

Notice of Regular Meeting of the Wilmer City Council

**Wilmer Community Center
101 Davidson Plaza
Wilmer, Texas 75172**



Thursday, September 17, 2026, at 7:00 pm

Pursuant to Texas Government Code §551.127, notice is given that it is the intent of the City Council that a quorum of the Council will be physically present for the above-referenced meeting at the Wilmer Community Center, 101 Davidson Plaza, Wilmer, Texas 75172. Some council members or City employees may participate in this meeting remotely by means of video conference call in compliance with state law and by means of a video conference call with video and audio feed of the member's participation, as applicable, to be broadcast live at the meeting. Gov't Code 551.127(a-1).

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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.

1. Consider approval of minutes for the September 3, 2026, Special Work Session meeting.

2. Consider approval of minutes for the September 3, 2026, Board of Adjustments meeting.
3. Consider approval of minutes for the September 3, 2026, Regular City Council meeting.

ACTION:

4. Consider and act upon the appointment of Patricia Alaniz to the Community Development Corporation (4B), Danielle Curtis to the Economic Development Corporation (4A), and the reappointments of Jennifer Jones, Emmanuel Wealthy-Mayfield, and Candy Madrigal to the Economic Development Corporation (4A).
5. Consider and act upon approving Resolution No. R2026-0917A and an Agreement for regulatory services to provide water and wastewater testing between the City of Wilmer and the Trinity River Authority of Texas, for an amount not to exceed \$49,000 per year during the term of the Agreement, and authorizing the City Administrator to execute the Agreement on behalf of the City.
6. Discuss and consider approving Resolution R2026-0917B to enter into an Interlocal Agreement (the "Agreement") between the City and the North Central Texas Council of Governments ("NCTCOG") for NCTCOG to act as the City's agent for the appointment and utilization of TXShare as the City's purchasing agent for the purchase of certain products and services through the TXShare Program; Authorizing the City Administrator to execute the interlocal agreement; and providing for an effective date.
7. Discuss and consider approving Resolution R2026-0917C approving and authorizing the city's participation in the Texas Smartbuy Membership Program administered by the Texas Comptroller of Public Account; Designating agents of record; Authorizing the City Administrator to executive the Texas Smartbuy Membership Application and all documents related thereto; and providing for an effective date.
8. Discussion regarding a request from Jason Sanford concerning the de-annexation of property annexed into the City pursuant to Ordinance No. O2023-0119ZR.

ADJOURNMENT

CERTIFICATE

This is to certify that I, Katisha Bruner-Myles, posted this agenda notice by 5:00 p.m. on September 11, 2026, on the bulletin board of the City of Wilmer located at 128 N. Dallas Avenue, Wilmer, Texas 75172.

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: 09/17/2026

Submitted by:

Agenda Caption:

Consider approval of minutes for the September 3, 2026, Special Work Session meeting.

Background:

Options/Alternatives:

1. City Council may approve....
2. City Council may deny....

Recommendation:

Staff recommends approval.

Attachments

9/3/26 Work Session Meeting Minutes

**MINUTES OF the Special Work Session / Budget Workshop Meeting of the
Wilmer City Council
September 3, 2026**

Present:

Mayor Pro Tem Phyllis Slough
Councilmember Moses Garcia - Virtual
Councilmember Kim Turner
Councilmember Joe Kent Alexander
Councilmember Sergio Campos

Staff Present:

Frank Posada, Interim City Administrator
Katisha Bruner-Myles, City Secretary
Robert Hager, City Attorney
Patricia Albrecht, Consulting Finance Director
David Gifford, Fire Chief

CALL TO ORDER

With a quorum present, the Special Work Session/Budget Workshop Meeting of the Wilmer City Council was called to order by Mayor Pro Tem Slough at 6:00 p.m.

BUDGET WORK SESSION:

Review and discuss the proposed FY 2026-2027 Budget

***Patricia Albrecht, Consulting Finance Director, presented.**

***Chief Gifford spoke to Fire Department items.**

ADJOURNMENT

The meeting was adjourned at 6:37 p.m.

CITY OF WILMER

City Council Regular Meeting

2.

Meeting Date: 09/17/2026

Submitted by:

Agenda Caption:

Consider approval of minutes for the September 3, 2026, Board of Adjustments meeting.

Background:

Options/Alternatives:

1. City Council may approve....
2. City Council may deny....

Recommendation:

Staff recommends approval.

Attachments

9/3/26 Board of Adjustments Meeting Minutes

**MINUTES OF the Regular Board of Adjustments Meeting
September 3, 2026**

Present:

Mayor Pro Tem Phyllis Slough
Councilmember Moses Garcia - Virtual
Councilmember Kim Turner
Councilmember Joe Kent Alexander
Councilmember Sergio Campos

Staff Present:

Frank Posada, Interim City Administrator
Katisha Bruner-Myles, City Secretary
Robert Hager, City Attorney
Laura Voltmann, Planning Consultant

CALL TO ORDER

With a quorum present, the Board of Adjustments Meeting was called to order by Mayor Pro Tem Slough at 6:38 p.m.

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING/ACTION:

Conduct a public hearing and consider a request for a variance to Section 21 (A) (4.1) (a) and (c) of the Supplementary District Regulations of the City of Wilmer Zoning Ordinance, to allow the construction of an 8-foot-tall, wood-style concrete fence located in the required yard setback, located at 355 W. Pleasant Run Rd, Wilmer, Texas 75172 and being further described as Site K, BLK A, LT 1, Parcel ID No. 547049400A0010000, Dallas County, Texas. (Case No. V-26-05).

***Laura Voltmann, Planning Consultant, presented item.**

***Applicant for item was not present.**

***City Attorney suggested item be tabled until applicant can be present and available at meeting.**

***Motion to table item was made by: Kim Turner**

***2nd by: Moses Garcia**

***For – 5, Against, 0**

ADJOURNMENT

The meeting was adjourned at 6:46 p.m.

CITY OF WILMER

City Council Regular Meeting

3.

Meeting Date: 09/17/2026

Submitted by:

Agenda Caption:

Consider approval of minutes for the September 3, 2026, Regular City Council meeting.

Background:

Options/Alternatives:

1. City Council may approve....
2. City Council may deny....

Recommendation:

Staff recommends approval.

Attachments

9/3/26 City Council Meeting Minutes

**MINUTES OF THE CITY OF WILMER
CITY COUNCIL REGULAR MEETING
September 3, 2026**

Present:

Mayor Pro Tem Phyllis Slough
Councilmember Moses Garcia - Virtual
Councilmember Kim Turner
Councilmember Joe Kent Alexander
Councilmember Sergio Campos

Staff Present:

Frank Posada, Interim City Administrator
Katisha Bruner-Myles, City Secretary
Robert Hager, City Attorney

CALL TO ORDER

With a quorum present, the Regular Meeting of the Wilmer City Council was called to order by Mayor Pro Tem Slough at 7:00 p.m.

INVOCATION

Pastor Favors provided the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. Conduct a public hearing regarding the proposed revenue increase from levying ad valorem taxes for fiscal year 2026/2027 at \$0.424488 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current maintenance and operation expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest; providing a homestead exemption and disability exemption.

