



ENGINEERING SERVICES

To: Mayor and Town Council

From: Hulon T. Webb, Jr., P.E., Director of Engineering Services

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager

Re: First Amendment – Thoroughfare Impact Fees Reimbursement Agreement
(Park Place, Prosper Meadows, and Shaddock-Prosper)

Town Council Meeting – February 25, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute the First Amendment to the Thoroughfare Impact Fees Reimbursement Agreement between PPP 100 DEV LLC, PROSPER MEADOWS LP, SHADDOCK-PROSPER PARK PLACE 2, LLC, and the Town of Prosper, Texas, related to the construction of Teel Parkway, Prosper Trail, and Legacy Drive to serve the Park Place, Prosper Meadows, and Shaddock-Prosper developments.

Description of Agenda Item:

At the September 26, 2023, Town Council meeting, the Town Council approved a Thoroughfare Impact Fees Reimbursement Agreement with PPV 100 DEV LLC, PROSPER HILLS LP, and PROSPER MEADOWS LP, which are developing multiple residential projects and were required to construct the following thoroughfares:

- Project 1: southern half of Prosper Trail from the western limits of the Park Place development (eastern limits of the Prosper Hills development, now referred to as Shaddock-Prosper) to the eastern limits of the Park Place development (western limits of the Star Trail development)
- Project 2: southern half of Prosper Trail from Teel Parkway to eastern limits of the Shaddock-Prosper development
- Project 3: eastern half of Teel Parkway from Prosper Trail to southern limits of Shaddock-Prosper development
- Project 4: after construction of Projects 1-3 above, and prior to the start of development of the Preston Meadows development, if sufficient remaining thoroughfare impact fees are available, then northern half of Prosper Trail adjacent to the Prosper Meadows development

Per the original Thoroughfare Impact Fees Reimbursement Agreement, in order to provide the required second point of access to the Park Place development, prior to the final acceptance of the first phase within any of the three developments, the thoroughfare listed above as Project 1 must be completed and accepted by the Town, in addition to:

- Segment A: southern half of Prosper Trail from the eastern limits of the Park Place development to Legacy Drive, and one of the following:
- Segment B: western half of Legacy Drive from Prosper Trail to northern limits of Star Trail development with transition to Joyce Hall Elementary,
- Segment C: eastern half of Legacy Drive from Prosper Trail to Joyce Hall Elementary, that is planned to be constructed by others, or
- Segment D: paving improvements within the Pearls at Prosper community, connecting from Prosper Trail to Legacy Drive.

If Segment B is constructed, the Town will contribute \$200,000 towards the cost of construction after completion and acceptance by the Town.

Since the approval of the original agreement, PROSPER HILLS LP, assigned to SHADDOCK-PROSPER PLACE 2, LLC, its rights, interests, and obligations. In addition, there is another roadway segment that is being constructed with the Star Trail development that meets the criteria for a second point of access.

The purpose of the First Amendment to the Thoroughfare Impact Fees Reimbursement Agreement is to add Segment E within the Star Trail development, connecting Prosper Trail to Legacy Drive, as an additional option for providing the required second point of access. The First Amendment also includes revisions to Exhibit B, C, and D to depict this change.

Budget Impact:

The total estimated cost for the design and construction of Projects 1, 2, 3, and 4 is \$4,685,000. The current anticipated thoroughfare impact fees owed by the Park Place, Prosper Meadows, and Shaddock-Prosper developments is \$3,159,666. In the event that full reimbursement has not been made to PPP 100 DEV LLC, PROSPER MEADOWS LP, SHADDOCK-PROSPER PARK PLACE 2, LLC, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the roadways, the Town will reimburse PPP 100 DEV LLC, PROSPER MEADOWS LP, SHADDOCK-PROSPER PARK PLACE 2, LLC, any shortfall.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the amendment as to form and legality.

Attached Documents:

1. Town of Prosper Thoroughfare Plan
2. First Amendment Thoroughfare Impact Fees Reimbursement Agreement
3. Original Thoroughfare Impact Fees Reimbursement Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute the First Amendment to the Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development.

Proposed Motion:

I move to authorize the Town Manager to execute the First Amendment to the Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development.