

City of Scottsbluff, Nebraska

Tuesday, September 7, 2021

Regular Meeting

Item Reports1

Council to discuss and consider action on approving Resource Management Co., Inc. to haul and process scrap tires following a two-day scrap tire collection at the Compost Facility on September 10, 2021 and September 11, 2021.

Staff Contact: Jordan Diedrich, Deputy Public Works Director

Agenda Statement

Item No.

For Meeting of: September 7, 2021

AGENDA TITLE: Council to consider approving Resource Management Co., Inc. to haul and process scrap tires following a two-day scrap tire collection at the Compost Facility on September 10, 2021 and September 11, 2021.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Environmental Services Department

PRESENTATION BY: Deputy Director of Public Works, Jordan Diedrich

SUMMARY EXPLANATION: The City of Scottsbluff applied for a Waste Reduction and Recycling Incentive Grant for Scrap Tire Collection through the Nebraska Department of Environment and Energy in September of 2020. We were awarded the grant in January of 2021. Due to the availability of the hauler, we weren't able to schedule a collection event until this September. The event has been scheduled for Friday, September 10th and Saturday, September 11th. This is a 100 percent reimbursable grant to cover the cost of loading, transporting, recycling, processing and disposal of up to 500 tons of scrap tires.

BOARD/COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: Staff recommends approval of the 100 percent reimbursable grant for up to \$70,352 to have Resource Management Co., Inc. haul and recycle up to 500 tons of scrap tires.

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☐ Minutes ☐ Plan/Map ☐

Other (specify): Grant agreement, grant conditions acceptance form, press release and event flyer

NOTIFICATION LIST: Yes ☐ No X Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

GRANT AGREEMENT
Between the
Nebraska Department of Environment and Energy
And
City Of Scottsbluff
Regarding the Implementation of the
Waste Reduction & Recycling Incentive Grant Application Project,
Reference Number: 2020-105220013

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Nebraska Department of Environment and Energy (Department) and City Of Scottsbluff (Grantee)

WHEREAS, the Grantee agrees to utilize funds which have been made available to Department pursuant to the Nebraska Waste Reduction & Recycling Incentive Act; and

WHEREAS, grant funds in an amount up to \$70352 and a match of at least \$0 are to be used to implement the workplan as outlined in Attachment A.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

1) TERM OF AGREEMENT

- a) This Agreement will go into effect January 1, 2021 and will remain in effect until all identified tasks are completed for the workplan as outlined in Attachment A unless terminated under Section 4)i)v) of this Agreement, but will not remain in effect past December 31, 2021 unless extended by amendment.

2) PROJECT DESCRIPTION

- a) This Agreement encompasses the project described in Attachment A.

3) DEFINITIONS

- a) **Equipment** means tangible property that is used for a particular purpose, not consumable in nature, with an expected useful life of more than a year, purchased by Grantee and reimbursed wholly or in part by the Department with grant funds.
- b) **Indirect Cost** means costs for rent, utilities, phone, internet, printing, etc. allocated to the individual employee as a percentage of gross wages, rather than considering these costs as a separate expense.
- c) **Matching Funds (Match)** means cash or the economic value of non-cash contributions provided by the applicant or outside parties including but not limited to labor, equipment usage, real property, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the grant project.
- d) **Related party** means a person or a member of that person's family (including in-laws) that is related to someone whom has control, joint control, or significant influence over the Grantee or is a member of its key management personnel, or an entity if, among other circumstances, it is a parent, subsidiary, fellow subsidiary, associate, or joint venture of the Grantee, or it is controlled, jointly controlled, or significantly influenced or managed by a person who is a related party.
- e) **Responsible bidder** means a bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

f) Similar supply items means items of a similar purpose or use purchased to perform a related task.

4) CONDITIONS OF AGREEMENT

a) General Conditions

i) **Statutes and Regulations.** The Grantee will comply with all local, state, and federal statutes, rules, regulations, ordinances, and orders applicable to Grantee. Violation of this condition will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.

(1) The requirements of Title 199 –Waste Reduction and Recycling Incentive Grants Program, and the Waste Reduction and Recycling Incentive Act, Neb. Rev. Stat. §§ 81-15,158.01 through 81-15,165, are hereby incorporated in this Agreement.

ii) **False or Misleading Information.** If Grantee provides false or misleading information, or withholds material facts during the application or quarterly reporting process in any way, it will be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.

iii) **Independent Contractor.** The Grantee is and will perform this Agreement as an independent contractor and as such will have and maintain exclusive control over all of its employees, agents, and operations. Neither the Grantee nor any person employed by the Grantee shall act, propose to act, or be deemed the Department's agent, representative, or employee.

(1) The Grantee assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes, and other taxes now or hereafter required by any law or regulation.

(2) The Grantee and any contractor or subcontractor will comply with all applicable laws, regulations, and orders, including but not limited to, those relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity, and the Americans with Disabilities Act.

(3) The Grantee and any contractor or subcontractor of the Grantee is required to use the E-Verify Program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a to determine the work eligibility status of a newly hired employees physically performing services within the State of Nebraska.

(4) The Grantee, by executing this Agreement, certifies and assures that Grantee and any contractor or subcontractor operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

(5) The Grantee and any contractor or subcontractor will comply with the Nebraska Fair Employment Practice Act.

iv) **Conflict of Interest.** The Grantee certifies that it will not employ any individual known by the Grantee to have a conflict of interest. The Grantee certifies that there does not now exist any relationship between the Grantee and any person or entity which gives the appearance of a conflict of interest. Any new, undiscovered, or undisclosed conflicts of interest arising during the duration of this Agreement may be considered a breach of this Agreement, and be subject to penalties or termination as set forth in this Agreement.

v) **Related Parties.** Transactions between the Grantee and related parties must be disclosed to the NDEE if grant funds will be used for reimbursement of the transaction or the transaction will be

counted towards the Grantee's match. Department may deny reimbursement or reject as match if Grantee:

- (1) Fails to receive Department approval prior to incurring expense, or
 - (2) Does not include a bid from the related party as part of the grant application.
- vi) Schedule. Grantee agrees to complete the objectives and work items as described in Attachment A.
- vii) Expenditures. To be eligible for reimbursement by grant funds, any contract, interagency agreement, and/or sub-agreement, except as identified in Attachment A, under this grant for a value of \$2,000 or more, must receive Department approval prior to expenditure of funds associated with those transactions.
- viii) Environmental Data. To be eligible for reimbursement by grant funds a Quality Assurance/Quality Control plan must be approved by Department prior to expending any funds for environmental data collection. Any environmental data collected must be provided to Department.
- ix) Recognition. Grantee agrees to recognize funding from the Department on all published materials and news releases related to their Department funded project or activities. The Department may also require that equipment partially or wholly funded with grant dollars be identified by a decal or other means provided by the Department acknowledging the source of funding.
- x) Publication. All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.
- xi) Insurance. The Grantee must provide Department proof of coverage under an insurance policy which covers the Department's investment in personal property with a purchase value greater than \$2,000 or real property as it pertains to the Litter Reduction & Recycling Grants funds.
- xii) Site Visits. Department staff may schedule visits during the grant period, and if applicable, throughout the estimated service life of equipment purchased with grant funds.
- (1) Grantee will comply with requests for information and grant access for inspection of all grant funded equipment and facilities.
- xiii) Department grant funds cannot be used to offset costs when bidding for services for any other grant-funded activities.
- xiv) Department grant funds cannot be used as matching funds for another Department grant.
- b) Reporting and Reimbursement
- i) Quarterly Performance Report. The Grantee agrees to submit to the Department quarterly performance reports using the online application reporting process even when project funds have not been expended during the quarter. Reports for quarters 1, 2, and 3 must be submitted within 30 days after the end of each respective calendar quarter. The report for the 4th quarter must be submitted within 45 days after the end of the 4th quarter.
- (1) These reports must address project activity for the previous calendar quarter, and contain

the following components:

- (a) Detailed descriptions of grant project activities and accomplishments for the quarter;
 - (b) Financial report of money spent for each approved activity element by grant and match with required documentation attached;
 - (i) Goods or services documentation must include itemized invoices and cancelled checks (electronic bank copies are sufficient).
 - (c) Detailed report of equipment purchased and certification that any equipment and supplies purchased with grant funds or match were used for grant purposes only;
 - (d) Corrective actions taken to resolve any significant or material problems that are encountered; and
 - (e) Any additional information required by the Department.
- (2) For studies funded by grant money, the Grantee must include a report detailing the findings of the study with the fourth quarter report.
- ii) Reimbursement. Grants will be funded on a reimbursement basis subject to availability of funds and will be in accordance with the conditions of this Agreement.
 - (1) Reimbursement will be made only if required reports have been provided to the Department.
 - (2) Reimbursements will be made for actual documented expenditures.
 - (3) Reimbursement requests can only be made in conjunction with quarterly reports.
 - (4) To be eligible for reimbursement, the Grantee must submit appropriate supporting documentation to the DEE with the required quarterly report.
 - (a) Required Documentation:
 - (i) Personnel Expenses: submit a copy of the paycheck stub or payroll record showing hourly rate and hours worked.
 - (ii) Supply and Operating Expenses: submit a copy of the detailed invoice.
 - (iii) Travel Expense: submit a copy of the detailed receipt for food and hotel expenses. Submit a log for mileage.
 - (iv) Contractual Expenses: submit a copy of the detailed invoice and image of the cancelled check.
 - (v) Equipment Expenses: submit a copy of the detailed invoice (listing make, model, and serial number of item) and image of the cancelled check.
 - (vi) Matching Cash/Non-Cash Expenses: submit a detailed list of matching expenses and the calculations used to determine matching expenses.
 - (5) Travel Expenses. Only in-state travel expenses that comply with policies and regulations of the Nebraska Department of Administrative Services will be eligible for reimbursement. Go to <http://deq.ne.gov> to see the Litter Reduction & Recycling and Waste Reduction & Recycling Incentive Grant Application Guidance for limits. Out-of-state meal expenses will be eligible for reimbursement according to U.S. General Services Administration per diem rates (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Reimbursement of in-state and out-of-state travel expenses will be at the rates posted on the date the Department receives reimbursement requests.
 - (6) Clothing and Personal Accessory Items. The Department will only reimburse for clothing and personal accessory items in an amount up to \$500 per grant year. The purchase of such items must be proposed in the grant application approved

by the Department.

- (7) Telephone. Landline telephone and cell phone services are reimbursable if the service contract is billed to the Grantee.
- (8) Personnel Costs.
 - (a) The Department will reimburse for the following:
 - (i) Personnel wages up to a maximum of \$25.00 per hour worked, per employee, limited to a 40-hour work week.
 - (ii) The employer's share of social security taxes and Medicare taxes on wages up to \$25.00 per hour (7.65% of gross wages), workers' compensation, and unemployment insurance will be reimbursed in addition to the \$25.00 per hour maximum reimbursement.
 - (iii) The employer's share of employer-provided health, dental, or vision insurance premiums, not to exceed actual cost up to \$5.00 per hour in total.
 - (b) The following personnel expenses will not be reimbursed with grant funds, but can be used as matching funds:
 - (i) Actual wages in excess of \$25.00 per hour, limited to a 40-hour work week
 - (ii) Health, dental, and vision insurance costs over \$5.00 per hour, limited to a 40-hour work week
 - (iii) Life insurance costs
 - (iv) Retirement account contributions
 - (v) Tuition or higher education paid as an employee benefit
 - (vi) A payout for unused sick or vacation leave
 - (vii) Overtime payments
 - (viii) Indirect costs as a percentage of gross wages
 - 1. If Grantee uses indirect costs as a cash match to the grant, the Department will not reimburse costs for office rent, utilities, phone, internet, printing, etc.
 - (c) Bonuses will not be reimbursed with grant funds and cannot be used as matching funds.
- (9) Volunteer Time. The value of volunteer time may be used as match. The value of adult volunteer time (including board member time) will be calculated using the average volunteer rate for Nebraska as determined by the Independent Sector. The value of youth (under the age of eighteen years) volunteer time will be calculated at the current Nebraska minimum wage rate. Value will be calculated using the rates posted on the date the Department receives reimbursement requests.
- (10) Timing. This section does not apply to grants for the partial reimbursement of tire-derived products and/or crumb rubber.
 - (a) Grant funds will not reimburse expenses incurred before the beginning of the grant term. Liabilities incurred or money expended before the beginning of the grant term are not eligible to be used as matching funds.
 - (i) Goods must not be received or services performed prior to the beginning date of the grant term.
 - (b) Liabilities incurred during the grant term are eligible for reimbursement or

consideration for match if satisfied by payment within 45 days after the end of the grant term.

