

RESOLUTION NUMBER 7711

A resolution authorizing the Mayor, City Attorney, and City Clerk to enter into a Grant Agreement with Nebraska Department of Water, Energy, and Environment (“DWEE”), to grant funds to the City of Beatrice for the purpose of funding the City’s Tire Amnesty Program through NDWEE’s Waste Reduction & Recycling Incentive Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor, City Attorney, and City Clerk are hereby authorized to execute the Grant Agreement with DWEE, and any and all other documents necessary for DWEE to grant funds to the City for the purpose of funding the City’s Tire Amnesty Program through DWEE’s Waste Reduction & Recycling Incentive Grant Program. A copy of the said Grant Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 19th day of January, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan Mayor

GRANT AGREEMENT
Between the
Nebraska Department of Water, Energy, and Environment
And
City of Beatrice
Regarding the Implementation of the
Waste Reduction & Recycling Incentive Grant Application Project,
Reference Number: 2025-152706443

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Nebraska Department of Water, Energy, and Environment (Department) and City of Beatrice (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 \$58,264.00 and a match of at least \$0.00 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 when both parties sign, but no earlier than January 1, 2026 and will remain in effect until all identified tasks are completed for the workplan as outlined in Attachment A unless terminated under Section 4)h)v) of this Agreement, but will not remain in effect past December 31, 2026 unless extended by an amendment.

2) PROJECT DESCRIPTION

- a) This Agreement encompasses the project described in Attachment A. Attachment A is hereby incorporated into this document in its entirety.

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 one year, purchased by Grantee and reimbursed wholly or in part by the Department with grant funds.
- b) **Indirect Cost** means costs for expenses that are not directly attributable to a specific project or activity but are necessary for the overall operation (including but not limited to rent, utilities, phone, internet, printing). 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 who 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** mean 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. Applicants must be authorized to conduct business in Nebraska (corporations registered with the Nebraska Secretary of State and remain active. Violation of this condition will be considered a breach of this Agreement and will be subject to penalties or termination as set forth in this Agreement.

- (1) For Waste Reduction & Recycling Incentive Grants: 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.

For Litter Reduction & Recycling Grants: The requirements of Title 133 – Litter Reduction and Recycling Grant Program, and the Nebraska Litter Reduction and Recycling Act, Neb. Rev. Stat. §§ 81-1534 through 81-1566, 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 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, 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 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 February 5, 2024.
- (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 will 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 Department 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 \$5,000 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 the 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 the grantees 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 \$5,000 or real property as it pertains to the Litter and/or Waste 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 grants 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 quarterly 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 only for 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 Department with the required quarterly report, including a line-by-line document listing all reimbursable expenses.

(a) Required Documentation:

(i) Personnel Expenses: submit copies of paycheck stubs or payroll records showing employee name, dates worked, hourly rate, and hours worked. If unable to provide paystubs showing all required documentation, Grantee must submit a copy of the front and back of cancelled paychecks and a payroll report. If claiming FICA, a 941 report and proof of 941 payments must be included.

(ii) Supply and Operating Expenses: submit copies of detailed invoices.

(iii) Travel Expense: submit copies of the detailed receipts for all expense reimbursements being requested. Submit a log for mileage showing the date, start and stop point of destination, odometer reading, number of miles, and purpose of the trip. If requesting conference travel expenses, a copy of the agenda must be submitted.

(iv) Contractual Expenses: submit copies of detailed invoices and images of

- the front and back of cancelled checks.
- (v) Equipment Expenses: submit copies of the detailed invoices (listing make, model, and serial number of item) and images of the front and back of cancelled checks.
 - (vi) Matching Cash/Non-Cash Expenses: submit a detailed list of matching expenses and the calculations used to determine matching expenses. Documentation must be provided for all cash and non-cash match reported.
- (5) Travel Expenses. In-state travel expenses must comply with policies and regulations of the Nebraska Department of Administrative Services policies and regulations to be eligible for reimbursement. (<https://das.nebraska.gov/accounting/erd.html>). 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 travel occurred. See the Litter Reduction & Recycling and Waste Reduction & Recycling Incentive Grant Application Guidance for limits.
- (6) Clothing and Personal Accessory items may be used for cash match only.
- (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 \$30.00 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 \$30.00 per hour (7.65% of gross wages), workers' compensation, and unemployment insurance will be reimbursed in addition to the \$30.00 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 are not reimbursable with grant funds, but can be used as matching funds:
 - (i) Actual wages more than \$30.00 per hour and more than a 40-hour work week
 - (ii) Employer-paid social security and Medicare (FICA) taxes paid on wages in excess of \$30.00 per hour, limited to a 40-hour work week.
 - (iii) Health, dental, and vision insurance costs over \$5.00 per hour and more than a 40-hour work week
 - (iv) Employer stipends to cover health insurance premiums or health savings account contributions.
 - (v) Life insurance costs
 - (vi) Retirement account contributions or software pertaining to retirement
 - (vii) Tuition or higher education paid as an employee benefit
 - (viii) A payout for unused sick or vacation leave
 - (ix) Overtime payments
 - (x) Indirect costs as a percentage of gross wages
 - 1. If a 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) In accordance with Section 4)b)10, bonuses will not be reimbursed with grant funds and cannot be used as matching funds.

(9) Timing.

- (a) Grant funds will not be reimbursed for expenses or goods incurred outside the grant term. Liabilities incurred or money expended before or after the grant term are not eligible to be used as matching funds. This does not apply to completed projects under the scrap tire program.
- (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. This does not apply to completed projects under the scrap tire program.
- (c) Expenses incurred prior to both parties signing the agreement will not be reimbursed. This does not apply to completed projects under the scrap tire program.

(10) Unauthorized Expenses.

- (a) The department reserves the right to deny reimbursement for any ineligible items requested on quarterly reports/reimbursement requests.
- (b) Grantee will not be reimbursed, or allowed to claim match, for unauthorized expenditures, including, but not limited to:
 - i. Beautification expenses, such as painting or other building enhancements, seeds, trees, flowers, planters, and other landscaping items
 - ii. Recognition expenses such as prizes, plaques, awards, certificates, or trophies
 - iii. Foods, snacks, or beverages unrelated to travel
 - iv. Landfill closure assessment, closure, monitoring, and remediation
 - v. Late fees or interest charged on invoices
 - vi. Property tax and real estate tax
 - vii. Standalone Trash bins
 - viii. Prizes, gift cards, or donations of any kind
 - ix. Guest/non-staff travel expenses
 - x. Grant writer costs
 - xi. Supplies for pet waste clean-up or any project that is pet related
 - xii. Employee bonus/recognition expense
 - xiii. Clothing and Personal Accessory Items (Allowed to be used as match funds)
 - xiv. Decorating services

(11) Payment Timeline.

- (a) 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 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. 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 \$5,000 or more. Equipment worth less than \$5,000 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 keeping all equipment purchased with grant funds in good working order and operational throughout the Expected Service Life (ESL). This responsibility includes all necessary and reasonable maintenance, as well as any expenses required to repair or service the equipment. The Department will not provide additional funding for maintenance or repairs, and the absence of an extended warranty does not relieve the Grantee of this responsibility. While some equipment may only carry a limited manufacturer's warranty (e.g., one year), the Grantee remains fully responsible for ensuring that the equipment continues to function effectively for the duration of the ESL. The Grantee may be held liable by the Department for any loss, damage, neglect, or unreasonable deterioration of the equipment.
 - 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) **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 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) The collection of tires is not allowed outside of the designated collection event days and will not be reimbursable.
 - iii) Tires accepted at scrap tire cleanup events must be off the rims.
 - iv) Bids for the services of a scrap tire hauler must stipulate the hauler will load all scrap tires.

- v) Expenses for the use or purchase of equipment will not be eligible for reimbursement unless prior approval from the Department is obtained in writing.
- vi) The 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.
- vii) The duration of scrap tire events will be no longer than three days, unless approved by the Department. If approved, reimbursement for labor will be limited to three, eight-hour days for a total of twenty-four hours per person. A cleanup log is required for all days of the event.
- viii) 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.
- ix) Advertising expenses, up to \$1,000 or a maximum of 5% of the grant award, whichever is less, are eligible for reimbursement.
- x) Grantee is responsible for locating and utilizing a commercial scale to weigh empty trailers 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.
- xi) 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 provided to grantee),
 - (3) If applicable, copies of timesheets for laborers, listing date worked, name of worker(s), hours worked per day, and
 - (4) If applicable, copies of invoices for advertising, along with a sample copy of the ad.
- f) Partial Reimbursement for Tire-derived Products and/or Crumb Rubber. The conditions set forth in this section apply to proposed applications for Partial Reimbursement. Only projects using tire-derived products 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 \$25,000 or more.
 - ii) The grant amount will be based on the lowest reasonable bid as determined by the Department.

- iii) To be eligible for partial reimbursement, the Grantee must provide a paid invoice, front, and back images of cancelled checks, and documentation certifying the origin of scrap tires used in the project.
- g) 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.
- h) 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) 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 the 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. The following remedies are exclusive and any terminations of this Contract shall be limited to the following:
 - (1) Terminated with cause in the event either party defaults on any of its material obligations or representations under this Agreement. The non-defaulting party shall notify the other party in writing, specifying in detail the nature and extent of such breach. If within thirty (30) calendar days after written notice of such default, the defaulting party fails to remedy the default, this agreement will terminate.
 - (2) Terminated by the Department, in whole or in part, in the event funding is no longer available. If funds are revoked by the Legislature, the Department may terminate any

portions of the Agreement for which funds have become unavailable. The Department will give the Sponsor notice of such revocation as soon as possible. The Sponsor shall be entitled to receive just and equitable reimbursement for any authorized work that has been satisfactorily completed as of the termination date.

- 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 retains the right to hold and delay any and all funds if a potential violation or noncompliance has occurred or is being investigated. Funds can be withheld until the potential violation or noncompliance has been resolved. The Department may also:
 - 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. Except where specifically stated otherwise, 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.
- xi) Nondiscrimination. The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin. The Contractor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Contract. The Contractor shall insert a similar provision in all subcontracts for Services to be covered by any contract resulting from this Contract.
- xii) Suspension and Debarment
 - (a) The suspension and debarment process protects the Department from fraud, waste, and abuse by using tools to avoid doing business with non-responsible grant applicants. Any Grantee that is directly or indirectly involved in alleged wrongdoing is subject to suspension or debarment. By signing this agreement, Grantee certifies that it is not presently nor has ever been

debarred, suspended, or proposed for debarment by any federal, state, or local agency. Grantee must notify the Department within 30 days if debarred, suspended, or proposed for debarment from participation in any contract by any federal, state, or local agency during this agreement.

(b) Below are the causes for suspension or debarment:

- Commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating state or federal criminal laws, receiving stolen property, and unfair trade practice
- Violation of antitrust laws
- Willful failure to perform
- Knowing failure to disclose violation of criminal law
- Any other cause that affects present responsibility under the current Agreement

Suspension is a temporary measure with a 12-month limit based on adequate evidence, such as an indictment or investigation by law enforcement. Debarment is up to 3 years in length, determined by the Department, based on a criminal conviction or civil judgment for any of the causes listed above.

The Department will initiate suspension or debarment by letter to the Grantee explaining the reason for the action. A Grantee receiving a Suspension or Debarment letter has 30 days from the date of the letter to respond before the Department Director makes a final decision. A Grantee can also request to meet with Department staff to discuss the letter in person.

A grantee who is suspended or debarred by the Department or a federal agency agrees to make full restitution of misappropriated Department grant funds to the Department.

- xiii) Force Majeure. Neither Party shall be liable for losses, delays, failure, errors, interruption or loss of data occurring directly or indirectly by reason of circumstances beyond its reasonable control, including, without limitation, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster); action or inaction of civil or military authority; acts of foreign enemies; war; terrorism; riot; insurrection; sabotage; epidemics; labor disputes; civil commotion; or interruption, loss or malfunction of utilities, transportation, computer or communications capabilities, government action which makes it impossible for a party to perform its contractual duties, and the other Party shall have no right to terminate this Agreement in such circumstances.

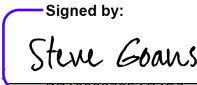
5) PROJECT MANAGERS

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

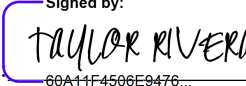
<u>Department</u>	City of Beatrice
Katie Svoboda Section Supervisor Grants Section Planning and Aid Division	Contact Name: <u>Ashley Hawks</u> Contact Title: _____
402-471-3347	Contact Phone: <u>(402) 228-4576</u>

6) SIGNATORIES

Nebraska Department of Water, Energy, and Environment

BY: Steve Goans TITLE: Deputy Director
(Signature)  DATE: 1/13/2026
Signed by: BB1033873FAB4E7...

City of Beatrice

BY (Print): TAYLOR RIVERA TITLE: City Attorney
(Signature)  DATE: 1/20/2026
Signed by: 60A11F4506E9476...

Nebraska Department of Environment and Energy
Waste Reduction and Recycling
Grant Application

Grant Information

Application Number: 3827
Award Year: 2026
How are you applying? Political Subdivision
Program: Waste Reduction & Recycling Incentive
Program Category: Scrap Tire Collection Site
Total Grant Funds Requested: \$58,264.00

Applicant Information

Title: Mr.
First Name: Taylor
Middle Initial:
Last Name: Rivera
Position: City Attorney
Organization Name: City of Beatrice
Address: 400 Ella St
City: Beatrice
County: Gage
State: NE
Zip: 68310
Telephone: (402) 228-5200
Email: trivera@beatrice.ne.gov
Legislative District: 30

Contact Information

Title: Ms.
First Name: Ashley
Last Name: Hawks
Position: Executive Director
Address: 250 N 4th St
City: Beatrice
State: NE
Zip: 68310
Telephone: (402) 228-4576
Cellphone: NaN
Email: kbb@beatrice.ne.gov

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

<u># Employees</u>	<u>Hours</u>	<u>Rate/Hr</u>	<u>Grant Funds Requested</u>
2	24	\$15.00	\$720.00

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:
 2 employees for one day of Tire Collection Event. These two will setup and tear down the signs and site barriers, check in vehicles and record tonnage. The hours of collection will be 8:00am to 5:00 pm or until 400 tons are taken in. With additional hours to setup and tear down.

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:
Will run ads in local newspaper, rent lighted sign prior to event to be displayed along Highway 136, print up colored flyers.

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>
400	\$140.00	\$56,000.00

Notes:

Other

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

Grant Funds Requested
\$544.00

Notes:
Use of a front loader to pile tires at the collection site. \$68/hour for 8 hours total.

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 lowe 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.

August 2026, Gage County Fairgrounds, 1115 Scott St., Beatrice, NE 68310. The event will be a drop off location planned for one day only. Participants must unload their own tires. The event is open to all residents of Gage County. Butler County Landfill will collect the tires within two weeks after the event.

Who is your low-bid scrap tire hauler?

Butler County Landfill, 3588 Road R, David City, Ne 68632
phone- 402-367-4662

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

To be shredded and use as approved daily cover in their landfill operation.

What counties or communities will be served by this collection?

This event is open to all residents of Gage County.

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.

D. Is in compliance with the local zoning ordinances pertaining to the proposed project.

Applicant Full Name
TAYLOR RIVERA

Date
8/18/2025

Waste Grants Bid Cover Sheet

Bid Information

Name: BUTLER COUNTY BID

Was this bid used to apply for the grant? Yes



Butler County Landfill, Inc.

Providing Solid Waste Services for Eastern Nebraska

July 21, 2025

Keep Beatrice Beautiful, Inc
Attn: Ashley Schmueller Hawks
205 North 4th Street
Beatrice, NE 68310-2852

P: 402-228-4576

Email: kbb@beatrice.ne.gov

Dear Ashley:

Butler County Landfill is providing you with a bid to abate the scrap tires generated from the amnesty program in Beatrice, Nebraska. The time necessary for completion will be dependent on the number of tires accumulated, however, we should be able to transport approximately 40 to 60 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 \$140.00 per ton includes the labor and equipment to transport, load, unload and process the 400 tons of scrap tires at the Butler County Landfill near David City, Nebraska. This rate is based on your projection of 400 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

Waste Grants Bid Cover Sheet

Bid Information

Name: CHAMPLIN TIRE BID

Was this bid used to apply for the grant? No

CHAMPLIN TIRE RECYCLING, INC.



July 21,2025

Keep Beatrice Beautiful, Inc.
Ashley
205 North 4th Street
Beatrice, NE 68310
kbb@beatrice.ne.gov
office 402-228-4576
cell 402-310-9474

RE: Tire Disposal Bid

Dear Ashley:

Champlin Tire Recycling, Inc. appreciates the opportunity to bid your tire disposal needs. The following pricing is a per ton charge. Our quote is a turnkey operation. The price includes our company loading, transporting, and processing the tires. The State of Nebraska will accept clean up bids as a per ton charge without itemizing costs if submitted with the "Nebraska DEQ Grant Application Packet".

Our company services tire disposal needs in a five State area. We transport and process over 3 million tires annually. Champlin Tire Recycling, Inc. offers full service from the point of pick up to transporting and processing of your product.

DESCRIPTION	COST
Per Ton (excluding rims)	\$149.00/Ton

Please contact me at 800-295-3345 if you have any questions or require additional information. Thank you.

Sincerely,

Gary W Champlin
General Manager

Crystal Marcotte
Office Manager

Waste Grants Bid Cover Sheet

Bid Information

Name: ABC TIRE BID

Was this bid used to apply for the grant? No



Keep Beatrice Beautiful <kbb@beatrice.ne.gov>

Bid for Tire Amnesty

2 messages

Keep Beatrice Beautiful <kbb@beatrice.ne.gov>
To: ABC Tire Recycling <lesliewells@usedtires.net>

Tue, Jul 15, 2025 at 1:08 PM

Good afternoon,

I'm looking for a bid for a Tire Amnesty that we will be holding in August 2026 in Beatrice. Site will be at the Gage County Fair Grounds, 1115 W Scott Street, Beatrice. DWEE (NDEE) grant request will be for 400 tons of car, truck and tractor tires. Date will be early August 2026.

Please let me know if you have any questions. Thanks so much!



Ashley Schnuelle Hawks
Executive Director
Keep Beatrice Beautiful, Inc.
205 N 4th Street
Beatrice, NE 68310
402-228-4576
kbb@beatrice.ne.gov
www.keepbeatricebeautiful.org



Virus-free. www.avg.com

Leslie Wells <lwells@abctire.com>
To: Keep Beatrice Beautiful <kbb@beatrice.ne.gov>

Tue, Jul 15, 2025 at 2:21 PM

We are a no bid on this one. Thank you for the opportunity.

Thank you-Leslie

Leslie Wells
4401 Gardner Avenue
Kansas City, MO 64120
www.abctire.com
Office 816-421-5557



From: Keep Beatrice Beautiful <kbb@beatrice.ne.gov>
Sent: Tuesday, July 15, 2025 1:09 PM
To: Leslie Wells <lwells@abctire.com>
Subject: Bid for Tire Amnesty

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

You don't often get email from kbb@beatrice.ne.gov. [Learn why this is important](#)

[Quoted text hidden]

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CONFIDENTIAL NOTICE: The information contained in this electronic mail transmission (including any accompanying attachments) is intended solely for its authorized recipient(s), and

Grantee -

Budget Requests for 2023 -- Quarter # 1

	Grant Request # 2761 LR&R Public Education			Grant Request # 2780 LR&R Clean-up			Grant Request # Waste Grant - Business Fee			Total Budget			
	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Totals
Personnel	\$8,397									\$8,397	\$0	\$0	\$8,397
Supplies										\$0	\$0	\$0	\$0
Operating Expenses			\$36,000							\$0	\$0	\$36,000	\$36,000
Travel										\$0	\$0	\$0	\$0
Equipment										\$0	\$0	\$0	\$0
Contractual Services										\$0	\$0	\$0	\$0
Litter Cleanup Projects				\$900						\$900	\$0	\$0	\$900
Other	\$400									\$400	\$0	\$0	\$400
Totals	\$8,797	\$0	\$36,000	\$900	\$0	\$0	\$0	\$0	\$0	\$9,697	\$0	\$36,000	\$45,697

Combined Budget Summary
Grantee -
Budget Requests for 2023 -- Quarter # 2

	Grant Request # 2761 LR&R Public Education			Grant Request # 2780 LR&R Clean-up			Grant Request # Waste Grant - Business Fee			Total Budget			
	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Totals
Personnel	\$8,397		\$18,632							\$8,397	\$0	\$18,632	\$27,029
Supplies	\$71			\$43						\$114	\$0	\$0	\$114
Operating Expenses	\$1,056		\$8,148							\$1,056	\$0	\$8,148	\$9,204
Travel	\$171									\$171	\$0	\$0	\$171
Equipment										\$0	\$0	\$0	\$0
Contractual Services										\$0	\$0	\$0	\$0
Litter Cleanup Projects				\$2,350						\$2,350	\$0	\$0	\$2,350
Other										\$0	\$0	\$0	\$0
Totals	\$9,695	\$0	\$26,780	\$2,393	\$0	\$0	\$0	\$0	\$0	\$12,088	\$0	\$26,780	\$38,868

\$26,780
2.76238

**Combined Budget
Grant
Budget Requests for**

	Grant Request # 2761 LR&R Public Education			Grant Request # 2780 LR&R Clean-up		
	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds
Personnel	\$8,397		\$18,632			
Supplies						
Operating Expenses	\$1,056					
Travel						
Equipment						
Contractual Services						
Litter Cleanup Projects						
Other						
Totals	\$9,452	\$0	\$18,632	\$0	\$0	\$0

\$18,632
1.97117

Budget Summary

Fee -

Quarter # 2

Grant Request # Waste Grant - Business Fee			Total Budget			
Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Totals
			\$8,397	\$0	\$18,632	\$27,029
			\$0	\$0	\$0	\$0
			\$1,056	\$0	\$0	\$1,056
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$9,452	\$0	\$18,632	\$28,084

Combined Budget Summary Grantee - Keep Beatrice Beautiful Budget Requests for 2026

	Grant Request # 3800 LR&R Public Education			Grant Request # 3729 LR&R Clean-up			Grant Request # 3827 Waste Grant - Scrap Tire			Total Budget			
	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Grant Funds Requested	Matching Cash Funds	Matching Non-Cash Funds	Totals
Personnel	\$76,630		\$38,192				\$720			\$77,350	\$0	\$38,192	\$115,542
Supplies	\$9,593	\$2,000		\$2,030						\$11,623	\$2,000	\$0	\$13,623
Operating Expenses	\$13,856		\$36,138							\$13,856	\$0	\$36,138	\$49,994
Travel	\$5,880									\$5,880	\$0	\$0	\$5,880
Hauler Cost							\$56,000			\$56,000	\$0	\$0	\$56,000
Contractual Services	\$2,000									\$2,000	\$0	\$0	\$2,000
Litter Cleanup Projects				\$15,155						\$15,155	\$0	\$0	\$15,155
Other							\$544			\$544	\$0	\$0	\$544
Advertising							\$1,000			\$1,000	\$0	\$0	\$1,000
Totals	107959	\$2,000	\$74,330	\$17,185	\$0	\$0	\$58,264	\$0	\$0	\$183,408.00	\$2,000	\$74,330	\$259,738

\$76,330
0.70703