

AN ORDINANCE 2010-10-21-0910

AUTHORIZING A LEASE AGREEMENT WITH MPII, INC. D/B/A MISSION PARK FUNERAL CHAPELS AND CEMETERIES FOR SAN JOSE BURIAL PARK FOR A TWENTY-FIVE (25) YEAR TERM COMMENCING ON JANUARY 1, 2011, LOCATED IN COUNCIL DISTRICT 3, AND THE REPEAL OF OUTDATED AND OBSOLETE PROVISIONS OF CHAPTER 7 ARTICLE II OF THE MUNICIPAL CODE.

* * * * *

WHEREAS, since the 1920s the City of San Antonio has operated San Jose Burial Park (SJBP), an 84 acre cemetery located on Mission Road adjacent to Stinson Airport; and

WHEREAS, through the efforts of management staff and 9 full-time employee (FTE) on-site positions, the City sells burial plots, maintains burial records, coordinates funeral activities with families and funeral homes, and prepares and closes plots for burials; and

WHEREAS, an expendable trust fund was established to provide for the maintenance and operations of SJBP with 50% of the revenue from the sale of lots going to a permanent maintenance fund; and

WHEREAS, the permanent maintenance fund is intended to provide for perpetual care of SJBP; and

WHEREAS, in order to increase the quality of service and to contract for industry expert management, staff proposes a long term lease of SJBP with MPII, Inc. ("MPII"); and

WHEREAS, under the terms of this lease agreement, MPII will assume the management, operation and maintenance of SJBP; and

WHEREAS, the term of the lease is 25 years, commencing January 1, 2011; and

WHEREAS, MPII will pay percentage rent to the City in the amount of 40% of burial plot sales and 10% of revenue from services, merchandise and products; and

WHEREAS, the payment of percentage rent for services, merchandise and products will be fully abated in the first year and 50% abated in the second year in consideration of up front costs to be assumed by MPII such as materials and equipment; and

WHEREAS, MPII will offer burial plots during the first lease year comparable to the City's current price structure; and

WHEREAS, in future years, increases to these low cost burial plot options will be in keeping with increases to other higher priced options offered at San Jose Burial Park; and

WHEREAS, as the owner of the property, City will retain ownership and capital improvements will be subject to the approval of City; and

WHEREAS, in addition, the City will retain the permanent maintenance fund, which has a balance of approximately \$2 million; and

WHEREAS, MPII will collect a fee from the sale of each burial plot in an amount consistent with the state established fee that citizens must pay at privately owned perpetual care cemeteries (currently 15%), and this fee will be deposited into the City's permanent maintenance fund; and

WHEREAS, in addition, 20% of the revenue the City receives from MPII under the terms of the lease will be placed in the permanent maintenance fund; and

WHEREAS, a portion of the interest earned from this fund will be available for capital improvement and repair projects agreed to by the parties; and

WHEREAS, the remainder of the lease revenue will be directed toward the enhancement of the City Historic Cemeteries through on going maintenance costs as well as improvement projects; and

WHEREAS, MPII staff will occupy the existing office at San Jose Burial Park and the cemetery will continue to be open for visitors daily from dawn to dusk; and

WHEREAS, seven of the nine FTE positions are currently filled; and

WHEREAS, staff will have an opportunity to interview for positions with MPII or may elect to remain with the City and will be placed in existing vacant positions within the Parks and Recreation Department; and

WHEREAS, chapter 7 Article II of the Municipal Code will be modified to repeal obsolete and outdated provisions related to San Jose Burial Park and the City's Historic Cemeteries, which the Parks and Recreation Department will continue to oversee; and

WHEREAS, this item was presented at the August 18, 2010 City Council FY 2011 budget work session and was endorsed by the Parks and Recreation Board at their July 26, 2010 meeting; and

WHEREAS, this ordinance will implement the City's Reduction in Force (RIF) policy and eliminate 9 positions of which 7 are currently filled. Filled positions classifications impacted by this RIF are listed below: Maintenance Crew Leader II; Equipment Operator; Administrative Associate; and

WHEREAS, employees in these positions will be redirected to vacancies within the Parks and Recreation Department; and

WHEREAS, consistent with the City's RIF Policy, the Human Resources Department identified positions where employees could be redirected. All employee redirections resulted in no loss of current salaries; and

WHEREAS, after this action is approved, transition of impacted employees will be coordinated by Human Resources in a seamless manner; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee is hereby authorized to execute a lease agreement with MPPII, Inc. d/b/a Mission Park Funeral Chapels and Cemeteries for San Jose Burial Park for a twenty-five (25) year term commencing on January 1, 2011. A copy of said lease agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Chapter 7, Article II of the City of Code of the City of San Antonio is hereby amended to read as indicated in **Attachment II** of this ordinance.

SECTION 3. Funds generated by this ordinance will be deposited per the table below:

Amount	General Ledger	Internal Order	Fund
\$104,000.00	4407720	226000000334	29601000
\$26,000.00	4407946	226000000497	29601001
Total Amount: \$130,000.00			

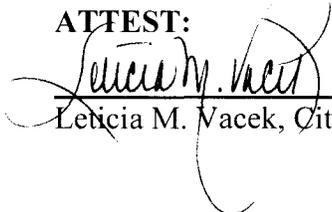
SECTION 4. The financial fiscal allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 21st day of October, 2010.

