

Notice of Regular Meeting of the Wilmer City Council

Wilmer Community Center
101 Davidson Plaza
Wilmer, Texas 75172

AMENDED

Thursday, July 16, 2026, at 7:00 pm



CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION:

Items listed under presentation are special public recognition, staff recognition, and reports.

1. Recognition of Wilmer Fire Department and Dispatch personnel.

COMMUNITY ANNOUNCEMENTS:

1. Operational Hours Adjustment - City Hall and Public Works Department
 - Monday - Friday: 8:00 a.m. - 5 p.m.

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three (3) minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing portion of the item.

CONSENT AGENDA:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

2. Consider the contract agreement for Frank Posada as Interim City Administrator.
3. Consider Resolution R2026-0716A, authorizing and designating signatories for all City bank accounts, of whatsoever nature, and removing anyone not so designated.
4. Consider authorizing the Mayor to execute an updated Deed Without Warranty correcting technical deficiencies in the deed approved by Ordinance No. 2022-1201C related to the vacation and abandonment of approximately 5.856 acres of remnant Roberts Road right-of-way; confirming the conveyance authorized by the ordinance; authorizing the recording of the corrected deed in the Official Public Records of Dallas County, Texas; and providing for related matters.

PUBLIC HEARING/ACTION:

The City Council reserves the right to meet in Executive Session, closed to the public, at any time during the course of this meeting to discuss matters listed on the agenda, pursuant to authorization by the Texas Open Meetings Act, Texas Government Code, Chapter 551.071 (private consultation with the city attorney).

5. Discuss and consider accepting the resignation from office of City of Wilmer Mayor Sheila Petta.
6. Discuss and consider a conditional resignation and offer of settlement signed by the Mayor from Alicia Dorsey, Administrative Director.

ADJOURNMENT

CERTIFICATE

This is to certify that I, Haley Alsabrook Taylor, posted this agenda notice by 1:00 p.m. on July 10, 2026, on the bulletin board of the City of Wilmer located at 128 N. Dallas Avenue, Wilmer, Texas 75172.

Haley Alsabrook Taylor, Assistant to the City Administrator

EXECUTIVE SESSION: The City Council reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

El Concejo Municipal se reservan el derecho de reunirse en sesión ejecutiva sobre cualquier tema en la agenda publicada de acuerdo con la Sección 551.071(2) del Código de Gobierno de Texas para recibir asesoramiento legal sobre dicho tema.

ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities are wheelchair accessible. For sign interpretive

services, call the City Secretary's Office, 972-441-6373, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

Las reuniones de los El Concejo Municipal se celebran en instalaciones municipales accesibles para sillas de ruedas. Para servicios de interpretación por señas, llame a la oficina de la secretaria de la Ciudad, al 972-441-6373, o al TDD 1-800-735-2989, al menos 72 horas antes de la reunión. Se harán ajustes razonables para asistir a sus necesidades.

NOTICE OF POSSIBLE QUORUM: There may be a quorum of the Board of Adjustment, the Community Development Corporation, the Economic Development Corporation, the Library Advisory Board, the Parks Advisory Board and/or the Planning and Zoning Commission members who may be present at the meeting, but they will not deliberate on any city or board business.

Puede haber un quórum de los miembros de la Junta de Ajustes, la Corporación de Desarrollo Comunitario, la Corporación de Desarrollo Económico, la Junta Asesora de la Biblioteca, la Junta Asesora de Parques y/o la Comisión de Planificación y Zonificación que puedan estar presentes en la reunión, pero no deliberarán sobre ningún asunto de la ciudad o de la junta.

HANDGUN PROHIBITION: Pursuant to Section 46.03, Penal Code (Places Weapons Prohibited), a person may not carry a firearm or other weapon on this property.

For the purpose of this notice "property" shall mean the Community Center or any other room where a meeting subject to an open meeting under Government Code Chapter 551 is held (City Council and all Boards and Commissions).

**This does not apply to licensed carriers.*

De acuerdo con la Sección 46.03, Código Penal (Lugares Prohibidos para Armas), una persona no puede portar un arma de fuego u otra arma en esta propiedad.

Para los fines de este aviso, "propiedad" se entenderá como el Centro Comunitario o cualquier otra sala donde se celebre una reunión sujeta a una reunión abierta bajo el Capítulo 551 del Código de Gobierno (Concejo Municipal y todas las Juntas y Comisiones).

**Esto no se aplica a los transportistas autorizados.*

CITY OF WILMER

City Council Regular Meeting

1.

Meeting Date: 07/16/2026

Submitted by: Haley Alsabrook Taylor, Assistant to the City Administrator

Agenda Caption:

Recognition of Wilmer Fire Department and Dispatch personnel.