- (11) Unauthorized Expenses. Grantee will not be reimbursed for unauthorized expenditures, including, but not limited to:
 - (a) Beautification expenses, such as painting or other building enhancements, seeds, trees, flowers, planters, and other landscaping items.
 - (b) Recognition expenses such as prizes, plaques, awards, certificates, or trophies.
 - (c) Foods, snacks, or beverages.
 - (d) Landfill closure assessment, closure, monitoring, and remediation.
 - (e) Late fees on invoices
- (12) Payment Timeline. The Department will make payments in accordance with the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.
- iii) Records. Grantee must keep separate financial records for grant funds for a period of three years following the completion of the grant period. Including:
 - (1) Cancelled checks
 - (2) Invoices/receipts for all grant expenditures and matching cash expenditures
 - (3) Documentation for all matching funds (matching cash and matching in-kind/non-cash expenditures)
- iv) Inspection of Records. Throughout the duration of the grant period and three years following the completion of the grant period, the Department will have the right to request, inspect, and make copies of any books, records, or reports of the Grantee pertaining to this Agreement or related matters during regular office hours. The Grantee shall maintain and make available for such inspection accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- c) Matching Funds. Only funds used to advance the project set forth in Attachment A will be eligible to be applied as match to the grant.
 - i) If the Department determines that any cash or non-cash contribution does not advance the project set forth in Attachment A, the Department will deny all or a portion of the contribution from being applied to the grant as match.
 - ii) Funds awarded as part of a different grant provided by the Department cannot be used as match for the purposes of this grant.
- d) Equipment
 - i) Equipment Purchase. If specific equipment was part of the approved application and the grantee purchases the equipment from the lowest responsible bidder, the grantee is approved to purchase the equipment.
 - (1) Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement.
 - (a) If Grantee provides adequate justification, as determined by the Department, why the lowest bid is unacceptable, the Department may approve the selection of a higher bid.
 - (b) If Grantee selects a higher bid without the approval of the Department, the additional

amount paid by Grantee can serve as match to the grant.

- ii) Expected Service Life (ESL). The Department will assign an ESL to all equipment that has a value of \$1,000 or more. Equipment worth less than \$1,000 may be assigned an ESL on a case-by-case basis. The ESL may exceed the designated grant period.
- iii) Equipment Titles. Grantee will put the grantee's name on the title of all equipment that is assigned an ESL.
- iv) Equipment Usage. Equipment will be used only for the purposes identified in the grant application and approved by the Department by the award of grant funds throughout the ESL. Grantee will make effective and efficient use of the equipment during its ESL, as determined by the Department
 - (1) If equipment is used for a purpose that is not approved, or the Grantee fails to make effective and efficient use of the equipment throughout the ESL, the Department may:
 - (a) Require the Grantee repay all or a portion of the grant used to reimburse for the purchase of the equipment as determined by the Department,
 - (b) Decline reimbursement for other, unrelated approved expenses in an amount up to the grant funds used for equipment purchase, or
 - (c) Require the Grantee to surrender the equipment to the Department.
 - (i) Grantee must store surrendered equipment safely until the Department can arrange for the equipment to be redistributed.
 - (ii) Grantee must complete all paperwork required for transfer of surrendered equipment.
- v) Equipment Maintenance. The grantee is responsible for all necessary and reasonable maintenance of equipment and may be held liable by the Department for any loss, damage, neglect or unreasonable deterioration of the equipment throughout the ESL.
- vi) Equipment Liens. The Department will maintain first lien status on all redistributed equipment and equipment purchased, in whole or in part, with grant funds, unless otherwise approved by the Director.
 - (1) Length of lien on redistributed equipment and equipment purchased with grant funds shall correspond to the ESL of the equipment.
- vii) Ownership Interest. The Department maintains an ownership interest in all equipment during the ESL. The grant recipient will gain unrestricted ownership after the ESL period expires unless Grantee was required to surrender the equipment.
- viii) Equipment Disposition. The Department shall approve or deny the disposition of equipment throughout the ESL.
 - (1) Funds realized from the sale of equipment will revert to the Department in an amount congruent with the percentage of funding provided by the Department for purchase of the equipment.
- ix) Equipment Identification. Any piece of equipment that is assigned an ESL is required to be permanently identified. The Department will provide a tag for the grantee to place on the equipment.
- x) Equipment Inventory. After the end of the designated grant term, the grant recipient must continue to maintain a listing of all equipment that is assigned an ESL and respond to Department requests for updates on the status of such equipment and be subject to

inspection throughout its ESL.

e) Post Award Bidding Process

- i) Grantee must obtain three written and dated cost estimates/bids from different vendors for equipment that is not part of the approved application, similar supply items, and contractual services any of which having a value of \$2,000 or more. Department may reject any reimbursement request if the required bids are not obtained.

- (1) Dated copies of online listings of items for sale are acceptable.

- (2) A written “decline to bid” statement from a vendor will be counted as a bid.

- (3) If grantee makes a good faith effort and cannot compile the required bids, Grantee must provide adequate documentation explaining the failure to obtain the required bids.

- (4) Only an amount equal to the lowest bid by a responsible bidder will be considered eligible for reimbursement.

- (a) If Grantee provides adequate justification, as determined by the Department, why the lowest bid is unacceptable, the Department may approve the selection of a higher bid.

- (b) If Grantee selects a higher bid without the approval of the Department, the additional amount paid by Grantee can serve as match to the grant.

f) Scrap Tire Cleanup Events. The conditions set forth in this section apply to funded scrap tire cleanup events..

- i) Scrap tire cleanup events will be open to the public and include businesses that do not collect a tire disposal fee. Tire retailers or businesses that have charged or collected fees to accept scrap tires are not eligible to bring in scrap tires for disposal at the grant-funded scrap tire cleanup

- ii) Tires accepted at scrap tire cleanup events must be off of the rims.

- iii) Bids for the services of a scrap tire hauler must stipulate the hauler will load all scrap tires.

- iv) Expenses for the use or purchase of equipment will not be eligible for reimbursement unless prior approval from the Department is obtained in writing.

- v) Grantee must submit a completed Grant Conditions Acceptance Form (provided by the Department) at least thirty (30) days prior to the collection event, and may not begin the event until the Department approves the form.

- vi) The duration of a scrap tire event will be no longer than 72 hours, unless approved by the Department. If approved, reimbursement for labor will be limited to three days. A cleanup log is required for all days of the event.

- vii) Labor is approved for up to two people to monitor the required scrap tire cleanup log sign-in sheet during the hours the event is open.

- viii) Advertising expenses, up to \$1,000 or a maximum of 5% of the grant award, whichever is less, are eligible for reimbursement.

- ix) Grantee is responsible for locating and utilizing a commercial scale to weigh empty trailer and full loads of scrap tires collected by the scrap tire hauler.

