on the thirty-first day after the date on which the vehicle became available for delivery. The Seller, at its option, by notice in writing to the Buyer, may terminate this Agreement and retain the deposit or trade-in as liquidated damages and, not as a penalty, and the Seller may take what other additional remedies that it may have at law.
6. This Agreement shall not be subject to termination by either Buyer or Seller, except as provided herein.
7. Buyer shall be in default under this Agreement if it (1) becomes bankrupt, insolvent, or unable to meet its financial obligations as they materialize during the term of this Purchase Agreement, or (2) is unable to pay Seller the purchase price for the vehicle(s) at the time and place provided that such changes do not adversely affect quality, but the Seller shall have no obligation to make changes or improvement either prior to or after delivery.
8. Without notice to Buyer, Seller may at any time make changes or improvements in the model and/or design of the vehicle(s) or any part thereof, provided that such changes do not adversely affect quality, but Seller shall have no obligation to make changes or improvement either prior to or after delivery.
9. Seller represents that it is the lawful owner of and has full right to sell the vehicle(s) sold under this Agreement, and that it has good title to the vehicle(s), free and clear of any and all liens and encumbrances.
10. Seller shall not be liable for any damages resulting from, and Buyer shall not have the right to terminate this Agreement for Seller's nonperformance or delay in performance due in whole or in part to any causes beyond Seller's control, including without limitation, acts of God, acts of the public enemy, acts of the Government, fires, floods, windstorms, tornadoes, wars, riots, insurrections, strikes, lockouts, sitdowns, slowdowns, or other labor trouble causing cessation or interruption of operations, or inability to procure labor or materials. This Agreement shall be deemed suspended so long as and to the extent that any such cause prevents or delays Seller's performance.
11. Risk of loss to each vehicle sold hereunder shall pass from the Seller to Buyer at the time that each such vehicle is accepted by Buyer. Title to each vehicle sold hereunder shall likewise pass from Seller to Buyer at the time that each such vehicle is accepted by Buyer, unless, however, either Seller shall not then have received the full and entire purchase price due for each such vehicle or unless Buyer shall have executed or be required to execute a security agreement of the nature described in paragraph 4 hereof. Buyer agrees to execute a suitable document on a form approved by Seller evidencing its acceptance of each vehicle sold hereunder.
12. The price stated herein shall be subject to an additional charge to cover any existing or future sales, use or similar tax or other charge which Seller must collect under applicable law.
13. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Maine.

### **MATERIAL AND WORKMANSHIP WARRANTY**

#### **14. WARRANTY**

Seller warrants to the Buyer the products sold by it to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty shall be limited to the repair or exchange of any part or parts which prove defective under normal use and service as follows:

- a. **New Tracked Vehicles:** within one (1) year from the date of purchase by the Buyer or within the first one thousand (1000) hours of use whichever comes first;
- b. **New Equipment:** within ninety (90) days from the date of purchase or date of first use by Buyer whichever comes first;

Seller's obligation under this warranty shall be limited to those parts which its examination shall disclose as defective. Should any failure to conform to this warranty become apparent during the warranty period, Seller shall, upon prompt, written notice and compliance by the Buyer with such instructions as Seller shall give with respect to the return of defective products or parts, correct such non-conformity by repair or replacement of the defective part or parts. Correction in the manner provided above shall constitute a fulfillment of all liabilities of Seller with respect to the quality of the products.


Seller will reimburse Buyer for labor needed for removal and installation and/or repair of warranted parts. Labor costs will be paid in accordance with the hourly rate and repair time guidelines as set forth by Seller at time of failure.

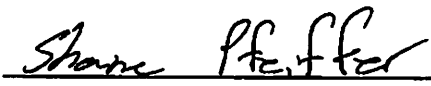
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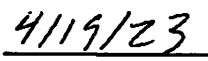
**Exhibit H – Additional Terms and Conditions**

1. Subject to the obligations and conditions set forth in this document, title to equipment acquired under a grant will vest upon acquisition to the grantee.
2. The grantee's use of the equipment is subject to the following conditions:
  - a. The grantee shall use the equipment only for activities and uses that are consistent with the uses outlined by the Snowmobile Recreation fund. The equipment shall not be used to benefit private individuals, lands or projects without prior written approval from CPW.
  - b. The grantee shall be liable to CPW for any failure to use the equipment in accordance with the applicable statute, including the premature sale or disposition of the equipment. The grantee's liability for such a failure shall be equal to funds contributed by CPW under a grant from the purchase or acquisition of equipment.
3. Record Keeping Requirements
  - a. Records must be maintained that include, at a minimum; a description of the equipment; a serial number or other identification number; who holds title; the acquisition date and cost of equipment; the percentage of State or grant funds used in the acquisition of the equipment; the location, use and condition of the equipment; and any ultimate disposition data including the date of disposal and sale price of the equipment. CPW shall at all times have the right to inspect these records upon request.
  - b. A physical inventory of the equipment must be taken and the results shared with CPW in order to be reconciled with the property records held by CPW at least once every two years.
  - c. A control system must be developed by grantee to ensure adequate safeguards to prevent loss, damage or theft of equipment. Any confirmed or suspected loss, damage, or theft – whether discovered via the process described in 3.b. or otherwise, shall be investigated by grantee in cooperation with CPW.
  - d. Adequate maintenance procedures must be developed and implemented to keep the equipment in good and working condition.

If awarded a snowmobile capital grant; I acknowledge and agree to the above terms and conditions.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Date