

AN ORDINANCE 2008 - 12 - 11 - 1135

**AUTHORIZING THE ACQUISITION OF 1511 E. COMMERCE STREET LOCATED IN CITY COUNCIL DISTRICT 2 WITHIN TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN, CITY OF SAN ANTONIO, TEXAS, KNOWN AS THE INNER CITY TIRZ, FROM THE CARVER DEVELOPMENT BOARD, FOR \$150,500.00, USING TIF FUNDS.**

\* \* \* \* \*

**WHEREAS**, Tax Increment Reinvestment Zone Number Eleven, City of San Antonio, Texas, known as the Inner City TIRZ, was designated by the City Council in December 2000 to support redevelopment and public infrastructure improvements within the boundaries of three enterprise zones: the Enterprise Community Enterprise Zone; the Eastside Enterprise Zone; and the Southside Enterprise Zone; and

**WHEREAS**, the Board supports the City in development activities for Inner City Revitalization and actively participates in the implementation of TIRZ projects; and

**WHEREAS**, On August 22, 2008, the Inner City TIRZ Board approved the acquisition of 1511 E. Commerce from the Carver Development Board in order to further revitalization and redevelopment opportunities within the boundaries of the Inner City TIRZ, and approved the use of TIF funds in the amount of \$150,500.00 for the purchase, and up to \$10,000.00 in closing costs, and in January 2009 the TIRZ Board intends to amend the Project and Financing Plans for the TIRZ to add the property as land the Board would like to see redeveloped; and

**WHEREAS**, the acquisition will further revitalization and redevelopment opportunities within the boundaries of the Inner City TIRZ by redeveloping blighted property; and

**WHEREAS**, the purchase of this property will also fulfill recommendations made in the City's Master Plan, CRAG Recommendations and the mission of the Housing and Neighborhood Services Department which calls for strategically enhancing the quality of life in San Antonio neighborhoods through the development and delivery of revitalization programs or services leveraged by dynamic partnerships; and

**WHEREAS**, the acquisition request was presented to and approved by the Planning Commission on November 26, 2008;

**WHEREAS**, it is now necessary for the City Council to approve the acquisition of the property located at 1511 E. Commerce Street, and the amendment of the Final Project Plan and the Final Financing Plan for the TIRZ; and

**WHEREAS**, notice of a public hearing on acquiring land within the TIRZ to be held on December 11, 2008, was duly published in the Daily Commercial Recorder, a newspaper of general circulation on December 4, 2008, in compliance with Section 311.003(c) of the Act; and

**WHEREAS**, a public hearing was held on December 11, 2008, at 9:00 a.m. in the City Council Chambers, City of San Antonio, Texas to consider the increase in geographic area of the TIRZ, at which time the City provided a reasonable opportunity for any owners of property to protest the property's inclusion in the TIRZ in accordance with Section 311.003(d) of the Act; and

**WHEREAS**, it is officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The request of the Board of Directors of Tax Increment Reinvestment Zone Number Eleven, City of San Antonio, Texas, known as the Inner City TIRZ, that the City acquire 1511 E. Commerce on behalf of the TIRZ, said purchase to be funded by the Inner City TIF Fund, is approved, and staff is authorized to purchase the property. The amounts of \$150,500.00 for the purchase of 1511 E. Commerce, and the closing costs of up to \$10,000.00 are feasible and in compliance with the City's Master Plan, the City's 2000 Guidelines and Criteria for the use of tax increment financing, and the Final Project and Financing Plans for the Tax Increment Reinvestment Zone Number Eleven, City of San Antonio, Texas. A map of the property is attached as Attachment 1.

**SECTION 2.** The City Manager or her designee, are authorized and directed to execute and deliver on behalf of the City an instrument with the Carver Development Board in substantially the form attached as Attachment 2, which is incorporated for all purposes as if fully set forth, and to complete the purchase of 1511 E. Commerce Street. The City Manager or her designee may agree to non-material changes to the approved form and may execute all necessary or convenient ancillary instruments and agreements.

**SECTION 3.** Funding for this ordinance is appropriated in accordance with the table below:

General Ledger	GL Text	Cost Center	CC Text	Fund	Fund Text	Amount
5209010	Land Acquisition Costs	703290001	TIRZ - INNER CITY	29086007	TIRZ - INNER CITY	\$150,500.00
5201040	Fees to Professional Contractors	703290001	TIRZ - INNER CITY	29086007	TIRZ - INNER CITY	\$ 10,000.00

**SECTION 4.** Payment not to exceed the budgeted amount is authorized to be encumbered with a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements,

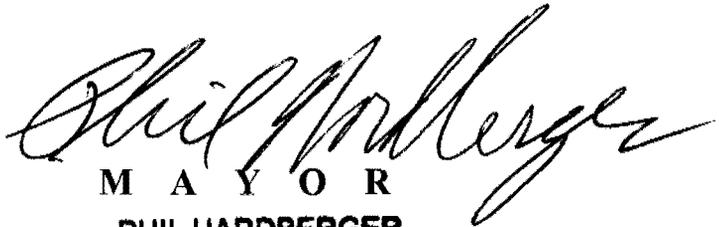
Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** The statements set forth in the recitals of this Ordinance are true and correct, and are incorporated as a part of this Ordinance.

**SECTION 7.** If any provision of this Ordinance or the application of any provision of this Ordinance to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application of the remainder of this Ordinance to other circumstances shall nevertheless be valid, as if such invalid provision had never appeared in this Ordinance, and this Ordinance would have been enacted without such invalid provision.

**SECTION 8.** This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; or in the event eight affirmative votes are not received, on the tenth day after passage.

***PASSED AND APPROVED this 11<sup>th</sup> day of December 2008.***

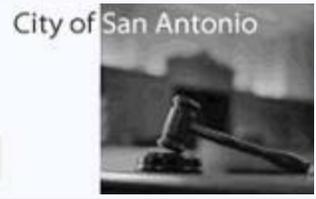
  
M A Y O R  
PHIL HARDBERGER

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney



Request for  
**COUNCIL  
ACTION**



## Agenda Voting Results - 7


<b>Name:</b>	7
<b>Date:</b>	12/11/2008
<b>Time:</b>	05:20:28 PM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	Public Hearing and consideration of an Ordinance authorizing the acquisition of 1511 E. Commerce Street located in City Council District 2 within the Inner City TIRZ, Tax Increment Reinvestment Zone Number Eleven, City of San Antonio, Texas, from the Carver Development Board, for \$150,500.00, using TIF funds; and adding the property to the Project and Financing Plans for the TIRZ. [T.C. Broadnax, Assistant City Manager; David D. Garza, Director, Housing and Neighborhood Services]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x			x	
Jennifer V. Ramos	District 3	x					
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7	x					
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9				x		
John G. Clamp	District 10	x					

**ATTACHMENT 1**

**MAP OF 1511 E. Commerce Street**



NOLAN ST

HACKBER

OLIVE

CHERRY STN

HOUSTON STE

NEW BRAUNFELS AVN

NEW BRAUNFELS AVN

1511 E. Commerce

MARKET STE

COMMERCE STE

37

HACKBERRY STS

OLIVE STS

NEW BRAUNFELS AVS

BOWIE ST

CHERRY STS

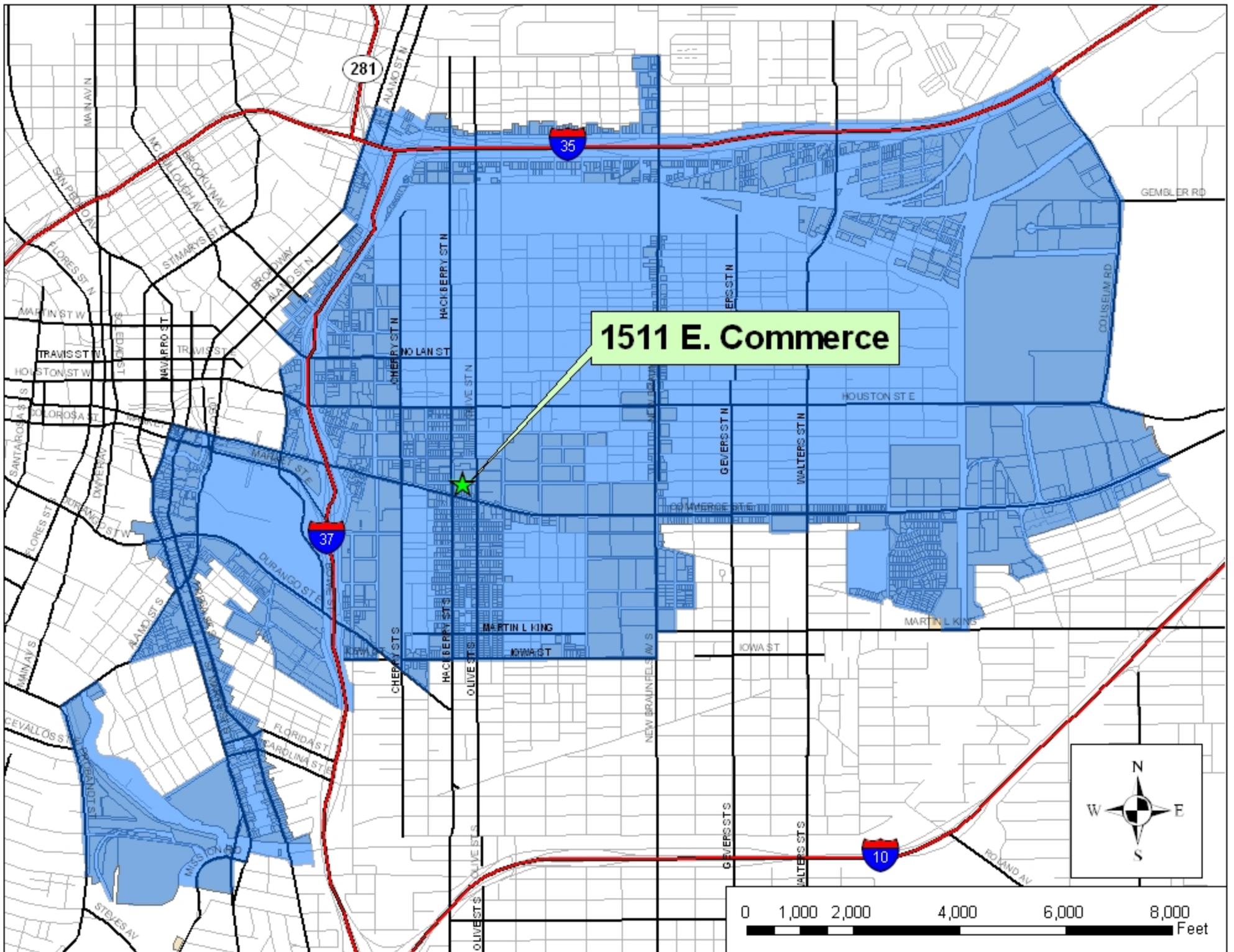
MARTIN L KING

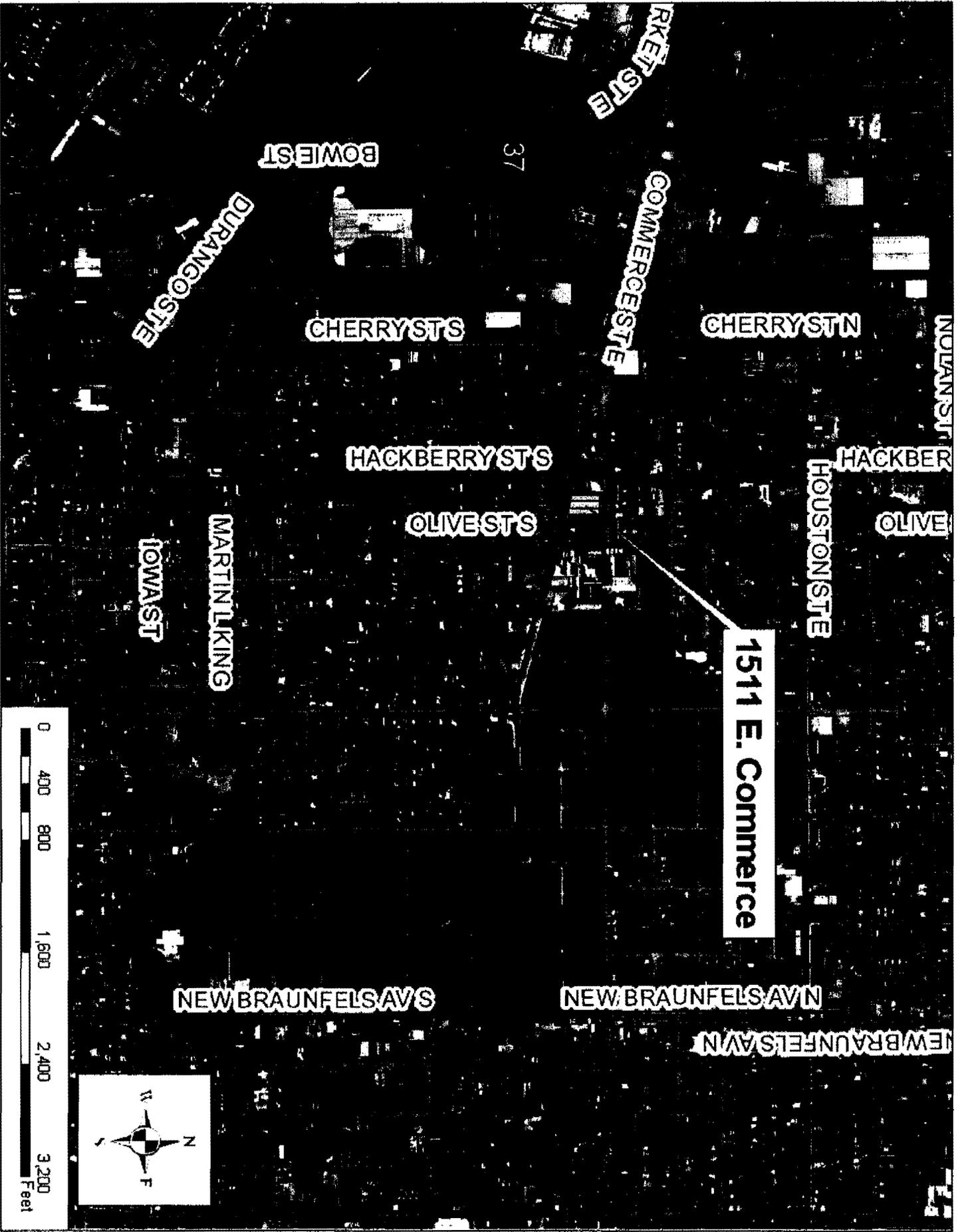
DURANGO STE

IOWA ST



0 400 800 1,600 2,400 3,200 Feet





BOWIE ST

37

DURANGO STE

CHERRY STS

COMMERCE STE

CHERRY STN

NOLAN ST

HACKBERRY STS

HACKBER

OLIVE STS

HOUSTON STE

OLIVE

IOWA ST

MARTIN L KING

1511 E. Commerce

NEW BRAUNFELS AV S

NEW BRAUNFELS AV N

NEW BRAUNFELS AV N



**ATTACHMENT 2**  
**PURCHASE INSTRUMENT**

# Real Estate Sales Contract

(Carver Development Board)

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**Effective Date:** The date a representative of the Title Company signs a receipt for this fully executed contract.

**Authorizing Ordinance:**

**Seller:** The Carver Development Board, a Texas non-profit organization

**Address:** 226 North Hackberry Street, San Antonio,  
Texas 78202-2898

**Phone:** 207-7224

**Seller's Contact:** Matthew Malloy

**Buyer:** City of San Antonio, a Texas municipal corporation

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Ray Doyal CIMS)

**Phone:** 207-4087

**Buyer's Counsel:** Anthony Battaglia

**Address:** City Attorney's Office, P.O. Box 839966, San Antonio, Texas 78283-3966

**Phone:** 207-4065

**Email:** anthony.battaglia@sanantonio.gov

**Property:** Lots 3, 4, 5, 14, 15, and 16, Block 5, New City Block 594, situated in the City of San Antonio, Texas, Bexar County, Texas, together with improvements to the Land ("Improvements").

**Title Company:** Service Title Company

**Address:** 7334 Blanco Road, Suite 100, San Antonio, Texas 78216

**Phone:** 344-8820

**Purchase Price:** \$150,500

**Independent Consideration:** \$100

**Effective Date:** The date on which Title Company acknowledges receipt of a fully executed copy of this agreement.

**Earnest Money:** \$2,500

**Buyer's Liquidated Damages:** \$2,500

**County for Performance:** Bexar County, Texas

## **1. Deadlines and Other Dates.**

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1.01.	Delivery of Title Commitment	30	Days after the Effective Date
1.03.	Delivery of legible copies of instruments referenced in the Title Commitment, and Survey.	40	Days after the Effective Date
1.04.	Delivery of Title and Survey Objections	20	Days after the receipt of Title Commitment and legible copies of instruments referenced in the Title Commitment, Survey
1.05.	Delivery of Seller's records as specified in Exhibit B	40	Days after the Effective Date
1.06.	End of Inspection Period	180	Days after the Effective Date
1.07.	Closing Date	30	days after the Inspection Period
1.08.	Closing Time	10:00	A.M.

The deadlines may be altered by the mutual agreement of the parties. Buyer's consent may be made by the Director of the Capital Improvements Management Services Department without further authorization of City Council.

## 2. Closing Documents.

2.01. At closing, Seller will deliver the following items:

Special Warranty Deed

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

Notices, statements, and certificates as specified in Exhibit C

2.02. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Purchase Price

2.03. The documents listed in this section are collectively known as the "Closing Documents." Unless otherwise agreed by the parties in writing before closing, the deed will be substantially in the form attached as **Exhibit D**.

2.04. The deed may except from warranty items reflected in Schedule B of the latest effective title commitment. It may not except rights of parties in possession, survey-related matters, or rights not arising out of a recorded instrument.

### **3. Exhibits.**

The following are attached to and are a part of this contract:

Exhibit A—Representations

Exhibit B—Seller's Records

Exhibit C—Notices, Statements, and Certificates

Exhibit D—Form of Deed

Exhibit E—Underground Storage Tank Removal Report

### **4. Purchase and Sale of Property.**

Seller will sell and convey the Property to Buyer, and Buyer will buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

### **5. Interest on Earnest Money.**

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

### **6. Title and Survey.**

6.01. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this

contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

6.03. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

6.04. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment by the deadline stated in article 1. Seller must likewise deliver to Buyer legible copies of the instruments referenced in the Title Commitment by the deadline stated in article 1. Buyer shall be solely responsible for the expense and delivery of the Survey.

6.05. *Asbestos Survey.* Seller must deliver to Buyer an asbestos survey of the Property not later than Asbestos Survey Deadline, in accordance with the provisions of § 6-293 of the City Code of the City of San Antonio, Texas.

6.06. *Title Objections.* Buyer has until the deadline stated in article 1. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that this contract is terminated. In absence of such timely notice, Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice.. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

## **7. Inspection Period.**

7.01. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit B, or otherwise make those records available for Buyer's review, by the deadline stated in article 1.

7.02. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

- b. Buyer may not unreasonably interfere with existing operations or occupants of the Property; and
- d. if the Property is altered because of Buyer's inspections and Buyer does not purchase the Property, Buyer must return the Property to its preinspection condition promptly after terminating the contract.

7.03. *Extension.* Buyer may extend the Inspection Period for an additional 60 days if it determines in its discretion that it needs to perform a Phase II environmental site assessment.

7.04. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Buyer's termination is effective without City Council approval if signed by the Director of the Capital Improvements Management Services Department.

## **8. Independent Consideration.**

As independent consideration for this agreement, Seller acknowledges receipt from Buyer of the Independent Consideration. This sum is not a credit against the Purchase Price and is not refundable under any circumstance.

## **9. Representations.**

The parties' representations stated in Exhibit A are true and correct as of the Effective Date and must be true and correct on the Closing Date.

## **10. Condition until Closing; Cooperation.**

10.01. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer

of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

10.02. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

10.03. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

10.04. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

10.05. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable

evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

## **11. Termination.**

### *11.01. Disposition of Earnest Money after Termination*

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer. Seller retains the Independent Consideration.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller. Seller retains the Independent Consideration.

*11.02. Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

## **12. Allocation of Closing Costs.**

### *12.01. Seller will pay:*

- a. the basic charge for the Title Policy;
- b. one-half of the escrow fee charged by Title Company;
- c. the costs to prepare the deed;
- d. the costs to obtain, deliver, and record releases of all liens to be released at closing;
- e. the costs to record all documents to cure Title Objections agreed to be cured by Seller;
- f. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession;

- g. the additional premium for the "survey/area and boundary deletion" in the Title Policy
- h. the costs to obtain reports of ad valorem taxes;
- i. the costs to deliver copies of the instruments described in article 1; and
- j. Seller's expenses and attorney's fees.