- (1) The scale must be long enough to weigh an entire tractor-trailer at one time. Weights derived from split-weighing will not be accepted by the Department.
 - (2) A scale operator must be available any time the scrap tire hauler needs to weigh empty or full loads of scrap tires.
 - (3) Only machine printed scale tickets will be accepted for reimbursement. Manually entered gross or tare weights will not be accepted for reimbursement.
- x) To be eligible for reimbursement, the Grantee must submit appropriate supporting documentation to the Department, including:
- (1) Copies of scale tickets and invoices from your hauler for all scrap tires cleaned up,
 - (2) Scrap tire cleanup log (will be emailed to you),
 - (3) If applicable, copies of timesheets for laborers, listing date worked, name of worker(s), hours worked per day, and hourly wage, and
 - (4) If applicable, copies of invoices for advertising, along with a sample copy of the ad.
- g) Partial Reimbursement for Tire-derived Products and/or Crumb Rubber. The conditions set forth in this section apply to funded proposed applications for Partial Reimbursement. Only projects using tire-derived product containing a minimum of 25% recycled tire content are eligible for funding. A priority is given to those projects certifying that the tire derived products and/or crumb rubber are made from scrap tires originating from Nebraska.
- i) Three bids are required for reimbursement of the cost of tire-derived products and/or crumb rubber if the project is proposed at the time of grant application submittal, and the project cost is \$2,000 or more.
 - ii) The grant amount will be based on the lowest reasonable bid as determined by the Department.
 - iii) In order to be eligible for partial reimbursement, the Grantee must provide a paid invoice, image of the cancelled check, and documentation certifying the origin of scrap tires used in the project.
- h) Deconstruction Grants. The conditions set forth in this section apply to funded deconstruction grants. Prior to any deconstruction or demolition activity, Grantee must;
- i) Hold title to all property and have the necessary easements and right-of-way for the project described in Attachment A;
 - ii) Submit to the department proof of a completed asbestos survey on any structures to be deconstructed or demolished.
- i) Terms of Agreement
- i) Amendments. This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the Department.
- (1) Work plan changes and budget modifications and grant period extension requests must be submitted as a written change request during the grant period. The request must:

- (a) Stay within the scope of the original proposal,
 - (b) Include justification for changes,
 - (c) Include a revised work plan, and
 - (d) Include a revised comprehensive line-item budget.
- (2) The Department will notify the grant recipient regarding approval or denial of project modifications.
- ii) Indemnification. The Grantee agrees to indemnify and hold Department harmless for loss or damage sustained by any person as a direct result of the negligent or willful acts by the Grantee, its employees, subcontractors, or agents in the performance of this Agreement, including all associated costs of any defending action.
- iii) Assignment. No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department and made subject to such reasonable terms and conditions as the Department may impose.
- iv) Waiver of Rights. The Grantee or Department may from time to time waive any of their rights under this agreement. However, any waiver of rights with respect to a default of any condition of this agreement shall not be deemed to be a waiver of such condition or any other right or power granted by this agreement.
- v) Termination. This agreement may be terminated, in whole or in part, in writing by the Department in the event of substantial failure by the Grantee to fulfill its obligations under this Agreement by providing:
 - (1) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
 - (2) An opportunity for consultation with the Department prior to termination.
- vi) Relinquishment. Grantee shall provide notice to the Department within ten (10) days of decision to relinquish grant if Grantee no longer intends to carry out the project as described in Attachment A. Upon notification the Department may make the funds and any equipment that was allotted for the project covered by this agreement available to another party and release the Grantee from any further reporting duties.
- vii) Violations and Nonperformance. If the Grantee violates any condition of this agreement or fails to complete and maintain the project in a manner described in Attachment A, the Department may:
 - (1) Require the Grantee to repay any or all funds previously disbursed according to this Agreement,
 - (2) Require the Grantee to surrender any equipment, and
 - (3) Pursue any other remedy available under the law.
- viii) Remedies Not Exclusive. The use by the Department of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the Department from using such remedy, or limit the application of any other remedy provided by law.
- ix) Severability. If any provision of this Agreement is found to be illegal, void, or unenforceable, the other provisions of this Agreement will remain in full force and effect.

- x) Integration. The parties intend this Agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole repository of their agreement and they are not bound by any other agreements, promises, representations, or writings of whatsoever kind or nature. The parties also intend that this, complete, exclusive, and fully integrated statement of their agreement may not be supplemented or explained by any evidence of trade usage or course of dealing.

5) PROJECT MANAGERS

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by providing written notification.

Department

City Of Scottsbluff

Ruth Johnston
Federal Aid Administrator
Planning and Aid Section
Land Management Division

Contact Name: Jordan DiedrichContact Title: Director of Finance

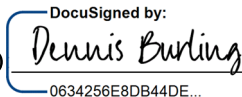
402-471-0273

Contact Phone: (308) 630-6259

6) SIGNATORIES

Nebraska Department of Environment and Energy


BY: Dennis BurlingTITLE: Deputy Director

(Signature) 
0634256E8DB44DE...

DATE: 12/31/2020

City Of Scottsbluff

BY (Print): Elizabeth LoutzenhiserTITLE: Director of Finance

(Signature) 
7FBD460DA447446...

DATE: 1/4/2021

Nebraska Department of Environmental Quality
Waste Reduction and Recycling
Grant Application

Grant Information

Application Number: 2286
Award Year: 2021
How are you applying? Political Subdivision
Program: Waste Reduction & Recycling Incentive
Program Category: Scrap Tire Collection Site

Total Grant Funds Requested: \$0.00

Applicant Information

Title: Mrs.
First Name: Elizabeth
Middle Initial:
Last Name: Loutzenhiser
Position: Finance Director
Organization Name: City of Scottsbluff
Address: 2525 Circle Drive
City: Scottsbluff
County: Scotts Bluff
State: NE
Zip: 69361
Telephone: (308) 633-3796
Email: ehilyard@scottsbluff.org
Legislative District: 48

Contact Information

Title: Mr.
First Name: Jordan
Last Name: Diedrich
Position: Deputy Director of Public Works
Address: 2525 Circle Drive
City: Scottsbluff
State: NE
Zip: 69361
Telephone: (308) 630-6259
Cellphone: NaN
Email: jdiedrich@scottsbluff.org

Funding

Labor Costs

The department will reimburse for monitoring the collection sign-in log during hours the collection is open. Labor to unload vehicles will NOT be reimbursed.

of Employees * Hours * Rate/Hr = Grant Funds Requested

Hours

Rate/Hr

Grant Funds Requested

Employees

2	16	\$11.00	\$0.00
---	----	---------	--------

If your requested rate per hour falls between two of the listed rates, please select the next highest rate per hour. The requested rate per hour may not exceed the highest rate listed.

Notes:

We will have at least two employees monitoring the collection sign-in log during the two day scrap tire collection event. They will work eight hours each day. Two employees working 16 hours at a rate of \$11.00 equals a total of \$352.00 in grant funds requested.

Advertising Costs

The cost of advertising the collection event is eligible for reimbursement up to 5% (five percent) of the grant amount, not to exceed \$1,000.00. Receipts will be required.