Background:

CITY OF WILMER

City Council Regular Meeting

2.

Meeting Date: 07/16/2026

Submitted by: Haley Alsabrook Taylor, Assistant to the City Administrator

Agenda Caption:

Consider the contract agreement for Frank Posada as Interim City Administrator.

Background:

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the employment agreement.
2. City Council may direct staff with noted changes.

Attachments

Employment Agreement

City Administrator Employment Agreement

City of Wilmer, Texas

This Agreement is made effective June 19, 2026, between the City of Wilmer, Texas ("City") and Frank Posada ("Administrator").

1. Position and Term

Administrator is employed as City Administrator for the City of Wilmer, Texas. The initial term of this Agreement shall be two (2) years and may be renewed by mutual agreement of both parties, subject to paragraph 6.

2. Compensation

The City shall pay Administrator an annual salary of \$125,000, payable in accordance with standard City payroll practices. Administrator shall be eligible for an annual performance-based salary review and potential increase of 3–5%, as determined by the City Council.

Administrator shall work toward improving operational efficiency, strengthening financial transparency, and identifying cost-saving opportunities while maintaining quality city services.

3. Vehicle Allowance

Administrator shall receive a monthly vehicle allowance of \$300 for use of a personal vehicle for City business.

4. Benefits

Administrator shall receive standard employee health insurance benefits and participate in the Texas Municipal Retirement System (TMRS) or other applicable City retirement plans.

5. Paid Time Off and Holidays

Administrator shall receive twenty (20) days of Paid Time Off annually, in addition to all City-observed holidays.

6. Termination

Administrator serves at the pleasure will of the City Council and may be terminated with or without cause by a majority vote of the City Council.

If terminated without cause, Administrator shall receive severance compensation equal to twenty (20) weeks of base salary and continuation of benefits during the severance period ("Severance").

The City may terminate the Administrator for good cause. For purposes of this Agreement, "good cause" shall be defined as follows:

- (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Administrator under this Agreement or under the ordinances of the City and/or the laws of the United States or the State of Texas.
- (b) Any misconduct of the Administrator involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), but including, but not limited to: conviction for a driving under the influence, or habitual violations of the traffic laws, whether or not related to City Administrator's official duties hereunder.
- (c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Administrator of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the Administrator in his official capacity.
- (d) In event the Administrator is terminated for good cause, as defined herein, City shall not be required to provide notice of non-renewal as set forth in Section 1, Term, in this Agreement regardless of the number of months remaining on the term of the agreement.
- (e) willful refusal to carry out a lawful directive of the City Council, material violation of law or City policy that substantially impairs the Administrator's ability to perform the duties of the office, or other conduct constituting grounds for discharge under applicable law.
- (f) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect in the dissemination of Confidential Information (defined as "any information the Administrator becomes privy to due to his position as Administrator, but is not otherwise available to the public under any provision of Texas law, including, but not limited to Chapter 552 of the Government Code, the "Public Information Act") is grounds for termination of this Agreement with no right or claim to any Severance as defined by this Agreement. The Administrator acknowledges that the confidentiality of the City's confidential information is critical to the City's ability to safeguard the interests of its citizens. Therefore, during the term of his employment and after termination thereof, the Administrator shall not to reproduce, publish, use, disclose, show or otherwise communicate to any person or entity any of the City's confidential information, unless the City expressly permits or instructs him to do so. This confidentiality clause applies until the confidential information becomes generally known to the public through an act of the City or

another source, unless it becomes known to the public through the fault of one of the Employer's employees.

- (g) As a specific condition of employment and which is material to the terms of this Agreement, Administrator agrees to acquire the signatures of no more than two (2) Councilmembers prior to making a hire of any contractor or non-contractor position, no matter if the position is full-time, part-time, or any combination thereof. Further, while Administrator may take any employment position for an interview, no hire will be made without at least a second interview at which no more than two (2) Councilmembers shall be in attendance. Administrator agrees he shall not have more than one interview with a prospective hire without the aforementioned (no more than) two (2) Councilmembers. Any breach of this clause will subject Administrator to possible termination for good cause pursuant to this section.

If the Administrator is terminated for good cause, the City shall not owe Severance as detailed in this Section, but only compensation and benefits earned through the effective date of termination, together with any accrued and unused vacation payable under this Agreement.

7. Legal Defense

The City shall provide legal defense to Administrator for actions performed in good faith within the scope of official duties, consistent with Texas law.

8. Outside Employment and Conflicts

Administrator shall disclose any outside employment or business interests and shall avoid conflicts of interest with City business.