12.02. Buyer will pay:

- a. one-half of the escrow fee charged by Title Company;
- b. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;
- c. the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and
- d. Buyer's expenses and attorney's fees.
- e. the costs of all endorsements and inspections under the Title Policy other than the base premium; and
- f. the costs to obtain the Survey.

12.03. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date according to Section 26.11 of the Texas Tax Code. In no event is Buyer liable for any roll back taxes.

12.04. *Income and Expenses.* Buyer acknowledges Seller's representation that the Property currently produces no income for Seller. Notwithstanding the above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Buyer's invoice.

12.05. *Prepaid Rent.* Buyer gets a credit at closing for all rent previously paid to Seller allocable to the period after closing.

12.06. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make

postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

12.07. *Brokers' Commissions.* Seller must pay the Commission to Broker. Each party represents to the other that no other commissions are due in respect of this transaction.

### 13. Closing.

13.01. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.
- f. Buyer need not close if Seller cannot or does not deliver indefeasible title at closing. If Buyer does not close for want of indefeasible title, the earnest money is returned to Buyer.
- g. Buyer will receive at closing the basic title policy plus endorsements removing the survey exception and the exception for rights of parties in possession.

13.02. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

## 14. Default and Remedies.

14.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer. Seller must also pay to Buyer as liquidated damages the Buyer's Liquidated Damages. Seller retains the Independent Consideration.
- b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

14.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may, as its sole and exclusive remedy, terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

14.03. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by either party's default cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and Buyer's Liquidated Damages are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

## 15. Miscellaneous Provisions.

15.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, state of Texas. **The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Shall Be Governed By The Laws Of The State Of Texas.** Provided, however, the Texas conflicts of law rules shall not be used to cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

15.02. *Severability.* If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

15.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

15.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

15.05. *Modification.* This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification, express or implied, affects the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

15.06 *Third Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

15.07. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to conform to the requirement that mailings be done by certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

15.08. *Pronouns.* In construing this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement, not to any particular provision of it.

15.09. *Captions.* Paragraph captions in this Agreement are for ease of reference only and do not affect the interpretation hereof.

15.10. *Mediation.* As a condition precedent to bringing any action to enforce or interpret this agreement or any aspect thereof, including an action for declaratory relief, the disputants must first submit in good faith to mediation by a mediator qualified under § 154.052, Texas Civil Practice and Remedies Code. Suit may be filed only after the sooner to occur of (i) a full day of mediation by a mediator qualified as provided above or (ii) certification by the mediator that further attempts to mediate would be fruitless. Laches, waiver, and estoppel based upon any reasonable delay relating to attempts to mediate as herein provided may not be asserted by either party hereto.

15.11. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties.

15.12. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the parties as contained in this agreement

15.13. *Assignment.* Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer possesses, directly or indirectly, the power to direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise, and any other assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

15.14. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

15.15. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

15.16. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

## **16. Prohibited Interest in Contracts.**

16.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

16.02. Seller warrants and certifies as follows:

(i) Seller and its officers, employees and agents are neither officers nor employees of the City.

(ii) Seller has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

16.03. Seller acknowledges that City's reliance on the above warranties and certifications is reasonable.

## **17. Public Information.**

Seller acknowledges that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands.

**Buyer**

**City of San Antonio, a Texas**  
municipal corporation

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Seller**

**Carver Development Board, a Texas**  
nonprofit corporation

Signature: Matthew Maloy

Printed  
Name: Matthew Maloy

Title: Treasurer

Date: 12-4-08

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

## Title Company Acceptance of Escrow and Receipt for Contract

---

**Seller:** The Carver Development Board, a Texas non-profit organization

**Address:** 226 North Hackberry Street, San Antonio, Texas  
78202-2898

**Buyer:** City of San Antonio, a Texas municipal corporation

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Property:** Lots 3, 4, 5, 14, 15, and 16, Block 5, New City Block 594, situated in the City of San Antonio, Texas, Bexar County, Texas, together with improvements to the Land ("Improvements").

Title Company agrees to act as escrow agent according to the terms of this Contract. Further, Title Company acknowledges receipt from Buyer of three fully executed counterpart originals of the Contract on the same date, with one fully executed original Contract being returned to each of Seller and Buyer.

### Service Title Company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Title Company Receipt for Earnest Money

---

**Seller:** The Carver Development Board, a Texas non-profit organization

**Address:** 226 North Hackberry Street, San Antonio, Texas  
78202-2898

**Buyer:** City of San Antonio, a Texas municipal corporation

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Property:** Lots 3, 4, 5, 14, 15, and 16, Block 5, New City Block 594, situated in the City of San Antonio, Texas, Bexar County, Texas, together with improvements to the Land ("Improvements").

Title Company acknowledges receipt from Buyer of earnest money in the amount set forth below:

Amount: \$2,500

### Service Title Company

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

---

### Seller's Representations to Buyer

Seller hereby represents and warrants as follows, to the best of Seller's present knowledge with no duty of further investigation by Seller, which representations and warranties shall survive the Closing Date for a period of six (6) months and, unless Seller notifies Buyer to the contrary prior thereto, shall be deemed made by Seller to Buyer also as of the Closing Date:

1. *Authority.* Seller is a Texas nonprofit corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* Except as stated in Section 10 below, there is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been

furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. *Prepaid Rent.* As of closing, Seller has received no prepaid rent except as reflected on the closing statement as a credit to Buyer.

9. *Environmental Condition of Premises.*

(A) Seller has remediated and removed an Underground Storage Tank from the Property pursuant to the Underground Storage Tank Removal Report attached as Exhibit E. Seller has no actual knowledge of any Hazardous Substance from Seller's operations that is or has been located on, in, or under the Property except in material compliance with Environmental Law.

(B) The term "Hazardous Substance" shall mean and refer to asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products (including crude oil or any fraction thereof), and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by any Environmental Law.

(C) The term "Environmental Law" shall mean any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq., the Resource Conservation and recovery Act, as amended, 41 U.S.C. § 6801, et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et. seq., and the Clean Air Act, as amended, 42 U.S.C. § 7401 et. seq.

10. *Taxes.* Seller owes certain ad valorem taxes to Bexar County that Seller will pay in full on or before closing.

11. *Income from Property.* The Property does not currently produce any income for Seller that could justify proration of the Purchase Price in favor of the Buyer.

10. *No Warranty; Property Condition.*

(A) Except for Seller's special warranty of title to be contained in the Deed, and except as expressly stated in the Contract, but subject to the limitations contained herein, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written; past, present or future, of, as to, or concerning (i) the

nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Buyer may elect to conduct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. EXCEPT AS STATED IN THE CONTRACT, IN CONNECTION WITH THE CONVEYANCE OF THE PROPERTY, SELLER HAS NOT MADE AND DOES NOT MAKE, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT BUYER MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, SELLER DOES NOT MAKE ANY REPRESENTATIONS REGARDING HAZARDOUS WASTE, AS DEFINED BY THE LAWS OF THE STATE OF TEXAS AND ANY REGULATIONS ADOPTED PURSUANT THERETO OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. Subject to the warranties and representations made by Seller in the Contract, Buyer agrees to accept the Property at Closing with the Property being in its present AS IS condition WITH ALL FAULTS.

(B) BUYER ACKNOWLEDGES AND AGREES THAT EITHER BUYER IS EXPERIENCED IN THE OWNERSHIP, DEVELOPMENT AND/OR OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY OR HAS ENLISTED THE ASSISTANCE OF REPRESENTATIVES WHO ARE, AND THAT BEFORE THE CLOSING, BUYER WILL HAVE INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED (OR WILL EMPLOY PERSONS WHO ARE QUALIFIED) TO MAKE SUCH INSPECTION(S). BUYER ACKNOWLEDGES THAT IT IS FULLY RELYING ON BUYER'S (OR BUYER'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THE CONTRACT, NOT UPON ANY STATEMENT (ORAL OR WRITTEN) THAT MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF ITS REPRESENTATIVES. BUYER ACKNOWLEDGES THAT BUYER HAS (OR BUYER'S REPRESENTATIVES HAVE), OR PRIOR TO THE CLOSING WILL HAVE,

THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY); AND BUYER ACKNOWLEDGES THAT BUYER IS RELYING SOLELY UPON ITS OWN (OR ITS REPRESENTATIVES') INSPECTION, EXAMINATION AND EVALUATION OF THE PROPERTY. BUYER HEREBY EXPRESSLY ASSUMES ALL RISKS, LIABILITIES, CLAIMS, DAMAGES AND COSTS (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATED TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY ATTRIBUTABLE TO THE PERIOD FROM AND AFTER THE CLOSING DATE, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY THE CONTRACT. BUYER EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT BUYER MIGHT OTHERWISE HAVE AGAINST SELLER RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY THE CONTRACT.

## **Exhibit B**

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### **Seller's Records**

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in Article 1:

#### **Governmental**

- governmental licenses, certificates, permits, and approvals
- tax statements for the current year and the last three years
- notices of appraised value for the current year and the last three years
- records of regulatory proceedings or violations (for example, condemnation, environmental)

#### **Land**

- soil reports
- environmental reports
- engineering reports
- prior surveys
- site plans

#### **Facilities**

- as-built plans, specifications, and mechanical drawings for improvements
- warranty agreements
- management, employment, labor, service, equipment, supply, and maintenance agreements
- insurance policies
- ADA and other building inspection reports

engineering reports

environmental reports

operating and maintenance plans (for example, asbestos maintenance plans)

life-safety plans

## Exhibit C

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### Notices, Statements, and Certificates

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.

## Exhibit D

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**Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.**

### **SPECIAL WARRANTY DEED (AND ASSIGNMENT OF CLAIMS)**

---

**Grantor:** The Carver Development Board, a Texas non-profit organization

**Grantor's Mailing Address (including county):** 226 North Hackberry Street, San Antonio, Texas 78202-2898

**Grantee:** City of San Antonio

**Grantee's Mailing Address (including county):** P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, Capital Improvement Management Services) (Bexar County)

**Consideration:** \$10 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

**Property:** Lots 3, 4, 5, 14, 15, and 16, Block 5, New City Block 594, situated in the City of San Antonio, Texas, Bexar County, Texas, together with improvements to the Land ("Improvements").

**Grantor**, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to Grantee, and Grantee's heirs and assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural and plural ones include the singular.

Grantor warrants that the Property is his sole and separate property.

**Assignment of Claims**

In addition to the conveyance of real estate addressed above, Grantor hereby assigns to Grantee all choate and inchoate statutory and common-law claims, if any, it may have against its predecessors in title and against any other potentially responsible person for environmental contamination of the Property now known or later found to exist.

Date: \_\_\_\_\_

\_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me by ????????????????

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

**Authorizing Ordinance:** 2007-04-19-0447

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

**After recording, please return to:**

City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
(Attention: Director, Capital Improvement Management Services)

**Exhibit E**

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**UNDERGROUND STORAGE TANK (UST)  
REMOVAL REPORT**

**Former Roegelien Meat Packing Plant  
1511 E. Commerce  
San Antonio, Texas  
Facility ID # 3035**

*Prepared for:*

**Mr. Johnny Thomas  
Carver Community Cultural Center  
226 N. Hackberry Street  
San Antonio, TX 78202**

*Prepared by:*



**Geo Strata Environmental Consultants, Inc.  
4718 College Park  
San Antonio, Texas 78249**

**Geo Strata Job # 630-CAPI-EC**

REGISTERED CORRECTIVE ACTION SPECIALIST

RCAS # 0093  
EXP DATE 2/2010

  
Suzanne Green, P.G., Geo Strata Environmental Consultants

CORRECTIVE ACTION PROJECT MANAGER

CAPM # 0653  
P.G. License # 6032

  
Suzanne Green, P.G.

October 2008

## **Table of Contents**

### **Release Determination Report (TNRCC-0621)**

- 1.0 Executive Summary**
- 2.0 UST Removal Activities and Soil Sampling Results**
  - 2.1 Description of tanks and/or piping.
  - 2.2 Description of removal, transport and disposal of tanks.
  - 2.3 Soil sampling activities and results.
- 3.0 Waste Management and Disposition**
  - 3.1 Fluid Disposal
  - 3.2 UST Disposal
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- 4.0 Quality Assurance/Quality Control (QA/QC)**
  - 4.1 Soil Sampling
  - 4.2 Laboratory Protocol

### **APPENDIX A**

Figure 1 - Site Plan – Sample Locations

### **APPENDIX B**

Summary of Analytical Results – Soil – UST System Removal

### **APPENDIX C**

Certified Laboratory Reports

### **APPENDIX D**

Waste Management and Disposition  
Tank Disposal Certificate

### **APPENDIX E**

City of San Antonio Permit  
Construction Notification Form  
Site Photographs  
Copy of Amended TCEQ UST Registration Form

Texas Commission on Environmental Quality  
**PETROLEUM STORAGE TANK PROGRAM**  
**RELEASE DETERMINATION REPORT FORM**

**FORM INSTRUCTIONS:** Use this form to report the results of investigating a suspected or confirmed release or to report the results of permanent removal from service of a UST. The form should also be used to report the results of routine removal of an AST from service and/or for any routine environmental site assessment (ESA) at PST sites where a 'no further action' letter from TCEQ is desired (routine AST removals and routine ESAs are not specifically regulated by TCEQ). Please note that leaking PST sites reported to the agency on or after September 1, 2003 are potentially subject to 30 TAC 350 ("TRRP") as well as to 30 TAC 334. Refer to *Investigating and Reporting Releases from Petroleum Storage Tanks* (RG-411) for more information. Please also note that initial (w/in 24 hours) reporting of all suspected or confirmed releases should be made using the *PST Program Incident Report (IR) form* (TCEQ-20097). Submit completed forms to the PST-RPR, TCEQ, MC 137, P.O. Box 13087, Austin, Texas 78711-3087. **DO NOT MODIFY THIS FORM IN ANY WAY.** Complete all applicable blanks. Incomplete forms, including forms missing relevant attachments, will be returned without review.

**RDR FORM CHECKLIST**

**PLEASE NOTE:** The following documents are required to be attached to this form upon submittal. Complete the checklist and attach each listed document to the back of the form, or provide a written statement explaining why a particular item on the checklist is not applicable/not available:

- Copy of original Construction Notification form filed with the TCEQ regional office for the field construction activity
- Scaled site diagram(s) showing location & layout of tank system(s) including pipe chases, dispensers, and any remote fill ports; all sampling points, North arrow, scale, nearest intersection of main roads. Previously removed tank systems should also be indicated.
- Written description of tank removal activities, including removal of substances from tanks, tank cleaning/purging/inerting activities, and tank condition (corrosion holes, tears, rust, etc.). Include description of piping and dispenser equipment condition.
- Written description of site sampling activities, including sample equipment used, decontamination procedures, sample collection and handling methods, sampling locations and summary of overall sampling rationale.
- Copies of signed laboratory reports, complete chain-of-custody and laboratory check-in sheet documentation including sample receipt temperature, sample preservation methods, date and time of sample collection, laboratory QA/QC etc.
- Waste disposal, treatment, recycling or reuse documentation, including waste manifests signed and dated by all relevant parties. Manifests should have all required signatures and dates, and show waste type, quantities and units.
- Photographs (originals or high resolution color copies) of the site showing all parts of tank system (tanks, dispensers, piping, etc.), all excavated areas including excavation bottoms, stockpiles, etc. See Eco Checklist comments below.
- Tank destruction documentation (no. of tanks, size(s), former contents, tank composition [e.g., steel, fiberglass, etc.]) including date of disposal and facility name, address and contact information.
- Copy of amended *UST or AST Registration and Self-Certification form* (TCEQ-0724 or TCEQ-0659, respectively) as applicable. Originals should be sent to the PST Registration Team (MC-138), TCEQ, P.O. Box 13087, Austin, TX 78711-3087.
- Boring logs and well completion diagrams/well reports, as applicable. Logs should include field screening.
- Completed TRRP Tier 1 Ecological Exclusion Checklist (available at [www.turcc.state.tx.us/permitting/forms/eco.pdf](http://www.turcc.state.tx.us/permitting/forms/eco.pdf))  
**NOTE:** The Eco Checklist is mandatory for all sites which (a) report a PST release to TCEQ on or after September 1, 2003, (b) have chemicals of concern (COCs) present above the method quantitation limits (MQLs), and (c) desire to not be subject to TRRP assessment/remediation requirements. Persons planning on going directly into TRRP with their sites may submit the Eco Checklist later, as part of the APAR form (TCEQ-10325). See *Investigating and Reporting Releases from PSTs* (RG-411) for more information. Please note that the Eco Checklist itself also has required attachments - Part I, Item 1 requires one of the following to be attached "...to depict the affected property and surrounding area": USGS topographic map, aerial photographs, or "other affected property photographs". If photographs other than aerial are used, ensure that the entire photographic package submitted with this form depicts the tank systems & excavation bottoms as well as all site features pertinent to ecological evaluation.
- RCAS/CAPM and/or LOSS signatures are required on page 7 of this form.

### SUMMARY

Based on the information obtained during this release determination and by comparing the contaminant levels to the laboratory method quantitation limits (MQLs) and to the PST Program action levels, check all that apply:

- No contaminants were detected above the greater of MQLs or background.
- Contaminants were detected above MQLs/background, but below action levels.
- Contaminant levels were above action levels.
- Tank pit water was present. If present, sampled?  Yes  No
- A groundwater sample representative of the first water-bearing zone was collected and analyzed (i.e., monitoring well installed).
- A representative groundwater sample was collected and analyzed and one or more COCs exceeded action levels.
- The site does not pass the TRRP Tier 1 Ecological Exclusion Checklist.
- This site is a new LPST site (reported to the agency on or after September 1, 2003), and therefore is subject to 30 TAC 350.
- This site will enter TRRP and an Affected Property Assessment Report form (TCEQ-10325) is the next submittal.
- This site was initially reported to \_\_\_\_\_ (name, TCEQ office) on \_\_\_\_\_ (date prior to September 1, 2003) and therefore is subject to 30 TAC 334 only.
- This site is an existing LPST case, there is no new release, and this Release Determination Report is being submitted as the tank removal-from-service documentation.

Is the responsible party financially able to complete the next appropriate step?  YES  NO If no, and an LPST number is assigned to this case, you may contact the PST-RPR Section at 512/239-2200 to request information on the State-Lead option. Pursuit of this option requires submittal of detailed financial information including recent tax returns and other IRS documentation. Please note that pursuit of this option is only possible once an LPST number has been assigned.

Answer the following question if this is an LPST case subject to 30 TAC 334 only (i.e., originally reported to agency prior to September 1, 2003, and no new release occurred after that date).

Is this case eligible for reimbursement of necessary corrective actions?  YES  NO If not, appropriate corrective action in accordance with applicable rules and guidance may continue without specific direction or approval from the PST-RPR Section, however, coordination with PST-RPR is recommended. If the site is eligible for reimbursement, all corrective action activities, with the exception of initial NAPL recovery and emergency abatement activities, must be preapproved prior to initiation.

**A. GENERAL INFORMATION**

Pre-existing LPST ID No.?  NO  YES : \_\_\_\_\_ (LPST no[s].) TCEQ Region: 13

Facility ID No.: 3035 Required unless one of the following applies:

- Check here if tank registration is not required for this site (per 30 TAC §334.7), and check one of the following as applicable:
  - the tank(s) are partially excluded or exempted from jurisdiction under 30 TAC Chapter 334. Specify type or usage of tank(s): \_\_\_\_\_
  - the tank(s) were permanently removed from the ground before May 8, 1986 (provide date of removal \_\_\_\_\_);
  - the tank(s) remained in the ground but were emptied, cleaned, and filled with inert substance before January 1, 1974 (provide date of activities: \_\_\_\_\_);
  - the tank(s) were out of operation, their existence was unknown (i.e., "ghost tank"), and they were permanently removed from service within 60 days of their discovery (provide date of discovery: \_\_\_\_\_ Describe method of discovery: \_\_\_\_\_)

Tank Owner: Carver Community Cultural Center

Tank Owner Mailing Address: 226 N. Hackberry Street

Tank Owner City: San Antonio State: TX Zip: 78202

Tank Owner Contact Person: Johnny Thomas Phone: 210.226.5888 Fax no.: \_\_\_\_\_

Tank Operator (if different from tank owner): \_\_\_\_\_

Tank Operator Mailing Address: \_\_\_\_\_

Tank Operator City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tank Operator Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax no.: \_\_\_\_\_

Land Owner (if different from tank owner and operator): \_\_\_\_\_

Land Owner Mailing Address: \_\_\_\_\_

Land Owner City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Land Owner Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax no.: \_\_\_\_\_

If this site is a pre-existing LPST site with no new release or is a new LPST site which will be subject to TRRP (30 TAC 350), which of these parties will oversee the corrective actions at this site?