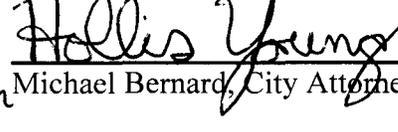

M A Y O R
Julián Castro

ATTEST:

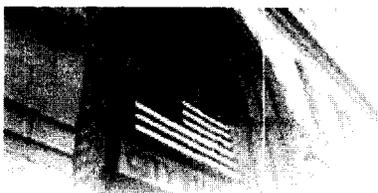


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 14

Name:	7, 8, 11, 12, 13, 14, 15, 20A, 20B, 22, 23, 24, 25, 26, 31						
Date:	10/21/2010						
Time:	09:43:06 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a lease agreement with MPPI, Inc. d/b/a Mission Park Funeral Chapels and Cemeteries for San Jose Burial Park for a twenty-five (25) year term commencing on January 1, 2011, located in Council District 3, and the repeal of outdated and obsolete provisions of Chapter 7 Article II of the Municipal Code. [Sharon De La Garza, Assistant City Manager; Xavier Urrutia, Director, Parks & Recreation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

**LEASE AGREEMENT
SAN JOSE BURIAL PARK**

This Lease Agreement ("Lease") is made and entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation (herein referred to as "City"), acting herein through its City Manager, or her designated representative, pursuant to Ordinance No. _____ passed and approved by the City Council on _____ and MPII, Inc., a Texas Corporation (herein referred to as "Lessee").

1. WITNESSETH

- 1.1 WHEREAS, City desires to maintain its parks and other city-owned properties in the best condition possible while at the same time conserving its resources; and
- 1.2 WHEREAS, City is the owner of San Jose Burial Park located at 8235 Mission Road, and
- 1.3 WHEREAS, City desires that San Jose Burial Park benefit from high quality, professional management and
- 1.4 WHEREAS, Lessee has been in the cemetery business since 1907 and operates Mission Park Funeral Chapels & Burial Park South cemetery which is located adjacent to San Jose Burial Park:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the mutual benefits to City and Lessee and the observance of the terms and conditions set forth hereinafter, the parties hereto agree to the following:

2. DEMISE OF PREMISES

2.1 City, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby lease and accept from City for the term hereinafter set out, the real property owned by the City known as San Jose Burial Park, located at 8235 Mission Road, San Antonio, Texas ("Leased Premises", "Premises", or "San Jose Burial Park"). Said real property and improvements are further described by the legal description in the attached Exhibit A.

3. TERM

3.1 The term of this Lease is for a twenty-five (25) year period beginning on January 1, 2011 ("Commencement Date") and ending on December 31, 2035, unless terminated sooner according to conditions herein.

3.2 So long as Lessee is not then in default of this Lease and subject to the consent of the parties and approval by the City of San Antonio City Council through the passage of an ordinance, this Lease may be extended for an additional twenty-five (25) year term, to begin immediately following the initial twenty-five (25) year term. The terms and provisions for the renewal term will be agreed to by the parties and may differ from the terms and provisions during the initial term of the Lease Agreement.

4. USE

4.1 The Leased Premises are herein leased to Lessee for the operation of a cemetery for human remains and other activities incidental or compatible to a cemetery, and for no other purpose.

4.2 Lessee agrees not to use the Leased Premises or any building situated upon said Leased Premises, or any part thereof, for any purpose which violates any valid and applicable law, regulation, or ordinance of the United States, State of Texas, or City of San Antonio.

4.3 Lessee shall have administrative staff available to assist San Jose Burial Park customers at San Jose Burial Park's main building at all times from 8:00 AM to 5:00 PM each Monday through Friday, excluding Mission Park Funeral Chapels and Cemeteries holiday closures. Lessee shall have the gates to the cemetery grounds open daily from dawn to dusk.

4.4 Lessee shall at all times during the term of this Lease operate the Leased Premises under the name *San Jose Burial Park*.

4.5 Lessee shall at all times operate the Leased Premises in accordance with all applicable laws, statutes, ordinances and other regulations, including but not limited to the State of Texas Health and Safety Code, City of San Antonio Municipal Codes, including but not limited to Chapter 7 Article 1, and City of San Antonio Ordinances.

4.6 Lessee and any Subcontractors are responsible for all damage or loss to their own equipment.

5. ACCEPTANCE AND CONDITION OF PREMISES

5.1 Lessee has had full opportunity to examine the Leased Premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. Lessee's taking possession of the Leased Premises shall be conclusive evidence of Lessee's acceptance thereof in good order and satisfactory condition, and Lessee hereby accepts the Leased Premises in its present AS IS, WHERE IS, WITH ALL FAULTS CONDITION as suitable for the purpose for which leased. Lessee accepts the Leased Premises with the full knowledge, understanding and agreement that City disclaims any warranty of suitability for Lessee's intended commercial purposes.

5.2 Lessee agrees that no representations respecting the condition of the Leased Premises, and no promises to decorate, alter, repair, or improve the Leased Premises, either before or after the execution hereof, have been made by City or its agents to Lessee unless the same are contained herein or made a part hereof by specific reference herein

6. CONSIDERATION TO CITY

6.1 Lessee shall pay City the percentage of Gross Revenue shown below ("Percentage Rent"). Gross Revenue shall be defined as all revenue received by Lessee related to San Jose Burial Park, excluding only required taxes and merchandise or services which are refunded to Lessee's customer. Lease Year is defined as the twelve month period beginning with the Commencement Date, or anniversary of the Commencement Date.