9. Work Expectations

Administrator's primary work schedule shall generally consist of Monday through Friday business hours; however, the position does require attendance at evening meetings, emergency responses, and may require community events, and other duties outside normal hours as necessary.

10. Professional Development

The City shall support reasonable professional development, training, certifications, conferences, and membership dues related to municipal administration, subject to annual budget approval.

11. Renewal

This Agreement shall, at the end of the initial termination period, automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least ninety (90) days prior to expiration.

12. Governing Law

This Agreement shall be governed by the laws of the State of Texas.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings. Any modifications must be made in writing and approved by both parties.

Frank Posada
Administrator

Authorized Representative
City of Wilmer, Texas

CITY OF WILMER

City Council Regular Meeting

3.

Meeting Date: 07/16/2026

Submitted by: Patricia Albrecht, Consulting Finance Director

Agenda Caption:

Consider Resolution R2026-0716A, authorizing and designating signatories for all City bank accounts, of whatsoever nature, and removing anyone not so designated.

Background:

Legal:

The resolution and agreement has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

There is no fiscal impact to the City amending the authorized signatories.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may direct staff with noted changes.

Recommendation:

Staff recommends approval, as presented.

Attachments

Reso No. R2026-0716A

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RESOLUTION NO. R2026-0716A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS, AMENDING THE AUTHORIZED SIGNATORIES TO EXECUTE CHECKS CURRENTLY ON FILE AT COMMERCIAL STATE BANK BY ADDING FRANK POSADA, PATRICIA ALBRECHT, PHYLLIS SLOUGH AND MOSES GARCIA TO THE LIST OF AUTHORIZED SIGNATORIES AND BY REMOVING EVERY OTHER INDIVIDUAL WHO WAS PREVIOUSLY AN AUTHORIZED SIGNATURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 13, 1984, the Wilmer City Council adopted Ordinance No. 8404 which adopted and enacted a Code of Ordinances; and

WHEREAS, Section 11 of the Code of Ordinances, "Depository", allows the City, by resolution, to appoint signatories to sign any check or other commercial paper written against such account(s) maintained by any bank where there is a City account; and

WHEREAS, it is good practice for the City to identify individuals considered Authorized Representatives for the purpose of conducting banking business on behalf of the City; and

WHEREAS, the City Council of the City of Wilmer has it is in the best interests of the City of Wilmer, Texas, and it is necessary for the carrying out of City business and proper for good government and the orderly conducting of City business to amend the list of authorized signatories.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS, THAT:

SECTION 1. The City Council for the City of Wilmer designates Frank Posada, Patricia Albrecht, Phyllis Slough and Moses Garcia to be added to the list of authorized signatories for any bank which holds, manages or otherwise operates a City account of whatsoever nature and every other name on the listed of authorized signatories is hereby removed and is not an authorized signatory.

SECTION 2. All resolutions in conflict with the resolution are hereby repealed, and all resolutions or portions thereof not in conflict with this resolution shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase, section or word of this resolution be adjudged or held unconstitutional, illegal or invalid the same shall not affect the validity of this resolution as a whole, or part or provision thereof other than the part so declared to be unconstitutional, illegal or invalid.

SECTION 4. This Resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WILMER ON THIS 16th DAY OF JULY 2026.

ATTEST:

APPROVED:

Angie Martinez, Deputy City Secretary

Sheila Petta, Mayor

CITY OF WILMER

City Council Regular Meeting

4.

Meeting Date: 07/16/2026

Submitted by:

Agenda Caption:

Consider authorizing the Mayor to execute an updated Deed Without Warranty correcting technical deficiencies in the deed approved by Ordinance No. 2022-1201C related to the vacation and abandonment of approximately 5.856 acres of remnant Roberts Road right-of-way; confirming the conveyance authorized by the ordinance; authorizing the recording of the corrected deed in the Official Public Records of Dallas County, Texas; and providing for related matters.

Background:

On December 1, 2022, the City Council adopted Ordinance No. 2022-1201C authorizing the vacation and abandonment of approximately 5.856 acres of remnant Roberts Road right-of-way and approving the execution of a Deed Without Warranty to convey the City's interest in the vacated right-of-way to the identified grantees.

The ordinance was recorded in the Official Public Records of Dallas County on January 3, 2023. However, the accompanying Deed Without Warranty was never separately recorded because the executed document contained unresolved placeholder language identifying the grantees. As a result, the deed was not in recordable form and the conveyance of the vacated right-of-way was not completed. While the ordinance authorized the abandonment of the right-of-way, it contemplated the execution and recording of a separate conveyance instrument to transfer legal title.

