

## RESOLUTION 25-R-053

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT AMENDMENT WITH MALDONADO NURSERY & LANDSCAPING FOR MOWING AND LANDSCAPE MAINTENANCE OF MEDIANS, PARKWAYS, ALLEYWAYS, EASEMENTS, RIGHT-OF-WAYS, AND PUBLIC GROUNDS.**

**WHEREAS**, the City of Schertz (the “City”) has determined that the City requires landscape maintenance of medians, parkways, alleyways, easements, right-of-ways, and public grounds; and

**WHEREAS**, City staff is performed an extensive Request for Proposals process in 2022 that ranked companies based on experience and references, equipment and resources, cost proposal, and operation plans; and

**WHEREAS**, City staff has previously determined Maldonado Nursery & Landscaping is qualified to provide such services for the City and previously awarded a contract via Resolution 23-R-08; and

**WHEREAS**, the City of Schertz has a policy to seek authorization for purchases in excess of \$50,000 with a single vendor; and

**WHEREAS**, the City of Schertz will amend the current contract to add properties detailed in the attached amendment (Exhibit A).

### **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the contract amendment with Maldonado Nursery & Landscaping substantially as attached hereto as Exhibit A adding mowing and landscape maintenance of medians, parkways, alleyways, easements, right-of-ways and public grounds, with a new total not-to-exceed contract amount of \$350,000 per fiscal year.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

**EXHIBIT A**

CONTRACT AMENDMENT #2 WITH MALDONADO NURSERY & LANDSCAPING

**AMENDMENT TWO**

This Amendment is made to that Service Agreement previously executed by and between the CITY OF SCHERTZ, TEXAS ("City") and Maldonado Nursery & Landscaping ("Contractor") on March 2, 2023.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Attachment One (Contract Properties) will be amended to include the following additional City locations:

Campuses

Property	Location	Price Per Service	Cycles	Extended Price
Public Works, Parks, Fleet, & Engineering Complex	Commercial Place	\$244.68	48**	\$11,744.64

Both parties understand and agree that services at Commercial Place may be discontinued as of 30 September 2025 due to budgetary restrictions. The City will notify the vendor in writing to confirm whether services for properties located on Commercial Place will continue after September 2025. If the City discontinues this portion of the services agreement payment for all services provided up to the date of termination will be made per usual billing.

Termination of services at this location will not constitute termination of any other location provided within this amendment or other portions of the service agreement.

Alley/Easement/Drainage \*

Property	Location	Monthly	Extended Price
Alleys, Easements, Drainage, FM 3009 ROW	See Exhibit A	\$4829.26	\$57,951.12

Cost for Additional Locations = \$69,695.76

New Contract Not-To-Exceed Amount = \$350,000/fiscal year

All other requirements, terms, and conditions that are not hereby amended are to remain in full force and effect.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY:**

By: \_\_\_\_\_  
Name: Steve Williams  
Title: City Manager

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY:**

City of Schertz  
Attn: City Manager  
1400 Schertz Parkway  
Schertz, Texas 78154

**CONTRACTOR:**

Maldonado Nursery & Landscaping  
Attn: Jerry Maldonado  
16348 Nacogdoches Road  
San Antonio, TX 78247

# EXHIBIT A

## Public Works Mowing

- Alleys - 8.68 Acres
  - Easements - 22.75 Acres
  - Dimrock Drainage ROW - 1.60 Acres
  - Osage Drainage ROW - 0.62 Acres
  - FM 3009 R.O.W. - Silvertree Park - 0.62 Acres
- Total - 34.27 Acres**

