

RESOLUTION NUMBER 7731

A resolution authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding with First Star Recycling for the processing of recyclable material generated by the City of Beatrice, Nebraska.

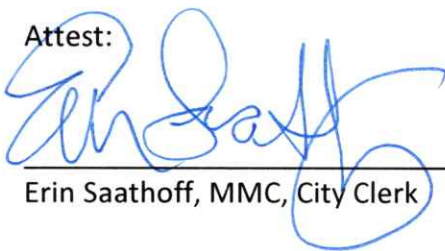
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor City Clerk are hereby authorized to execute the Memorandum of Agreement with First Star Recycling, and any and all other documents necessary for the processing of recyclable material generated by the City of Beatrice, Nebraska. A copy of the said Memorandum of Understanding, marked as Exhibit "A", is attached hereto and incorporated by reference.

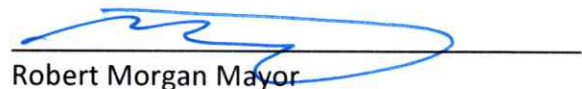
SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 17th day of February, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan Mayor

Exhibit "A"



FIRST STAR RECYCLING
 10330 I Street, Ste 100
 Omaha, NE 68127
 (402) 894-0003
 www.firststarrecycling.com

RECYCLING SERVICES MEMORANDUM OF UNDERSTANDING

First Star Recycling values its partnerships with our customers and works hard to be able to provide recycling services that manage your renewable resources in the best way, both environmentally and economically. First Star Recycling, barring unforeseen circumstances, agrees to process materials generated by the customer per the agreement below.

Date:	1/28/26
Account #	CITBEA
Account Rep:	Kyle Bivens

Community Billing Information

Name:	City of Beatrice
Address:	400 Ella Street
City:	Beatrice
State, Zip:	NE, 68310
Contact:	Jason Moore
Phone:	402-228-5219
Email:	jmoore@beatrice.ne.gov

Service Location

Point of Contact:	
Address:	917 S. 11 th Street
City:	Beatrice
State, Zip:	NE, 68310
Site Contact:	
Phone:	
Email:	

- Processing Fees:** The processing fee for recycling services is \$38.01 per ton for all received material. First Star Recycling promotes transparency in the costs of resource management and this processing fee will show as a separate line item on customer reporting. This processing fee is applicable for all materials and may be offset by any applicable rebates for materials shown below. The processing fee reflects the specialized labor required for sortation and marketing of materials in addition to mechanical, AI, and robotics-driven sortation equipment needed to provide innovative and holistic recycling services to help you reduce your waste and disposal obligations.
- Acceptable Materials and Rebates:** The following recyclable materials produced by the customer are accepted by First Star Recycling. Where possible, rebates are calculated against third-party market indexes. First Star Recycling will undertake review and determination of the material type, amount, and applicable rebate, if any, as soon as reasonably possible following delivery to First Star Recycling facilities, and in all events within forty-five (45) days of such delivery. Materials not listed may be accepted upon prior approval and agreement of First Star Recycling.

Material Type	Rebate Formula
Mill Direct Baled Cardboard	Market pricing (No processing fee for mill direct)
Single Stream Mixed Material	Market pricing (currently -\$125/ton)
Loose Natural HDPE #2 Plastics	Market pricing
Baled OCC	PPI Midwest OCC Minus \$50/ton

Rebate rates are subject to change based upon changes in applicable third-party market indexes. Rebate will adjust on a monthly basis relative to future changes in the indexes as listed above.

- Additional Services and Charges:** First Star Recycling provides a comprehensive renewable resource management approach and in some instances, materials may be subject to special handling or disposal method costs.

Material Type	Service Fee

4. **Logistics and Transport:** If you do not have prior collection services arranged, First Star Recycling can coordinate logistic services to collect your recyclable materials from the service location. Please note that First Star Recycling uses third-party freight providers and passes through these costs, therefore these fees are subject to change. Customers may choose to deliver materials to the First Star Recycling facility at 10330 I Street, Omaha, NE 68127. Deliveries are accepted Monday to Friday between the hours of 8:30am to 10:30am and 3:30pm to 5:00pm.

Logistics Service:	Cost:
Spotted Trailer Swaps	\$375 per swap

5. **Payment, Invoicing and Reporting:** First Star Recycling issues payment for customers receiving rebates on a quarterly basis (the "Rebate Period"). Invoices for processing services are issued 15 days following the end of each month. Invoices will summarize materials, amounts and applicable rebate rate for each Invoice Period. Such invoices shall be deemed final and approved by customer unless customer notifies First Star Recycling in writing of any disputed items on the invoice within twenty (20) days of date of the invoice. First Star Recycling shall issue payment on undisputed rebate invoices within forty-five (45) days after the end of each Rebate Period. Reports of materials received are available upon request 15 business days following the end of the calendar month.
6. **Term of agreement:** Agreement shall be in effect for 3 years beginning from the date of which this agreement is signed.
7. **Grant Reimbursement:** First Star will reimburse the City of Beatrice for \$95,682.85 for the purchase of containers with the purpose 'growing, expanding, and/or starting' recycling programs in their serviced areas. Upon receiving receipts and supporting documents proving the purchase of the containers, First Star will then present those to the Nebraska Environmental Trust per the awarded grant instructions. Upon receiving the reimbursement funds, First Star will reimburse the City of Beatrice equal to but not greater than \$95,682.85. First Star will not be held monetarily or otherwise responsible for the Nebraska Environmental Trust revoking said grant reimbursement for any reason.

Additional Terms of Service

Unacceptable Items/Trash: As a recycling facility, state and local governments monitor how much waste is produced through our system. When customers pass on their trash to us, it makes recycling as a whole more expensive and can risk our ability to be considered a recycling center. Any trash received will be charged at \$50 per bale/gaylord plus cost of disposal at \$260/ton.

Safe Loading of Trailers: The Customer agrees to load trailers in a manner that allows for the safe and efficient unloading of materials at the First Star Recycling facility in line with First Star's safe loading policy. First Star considers safety our highest priority. In order to service all our customers in an effective manner, it is vital that Firststar can unload trailers efficiently. If First Star receives trailers that take undue length of time, Firststar reserves the right to charge additional unloading time of \$50 per hour. First Star Recycling retains the right to reject any loads deemed to be unsafe at customer expense.

Right of Refusal/Rejection: First Star Recycling has the right to refuse/reject any load or material delivered to its facility, even partial loads. Customer will be responsible for any reasonable damages incurred by First Star Recycling as a result of the receipt of unacceptable or contaminated

materials. This is inclusive for loads sent Direct to Mill or customer baled material received at the Mill.

Hazardous or Special Wastes: First Star Recycling is not permitted to accept or handle Hazardous or Special wastes. First Star Recycling will reject any hazardous or special wastes to be removed from the First Star Recycling facility at customer expense.


Failure to Perform: Neither party shall be held liable for its failure to perform due to circumstances not its fault and beyond its reasonable control including but not limited to labor shortages or disputes, riots, protests, civil disturbances, commodity market disruptions, changes in law, fires, floods, disease, compliance with government request, accidents, weather, lack of required resources or Acts of God. Each party will notify the other as soon as possible if unable to meet obligations.

CPI Increase: Fees and rebates not attached to a price index or pass through cost shall be adjusted annually by the aggregate change in the Consumer Price Index on January 1st and each additional year thereafter.


Termination: Either party may terminate this agreement with one hundred eighty (180) days written notice. In the

event that this agreement is cancelled, all sums payable for work already performed are payable.

Customer Signature:
Name:
Date:


Robert Morgan
2-17-26

First Star:
Name:
Date:


Kyle Bivens
2-20-26