



## 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:** Thoroughfare Impact Fees Reimbursement Agreement  
(Creekside)

**Town Council Meeting – September 23, 2025**

**Strategic Visioning Priority: 1. Acceleration of Infrastructure**

---

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of Legacy Drive to serve the Creekside development.

**Description of Agenda Item:**

Shaddock-Creekside Prosper, LLC, is developing Creekside on the east side of Legacy Drive south of Frontier Parkway. In order to facilitate the development, they have agreed to construct two (2) lanes of Legacy Drive from the southern limits to the northern limit of the development, as shown on Exhibit B in the agreement. The southern limits will connect to the Legacy Drive improvements that will be constructed in conjunction with the Prosper Independent School District's Middle School that is currently under construction.

Since the proposed thoroughfare is depicted on the Town of Prosper Thoroughfare Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of thoroughfare impact fees collected by the development. The purpose of the Thoroughfare Impact Fees Reimbursement Agreement is to outline the obligations of the Town of Prosper, and Shaddock-Creekside Prosper, LLC, related to the design, construction, credit and reimbursement of collected thoroughfare impact fees to fund the project.

**Budget Impact:**

The estimated cost for the design and construction of the extension of approximately 1,448 feet of two (2) lanes of Legacy Drive is \$1,479,149. The current anticipated thoroughfare impact fees owed by the Creekside development is \$1,337,713. In the event that full reimbursement has not been made to Shaddock-Creekside Prosper, LLC, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the thoroughfare, the Town will reimburse Shaddock-Creekside Prosper, LLC, any shortfall.

**Legal Obligations and Review:**

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. Shaddock-Creekside Prosper, LLC, will contribute up to \$2,000 towards the legal preparation fees.

**Attached Documents:**

1. Town of Prosper Thoroughfare Plan
2. Thoroughfare Impact Fees Reimbursement Agreement

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of Legacy Drive to serve the Creekside development.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of Legacy Drive to serve the Creekside development.