6.1.1 40% of Gross Revenue associated with the sale of land for burial plots, including single and double depth,

6.1.2 25% of Gross Revenue associated with the sale of spaces in mausoleum structures, except as outlined below in 6.2 and

6.1.2 A percentage of Gross Revenue associated with the sale of products, merchandise and services, as follows:

6.1.2.1 Year 1 0%

6.1.2.2 Year 2 5%

6.1.2.3 Year 3 and beyond 10%

6.2 Lessee shall have the right, but not the obligation, to construct one or more mausoleum structures within the Premises, at Lessee’s sole cost. If Lessee elects to do so, the 25% of Gross revenue payment to City associated with the sale of space in the mausoleum, as outlined in 6.1.2 above, shall be delayed as follows. City shall receive 10% and Lessee shall retain 90% of the Gross Revenue until such time as Lessee has recouped their mausoleum construction costs. Once this has occurred, the City shall receive 25% of the Gross Revenue.

6.3 Based on the schedule outlined below, Lessee shall provide to City a report of Gross Sales on a quarterly basis (“Quarterly Percentage Rent Report”). The Quarterly Percentage Rent Report shall be in a form approved by City, in sufficient detail as may be required by City, and provide information regarding all Gross Revenue, broken down by categories. The Quarterly Percentage Rent Report shall be accompanied by the appropriate payment to City for that quarter (“Quarterly Payment”). The Quarterly Percentage Rent Reports and Quarterly Payments shall be due on the dates and for the following periods of each year of this Agreement. In the event that the Commencement Date of this Lease Agreement does not coincide with the beginning of a reporting period, or the Lease Agreement terminates at a date that does not coincide with the end of a reporting period, as shown below, those Quarterly Reports shall reflect a shorter reporting period.

<u>Reporting Period</u>	<u>Date Report and Payment due to City</u>
January, February, March	May 1
April, May, June	August 1
July, August, September	November 1
October, November, December	February 1

6.4 The Quarterly Percentage Rent Report and a copy of the check for the Percentage Rent payment will be sent to:

City of San Antonio
 P O Box 839966
 San Antonio TX 78283

Attn: Parks and Recreation Department, Contract Services Division

6.5 A copy of the Quarterly Percentage Rent Report and the Percentage Rent check will be sent to:

City of San Antonio
 P O Box 839966
 San Antonio TX 78283

Attn: Treasury Division, Central Billing Section

6.6 In the event that this Lease terminates prior to the end of the initial term or within a Quarterly Percentage Rent Reporting Period, Lessee shall provide the Quarterly Percentage Rent Report and Quarterly Payment to City within ten (10) days following the termination date so that City shall have all records and payments up to and including the termination date.

6.7 On or before April 1 of each year, Lessee shall provide to City an annual financial statement ("Annual Financial Statement") for the year ending December 31, reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Accounting Principals. In addition, Lessee shall furnish to City, along with the Annual Financial Statement, a reconciliation of Gross Revenue reported in the Annual Financial Statement to the total Gross Revenue for the same period, on which compensation to the City was calculated. Such reconciliation should account for all differences between revenue and Gross Revenue reported to the City during the same contract period. If additional payment is due to City based on the results of this reconciliation, that payment will be provided with the Annual Financial Statement. If the reconciliation indicates that an overpayment has been made to the City, City shall reimburse Lessee for the amount of such overpayment. If requested by City, Lessee will provide a copy of the most recent audited financial statement for MPII.

6.8 Lessee shall maintain in the City of San Antonio, Texas, all books, information, and records fully and accurately reflecting its operations in accordance with an accepted basis of accounting standards consistently applied. All such books, information, and records, together with any other documentation necessary for verification of Lessee's compliance with the terms of this Agreement, shall be preserved in Bexar County, Texas, for at least five (5) years and shall be made available to City, upon request. City, at its sole cost and expense, shall have the right as often as may be reasonably necessary to conduct an audit, examine and make copies, excerpts, or transcripts from said books, information, records, and documentation.

7. CEMETERY TRUST FUND

7.1 City shall retain all principal and accrued interest in its cemetery trust fund ("Cemetery Trust Fund") and, except as provided herein, Lessee shall not receive or have use of any principal or interest in that account.

7.2 During the first Lease Year, City shall retain \$25,000 of the interest earned from the principal balance in the Cemetery Trust Fund for the purpose of funding future capital repair and maintenance improvements within the Premises ("Reserved Interest"), as outlined in 7.3 below. Beginning in the second Lease Year and each subsequent Lease Year, an additional \$500

will be added to the Reserved Interest for the previous year (for example, the Reserved Interest in the second Lease Year will be \$25,500 and \$26,000 in the third Lease Year). In the event that the interest earned by City in any Lease Year is less than \$25,000, adjusted annually as described above, the entire amount of interest earned for that Lease Year will be considered Reserved Interest. Reserved Interest shall accumulate until such time as it is utilized for reimbursement, as outlined in 7.3 below.

7.3 If Lessee desires to fund, or partially fund, a capital repair or capital improvement within the Premises, Lessee shall provide City with a proposal containing a description of the desired capital repair or capital improvement, along with an estimated cost and estimated timeline for completion. Use of the Reserved Interest for the requested improvement and/or repair shall be subject to the approval of City, through the Director of Parks and Recreation, such approval not to be unreasonably withheld. If approved, Lessee shall pay for the capital repair or capital improvement and submit to City copies of paid invoices and City shall reimburse Lessee for all approved costs, subject to the available Reserved Interest.

