



**MINUTES  
CITY COUNCIL MEETING  
SEPTEMBER 2, 2025**

**CALL TO ORDER – Roll Call and Determination of a Quorum**

The Parker City Council met in a regular meeting on the above date at Parker City Hall, 5700 E. Parker Road, Parker, Texas, 75002.

Mayor Lee Pettie called the meeting to order at 5:30 p.m. Mayor Pro Tem Buddy Pilgrim and Councilmembers Billy Barron, Roxanne Bogdan, Colleen Halbert, and Darrel Sharpe were present.

Staff Present: Asst. City Administrator/City Secretary Patti Scott Hull (left @ 6:20 p.m.) and Interim City Attorney Catherine Clifton

**EXECUTIVE SESSION START TO FINISH** -Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

**RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:**

Government Code Section 551.074 Personnel – To deliberate the appointment, employment, or duties of a city administrator.

Government Code Section 551.074 Personnel—To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Government Code Section 551.071(1)—Consultation with City Attorney concerning Pending or Contemplated Litigation.

Government Code Section 551.071 (1) – Consultation with City Attorney concerning PUC Docket No. 58200; Petition of WY Ladera, LLC to amend the City of Parker's Certificate of Convenience and Necessity No. 12330.

Government Code Section 551.071(2) – Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter (Open Meetings Act).

Mayor Lee Pettie recessed the special meeting to Executive Session at 5:32 p.m.

**RECONVENE REGULAR MEETING UPON CONCLUSION OF EXECUTIVE SESSION.**

Mayor Lee Pettie reconvened the meeting at 7:49 p.m.

**ANY APPROPRIATE DELIBERATION AND/OR ACTION ON ANY OF THE EXECUTIVE SESSION SUBJECTS LISTED ABOVE.**

**MOTION:** Councilmember Halbert moved to authorize the Water Treatment Permit Agreement (Water CCN Payment) between WY Ladera, LLC and the City of Parker, Texas. (See Exhibit 1 – Water CCN Payment Agreement between WY Ladera, LLC and the City of Parker, Texas, dated September 2, 2025.) Councilmember Bogdan seconded.

*Council asked Interim City Attorney to give an overview for any citizens/residents listening and she replied, "The certificate of convenience and necessity that allows us to provide water for a finite area." This area [inaudible] "is at the edge of that CCN area and has asked to be released from it as we do not currently have service close to them, and they can obtain that service from another municipality. This agreement provided for that release within the PUC and for payment to the City for compensation for the value of the existing CCN."*

Councilmembers Barron, Bogdan, Halbert, Pilgrim, and Sharpe for the motion. Motion carried 5-0.

## ADJOURN

Mayor Pettie adjourned the meeting at 7:52 p.m.



ATTESTED:

*Patti Scott Hull*

Patti Scott Hull, City Secretary

APPROVED:

*Lee Pettie*

Mayor Lee Pettie

Approved on the 30th day  
of September, 2025.

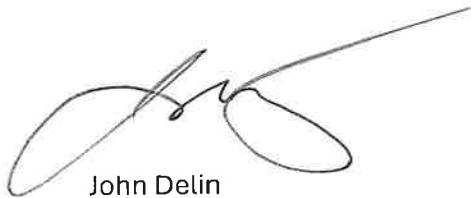


LADERA LIVING 55+ COMMUNITIES

09/10/2025

Per the attached agreement between the City of Parker and Wy Ladera, LLC, please find enclosed a check for \$3,000. Please contact me if you have any questions.

Thank you,



John Delin

**WATER CCN PAYMENT AGREEMENT****WY LADERA, LLC****AND****CITY OF PARKER, TEXAS**

This water CCN payment agreement ("CCN Compensation Agreement") is entered into by and between WY Ladera, LLC (the "Developer") and the City of Parker, Texas (the "City of Parker"), each of whom agree to be bound by this Agreement (each individually, a "Party," and collectively, the "Parties"), to be effective on the date of the last signatory herein below ("Effective Date").

WHEREAS, Developer owns a certain approximately 48-acre tract of land within the northeastern corporate limits of the City of Wylie, Texas, and immediately east of the corporate limits of the City of Parker, identified by the Collin Central Appraisal District as Property ID: 2121734 (the "Development Property"); and

WHEREAS, the City of Parker is the holder of water certificate of convenience and necessity ("CCN") No. 10207; and

WHEREAS, a petition to decertify the Development Property from the City of Parker's water CCN No. 10207 has been filed with the Public Utility Commission of Texas ("PUC") in Docket No. 58200 ("Decertification Petition"); and

WHEREAS, the City of Parker and Developer agree that \$9,000 is just and adequate compensation pursuant to PUC rules at 16 Tex. Admin. Code §§25.245(i) and (j) associated with the Decertification Petition ("Compensation Amount").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City of Parker agree as follows:

**1. Representations; Development Property Subject to this Agreement.**

The City of Parker and Developer agree that the foregoing recitals: (a) are true and correct as of the Effective Date; (b) form the basis upon which the City of Parker and Developer negotiated and entered into this Agreement; (c) reflect the final intent of the City of Parker and Developer with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The City of Parker and Developer have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of City of Parker and Developer as reflected by the recitals, would not have entered into this Agreement.

**2. City of Parker's Agreement to Cooperate in Processing the Necessary Documents at the PUC.**

City of Parker agrees not to object to final approval of the Decertification Petition, and to make any necessary filings or joint filings with Developer, pursuant to PUC rules at 16 Tex. Admin. Code §25.245 regarding this Water CCN Compensation Agreement and the Compensation Amount.

**3. Developer' Agreement to Compensate City of Parker.**

In exchange for City of Parker's cooperation regarding the Decertification Petition, Developer agrees to compensate City of Parker in the Compensation Amount of \$9,000 for its reasonable and necessary legal costs, county recording costs incurred pursuant to Tex. Water Code § 13.257(r), and satisfaction of any further just and adequate compensation City of Parker might be entitled to in connection with the Decertification Petition.

The Parties agree that the Compensation Amount agreed to herein is solely limited to the unique circumstances of decertification of the Development Property and not intended to indicate just and adequate compensation for any other property within the City of Parker's water CCN service area.

Within 5 business days of the effective date of this CCN Compensation Agreement, Developer will pay \$3,000 of the Compensation Amount to the City of Parker. The remaining \$6,000 of the Compensation Amount will be paid within 5 business days of the date that the PUC's final approval of the Compensation Amount is final and appealable, providing no appeal has been filed.

**4. General Provisions**

Termination. This CCN Compensation Agreement terminates within 5 business days of the date that the PUC's final approval of the Compensation Amount is final and appealable, providing no appeal has been filed, and Developer has paid the Compensation Amount.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Assignment. Developer may make an assignment of all or of a portion of Developer's rights and obligations under this Agreement without the consent of the City of Parker.

Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County District Court.

**Remedies.** IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

IN WITNESS THEREOF, Developer and City of Parker, through the authorized officer of each, do hereby execute this Settlement Payment Agreement.

By: \_\_\_\_\_

WY Ladera, LLC

a Texas limited liability company

By: \_\_\_\_\_

John Delin

Its: Managing Member

Date: \_\_\_\_\_

09-10-25

**City of Parker Texas**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MAYOR

9-4-25