

PROPOSAL FOR PLANNING SERVICES



To: Ms. Valerie Armendariz
Town of Anthony
401 Wildcat Drive
Anthony, Texas 79821

Date: July 16, 2024
Project: Town of Anthony Planning Services
2024 – 2025
File No.: P24-5-2586

Project Description

The proposal incorporates requested planning services related to the development and growth of the Town of Anthony. This proposal focuses on three deliverables related to planning services, master plan services review of development proposals, master planning, and revisions needed to the zoning code.

General Scope of Services

Task 1: Planning services will consist of the following components:

1. Review rezoning applications on an on-call basis.
2. Review subdivision plat applications on an on-call basis.
3. Review development plans, reports, and provide planning research on an on-call basis.
4. Provide technical expertise regarding planning and scoping for capital improvement projects on an on-call basis.
5. Provide technical expertise regarding potential grant funding for planning and capital improvement projects on an on-call basis.

Task 2: Master plan services will consist of the following components:

1. Review development standards regarding proposed 900-acre development.
2. Attend meetings with Town of Anthony regarding proposed 900-acre development.
3. Develop recommendations regarding street cross sections, parkland dedication, residential and commercial development standards, landscaping, parking, signage, and other standards for proposed 900-acre development.
4. Develop processes and procedures, including fee structure, for subdivision/platting applications, building permits, and other development permits for proposed 900-acre development.

Task 3: The Zoning Code Update will consist of the following components:

Phase 1 – Fiscal Year 2025

1. Review existing zoning code structure and development standards.
2. Develop recommendations for the zoning ordinance update, including zoning categories, permitted uses, setbacks, lots sizes, parking, signage, landscaping, and other development standards.
3. Conduct meetings with Town of Anthony staff regarding proposed revisions to the zoning code.
4. Conduct one meeting with the Town Council regarding proposed revisions to the zoning code.
5. Develop new zoning map.

Phase 2 – Fiscal Year 2026 (This is for *Information Only* and is not part of this proposal.)

1. Develop new processes and procedures for implementing the zoning code.
2. Conduct meetings with Town of Anthony staff regarding proposed revisions to the zoning code.



3. Conduct at least three community meetings regarding proposed revisions to the zoning code.
4. Conduct at least two meetings with the Town Council regarding revisions to the zoning code.

Fee for Professional Services & Schedule

We propose to perform the above Tasks on or before August 31, 2025, unless an extension is granted by the Town of Anthony.

Task 1: Planning Services	\$6,050 (Fiscal Year 2024)
Task 2: Master Plan Services	\$8,450 (Fiscal Year 2024)
Task 3: Zoning Code Update (Phase 1 – Fiscal Year 2025)	\$49,890 (Fiscal Year 2025)

Acceptance

If this scope, fee, schedule, and Agreement (see Exhibit A) are acceptable, please sign in the space provided below, and return this proposal to our office to provide authorization to proceed with our services.

We appreciate your preference, and look forward to working with you on this project. If you have questions, or need further information, please contact us.

Respectfully Submitted,

LOI CONSULTANTS

A handwritten signature in black ink, appearing to read 'Fred Lopez'.

Fred Lopez, FAICP CTP, CNU-A
COO / Practice Leader
Urban Planning

cc: Above (1) via e-mail

Approved by:

Name Anthony Turner
Signature [Handwritten Signature]
Company Town of Anthony Texas
Date July 22, 2024

EXHIBIT "A" AGREEMENT



ACCEPTANCE OF THIS AGREEMENT Client agrees that execution of this Agreement is a material element of the consideration LEC Engineering Inc. (dba LOI ENGINEERS) required to execute the Services, and if Services are initiated by LOI ENGINEERS (LOI) prior to execution of this Agreement as an accommodation for Client at Client's oral request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

CHANGE ORDERS. Client may request changes to the Scope of Services (Scope) by altering or adding to the Scope. If Client so requests, LOI will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Scope and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not allow the changes, but instead directs, authorizes orally or permits LOI to perform modified services, the Scope will be changed accordingly and LOI will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to LOI at the time of proposal, LOI is entitled to a change order adjusting its Scope and fee.

LIMITATION OF LIABILITY. Client and LOI have evaluated the risks and rewards associated with this project, including LOI's fee relative to the risks assumed, and agree to allocate certain of the risks so that, to the fullest extent permitted by law, the total liability of LOI (and its related corporations and employees) to Client and third parties granted reliance is limited to its fee or \$50,000, whichever is greater, for any injuries, damages, claims, losses, or expenses (including attorney and expert fees) out of LOI's services or this Agreement, regardless of cause(s).

INDEMNITY. LOI and Client shall mutually indemnify and hold harmless each other, their representatives, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event, such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of LOI and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

WARRANTY. LOI will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. LOI makes no warranties or guarantees, either expressed or implied, relating to its services, and LOI disclaims any implied warranties, or warranties imposed by law, including those of merchantability and fitness for a particular purpose.

SUBSURFACE EXPLORATIONS. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands LOI's layout of borings and test locations is approximate and that LOI may deviate a reasonable distance from those locations. LOI will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

TESTING AND OBSERVATIONS. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on test and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce, not eliminate project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling LOI so LOI can perform these Services. LOI shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and LOI's performance or testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

SAMPLE DISPOSITION, AFFECTED MATERIALS, AND INDEMNITY. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to LOI all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that LOI is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary), required to ensure the equipment and reasonable disposal costs. LOI shall not be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that LOI neither created nor contributed to the creation or existence of any affected materials conditions at the site. Accordingly, Client waives any claim against LOI and agrees to indemnify and save LOI, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of LOI's non-negligent performance of services hereunder, or for any claims against LOI as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

TERMINATION. Either party may terminate this Agreement of the Services upon written notice to the other. In such case, LOI shall be paid costs incurred and fees earned to the date of termination plus reasonable costs for closing the project.

ALTERNATIVE DISPUTE RESOLUTION. This Agreement shall be construed and interpreted solely in accordance with the Laws of the State of Texas. In the event of a dispute arising out of the performance of services by LOI, both Client and LOI agree to Alternative Dispute Resolution (ADR) as the preferred means to settle such dispute in lieu of litigation. The Client and LOI agree to resolve all legal claims through final binding arbitration and waive their right to a trial by jury for any claim.

OWNERSHIP OF DOCUMENTS. Work product, such as reports, logs, data, notes, or calculations, prepared by LOI ENGINEERS shall remain LOI's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of LOI. Files shall be maintained in general accordance with LOI's document retention policies and practices.

THIRD PARTY RELIANCE. This Agreement and the Services provided are for LOI and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period, not to exceed three months from the date on the report, LOI will issue additional reports to others agreed upon with Client; however, Client understands that such additional reports will not be issued until those parties' sign and return LOI Agreement and LOI receives the agreed-upon reliance fee.

PAYMENT. Payment is due upon receipt. Client agrees to pay 18% or \$150 per month (late fee) whichever is greater on any remaining unpaid balance after 30 days from the date of the invoice. Client agrees to pay all expenses incurred by LOI in the event any balance past due or contested is placed in a collection agency or given to an attorney for collection.

REPRESENTATIONS. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of the Agreement contemplated herein.

