

**AMENDMENT TO AND RENEWAL OF THE LEASE AGREEMENT
BETWEEN THE CITY OF COLLEGE STATION
AND TEXAS COMMERCIAL WASTE**

WHEREAS, on or about the 16th day of May, 1995, the City of College Station, Texas (hereinafter referred to as "City"), entered into a contract with Bryan Iron and Metal, Ltd., a Texas Limited Liability Company, by Bryan Management Co., Inc., a Texas Corporation, its General Partner, d/b/a Texas Commercial Waste (hereinafter referred to as "Lessor"), for the lease of slant-top, front-end loading refuse containers (hereinafter referred to as "containers");

WHEREAS, the City desires to renew the lease with Lessor for such containers and the existing lease allows the agreement to be renewed by written agreement approved and executed by the parties; and

WHEREAS, the City desires to lease additional containers and additional types of containers and, in consideration of such increase, the City will increase the monthly rate paid to Lessor;

NOW THEREFORE, for and in consideration of the recitations above and the covenants expressed hereinbelow, the parties agree to revise paragraphs 1.01, 1.04, 3.01, and 3.03 of the original contract (revised text indicated in **bold** format), as follows:

"1.01 The "leased property" consists a total of **seven hundred eight-three (783)** slant-top, front-end loading refuse containers ("containers") as follows:

- **425** eight (8) cubic yard containers
Mfg. & Model No. IDS 8 yd FLSL
- **140** four (4) cubic yard containers
Mfg. & Model No. IDS 4 yd FLSL
- **218 eight (8) cubic yard containers**
Mfg. & Model No. May Fab 8 yd

1.04 LESSEE shall place its initial order for containers with LESSOR upon execution of this lease. LESSOR agrees to hold excess [c]ontainers at its warehouse without rental or stocking charge to LESSEE until such time that LESSEE's requirements necessitate the delivery of excess containers to LESSEE's customers. "Excess containers" as used herein shall mean the difference between the number of containers initially delivered and the total number of containers rented under this lease (**783**).

"3.01 LESSEE agrees to pay rent for the containers as follows:

<u>Containers</u>	<u>Monthly rate</u>
Four (4) cubic yard	\$8/container
Eight (8) cubic yard (IDS)	\$11/container
Eight (8) cubic yard (May Fab)	\$11.67/container

3.03 Rental of additional containers (number of containers leased over 783) during the term of this lease shall be in writing by lease amendment. The monthly rental charge for additional containers will be as mutually agreed upon by the parties."

This Amendment and Renewal will be effective when signed by the last party whose signing makes the document fully executed.

BRYAN IRON AND METAL, LTD.
by Bryan Management Co., Inc.,
its General Partner,
d/b/a Texas Commercial Waste

CITY OF COLLEGE STATION

By: 
Printed Name: Ronald Schmitt
Title: Gen Mgr
Date: 5-12-00

By: _____
Lynn McIlhaney, Mayor
Date: _____

ATTEST:

Connie Hooks, City Secretary
Date: _____

APPROVED:

Thomas E. Brymer, City Manager
Date: _____

City Attorney
Date: _____

Charles Cryan, Director of Fiscal Services
Date: _____