7.4 Any Reserved Interest remaining at the termination of this Agreement will be the property of City.

8. SALE OF BURIAL PLOTS AND SERVICES

8.1 City has presold certain plots within the Leased Premises, as further described in this Section. Approximately 3300 plots have been presold with the purchase price paid in full and have not yet been used for burial ("Presold Lots"). Within ten (10) days following the commencement of this Lease, City shall provide to Lessee a list of the Presold Plots indicating the purchaser, and lot number.

8.2 Lessee hereby agrees to honor the sales of the Presold Lots and shall be precluded from charging any additional plot sale price or other required fees for these lots. Lessee shall have the right to charge for costs associated with burial in those lots as well as other services and merchandise selected by the lot owner at no more than the established rates for those services and merchandise.

8.3 Lessee shall have the right to market and sell all services and merchandise for San Jose Burial Park that are appropriate for San Jose Burial Park and consistent with similar cemeteries. Lessee shall at all times during the term of this Lease offer a low cost burial plot option for customers in various areas in the Premises. The price of the low cost option shall not exceed \$800 for a single burial during the first year of the Lease term. It may be increased in future years with similar incremental increases as are established by Lessee for other higher cost options at San Jose Burial Park; however, prior to implementing any increase to the low cost option, Lessee shall demonstrate to the satisfaction of the City that the proposed increase is similar to increases for higher cost options. On or before January 1 of each year of the term of this Lease, Lessee shall provide to City the price list for San Jose Burial Park.

8.4 Lessee shall ensure that each in ground burial, with the exception of the burial of cremains, includes the use of a grave liner.

8.5 In addition to the Quarterly Financial Report described in Sections 6 above, Lessee shall provide to City a Quarterly Plot Report ("Quarterly Plot Report") on the dates and for the following periods of each year of this Agreement. The Quarterly Plot Report shall be in a

form approved by City and provide information on all plots sold as well as all plots in which burials have taken place, with each plot identified by Block/Section/Lot/Grave number. With regard to plots sold, the following information should be provided: plot owner, plot owner contact information, purchaser (if different from lot owner), purchaser contact information, date sold, and sales price, and be accompanied with a copy of the sales contract or conveyance document/deed. With regard to plots in which burials have taken place, the following information should be provided in addition to the information provided for plots sold: deceased name, date of birth, date of death, last known address, date of burial, lot owner (if different from deceased), funeral home, copy of death certificate, and burial description information, including any relevant burial information (e.g., oversized, regular depth, double depth, type of container).

<u>Reporting Period</u>	<u>Date Report and Payment due to City</u>
January, February, March	May 1
April, May, June	August 1
July, August, September	November 1
October, November, December	February 1

8.6 In the event that this Lease terminates prior to the end of the initial term or within a Reporting Period, Lessee shall provide the Quarterly Plot Report to City within ten (10) days following the termination date so that City shall have all records regarding plot sales and burials up to and including the termination date.

8.7 Lessee shall provide a deed or other conveyance document to each customer for burial plots at the time of sale.

8.8 City shall have the right from time to time to develop and implement a customer service survey for customers of Lessee at San Jose Burial Park. The survey shall be developed, distributed, and data collected at City's expense. City will utilize information contained in the Quarterly Lot Report for purposes of distributing the survey.

9. BURIAL RECORDS

9.1 City shall provide to Lessee all burial records in City's possession on the Commencement Date of this Lease ("Transferred Records"), with the exception of several historic books that City has restored or plans to restore. Lessee agrees to maintain all Transferred Records in good and accurate condition. Lessee shall have the right, but not the obligation, to develop and maintain a database or other method of recordkeeping for burial records, both in the past and in the future, but Lessee must retain all transferred burial records during the term of this Lease or transfer them to the City, as may be agreed by City and Lessee.

9.2 Upon the termination of this Lease, Lessee shall return to City all burial records, which shall include the Transferred Records and all burial records created by Lessee during the term of the Lease.

9.3 Lessee shall be responsible for assisting citizens with inquiries regarding the location of existing graves within the Premises. If such an inquiry is received by City, City will refer the inquiring party to Lessee. If the inquiry comes to City in the form of an open records

request, Lessee shall work cooperatively with City to provide responsive information in a complete and timely manner and Lessee agrees to provide copies of requested records.

10. EMPLOYMENT

10.1 Lessee shall provide an opportunity to all staff employed by City at San Jose Burial Park as of October 1, 2010 to interview for employment with Lessee but Lessee shall not be obligated to offer employment to any City employees.

10.2 City will allow Lessee and its employees to observe City San Jose Burial Park employees at work during the month preceding the Commencement Date for the purpose of learning about the operations of San Jose Burial Park. Lessee and Lessee's employees will not unreasonably interfere with the operations of San Jose Burial Park during any periods of observation.

10.3 In the event Lessee is not able to fully assume operational and maintenance responsibilities on the Commencement Date, subject to the approval of City and Lessee, some or all of City's employees may continue to provide operational and maintenance support at City's cost for a period not to exceed thirty (30) days.

11. FURNITURE, FIXTURES, AND EQUIPMENT

11.1 Lessee shall be responsible for providing all furniture, fixtures, and equipment (FF&E) necessary to maintain and operate San Jose Burial Park, including the main building. The above notwithstanding, City shall provide to Lessee all filing cabinets containing burial records. In addition, City shall convey to Lessee all lowering devices being utilized by City at the Commencement Date and Lessee hereby agrees to accept such lowering devices in an as-is, where is condition and with all faults and City specifically disclaims any warranty.

12. MAINTENANCE AND UTILITIES

12.1 Lessee, at its sole cost and expense, shall be responsible for operating and maintaining the Leased Premises and improvements: a) in good, safe, clean, and attractive condition; and b) in a condition that is consistent with other similar cemeteries in San Antonio. Lessee shall provide a proposed maintenance plan ("Maintenance Plan") to the City within ninety (90) days after the Commencement Date detailing a plan for maintenance of the grounds and improvements, including both routine maintenance activities as well as periodic non-routine maintenance activities. The Maintenance Plan will be subject to the review and approval of the City, through the Parks and Recreation Director. At any time during the term of this Agreement, if City determines, in City's discretion, that the level of maintenance at the Leased Premises is not in a good, safe, clean and attractive condition that is consistent with other similar cemeteries in San Antonio or not in compliance with the Maintenance Plan, City will notify Lessee of the maintenance deficiency. If Lessee does not resolve the maintenance deficiency within ten (10) days of receipt of notice from the City, City shall have the right to resolve the maintenance deficiency at City's cost and Lessee will be required to reimburse City for all associated costs, including labor and material, within fifteen (15) days following receipt from City of a request for reimbursement. City shall have no responsibility for, nor incur costs associated with, the

operation or maintenance of the Leased Premises. City shall have the right at reasonable times to make inspections of the Leased Premises and to insure that the maintenance is in accordance with the provisions of this Lease.

12.2 Lessee, at its sole cost and expense, shall provide and pay for all utilities serving the Leased Premises from the Commencement Date and throughout the term of this Lease. Lessee shall provide for and pay directly to the utility companies, all utility company connection charges, including but not limited to, the cost of installing separate electrical and water meters, telephone lines and connections and all charges incurred for heat, gas, electricity, water sewer, garbage collection, telephone or any other utility services used in or on the Leased Premises. In addition, Lessee shall furnish and pay for all gas, water, electricity, sewer, cable TV or other utilities, if any, which may be necessary for its operations as authorized herein on the Leased Premises. Lessee further agrees to pay all monthly charges associated with effective maintenance of said operation. Should connection or reconnection of any utility become necessary, Lessee agrees to pay any expenses therefore, unless the same is caused by any acts undertaken by City. To the extent possible with existing irrigation systems or with systems installed during the term of this Agreement, Lessee agrees to provide adequate irrigation to maintain the Premises in good condition; provided, however, during any time that the Edwards Aquifer Authority or San Antonio Water System (SAWS) has deemed that water restrictions, based on the Aquifer Management Plan, are required, Lessee agrees to follow and comply with the posted water restrictions, as may be modified from time to time, subject to applicable authorized exceptions or exemptions.

13. PLAN APPROVAL AND CONSTRUCTION

13.1 Lessee may not, without the prior written approval of City, construct, or allow to be constructed, any permanent improvements of a material nature to the Leased Premises or make or allow to be made any permanent alternations to the structures within the Leased Premises ("Improvements") without the prior written approval of: a) the Director of Parks and Recreation or his designee, b) any necessary departments, boards and/or commissions of the City, including, but not limited to, Historic and Design Review Commission, and c) all other approvals required and necessary, including, but not limited to, the Texas Historic Commission. All required permits and licenses shall be the responsibility of Lessee costs and Lessee shall not commence any Improvements until all necessary and required permits and approvals have been secured.

13.2 The approval by the City of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural plan for the Leased Premises and such approval shall not be withheld unreasonably or delayed. Such plans and specifications are not approved for architectural or engineering design and the City, by approving such plans and specifications, assumes no liability or responsibility therefore or for any defect in any structure constructed from such plans and specifications.

13.3 It is expressly understood and agreed that any and all machinery, equipment, and items of personal property of whatever nature owned by the Lessee and at any time placed or maintained by the Lessee on any part of the Leased Premises shall be and remain the property of the Lessee; provided, however, that all Improvements constructed and all attached fixtures,

alterations, additions, or improvements made upon the Leased Premises shall become the property of the City from and after the time that such improvements are made and shall remain the property of the City after the termination of this Lease.

13.4 City shall not be responsible or liable for, and Lessee covenants that will not bind or attempt to bind, the City for payment of any money in connection with any Improvements to the Leased Premises.

13.5 During any periods of time that Improvements are occurring within the Leased Premises, Lessee's contractors will be required to secure Builder's Risk insurance and provide City with a certificate of insurance evidencing such coverage.

13.6 City shall not have any responsibility for making any capital repairs or capital improvements to the Leased Premises.

14. TAXES AND LICENSES

14.1 Lessee shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees which are now or may hereafter be levied upon the Leased Premises, or upon Lessee, or upon the business conducted on the Leased Premises, or upon any of Lessee's property used in connection therewith; and shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Lessee. Failure to comply with the foregoing provisions shall constitute grounds for termination of this Lease by the City.

15. ASSIGNMENT AND SUBLETTING

15.1 Lessee shall not assign this Lease Agreement, or allow same to be assigned by operation of law or otherwise, or sublet/subcontract the Leased Premises or any part thereof without the prior written consent of City which may be given only by or pursuant to an ordinance enacted by the City Council of San Antonio, Texas. Any assignment or subletting by Lessee without such permission shall constitute grounds for termination of this Lease by the City.

15.2 Without the prior written consent of Lessee, City shall have the right to transfer and assign, in whole or in part, any of its rights and obligations under this Lease Agreement and in the property referred to herein; and, to the extent that such assignee assumes City's obligations hereunder, City shall, by virtue of such assignment, be released from such obligation.