Grant Funds Requested

\$1,000.00

Notes:

This scrap tire collection event will be advertised for a week in the local newspaper and other local media (television and radio) prior to the event. It will also be advertised on social media and our website. We are requesting the maximum \$1,000.00 in grant funds to advertise the collection event.

Hauler Cost

The hauler's costs include loading, transporting, and processing/tipping fees for removing scrap tires from the collection site. 3 Bids will be required.

Amount (Tons) * Rate/Ton = Grant Funds Requested

<u>Amount (Tons)</u>	<u>Rate / Ton</u>	<u>Grant Funds Requested</u>
500	\$138.00	\$0.00

Notes:

The lowest bid for loading, transporting and processing/tipping for removing scrap tires is \$138.00 per ton. We are estimating up to 500 tons of scrap tires because the last collection event was in 2013. Three estimates/bids were received. Two bids were from certified haulers in the state of Nebraska and one bid was from a local landfill that did not need to include hauling of scrap tires as the collection would have taken place at the disposal site. 500 tons of scrap tires at a rate of \$138.00 per ton results in a \$69,000.00 grant fund request. The three bids are included in this application.

Other

Items not covered in above categories. Please provide explanation below.

Grant Funds Requested

\$0.00

Notes:

We will not be requesting grant funds for any other items, such scale tickets. However, we will be using and providing scale tickets for this collection event. We will cover any other costs associated with this collection event.

Cost Estimate/Bid Requirements:

In order to establish a fair price for equipment and contactual services, a cost estimate/bid is required. A cost estimate/bid is an estimate of cost in response to detailed specifications. A cost estimate/bid should be in writing from the vendor and obtained from at least three different vendors. Three cost estimates or bids from one vendor for different models or services do not meet this requirement.

Exceptions to the three cost estimate/bid rule may include: 1) the product or service can only be purchased from one source; or 2) the applicant was unable to receive three bids even though a good faith effort was made to solicit three bids. Documentation must be provided to explain why three bids were not obtained. Justification for fewer than three bids must be a reasonable, verifiable, and is subject to Department approval. The expense will not be considered eligible for grant funding if the justification is not approved by the Department.

The lowest responsible bid must be used in the application budget. If the lowest bid is not considered to be the lowest responsible bid, the applicant must provide justification for accepting a bid other than the lowest bid. Justification must be reasonable, verifiable, and is subject to Department approval.

The Department reserves the right to change application budgets if these guidelines are not followed.

Narratives

*** Effective 1/1/2004, the Department will not accept blowout stabilization projects as eligible end-uses for reimbursement.

When, where, and how will the scrap tires be collected? Including the geographic area to be served by the collection.

The scrap tire collection event will be a two day event on a Friday and Saturday. The current plan is to host the event in conjunction with Keep Scottsbluff Gering Beautiful during a week-long Earth Day Celebration that will include other recycling events and education efforts. The preliminary plan is to host the event on the Friday and Saturday either before or after Earth Day on Thursday, April 22nd 2021. This event will be held at one location within Scott's Bluff County that has a scale and scale ticketing capabilities. The event will be held at either the Gering Landfill located at 200531 U Street in Gering, Nebraska or at the Scottsbluff Compost Facility located at 120189 County Road 26 in Scottsbluff, Nebraska. The scrap tires will be collected from any resident or business within Scottsbluff County (with some stipulations that will be advertised) at one of the above locations that will have employees or volunteers monitoring the collection sign-in log during the hours the collection is open. The tires will then be unloaded at an open area that is easily accessible to the 53' trailers that are equipped with knuckle loaders. The 53' trailers will be weighed on the scale before loading. Tires will be loaded into the trailers and then the trailers will be weighed on the scale again. A machine stamped weigh ticket will be created and will be provided as proof of weight. The tires will then be hauled away by Resource Management and recycled.

Who is your low-bid scrap tire hauler?

Our low-bid scrap tire hauler is Resource Management CO., INC. with headquarters located at 25656 160 Road in Brownell, Kansas. They can be reached by phone at (785) 398-2240, or fax at (785) 398-2197 or email at tjsek@gbta.net. The bid for the estimated 500 ton tire collection at one location is \$138.00 per ton.

What is the end-use market for the scrap tires?

Resource Management will "recycle any tires that are able to be utilized for the available markets at that time ? this includes feed bunks, sidewall rings for silage cover weights, and Alternate Daily Cover for landfills. Tires that cannot be recycled are processed and disposed at one of our permitted sites: ? Julesburg, CO (Certificate of Designation), TH #2 [used as Alternate Daily Cover for landfill]"

What counties or communities will be served by this collection?

The entire Scott's Bluff County area will be served by this scrap tire collection event including the communities of Scottsbluff, Gering, Terrytown and other cities and villages within the county. The last scrap tire collection for this community was in 2013.

Authorization

I certify I have authority under the laws of the State of Nebraska to sign this grant application and that the information submitted is, to the best of my knowledge and belief, true, accurate and complete.

Applicant Full Name

ELIZABETH LOUTZENHISER

Date

9/9/2020

August 27, 2020

City of Scottsbluff
Attn: Jordan Diedrich
2525 Circle Drive
Scottsbluff, NE 69361
P: 308-765-1141
email: jdiedrich@scottsbluff.org

Dear Jordan:

Butler County Landfill is providing you with a bid to abate the scrap tires generated from the amnesty program in Scottsbluff, Nebraska. The time necessary for completion will be dependent on the number of tires accumulated, however, we should be able to transport approximately 20 to 30 tons per day to our facility for shredding. Butler County Landfill's approved use is to shred the tires and use the shreds for alternative daily cover in our landfill.

The rate of \$240.00 per ton includes the labor and equipment to transport, load, unload and process the 500 tons of scrap tires at the Butler County Landfill near David City, Nebraska. This rate is based on your projection of 500 tons.

Thank you for considering our services. If you have any questions or concerns, please do not hesitate to call me at (402) 367-4662.

Sincerely,

Ryan Boyer
Site Manager

SCRAP TIRE CLEAN-UP CITY OF SCOTTSBLUFF 2021

This estimate includes labor and cost of equipment to grind the tires for alternate daily cover material. The City of Gering is not a licensed scrap tire hauler for the State of Nebraska so all tires with “no rim” (will not accept tires on rim) will have to be brought to the City of Gering Baler Facility and placed in a roll-off box where each box will be weighed(in and out) and hauled to landfill pit to be ground. We will accept tires for two days (Fri-Sat) specified by City of Scottsbluff. Estimate is effective October 1, 2020 to September 30, 2021.

The cost per ton will be \$178.