Tank Owner  Tank Operator  Land Owner

Other (not the contractor or consultant): Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Please note that no matter which party conducts corrective action, the tank owner and the tank operator are jointly responsible for the necessary corrective actions.

Facility Name: Former Roegelain Meat Packing Plant

Facility Physical Address: 1511 East Commerce Street

Facility City: San Antonio County: Bexar County Code (see p. 8): 15

**A. GENERAL INFORMATION (continued)**

Indicate ALL tanks currently and formerly located at this site (attach pages as necessary):

	Type (UST/AST)	Product Type	Size (approx. gal)	
Current:	UST	Gasoline	4,000	
Former:				Date Removed from Service

**B. SUSPECTED RELEASE INFORMATION**

Complete only this section and sections E through G as appropriate when the situation of a suspected release has occurred and it was documented that a release had not occurred.

Date suspected release discovered: \_\_\_\_\_ Reason release suspected: \_\_\_\_\_

Date suspected release reported to TCEQ: \_\_\_\_\_ Reported to: \_\_\_\_\_

Possible source(s) of release: (check all that apply) Tanks:  USTs  ASTs  Piping  Overfills/spills  Unknown  
 Other: \_\_\_\_\_

Type of substance(s) suspected released: (check all that apply)  Gasoline  Diesel  Used Oil  Aviation Gasoline  
 Jet Fuel (type: \_\_\_\_\_)  Alcohol-blended fuel (Type and percentage of alcohol: \_\_\_\_\_)  
 Other: (be specific) \_\_\_\_\_

Were UST/AST system tank and/or line tightness tests performed?  YES or  NO (check one) If yes, attach test data and results.  
 Did the tests indicate that all tanks and piping were tight?  YES or  NO (check one) If No, specify the portion of the tank system(s) that were found not to be tight: \_\_\_\_\_

Were any repairs conducted on the tank system(s)?  YES or  NO (check one) If yes, describe type(s) and location of repairs: \_\_\_\_\_

Were tightness tests performed after repairs were conducted?  YES or  NO (check one) If yes, attach test data and results.  
 Did the tests indicate that the repaired items were tight?  YES or  NO If No, specify the portion of the tank system(s) that were found not to be tight: \_\_\_\_\_

Were any soil confirmation samples collected?  YES or  NO (check one) If yes, were all potential source areas investigated?  
 YES or  NO If samples were collected, attach descriptions of sample locations, collection methods, and laboratory results.

Were any groundwater confirmation samples collected?  YES or  NO (check one) If yes, were all potential source areas investigated?  
 YES or  NO If samples were collected, attach descriptions of sample locations, collection methods, aquifer name, and laboratory results. (Groundwater sampling is not required at this point unless there is reasonable suspicion of impact.)

### C. CONFIRMED RELEASE INFORMATION

Complete this section only if a release was confirmed; i.e., contaminant levels exceeded MQLs

Date release confirmed: \_\_\_\_\_ Date release reported to TCEQ: \_\_\_\_\_ Reported to: \_\_\_\_\_

Is this the first release from a UST or AST discovered at this site?  YES  NO

Is there any other contamination or potential impacts to human health from any source other than the tank systems at this site?  
 YES  NO If yes, indicate type and location of contamination: \_\_\_\_\_

Reported to TCEQ by: \_\_\_\_\_ Representing: \_\_\_\_\_

Method of release discovery:

- |   |  |
|---|--|
| <input type="checkbox"/> Samples collected during tank removal-from-service activities      | <input type="checkbox"/> Impact to utility line  |
| <input type="checkbox"/> Samples collected during other tank system construction activities | <input type="checkbox"/> Impact to surface water |
| <input type="checkbox"/> Samples collected during release determination investigation       | <input type="checkbox"/> Impact to water well    |
| <input type="checkbox"/> Other: _____   |  |

Method of release confirmation: (check all that apply)

- Soil samples  Groundwater samples  Surface water samples  Documentation of presence of NAPL

Source(s) of release: (check all that apply) Tanks:  USTs  ASTs  Piping  Overfills/spills  Unknown  
 Other: \_\_\_\_\_

Substance(s) released: (check all that apply)  Gasoline  Diesel  Used Oil  Aviation Gasoline

Alcohol-blended fuel (Type and percentage of alcohol: \_\_\_\_\_)

Jet Fuel (type: \_\_\_\_\_)  Other: (be specific) \_\_\_\_\_

Amount of product released: \_\_\_\_\_ Chemical Abstract Service registry #: \_\_\_\_\_ (for hazardous substances)

Were any soil samples collected?  YES or  NO (check one) If yes, attach descriptions of sample locations, collection methods and laboratory results.

Type of native soil: (check one)  Clay or silt  Sand, gravel or rock

Were any groundwater confirmation samples collected?  YES or  NO (check one) If yes, attach descriptions of sample locations, collection methods, aquifer name, and laboratory results.

Known Impact(s): (check all that apply)  Soil  GW  Surface Water  Subsurface Utilities - type: \_\_\_\_\_

Buildings  Water wells  Other sensitive receptors: \_\_\_\_\_

Was the land owner (if different from the tank owner) notified of the contamination?  YES or  NO (check one) If Yes, attach copy of the letter which provided the notification. If No, documentation that notification was provided must be submitted within 30 days from the date the impact is discovered.

Possibly Threatened: (check all that apply)  GW  Surface Water  Subsurface Utilities - type: \_\_\_\_\_

Buildings  Water wells  Other sensitive receptors: \_\_\_\_\_

Was NAPL detected (greater than 0.01 feet)?  YES or  NO (check one) If yes, describe how and where it was detected, the thickness detected, and the recovery actions taken: \_\_\_\_\_

### D. ABATEMENT MEASURES

Were abatement measures initiated to stop the release or to recover the released substance?  YES or  NO (check one) If yes, describe the abatement and/or recovery measures taken and the dates and duration of the activities: \_\_\_\_\_

Were UST/AST system tank and/or line tightness tests performed?  YES or  NO (check one) If yes, attach test results. Did the tests indicate that all tanks and piping were tight?  YES or  NO If No, specify the portion(s) of the tank system(s) that were found not to be tight: \_\_\_\_\_

Were any repairs conducted on the tank system(s)?  YES or  NO (check one) If yes, describe type(s) and location of repairs: \_\_\_\_\_

Were tightness tests performed after repairs were conducted?  YES or  NO (check one) If yes, attach test results. Did the tests indicate that the repaired items were tight?  YES or  NO If No, specify the portion of the tank system(s) that were found not to be tight: \_\_\_\_\_

### E. FIRE/TCEQ/OTHER OFFICIALS NOTIFIED

Were any other officials notified?  YES  NO (check one) If Yes, indicate:

Name	Representing	Phone number	Date(s) Notified
R. Mazuca #255	City of San Antonio, Fire Dept.	210.207.8410	10/06/08
Jozaier Douglas	TCEO	210.403.4022	10/03/08

Were any directives issued by the fire or other officials?  YES  NO If Yes, describe directives and actions taken in response to the directive: \_\_\_\_\_

### F. WASTE DISPOSITION

Indicate the status of all wastes and other materials generated:

Type of waste (soil, water, product)	Quantity and Units	Method and location of disposal or treatment
Contaminated water and rinsate	150-gallons	Transported by FCC to their facility in Luling, Texas on 10/13/08

### G. REPORT PREPARATION

A Licensed On-Site Supervisor may complete and sign this form when the supervisor is acting in an approved capacity for tank removal-from-service or tank system repair activities.

Licensed On-Site Supervisor: \_\_\_\_\_ ILP Reg. No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Company: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Based on the results of the site investigation and the additional information presented herein, I certify that the site investigation activities performed either by me, or under my direct supervision, including subcontracted work, were conducted in accordance with accepted industry standards/practices and further, that all such tasks were conducted in compliance with applicable TCEQ published rules, guidelines and the laws of the State of Texas. I have reviewed the information included within this report, and consider it to be complete, accurate and representative of the conditions discovered during the site investigation. I acknowledge that if I intentionally or knowingly make false statements, representations, or certifications in this report, I may be subject to administrative, civil, and/or criminal penalties.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

Project Manager: Cheri H. Krieg PM Reg. No.: 1550 Exp. Date: NA, PG#6511

Company: Geo Strata Environmental Consultants, Inc.

Telephone No.: 210.492.7282 FAX No.: 210.492.8935

Based on the results of the site investigation and the additional information presented herein, I certify that the site investigation activities performed either by me, or under my direct supervision, including subcontracted work, were conducted in accordance with accepted industry standards/practices and further, that all such tasks were conducted in compliance with applicable TCEQ published rules, guidelines and the laws of the State of Texas. I have reviewed the information included within this report, and consider it to be complete, accurate and representative of the conditions discovered during the site investigation. I acknowledge that if I intentionally or knowingly make false statements, representations, or certifications in this report, I may be subject to administrative, civil, and/or criminal penalties.

PM Signature: *Cheri H. Krieg* Date: 10-24-08

**AND**

CAS Representative: Suzanne Green CAS Reg No.: 0093 Exp. Date: 02/2010

Company: Geo Strata Environmental Consultants, Inc.

Telephone No.: 210.492.7282 FAX No.: 210.492.8935

By my signature affixed below, I certify that I am the duly authorized representative of the Correction Action Specialist named and that I have personally reviewed the site investigation results and other relevant information presented herein and considered them to be in accordance with accepted standards/practices and in compliance with the applicable TCEQ published rules, guidelines and the laws of the State of Texas. Further, that the information presented herein is considered complete, accurate and representative of the conditions discovered during the site investigation. I acknowledge that if I intentionally or knowingly make false statements, representations, or certifications in this report, I may be subject to administrative, civil, and/or criminal penalties.

Signature of CAS Representative: *Suzanne Green* Date: 10/24/08

Name of Tank Owner or Operator, or property owner contact: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

By my signature affixed below, I certify that I have reviewed this report for accuracy and completeness of information regarding points of contact and the facility and storage tank system history and status. I acknowledge that if I intentionally or knowingly make false statements, representations, or certifications in this report related to the contact information, and the facility and storage tank system history and status information, I may be subject to administrative, civil, and/or criminal penalties. I attest that I have reviewed this report for accuracy and completeness. I understand that I am responsible for addressing this matter.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY CODE LIST

1	Anderson	38	Childress	75	Fayette	112	Hopkins	149	Live Oak	186	Peecos	223	Terry
2	Andrews	39	Clay	76	Fisher	113	Houston	150	Llamb	187	Polk	224	Throckmorton
3	Angelina	40	Cochran	77	Floyd	114	Howard	151	Loving	188	Potter	225	Titus
4	Aransas	41	Coke	78	Foard	115	Hudspeth	152	Lubbock	189	Presidio	226	Tom Green
5	Archer	42	Coleman	79	Fort Bend	116	Hunt	153	Lynn	190	Rains	227	Travis
6	Armstrong	43	Collin	80	Franklin	117	Hutchinson	154	McCulloch	191	Randall	228	Trinity
7	Atascosa	44	Collingsworth	81	Freestone	118	Irion	155	McLennan	192	Reagan	229	Tyler
8	Austin	45	Colorado	82	Frio	119	Jack	156	McMullen	193	Real	230	Upshur
9	Bailey	46	Comal	83	Gaines	120	Jackson	157	Madison	194	Red River	231	Upton
10	Bandera	47	Comanche	84	Galveston	121	Jasper	158	Marion	195	Reeves	232	Uvalde
11	Bastrop	48	Concho	85	Garza	122	Jeff Davis	159	Martin	196	Refugio	233	Val Verde
12	Baylor	49	Cooke	86	Gillespie	123	Jefferson	160	Mason	197	Roberts	234	Van Zandt
13	Bee	50	Coryell	87	Glasscock	124	Jim Hogg	161	Matagorda	198	Robertson	235	Victoria
14	Bell	51	Cottle	88	Goliad	125	Jim Wells	162	Maverick	199	Rockwell	236	Walker
15	Bexar	52	Crane	89	Gonzales	126	Johnson	163	Medina	200	Runnels	237	Waller
16	Blanco	53	Crockett	90	Gray	127	Jones	164	Menard	201	Rusk	238	Ward
17	Borden	54	Crosby	91	Grayson	128	Karnes	165	Midland	202	Sabine	239	Washington
18	Bosque	55	Culberson	92	Gregg	129	Kaufman	166	Milan	203	San	240	Webb
19	Bowie	56	Dallam	93	Grimes	130	Kendall	167	Mills	204	San Jacinto	241	Wharton
20	Brazoria	57	Dallas	94	Guadalupe	131	Kenedy	168	Mitchell	205	San	242	Wheeler
21	Brazos	58	Dawson	95	Hale	132	Kent	169	Montague	206	San Saba	243	Wichita
22	Brewster	59	Deaf Smith	96	Hall	133	Kerr	170	Montgomery	207	Schleicher	244	Wilbarger
23	Briscoe	60	Delta	97	Hamilton	134	Kimble	171	Moore	208	Soury	245	Willacy
24	Brooks	61	Denton	98	Hansford	135	King	172	Morris	209	Shackelford	246	Williamson
25	Brown	62	DeWitt	99	Hardeman	136	Kinney	173	Motley	210	Shelby	247	Wilson
26	Burleson	63	Dickens	100	Hardin	137	Kleberg	174	Nacogdoches	211	Sherman	248	Winkler
27	Burnet	64	Dimmit	101	Harris	138	Knox	175	Navarro	212	Smith	249	Wise
28	Caldwell	65	Donley	102	Harrison	139	Lamar	176	Newton	213	Somerville	250	Wood
29	Calhoun	66	Duval	103	Hartley	140	Lamb	177	Nolan	214	Starr	251	Yoakum
30	Callahan	67	Eastland	104	Haskell	141	Lampasas	178	Nueces	215	Stephens	252	Young
31	Cameron	68	Ector	105	Hays	142	La Salle	179	Ochiltree	216	Sterling	253	Zapata
32	Camp	69	Edwards	106	Hemphill	143	Lavaca	180	Oldham	217	Stonewall	254	Zavala
33	Carson	70	Ellis	107	Henderson	144	Lee	181	Orange	218	Sutton		
34	Cass	71	El Paso	108	Hidalgo	145	Leon	182	Palo Pinto	219	Swisher		
35	Castro	72	Erath	109	Hill	146	Liberty	183	Panola	220	Tarrant		
36	Chambers	73	Falls	110	Hockley	147	Limestone	184	Parker	221	Taylor		
37	Cherokee	74	Fannin	111	Hood	148	Linscomb	185	Parmer	222	Terrell		

## 1.0 Executive Summary

This report presents the results of underground storage tank (UST) removal activities conducted at the Former Roegelain Meat Packing Plant located at 1511 East Commerce Street in San Antonio, Texas. One 4,000-gallon single-wall steel UST was permanently removed from the ground on October 13, 2008. FCC Environmental Services (FCC) washed out the tank after removing the contaminated fluids remaining in the tank. Stuart Hastedt Company, located in Columbus, Texas, removed the tank from the ground, after it had been washed out. Geo Strata Environmental Consultants, Inc. (Geo Strata) personnel observed the tank removal activities and collected soil samples. The UST was removed following prior notification to the Texas Commission on Environmental Quality (TCEQ) Central office in Austin. A representative from the local TCEQ office (Region 13) and an inspector from the City of San Antonio Fire Prevention Division were present during the UST removal activities. There was no water present within the tankhold. The location of the UST and pertinent site details are presented on **Figure 1 in Appendix A.**

Following the UST system removal, Geo Strata personnel collected soil samples in the native soil within the tankhold and along the piping trench and in the soil from beneath the former dispenser as per current TCEQ guidelines according to the Texas Risk Reduction Program (TRRP), guidance document RG-411 dated December 2004. The sample locations are shown in **Figure 1.** The samples were laboratory analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX), methyl tertiary-butyl ether (MtBE) and total petroleum hydrocarbon (TPH) concentrations. All analytical results were below the TCEQ Petroleum Storage Tank (PST) Program action and screening levels and did not exceed laboratory method quantification limits (MQLs).

## **2.0 UST Removal Activities and Soil Sampling Results**

### **2.1 Description of Tanks and/or Piping**

The single steel UST was observed to be in good condition following its removal. Piping was also in good condition.

### **2.2 Description of Removal, Transport and Disposal of Tanks**

One 4,000-gallon single-wall steel gasoline UST's was permanently removed from the ground on October 13, 2008. Prior to the tank removal, FCC removed residual fluids and rinsed the tanks. Approximately 150 gallons of fluids were recovered from the UST and transported by FCC to their facility in Luling, Texas for disposal. Stuart Hastedt, the licensed on-site supervisor (License # ILP000388) for Stuart Hastedt Company, Columbus, TX (CRP#00089), removed the tank from the ground. The tank was loaded onto a trailer bed and transported by Stuart Hastedt Company to their facility in Columbus, Texas, for disposal and destruction. The disposal certificate is presented in **Attachment D**. Photographic documentation is presented in **Attachment E**.

Note: The TCEQ Petroleum Storage Tank (PST) Registration database indicates that a 3,000-gallon UST was registered as Facility ID number 3035. However, the tank was actually a 4,000-gallon UST. There was no evidence of a second tank associated with the tank system.

### **2.3 Soil Sampling Activities and Results**

Soil samples were collected from the floor of the tank, dispenser island and associated piping per TCEQ guidance document RG-411. The sampling methodology is presented in the following table:

Tank # / volume in gallons	Length (feet)	Sample location
Tank / 4,000	14	From beneath the north and south ends of tank
Piping	~7 feet	From the middle of the pipe trench
Dispenser	NA	From beneath the former dispenser

Note: Water was not present in the tankhold. A total of two samples were collected from the tankhold and one sample each from beneath the dispenser and pipe trench.

In addition, discreet soil samples were collected from the backfill at a sample interval of one per 50 cubic yards. The backfill was placed back in the former tankhold after the UST had been removed. A total of two samples were collected from the backfill.

The samples were packed into an ice chest for transportation to Xenco Laboratories in Houston, Texas for laboratory analysis of BTEX and MtBE concentrations by EPA Method 8260 and TPH concentrations by Method TX 1005.

Soil analytical results indicated contaminant concentrations below the TCEQ PST Program Action and Screening levels. Toluene was detected in the samples, but concentrations were below the laboratory MQLs. TPH results were non-detect in all samples collected. The laboratory analyses are summarized in the Summary of Analytical Results table presented in **Appendix B**, and the laboratory report is presented in **Appendix C**.

### **3.0 Waste Management and Disposition**

#### **3.1 Fluid Disposal**

Approximately 150 gallons of residual fuel and rinsate fluids were recovered from the UST on October 13, 2008; and transported by FCC Environmental to their facility in Luling, Texas for disposal. The disposal manifest is presented in **Appendix D**.

#### **3.2 UST Disposal**

The single 4,000-gallon steel USTs was transported to the Stuart Hastedt Company facility in Columbus, Texas for destruction and disposal on October 13, 2008. A copy of the tank disposal certificate is presented in **Appendix D**.

#### **3.3 Backfill**

The backfill was returned to the former tankhold and compacted to surface grade with clean fill.

### **4.0 Quality Assurance/Quality Control (QA/QC)**

#### **4.1 Soil Sampling**

Native soil samples were collected using a backhoe. Representative samples were obtained from the backhoe bucket by hand, using clean nitrile disposable gloves. Each soil sample was placed in a sterile 4-ounce glass container filled to

capacity in order to limit head-space and sealed with a Teflon-lined lid. The samples were packed into an ice chest for transportation to the laboratory for analysis.

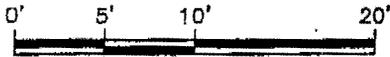
#### **4.2 Laboratory Protocol**

The analytical laboratory was responsible for maintaining appropriate laboratory QA/QC procedures in accordance with EPA guidelines, as summarized in the laboratory reports. A more detailed account of sample analytical protocols is available from the laboratory on request.