15.3 The receipt by the City of consideration from an assignee, or occupant of the Leased Premises shall not be deemed a waiver of the covenant in this Lease against assignment, and/or an acceptance of the assignee, or occupant as a Lessee, or a release of the Lessee from further observance or performance by the Lessee of the covenants contained in this Lease. No provision of this Lease shall be deemed to have been waived by the City unless such waiver is in writing and signed by the City.

16. LIENS PROHIBITED

16.1 The Lessee shall not suffer or permit any mechanics liens or other liens to be filed against the fee title of the Leased Premises or any buildings or improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been

supplied to the Lessee or to anyone holding the Leased Premises or any part thereof through or under the Lessee.

16.2 If any mechanics' liens or materialmen's liens shall be recorded against the Leased Premises, or any improvements thereon, the Lessee shall cause the same to be removed within thirty (30) days after such liens are recorded, or, in the alternative, if the Lessee in good faith desires to contest the same, the Lessee shall be privileged to do so, but in such case, the Lessee hereby agrees to indemnify and save the City harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and removed prior to the execution of such judgment, such damages to include all costs of court and attorneys' fees.

17. INDEMNIFICATION

17.1 Lessee covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of resulting from or related to Lessee's activities under this Lease, including any acts or omissions of Lessee, any agent, officer, director, representative, employee, consultant or subcontractor of Lessee, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Lease. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LESSEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

17.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Lessee shall advise the City in writing within 24 hours of any claim or demand against the City or Lessee known to Lessee related to or arising out of Lessee's activities under this Lease and shall see to the investigation and defense of such claim or demand at Lessee's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Lessee of any of its obligations under this paragraph.

18. INSURANCE REQUIREMENTS

18.1 Prior to the commencement of any work under this Lease, Lessee shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Parks and Recreation Department, which shall be clearly labeled "San Jose Burial Park"

in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Lease until such certificate and endorsements have been received and approved by the City's Parks and Recreation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

18.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Lease. In no instance will City allow modification whereupon City may incur increased risk.

18.3 Lessee's financial integrity is of interest to the City; therefore, subject to Lessee's right to maintain reasonable deductibles in such amounts as are approved by the City, Lessee shall obtain and maintain in full force and effect for the duration of this Lease, and any extension hereof, at Lessee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNT
1. Workers' Compensation and Employers Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Broad Form Commercial General Liability Insurance to include coverage for the following:	\$1,000,000 per occurrence \$2,000,000 general aggregate or its equivalent in umbrella or excess liability coverage
a. Premises/Operations	
b. Independent Contractors	
c. Broad Form Contractual Liability	
d. Products/completed operations	
e. Personal Injury	
3. Comprehensive Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of
a. Owned/Leased Vehicles	\$1,000,000 per occurrence or its equivalent
b. Non-owned Vehicles	
c. Hired Vehicles	

18.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms,

conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Lessee shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Lessee shall pay any costs incurred resulting from said changes.

City of San Antonio Attn: Parks and Recreation Department

P.O. Box 839966

San Antonio, Texas 78283-3966

18.5 Lessee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:

- A. Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- B. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- C. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
- D. Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

18.6 Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

18.7 In addition to any other remedies the City may have upon Lessee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Lessee to stop work hereunder, and/or withhold any payment(s) which become due to Lessee hereunder until Lessee demonstrates compliance with the requirements hereof.

18.8 Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractors' performance of the work covered under this Lease.

18.9 It is agreed that Lessee's insurance shall be deemed primary and non-contributory

with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this contract.

18.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Lease.

18.11 Lessee and any Sublessees are responsible for all damage to their own equipment and/or property.

19. DEFAULT AND REMEDIES

19.1 The following events shall be deemed to be events of default by Lessee under this Lease:

A. Lessee, or its assigns, sublessees, or successors in interest, shall cease to exist;

B. Lessee shall fail to pay to the City any money due and owing as provided for in this Lease and such failure shall continue for a period of ten (10) days.

C. Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee, unless Lessee has undertaken to effect such cure within such thirty (30) day period and is diligently prosecuting the same to completion.

D. Lessee initiates any construction or improvement(s) without prior written approval of City.

19.2 Upon the occurrence of an event of default as heretofore provided and after compliance with the procedures set forth herein, the City may declare this Lease and all rights and interests created by it to be terminated, may seek any and all damages occasioned by the Lessee's default hereunder, or may seek any other remedies available at law or in equity.

19.3 Upon the City's election to terminate this Lease, the City, its agent or attorney, may take possession of the Leased Premises and Lessee shall make good any deficiency. Any termination of this Lease as herein provided shall not relieve the Lessee from the payment of any sum or sums that shall then be due and payable to the City hereunder, or any claim for damages then or theretofore accruing against Lessee hereunder, and any such termination shall not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from Lessee or any default thereunder. All rights, options and remedies of the City contained in this Lease shall be construed and held to be cumulative and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or at equity, whether or not stated in this Lease. No waiver by the City of a breach of any of the covenants, conditions, or restrictions of this Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

19.4 Lessee shall have the right, within thirty (30) days after the termination of this Lease, whether such termination be by the expiration of the term or an earlier termination under any provision of this Lease, to remove from the Leased Premises all of its furniture, fixtures, equipment and furnishings and other property which are not the property of the City and have not

become the property of the City as herein provided or by attachment to the Leased Premise, and with respect to any damage caused thereby, it shall have the obligation to restore the Leased Premises to its condition prior to such removal, and provided that, if any of Lessee's property remains in or on the Leased Premises after ninety (90) days following termination of this Lease and no renewal agreement has been executed, such property as remains thereon shall be deemed to have become the property of the City and may be disposed of as the City sees fit, without liability to account to Lessee for the proceeds of any sale thereof.

20. SIGNS

20.1 Lessee shall not construct or erect signs on or about the Leased Premises without the prior written consent of the Director, Parks and Recreation Department, or his designee.

21. RELATIONSHIP OF PARTIES

21.1 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationships between the parties hereto other than that of landlord and Lessee.

22. SEPARABILITY

22.1 If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. NOTICES

23.1 Notices to City required or appropriate under this Lease shall be deemed sufficient if in writing and mailed, Registered or Certified mail, Postage Prepaid, or hand delivered, addressed to:

City of San Antonio
Department of Parks and Recreation
Contract Services Division
114 West Commerce
San Antonio, Texas 78205

City of San Antonio
City Clerk's Office
City Hall-Second Floor
P.O. Box 839966
San Antonio, Texas 78283-3966

or to such other address as may have been designated in writing by City from time to time.

Notices to Lessee shall be deemed sufficient if in writing and mailed, Registered or Certified mail, Postage Prepaid, or hand delivered, addressed to:

MPII, Inc.
Administrative Offices
23645 Hwy 281 North
San Antonio, Texas 78258

Or at such other address as Lessee may provide from time to time in writing to City.

24. ENTIRE AGREEMENT/AMENDMENT

24.1 This Lease, together with its attachments and the authorizing ordinance or ordinances, in writing, constitutes the entire agreement between the parties, any other written or parole agreement with City being expressly waived by Lessee. No amendment, modification or alteration of the terms of this Lease shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance.

25. TEXAS LAW TO APPLY

25.1 THIS LEASE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

26. GENDER

26.1 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

27. PARTIES BOUND

27.1 If there shall be more than one party designated as Lessee in this Lease, they shall each be bound jointly and severally hereunder.

27.2 The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto; their respective heirs, legal representatives, successors, and such assigns as have been approved by City.

28. CAPTIONS

28.1 The captions contained in this Lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Lease.

29. CONFLICT OF INTEREST

29.1 Lessee acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined therein, 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, material, supplies, or services, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee, or his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market values of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

29.2 Lessee warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City or any of its agencies such as City owned utilities.

30. AUTHORITY

30.1 The signer of this Lease for Lessee hereby represents and warrants that he or she has full authority to execute this Lease on behalf of Lessee.

LESSOR:

**CITY OF SAN ANTONIO,
A Texas Municipal Corporation**

By: _____
Sheryl Sculley, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

LESSEE:

**MPII, Inc.
A Texas Corporation**

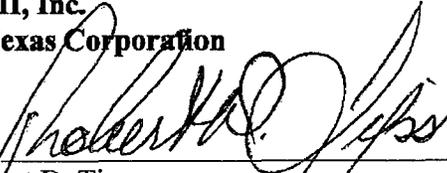
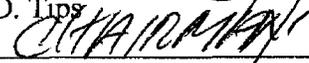
By:  _____
Robert D. Tips
Title:  _____

EXHIBIT A
LEGAL DESCRIPTION

**DESCRIPTION OF A 83.71 TRACT
San Jose Burial Park**

Being the remaining 83.71 acres out of a 224.3-acre tract as conveyed unto the City of San Antonio in Volume 145, Page 278 of the Deed Records of Bexar County, Texas on September 9, 1895. Said tract being the remaining portion of a 130-acre tract creating the San Jose Burial Park by City Ordinance OG-42 on August 6, 1923. Said 83.71 acres being out of New City Block 7464 and the Manuel Seal Survey No. 30 and being more particularly described by metes and bounds as follows;

COMMENCING at a found concrete highway monument at the cutback corner of March Ave. formally known as Cemetery Road (variable width ROW 50' min') and Roosevelt Ave. aka State 66, U.S. 281 (120' ROW) N.89°30'26"E. a distance of 639.02 to a point at the southeast corner of Lot 6, N.C.B. 11176 out of Tract 4 Pyron Homestead Subdivision as recorded in Volume 3263, Page 374 of the Deed Records of Bexar County, Texas;

THENCE N.00°28'42"W., a distance of 18.00 to a found ½" iron rod at the southwest corner of a 1.975 acre tract out of Lot 21, N.C.B. 11176, as recorded in Volume 10566, Page 1508 of the Real Property Records of Bexar County, Texas;

THENCE N.89°31'18"W., a distance of 148.31 to a found ½" iron rod at the southeast corner of said 1.975 acre tract and continuing an additional distance of 94.36 to a point;

THENCE S.00°28'42"W. a distance of 68.00 feet to a set ½" iron rod on the southern right-of-way line of said March Ave. for the northwest corner and **POINT OF BEGINNING** of this herein described tract;

THENCE N.89°31'18"E., a distance of 1850.22 feet continuing along said March Ave to a set ½" iron rod at the intersection of said March Ave. and Mission Road formally known as San Juan Road (60' ROW) for the northeast corner of this herein described tract;

THENCE S.06°01'42"E., a distance of 1789.00 feet departing said March Ave ROW and with the western ROW of said Mission Road to a set ½" iron rod at the intersection of 99th Street (no information found as to its dedication as a public ROW, but having been part of Stinson Field Airport since it was a Military Facility back in World War II) and said March Ave. at the calculated corner of Stinson Municipal Airport Subdivision, Unit 2, as recorded in Volume 9554, Page 26 of the Deed and Plat Records of Bexar County, Texas for the southeast corner of this herein described tract;

THENCE S.28°19'47"W., a distance of 371.71 feet with the northern line of said 99th Street and said Stinson Municipal Airport Subdivision, Unit 2 S.28°19'47"W., a distance of 371.71 feet to a set ½" iron rod for a point of curvature to the right;

THENCE with said curve to the right having a radius of 416.36 feet, an arc length of 269.96 feet, a delta angle of 37°08'58" and a chord bearing and distance of S.46°06'07"W. a distance of 265.26 feet to a set ½" iron rod for a point of tangency;

September 1, 2006
Job No. 06-109-S

THENCE S.64°40'36"E., a distance of 219.33 feet to a set ½" iron rod for a point of curvature to the left;

THENCE with said curve to the left having a radius of 280.94 feet, an arc length of 99.70 feet, a delta angle of 20°19'59" and a chord bearing and distance of S.54°36'50"W. a distance of 99.18 feet to a set ½" iron rod for a point of tangency;

THENCE S.44°26'50"W., a distance of 425.38 feet set ½" iron rod at a point of curvature to the right;

THENCE with said curve to the right having a radius of 221.45 feet, an arc length of 198.56 feet, a delta angle of 51°22'22" and a chord bearing and distance of S.69°57'31"W. a distance of 191.97 feet to a set ½" iron rod at the intersection of said 99th Street and Echo Street (60' ROW) for the southwest corner of this herein described tract;

THENCE N.15°01'20"W., a distance of 2568.89 feet continuing along the eastern ROW of said Echo Street to a set ½" iron rod at the intersection of said Echo Street and 91st St. (60' ROW) for an interior corner of this herein described tract;

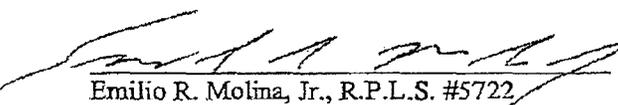
THENCE S.82°15'09"W., a distance of 221.27 feet to a set ½" iron rod at the intersection of said 91st St. and Damon St. (50' ROW) for an exterior corner of this herein described tract;

THENCE N.04°39'51"W., a distance of 345.36 feet to the POINT OF BEGINNING and containing 83.71 acres (3,646,225 Sq. Ft.) more or less.

The basis of bearing recited herein is deed of 1.973 acres out of Lot 21, N.C.B. 11176 described in Volume 10566, Page 1508, Real Property Records of Bexar County, Texas.

This description was prepared for a survey made on the ground by employees of Unintech Consulting Engineers, Inc. There is an exhibit with like job number and date.




Emilio R. Molina, Jr., R.P.L.S. #5722

**Revised Municipal Code
Chapter 7
Article II**

Article II- Historic City Cemeteries

7.26 Definitions:

Historic City Cemeteries shall mean the following cemeteries owned by the City of San Antonio: City Cemetery #1, City Cemetery #2, City Cemetery #3, City Cemetery #4, City Cemetery #5, City Cemetery # 6, Knights of Pythias, Independent Order of Odd Fellows, and Dignowity. In addition, the following cemeteries under the possession and control of the City of San Antonio are considered Historic City Cemeteries: St. Elmo Lodge, Beacon Light Masonic, United Brothers of Friendship, Grand United Order of Odd Fellows, and San Antonio Lodge #1, as well as any other cemeteries which come into the possession and control of the City through a lack of maintenance on the part of the cemetery owners, The Department of Parks and Recreation shall maintain an official list of Historic Eastside Cemeteries.

7.27 Oversight

The Department of Parks and Recreation provides oversight for the maintenance and operation of the Historic City Cemeteries and has the right to adopt rules, regulations and restrictions from time to time as necessary.

7.28 Hours

The Historic City Cemeteries are open daily from dawn to dusk.

7.29 Burials

No family plots or individual grave sites will be sold by the City of San Antonio.

An owner of a family plot or individual grave may request from the City of San Antonio permission to bury human remains in the Historic City Cemeteries. The owner must provide documentation to the City, in a form and content acceptable to City, evidencing ownership and the consent of all persons with an ownership right, to the requested burial. In the event the documentation supports a claim of ownership but initial digging reveals that the gravesite already contains human remains, the claim shall be denied and the owner shall not be allowed to bury the human remains.

The owner is responsible for providing information to the City regarding the deceased; including but not limited to, name, date of birth, date of death, planned date of burial,

name of funeral home, a copy of the Report of Death certificate, and other burial information requested by City.

The owner is responsible for contracting for the burial of the deceased with one or more entities that hold all required licensed and/or certifications. The owner is also responsible for contracting for all other desired services, including tents, chairs, monuments and foundations. Burials may occur any time the cemetery is open. The owner is responsible for all costs associated with the burial.

7.30 Disinterments

Disinterments must be made at such time and in the manner directed by City, work is to be performed by an entity that holds all required licensed and/or certifications, and in compliance with all applicable laws, ordinances and requirements of the state, county and city.

7.31 Cemetery Maintenance

City shall be responsible for mowing, trimming, tree maintenance at its discretion and other routine maintenance at the Historic City Cemeteries. This includes, but is not limited to, tree or shrub removal or pruning. Grave owners, heirs, or family members shall also have the right to provide maintenance services at their property, if they elect to do so; however, this excludes the planting of any trees or shrubs.

Decorations are permitted but City at its discretion shall have the right to remove any floral or plant materials that are dead or wilted.

The Director of the Department of Parks and Recreation shall have full authority to adopt any other rules and regulations necessary for the proper functioning of the Historic City Cemeteries.

7.32 Burial Records

City is responsible for maintaining burial records in its possession and will provide information regarding the location of graves based on those records.