500 ton of scrap tires x \$178 per ton = \$89,000.00

FAX

RESOURCE MANAGEMENT CO., INC.
25656 160 Road
BROWNELL, KS 67521-9739
Ph. (785) 398-2240
FAX (785) 398-2197
E-mail: tjsek@gbta.net

To: Jordan Diedrich/City of ScottsBluff **From:** Twylia Sekavec

Fax: Email: jdiedrich@scottsbuff.org **Pages:** 1

Phone: 308-630-6259 **Date:** 9.4.2020

City of Scottsbluff– Tire Cleanup
Re: 2021 **CC:** [Type text]

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

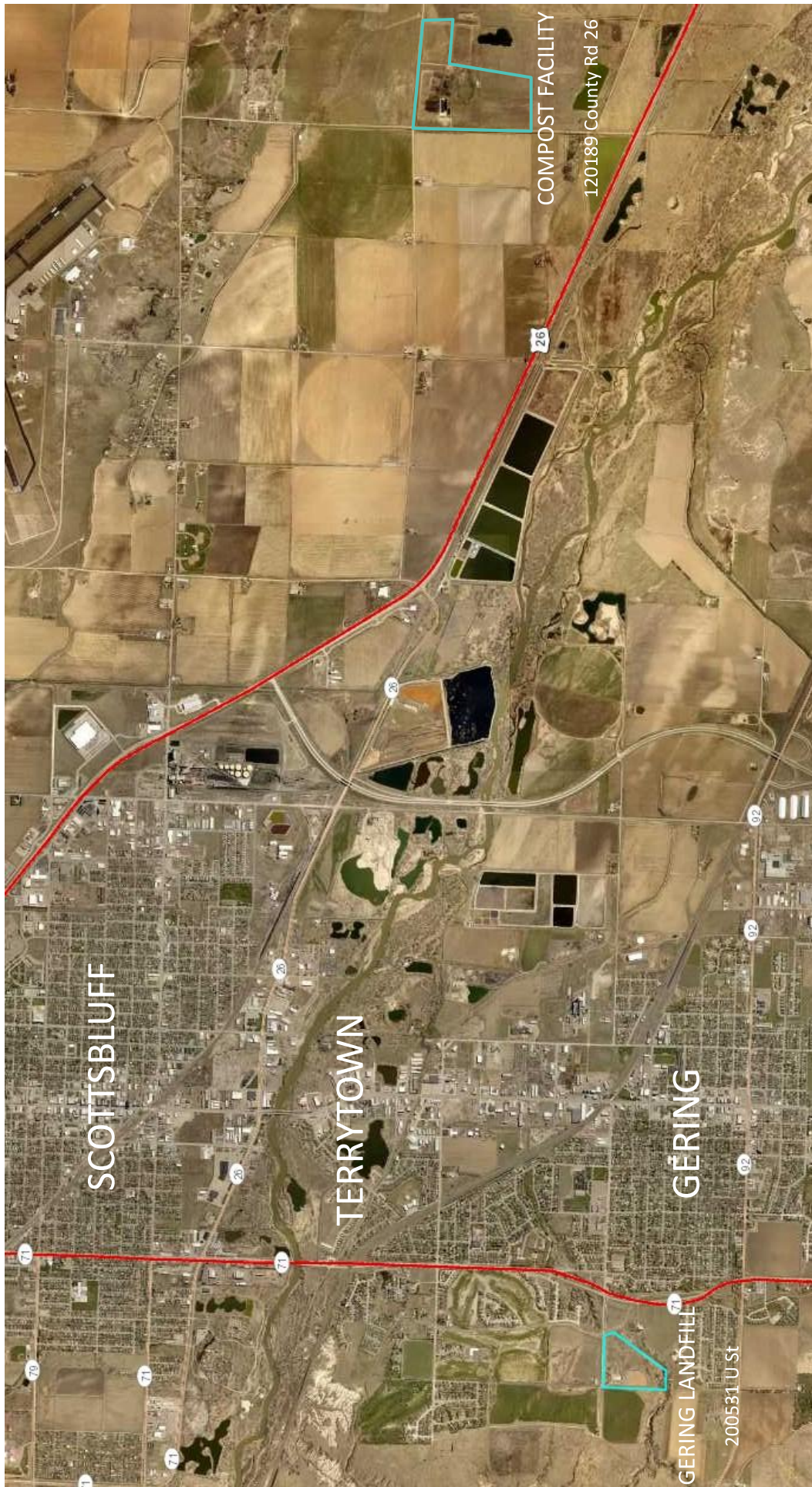
We provide all loading, transporting, recycling, processing and disposal of tires involved in your clean-up. The tires need to be piled so that they are accessible to our equipment: semi-trucks with 53' trailers equipped with knuckle loaders. We recycle any tires that are able to be utilized for the available markets at that time – this includes feed bunks, sidewall rings for silage cover weights, and Alternate Daily Cover for landfills. Tire that cannot be recycled are processed and disposed at one of our permitted sites:

- **Julesburg, CO (Certificate of Designation), TH #2 [used as Alternate Daily Cover for landfill]**

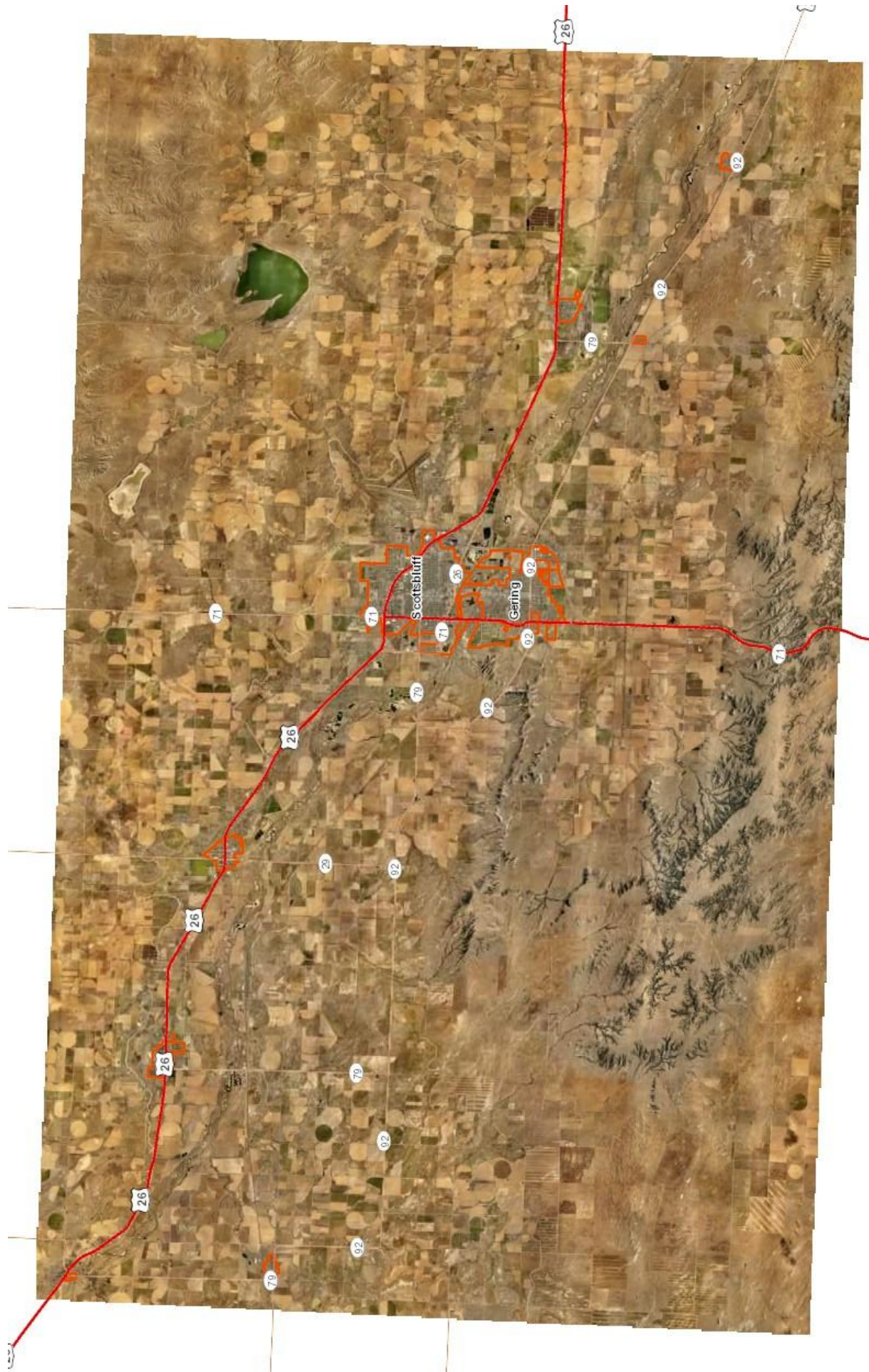
The bid for your estimated **500 ton** tire clean-up at 1 **location** is **\$138.00 per ton**. The Nebraska Department of Environmental Quality requires that the weigh tickets submitted for reimbursement are machine stamped. As you make arrangements, please make sure that the scale can accommodate a semi with a 53' trailer.

Also, if we are the vendor of choice, please contact us immediately to schedule the clean-up as we can't do everyone at once. **Note: NDEQ has changed the rules for when these cleanups need to be completed.**

9.4.2020



EVENT LOCATION: This event will be held at one location within Scott's Bluff County that has a scale and scale ticketing capabilities. The event will be held at either at the Gering Landfill located at 200531 U Street in Gering, Nebraska or at the Scottsbluff Compost Facility located at 120189 County Road 26 in Scottsbluff, Nebraska. The two possible locations are outlined in a light blue color.



AREA SERVED: The entire Scott's Bluff County area, a 2019 population of 35,618, will be served by this scrap tire collection event including the communities of Scottsbluff, Gering, Terrytown and other cities and villages within the county.



DEPT. OF ENVIRONMENT AND ENERGY

Grant Conditions Acceptance Form

All scrap tires collected must go to an approved end use. **The following information must be approved by the Department of Environment and Energy by February 8, 2021.**

Grantee Name: CITY OF SCOTTSBLUFF

Grant Award

Amount: \$70,352.00

Date(s) of Event: SEPTEMBER 10, 2021 & SEPTEMBER 11, 2021

Address/ Physical Location of the Event: COMPOST FACILITY: 120189 COUNTY RD 26 SCOTTSBLUFF, NE 69361

Hauler Selected: RESOURCE MANAGEMENT CO., INC.

Where will the tires be hauled, and what is the specific end-use of the scrap tires collected?

JULESBURG, CO: RECYCLED FOR AVAILABLE MARKETS INCLUDING FEED BUNKS, SIDEWALL RINGS FOR SILAGE COVER WEIGHTS, AND ALTERNATIVE DAILY COVER FOR LANDFILLS.

What Commercial scale will you use? FAIRBANKS COMMERCIAL FB2550 SCALE

What backup scale can be used, if the selected scaled cannot produce machine-printed scale tickets?

GERING LANDFILL 200531 U ST. GERING, NE 63941

Please return this form to:
NDEEWasteGrants@nebraska.gov



FOR IMMEDIATE RELEASE: September 3, 2021

Contact: Jordan Diedrich Tel: (308) 630-6259

Scotts Bluff County Scrap Tire Collection September 10th & September 11th

The City of Scottsbluff Environmental Services Department would like to advise the Scotts Bluff County public about the Scotts Bluff County Scrap Tire Collection. We encourage the community to properly dispose of tires by dropping them off at the Compost Facility located at 120189 County Road 26, Scottsbluff, NE 69361 between 12:00 pm and 5:00 pm on Friday, September 10th or 8:00 am to 4:00 pm on Saturday, September 11th. Scrap tires will be recycled for available markets including feed bunks, sidewall rings for silage cover weights and alternative daily cover for landfills. This event is made possible by the Waste Reduction & Recycling Incentive Grant through the Nebraska Department of Environment and Energy. Participants must enter by use of Highland Road. From Highland Road, turn south on County Road 26 until you reach Compost Facility.

RULES & GUIDELINES:

NOT ALLOWED: Tractor tires, tires with mercury, tires from a tire business (collects fees for tire disposal), rims, tubes, tires from outside of Scotts Bluff County, drop off of tires before or after the dates and times of the collection event

LIMITS: Fifty tire maximum

REQUIRED: Proof of Scotts Bluff County address (21 county license plates or driver's license)

MAXIMUM CAPACITY: Tires will no longer be accepted if the maximum capacity of 500 tons is reached

What:

Scotts Bluff County Scrap Tire Collection

When:

Friday, September 10, 2021 from 12:00 pm to 5:00 pm
Saturday, September 11, 2021 from 8:00 am to 4:00 pm

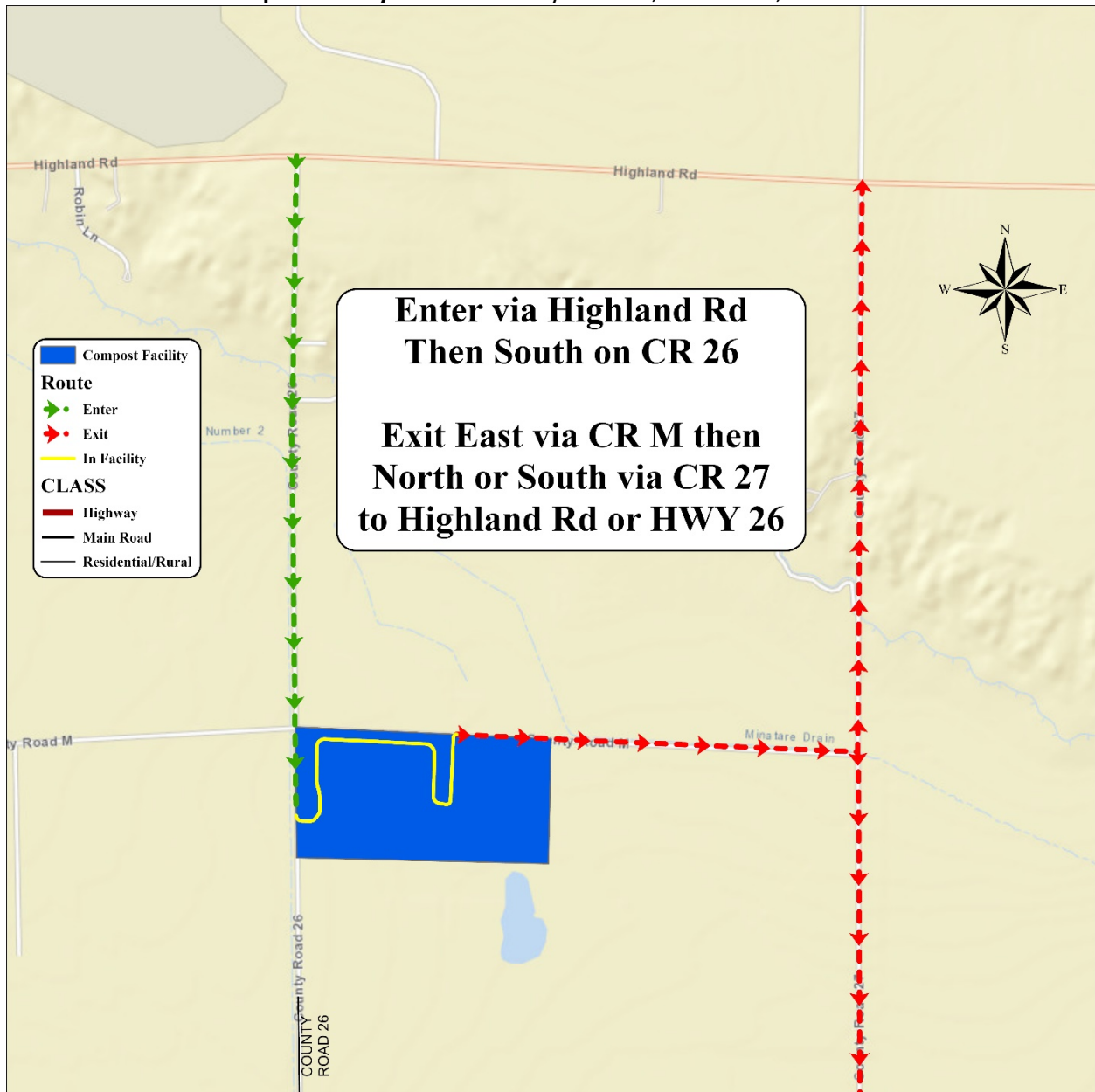
Where:

City of Scottsbluff Compost Facility
120189 County Road 26
Scottsbluff, NE 69361

PLEASE NOTE: You will be turned away if the rules and guidelines above aren't followed.

DIRECTIONS:

Compost Facility: 120189 County Road 26, Scottsbluff, NE 69361



C: Dustin Rief, City Manager

Jeanne McKerrigan, Mayor

Star Herald – Please publish Sept 3, 2021 through Sept 10, 2021

News Media – Please air September 3, 2021 through September 10, 2021

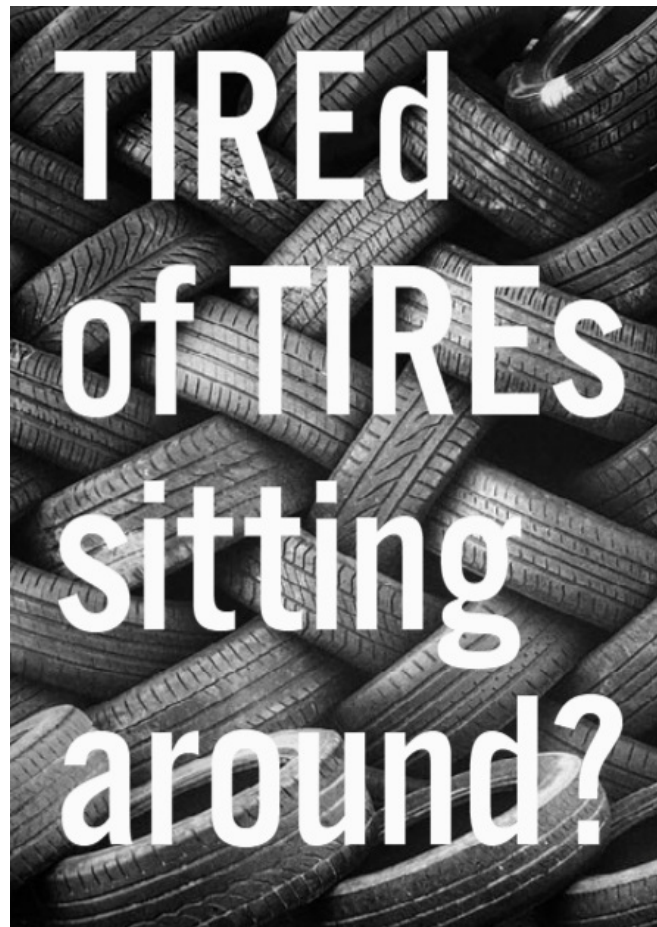
- NBC Nebraska
- Kneb

Communications Center

Nathan Greene

Jordan Colwell

Angela Scanlan



Don't worry - We've got you covered!



Friday, Sept. 10
12:00 p.m. to 5:00 p.m.



Saturday, Sept. 11
8:00 a.m. to 4:00 p.m.



Compost Facility
120189 County Road 26



**Scottsbluff County
Residents Only**

RULES & GUIDELINES:

NOT ALLOWED:

- Tractor tires
- Tires with mercury
- Tires from tire business
- Rims & tubes
- Outside of county tires

LIMITS:

- 50 tires maximum

REQUIRED:

- Proof of address
- 21 county plates
- or driver's license

MAXIMUM CAPACITY:

- Tires no longer accepted
- if maximum capacity is
- reached

you will be turned away if rules aren't followed

SCRAP TIRE COLLECTION EVENT

made possible by:

