

**RULE 11 AGREEMENT
NUISANCE ABATEMENT COMPLIANCE AGREEMENT**

THIS NUISANCE ABATEMENT COMPLIANCE AGREEMENT ("Agreement") is made effective as of the execution of this Agreement ("Effective Date"), by and among the CITY OF SAN ANTONIO ("City") and BSRP Enterprise, Inc. ("Lessee").

RECITALS:

1. Lessee is the current lessee of record of the property located at 627 N. New Braunfels in San Antonio, Bexar County, Texas ("property") also known as Handy Stop.
2. A Dangerous Assessment Response Team ("DART") inspection was conducted at the property on July 26, 2016. During said inspection, numerous building and health code violations were noted, more specifically described below.
3. The DART investigation was the result of over 600 calls for police service for offenses, including but not limited to, narcotics, prostitution, aggravated assaults, knifings, and shootings.
4. Lessee agreed to immediately remove from the property all items which may have been utilized for the use, sale, or possession of narcotics. Lessee acknowledges that officers of the San Antonio Police Department indicated said items during the DART inspection on July 26, 2016.

AGREEMENTS:

5. Lessee shall close the property for business operations between the hours of 12:00 a.m. and 8:00 a.m. effective as of Monday, August 8, 2016.
6. Lessee shall close the business located on the property at the conclusion of sixty days from the Effective date of this Agreement but no later than October 7, 2016.
6. Lessee shall execute a Commercial Trespass Affidavit to prohibit loitering on or about the property.
8. Lessee shall ensure bright lighting on the exterior of the structure located on the property as an additional security measure during the 60 day period.
9. Lessee shall cease and desist from the sale of items which may be utilized for the use, possession, or sale of narcotics, including the sale of single cigarettes.

10. Lessee shall work in conjunction with area SAFFE officers to ensure compliance with the terms of this Agreement.
11. Lessee shall abate the below listed building code deficiencies such that the property no longer poses a threat to the public health, safety, and welfare. Said deficiencies shall be cured no later than August 18, 2016.
 - (a) Abate water and mold damage found on interior ceilings;
 - (b) Weather proof exterior door;
 - (c) Remediate rodent/roach infestation;
 - (d) Remediate exposed electrical conductors;
 - (e) Cease from utilizing illegal use of LED plug in lighting in walk-in cooler;
 - (f) Aisles are to be a minimum of 36 inches;
 - (g) Repair leaking bathroom lavatory;
 - (h) Abate illegal plumbing installation at 3 compartment sink;
 - (i) Repair PVC pipe which is discharging rainwater onto walkway which is causing a tripping hazard;
 - (j) Address and remediate several bullet holes and metal deterioration on the front parapet.
12. Lessee shall correct all health code violations as outlined in the form provided by the San Antonio Metro Health Department with abatement deadline of August 5, 2016. A re-inspection shall be conducted on August 16, 2016. *See Attachment A.*
13. All required permits shall be obtained prior to the commencement of any work including but not limited to electrical, plumbing, mechanical, structural, and/or demolition of any structures.
14. Lessee understands that if repairs and modifications are not completed by August 31, 2016, the property shall be presented to the Building Standards Board for violations of the San Antonio Property Maintenance Code.

RE-INSPECTIONS and INVESTIGATIONS:

The parties agree that the City shall re-inspect and reinvestigate the property to ensure compliance with the terms of this Agreement on a routine basis. The City shall review the Agreement to ensure that compliance has been met to the City's complete and full satisfaction. If compliance has been met to the complete and full satisfaction of the City, this Agreement shall be terminated subject to repeat inspections and investigations in the future to ensure continued compliance.

FORBEARANCE:

In consideration of the Lessee's execution hereof, the City agrees not to pursue a cause of action predicated upon Chapter 125 of the Civil Practice and Remedies Code, seeking closure for

one year, so long as the City is fully and completely satisfied that the Lessee is in compliance with the terms stated herein. This Agreement relates solely to the abatement of legal proceedings pursuant to Chapter 125, Civil Practice and Remedies Code and does not absolve Lessee from complying with any other applicable law, regulation, or ordinance. The City shall not in any manner be precluded from initiating a cause of action under Chapter 125, Civil Practices and Remedies Code should the City deem it necessary to do so in order to protect the health, welfare, and safety of the community, during or after this Agreement.

FORCE MAJEURE:

Lessee shall not be liable for delays caused by unforeseen conditions or circumstances beyond Owner's reasonable control, provided notice thereof is given to Code Enforcement Officer Andrew Smart as soon as practicable but no later than (3) business days after the start of the event causing the delay. All such conditions preventing performance shall be remedied as soon as possible.

AGREED TO AND SIGNED BY:




For BSRP ENTERPRISES, INC.

Date 08-04-16



For BSRP ENTERPRISES, INC.

Date 08-04-16



Savita Rai
Assistant City Attorney
City of San Antonio

Date 8/4/16



Retail Food Establishment Inspection Report

Date 07/26/2016	Time in 09:00 AM	Time out 11 15 AM	License/Permit # 623077	Est. Type RGRO	Risk Category 2	Page 1 of 2
Purpose of Inspection:		<input type="checkbox"/> 1-Compliance	<input checked="" type="checkbox"/> 2-Routine	<input type="checkbox"/> 3-Field Investigation	<input type="checkbox"/> 4-Visit	<input type="checkbox"/> 5-Other
Establishment Name HANDY STOP			Contact/Owner Name BRSP ENTERPRISE INC		Number of Repeat Violations: 5 Number of Violations COS: 1	
Physical Address: 627 NEW BRNFLS N			City/County: San Antonio	Zip Code: 78202	Phone: (210) 912-0429	Reinspection:
67						
<p>Compliance Status: Out = not in compliance IN = in compliance NO = not observed NA = not applicable COS = corrected on site R = repeat violation Mark the appropriate points in the OUT box for each numbered item Mark ✓ a checkmark in appropriate box for IN, NO, NA, COS Mark an asterisk * in appropriate box for R</p>						
Priority Items (3 Points) violations Require Immediate Corrective Action not to exceed 3 days						
Compliance Status				Compliance Status		
OUT	IN	NO	NA	COS	Employee Health	
			X			12 Management, food employees and conditional employees, knowledge, responsibilities, and reporting
	X					13 Proper use of restriction and exclusion No discharge from eyes, nose, and mouth
			X			14 Hands cleaned and properly washed. Gloves used properly
			X			15 No bare hand contact with ready to eat foods or approved alternate method properly followed (APPROVED Y__ N__)
			X			16 Pasteurized foods used, prohibited food not offered Pasteurized eggs used when required
			X			17 Food additives, approved and properly stored, Washing Fruits & Vegetables
	X					18 Toxic substances properly identified, stored and used
			X			19 Water from approved source, Plumbing installed, proper backflow device
	X					20 Approved Sewage/Wastewater Disposal System, proper disposal
Priority Foundation Items (2 Points) violations Require Corrective Action within 10 days						
Compliance Status				Compliance Status		
OUT	IN	NO	NA	COS	Food Temperature Control/Identification	
	X					21 Person in charge present, demonstration of knowledge, and perform duties/ Certified Food Manager (CFM)
	X					22 Food Handler no unauthorized persons/ personnel
			X			23 Hot and Cold Water available, adequate pressure, safe
	X					24 Required records available (shellstock tags, parasite destruction), Package food labeling
			X			25 Compliance with Variance, Specialized Process, and HACCP plan. Variance obtained for specialized processing methods, manufacturer instructions (APPROVED Y__ N__)
			X			26 Posting of Consumer Advisories, raw or under cooked foods (Disclosure/Reminder Buffet Plate) Allergen Label
			X			27 Proper cooling method used, Equipment Adequate to Maintain Product Temperature
	X					28 Proper Date Marking and disposition
	X					29 Thermometers provided, accurate, and calibrated, Chemical Thermal test strips
			X			30 Food Establishment Permit (Current and Valid, & Posted)
	X					31 Adequate handwashing facilities Accessible and properly supplied, used
	X					32 Food and Non-food Contact surfaces cleanable, properly designed, constructed, and used
	X					33 Warewashing Facilities, installed, maintained, used Service sink or curb cleaning facility provided
Core Items (1 Point) violations Require Corrective Action Not to Exceed 90 Days or Next Inspection, Whichever Comes First						
Compliance Status				Compliance Status		
OUT	IN	NO	NA	COS	Food Identification	
X						34 No Evidence of Insect contamination, rodent/other animals
	X					35 Personal Cleanliness/ eating, drinking or tobacco use
X						36 Wiping Cloths, properly used and stored
	X					37 Environmental contamination
X						38 Approved thawing method
			X			39 Utensils, equipment, & linens, properly used stored, dried, & handled/ In use utensils, properly used
	X					40 Single-service & single-use articles, properly stored and used
			X			41 Original container labeling (Bulk Food)
			X			42 Non-Food Contact surfaces clean
			X			43 Adequate ventilation and lighting, designated areas used
			X			44 Garbage and Refuse properly disposed, facilities maintained
			X			45 Physical facilities installed, maintained, and clean
			X			46 Toilet Facilities, properly constructed, supplied, and clean
			X			47 Other Violations
Received By: (signature)			Print:		Title: Person In Charge/Owner	
Inspected By: <i>Rebecca Vera</i>			Print: Rebecca Vera		Business Email:	

Attachment "A"

Retail Food Establishment Inspection Report

Establishment Name HANDY STOP	67
Physical Address: 627 NEW BRNFLS N	
City/State: San Antonio / TX	
License/Permit # 623077	
Page 2 of 2	

TEMPERATURE OBSERVATIONS

Item/Location	Temp	Item/Location	Temp	Item/Location	Temp

OBSERVATIONS AND CORRECTIVE ACTIONS

Item Number	AN INSPECTION OF YOUR ESTABLISHMENT HAS BEEN MADE. YOUR ATTENTION IS DIRECTED TO THE CONDITIONS OBSERVED AND NOTED BELOW.
7	Remove leaking foods- busted bags of corn meal, foods covered in accumulated dust with use by dates from 2014 showing evidence of distress
10	In use utensils/wares dirty to sight/touch i.e. tongs/scoops for ready to eat self service foods (pickles) and bulk foods (ice) Correct By: 07/29/2016
18	Discontinue using household grade pest control chemicals in food establishment Correct By: 07/29/2016
19	Repair leak sink/faucet that drains on floor (catch bucket) *hand sink in rest room and 3 compartment sink Correct By: 07/29/2016
20	Drains may not drain into hand sink Rice machine drain line
24	Discontinue selling food items not packaged for individual sale *fruit cups/bulk candy bagged into smaller portions (sour belts) Correct By: 08/05/2016
24	Label all packaged food items for sale manufactured on site-refer to State of Texas requirements for labels *bagged ice Correct By: 08/05/2016
28	Commercially prepared RTE/ TCS food must be removed from consumption supply when use by date has expired Correct By: 08/05/2016
29	Place accurate thermometers in all reach in coolers where TCS foods are stored and place thermometers in warmest part of the cooler * walk in thermometer is placed on vent and reach in cooler for milk is missing Correct By: 08/05/2016
31	Supply soap/towels at every hand sink *sink near 3 compartment sink and ice bagging area Correct By: 08/05/2016
31	Hand wash sink must be accessible to ice bagging area *either remove door that separates the sink OR add a hand wash sink in the rear food area (ice machine) Correct By: 08/05/2016
32	Clean inside of ice bin free of mold Correct By: 08/05/2016
32	discontinue using broken/chipped/worn equipment such as ice machine, scoop, storage containers *ice scoop and tongs for self service Items are stored on foil lined broken containers Correct By: 08/05/2016
34	Items that are not used for establishment operations should be maintained and kept clean in order to pest prevent haborage Correct By: 10/24/2016
36	Store all wiping cloths in sanitizing solution *no dry wiping Correct By: 10/24/2016
38	Stored frozen foods must be maintained frozen *frozen sandwich/burritos labeled KEEP FROZEN must be kept frozen i.e. cheeseburgers/burritos Correct By: 10/24/2016
42	Clean all shelving where food is stored *chips/crackers/ice cream racks and shelving in walk in cooler is covered in mold Correct By: 10/24/2016
43	All lights must be shielded or shatterproof bulbs in walk in cooler/over ice bagging area Correct By: 10/24/2016
44	Keep dumpster lids closed Correct By: 10/24/2016
45	Outdoor areas shall be surfaced with concrete, asphalt, or gravel effectively treated to minimize dust, facilitate maintenance and prevent muddy conditions * parking lot has pothole that hold water/mud Correct By: 10/24/2016
45	All walls, floors, ceilings in food preparation area(s) must be smooth, durable and easily cleanable Cut and seal all foam used in food areas replace damaged ceiling tiles over ice bagging area/use only vinyl faced tiles over food and ware washing areas Correct By: 10/24/2016
47	Post hand washing signs at all hand washing sinks used by food employees and shall be clearly visible to food employees Correct By: 10/24/2016
	Remarks DART inspection with SAPD, City attorney, Code

Received By: (signature)	Print:	Title: Person In Charge/Owner
Inspected By: <i>Rebecca Vera</i> (signature)	Print: Rebecca Vera	Samples # collected