The property owners have requested that the City execute an updated Deed Without Warranty that corrects the recording deficiencies. The revised deed removes the placeholder language, identifies the appropriate grantee, and incorporates the complete legal description of the abandoned right-of-way. The revised deed does not alter the substantive terms approved by the City Council in 2022, including the conveyance language, consideration, or exclusion of warranties.

For administrative simplicity, the updated deed identifies 211 Wilmer, LLC as the sole grantee. 211 Wilmer, LLC is a wholly owned subsidiary of the original grantee identified in Ordinance No. 2022-1201C and is the current majority abutting property owner. The remaining abutting properties are also owned by wholly owned subsidiaries of the original grantee.

Execution of the updated deed will allow the conveyance to be properly recorded in the Official Public Records of Dallas County, completing the transaction previously authorized by the City Council.

Legal:

The resolution and agreement has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

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This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the ordinance, as presented.
2. City Council may direct staff with noted changes.

Recommendation:

Staff recommends approval, as presented.

Attachments

Deed

DEED WITHOUT WARRANTY

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of 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.

Date: December 1, 2022

Grantor: The City of Wilmer, Texas, a Texas municipal corporation

**Grantor's
Mailing Address:** 128 N. Dallas Avenue, Wilmer, Texas 75172

Grantees: 211 Wilmer, LLC

**Grantee's
Mailing Address:** 5235 E. Southern Avenue D106-176, Mesa, Arizona 85206

Consideration: The dedication of right-of-way for Orion Way by separate instrument, the receipt and sufficiency of which consideration is hereby acknowledged.

Property (including any improvements): The portion of Roberts Road described on Exhibit A.

Reservations from Conveyance: None

Exceptions to Conveyance: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, if any, grants, sells, and conveys to Grantees the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantees and Grantees' heirs, successors, and assigns forever, without express or implied warranty. All warranties, that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

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

(Remainder of page intentionally blank; signature pages follow)

GRANTOR:

CITY OF WILMER, TEXAS,
a Texas municipal corporation

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

By: _____
Printed Name: _____
Title: _____

Exhibit A
Property Description

A 5.856 acre (255,102 square feet), tract of land, lying within the Charles Neely Survey, Abstract No. 1083 and D. W. Wright Survey, Abstract 1532, Dallas County, Texas, being a portion of a called 211.06 acre tract conveyed to Olsen Ellsworth/Brown Properties in Document No. 201800284041, Official Public Records of Dallas County, Texas, described as follows:

BEGINNING, at a point at the southeastern right-of-way line of Mars Road (50' R.O.W.), also being in the northwestern right-of-way line of North Roberts Road (dirt road), also being the northwestern corner of said 211.06 acre tract and the northernmost corner of a called 122.47 acre tract conveyed to Olsen Investments Limited Partnership, LLC in Document No. 202000251968, Official Public Records of Dallas County, Texas for the **POINT OF BEGINNING** and the westernmost corner of the herein described tract;

THENCE, with the southeastern right-of-way line of Mars Road (50' R.O.W.), also being the northwestern line of said 211.06 acre tract, N72°44'40"E, a distance of 52.68 feet to a point and also being the northernmost corner of the herein described tract;

THENCE, crossing said 211.06 acre tract, S30°47'04"E, a distance of 4,457.63 feet to a point in the southernmost line of said 211.06 acre tract and the northwestern right-of-way line of Patrick Pike Road (R.O.W. Varies), and for the easternmost corner of the herein described tract;

THENCE, with the northwestern right-of-way line of said Patrick Pike Road (R.O.W. Varies) and the southeastern line of said 211.06 acre tract, S56°55'37"W, a distance of 60.05 feet to a point at easternmost corner of a called 101.69 acre tract conveyed to Olsen Ellsworth/Brown Properties, LLC in Document No. 201800284041, Official Public Records of Dallas County, Texas and the southernmost corner of the herein described tract;

THENCE, along northeastern line of said 101.69 acre tract, N30°47'04"W, a distance of 1,879.33 feet to a point at the northernmost corner of said 101.69 feet and the easternmost corner of a called 14.95 acre tract conveyed to Olsen Ellsworth/Brown Properties, LLC in Document No. 202100303640, Official Public Records of Dallas County, Texas

THENCE, with the easternmost line of said 14.95 acre tract, N30°30'32"W, a distance of 796.33 feet to a point at the northernmost corner of said 14.95 acre tract and easternmost corner of a said 122.47 acre tract,

THENCE, with the eastern line of said 122.47 acre tract, N30°37'34"W, a distance of 1,796.70 feet to the **POINT OF BEGINNING**.