**Former Roegelein Meat Packing Plant  
1511 E. Commerce St., San Antonio, Texas**

**APPENDIX A**

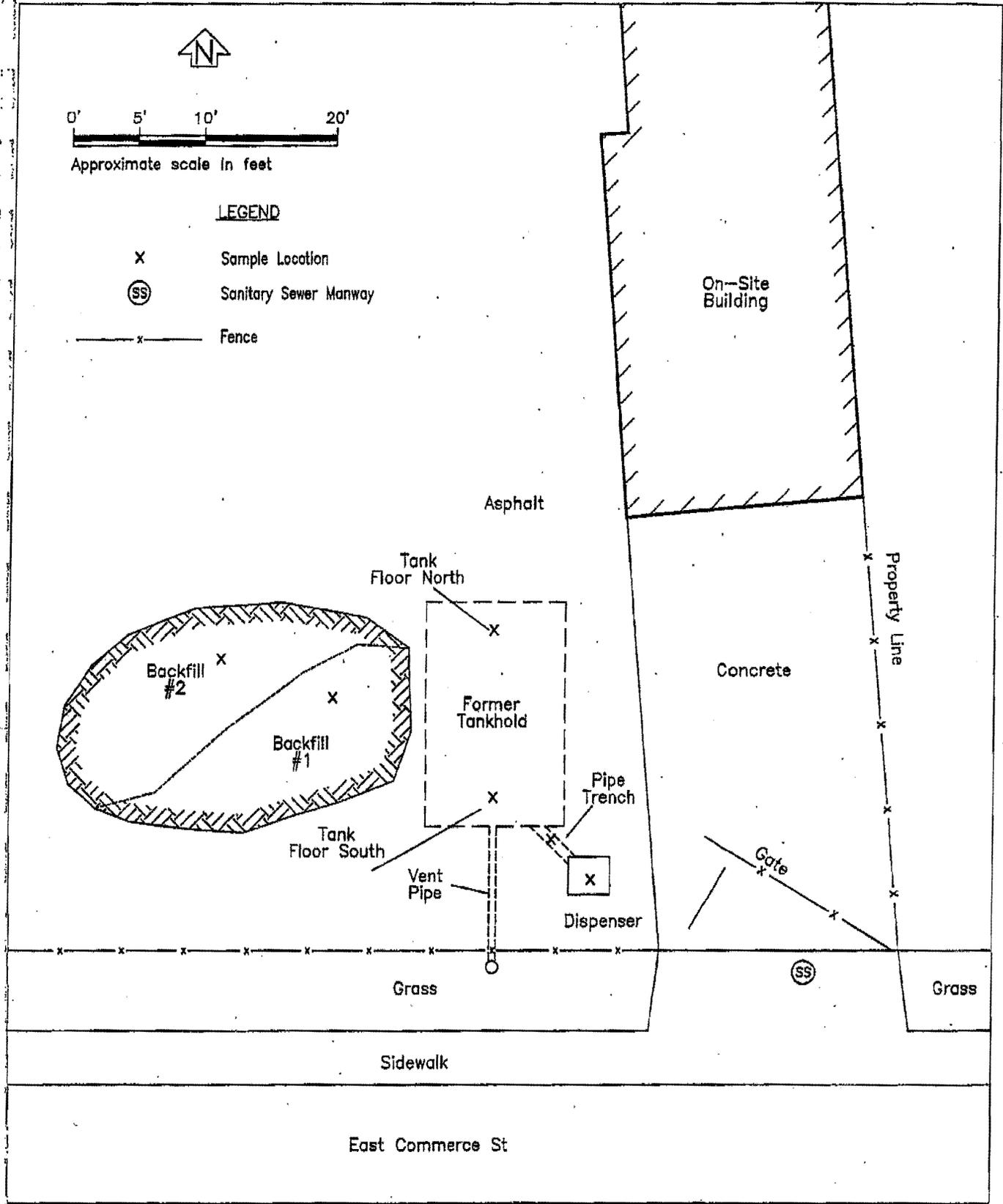
**Figure 1 - Site Plan - Sample Locations**



Approximate scale in feet

**LEGEND**

- x Sample Location
- (SS) Sanitary Sewer Manway
- x— Fence



10/13/08  
GEO STRATA

Site Plan - Sample Locations  
1511 E. Commerce Street  
San Antonio, Texas

630-CAPI-EC  
FIGURE 1

Former Roegelien Meat Packing Plant  
1511 E. Commerce St., San Antonio, Texas

**APPENDIX B**

**Summary of Analytical Results – Soil – UST System Removal**

**Summary of Analytical Results - Soil - UST System Removal  
Former Roegelein Meat Packing Plant, 1511 E. Commerce St.,  
San Antonio, Texas**

Sample Location	Sample Date	Sample Depth	MCHB (mg/kg)	Benzene (mg/kg)	Toluene (mg/kg)	Ethyl Benzene (mg/kg)	Total Xylene (mg/kg)	Total PCBs (mg/kg)	VOC (mg/kg)		
									TOH	C6-C12	C12-C28

<b>PST Program Action Levels</b>	<b>0.62</b>	<b>0.026</b>	<b>8.2</b>	<b>7.6</b>	<b>120</b>	<b>65</b>	<b>200</b>	<b>200</b>
----------------------------------	-------------	--------------	------------	------------	------------	-----------	------------	------------

Sample Location	Sample Date	Sample Depth	MCHB (mg/kg)	Benzene (mg/kg)	Toluene (mg/kg)	Ethyl Benzene (mg/kg)	Total Xylene (mg/kg)	Total PCBs (mg/kg)	TOH	C6-C12	C12-C28	C28-600
Tank Floor North	10/13/08	11 ft	<0.0139U	<0.0028U	0.0034JB	<0.0028U	<0.0083U	0.0034JB	U	<17.6U	<20.2U	<16.3U
Tank Floor South	10/13/08	11 ft	<0.0146U	<0.0029U	0.0039JB	<0.0029U	<0.0087U	0.0039JB	U	<18.1U	<20.7U	<16.7U
Pipe trench	10/13/08	3 ft	<0.0136U	<0.0027U	0.0040JB	<0.0027U	<0.0081U	0.004JB	U	<17.5U	<20.0U	<16.2U
Dispenser	10/13/08	3 ft	<0.0157U	<0.0031U	0.0040JB	<0.0031U	<0.0094U	0.004JB	19.5J	19.5J	<20.0U	<16.1U
Backfill #1	10/13/08	NA	<0.0131U	<0.0026U	0.0034JB	<0.0026U	<0.0078U	0.0034JB	U	<15.7U	<18.0U	<14.5U
Backfill #2	10/13/08	NA	<0.0125U	<0.0025U	0.0040JB	<0.0025U	<0.0075U	0.004JB	U	<15.3U	<17.6U	<14.2U

**Notes:**

B Flag = A target analyte or common laboratory contaminant was identified in the method blank. Its presence indicates possible field or laboratory contamination

U flag = Analyte was not detected

J flag = The target analyte was positively identified below the MQL(PQL) and above the SQL(SDL/MDL)

**Former Roegelien Meat Packing Plant  
1511 E. Commerce St., San Antonio, Texas**

**APPENDIX C**

**Certified Laboratory Reports**

**Geo Strata Environmental Consultants, Inc.**

# **Analytical Report 314681**

**for**

**Geo Strata Environmental Consultants**

**Project Manager: Cheri Holbrook Krieg**

**Carver**

**630-CAPI-EL**

**20-OCT-08**



**5332 Blackberry Drive, San Antonio, TX 78238**

**Ph: (210) 509-3334 Fax (210) 509-3335**

**Texas certification numbers:**

**Houston, TX T104704215 - Odessa/Midland, TX T104704215-08-TX**

**Florida certification numbers:**

**Houston, TX E871002 - Miami, FL E86678 - Tampa, FL E86675  
Norcross(Atlanta), GA E87429**

**South Carolina certification numbers:**

**Norcross(Atlanta), GA 98015**

**North Carolina certification numbers:**

**Norcross(Atlanta), GA 483**

**Houston - Dallas - San Antonio - Austin - Tampa - Miami - Latin America  
Midland - Corpus Christi - Atlanta**



20-OCT-08

Project Manager: Cheri Holbrook Krieg  
Geo Strata Environmental Consultants  
4718 College Park  
San Antonio, TX 78249

Reference: XENCO Report No: 314681  
Carver  
Project Address: ---

**Cheri Holbrook Krieg:**

We are reporting to you the results of the analyses performed on the samples received under the project name referenced above and identified with the XENCO Report Number 314681. All results being reported under this Report Number apply to the samples analyzed and properly identified with a Laboratory ID number. Subcontracted analyses are identified in this report with either the NBLAC certification number of the subcontract lab in the analyst ID field, or the complete subcontracted report attached to this report.

Unless otherwise noted in a Case Narrative, all data reported in this Analytical Report are in compliance with NELAC standards. Estimation of data uncertainty for this report is found in the quality control section of this report unless otherwise noted. Should insufficient sample be provided to the laboratory to meet the method and NELAC Matrix Duplicate and Matrix Spike requirements, then the data will be analyzed, evaluated and reported using all other available quality control measures.

The validity and integrity of this report will remain intact as long as it is accompanied by this letter and reproduced in full, unless written approval is granted by XENCO Laboratories. This report will be filed for at least 5 years in our archives after which time it will be destroyed without further notice, unless otherwise arranged with you. The samples received, and described as recorded in Report No. 314681 will be filed for 60 days, and after that time they will be properly disposed without further notice, unless otherwise arranged with you. We reserve the right to return to you any unused samples, extracts or solutions related to them if we consider so necessary (e.g., samples identified as hazardous waste, sample sizes exceeding analytical standard practices, controlled substances under regulated protocols, etc).

We thank you for selecting XENCO Laboratories to serve your analytical needs. If you have any questions concerning this report, please feel free to contact us at any time.

Respectfully,

Carlos Castro

Managing Director, Texas

*Recipient of the Prestigious Small Business Administration Award of Excellence in 1994.*

*Certified and approved by numerous States and Agencies.*

*A Small Business and Minority Status Company that delivers SERVICE and QUALITY*

Houston - Dallas - San Antonio - Austin - Tampa - Miami - Atlanta - Corpus Christi - Latin America



**Sample Cross Reference 314681**



**Geo Strata Environmental Consultants, San Antonio, TX**  
Carver

Sample Id	Matrix	Date Collected	Sample Depth	Lab Sample Id
Tank Floor, North	S	Oct-13-08 15:45	11 N/A	314681-001
Tank Floor, South	S	Oct-13-08 15:50	11 ft	314681-002
Pipe Trench	S	Oct-13-08 16:05	3 ft	314681-003
Dispenser	S	Oct-13-08 16:15	3 ft	314681-004
Backfill #1	S	Oct-13-08 16:30	N/A	314681-005
Backfill #2	S	Oct-13-08 16:35	N/A	314681-006



**Certificate of Analytical Results 314681**



Geo Strata Environmental Consultants, San Antonio, TX  
Carver

Sample Id: Tank Floor, North Lab Sample Id: 314681-001		Matrix: SOIL Date Collected: Oct-13-08 15:45		Sample Depth: 11 N/A Date Received: Oct-14-08 13:20					
Analytical Method: TPH by Texas1005			% Moist: 20.89		Prep Method: 1005				
Date Anal: Oct-17-08 07:41 Anal seq: 737410		Analyst: CRW		Date Prep: Oct-16-08 14:15 Prep seq: 517567					
Date Anal: Oct-17-08 07:41 Anal seq: 737410		Analyst: CRW		Date Prep: Oct-16-08 14:15 Prep seq: 517567					
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
C6-C12 Gasoline Range Hydrocarbons	PHC612	U	50.0	63.0	14.00	17.6	mg/kg	U	1
C12-C28 Diesel Range Hydrocarbons	PHCG1228	U	50.0	63.0	16.00	20.2	mg/kg	U	1
C28-C35 Oil Range Hydrocarbons	PHCG2835	U	50.0	63.0	12.90	16.3	mg/kg	U	1
Total TPH 1005	PHC635	U					mg/kg	U	

Sample Id: Tank Floor, North Lab Sample Id: 314681-001		Matrix: WATER Date Collected: Oct-13-08 15:45		Sample Depth: 11 N/A Date Received: Oct-14-08 13:20					
Analytical Method: BTEX by SW 8260B			% Moist: 20.89		Prep Method: 5030B				
Date Anal: Oct-17-08 11:28 Anal seq: 737473		Analyst: PBU		Date Prep: Oct-17-08 11:00 Prep seq: 517611					
Date Anal: Oct-17-08 11:28 Anal seq: 737473		Analyst: PBU		Date Prep: Oct-17-08 11:00 Prep seq: 517611					
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
Benzene	71-43-2	U	0.0010	0.0055	0.0005	0.0028	mg/kg	U	4
Toluene	108-88-3	0.0034	0.0010	0.0055	0.0005	0.0028	mg/kg	JB	4
Ethylbenzene	100-41-4	U	0.0010	0.0055	0.0005	0.0028	mg/kg	U	4
m,p-Xylene	179601-23-1	U	0.0020	0.0111	0.0010	0.0055	mg/kg	U	4
o-Xylene	95-47-6	U	0.0010	0.0055	0.0005	0.0028	mg/kg	U	4
Total BTEX		0.0034					mg/kg		
Total Xylenes	1330-20-7	U					mg/kg	U	

Analytical Method: Percent Moisture			% Moist:		Prep Method:				
Date Anal: Oct-16-08 14:04 Anal seq: 737397		Analyst: MOR		Date Prep: Prep seq:					
Date Anal: Oct-16-08 14:04 Anal seq: 737397		Analyst: MOR		Date Prep: Prep seq:					
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
Percent Moisture	TMOIST	20.89					%		



**Certificate of Analytical Results 314681**



Geo Strata Environmental Consultants, San Antonio, TX  
Carver

Sample Id: Tank Floor, South Lab Sample Id: 314681-002		Matrix: SOIL Date Collected: Oct-13-08 15:50		Sample Depth: 11 ft Date Received: Oct-14-08 13:20					
Analytical Method: TPH by Texas1005			% Moist: 22.72		Prep Method: 1005				
Date Anal: Oct-17-08 08:37 Anal seq: 737410		Analyst: CRW		Date Prep: Oct-16-08 14:18 Prep seq: 517567					
Date Anal: Oct-17-08 08:37 Anal seq: 737410		Analyst: CRW		Date Prep: Oct-16-08 14:18 Prep seq: 517567					
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
C6-C12 Gasoline Range Hydrocarbons	PHC612	U	50.0	64.7	14.00	18.1	mg/kg	U	1
C12-C28 Diesel Range Hydrocarbons	PHCG1228	U	50.0	64.7	16.00	20.7	mg/kg	U	1
C28-C35 Oil Range Hydrocarbons	PHCG2835	U	50.0	64.7	12.90	16.7	mg/kg	U	1
Total TPH 1005	PHC635	U					mg/kg	U	

Sample Id: Tank Floor, South Lab Sample Id: 314681-002		Matrix: WATER Date Collected: Oct-13-08 15:50		Sample Depth: 11 ft Date Received: Oct-14-08 13:20					
Analytical Method: BTEX by SW 8260B			% Moist: 22.72		Prep Method: 5030B				
Date Anal: Oct-17-08 12:56 Anal seq: 737473		Analyst: PBU		Date Prep: Oct-17-08 11:08 Prep seq: 517611					
Date Anal: Oct-17-08 12:56 Anal seq: 737473		Analyst: PBU		Date Prep: Oct-17-08 11:08 Prep seq: 517611					
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
Benzene	71-43-2	U	0.0010	0.0058	0.0005	0.0029	mg/kg	U	5
Toluene	108-88-3	0.0039	0.0010	0.0058	0.0005	0.0029	mg/kg	JB	5
Ethylbenzene	100-41-4	U	0.0010	0.0058	0.0005	0.0029	mg/kg	U	5
m,p-Xylene	179601-23-1	U	0.0020	0.0117	0.0010	0.0058	mg/kg	U	5
o-Xylene	95-47-6	U	0.0010	0.0058	0.0005	0.0029	mg/kg	U	5
Total BTEX		0.0039					mg/kg		
Total Xylenes	1330-20-7	U					mg/kg	U	

Analytical Method: Percent Moisture			% Moist:		Prep Method:				
Date Anal: Oct-16-08 14:06 Anal seq: 737397		Analyst: MOR		Date Prep:		Tech: MOR			
Date Anal: Oct-16-08 14:06 Anal seq: 737397		Analyst: MOR		Date Prep:		Tech: MOR			
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
Percent Moisture	TMOIST	22.72					%		



**Certificate of Analytical Results 314681**



Geo Strata Environmental Consultants, San Antonio, TX

Carver

Sample Id: Pipe Trench Lab Sample Id: 314681-003		Matrix: SOIL Date Collected: Oct-13-08 16:05		Sample Depth: 3 ft Date Received: Oct-14-08 13:20					
Analytical Method: TPH by Texas1005		% Moist: 20.65		Prep Method: 1005					
Date Anal: Oct-17-08 11:23 Anal seq: 737410		Analyst: CRW		Date Prep: Oct-16-08 14:21 Prep seq: 517567					
Date Anal: Oct-17-08 11:23 Anal seq: 737410		Analyst: CRW		Date Prep: Oct-16-08 14:21 Prep seq: 517567					
Parameter	CAS Number	Result	ML UnAdj	ML Adj	MDL UnAdj	SDL	Units	Flag	Dil
C6-C12 Gasoline Range Hydrocarbons	PHC612	U	50.0	62.6	14.00	17.5	mg/kg	U	1
C12-C28 Diesel Range Hydrocarbons	PHCG1228	U	50.0	62.6	16.00	20.0	mg/kg	U	1
C28-C35 Oil Range Hydrocarbons	PHCG2835	U	50.0	62.6	12.90	16.2	mg/kg	U	1
Total TPH 1005	PHC635	U					mg/kg	U	

Sample Id: Pipe Trench Lab Sample Id: 314681-003		Matrix: WATER Date Collected: Oct-13-08 16:05		Sample Depth: 3 ft Date Received: Oct-14-08 13:20					
Analytical Method: BTEX by SW 8260B		% Moist: 20.65		Prep Method: 5030B					
Date Anal: Oct-17-08 13:18 Anal seq: 737473		Analyst: PBU		Date Prep: Oct-17-08 11:10 Prep seq: 517611					
Date Anal: Oct-17-08 13:18 Anal seq: 737473		Analyst: PBU		Date Prep: Oct-17-08 11:10 Prep seq: 517611					
Parameter	CAS Number	Result	ML UnAdj	ML Adj	MDL UnAdj	SDL	Units	Flag	Dil
Benzene	71-43-2	U	0.0010	0.0054	0.0005	0.0027	mg/kg	U	4
Toluene	108-88-3	0.0040	0.0010	0.0054	0.0005	0.0027	mg/kg	JB	4
Ethylbenzene	100-41-4	U	0.0010	0.0054	0.0005	0.0027	mg/kg	U	4
m,p-Xylene	179601-23-1	U	0.0020	0.0109	0.0010	0.0054	mg/kg	U	4
o-Xylene	95-47-6	U	0.0010	0.0054	0.0005	0.0027	mg/kg	U	4
Total BTEX		0.004					mg/kg		
Total Xylenes	1330-20-7	U					mg/kg	U	

Analytical Method: Percent Moisture		% Moist:		Prep Method:					
Date Anal: Oct-16-08 14:08 Anal seq: 737397		Analyst: MOR		Date Prep: Prep seq:					
Date Anal: Oct-16-08 14:08 Anal seq: 737397		Analyst: MOR		Date Prep: Prep seq:					
Parameter	CAS Number	Result	ML UnAdj	ML Adj	MDL UnAdj	SDL	Units	Flag	Dil
Percent Moisture	TMOIST	20.65					%		



**Certificate of Analytical Results 314681**



Geo Strata Environmental Consultants, San Antonio, TX  
Carver

Sample Id: <b>Dispenser</b>		Matrix: <b>SOIL</b>		Sample Depth: <b>3 ft</b>					
Lab Sample Id: <b>314681-004</b>		Date Collected: <b>Oct-13-08 16:15</b>		Date Received: <b>Oct-14-08 13:20</b>					
Analytical Method: <b>TPH by Texas1005</b>			% Moist: <b>20.32</b>		Prep Method: <b>1005</b>				
Date Anal: <b>Oct-17-08 11:52</b>		Analyst: <b>CRW</b>		Date Prep: <b>Oct-16-08 14:24</b>		Tech: <b>CRW</b>			
Anal seq: <b>737410</b>		Prep seq: <b>517567</b>							
Parameter	CAS Number	Result	MLQ UnAdj	MLQ Adj	MDL UnAdj	SDL	Units	Flag	Dil
C6-C12 Gasoline Range Hydrocarbons	PHC612	19.5	50.0	62.4	14.00	17.5	mg/kg	J	1
C12-C28 Diesel Range Hydrocarbons	PHCG1228	U	50.0	62.4	16.00	20.0	mg/kg	U	1
C28-C35 Oil Range Hydrocarbons	PHCG2835	U	50.0	62.4	12.90	16.1	mg/kg	U	1
Total TPH 1005	PHC635	19.5					mg/kg		

Sample Id: <b>Dispenser</b>		Matrix: <b>WATER</b>		Sample Depth: <b>3 ft</b>					
Lab Sample Id: <b>314681-004</b>		Date Collected: <b>Oct-13-08 16:15</b>		Date Received: <b>Oct-14-08 13:20</b>					
Analytical Method: <b>BTEX by SW 8260B</b>			% Moist: <b>20.32</b>		Prep Method: <b>5030B</b>				
Date Anal: <b>Oct-17-08 13:40</b>		Analyst: <b>PBU</b>		Date Prep: <b>Oct-17-08 11:12</b>		Tech: <b>PBU</b>			
Anal seq: <b>737473</b>		Prep seq: <b>517611</b>							
Parameter	CAS Number	Result	MLQ UnAdj	MLQ Adj	MDL UnAdj	SDL	Units	Flag	Dil
Benzene	71-43-2	U	0.0010	0.0063	0.0005	0.0031	mg/kg	U	5
Toluene	108-88-3	0.0040	0.0010	0.0063	0.0005	0.0031	mg/kg	JB	5
Ethylbenzene	100-41-4	U	0.0010	0.0063	0.0005	0.0031	mg/kg	U	5
m,p-Xylene	179601-23-1	U	0.0020	0.0126	0.0010	0.0063	mg/kg	U	5
o-Xylene	95-47-6	U	0.0010	0.0063	0.0005	0.0031	mg/kg	U	5
Total BTEX		0.004					mg/kg		
Total Xylenes	1330-20-7	U					mg/kg	U	

Analytical Method: <b>Percent Moisture</b>			% Moist: <b></b>		Prep Method: <b></b>				
Date Anal: <b>Oct-16-08 14:10</b>		Analyst: <b>MOR</b>		Date Prep: <b></b>		Tech: <b>MOR</b>			
Anal seq: <b>737397</b>		Prep seq: <b></b>							
Parameter	CAS Number	Result	MLQ UnAdj	MLQ Adj	MDL UnAdj	SDL	Units	Flag	Dil
Percent Moisture	TMOIST	20.32					%		



**Certificate of Analytical Results 314681**



Geo Strata Environmental Consultants, San Antonio, TX  
Carver

Sample Id: Backfill #2		Matrix: SOIL			Sample Depth:				
Lab Sample Id: 314681-006		Date Collected: Oct-13-08 16:35			Date Received: Oct-14-08 13:20				
Analytical Method: TPH by Texas1005				% Moist: 9.59		Prep Method: 1005			
Date Anal: Oct-17-08 12:50		Analyst: CRW		Date Prep: Oct-16-08 14:30		Tech: CRW			
Anal seq: 737410		Prep seq: 517567							
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
C6-C12 Gasoline Range Hydrocarbons	PHC612	U	50.0	54.9	14.00	15.3	mg/kg	U	1
C12-C28 Diesel Range Hydrocarbons	PHCG1228	U	50.0	54.9	16.00	17.6	mg/kg	U	1
C28-C35 Oil Range Hydrocarbons	PHCG2835	U	50.0	54.9	12.90	14.2	mg/kg	U	1
Total TPH 1005	PHC635	U					mg/kg	U	

Sample Id: Backfill #2		Matrix: WATER			Sample Depth:				
Lab Sample Id: 314681-006		Date Collected: Oct-13-08 16:35			Date Received: Oct-14-08 13:20				
Analytical Method: BTEX by SW 8260B				% Moist: 9.59		Prep Method: 5030B			
Date Anal: Oct-17-08 14:23		Analyst: PBU		Date Prep: Oct-17-08 11:16		Tech: PBU			
Anal seq: 737473		Prep seq: 517611							
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
Benzene	71-43-2	U	0.0010	0.0050	0.0005	0.0025	mg/kg	U	5
Toluene	108-88-3	0.0040	0.0010	0.0050	0.0005	0.0025	mg/kg	JB	5
Ethylbenzene	100-41-4	U	0.0010	0.0050	0.0005	0.0025	mg/kg	U	5
m,p-Xylene	179601-23-1	U	0.0020	0.0100	0.0010	0.0050	mg/kg	U	5
o-Xylene	95-47-6	U	0.0010	0.0050	0.0005	0.0025	mg/kg	U	5
Total BTEX		0.004					mg/kg		
Total Xylenes	1330-20-7	U					mg/kg	U	
Analytical Method: Percent Moisture				% Moist:		Prep Method:			
Date Anal: Oct-16-08 14:14		Analyst: MOR		Date Prep:		Tech: MOR			
Anal seq: 737397		Prep seq:							
Parameter	CAS Number	Result	MLL UnAdj	MLL Adj	MDL UnAdj	SDL	Units	Flag	Dil
Percent Moisture	TMOIST	9.59					%		



**Certificate of Analytical Results 314681**



Geo Strata Environmental Consultants, San Antonio, TX  
Carver

Sample Id: 517567-1-BLK		Matrix: SOLID		Sample Depth:					
Lab Sample Id: 517567-1-BLK		Date Collected:		Date Received: Oct-14-08 13:20					
Analytical Method: TPH by Texas1005			% Moist:		Prep Method: 1005				
Date Anal: Oct-17-08 02:59		Analyst: CRW	Date Prep: Oct-16-08 14:00		Tech: CRW				
Anal seq: 737410		Prep seq: 517567							
Parameter	CAS Number	Result	MQL UnAdj	MQL Adj	MDL UnAdj	SDL	Units	Flag	Dil
C6-C12 Gasoline Range Hydrocarbons	PHC612	U	50.0	50.0	14.00	14.0	mg/kg	U	1
C12-C28 Diesel Range Hydrocarbons	PHCG1228	U	50.0	50.0	16.00	16.0	mg/kg	U	1
C28-C35 Oil Range Hydrocarbons	PHCG2835	U	50.0	50.0	12.90	12.9	mg/kg	U	1

Sample Id: 517611-1-BLK		Matrix: SOLID		Sample Depth:					
Lab Sample Id: 517611-1-BLK		Date Collected:		Date Received: Oct-14-08 13:20					
Analytical Method: BTEX by SW 8260B			% Moist:		Prep Method: 5030B				
Date Anal: Oct-17-08 10:55		Analyst: PBU	Date Prep: Oct-17-08 09:06		Tech: PBU				
Anal seq: 737473		Prep seq: 517611							
Parameter	CAS Number	Result	MQL UnAdj	MQL Adj	MDL UnAdj	SDL	Units	Flag	Dil
Benzene	71-43-2	U	0.0010	0.0010	0.0005	0.0005	mg/kg	U	1
Toluene	108-88-3	0.0006	0.0010	0.0010	0.0005	0.0005	mg/kg	U	1
Ethylbenzene	100-41-4	U	0.0010	0.0010	0.0005	0.0005	mg/kg	U	1
m,p-Xylene	179601-23-1	U	0.0020	0.0020	0.0010	0.0010	mg/kg	U	1
o-Xylene	95-47-6	U	0.0010	0.0010	0.0005	0.0005	mg/kg	U	1

Sample Id: 737397-1-BLK		Matrix: SOLID		Sample Depth:					
Lab Sample Id: 737397-1-BLK		Date Collected:		Date Received: Oct-14-08 13:20					
Analytical Method: Percent Moisture			% Moist:		Prep Method:				
Date Anal: Oct-16-08 14:00		Analyst: MOR	Date Prep:		Tech: MOR				
Anal seq: 737397		Prep seq:							
Parameter	CAS Number	Result	MQL UnAdj	MQL Adj	MDL UnAdj	SDL	Units	Flag	Dil
Percent Moisture	TMOIST	U					%	U	



XENCO Laboratories  
CHRONOLOGY OF HOLDING TIMES



Analytical Method : Percent Moisture

Client : Geo Strata Environmental Con

Work Order #: 314681

Project ID: 630-CAP-EL

Field Sample ID	Date Collected	Date Received	Date Extracted	Max Holding Time Extracted (Days)	Time Held Extracted (Days)	Date Analyzed	Max Holding Time Analyzed (Days)	Time Held Analyzed (Days)	Q
Pipe Trench	Oct. 13, 2008	Oct. 14, 2008				Oct.16, 2008	45	3	P
Dispenser	Oct. 13, 2008	Oct. 14, 2008				Oct.16, 2008	45	3	P
Backfill #2	Oct. 13, 2008	Oct. 14, 2008				Oct.16, 2008	45	3	P
Tank Floor, North	Oct. 13, 2008	Oct. 14, 2008				Oct.16, 2008	45	3	P
Tank Floor, South	Oct. 13, 2008	Oct. 14, 2008				Oct.16, 2008	45	3	P
Backfill #1	Oct. 13, 2008	Oct. 14, 2008				Oct.16, 2008	45	3	P



XENCO Laboratories  
CHRONOLOGY OF HOLDING TIMES



Analytical Method : BTEX by SW 8260B

Client: Geo Strata Environmental Con

Work Order #: 314681

Project ID: 630-CAPEL

Field Sample ID	Date Collected	Date Received	Date Extracted	Max Holding Time Extracted (Days)	Time Held Extracted (Days)	Date Analyzed	Max Holding Time Analyzed (Days)	Time Held Analyzed (Days)	Q
Backfill #1	Oct. 13, 2008	Oct. 14, 2008				Oct.17, 2008	14	4	P
Pipe Trench	Oct. 13, 2008	Oct. 14, 2008				Oct.17, 2008	14	4	P
Backfill #2	Oct. 13, 2008	Oct. 14, 2008				Oct.17, 2008	14	4	P
Tank Floor, South	Oct. 13, 2008	Oct. 14, 2008				Oct.17, 2008	14	4	P
Dispenser	Oct. 13, 2008	Oct. 14, 2008				Oct.17, 2008	14	4	P
Tank Floor, North	Oct. 13, 2008	Oct. 14, 2008				Oct.17, 2008	14	4	P



XENCO Laboratories  
CHRONOLOGY OF HOLDING TIMES



Analytical Method : TPH by Texas1005

Client : Geo Strata Environmental Con

Work Order #: 314681

Project ID: 630-CAP-EL

Field Sample ID	Date Collected	Date Received	Date Extracted	Max Holding Time Extracted (Days)	Time Held Extracted (Days)	Date Analyzed	Max Holding Time Analyzed (Days)	Time Held Analyzed (Days)	Q
Pipe Trench	Oct. 13, 2008	Oct. 14, 2008	Oct. 16, 2008	14	3	Oct.17, 2008	14	1	F
Tank Floor, South	Oct. 13, 2008	Oct. 14, 2008	Oct. 16, 2008	14	3	Oct.17, 2008	14	1	P
Dispenser	Oct. 13, 2008	Oct. 14, 2008	Oct. 16, 2008	14	3	Oct.17, 2008	14	1	P
Backfill #1	Oct. 13, 2008	Oct. 14, 2008	Oct. 16, 2008	14	3	Oct.17, 2008	14	1	P
Tank Floor, North	Oct. 13, 2008	Oct. 14, 2008	Oct. 16, 2008	14	3	Oct.17, 2008	14	1	P
Backfill #2	Oct. 13, 2008	Oct. 14, 2008	Oct. 16, 2008	14	3	Oct.17, 2008	14	1	P

F = These samples were analyzed outside the recommended holding time.

P = Samples analyzed within the recommended holding time.



## Flagging Criteria

- X In our quality control review of the data a QC deficiency was observed and flagged as noted. MS/MSD recoveries were found to be outside of the laboratory control limits due to possible matrix /chemical interference, or a concentration of target analyte high enough to effect the recovery of the spike concentration. This condition could also effect the relative percent difference in the MS/MSD.
- B A target analyte or common laboratory contaminant was identified in the method blank. Its presence indicates possible field or laboratory contamination.
- D The sample(s) were diluted due to targets detected over the highest point of the calibration curve, or due to matrix interference. Dilution factors are included in the final results. The result is from a diluted sample.
- E The data exceeds the upper calibration limit; therefore, the concentration is reported as estimated.
- F RPD exceeded lab control limits.
- J The target analyte was positively identified below the MQL(PQL) and above the SQL(MDL).
- U Analyte was not detected.
- L The LCS data for this analytical batch was reported below the laboratory control limits for this analyte. The department supervisor and QA Director reviewed data. The samples were either reanalyzed or flagged as estimated concentrations.
- H The LCS data for this analytical batch was reported above the laboratory control limits. Supporting QC Data were reviewed by the Department Supervisor and QA Director. Data were determined to be valid for reporting.
- K Sample analyzed outside of recommended hold time.

\* Outside XENCO'S scope of NELAC Accreditation

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(305) 823-8500	(305) 823-8555
(770) 449-8800	(770) 449-5477



Analytical Log

Analytical Method: Percent Moisture Batch #: 737397  
Project Name: Carver Project ID: 630-CAPI-EL  
Client Name: Geo Strata Environmental Consultants WO Number: 314681

<u>Client Sample Id</u>	<u>Lab Sample Id</u>	<u>QC Types</u>
<u>Backfill #1</u>	<u>314681-005</u>	<u>SMP</u>
<u>Backfill #2</u>	<u>314681-006</u>	<u>SMP</u>
<u>Dispenser</u>	<u>314681-004</u>	<u>SMP</u>
<u>Pipe Trench</u>	<u>314681-003</u>	<u>SMP</u>
<u>Tank Floor, North</u>	<u>314681-001</u>	<u>SMP</u>
<u>Tank Floor, South</u>	<u>314681-002</u>	<u>SMP</u>
<u></u>	<u>314833-006 D</u>	<u>MD</u>
<u></u>	<u>737397-1-BLK</u>	<u>BLK</u>



### Analytical Log

Analytical Method: TPH by Texas1005 Batch #: 737410  
Project Name: Carver Project ID: 630-CAPI-EL  
Client Name: Geo Strata Environmental Consultants WO Number: 314681

Client Sample Id	Lab Sample Id	QC Types
<u>Backfill #1</u>	<u>314681-005</u>	<u>SMP</u>
<u>Backfill #2</u>	<u>314681-006</u>	<u>SMP</u>
<u>Dispenser</u>	<u>314681-004</u>	<u>SMP</u>
<u>Pipe Trench</u>	<u>314681-003</u>	<u>SMP</u>
<u>Tank Floor, North</u>	<u>314681-001</u>	<u>SMP</u>
<u>Tank Floor, South</u>	<u>314681-002</u>	<u>SMP</u>
<u> </u>	<u>314513-002 S</u>	<u>MS</u>
<u> </u>	<u>314513-002 SD</u>	<u>MSD</u>
<u> </u>	<u>517567-1-BKS</u>	<u>BKS</u>
<u> </u>	<u>517567-1-BLK</u>	<u>BLK</u>



Analytical Log

Analytical Method: BTEX by SW 8260B Batch #: 737473  
Project Name: Carver Project ID: 630-CAPL-EL  
Client Name: Geo Strata Environmental Consultants WO Number: 314681

<u>Client Sample Id</u>	<u>Lab Sample Id</u>	<u>QC Types</u>
<u>Backfill #1</u>	<u>314681-005</u>	<u>SMP</u>
<u>Backfill #2</u>	<u>314681-006</u>	<u>SMP</u>
<u>Dispenser</u>	<u>314681-004</u>	<u>SMP</u>
<u>Pipe Trench</u>	<u>314681-003</u>	<u>SMP</u>
<u>Tank Floor, North</u>	<u>314681-001</u>	<u>SMP</u>
<u>Tank Floor, South</u>	<u>314681-002</u>	<u>SMP</u>
<u></u>	<u>314681-001 S</u>	<u>MS</u>
<u></u>	<u>314681-001 SD</u>	<u>MSD</u>
<u></u>	<u>517611-1-BKS</u>	<u>BKS</u>
<u></u>	<u>517611-1-BLK</u>	<u>BLK</u>



## Form 2 - Surrogate Recoveries

Project Name: Carver

Work Orders : 314681,

Project ID: 630-CAPI-EL

Lab Batch #: 737473

Sample: 314681-001 / SMP

Batch: 1 Matrix: Water

Units: mg/kg

SURROGATE RECOVERY STUDY					
BTEX by SW 8260B	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0484	0.0500	97	74-121	
Dibromofluoromethane	0.0485	0.0500	97	80-120	
1,2-Dichloroethane-D4	0.0490	0.0500	98	80-120	
Toluene-D8	0.0484	0.0500	97	81-117	

Lab Batch #: 737473

Sample: 314681-001 S / MS

Batch: 1 Matrix: Water

Units: mg/kg

SURROGATE RECOVERY STUDY					
BTEX by SW 8260B	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0490	0.0500	98	74-121	
Dibromofluoromethane	0.0473	0.0500	95	80-120	
1,2-Dichloroethane-D4	0.0473	0.0500	95	80-120	
Toluene-D8	0.0461	0.0500	92	81-117	

Lab Batch #: 737473

Sample: 314681-001 SD / MSD

Batch: 1 Matrix: Water

Units: mg/kg

SURROGATE RECOVERY STUDY					
BTEX by SW 8260B	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0528	0.0500	106	74-121	
Dibromofluoromethane	0.0496	0.0500	99	80-120	
1,2-Dichloroethane-D4	0.0519	0.0500	104	80-120	
Toluene-D8	0.0507	0.0500	101	81-117	

Lab Batch #: 737473

Sample: 314681-002 / SMP

Batch: 1 Matrix: Water

Units: mg/kg

SURROGATE RECOVERY STUDY					
BTEX by SW 8260B	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
4-Bromofluorobenzene	0.0505	0.0500	101	74-121	
Dibromofluoromethane	0.0473	0.0500	95	80-120	
1,2-Dichloroethane-D4	0.0496	0.0500	99	80-120	
Toluene-D8	0.0529	0.0500	106	81-117	

\*\* Surrogates outside limits; data and surrogates confirmed by reanalysis

\*\*\* Poor recoveries due to dilution

Surrogate Recovery [D] = 100 \* A / B

All results are based on MDL and validated for QC purposes.



## Form 2 - Surrogate Recoveries

Project Name: Carver

Work Orders : 314681,

Project ID: 630-CAPI-EL

Lab Batch #: 737473

Sample: 314681-003 / SMP

Batch: 1 Matrix: Water

Units: mg/kg

### SURROGATE RECOVERY STUDY

BTEX by SW 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0461	0.0500	92	74-121	
Dibromofluoromethane	0.0489	0.0500	98	80-120	
1,2-Dichloroethane-D4	0.0512	0.0500	102	80-120	
Toluene-D8	0.0511	0.0500	102	81-117	

Lab Batch #: 737473

Sample: 314681-004 / SMP

Batch: 1 Matrix: Water

Units: mg/kg

### SURROGATE RECOVERY STUDY

BTEX by SW 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0486	0.0500	97	74-121	
Dibromofluoromethane	0.0475	0.0500	95	80-120	
1,2-Dichloroethane-D4	0.0465	0.0500	93	80-120	
Toluene-D8	0.0540	0.0500	108	81-117	

Lab Batch #: 737473

Sample: 314681-005 / SMP

Batch: 1 Matrix: Water

Units: mg/kg

### SURROGATE RECOVERY STUDY

BTEX by SW 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0473	0.0500	95	74-121	
Dibromofluoromethane	0.0495	0.0500	99	80-120	
1,2-Dichloroethane-D4	0.0495	0.0500	99	80-120	
Toluene-D8	0.0492	0.0500	98	81-117	

Lab Batch #: 737473

Sample: 314681-006 / SMP

Batch: 1 Matrix: Water

Units: mg/kg

### SURROGATE RECOVERY STUDY

BTEX by SW 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0491	0.0500	98	74-121	
Dibromofluoromethane	0.0513	0.0500	103	80-120	
1,2-Dichloroethane-D4	0.0536	0.0500	107	80-120	
Toluene-D8	0.0519	0.0500	104	81-117	

\*\* Surrogates outside limits; data and surrogates confirmed by reanalysis

\*\*\* Poor recoveries due to dilution

Surrogate Recovery [D] = 100 \* A / B

All results are based on MDL and validated for QC purposes.



# Form 2 - Surrogate Recoveries

Project Name: Carver

Work Orders : 314681,

Project ID: 630-CAPI-EL

Lab Batch #: 737473

Sample: 517611-1-BKS / BKS

Batch: 1 Matrix: Solid

Units: mg/kg

### SURROGATE RECOVERY STUDY

BTEX by SW 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0439	0.0500	88	74-121	
Dibromofluoromethane	0.0456	0.0500	91	80-120	
1,2-Dichloroethane-D4	0.0504	0.0500	101	80-120	
Toluene-D8	0.0483	0.0500	97	81-117	

Lab Batch #: 737473

Sample: 517611-1-BLK / BLK

Batch: 1 Matrix: Solid

Units: mg/kg

### SURROGATE RECOVERY STUDY

BTEX by SW 8260B Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
4-Bromofluorobenzene	0.0457	0.0500	91	74-121	
Dibromofluoromethane	0.0481	0.0500	96	80-120	
1,2-Dichloroethane-D4	0.0512	0.0500	102	80-120	
Toluene-D8	0.0490	0.0500	98	81-117	

Lab Batch #: 737410

Sample: 314513-002 S / MS

Batch: 1 Matrix: Soil

Units: mg/kg

### SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	105	100	105	70-135	
o-Terphenyl	60.9	50.0	122	70-135	

Lab Batch #: 737410

Sample: 314513-002 SD / MSD

Batch: 1 Matrix: Soil

Units: mg/kg

### SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	102	100	102	70-135	
o-Terphenyl	58.3	50.0	117	70-135	

\*\* Surrogates outside limits; data and surrogates confirmed by reanalysis

\*\*\* Poor recoveries due to dilution

Surrogate Recovery [D] = 100 \* A / B

All results are based on MDL and validated for QC purposes.



# Form 2 - Surrogate Recoveries

Project Name: Carver

Work Orders : 314681,

Project ID: 630-CAPI-EL

Lab Batch #: 737410

Sample: 314681-001 / SMP

Batch: 1 Matrix: Soil

Units: mg/kg

### SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	100	99.7	100	70-135	
o-Terphenyl	54.3	49.9	109	70-135	

Lab Batch #: 737410

Sample: 314681-002 / SMP

Batch: 1 Matrix: Soil

Units: mg/kg

### SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	96.5	100	97	70-135	
o-Terphenyl	52.6	50.0	105	70-135	

Lab Batch #: 737410

Sample: 314681-003 / SMP

Batch: 1 Matrix: Soil

Units: mg/kg

### SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	130	99.3	131	70-135	
o-Terphenyl	65.6	49.7	132	70-135	

Lab Batch #: 737410

Sample: 314681-004 / SMP

Batch: 1 Matrix: Soil

Units: mg/kg

### SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	134	99.5	135	70-135	
o-Terphenyl	64.4	49.8	129	70-135	

Lab Batch #: 737410

Sample: 314681-005 / SMP

Batch: 1 Matrix: Soil

Units: mg/kg

### SURROGATE RECOVERY STUDY

TPH by Texas1005 Analytes	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
1-Chlorooctane	131	99.8	131	70-135	
o-Terphenyl	55.9	49.9	112	70-135	

\*\* Surrogates outside limits; data and surrogates confirmed by reanalysis

\*\*\* Poor recoveries due to dilution

Surrogate Recovery [D] = 100 \* A / B

All results are based on MDL and validated for QC purposes.



# Form 2 - Surrogate Recoveries

Project Name: Carver

Work Orders : 314681,

Project ID: 630-CAPEL

Lab Batch #: 737410

Sample: 314681-006 / SMP

Batch: 1 Matrix: Soil

Units: mg/kg

SURROGATE RECOVERY STUDY					
TPH by Texas1005	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
1-Chlorooctane	134	99.2	135	70-135	
o-Terphenyl	60.6	49.6	122	70-135	

Lab Batch #: 737410

Sample: 517567-1-BKS / BKS

Batch: 1 Matrix: Solid

Units: mg/kg

SURROGATE RECOVERY STUDY					
TPH by Texas1005	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
1-Chlorooctane	115	100	115	70-135	
o-Terphenyl	60.3	50.0	121	70-135	

Lab Batch #: 737410

Sample: 517567-1-BLK / BLK

Batch: 1 Matrix: Solid

Units: mg/kg

SURROGATE RECOVERY STUDY					
TPH by Texas1005	Amount Found [A]	True Amount [B]	Recovery %R [D]	Control Limits %R	Flags
Analytes					
1-Chlorooctane	99.0	100	99	70-135	
o-Terphenyl	53.4	50.0	107	70-135	

\*\* Surrogates outside limits; data and surrogates confirmed by reanalysis

\*\*\* Poor recoveries due to dilution

Surrogate Recovery [D] = 100 \* A / B

All results are based on MDL and validated for QC purposes.



# Blank Spike Recovery



Project Name: Carver

Work Order #: 314581

Project ID:

630-CAPI-EL

Lab Batch #: 737473

Sample: 517611-1-BKS

Matrix: Solid

Date Analyzed: 10/17/2008

Date Prepared: 10/17/2008

Analyst: PBU

Reporting Units: mg/kg

Batch #: 1

### BLANK/BLANK SPIKE RECOVERY STUDY

BTEX by SW 8260B Analytes	Blank Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Control Limits %R	Flags
Benzene	<0.0010	0.1000	0.0810	81	66-142	
Toluene	0.0006	0.1000	0.0795	80	59-139	
Ethylbenzene	<0.0010	0.1000	0.0863	86	75-125	
m,p-Xylene	<0.0020	0.2000	0.1526	76	75-125	
o-Xylene	<0.0010	0.1000	0.0864	86	75-125	

Lab Batch #: 737410

Sample: 517567-1-BKS

Matrix: Solid

Date Analyzed: 10/17/2008

Date Prepared: 10/16/2008

Analyst: CRW

Reporting Units: mg/kg

Batch #: 1

### BLANK/BLANK SPIKE RECOVERY STUDY

TPH by Texas1005 Analytes	Blank Result [A]	Spike Added [B]	Blank Spike Result [C]	Blank Spike %R [D]	Control Limits %R	Flags
C6-C12 Gasoline Range Hydrocarbons	<50.0	1000	969	97	70-135	
C12-C28 Diesel Range Hydrocarbons	<50.0	1000	933	93	70-135	

Blank Spike Recovery [D] = 100\*[C]/[B]

All results are based on MDL and validated for QC purposes.



### Form 3 - MS / MSD Recoveries



Project Name: Carver

Work Order #: 314681

Project ID: 630-CAPI-FL

Lab Batch ID: 737473

QC- Sample ID: 314681-001 S

Batch #: 1 Matrix: Water

Date Analyzed: 10/17/2008

Date Prepared: 10/17/2008

Analyst: PBU

Reporting Units: mg/kg

#### MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY

BTEX by SW 8260B Analytes	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
	Benzene	<0.0055	0.6196	0.5171	83	0.6384	0.5607	88	6	66-142	25
Toluene	0.0034	0.6196	0.4942	79	0.6384	0.5323	83	5	59-139	25	
Ethylbenzene	<0.0055	0.6196	0.5427	88	0.6384	0.6000	94	7	75-125	25	
m,p-Xylene	<0.0111	1.239	1.024	83	1.277	1.158	91	9	75-125	25	
o-Xylene	<0.0055	0.6196	0.5553	90	0.6384	0.5883	92	2	75-125	25	

Lab Batch ID: 737410

QC- Sample ID: 314513-002 S

Batch #: 1 Matrix: Soil

Date Analyzed: 10/17/2008

Date Prepared: 10/16/2008

Analyst: CRW

Reporting Units: mg/kg

#### MATRIX SPIKE / MATRIX SPIKE DUPLICATE RECOVERY STUDY

TPH by Texas1005 Analytes	Parent Sample Result [A]	Spike Added [B]	Spiked Sample Result [C]	Spiked Sample %R [D]	Spike Added [E]	Duplicate Spiked Sample Result [F]	Spiked Dup. %R [G]	RPD %	Control Limits %R	Control Limits %RPD	Flag
	C6-C12 Gasoline Range Hydrocarbons	<49.9	1000	972	97	1000	938	94	3	70-135	35
C12-C28 Diesel Range Hydrocarbons	<49.9	1000	946	95	1000	958	96	1	70-135	35	

Matrix Spike Percent Recovery [D] = 100\*(C-A)/B  
Relative Percent Difference RPD = 200\*(C-F)/(C+F)

Matrix Spike Duplicate Percent Recovery [G] = 100\*(F-A)/E

ND = Not Detected, J = Present Below Reporting Limit, B = Present in Blank, NR = Not Requested, I = Interference, NA = Not Applicable  
N = See Narrative, EQL = Estimated Quantitation Limit



# Sample Duplicate Recovery



Project Name: Carver

Work Order #: 314681

Lab Batch #: 737397

Project ID: 630-CAP1-EL

Date Analyzed: 10/16/2008

Date Prepared: 10/16/2008

Analyst: MOR

QC- Sample ID: 314833-006 D

Batch #: 1

Matrix: Soil

Reporting Units: %

		SAMPLE / SAMPLE DUPLICATE RECOVERY			
Percent Moisture	Parent Sample Result [A]	Sample Duplicate Result [B]	RPD	Control Limits %RPD	Flag
Analyte					
Percent Moisture	13.9	14.4	3	20	

Spike Relative Difference RPD  $200 * |(B-A)/(B+A)|$   
All Results are based on MDL and validated for QC purposes.

ANALYSIS REQUEST & CHAIN OF CUSTODY RECORD  
 Lab No: 314681

Company: XENCO  
 Project Name: 240 492-7282  
 Project ID: 630-CAP-EC

Client: 240 492-7282  
 Analyst: C. Kelly  
 Date: 2/10/02

Order No: 2008  
 P.O. No: 492196

Sample ID	Sample Name	Signature	Date	Time	Container Type	Container Size	Container Qty	Remarks
1	100% Floor Wash	C. Kelly	10-10-02	10:55	1	1	1	
2	100% Floor Wash	C. Kelly	10-10-02	11:00	1	1	1	
3	100% Floor Wash	C. Kelly	10-10-02	11:05	1	1	1	
4	100% Floor Wash	C. Kelly	10-10-02	11:10	1	1	1	
5	100% Floor Wash	C. Kelly	10-10-02	11:15	1	1	1	
6	100% Floor Wash	C. Kelly	10-10-02	11:20	1	1	1	
7	100% Floor Wash	C. Kelly	10-10-02	11:25	1	1	1	
8	100% Floor Wash	C. Kelly	10-10-02	11:30	1	1	1	
9	100% Floor Wash	C. Kelly	10-10-02	11:35	1	1	1	
10	100% Floor Wash	C. Kelly	10-10-02	11:40	1	1	1	
11	100% Floor Wash	C. Kelly	10-10-02	11:45	1	1	1	
12	100% Floor Wash	C. Kelly	10-10-02	11:50	1	1	1	
13	100% Floor Wash	C. Kelly	10-10-02	11:55	1	1	1	
14	100% Floor Wash	C. Kelly	10-10-02	12:00	1	1	1	
15	100% Floor Wash	C. Kelly	10-10-02	12:05	1	1	1	
16	100% Floor Wash	C. Kelly	10-10-02	12:10	1	1	1	
17	100% Floor Wash	C. Kelly	10-10-02	12:15	1	1	1	
18	100% Floor Wash	C. Kelly	10-10-02	12:20	1	1	1	
19	100% Floor Wash	C. Kelly	10-10-02	12:25	1	1	1	
20	100% Floor Wash	C. Kelly	10-10-02	12:30	1	1	1	
21	100% Floor Wash	C. Kelly	10-10-02	12:35	1	1	1	
22	100% Floor Wash	C. Kelly	10-10-02	12:40	1	1	1	
23	100% Floor Wash	C. Kelly	10-10-02	12:45	1	1	1	
24	100% Floor Wash	C. Kelly	10-10-02	12:50	1	1	1	
25	100% Floor Wash	C. Kelly	10-10-02	12:55	1	1	1	
26	100% Floor Wash	C. Kelly	10-10-02	1:00	1	1	1	
27	100% Floor Wash	C. Kelly	10-10-02	1:05	1	1	1	
28	100% Floor Wash	C. Kelly	10-10-02	1:10	1	1	1	
29	100% Floor Wash	C. Kelly	10-10-02	1:15	1	1	1	
30	100% Floor Wash	C. Kelly	10-10-02	1:20	1	1	1	
31	100% Floor Wash	C. Kelly	10-10-02	1:25	1	1	1	
32	100% Floor Wash	C. Kelly	10-10-02	1:30	1	1	1	
33	100% Floor Wash	C. Kelly	10-10-02	1:35	1	1	1	
34	100% Floor Wash	C. Kelly	10-10-02	1:40	1	1	1	
35	100% Floor Wash	C. Kelly	10-10-02	1:45	1	1	1	
36	100% Floor Wash	C. Kelly	10-10-02	1:50	1	1	1	
37	100% Floor Wash	C. Kelly	10-10-02	1:55	1	1	1	
38	100% Floor Wash	C. Kelly	10-10-02	2:00	1	1	1	
39	100% Floor Wash	C. Kelly	10-10-02	2:05	1	1	1	
40	100% Floor Wash	C. Kelly	10-10-02	2:10	1	1	1	
41	100% Floor Wash	C. Kelly	10-10-02	2:15	1	1	1	
42	100% Floor Wash	C. Kelly	10-10-02	2:20	1	1	1	
43	100% Floor Wash	C. Kelly	10-10-02	2:25	1	1	1	
44	100% Floor Wash	C. Kelly	10-10-02	2:30	1	1	1	
45	100% Floor Wash	C. Kelly	10-10-02	2:35	1	1	1	
46	100% Floor Wash	C. Kelly	10-10-02	2:40	1	1	1	
47	100% Floor Wash	C. Kelly	10-10-02	2:45	1	1	1	
48	100% Floor Wash	C. Kelly	10-10-02	2:50	1	1	1	
49	100% Floor Wash	C. Kelly	10-10-02	2:55	1	1	1	
50	100% Floor Wash	C. Kelly	10-10-02	3:00	1	1	1	

Prepared by: [Signature] Date: 10/10/02  
 Analyzed by: [Signature] Date: 10/10/02  
 Chain of Custody: [Signature] Date: 10/10/02  
 Remarks: [Handwritten notes]

Company: XENCO  
 Project Name: 240 492-7282  
 Project ID: 630-CAP-EC  
 Analyst: C. Kelly  
 Date: 2/10/02  
 Order No: 2008  
 P.O. No: 492196  
 Signature: [Signature]  
 Date: 10/10/02



Prelogin/Nonconformance Report- Sample Log-In

Client: WIND STAR

Date/Time: 7/1/08

Lab ID #: 312601

Initials: RF

Cooler # 217

Sample Receipt Checklist

#1 Temperature of container/cooler?	Yes	No	N/A	
#2 Shipping container in good condition?	Yes	No	N/A	
#3 Samples received on ice?	Yes	No	N/A	Blue/White
#4 Custody Seals intact on shipping container/cooler?	Yes	No	N/A	
#5 Custody Seals intact on sample bottles/container?	Yes	No	N/A	
#6 Chain of Custody present?	Yes	No		
#7 Sample instructions complete of Chain of Custody?	Yes	No		
#8 Any missing/extra samples?	Yes	No		
#9 Chain of Custody signed when relinquished/received?	Yes	No		
#10 Chain of Custody agrees with sample label(s)?	Yes	No		
#11 Container label(s) legible and intact?	Yes	No		
#12 Sample matrix properties agree with Chain of Custody?	Yes	No		
#13 Samples in proper container/bottle?	Yes	No		
#14 Samples properly preserved?	Yes	No	N/A	
#15 Sample container intact?	Yes	No		
#16 Sufficient sample amount for indicated test(s)?	Yes	No		
#17 All samples received within sufficient hold time?	Yes	No		
#18 Subcontract of sample(s)?	Yes	No	N/A	
#19 VOC samples have zero headspace?	Yes	No	N/A	

Nonconformance Documentation

Contact: \_\_\_\_\_ Contacted by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Regarding: \_\_\_\_\_

Corrective Action Taken: \_\_\_\_\_

- Check all that Apply:
- Client understands and would like to proceed with analysis
  - Cooling process had begun shortly after sampling event

**Former Roegelein Meat Packing Plant  
1511 E. Commerce St., San Antonio, Texas**

**APPENDIX D**

**Waste Management and Disposition  
Tank Disposal Certificate**

SPECIAL NOTES

E160 STRATA

**SERVICE ORDER**

NUMBER 2782080  
 PAGE OF  
 CALL TYPE PROBLEM CODE ORDER ORIGIN

*Cef*

CUSTOMER CONTACT

CLIENT: KRIES  
 PHONE NUMBER  
210-492-7282  
 SITE NUMBER NAME AND ADDRESS  
VACANT BLDG.  
1511 COMMERCE  
SAN ANTONIO TX

NO SOLVENT CLEAN  
 CALL WAS TAKEN ON AT BY

482199  
 ASSIGNED TECH

PROBLEM SYNOPSIS, AS REPORTED

M/A NUMBER PROMISE DATE, TIME

P/R TANK

VEHICLE NO.	TRAILER NO.	UPTIME UNIT NO.	TT	TM	ST	ARRIVE DATE	ARRIVE TIME	CLOSE DATE	CLOSE TIME	JOB COMPLETE	
<u>961376</u>		<u>129232</u>	<u>1</u>	<u>60</u>	<u>1</u>	<u>10-13</u>	<u>11:00</u>	<u>10-13</u>	<u>12:00</u>	<u>YES</u>	
PART / DESCRIPTION			U/M	QUANTITY	HM	SHIPPING DESCRIPTION			SERIAL #	# CONT	TYPE
<u>CONTAINER</u>				<u>150</u>		<u>FLAMMABLE LIQUID (CAROLINE WAT</u>					
						<u>MAX) 3 LN 1993 P911</u>					

Reuse Qualification Statement

By signing this document, I hereby certify that I understand the used Hydrocarbon Recovery Services, Inc. degreasing fluid (i.e. Mineral spirits, petroleum naphtha) returned to Hydrocarbon Recovery Services, Inc. for inclusion in the Hydrocarbon Recovery Services, Inc. Reuse Program will be utilized as an effective substitute for chemical product. For the purpose of qualifying to participate in the Program, I further certify that any used degreasing fluid so returned to Hydrocarbon Recovery Services, Inc. has not been mixed with hazardous waste or other objectionable substances.

All constituents that may be present in the degreasing fluid are contaminants resulting from, and incidental to, normal use of the solvent as a degreaser or cleaner. I have reviewed our physical facilities, administrative practices, and operational procedures and based on this review do willing make this true, accurate and complete certification.

Reuse Solvent QA & QC

- |                          |                          |                          |                          |                                       |          |
|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------------------|----------|
| Yes                      | No                       | Yes                      | No                       | Flap                                  | Initials |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Used solvent passed visual inspection |          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Used solvent has no unusual odor      |          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Parts Cleaner is clean (front/back)   |          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fusible link operational              |          |

Authorization Signature

I agree to pay for the above services and/or products and to be bound by the terms and conditions set forth above and on the reverse side of this document.

Cheri H. Kries [Signature] 10-13-08  
 PRINT CUSTOMER NAME CUSTOMER SIGNATURE / DATE

Initial if Conditionally Exempt Small Quantity Generator as defined in 40 CFR 261.5  
 Initial if Do-it-yourself collection center  
 Generator  
 EPA ID#

The GENERATOR hereby certifies that the material collected from the GENERATOR'S facility by Hydrocarbon Recovery Services, Inc. does not contain any PCB's as defined in 40 CFR 761 and is not hazardous waste or been mixed with a listed or characteristic hazardous waste as defined in 40 CFR 261. If the material collected is a used oil as defined in 40 CFR part 279, the GENERATOR certifies that the total halogen content is less than 1,000 ppm, or the GENERATOR hereby certifies that the rebuttable waste presumption under 40 CFR Part 279 has been rebutted. The GENERATOR will be responsible for any and all costs including, but not limited to, proper disposal, testing, and transportation if the material contains PCB's or is determined to be a hazardous waste. I certify that to the best of my knowledge, the information presented herein is correct and accurate, and I am authorized to sign on behalf of the GENERATOR.

Shipping Declaration

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Transportation Information

Hydrocarbon Recovery Services, Inc.  
 14950 Heathrow Forest Pkwy, Suite 111 US DOT ID#: 1689621  
 Houston, TX 77032 EPA ID#: TXR000780394

Designated Facility  
 2200 East Pierce Street  
 Luling, TX 78648  
 (800) 875-3260  
 EPA ID#: TX0982789748

EMERGENCY CONTACT CHEMTRAC (800) 424-6300  
[Signature] 10-13-08 [Signature]  
 DRIVER SIGNATURE / DATE RECEIVED AT PLANT / DATE

007885

ORIGINAL

Stuart Hastedt Company

POST OFFICE BOX 217  
COLUMBUS, TEXAS 78934  
979-732-2222  
979-732-5212 FAX  
800-732-2279 TOLL FREE  
SHASTEDT@SBCGLOBAL.NET

No. 8064

DISPOSAL CERTIFICATE  
FOR  
UNDERGROUND STORAGE TANK

This 4,000 gallon Fiber/Steel Underground Storage Tank,

was removed from facility # \_\_\_\_\_ located at:

Carver Development Board

1511 E Commerce

San Antonio, TX

The tank was removed on October 13, 2008 and transported to:

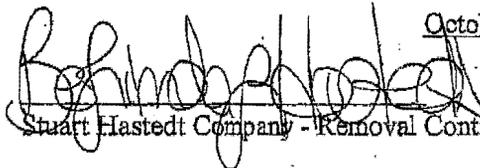
Stuart Hastedt Company

2983 Bruner Mill Rd

Columbus, TX 78934

The receiving agency will destroy this tank by:

October 23, 2008

  
Stuart Hastedt Company - Removal Contractor

10-13-08  
Date

\_\_\_\_\_  
Stuart Hastedt Company - Receiving Agency

10-13-08  
Date

**Former Roegelein Meat Packing Plant  
1511 E. Commerce St., San Antonio, Texas**

**APPENDIX E**

**City of San Antonio Permit  
Construction Notification Form  
Site Photographs  
Copy of Amended TCEQ UST Registration Form**

**P E R M I T CONTRACTOR'S**  
**CITY OF SAN ANTONIO**  
**FIRE PREVENTION DIVISION**  
**COPY**



1901 SOUTH ALAMO STREET  
 SAN ANTONIO, TX 78204  
 (210) 207-8410 FAX: (210) 207-7949

PERMIT NO.	PERMIT TYPE	BUSINESS/ORGANIZATION	APPLICATION DATE	PROCESSED DATE	EXPIRATION DATE
1498873	STORAGE TANK	VACANT FORMER MEAT PACKING CO	10/6/08	10/6/08	

PERMIT LOCATION	CONTRACTOR
1511 E COMMERCE SAN ANTONIO 78202-0000	STUART HASTEDT CO PO BOX 217 COLUMBUS TX 78934-

ADDITIONAL PERMIT INFORMATION:  
 U/G ST REMOVAL  
 STUART

BY VIRTUE OF THE PROVISIONS OF THE ADOPTED 2003 INTERNATIONAL FIRE CODE, AND CITY ORDINANCE 90490, THE ABOVE NAMED APPLICANT, AT THE ABOVE NAMED LOCATION IS HEREBY GRANTED THIS PERMIT FOR THE INSTALLATION OF A(N):

**UNDERGROUND TANK REMOVAL**

THIS PERMIT MUST BE KEPT POSTED ON THE PREMISES AT ALL TIMES. IT IS ISSUED ON THE CONDITION THAT ALL APPLICABLE REGULATIONS SHALL BE COMPLIED WITH.

THIS PERMIT IS SUBJECT TO REVOCATION FOR ANY APPLICABLE FIRE CODE VIOLATION(S) AND DOES NOT TAKE THE PLACE OF ANY LICENSE REQUIRED BY LAW AND IS NOT TRANSFERABLE.

THIS PERMIT SHALL BE PRESUMED TO CONTAIN THE PROVISO THAT THE APPLICANT, HIS AGENTS AND EMPLOYEES SHALL CARRY OUT THE PROPOSED ACTIVITY IN COMPLIANCE WITH ALL OF THE REQUIREMENTS OF THE CITY CODE OF SAN ANTONIO, AND ANY OTHER LAWS AND REGULATIONS APPLICABLE THERTO, WHETHER SPECIFIED OR NOT, AND IN COMPLETE ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.

**PLAN APPROVAL - REQUIRED ON ALL TANKS**

PLANS APPROVED BY: [Signature] DATE: 10/13/08

**TEST APPROVAL - INSTALLS (UG GASOLINE TANKS)**

TANK TEST APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

LINE TEST APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**PERMIT APPROVAL - ASTs, REMOVALS, LPG, INSTALLS**

SITE INSPECTION/INSTALLATION APPROVED BY: [Signature] DATE: \_\_\_\_\_

FINAL INSPECTION/INSTALLATION APPROVED BY: [Signature] DATE: 10-13-08

**FINAL REMOVAL**

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
UNDERGROUND & ABOVEGROUND STORAGE TANK  
CONSTRUCTION NOTIFICATION FORM

Underground Storage Tank (UST)  Aboveground Storage Tank (AST)

Stage I  Stage II (Vapor Recovery) CARB Order # \_\_\_\_\_

TYPE OF CONSTRUCTION: (Indicate all that apply)

Installation  Replacement  Improvement  Return to Service

Removal  Abandonment  Other (Specify) \_\_\_\_\_

FACILITY LOCATION INFORMATION:

Facility Name: \_\_\_\_\_  
Address/Location: 1511 East Commerce  
(No P.O. Box)

County: Bexar City: San Antonio  
Facility id. #: 3035  
Telephone: NA - abandoned

CONSULTANT INFORMATION:

Company: Geo Strata Environmental  
Representative: Suzanne Green  
Address: 4718 College Park  
City/State/Zip: San Antonio, TX 78249  
Telephone: 210-492-7282

OWNER INFORMATION:

Owner: Carver Community Cultural Center  
Representative: Johnny Thomas

Address: 226 N. Hackberry Street  
City/State/Zip: San Antonio, TX 78202

Telephone: 210-226-5888

CONTRACTOR INFORMATION:

Company: Stuart Hastedt Company  
Representative: Stuart Hastedt

Address: PO Box 217  
City/State/Zip: Columbus, Texas 78934

Telephone: 979-732-7558

CRP#: 89 IIP#: 000388

GENERAL DESCRIPTION OF PROPOSED UST/AST ACTIVITY:

Remove single 3,000 gallon UST

SCHEDULED DATES FOR PROPOSED CONSTRUCTION: ASAP

SUBMITTED BY: (Signature) \_\_\_\_\_ DATE: 10/3/08  
Title & Company: Suzanne Green, Geo Strata Environmental

MAIL COMPLETED FORM TO:  
Texas Commission on Environmental Quality  
Registration & Self-Certification Team  
MC-138  
P.O. Box 13087  
Austin, TX 78711-3087

TCEQ STAFF USE ONLY

Date Rec'd: \_\_\_\_\_

Region: \_\_\_\_\_

Remarks: \_\_\_\_\_

Tracking #: \_\_\_\_\_

Logged By: \_\_\_\_\_



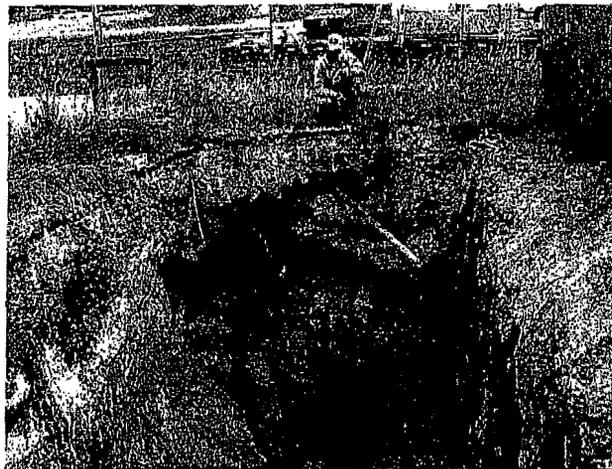
• View looking west towards single dispenser unit.



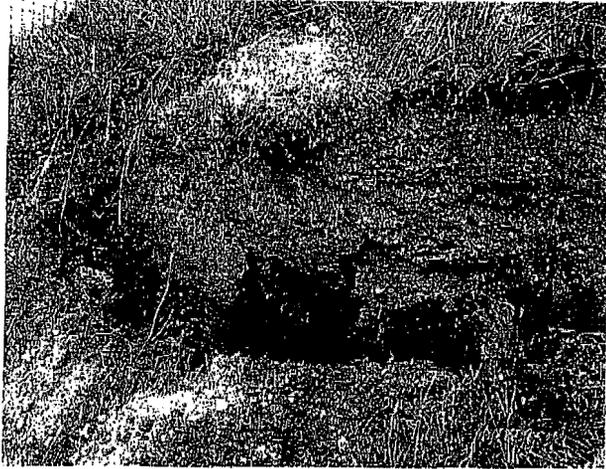
• View north looking at tank and fluid recovery operation.



• View of west wall of former tankhold



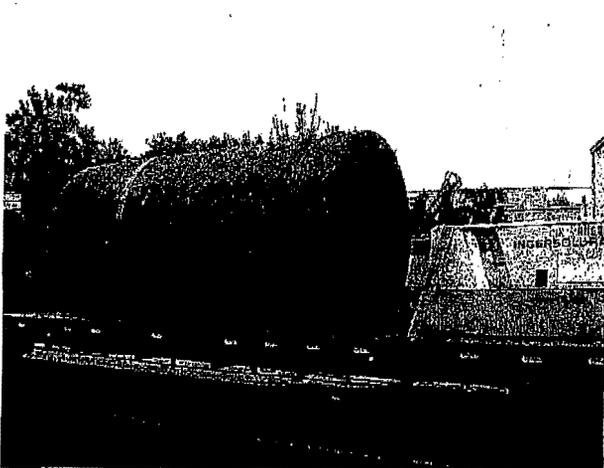
• View looking south into former tankhold. Dispenser piping and vent pipe at south end of tankhold



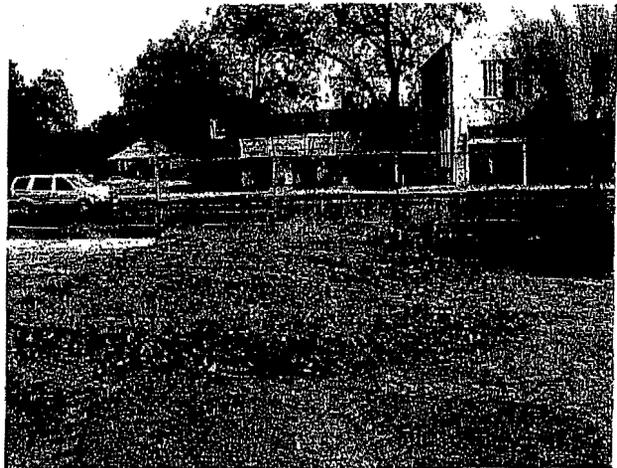
• View looking south at former location of single dispenser



• View looking west towards stockpile of backfill removed from tankhold.



• View of tank loaded onto trailer for transportation to disposal facility.



• View looking south towards filled former tankhold.

**TCEQ - UNDERGROUND STORAGE TANK REGISTRATION & SELF-CERTIFICATION FORM**

(Use this form for filing registration and self-certification information)

For Use in TEXAS		<b>Texas Commission On Environmental Quality</b> • Please mail completed form to: Petroleum Storage Tank Registration Team (MC-138) Texas Commission on Environmental Quality P. O. Box 13087 Austin, Texas 78711-3087 (512) 239-2160	TCEQ Facility ID No.: <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>3035</b></div> TCEQ Owner ID No.: Federal Tax ID No. (CR):
------------------------	---	---	---

**1. TANK OWNER INFORMATION**

TANK OWNER BUSINESS OR LAST NAME: <b>Carver Cultural Community Center</b>		TANK OWNER FIRST NAME:	TYPE OF TANK OWNER: (CR) <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship DBA <input type="checkbox"/> Federal Gov't <input type="checkbox"/> State Gov't <input type="checkbox"/> Local Gov't <input type="checkbox"/> County Gov't <input checked="" type="checkbox"/> City Gov't <input type="checkbox"/> Other (specify):	
OWNER MAILING ADDRESS: <b>226 N. Hackberry</b>			LOCATION OF RECORDS: <input type="checkbox"/> At facility <input checked="" type="checkbox"/> Offsite at:	
CITY: <b>San Antonio</b>	STATE: <b>TX</b>	ZIP CODE: <b>78202</b>	OFFSITE RECORDS LOCATION ADDRESS CITY STATE	
COUNTRY (OUTSIDE USA) (CR):	E-MAIL ADDRESS (CR):	RECORDS CUSTODIAN/CONTACT PERSON:		TELEPHONE NO.:
OWNER'S AUTHORIZED REPRESENTATIVE: <b>Johnny Thomas</b>		TITLE:	TELEPHONE NO.: <b>(210) 226-5888</b>	FAX NO (CR):
STATE FRANCHISE TAX ID (CR):		DUNN NO (CR):	INDEPENDENTLY OWNED & OPERATED (CR) <input type="checkbox"/> YES <input type="checkbox"/> NO	
		NUMBER OF EMPLOYEES (CR) <input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 & HIGHER		

**2. FACILITY INFORMATION**

FACILITY NAME: <b>Former Roegelien Meat Packing Plant</b>		TYPE OF FACILITY: <input type="checkbox"/> Retail <input type="checkbox"/> Farm or Residential <input type="checkbox"/> Wholesale <input checked="" type="checkbox"/> Fleet Refueling <input type="checkbox"/> Aircraft Refueling <input type="checkbox"/> Indian Land <input type="checkbox"/> Indust./Mfg./Chem. Plant <input type="checkbox"/> Watercraft Fueling <input type="checkbox"/> Other (specify):		
PHYSICAL LOCATION: <b>1511 E. Commerce St.</b>		Number of regulated USTs at this facility: <u>1</u>		
CITY: <b>San Antonio</b>	STATE: <b>TEXAS</b>	ZIP CODE: <b>78202</b>	COUNTY: <b>Bexar</b>	
ON-SITE CONTACT PERSON <b>Vacant</b>		Number of regulated ASTs at this facility: _____		
E-MAIL ADDRESS (CR):		FAX NUMBER (CR):	PRIMARY SIC CODE (CR): <b>0212</b>	SECONDARY SIC CODE (CR):
			PRIMARY NAICS CODE (CR): <b>311611</b>	SECONDARY NAICS CODE (CR):
LATITUDE (CR) Degrees <b>29</b>	Minutes <b>25</b>	Seconds <b>13.76</b>	LONGITUDE (CR) Degrees <b>98</b>	Minutes <b>28</b>
		Seconds <b>21.14</b>		

**3. TANK OPERATOR INFORMATION**

(mark here if same as owner)

\* "Operator" means any person in day-to-day control of, and having responsibility for, the daily operation of the UST system.

TCEQ Operator ID No.: \_\_\_\_\_ (Assigned by TCEQ) **CN**

TANK OPERATOR NAME: (DO NOT LIST EMPLOYEES OF OPERATOR)		TYPE OF TANK OPERATOR: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship DBA <input type="checkbox"/> Federal Gov't <input type="checkbox"/> State Gov't <input type="checkbox"/> County Gov't <input type="checkbox"/> City Gov't <input checked="" type="checkbox"/> Local Gov't <input type="checkbox"/> Other (specify):	
MAILING ADDRESS:		Date listed person became operator: ____/____/____	
CITY:	STATE:	ZIP CODE:	COUNTY:
OPERATOR'S AUTHORIZED REPRESENTATIVE:		TITLE:	TELEPHONE NO.:



**7. SELF-CERTIFICATION OF COMPLIANCE WITH UST REQUIREMENTS**

**Important:** Completion of this section is required before TCEQ issues a UST Delivery Certificate. Delivery of regulated substances into regulated USTs is prohibited by state law unless a valid, current Delivery Certificate is available and/or displayed at the UST facility. Any responses marked "NO", or any incomplete submittal, will result in non-issuance of a Delivery Certificate for this facility.

• INDICATE RESPONSES TO EACH QUESTION BY MARKING X IN THE APPROPRIATE SPACE AT THE RIGHT.		YES	NO
<b>REGISTRATION</b>	For regulated UST systems at the facility indicated below, is the registration information filed with the TCEQ pursuant to §334.7 of TCEQ rules (including information in this filing) complete, accurate, & up-to-date?		
<b>FACILITY FEES</b>	For regulated UST systems at the facility indicated below, have all facility fees billed to date to the current owner been paid in full (i.e., annual fees plus all late fees, penalties, & interest)? (Does not apply to common carrier railroads)		
<b>FINANCIAL ASSURANCE</b>	For regulated UST systems at the facility indicated below, does financial assurance coverage meet TCEQ requirements, as described in Chapter 37 Subchapter I of TCEQ rules, for first-party corrective action, third-party bodily-injury, and third-party property damage in the event of a petroleum release from these UST systems?		
<b>TECHNICAL STANDARDS</b>	For regulated UST systems at the facility indicated below, are all in compliance with technical standards, as described in TCEQ rules in §334.49 (relating to Corrosion Protection), §334.50 (relating to Release Detection), §334.51 (relating to Spill and Overflow Prevention and Control) and §334.43 (relating to Variances and Alternative Procedures) if a written variance to all or part of the requirements of the previous three sections has been granted by the TCEQ? (A "Yes" response indicates that recordkeeping requirements and reporting duties have been met for 60 days prior to and including the date of certification.)		

I am certifying that the following UST systems at this facility are in compliance: Tank ID #(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ as numbered on Pages 4 and 5 of this form. If certifying more UST systems, please list additional ID #s on another form.

**8. TANK OWNER/OPERATOR SELF-CERTIFICATION**

I hereby certify under penalty of law to the following:

- I am the (mark one):  owner ...  legally-authorized representative of the owner ...
- operator ...  legally-authorized representative of the operator ...
- ... of the regulated underground storage tank (UST) systems at this facility; AND
- I have personally examined and am familiar with the information included in Sections I through IV AND VI; AND
- Based on my current knowledge and understanding, the submitted information is true, accurate, and complete; AND
- I understand that any person who intentionally or knowingly submits false information on this form is subject to criminal prosecution.

PRINTED NAME OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE)	TITLE
SIGNATURE OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE)	DATE OF SIGNATURE (PLEASE PRINT)

**9. TANK OWNER/OPERATOR REGISTRATION**

I hereby represent the following:

- I am the (mark one):  owner ...  legally-authorized representative of the owner ...
- operator ...  legally-authorized representative of the operator ...
- ... of the regulated underground storage tank (UST) systems at this facility; AND
- I have personally examined and am familiar with the information included in Sections I through IV, and Sections X - XII; AND
- Based on my current knowledge and understanding, the submitted information is true, accurate, and complete; AND
- I understand that any person who intentionally or knowingly submits false information on this form is subject to criminal prosecution.

PRINTED NAME OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE)	TITLE
SIGNATURE OF OWNER/OPERATOR (OR AUTHORIZED REPRESENTATIVE)	DATE OF SIGNATURE (PLEASE PRINT)

If you have questions on how to fill out this form or about the Petroleum Storage Tank Registration and Self-Certification program, please contact us at 512/239-2160. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.

**10. FINANCIAL ASSURANCE INFORMATION**

Financial Assurance (Petroleum USTs only)

Does this facility meet Financial Assurance (FA) requirements for: 1<sup>st</sup> party corrective action?  Yes  No  
 3<sup>rd</sup> party bodily injury/property damage liability?  Yes  No

If YES, identify FA mechanism(s):  Letter of credit\*  Guarantee\*  Trust fund  Financial test  Insurance (or risk retention group)  
 Surety bond\*  Local Gov. fin. test\*\*  Local Gov. bond rating test\*\*  Local Gov. guarantee\*\*  Local Gov. fund\*\*

\* Letter of Credit, Surety Bond, & Guarantee methods must also include a stand-by trust fund.  
 \*\* Mechanisms available only for local governments (e.g. counties, municipalities, and special districts).

Information pertaining to the financial assurance mechanism(s) used to demonstrate financial assurance under Chapter 37, Subchapter I of Title 30, Texas Administrative Code is as follows:

Name of Issuer:	Address of Issuer:	Phone # of Issuer:	Type of Mechanism and Identifying #:
Coverage period Beginning: ___/___/___ Ending: ___/___/___	Coverage Amount for Corrective Action \$ _____	Coverage Amount for Third Party Liability \$ _____	**For questions regarding Financial Assurance, call the Financial Assurance Section at (512) 239-0300**

**\*\*FOR ASSISTANCE WITH THIS FORM, PLEASE READ THE INSTRUCTION SHEET\*\***

**TCEQ - UST REGISTRATION & SELF-CERTIFICATION FORM**

**Important: The information in the following sections regarding the UST system(s) at this facility must be properly completed in sufficient detail to support registration. UST owners & operators are encouraged to examine their UST records and/or consult with their UST equipment installers, service technicians, and/or insurance providers to ensure that this information is accurate and complete.**

**11. TANK IDENTIFICATION/DESCRIPTION**

Tank Identification <i>Number each tank compartment at your site consistent with Rule 334.8(c)(5)(C).</i>				
Tank Installation Date (Month/day/year)	/ /	/ /	/ /	/ /
Tank Capacity (In U.S. gallons)	4,000			
<b>Tank Status (Mark One Status &amp; Indicate Date, if Applicable)</b>				
1-Currently in Use	1- <input type="checkbox"/>	1- <input type="checkbox"/>	1- <input type="checkbox"/>	1- <input type="checkbox"/>
2-Temporarily out of service (date)	2- / /	2- / /	2- / /	2- / /
- Meets TCEQ Definition of Empty?-Yes or No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3-Perm. filled in place w/ sand, concrete, etc.(date)	3- / /	3- / /	3- / /	3- / /
4-Permanently removed from the ground (date)	4- 10/ 13/ 08	4- / /	4- / /	4- / /
<b>Current/Last Substance Stored (Mark One Substance per compartment)</b>				
1-Gasoline	1- <input checked="" type="checkbox"/>	1- <input type="checkbox"/>	1- <input type="checkbox"/>	1- <input type="checkbox"/>
2-Diesel	2- <input type="checkbox"/>	2- <input type="checkbox"/>	2- <input type="checkbox"/>	2- <input type="checkbox"/>
3-Kerosene	3- <input type="checkbox"/>	3- <input type="checkbox"/>	3- <input type="checkbox"/>	3- <input type="checkbox"/>
4-Used Oil	4- <input type="checkbox"/>	4- <input type="checkbox"/>	4- <input type="checkbox"/>	4- <input type="checkbox"/>
5-New Oil	5- <input type="checkbox"/>	5- <input type="checkbox"/>	5- <input type="checkbox"/>	5- <input type="checkbox"/>
6-Other Petroleum Substance (specify)	6- <input type="checkbox"/>	6- <input type="checkbox"/>	6- <input type="checkbox"/>	6- <input type="checkbox"/>
7a-CERCLA Hazardous Substance (specify)	7a- <input type="checkbox"/>	7a- <input type="checkbox"/>	7a- <input type="checkbox"/>	7a- <input type="checkbox"/>
7b-Chemical Abstract Service (CAS) No.	7b- <input type="checkbox"/> #			
7c-Hazardous Substances Mixture (specify)	7c- <input type="checkbox"/>	7c- <input type="checkbox"/>	7c- <input type="checkbox"/>	7c- <input type="checkbox"/>
8-Petrol./Haz. Substances Mixture (specify)	8- <input type="checkbox"/>	8- <input type="checkbox"/>	8- <input type="checkbox"/>	8- <input type="checkbox"/>
9-Other (specify)	9- <input type="checkbox"/>	9- <input type="checkbox"/>	9- <input type="checkbox"/>	9- <input type="checkbox"/>

**12. UST SYSTEM TECHNICAL INFORMATION**

Tank & Piping Design (Mark One for Tank & Piping)	Tank	Piping	Tank	Piping	Tank	Piping	Tank	Piping
1-Single-Wall	1- <input checked="" type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>
2-Double-Wall	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>
<b>External Containment (Mark all that apply)</b>								
3-Factory-Built Nonmetallic Jacket	3- <input type="checkbox"/>	<input type="checkbox"/>	3- <input type="checkbox"/>	<input type="checkbox"/>	3- <input type="checkbox"/>	<input type="checkbox"/>	3- <input type="checkbox"/>	<input type="checkbox"/>
4a-Synthetic Tank-Pit/Piping-Trench Liner	4a- <input type="checkbox"/>	<input type="checkbox"/>	4a- <input type="checkbox"/>	<input type="checkbox"/>	4a- <input type="checkbox"/>	<input type="checkbox"/>	4a- <input type="checkbox"/>	<input type="checkbox"/>
4b-Tank Vault/Rigid Trench Liner	4b- <input type="checkbox"/>	<input type="checkbox"/>	4b- <input type="checkbox"/>	<input type="checkbox"/>	4b- <input type="checkbox"/>	<input type="checkbox"/>	4b- <input type="checkbox"/>	<input type="checkbox"/>
<b>Type of Piping (Mark One)</b>								
5a-Pressurized	5a-N/A	<input type="checkbox"/>	5a-N/A	<input type="checkbox"/>	5a-N/A	<input type="checkbox"/>	5a-N/A	<input type="checkbox"/>
5b-Suction	5b-N/A	<input type="checkbox"/>	5b-N/A	<input type="checkbox"/>	5b-N/A	<input type="checkbox"/>	5b-N/A	<input type="checkbox"/>
5c-Gravity	5c-N/A	<input type="checkbox"/>	5c-N/A	<input type="checkbox"/>	5c-N/A	<input type="checkbox"/>	5c-N/A	<input type="checkbox"/>
<b>Tank Internal Protection</b>								
6-Internal Tank Lining (Indicate date)	6- / /		6- / /		6- / /		6- / /	
<b>Tank &amp; Piping Materials (Mark all that apply)</b>								
1-Steel	1- <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>
2-FRP (fiberglass-reinforced plastic)	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>
3-Composite tank (steel w/external FRP cladding)	3- <input type="checkbox"/>	N/A	3- <input type="checkbox"/>	N/A	3- <input type="checkbox"/>	N/A	3- <input type="checkbox"/>	N/A
4-Concrete	4- <input type="checkbox"/>	<input type="checkbox"/>	4- <input type="checkbox"/>	<input type="checkbox"/>	4- <input type="checkbox"/>	<input type="checkbox"/>	4- <input type="checkbox"/>	<input type="checkbox"/>
5a-Jacketed (steel w/external nonmetallic jacket)	5a- <input type="checkbox"/>	<input type="checkbox"/>	5a- <input type="checkbox"/>	<input type="checkbox"/>	5a- <input type="checkbox"/>	<input type="checkbox"/>	5a- <input type="checkbox"/>	<input type="checkbox"/>
5b-Coated (steel w/external polyurethane cladding)	5b- <input type="checkbox"/>	N/A	5b- <input type="checkbox"/>	N/A	5b- <input type="checkbox"/>	N/A	5b- <input type="checkbox"/>	N/A
5c-Nonmetallic flexible piping	5c-N/A	<input type="checkbox"/>	5c-N/A	<input type="checkbox"/>	5c-N/A	<input type="checkbox"/>	5c-N/A	<input type="checkbox"/>
5d-Other (specify)	5d- _____		5d- _____		5d- _____		5d- _____	
<b>Piping Connectors &amp; Valves (Mark all that apply)</b>								
6-Shear/Impact Valves (under dispenser)	6-N/A	<input type="checkbox"/>	6-N/A	<input type="checkbox"/>	6-N/A	<input type="checkbox"/>	6-N/A	<input type="checkbox"/>
7-Steel swing-joints (at ends of piping)	7-N/A	<input type="checkbox"/>	7-N/A	<input type="checkbox"/>	7-N/A	<input type="checkbox"/>	7-N/A	<input type="checkbox"/>
8-Flexible connectors (at ends of piping)	8-N/A	<input type="checkbox"/>	8-N/A	<input type="checkbox"/>	8-N/A	<input type="checkbox"/>	8-N/A	<input type="checkbox"/>

**TCEQ- UST REGISTRATION & SELF-CERTIFICATION FORM**

**12. UST SYSTEM TECHNICAL INFORMATION - continued from page 4**

Tank Identification (e.g., 1, 2, 3, 4, etc.)							
<b>Tank/Piping Corrosion Protection (Mark all that apply)</b>	<b>Tank</b>	<b>Piping</b>	<b>Tank</b>	<b>Piping</b>	<b>Tank</b>	<b>Piping</b>	<b>Tank</b>
1-External dielectric coating/laminate/tape/wrap	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>
2a-Listed/certified factory-built cathodic protection	2a- <input type="checkbox"/>	<input type="checkbox"/>	2a- <input type="checkbox"/>	<input type="checkbox"/>	2a- <input type="checkbox"/>	<input type="checkbox"/>	2a- <input type="checkbox"/>
2b-Certified field-installed cathodic protection	2b- <input type="checkbox"/>	<input type="checkbox"/>	2b- <input type="checkbox"/>	<input type="checkbox"/>	2b- <input type="checkbox"/>	<input type="checkbox"/>	2b- <input type="checkbox"/>
3a-Listed composite tank (steel w/FRP external laminate)	3a- <input type="checkbox"/>	N/A	3a- <input type="checkbox"/>	N/A	3a- <input type="checkbox"/>	N/A	3a- <input type="checkbox"/>
3b-Listed coated tank (steel w/external polyurethane laminate)	3b- <input type="checkbox"/>	N/A	3b- <input type="checkbox"/>	N/A	3b- <input type="checkbox"/>	N/A	3b- <input type="checkbox"/>
4a-Listed FRP tank or piping (noncorrodible)	4a- <input type="checkbox"/>	<input type="checkbox"/>	4a- <input type="checkbox"/>	<input type="checkbox"/>	4a- <input type="checkbox"/>	<input type="checkbox"/>	4a- <input type="checkbox"/>
4b-Listed nonmetallic flexible piping (noncorrodible)	4b-N/A	<input type="checkbox"/>	4b-N/A	<input type="checkbox"/>	4b-N/A	<input type="checkbox"/>	4b-N/A
5a-Listed/certified external nonmetallic jacket	5a- <input type="checkbox"/>	<input type="checkbox"/>	5a- <input type="checkbox"/>	<input type="checkbox"/>	5a- <input type="checkbox"/>	<input type="checkbox"/>	5a- <input type="checkbox"/>
5b-Isolated in open-area (e.g., sump, boot, etc.)	5b- <input type="checkbox"/>	<input type="checkbox"/>	5b- <input type="checkbox"/>	<input type="checkbox"/>	5b- <input type="checkbox"/>	<input type="checkbox"/>	5b- <input type="checkbox"/>
6-Other (specify)	6- <input type="checkbox"/>	<input type="checkbox"/>	6- <input type="checkbox"/>	<input type="checkbox"/>	6- <input type="checkbox"/>	<input type="checkbox"/>	6- <input type="checkbox"/>
<b>Tank &amp; Piping Release Detection (Mark all that apply)</b>	<b>Tank</b>	<b>Piping</b>	<b>Tank</b>	<b>Piping</b>	<b>Tank</b>	<b>Piping</b>	<b>Tank</b>
1-External vapor/tracer monitoring	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>
2-External groundwater monitoring	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>
3-Monitoring of secondary containment barrier	3- <input type="checkbox"/>	<input type="checkbox"/>	3- <input type="checkbox"/>	<input type="checkbox"/>	3- <input type="checkbox"/>	<input type="checkbox"/>	3- <input type="checkbox"/>
4-Automatic tank gauge test & inv.control	4- <input type="checkbox"/>	N/A	4- <input type="checkbox"/>	N/A	4- <input type="checkbox"/>	N/A	4- <input type="checkbox"/>
5-Interstitial monitoring within secondary wall/jacket	5- <input type="checkbox"/>	<input type="checkbox"/>	5- <input type="checkbox"/>	<input type="checkbox"/>	5- <input type="checkbox"/>	<input type="checkbox"/>	5- <input type="checkbox"/>
6a-Monthly piping tightness test (@ 0.2 gph)	6a-N/A	<input type="checkbox"/>	6a-N/A	<input type="checkbox"/>	6a-N/A	<input type="checkbox"/>	6a-N/A
6b-Annual piping tightness test (@ 0.1gph)	6b-N/A	<input type="checkbox"/>	6b-N/A	<input type="checkbox"/>	6b-N/A	<input type="checkbox"/>	6b-N/A
6c-Triennial tightness test (for suction/gravity piping)	6c-N/A	<input type="checkbox"/>	6c-N/A	<input type="checkbox"/>	6c-N/A	<input type="checkbox"/>	6c-N/A
6d-Auto. line leak detector (3.0gph for pressure piping)	6d-N/A	<input type="checkbox"/>	6d-N/A	<input type="checkbox"/>	6d-N/A	<input type="checkbox"/>	6d-N/A
7a-Weekly manual tank gauging (tanks ≤ 1,000 gal)	7a- <input type="checkbox"/>	N/A	7a- <input type="checkbox"/>	N/A	7a- <input type="checkbox"/>	N/A	7a- <input type="checkbox"/>
7b-Monthly tank gauging (for emer. generator tanks)	7b- <input type="checkbox"/>	N/A	7b- <input type="checkbox"/>	N/A	7b- <input type="checkbox"/>	N/A	7b- <input type="checkbox"/>
8-SIR-Statistical Inventory Reconciliation & Inv. control	8- <input type="checkbox"/>	<input type="checkbox"/>	8- <input type="checkbox"/>	<input type="checkbox"/>	8- <input type="checkbox"/>	<input type="checkbox"/>	8- <input type="checkbox"/>
9-Other (specify)	9- <input type="checkbox"/>	<input type="checkbox"/>	9- <input type="checkbox"/>	<input type="checkbox"/>	9- <input type="checkbox"/>	<input type="checkbox"/>	9- <input type="checkbox"/>
<b>Spill Containment &amp; Overfill Prevention Equipment</b>							
1- Tight-fill fitting	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>	<input type="checkbox"/>	1- <input type="checkbox"/>
2- Factory-built spill container/bucket/sump	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>	<input type="checkbox"/>	2- <input type="checkbox"/>
3a-Delivery shut-off valve (set@ ≤95% capacity)	3a- <input type="checkbox"/>	<input type="checkbox"/>	3a- <input type="checkbox"/>	<input type="checkbox"/>	3a- <input type="checkbox"/>	<input type="checkbox"/>	3a- <input type="checkbox"/>
3b-Flow restrictor, e.g., vent ball-float (set@ ≤90% cap.)	3b- <input type="checkbox"/>	<input type="checkbox"/>	3b- <input type="checkbox"/>	<input type="checkbox"/>	3b- <input type="checkbox"/>	<input type="checkbox"/>	3b- <input type="checkbox"/>
3c-Alarm (set@ ≤90%), w/3a or 3b (set@ ≤98% cap.)	3c- <input type="checkbox"/>	<input type="checkbox"/>	3c- <input type="checkbox"/>	<input type="checkbox"/>	3c- <input type="checkbox"/>	<input type="checkbox"/>	3c- <input type="checkbox"/>
4- N/A - All deliveries to tank are ≤ 25 gal. each	4- <input type="checkbox"/>	<input type="checkbox"/>	4- <input type="checkbox"/>	<input type="checkbox"/>	4- <input type="checkbox"/>	<input type="checkbox"/>	4- <input type="checkbox"/>
<b>Stage 1/Stage 2 Vapor Recovery (Mark all that apply)</b>							
* See instructions for rule & location exemption information.							
<b>1-Stage I (UST to tanker truck): Installation date:</b>	1- / /	1- / /	1- / /	1- / /	1- / /	1- / /	1- / /
• Type: 1a-Stage I two-point system	1a- <input type="checkbox"/>	<input type="checkbox"/>	1a- <input type="checkbox"/>	<input type="checkbox"/>	1a- <input type="checkbox"/>	<input type="checkbox"/>	1a- <input type="checkbox"/>
1b-Stage I coaxial system	1b- <input type="checkbox"/>	<input type="checkbox"/>	1b- <input type="checkbox"/>	<input type="checkbox"/>	1b- <input type="checkbox"/>	<input type="checkbox"/>	1b- <input type="checkbox"/>
• Exempt by: 1c-TCEQ Rule*	1c- <input type="checkbox"/>	<input type="checkbox"/>	1c- <input type="checkbox"/>	<input type="checkbox"/>	1c- <input type="checkbox"/>	<input type="checkbox"/>	1c- <input type="checkbox"/>
<b>2-Stage II (vehicle to UST): Installation date:</b>	2- / /	2- / /	2- / /	2- / /	2- / /	2- / /	2- / /
• Type: 2a-Stage II balance system	2a- <input type="checkbox"/>	<input type="checkbox"/>	2a- <input type="checkbox"/>	<input type="checkbox"/>	2a- <input type="checkbox"/>	<input type="checkbox"/>	2a- <input type="checkbox"/>
2b-Stage II assist system	2b- <input type="checkbox"/>	<input type="checkbox"/>	2b- <input type="checkbox"/>	<input type="checkbox"/>	2b- <input type="checkbox"/>	<input type="checkbox"/>	2b- <input type="checkbox"/>
• Exempt by: 2c-TCEQ Rule*	2c- <input type="checkbox"/>	<input type="checkbox"/>	2c- <input type="checkbox"/>	<input type="checkbox"/>	2c- <input type="checkbox"/>	<input type="checkbox"/>	2c- <input type="checkbox"/>

**\*\*\*MAKE A COPY OF FORM FOR YOUR RECORDS\*\*\***

For Self-Certification Annual Renewal, **Sections 1, 2, 3, 4, 7, 8, & 10** must be completed. If there is a change of ownership along with the renewal of the delivery certificate, **Sections 1, 2, 3, 4, 7, 8, 9, 10, & 11** must be completed.

For Registration Purposes, **Sections 1, 2, 3, 4, 9** must be completed and **Sections 6, 10, 11, 12** should be completed only if applicable.

(CR) Marks Items for information that is needed by our Central Registry. If you have any questions about these marked items, please call the TCEQ Central Registry at 512/ 239-5175 or go to our Web site ([www.TCEQ.state.tx.us](http://www.TCEQ.state.tx.us)) and search for "Central Registry".



**CITY OF SAN ANTONIO**  
**Request for Council Action**

Agenda Item # 7  
Council Meeting Date: 12/11/2008  
RFCA Tracking No: R-4267

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**DEPARTMENT:** Housing and Neighborhood Services      **DEPARTMENT HEAD:** David D Garza

**COUNCIL DISTRICT(S) IMPACTED:**  
Council District 2

**SUBJECT:**  
Acquisition of 1511 E Commerce St. in Support of Inner City TIRZ #11

**SUMMARY:**

This item is to hold a Public Hearing to amend the Project Plan and Finance Plan for the Tax Increment Reinvestment Zone Number Eleven and consideration of an ordinance to acquire 1511 E. Commerce, situated on approximately 0.6991-acres of real property, and the structures thereupon, located in City Council District 2, for City use, from the Carver Development Board. The Property is legally described as NCB 594 BLK 5 Lots 3 & 16, 4 & 15 and 5 & 14. The sales price is \$150,500.00. The purchase will serve the public purpose of creating revitalization and redevelopment opportunities within the boundaries of the Tax Increment Reinvestment Zone (TIRZ) Number Eleven, City of San Antonio, Texas, known as the Inner City TIRZ.

**BACKGROUND INFORMATION:**

The Inner City TIRZ was designated by City Council in December 2000, to support redevelopment and public infrastructure improvements within the boundaries of the following three enterprise zones: 1) Enterprise Community Enterprise Zone, 2) Eastside Enterprise Zone, and 3) Southside Enterprise Zone.

When the TIRZ was created, several projects were identified as eligible for the use of Tax Increment Financing (TIF). Since designation, several projects have been funded and completed. On August 22, 2008, the Inner City TIRZ Board approved the acquisition of 1511 E. Commerce in order to further revitalization and redevelopment opportunities within the boundaries of the Inner City TIRZ. Subsequently on October 3, 2008, the Board allocated additional TIF funds to cover costs associated with the purchase of the property, and at an early December meeting, approved amendment of the Project and Financing Plans to add the property as a redevelopment opportunity.

**ISSUE:**

This item is to hold a Public Hearing to amend the Project and Financing Plans for the Inner City TIRZ and to obtain the City Council's approval of the City's acquisition of 1511

E. Commerce for the Inner City TIRZ. The City Council will also be asked approve the Board's amendments to the Inner City TIRZ Project and Financing Plans to include the addition of the property. The acquisition will further revitalization and redevelopment opportunities within the boundaries of this TIRZ by redeveloping a blighted property. The TIRZ Board anticipates that this property, once acquired, could be subject to a "Request for Proposals" for redeveloping the property. The TIRZ Board plans to establish criteria that will maximize the goals of providing for economic development, job creation, and private investment.

The TIRZ Board does not have the ability to acquire property and must depend on the City to acquire the property with TIF funds. With the purchase of this property, the TIRZ Board seeks to promote recommendations made in the City's Master Plan, CRAG Recommendations and the mission of the Housing and Neighborhood Services Department, which calls for strategically enhancing the quality of life in San Antonio neighborhoods through the development and delivery of revitalization programs or services leveraged by dynamic partnerships.

**ALTERNATIVES:**

The TIRZ Board considered not asking the City to acquire the property; however, the condition of the property and its current use is detrimental to the goals of both the Inner City TIRZ and other City initiatives, such as the EastTown @ Commerce Neighborhood Commercial Revitalization Project.

**FISCAL IMPACT:**

The TIRZ Board approved a maximum of \$150,500.00 for the acquisition of the property and further approved up to \$10,000.00 for closing and other costs associated with the purchase. All costs will be covered by the Inner City TIRZ Fund and will not impact any other City funding sources.

**RECOMMENDATION:**

Staff recommends approval of the acquisition of the 1511 E. Commerce property as previously approved by the TIRZ Board on August 22, 2008, and the amendment of the TIRZ Project and Financing Plans, as approved by the TIRZ Board in early December.

**ATTACHMENT(S):**

File Description	File Name
<a href="#">Inner City TIRZ boundary map</a>	TIRZ #11.jpg
<a href="#">1511 E. Commerce location map</a>	1511 East Commerce2.jpg
<a href="#">Voting Results</a>	
<a href="#">Ordinance/Supplement Documents</a>	200812111135.pdf

**DEPARTMENT HEAD AUTHORIZATIONS:**

David D Garza Director Neighborhood Services

**APPROVED FOR COUNCIL CONSIDERATION:**

T.C. Broadnax Assistant City Manager