Opened at 7:03pm, Closed at 7:03pm – No one to speak for or against.

2. Conduct a public hearing on the proposed FY 2026/2027 budget for the fiscal year beginning October 1, 2026 ending September 30, 2027 for all City funds; providing that the budget will raise more revenue from property taxes than last year's budget by an amount of \$660,514, which is a 5.16 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$772,360.

Opened at 7:03pm, Closed at 7:06pm

Councilmember Garcia asked if the taxes were going up.

Patricia Albrecht, Consulting Finance Director clarified that the City is lowering the tax rate.

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.

- **No citizens comments**

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.

Consider approval of minutes for the August 20, 2026, Budget Workshop meeting.
Consider approval of minutes for the August 20, 2026, Regular City Council meeting.

Motion: Sergio Campos

2nd: Joe Alexander

For – 5, Against - 0

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).

Discuss and consider approving Ordinance No. O2026-0903A adopting a budget for the City of Wilmer for the fiscal year October 1, 2026 through September 30, 2027 and providing that expenditures for said fiscal year shall be made in accordance with said budget.

Patricia Albrecht, Consulting Finance Director spoke to item.

Motion: Sergio Campos

2nd: Kim Turner

For – 5, Against - 0

Consider approval of an Ordinance No. O2026-0903B, regarding levying the ad valorem taxes for the Fiscal Year 2027 at a rate of \$0.424488 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City as of January 1, 2026; to provide revenues for current expenses and interest and sinking fund requirements; and providing for due and delinquent dates together with penalties and interest; providing a homestead exemption and disability exemption.

Motion: Sergio Campos

2nd: Kim Turner

For – 5, Against - 0

Consider Resolution No. R2026-0903A, approving a resolution ratifying the budget for Fiscal Year 2026/2027 that will raise the same amount of property tax revenue for City of Wilmer from the same properties in both the 2025 tax year and the 2026 tax year.

Motion: Sergio Campos

2nd: Joe Alexander

For – 5, Against - 0

Consider Ordinance No. O2026-0903C, approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company's 2026 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses.

Kimberly Smith, a representative of Atmos was present for any questions.

Motion: Kim Turner

2nd: Joe Alexander

For – 5, Against - 0

Consider Resolution No. R2026-0903B, to approve the City of Wilmer entering into a twelve (12) month contract with Blue Cross and Blue Shield of Texas (BCBSTX) for employee medical and dental insurance; and to approve associated ancillary benefits (vision, life/AD&D, disability, and voluntary benefits).

Patricia Albrecht, Consulting Finance Director introduced Dean Casey, representative of Gallagher to present on the item.

Motion: Kim Turner

2nd: Sergio Campos

For – 5, Against - 0

Discuss the appointment of Darlene Tryon to the Community Development Corporation (Type B) board.

Kim Turner appointed Darlene Tryon to the Community Development Corporation (Type B) board.

For – 5, Against - 0

ADJOURNMENT

The meeting was adjourned at 7:23 p.m.

CITY OF WILMER

City Council Regular Meeting

4.

Meeting Date: 09/17/2026

Submitted by:

Agenda Caption:

Consider and act upon the appointment of Patricia Alaniz to the Community Development Corporation (4B), Danielle Curtis to the Economic Development Corporation (4A), and the reappointments of Jennifer Jones, Emmanuel Wealthy-Mayfield, and Candy Madrigal to the Economic Development Corporation (4A).

Background:

Addresses and active voter registration have been verified for all appointments and reappointments.

Options/Alternatives:

1. City Council may approve....
2. City Council may deny....

Recommendation:

Staff recommends approval.

Attachments

Applications



City of Wilmer
Serving Our Community

BOARDS, COMMISSIONS AND COMMITTEES APPLICATION

Please complete the form. Required fields are marked with an asterisk (*).

*Name: Patricia Alaniz *DOB: _____ *Date: 3/4/2026
*Physical Address: _____ *Zip Code: _____ *Phone Number: _____
*E-mail Address: _____ *Length of residency: 20y. Occupation: Property Manager

To be an effective member, you must be willing to attend and participate in all scheduled meetings.

Please list the Board/Commission/Committee you wish to serve on in order of preference.

1. Planning and Zoning
2. EDC-A
3. Keep Wilmer Beautiful
4. COC-B

You may attach any particular qualifications you feel would be beneficial in serving (i.e. resume or biographical summary).

*Have you previously served on any Wilmer board, commission, or committee? ☐ YES ☐ NO
If yes, please list the Wilmer board, commission, or committee. _____

DISCLOSURE OF PERSONAL INFORMATION

I, Patricia Alaniz, an applicant for, or an appointed official, for the City of Wilmer, Texas, elect to:

- ☒ **ALLOW** public access to my personal information
☐ **NOT ALLOW** public access to my personal information

Note: Under the Public Information Act, a personal e-mail address or DOB is not public information and will not be released.

*Signature: Electronically Signed *Date: 3/4/2026

Please return your completed application to the City Secretary's Office at 128 N. Dallas Street, Wilmer, Texas 75172

**APPLICATIONS ARE ALWAYS WELCOME AS VACANCIES MAY OCCUR
THROUGHOUT THE YEAR.**

Office Use Only

Received by: _____ Date: _____ Address verified: _____
Interviewed by Council: _____ Appointed by Council: _____
Oath administered: _____ OMA /PIA Training completed: _____

From:

Sent:

To:

Subject:

Online Form Submittal: Boards & Commissions Application

Follow Up Flag:

Flag Status:

Boards & Commissions Application

Boards & Commissions Application

There is a wide variety of volunteer opportunities that can help you gain valuable work experience, make use of your skills and knowledge, and meet new friends. Please complete the form below. Required fields are marked with an asterisk (*).

Contact Information

Name Emmanuel J. Wealthy-Mayfield

Date 9/2/2026

Physical Address

City

State

Zip

Phone Number

Email Address

Length of Residency 11

Occupation *Field not completed.*

Please list the Boards and/or Commissions you wish to serve on in order of preference.

To be an effective member, you must be willing to attend and participate in all scheduled meetings.

First Preference Economic Development Corporation (4A)

Second Preference *Field not completed.*

Third Preference *Field not completed.*

Fourth Preference *Field not completed.*

You may attach any particular qualifications you feel would be beneficial in serving (i.e. resume or biographical summary).

Attachments *Field not completed.*

Have you previously
served on any Wilmer
boards or
commissions?

Yes

If yes, please list which
Wilmer board(s) or
commission(s).

EDC (A) board

Disclosure of Personal
Information **Do not allow** public access to my personal information

Note:

Under the Public Information Act, a personal email address is not public information and will not be released.

By Electronically
Signing... I Accept

Signature Emmanuel Wealthy-Mayfield

Date: 9/2/2026

Applications are always welcome as vacancies may occur throughout the year.

From:
Sent:
To:
Subject: Online Form Submittal: Boards & Commissions Application

Follow Up Flag:
Flag Status:

Boards & Commissions Application

Boards & Commissions Application

There is a wide variety of volunteer opportunities that can help you gain valuable work experience, make use of your skills and knowledge, and meet new friends. Please complete the form below. Required fields are marked with an asterisk (*).

Contact Information

Name Candy Madrigal

Date 9/2/2026

Physical Address

City

State

Zip

Phone Number

Email Address

Length of Residency 25+ years

Occupation Project Manager

Please list the Boards and/or Commissions you wish to serve on in order of preference.

To be an effective member, you must be willing to attend and participate in all scheduled meetings.

First Preference	Economic Development Corporation (4A)
Second Preference	Economic Development Corporation (4A)
Third Preference	Planning & Zoning Commission
Fourth Preference	<i>Field not completed.</i>

You may attach any particular qualifications you feel would be beneficial in serving (i.e. resume or biographical summary).

Attachments	<i>Field not completed.</i>
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Have you previously served on any Wilmer boards or commissions?	Yes
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If yes, please list which Wilmer board(s) or commission(s).	Economic Development Corp A
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Disclosure of Personal Information	Do not allow public access to my personal information
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Note:

Under the Public Information Act, a personal email address is not public information and will not be released.

By Electronically Signing...	I Accept
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Signature	Candy Madrigal
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Date:	9/2/2026
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Applications are always welcome as vacancies may occur throughout the year.

From:

Sent:

To:

Subject:

Online Form Submittal: Boards & Commissions Application

Follow Up Flag:

Flag Status:

Boards & Commissions Application

Boards & Commissions Application

There is a wide variety of volunteer opportunities that can help you gain valuable work experience, make use of your skills and knowledge, and meet new friends. Please complete the form below. Required fields are marked with an asterisk (*).

Contact Information

Name Jennifer I. Jones

Date 9/7/2026

Physical Address

City

State

Zip

Phone Number

Email Address

Length of Residency 4 years

Occupation Educator

Please list the Boards and/or Commissions you wish to serve on in order of preference.

To be an effective member, you must be willing to attend and participate in all scheduled meetings.

First Preference Economic Development Corporation (4A)

Second Preference *Field not completed.*

Third Preference *Field not completed.*

Fourth Preference *Field not completed.*

You may attach any particular qualifications you feel would be beneficial in serving (i.e. resume or biographical summary).

Attachments

Have you previously
served on any Wilmer
boards or
commissions?

Yes

If yes, please list which
Wilmer board(s) or
commission(s).

Economic Development Corporation (A)

Disclosure of Personal
Information

Do not allow public access to my personal information

Note:

Under the Public Information Act, a personal email address is not public information and will not be released.

By Electronically
Signing...

I Accept

Signature

Jennifer Jones

Date:

9/7/2026

Applications are always welcome as vacancies may occur throughout the year.

From:
Sent:
To:
Subject:

Online Form Submittal: Boards & Commissions Application

Boards & Commissions Application

Boards & Commissions Application

There is a wide variety of volunteer opportunities that can help you gain valuable work experience, make use of your skills and knowledge, and meet new friends. Please complete the form below. Required fields are marked with an asterisk (*).

Contact Information

Name Danielle Curtis

Date 9/2/2026

Physical Address

City

State

Zip

Phone Number

Email Address

Length of Residency 5 years

Occupation Finance

Please list the Boards and/or Commissions you wish to serve on in order of preference.

To be an effective member, you must be willing to attend and participate in all scheduled meetings.

First Preference	Keep Wilmer Beautiful
Second Preference	Economic Development Corporation (4A)
Third Preference	Community Development Corporation (4B)
Fourth Preference	Parks Advisory Board

You may attach any particular qualifications you feel would be beneficial in serving (i.e. resume or biographical summary).

Attachments	<i>Field not completed.</i>
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Have you previously served on any Wilmer boards or commissions?	No
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If yes, please list which Wilmer board(s) or commission(s).	<i>Field not completed.</i>
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Disclosure of Personal Information	<i>Field not completed.</i>
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Note:

Under the Public Information Act, a personal email address is not public information and will not be released.

By Electronically Signing...	I Accept
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Signature	Danielle Curtis
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Date:	9/2/2026
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Applications are always welcome as vacancies may occur throughout the year.

Please return your completed application to the City Secretary's Office at 128 N Dallas Street, Wilmer, Texas 75172 or electronically via this online form.

CITY OF WILMER

City Council Regular Meeting

5.

Meeting Date: 09/17/2026

Submitted by:

Agenda Caption:

Consider and act upon approving Resolution No. R2026-0917A and an Agreement for regulatory services to provide water and wastewater testing between the City of Wilmer and the Trinity River Authority of Texas, for an amount not to exceed \$49,000 per year during the term of the Agreement, and authorizing the City Administrator to execute the Agreement on behalf of the City.

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.

Options/Alternatives:

1. City Council may approve....
2. City Council may deny....

Recommendation:

Staff recommends approval

Attachments

TRA Regulatory Services Agreement
Resolution

EXHIBIT A

TRINITY RIVER AUTHORITY OF TEXAS REGULATORY SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Regulatory Services Agreement (Agreement) is made and entered into as of December 1, 2026, by and between the Trinity River Authority of Texas, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018 (Authority) and City of Wilmer, with its principal office at 128 N. Dallas Ave Wilmer, TX 75172 (Customer); singularly and collectively referred to as "Party" and "Parties," respectively.

WITNESSETH:

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791;

WHEREAS, the Authority owns and operates a Regulatory Services and Compliance Laboratory certified by the Texas Commission on Environmental Quality to analyze environmental samples under National Environmental Laboratory Accreditation Conference standards (NELAC);

WHEREAS, water and wastewater testing are critical to the maintenance of public health and such testing is therefore, a governmental function and service; and

WHEREAS, the governing bodies of the Authority and Customer believe that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to provide governmental function as described in this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and the agreements and covenants contained herein, the Authority and Customer agree as follows:

ARTICLE I

SERVICES TO BE PERFORMED

To discharge the responsibilities associated with the enforcement of federal, state, and municipal regulations, Customer requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and sampling services as described below.

A. NON-SIGNIFICANT INDUSTRIAL USER INSPECTION AND CLASSIFICATION SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed on the schedule sheet, attached hereto as Attachment A, and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority shall perform all industrial user survey activities including organization of users to be surveyed utilizing the Texas Manufacturing Guide, notification to industrial users that require completion of the Customer's Industrial User Survey Form, necessary industrial user inspections, and proper classification and documentation of industrial users' discharge practices. Authority will provide, on behalf of Customer, updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by the Environmental Protection Agency's (EPA) general pretreatment regulations, 40 CFR § 403.12.

B. SIGNIFICANT INDUSTRIAL USER PERMIT AND INSPECTION SERVICES

Customer employs the Authority and the Authority agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on Attachment A.

The Authority shall perform all industrial pretreatment inspections, review permit applications, and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with the procedures established by the Authority in accordance with 40 CFR § 403.8. Industrial pretreatment inspections, application review and permit preparation and submittals shall comply with the Customer's industrial waste and sewer ordinances and the EPA's general pretreatment regulations for existing and new Sources. Records of inspections, applications and permits shall be maintained as required by the EPA under 40 CFR § 403.12.

C. INDUSTRIAL USER SAMPLING SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user sampling services within the parameters listed on Attachment A and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority shall perform all sample collection and preservation, and maintain chain-of-custody records in accordance with the approved procedures set forth in EPA Manual SW-846, EPA Manual EPA-600/4-79-020, and EPA Manual EPA-600/4-82-029. Samples shall be properly collected, preserved, and delivered by the Authority to the Authority's laboratory located at 6500 West Singleton Boulevard, Dallas, Texas 75212. When feasible, the Authority will conduct flow or time composite sampling. When composite sampling is not feasible, grab sampling will be performed.

D. ANALYTICAL SERVICES

Customer employs the Authority and the Authority agrees to perform analytical services within the parameters listed on Attachment A.

Customer shall collect and deliver samples to the Authority's laboratory for analysis. Samples shall be properly collected and preserved in accordance with applicable sections of the Federal Water Pollution Control Administration's "*A Practical Guide to Water Quality Studies of Streams*," EPA manual "*Methods for Chemical Analysis for Water and Wastes*" and the latest edition of "*Standard Methods for the Examination of Water and Wastewater*." Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. A chain-of-custody procedure shall be maintained in both the field and laboratory in accordance with procedures established by the Customer. Customer shall furnish all applicable chains-of-custody to the Authority.

The Authority will perform all analyses according to the approved procedures set forth in the current edition of "*Standard Methods for the Examination of Water and Wastewater*" or the latest edition of the EPA Manual's "*Methods for Chemical Analysis of Water and Wastes*." Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. Samples shall be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept of the Authority's quality assurance program and made available to Customer upon request. Unusual interferences and problems shall be reported to Customer at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken by mutual agreement when practical. The chain-of-custody sheet submitted with each sample shall designate the particular analysis or analyses to be made of each submitted sample. The Authority shall operate the laboratory in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in procedures should such be discovered.

Laboratory personnel shall be directed, upon 72 hours advanced written notice from the Customer, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by Customer. Travel and per diem expenses for court appearances hereunder shall be in accordance with Texas law.

Customer may deliver to the Authority samples for analyses separate and apart from those samples collected by the Authority. When Customer delivers samples to the Authority for analyses, Customer shall indicate the nature and extent of the analysis it desires to be conducted. Authority shall not be responsible for the manner of collection or chain-of-custody in matters entirely outside Authority's control. Authority shall receive, log, and perform such sample analyses in accordance with the chain-of-custody procedures identified under "Transfer of Custody and Storage" in Attachment B, attached hereto.

Samples analyzed to maintain the Authority's laboratory normal quality assurance program will be charged to Customer at the same rate as submitted samples.

E. REGULATORY SERVICES CUSTOMER SUPPORT FEE

Customer employs the Authority and the Authority agrees to perform Regulatory support services beyond the existing services already identified within the Agreement. This fee is an

hourly rate based on time expended by the Authority that is currently not being recouped through existing fee development. Examples of this include providing assistance with Industrial Users not under the Authorities contracted oversight, regulatory program education or guidance, ordinance development, etc. The fee structure is listed on the schedule sheet, attached hereto as Attachment A.

ARTICLE II

CALCULATION OF REIMBURSABLE COSTS

The basis for calculating reimbursable costs shall be as stated in the Regulatory Services Fee Schedule, attached hereto as Attachment A, which may be revised and updated annually by the Authority. Any revisions shall be incorporated by reference herein. A cost analysis shall be prepared and approved each year by the Authority prior to the effective date of said revision. Expenditures by the Authority of funds paid to it under this Agreement shall be subject to required state and federal audit procedures and state and federal auditor accepted practices. The Authority shall be responsible for maintaining books of account that clearly, accurately, and currently reflect financial transactions. Financial records must include all applicable documents substantiating cost that support the entries in the account records. The Authority must keep these records readily available for examination for a period of three years after the close of the last expenditure.

ARTICLE III

COMPENSATION

The total amount charged by the Authority to Customer shall not exceed \$ 49,000 per annum during the Agreement Term, unless mutually agreed to by the Parties.

ARTICLE IV

PAYMENT FOR SERVICES

The Authority shall bill Customer monthly for services performed. Charges for these services shall be based on the Regulatory Services Fee Schedule, attached hereto as Attachment A. Customer shall pay monthly invoices within 30 days of receipt.

ARTICLE V

ENTIRE AGREEMENT

This Agreement contains all the terms, commitments, and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE VI

TERMINATION

Either Party may terminate this Agreement by giving the other Party 30 days' written notice to their authorized address as noted above. Upon delivery of such notice by either Party to the other and before expiration of the 30-day period, the Authority will proceed to cancel all existing orders, contracts, and obligations chargeable to this Agreement. After notice of termination is given, the Authority shall furnish Customer an invoice for all work performed under this Agreement. Customer shall pay the Authority for all work performed less any prior payments. Copies of all completed or partially completed reports, documents and studies prepared under this Agreement shall be delivered by the Authority to Customer in the event this Agreement is terminated prior to completion of the prescribed work.

ARTICLE VII

AGREEMENT TERM

This Agreement shall become effective on December 1, 2026 and terminate on November 30, 2027.

IN WITNESS WHEREOF, the Parties acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original, as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

City of Wilmer
(Customer)

TRINITY RIVER AUTHORITY OF TEXAS
(Authority)

NAME: Phyllis Slough
Title: Mayor Pro Tem

J. KEVIN WARD, General Manager

ATTEST:

ATTEST:

NAME: Katisha Bruner-Myles
Title: City Secretary

ALEXIS S. LONG, Secretary
Board of Directors

(SEAL)

(SEAL)

APPROVED AS TO FORM AND
LEGALITY:

APPROVED AS TO FORM AND
LEGALITY:

NAME:
Title: Attorney

ALEXIS S. LONG
General Counsel

CHEMICAL ANALYSES

Parameter	FY 2026	FY 2027	Parameter	FY 2026	FY 2027
Alkalinity, Total ^{1,2}	\$ 16.49	\$ 16.98	Heterotrophic Plate Count ²	\$ 21.59	\$ 24.83
Ammonia as N ¹	\$ 20.49	\$ 21.10	Kjeldahl Nitrogen, Total ¹	\$ 41.74	\$ 42.99
Ammonia as N – Distilled ¹	\$ 27.27	\$ 31.36	Nitrate ^{1,2}	\$ 21.11	\$ 24.15
BOD 5-Day ¹	\$ 22.15	\$ 25.47	Nitrite ^{1,2}	\$ 21.11	\$ 24.15
CBOD 5-Day ¹	\$ 26.40	\$ 30.36	Paint Filter Liquid Test ³	\$ 40.94	\$ 42.17
BOD 5-Day Filtered	\$ 39.29	\$ 40.47	PCBs (EPA 608.3) ¹	\$ 156.50	\$ 0.00
BOD 7-Day	\$ 22.15	\$ 25.47	PCBs & Pesticides Full List (EPA 608.3) ¹	\$ 253.43	\$ 0.00
Chlorides ^{1,2}	\$ 21.11	\$ 24.15	Percent Total Solids	\$ 14.11	\$ 15.56
Chlorophyll A / Pheophytin	\$ 27.68	\$ 31.83	Percent Volatile Solids	\$ 13.40	\$ 14.42
COD ¹	\$ 18.47	\$ 21.24	Pesticides Chlorinated (EPA 608.3) ¹	\$ 156.50	\$ 0.00
COD Treated	\$ 26.02	\$ 29.92	pH ¹	\$ 16.63	\$ 19.05
COD Dissolved	\$ 18.47	\$ 21.24	pH – Solids ³	\$ 23.24	\$ 26.73
Coliform - Fecal - MF ^{1,3}	\$ 22.18	\$ 25.51	Phosphorous – Ortho ¹	\$ 18.54	\$ 19.95
Coliform - Fecal - MPN ³	\$ 55.34	\$ 63.64	Phosphorous, Total ¹	\$ 20.54	\$ 22.27
Coliform - Fecal Strep. – MF ¹	\$ 21.47	\$ 24.69	Semi-volatiles (w/ extraction) BNA ¹	\$ 182.24	\$ 187.71
Coliform, Total (Colilert) ²	\$ 21.21	\$ 24.39	Sulfates ^{1,2}	\$ 21.11	\$ 24.15
Coliform – TC/EC MPN Quanti-Tray ¹	\$ 23.82	\$ 25.68	Taste & Odor (Geosmin/MIB)	\$ 106.08	\$ 109.26
Conductivity – Specific ^{1,2}	\$ 17.83	\$ 18.36	Total Dissolved Solids ¹	\$ 30.12	\$ 34.64
Cyanide Amenable ¹	\$ 55.79	\$ 57.46	Total Organic Carbon ^{1,2}	\$ 19.22	\$ 19.80
Cyanide, Total ¹	\$ 48.99	\$ 50.46	Total Suspended Solids ¹	\$ 23.38	\$ 27.46
Dissolved Organic Carbon (DOC)	\$ 26.23	\$ 27.02	Transmittance (%)	\$ 28.85	\$ 32.37
Dissolved Oxygen ¹	\$ 14.61	\$ 15.41	Turbidity ^{1,2}	\$ 15.28	\$ 16.61
Fluorides ^{1,2}	\$ 21.11	\$ 24.15	UV 254	\$ 22.00	\$ 22.66
Glycol	\$ 22.80	\$ 26.22	VOC 3-Day (w/ BTEX) (EPA 624.1) ¹	\$ 93.41	\$ 96.21
Grease and Oil ¹	\$ 77.44	\$ 89.06	Volatile Fatty Acids (VFA)	\$ 17.37	\$ 17.89
Hardness ^{1,2}	\$ 26.59	\$ 30.58	Volatile Suspended Solids ¹	\$ 12.09	\$ 12.45

Parameter		FY 2026	FY 2027
Metal Testing (EPA 200.8) ¹ :		\$20.49 ea	\$22.08 ea
Aluminum	Antimony	Arsenic	Barium
Beryllium	Boron	Cadmium	Chromium
Cobalt	Copper	Iron	Lead
Manganese	Molybdenum	Nickel	Selenium
Silver	Thallium	Tin	Vanadium
Zinc			
Dissolved Metals		\$23.78	\$27.12
Aluminum	Antimony	Arsenic	Barium
Beryllium	Boron	Cadmium	Chromium
Cobalt	Copper	Iron	Lead
Manganese	Molybdenum	Nickel	Selenium
Silver	Thallium	Tin	Vanadium
Zinc			
Drinking Water Metals – Lead & Copper Rule ²		\$25.50 ea	\$29.33 ea
Lead	Copper		

Parameter		FY 2026	FY 2027
Metal Testing (EPA 200.7) ¹ :		\$19.76 ea	\$21.78 ea
Aluminum	Arsenic	Cadmium	Calcium
Chromium	Copper	Iron	Lead
Magnesium	Molybdenum	Nickel	Potassium
Selenium	Silver	Sodium	Zinc
Metals Permit ¹		\$20.34	\$22.09
Aluminum	Antimony	Arsenic	Barium
Beryllium	Boron	Cadmium	Chromium
Cobalt	Copper	Iron	Lead
Manganese	Molybdenum	Nickel	Selenium
Silver	Thallium	Tin	Vanadium
Zinc			
Mercury (EPA 245.1) ^{1,2}		\$26.90	\$27.71

NELAP Accreditation

¹Non-Potable Water

²Drinking Water

³Solids

BY QUOTE

Ammonia (Solids)	Mercury (Solids)	TCLP Metals
Chemical Oxygen Demand (Solids)	Oil and Grease (Solids)	TCLP Organic Compounds
Chromium Hexavalent	Organophosphate Pesticide	Total Petroleum Hydrocarbons (Liquid & Solid)
Kjeldahl Nitrogen, Total (Solids)	Phenols	

CONTRACT LAB DATA PROCESSING FEE	FY 2026	FY 2027
Contract Data Processing Fee per Analyte	\$ 8.80	\$ 9.30

NELAP Accreditation

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³Solids

ENVIRONMENTAL SERVICES

SAMPLING	FY 2026	FY 2027
Composite Sample	\$ 164.07	\$ 188.68
Additional Composite Sample	\$ 140.71	\$ 161.82
Grab Sample	\$ 48.17	\$ 55.40
Additional Grab Sample	\$ 24.82	\$ 28.54
Field Measurement	\$ 60.97	\$ 70.12
ENVIRONMENTAL SERVICES ASSISTANCE		
Permit Fee (Annual)	\$2,760.49	\$3,174.56
Site Visit Rate (hourly)	\$ 74.97	\$ 86.22
Field Surveillance Event	\$ 583.69	\$ 635.57
REGULATORY SERVICES CUSTOMER SUPPORT FEE		
RS&C Management (hourly)	\$ 71.45	\$ 82.17
RS&C Environmental Specialist (hourly)	\$ 47.92	\$ 55.11
RS&C Environmental Technicians (hourly)	\$ 44.23	\$ 50.86

* This service has been merged into other Environmental Services. Details listed below.

ADDITIONAL GRAB SAMPLE

- Includes QA/QC

FIELD MEASUREMENT

- Including pH

PERMIT FEE (ANNUAL)**

- Industrial User Pretreatment Classification
- Permit Application Review
- Permit Drafting
- Semiannual Reports
- Required Annual Inspection***
- Sample Data Review/Report Summaries
- Enforcement Guidance/Drafting
- Annual Report

** The Permit Fee encompasses all standard services required to maintain a permitted facility.

*** Additional inspections beyond those required may be subject to the Site Visit Rate.

SITE VISIT RATE (HOURLY)

- Drive-by Surveying
- Site Visits/Inspections for Nonpermitted Facilities
- Inspections for Permitted Facilities outside the Permit Fee
- Site Visits/Inspections for Permitted Facilities not overseen by the Authority

REGULATORY SERVICES CUSTOMER SUPPORT FEE (HOURLY)

- Facility/Customer Meetings Outside Permit Fee
- Enforcement Response Plan Development/Review
- Other Facility Support Outside Permit Fee and Site Visit Rate
- Administrative Work Related to:
 - Industrial User Survey
 - PFAS Survey
 - Dental Survey
- Regulatory Assistance, Guidance and Training
- Ordinance Development/Review

NELAP Accreditation

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²Drinking Water

³Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2026. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recently approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include charges required to maintain the normal quality assurance program.
4. Sample analysis Turn-Around-Time (TAT) day count begins on the next business day after the sample is submitted. Every attempt will be made to meet requested TAT; however, should samples submitted for Rush TAT fail to be reported within the stated time frame but still meet Priority TAT, charges will be adjusted to reflect the lower Priority TAT Fee.

Turnaround Time (TAT)	Time Frame*	Cost
Rush	≤5 business days	Routine Fee X 2
Priority	≤9 business days	Routine Fee X 1.5
Standard	≤15 business days	Routine Fee

*business days excludes weekends and TRA holidays

5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3-day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory Services hours are Monday through Friday 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples, use the contact number(s) below.
11. Environmental Services office hours are Monday through Friday, 7:00 a.m. to 4:00 p.m. For after-hour emergencies, leave a message with computer operator or use the contact numbers below.
12. Environmental Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:
METRO: (972) 263-2251 FAX: (972) 975- 4414

JOSEPH K. FIELDING	Manager, Regulatory Services and Compliance	972-975-4374
JENNIFER WHITAKER	Manager, Laboratory Services	972-975-4333
NATALIE TAYLOR	Manager, Environmental Services	972-975-4322

JENNIFER I. MOORE	Senior Manager, Operations and Compliance
--------------------------	--

NELAP Accreditation

¹Non-Potable Water

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³Solids

ATTACHMENT B

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. All samples should be handled by the minimum possible number of persons.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time of collection. Sample containers must be appropriate for requested testing with legible labels and appropriate preservation. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including city, city code, contact name and phone number, type sample matrix, material sampled, and method of preservation must be completed by the field personnel collecting the sample. In completing the chain-of-custody tag or sheet, care should be utilized to ensure that all necessary information is correctly and legibly entered onto the form. A black ballpoint pen with waterproof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. The Authority laboratory technician receiving the sample will check the temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician, or their alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, times sampled, dates sampled, analyses requested and chain-of-custody comments.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the laboratory.
4. Samples shall be kept in the sample storage security area at all times when not actively being used by analysts, such as during overnight absences. The technician shall ensure that heat sensitive samples, or other sample materials having unusual physical characteristics or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and retained as a permanent record of the laboratory.

The original chain-of-custody and a sample evaluation/variance record shall be furnished by the laboratory to the appropriate Customer control point as part of the final data report.

RESOLUTION NO. R2026-0917A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS, APPROVING A REGULATORY SERVICES AGREEMENT BETWEEN THE CITY AND THE TRINITY RIVER AUTHORITY OF TEXAS TO PROVIDE WATER AND WASTEWATER TESTING FOR AN AMOUNT NOT TO EXCEED \$49,000 PER YEAR DURING THE TERM OF THE AGREEMENT, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791;

WHEREAS, the Authority owns and operates a Regulatory Services and Compliance Laboratory certified by the Texas Commission on Environmental Quality to analyze environmental samples under National Environmental Laboratory Accreditation Conference standards (NELAC);

WHEREAS, water and wastewater testing are critical to the maintenance of public health and such testing is therefore, a governmental function and service; and

WHEREAS, the governing bodies of the Authority and Customer believe that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to provide governmental function as described in this Agreement;

NOW THEREFORE, In consideration of the foregoing premises and the agreements and covenants contained herein, the Authority and Customer agree as follows:

**ARTICLE I
SERVICES TO BE PERFORMED**

To discharge the responsibilities associated with the enforcement of federal, state, and municipal regulations, Customer requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and sampling services as described below.

A. NON-SIGNIFICANT INDUSTRIAL USER INSPECTION AND CLASSIFICATION SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed on the schedule sheet, attached hereto as Attachment A, and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority shall perform all industrial user survey activities including organization of users to be surveyed utilizing the Texas Manufacturing Guide, notification to industrial users that require completion of the Customer's Industrial User Survey Form, necessary industrial user inspections, and proper classification and documentation of industrial users' discharge practices. Authority will provide, on behalf of Customer, updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by the Environmental Protection Agency's (EPA) general pretreatment regulations, 40 CFR § 403.12.

B. SIGNIFICANT INDUSTRIAL USER PERMIT AND INSPECTION SERVICES

Customer employs the Authority and the Authority agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on Attachment A.

The Authority shall perform all industrial pretreatment inspections, review permit applications, and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with the procedures established by the Authority in accordance with 40 CFR § 403.8. Industrial pretreatment inspections, application review and permit preparation and submittals shall comply with the Customer's industrial waste and sewer ordinances and the EPA's general pretreatment regulations for existing and new Sources. Records of inspections, applications and permits shall be maintained as required by the EPA under 40 CFR § 403.12.

C. INDUSTRIAL USER SAMPLING SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user sampling services within the parameters listed on Attachment A and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority shall perform all sample collection and preservation, and maintain chain-of-custody records in accordance with the approved procedures set forth in EPA Manual SW-846, EPA Manual EPA-600/4-79-020, and EPA Manual EPA-600/4-82-029. Samples shall be properly collected, preserved, and delivered by the Authority to the Authority's laboratory located at 6500 West Singleton Boulevard, Dallas, Texas 75212. When feasible, the Authority will conduct flow or time composite sampling. When composite sampling is not feasible, grab sampling will be performed.

D. ANALYTICAL SERVICES

Customer employs the Authority and the Authority agrees to perform analytical services within the parameters listed on Attachment A.

Customer shall collect and deliver samples to the Authority's laboratory for analysis. Samples shall be properly collected and preserved in accordance with applicable sections of the Federal Water Pollution Control Administration's "A Practical Guide to Water Quality Studies of Streams," EPA manual "Methods for Chemical Analysis for Water and Wastes" and the latest edition of "Standard Methods for the Examination of Water and Wastewater." Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. A chain-of-custody procedure shall be maintained in both the field and laboratory in accordance with procedures established by the Customer. Customer shall furnish all applicable chains-of-custody to the Authority.

The Authority will perform all analyses according to the approved procedures set forth in the current edition of "Standard Methods for the Examination of Water and Wastewater" or the latest edition of the EPA Manual's "Methods for Chemical Analysis of Water and Wastes." Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. Samples shall be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept of the Authority's quality assurance program and made available to Customer upon request.

Unusual interferences and problems shall be reported to Customer at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken by mutual agreement when practical. The chain-of-custody sheet submitted with each sample shall designate the particular analysis or analyses to be made of each submitted sample. The Authority shall operate the laboratory in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in procedures should such be discovered.

Laboratory personnel shall be directed, upon 72 hours advanced written notice from the Customer, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by Customer. Travel and per diem expenses for court appearances hereunder shall be in accordance with Texas law.

Customer may deliver to the Authority samples for analyses separate and apart from those samples collected by the Authority. When Customer delivers samples to the Authority for analyses, Customer shall indicate the nature and extent of the analysis it desires to be conducted. Authority shall not be responsible for the manner of collection or chain-of-custody in matters entirely outside Authority's control. Authority shall receive, log, and perform such sample analyses in accordance with the chain-of-custody procedures identified under "Transfer of Custody and Storage" in Attachment B, attached hereto.

Samples analyzed to maintain the Authority's laboratory normal quality assurance program will be charged to Customer at the same rate as submitted samples.

E. REGULATORY SERVICES CUSTOMER SUPPORT FEE

Customer employs the Authority and the Authority agrees to perform Regulatory support services beyond the existing services already identified within the Agreement. This fee is an hourly rate based on time expended by the Authority that is currently not being recouped through existing fee development. Examples of this include providing assistance with Industrial Users not under the Authorities contracted oversight, regulatory program education or guidance, ordinance development, etc. The fee structure is listed on the schedule sheet, attached hereto as Attachment A.

ARTICLE II CALCULATION OF REIMBURSABLE COSTS

The basis for calculating reimbursable costs shall be as stated in the Regulatory Services Fee Schedule, attached hereto as Attachment A, which may be revised and updated annually by the Authority. Any revisions shall be incorporated by reference herein. A cost analysis shall be prepared and approved each year by the Authority prior to the effective date of said revision. Expenditures by the Authority of funds paid to it under this Agreement shall be subject to required state and federal audit procedures and state and federal auditor accepted practices. The Authority shall be responsible for maintaining books of account that clearly, accurately, and currently reflect financial transactions. Financial records must include all applicable documents substantiating cost that support the entries in the account records. The Authority must keep these records readily available for examination for a period of three years after the close of the last expenditure.

ARTICLE III COMPENSATION

The total amount charged by the Authority to Customer shall not exceed \$49,000 per annum during the Agreement Term, unless mutually agreed to by the Parties.

ARTICLE IV PAYMENT FOR SERVICES

The Authority shall bill Customer monthly for services performed. Charges for these services shall be based on the Regulatory Services Fee Schedule, attached hereto as Attachment A. Customer shall pay monthly invoices within 30 days of receipt.

ARTICLE V ENTIRE AGREEMENT

This Agreement contains all the terms, commitments, and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE VI
TERMINATION

Either Party may terminate this Agreement by giving the other Party 30 days' written notice to their authorized address as noted above. Upon delivery of such notice by either Party to the other and before expiration of the 30-day period, the Authority will proceed to cancel all existing orders, contracts, and obligations chargeable to this Agreement. After notice of termination is given, the Authority shall furnish Customer an invoice for all work performed under this Agreement. Customer shall pay the Authority for all work performed less any prior payments. Copies of all completed or partially completed reports, documents and studies prepared under this Agreement shall be delivered by the Authority to Customer in the event this Agreement is terminated prior to completion of the prescribed work.

DULY PASSED AND APPROVED by the City Council of the City of Wilmer, Texas, on this ____ day of _____, 2026.

APPROVED:

Frank Posada, City Administrator

ATTEST:

Katisha Bruner-Myles, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF WILMER

City Council Regular Meeting

6.

Meeting Date: 09/17/2026

Submitted by:

Agenda Caption:

Discuss and consider approving Resolution R2026-0917B to enter into an Interlocal Agreement (the "Agreement") between the City and the North Central Texas Council of Governments ("NCTCOG") for NCTCOG to act as the City's agent for the appointment and utilization of TXShare as the City's purchasing agent for the purchase of certain products and services through the TXShare Program; Authorizing the City Administrator to execute the interlocal agreement; and providing for an effective date.

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.

Options/Alternatives:

1. City Council may approve....
2. City Council may deny....

Recommendation:

Staff recommends approval.

Attachments

Resolution and Agreement

RESOLUTION NO. R2026-0917B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (“NCTCOG”) FOR NCTCOG TO ACT AS THE CITY’S AGENT FOR THE APPOINTMENT AND UTILIZATION OF TXSHARE AS THE CITY’S PURCHASING AGENT FOR THE PURCHASE OF CERTAIN PRODUCTS AND SERVICES THROUGH THE TXSHARE PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wilmer, Texas (the “City”) is a home rule or general law municipality organized and operating under the laws of the State of Texas; and

WHEREAS, Chapter 791 of the Texas Government Code, commonly known as the Interlocal Cooperation Act, authorizes local governments to contract with one another to perform governmental functions and services, provided that the agreement is authorized by each party’s governing body, states the purpose, terms, rights, and duties of the parties, and provides that payments are made from current revenues available to the paying party; and

WHEREAS, the City desires to enter into the Interlocal Agreement (the “Agreement”) for NCTCOG to act as the City’s agent to for the appointment and utilization of TXShare as the City’s purchasing agent for the purchase of certain products and services through the TXShare Program; and

WHEREAS, the City Council has reviewed the proposed Agreement attached hereto as **Exhibit “A”** and incorporated herein for all purposes (the “Agreement”); and

WHEREAS, the City Council finds that the Agreement serves a valid public purpose, promotes the efficient and effective delivery of governmental services, and is in the best interests of the City and its residents.

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

SECTION 1. The City Council hereby approves the Agreement attached hereto as **Exhibit “A,”** subject to final review and approval as to form by the City Attorney.

SECTION 2. The City Manager is hereby authorized to execute the Agreement and any related documents as reasonably necessary to carry out the intent and purpose of this Resolution and the Agreement in accordance with law.

SECTION 3. To the extent the Agreement requires payment by the City, such payment shall be made from current revenues available to the City as required by the Interlocal Cooperation Act.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval as provided by law.

DULY PASSED AND APPROVED by the City Council of the City of Wilmer, Texas, on this _____ day of _____, 2026.

APPROVED:

Frank Posada, City Administrator

ATTEST:

Katisha Bruner-Myles, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXHIBIT A

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: _____

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT ("ILA"). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and City of Wilmer, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 128 N Dallas Ave Wilmer, TX 75172.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services ("Products" or "Services") through the **TXShare** Program. Participants will access the Program through **www.TXShare.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant's solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant from purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: _____

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability to the Participant for any goods or services Participant purchases through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: _____

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
TXShare
616 Six Flags Drive, Arlington, TX 76011

NCTCOG Executive Director or Designee

Signature of Executive Director or Designee

Date

City of Wilmer

Name of Participating Agency

128 N. Dallas Ave

Mailing Address

Wilmer TX 75172

City State Zip

Phyllis Slough - Mayor Pro Tem

Name and Title of Authorized Official or Designee

Signature

Date

CITY OF WILMER

City Council Regular Meeting

7.

Meeting Date: 09/17/2026

Submitted by:

Agenda Caption:

Discuss and consider approving Resolution R2026-0917C approving and authorizing the city's participation in the Texas Smartbuy Membership Program administered by the Texas Comptroller of Public Account; Designating agents of record; Authorizing the City Administrator to executive the Texas Smartbuy Membership Application and all documents related thereto; and providing for an effective date.

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.

Options/Alternatives:

1. City Council may approve....
2. City Council may deny....

Recommendation:

Staff recommends approval.

Attachments

SmartBuy Membership Resolution
Wilmer Resolution



Texas SmartBuy Membership Program

Resolution

State of Texas, County of Dallas

(County Entity Located In)

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments **pursuant to §§271.082 and 271.083 of the Local Government Code.**

Whereas, the City Council
(Enter Board of Directors, City Council, Commissioner's Court, School Board, etc.)

of City of Wilmer, is a:
(Enter Name of Qualified Applicant/Entity)

(Check One of the Following)

- | | |
|--|--|
| ☐ Appraisal District | ☐ Charter/Academy School |
| ☐ Community Supervision/Corrections Department | ☐ Council of Governments/Planning Commissions |
| ☐ County | ☐ Education Service Center |
| ☐ Fire Prevention District | ☐ Hospital District |
| ☐ Judicial District | ☐ Junior/Community College |
| ☐ Library District | ☐ Mental Health/Mental Disability Organization |
| ☒ Municipality | ☐ School District |
| ☐ State-funded Assistance Organization | ☐ Texas Rising Star Care Provider |
| ☐ Special District | ☐ Utility District |
| ☐ Emergency Service | ☐ Drainage |
| ☐ Housing | ☐ Municipal |
| ☐ Political Subdivision | ☐ Special |
| ☐ Port or Transportation Authority | |
| ☐ Workforce Development Board | |

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to §271.081 of the Local Government Code.

Frank Posada - City Administrator and

Primary Contact and Title

Kim Pekofske - Senior Accountant

Secondary Contact and Title

is/are authorized to execute all documentation for City of Wilmer pertaining to its participation in the
(Entity Name)

Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

Whereas, City of Wilmer acknowledges its obligation to pay annual participation fees established by the
(Entity Name)

Texas Comptroller of Public Accounts.

Now, Therefore Be it Resolved, that request be made to the Texas Comptroller of Public Accounts to approve

City of Wilmer for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this _____ day of _____, _____ by _____
(Entity Name)

By: _____
Signature of Chair

Printed Name and Title of Chair

Signature of Primary Contact

Printed Name and Title of Primary Contact

Signature of Secondary Contact

Printed Name and Title of Secondary Contact



RESOLUTION NO. _R2026-0917C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS, APPROVING AND AUTHORIZING THE CITY'S PARTICIPATION IN THE TEXAS SMARTBUY MEMBERSHIP PROGRAM ADMINISTERED BY THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS; DESIGNATING AGENTS OF RECORD; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TEXAS SMARTBUY MEMBERSHIP APPLICATION AND ALL DOCUMENTS RELATED THERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wilmer (the "City") is a municipality and a "local government" as that term is defined in Section 271.081 of the Texas Local Government Code, and is therefore an entity qualified to participate in the Program; and

WHEREAS, the Texas Comptroller of Public Accounts (the "Comptroller") is authorized to provide purchasing services to local governments pursuant to Sections 271.082 and 271.083 of the Texas Local Government Code, and administers those services through the Texas SmartBuy Membership Program (formerly the State of Texas Cooperative Purchasing Program) (the "Program"); and

WHEREAS, Section 271.083 of the Texas Local Government Code provides that a local government that purchases goods or services under a contract made available through the Program satisfies any state law requiring the local government to seek competitive bids for the purchase of those goods or services; and

WHEREAS, participation in the Program will give the City access to competitively bid statewide term contracts, TXMAS contracts, Department of Information Resources technology contracts, and other cooperative contracts, allowing the City to leverage the purchasing volume of the State of Texas and to achieve savings of both cost and administrative effort; and

WHEREAS, in accordance with the requirements of Title 34, Texas Administrative Code, Section 20.85, the City desires to designate one or more Agents of Record authorized to execute any and all documentation on behalf of the City pertaining to its participation in the Program and to receive all correspondence from the Comptroller relating to the Program; and

WHEREAS, the City acknowledges its obligation to pay the annual participation fee established by the Comptroller for membership in the Program, and funds for such purpose are available and appropriated in the City's budget; and

WHEREAS, the City Council has determined that participation in the Texas SmartBuy Membership Program is in the best interest of the City and its residents.

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

SECTION 1. The City Council hereby approves the City's participation in the Texas SmartBuy Membership Program and directs that a request be made to the Texas Comptroller of Public Accounts to approve the City's membership in the Program.

SECTION 2. Pursuant to 34 Texas Administrative Code § 20.85, the following individuals are hereby designated as the City's Agents of Record, each of whom is authorized to execute any and all documentation on behalf of the City pertaining to its participation in the Program, to place orders and sign for purchases under Program contracts, and to receive all correspondence from the Comptroller concerning the Program:

Name:	Title:	Email:	Phone:
Frank Posada	City Administrator	fposada@cityofwilmer.net	972-441-6372
Kim Pekofske	Senior Accountant	kpekofske@cityofwilmer.net	972-441-6372

SECTION 3. The City Manager, or the City Manager's designee, is hereby authorized and directed to execute the Texas SmartBuy Membership Application, the Comptroller's Program resolution form, and any other agreements, certifications, renewals, or documents necessary or convenient to effectuate the City's participation in the Program, and to take all other actions reasonably necessary to carry out the intent of this Resolution.

SECTION 4. The City Council authorizes the payment of the annual participation fee established by the Comptroller for the Program, together with any applicable administrative or order-processing fees, from lawfully available funds of the City. This authorization continues from year to year for renewal of the City's membership unless and until revoked by action of the City Council.

SECTION 5. Purchases made by the City through the Program shall be made in accordance with applicable law, including Chapter 252 of the Texas Local Government Code and the City's purchasing policies. Nothing in this Resolution waives any requirement of law or City policy governing the approval or authorization of individual purchases.

SECTION 6. This Resolution shall take effect immediately upon its passage and approval as provided by law.

DULY PASSED AND APPROVED by the City Council of the City of Wilmer, Texas, on this ____ day of _____, 2026.

APPROVED:

Frank Posada, City Administrator

ATTEST:

Katisha Bruner-Myles, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

4908-9148-0782, v. 1

CITY OF WILMER

City Council Regular Meeting

8.

Meeting Date: 09/17/2026

Submitted by:

Agenda Caption:

Discussion regarding a request from Jason Sanford concerning the de-annexation of property annexed into the City pursuant to Ordinance No. O2023-0119ZR.

Background:

Attachments

Sanford Tracts Map

Sanford Tracts

Invalid Annexation

- Tract 1 annexed via Ordinance No. 2023-0119ZR (Jan. 19, 2023)
 - Property did not meet purported § 41.003 statutory criteria
 - No notice provided to landowner
 - No municipal services ever provided
 - No metes-and-bounds description
 - Property description exhibit incomplete and post-dated ordinance adoption
- Tract 2 also depicted as in city limits despite no ordinance
- Landowner requests that City Council:
 1. Acknowledge ordinance as null and void
 2. Acknowledge that Tract 2 was never subject to any annexation ordinance
 3. Correct city maps and records accordingly