Containing 5.856 acres or 255,102 square feet, more or less.

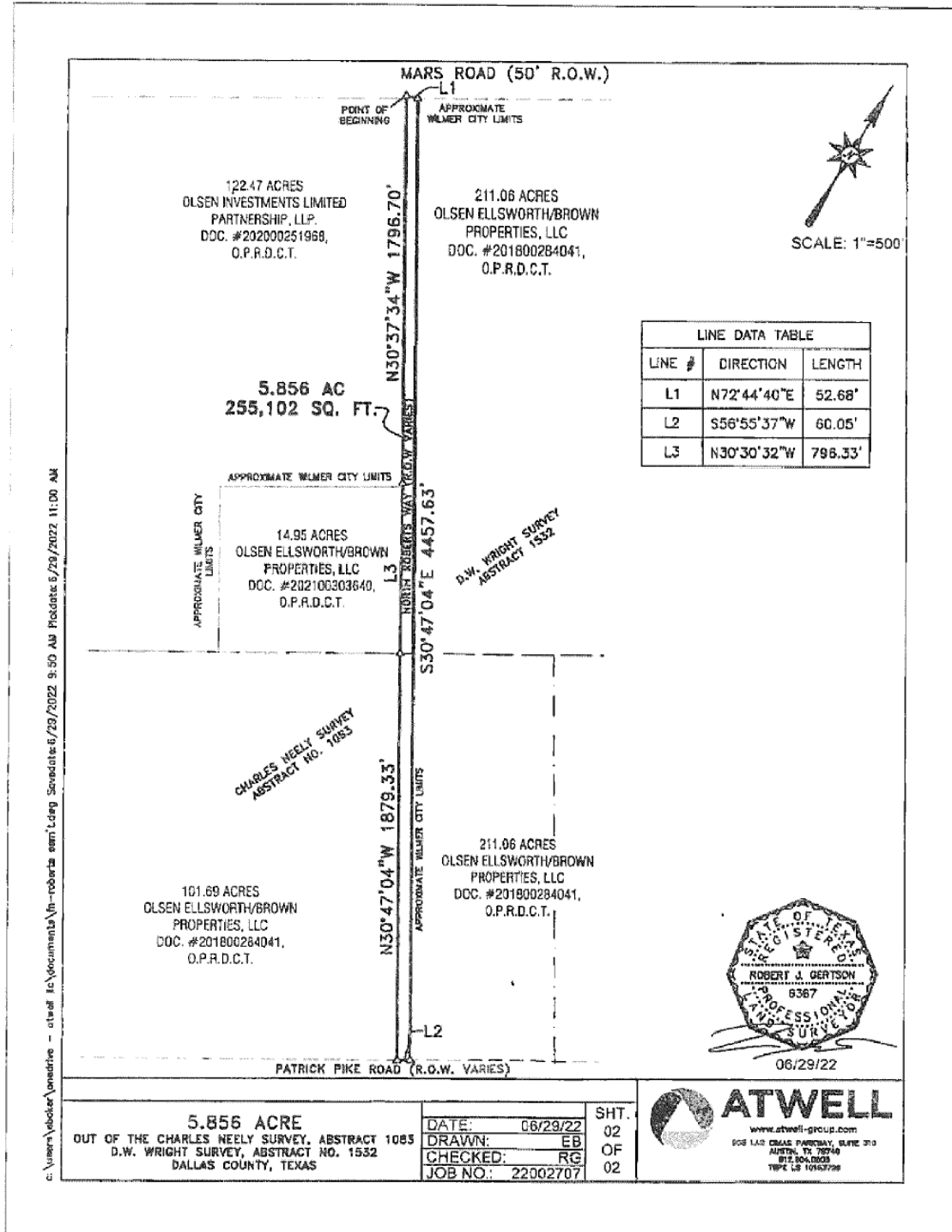
BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), North Central Zone (4202).

This Survey is from record information, No on-the-ground survey was performed

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
3815 Capital of Texas Highway, Suite 300
Austin, Texas 78704
Ph. 512-904-0505
TBPLS Firm No. 10193726





CITY OF WILMER

City Council Regular Meeting

5.

Meeting Date: 07/16/2026

Submitted by:

Agenda Caption:

Discuss and consider accepting the resignation from office of City of Wilmer Mayor Sheila Petta.

Background:

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

CITY OF WILMER

City Council Regular Meeting

6.

Meeting Date: 07/16/2026

Submitted by: Haley Alsabrook Taylor, Assistant to the City Administrator

Agenda Caption:

Discuss and consider a conditional resignation and offer of settlement signed by the Mayor from Alicia Dorsey, Administrative Director.

Background: