



**NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**



January 25, 2016 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Marco Mejia

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 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.

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.

- C1. Consider approval of minutes from the City Council Special Meeting held on November 16, 2015.
- C2. Consider a resolution approving participation by the City of Lancaster in the Community Outdoor Outreach Program by the Texas Parks & Wildlife Department (TPWD) for the purpose of helping to finance activities and interpretive signage at Bear Creek Nature Park.
- C3. Consider a resolution adopting the Federal Emergency Management Agency (FEMA) approved 2015 Dallas County Hazard Mitigation Plan.
- C4. Consider a resolution approving the terms and conditions of the interlocal agreement by and between the University of Texas Southwestern Medical Center and the City of Lancaster, for services related to the provision of paramedic continuing education.
- C5. Consider a resolution approving the amendment to the airport ground lease agreement between the City of Lancaster and Airport Properties Inc., and Sterling May, by providing for a new termination date of May 20, 2029 at the Lancaster Regional Airport.
- C6. Consider an ordinance granting a franchise for the collection and removal of commercial solid waste to Community Waste Disposal (CWD).
- C7. Consider a resolution authorizing Dallas County to resell 3204 Belvedere Drive, a tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.
- C8. Consider a resolution approving the first amendment to the ambulance services agreement with Dallas County for the provision of ambulance services to unincorporated areas adjacent to the City of Lancaster, to extend the term of the agreement for an additional two years.

- C9. Consider a resolution approving the first amendment to the fire services agreement with Dallas County for the provision of fire services to unincorporated areas adjacent to the City of Lancaster, to extend the term of the agreement for an additional two years.

PUBLIC HEARING:

10. Z15-06 Conduct a public hearing and consider an ordinance amending the comprehensive zoning ordinance by granting a change in zoning from Single Family 6 (SF-6) to Commercial Highway (CH) on approximately 0.5 acres located at 3712 Waters Street generally located on the east line of Waters Street, North of Daniieldale Road.

ACTION:

11. Discuss and consider a resolution granting a request for Special Exceptions pursuant to Sections 14.505 (a) 2 and 3, height and articulations; to provide a Special Exception for increased height on the proposed Huntington Industrial site located between Longhorn Drive and North Houston School Road and more commonly known as 3201 N. Houston School Rd.

ADJOURNMENT

EXECUTIVE SESSION: The 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.

ACCESSIBILITY STATEMENT: The Municipal Center is wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 21, 2016 @ 7:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider approval of minutes from the City Council Special Meeting held on November 16, 2015.

Background

Attached for your review and consideration are minutes from the:

- City Council Special Meeting held November 16, 2015

Submitted by:

Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF NOVEMBER 16, 2015

The City Council of the City of Lancaster, Texas, met in a called Special session in the Council Chambers of City Hall on November 16, 2015 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Carol Strain-Burk
Deputy Mayor Pro Tem Stanley Jaglowski
Marco Mejia

Councilmembers Absent:

Mayor Pro Tem James Daniels
LaShonjia Harris
Nina Morris

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Fabrice Kabona, Assistant to the City Manager
Cheryl Womble, Administrative Support Supervisor
Kay Brown, Community Relations Coordinator
Sam Urbanski, Police Chief
Brad Boulton, Assistant Police Chief
Thomas Griffith, Fire Chief
Pat Adamcik, Assistant Fire Chief
Alton Dixon, Purchasing Agent
Jermaine Sapp, Fleet Superintendent
Cynthia Pearson, Finance Director
Baron Sauls, Assistant Finance Director
Mayra Rios, Assistant City Secretary
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on November 16, 2015.

Presentation:

Mayor Knight presented Graduate Certificates to members of the recent Civic Leadership Academy and congratulated members on a successful completion of the program. Additionally, Mayor Knight encouraged the graduates to serve on the various Boards and Commissions of the City as a way of serving the community. Certificates were presented to: Daryle Clewis, Sandi Collier, Jerry Diffenderfer, Cynthia Johnson, Mark Johnson, Chefita Kunkel, Syrinithnia Mann, Lourdes Salas, Cecelia Smith Whitson, Nicole Spencer, Esther Umeh, Roderic Tyler, and Cheryl Womble. Sandra Goodwin graduated but was not in attendance.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. Discuss and consider adopting the following:

- Resolution No. 2015-11-88 regarding updated Rules and Procedures;
- Resolution 2015-11-89 regarding updated Boards and Commissions Policy;
- Ordinance No. 2015-11-24 amending section 14.209 “Planning and Zoning Commission” of the Lancaster Development Code; and
- Ordinance No. 2015-11-25, amending section 18.06.004 of the Lancaster Code of Ordinances, “Parks and recreation advisory board, tree board, and recreational development corporation”.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to approve consent item. The vote was cast 4 for, 0 against [Daniels; Harris, and Morris absent].

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to adjourn. The vote was cast 4 for, 0 against [Daniels; Harris, and Morris absent].

The meeting was adjourned at 7:11 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider a resolution, approving participation in the Community Outdoor Outreach Program by the Texas Parks & Wildlife Department (TPWD) for the purpose of helping to finance activities and interpretive signage at Bear Creek Nature Park.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Healthy, Safe & Vibrant Community

Background

In 2015, Texas Parks & Wildlife Development (TPWD) had Millions of grant dollars restored by way of the 84th Legislative session. The Lancaster City Council was instrumental in this by passing a resolution in support. There is currently a \$50,000 grant available to local governments throughout Texas for providing outdoor and environmental educational activities and community outdoor outreach programs.

Bear Creek Nature Park currently provides a venue for this and will be applying for a \$17,000 grant for interpretive/wayfinding signage and \$21,000 for camping gear and staffing cost through the Community Outdoor Outreach Program (CO-OP) grant authorized by TPWD.

The CO-OP grant is a one year grant and does not require a monetary match. The grant requires in-kind partnerships in the form of staff and volunteer time, donated funds and materials. Bear Creek has formed partnerships with agencies and volunteers specific to the grant requirements to meet this obligation.

The CO-OP grant application will be for \$17,000 in funds to purchase interpretive/wayfinding signage that will identify various flora, fauna and tree species in our nature park. The application will also request an additional \$21,000 to purchase outdoor camping gear for local underserved and special needs families to experience Bear Creek Nature Park for a therapeutic outdoor recreation experience that they otherwise would not be able to participate in. The grant is for one year with ability to reapply in two years and requires a resolution authorizing application.

Bear Creek Nature Park currently offers residents outdoor programming through its equestrian and nature trails, outdoor classroom and implements an Annual Family Camp Out and Trail Appreciation Day event. Bear Creek is also used weekly by outdoor enthusiast who utilizes the outdoor pavilion, climbing rock and open space.

Considerations

- **Operational** – Approval of this resolution authorizes submittal of a grant application for funding to purchase equipment for outdoor recreation programs.
- **Legal** – The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – The City of Lancaster will submit a grant application to the Texas Parks & Wildlife Department in the amount of \$38,000. There is no cost to submit the application. If approved, the City of Lancaster will provide an in-kind match.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution

Submitted by:

Sean Johnson, Managing Director
Quality of Life and Cultural Services

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LANCASTER, TEXAS, APPROVING PARTICIPATION IN THE COMMUNITY OUTDOOR OUTREACH PROGRAM GRANT, MANAGED BY THE TEXAS PARKS & WILDLIFE DEPARTMENT (TPWD) FOR THE PURPOSE OF ASSISTING IN FUNDING OF ENVIRONMENTAL EDUCATION AND OUTDOOR RECREATION PROGRAMMING AT BEAR CREEK NATURE PARK, AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT AGREEMENT; PROVIDING A REPEALING CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Mayor and City Council of the City of Lancaster understand the importance of Bear Creek Nature Park as a resource to the citizens of Lancaster; and

WHEREAS, the City of Lancaster authorizes the submittal of a grant application to TPWD for the Community Outdoor Outreach Program grant, January 2016-December 2016; and

WHEREAS, the City Manager or her designee is hereby authorized to execute all grant documents necessary to secure grant funds and implement the approved grant project.

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

SECTION 1. That the City Council, authorizes submittal of a grant application to Texas Parks and Wildlife Department for the Community Outdoor Outreach Program, a cooperative program between the Texas Parks & Wildlife Department and the Texas Recreation and Parks Account Program; and the City of Lancaster, authorizes the City Manager to sign and execute all related documents on behalf of the City of Lancaster.

SECTION 2. All resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of January, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider a resolution adopting the Federal Emergency Management Agency (FEMA) approved 2015 Dallas County Hazard Mitigation Plan.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Healthy, Safe & Vibrant Community

Background

Both the Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require local communities to adopt a Hazard Mitigation Plan in order to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes. These Hazard Mitigation Plans are to be approved at least every five years for jurisdictions to maintain eligibility for funding. The Dallas County Hazard Mitigation Action Plan (HazMAP) is an extension of the City of Lancaster Emergency Management Plan and is a record of the cities potential hazards, risks and strategies to reducing the long-term consequences of natural hazards. The HazMAP outlines mitigation goals, identifies risk reduction strategies for hazards that threaten the City, and discusses the ongoing risk reduction strategies to be undertaken.

The Dallas County HazMAP is a multi-jurisdictional plan and is a culmination of almost three years of planning and development. The planning process was led by the Dallas County Office of Homeland Security and Emergency Management (HSEM) and involved 22 jurisdictions and agencies. The plan has gone through several reviews by FEMA and the State of Texas and we have finally received approval of the plan from these agencies. The last step is to adopt the plan locally for finalization.

The Dallas County HazMAP is a large document (1694 pages) and it contains many data-intensive maps. An Executive Summary has been submitted that was provided by the County. The "Lancaster Annex"; Lancaster's portion of the plan is included. A copy of the entire plan can be accessed online via the Dallas County Office of Homeland Security and Emergency Management web page at:

http://www.dallascounty.org/departments/osem/documents/2015_12_01_Dallas_County_HazMAP_APA_Copy.pdf

Considerations

- **Operational** – Required for Lancaster by FEMA and the Disaster Mitigation Act of 2000. It is required in order to implement the Emergency Management operations during a disaster as well as eligibility for federal funds.
- **Legal** – The City Attorney has reviewed and approved the Resolution as to form.
- **Financial** – This plan is required for pre-disaster and post-disaster funding.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. City Council may approve the Resolution as presented.
2. City Council may reject the Resolution.

Recommendation

Staff recommends approving the Resolution as presented.

Attachments

- Resolution
 - Lancaster HazMAP Annex
 - Dallas County Approval & Executive Summary
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ADOPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) APPROVED 2015 DALLAS COUNTY HAZARD MITIGATION ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, recognizes the threat that natural hazards pose to people and property within the City; and

WHEREAS, the City of Lancaster has prepared a multi-hazard mitigation plan, hereby known as the Dallas County Hazard Mitigation Action Plan ("Dallas County HazMAP") dated December 15, 2015, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Dallas County HazMAP dated December 15, 2015, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Lancaster from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Dallas County HazMAP dated December 15, 2015; and

WHEREAS, upon full review and consideration of the Dallas County HazMAP dated December 15, 2015, and all matters related thereto, the City Council is of the opinion and finds that Dallas County HazMAP should be approved and adopted by the City of Lancaster;

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

SECTION 1. That the City of Lancaster in accordance with Disaster Mitigation Act and state law hereby approves and adopts the Dallas County Hazard Mitigation Plan, which is attached herein as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of January, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

City of Lancaster Annex

The City of Lancaster annex was prepared in 2013 as part of the update to the Dallas County Multi-Jurisdictional Hazard Mitigation Action Plan. The City of Lancaster has a FEMA approved hazard mitigation plan that was adopted in 2009. The city was one of the 11 jurisdictions that participated in the initial Dallas County Hazard Mitigation Action Plan.

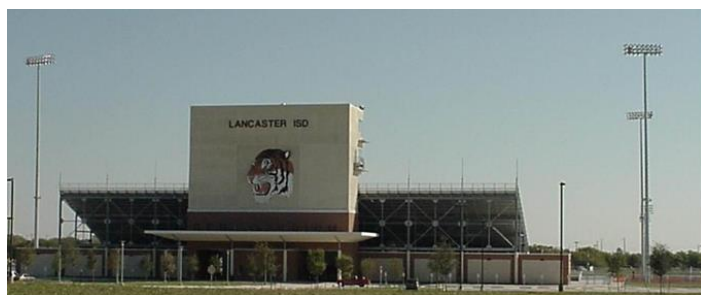
This annex together with the countywide hazards and strategies discussed in the previous section serves as a complete hazard mitigation planning tool for the City of Lancaster and is an addition to. It contains updated capability assessment information, a specific vulnerability assessment, and a complete mitigation strategy. The methodology and process for developing this annex is explained throughout the following sections.



Introduction

Lancaster is located at 36.368 N and 96.4630 W. It is at the southern border of Dallas County and sits directly east of DeSoto and approximately 20 minutes for downtown Dallas. Ten Mile Creek and its tributaries run throughout the area.

Abram Bledsoe bought half of the Roderick Rawlins survey in 1847 and five years later laid out a city plan near the community of Pleasant Run. He named his township Lancaster, after the name of his birthplace, Lancaster, Kentucky. Bledsoe brought with him his daughter, Virginia, a schoolteacher, who married Roderick A. Rawlins, the son of Roderick Rawlins, a settler in the area since 1845. The White family of Tennessee moved to Lancaster in late 1851, and R. P. Henry, a native of France, moved his family to Lancaster in the early 1860s. A carding machine was operated in the community in 1850. Dr. H. J. Moffett established his drugstore and practice there in 1851. In 1860 a post office was established in Lancaster and was later incorporated as a city in May 1887, becoming one of the first incorporated communities in Dallas County. R.P. Henry & Sons Bank that was robbed by Clyde Barrow of Bonnie & Clyde fame was located near the southeast corner of the town square.



According to the 2010 U.S. Census Bureau, the population of Lancaster is approximately 36,361. The racial makeup of the city is 12.9% Non-Hispanic White, 68.7% African American, 0.4% Native American, 0.3% Asian, and 2.1% from two or more races. Hispanic or Latino of any race is 17%. The city has a total area of 30.3 square miles with all of it being land. There are approximately 13,622 housing units in the city consisting of single-family, multi-family,

and other semi-permanent structure (i.e. mobile homes, manufactured housing, boats, and RVs) units.

The City of Lancaster operates under the Council-Manager form of government. Council-Manager governments function with the City Manager appointed by the Council. The Manager is responsible for the day-to-day management of city activities. The Council sets policy for the city, adopts the annual budget, appoints committee members, and addresses requests from the community. The City Manager then administers the ordinances and resolutions approved by the City Council. In addition, the City Manager is responsible for all personnel matters in the city and for preparing and submitting an annual budget for Council review.



Lancaster has access to two railroad lines with an intermodal facility, and its own municipally-owned 5,000-foot runway airport. These resources enhance the opportunities to distribute products and services around the world. Lancaster also offers citywide Triple Freeport which is important in landing logistic developments (lancastertx.org).

Internal Planning Process:

The table below lists members of the City of Lancaster Hazard Mitigation Planning Team (HMPT). These individuals collaborated to identify the city's critical facilities, provide relevant plans, report on progress of mitigation actions and provide suggestion for mitigation actions for the City of Lancaster.

Group	Name	Department	Position	Role/Perspective
Administrative	Thomas Griffith	Fire Department	Fire Chief/EMC	HMPT Coordinator, Policy, Oversight
Administrative	Marcus Knight	City Council	Mayor	Emergency Management Director
Administrative	Opal Mauldin-Robertson	City Manager's Office	City Manager	Administration, Oversight, Policy
Administrative	Aretha Adams	City Manager's Office	Assistant City Manager	Administration, Oversight, Policy
Administrative	Alicia Oyedele	City Manager's Office	PIO	Policy Communication with Public
Administrative	Dolle Downe	City Secretary Office	City Secretary	Policy
Administrative	Ange Arenas	City Secretary Office	Assistant City Secretary	Policy
Fire	Pat Adamcik	Fire	Assistant Fire Chief	Data, Policy, Disaster Response, Wildfire,
Fire	David Terry	Fire	Fire Marshal	Data, Wildfire, Fire Codes,
Fire	Dee Dee Hillary	Fire	Medical Office/ PIO	Data, Medical & Disaster Response
Fire	David Perez	Fire	A Shift Battalion Chief	Fire Response, Disaster Response

Group	Name	Department	Position	Role/Perspective
Fire	Rob Franklin	Fire	B Shift Battalion Chief	Fire Response, Disaster Response
Fire	Will Rhodes	Fire	B Shift Battalion Chief	Fire Response, Disaster Response
Fire	Jared Karr	Fire	Emergency Management	Mitigation Plan Organizer
Fire	Kathie Eaton	Fire	Secretary	Mitigation Plan Secretary
Police	Larry Flatt	Police	Police Chief	Disaster Response
Police	Michael Smith	Police	Police AC	Disaster Response
Police	Samuel Urbanski	Police	Police AC	Disaster Response
Police/School	Robert McIntyre	LISD Police	Police Chief	School Representative
Hospital	Janice Miles	Creasent Hospital	Nursing Supervisor	Hospital Representative
Hospital	Darrell Carlin	Crescent Hospital	Director	Hospital Representative
Building Inspections	Jim Brewer	Building Inspections/Code	Director	Code/Planning/Building
Building Inspections	Larry King	Building Inspections/Code	Building Official	Code/Planning/Building Mitigation
Building Inspections	Sen Surupa	Building Inspections/Code	Planner	Code/Planning/Building Mitigation
Building Inspections	Kim Pekofske	Building Inspections/Code	Development Services/Animals	Code/Planning/Building Animal Services
Economic Development	Ed Brady	Economic Development	Director	Development Mitigation
Information Technology	Ron Gleaves	IT Systems	IT Manager	IT Mitigation
Information Technology	Scot Shepperd	IT Systems	IT Public Safety Manager	IT Mitigation
Information Technology	Laurel Maxell	IT Systems	GIS Manager	GIS Coordination and GIS Mitigation Plan
AirPort	Mark Davita	Airport	Airport Manager	Airport Mitigation
AirPort	Kellen Benbrook	Airport	Airport Operations	Airport Mitigation
Fleet Services	Andy Hail	Fleet Services	Fleet Superintendent	Equipment Perspective
Parks & Rec	Sean Johnson	Parks and Rec	Director	City Facilities
Parks & Rec	Jimi Davisn	Parks and Rec	Library Director	City Facilities
Parks & Rec	Kevin More	Parks and Rec	Parks Superintendent	City Facilities
Parks & Rec	Regina King	Parks and Rec	Senior Center	Senior Perspective
Parks & Rec	Michael Rasco	Parks and Rec	Park Superintendent	Park Perspective
Engineering / Public works	Shwetha Pandurangi	Engineering / Public Works	City Engineer	Engineering
Engineering / Public works	Depak Patel	Engineering / Public Works	Engineer	Engineering
Engineering / Public works	Allen Carsner	Engineering / Public Works	Streets Storm Water	Storm Water
Engineering / Public works	Andy Waits	Engineering / Public Works	Water Superintendent	Water

The Hazard Mitigation Planning Team (HMPT) met regular during the planning process data needs and to organize data collection. Sources referenced in obtaining the various data components included the Dallas County Appraisal Data, North Central Texas Regional Hazard Assessment Tool (RHAT), Texas Water Board Development Authority, NOAA National Climatic Data Center, Texas A&M Forest Services Wildfire Assessment Portal, city ordinances. A summary of the sources used and the purpose for which it was used is provided below:

Source	Data Incorporation	Purpose
City and County Appraisal Data 2012	Population and demographics	Population counts, parcel data and land use data
Regional Hazard Assessment Tool and Dallas County Local Mitigation Strategy 2009 (DaLMS)	Hazard occurrences	Mapping for all hazards but wildfire
National Climatic Data Center (NCDC)	Hazard occurrences	Previous event occurrences and mapping for all hazards
Texas Forest Service/Texas Wildfire Risk Assessment Summary Report	Wildfire Threat and Urban Interface	Mapping and Wildfire Vulnerability data
National Dam Inventory	Dam information	High Hazard Dam list
FEMA DFIRM Flood Zones	Flood Zone Maps	GIS mapping of flood zones

A summary of the HMPT meetings are listed below:

Meeting Dates	Summary of Discussions
09/17/2013	HMPT training, disperse required information and data collection documents Instructions for all team members and assignments, time line of assignments. Overview of the Hazard Mitigation Planning Process and understanding of the Planning requirements. Kickoff meeting; Discussed options for public input/comment. Posted request for input on City Website and placed on 6/4 City Council agenda. Discussed selection of Public Works representative. Created project benchmarks and completion dates. Set future meeting dates.
10/01/2013	Assemble data from team members, review and address each issue Collect comments on data, assemble information for distribution. Reviewed benchmark progress; Reviewed current plan and recommended changes; Identified hazards and estimated potential losses from future hazard events. Conducted Capabilities Assessment
10/22/2013	Gather all data and comments, develop and disseminate plan for review Set time line for completion, clean up any areas of concern, complete document. Completed like-kind reports; Complete HIRA Matrix; Public input for June 4 City Council meeting. Reviewed action items from previous plan and determined status of action items. Updated, developed, and prioritized new mitigation actions to address the identified risks`

Public Involvement

In April 2013, an online survey was distributed county-wide to solicit public input regarding the concern for risk to natural hazard events and suggestions for how the county could help minimize the risk.

The City of Lancaster notified residents and businesses in the county about the opportunity to participate or provide input during the plan development through their city’s website, public notices in their utilities bill as well on the notice boards at City Hall and the Public Library. The notices directed the public to the online survey. The survey was made available in both English and Spanish. Copies of city’s outreach materials are included in Appendix Section.

External stakeholders invited via email to participate in the planning and review process of the City of Lancaster HazMAP annex section included:

Representing	Position/Department	Role
<i>City of Red Oak</i>	<i>Fire Chief and Emergency Management Coordinator</i>	<i>Review Plan</i>
<i>City Of Ferris</i>	<i>Fire Chief and Emergency Management Coordinator</i>	<i>Review Plan</i>
<i>Local Business</i>	<i>Brent Tag Management</i>	<i>Review Plan</i>

Survey Results

The City of Lancaster made available a public survey that asked a wide range of questions concerning the opinions of the public regarding natural and man created hazards. The survey questions were developed and approved by the Dallas County Hazard Mitigation Working Group. The survey was linked to the city’s website and public outreach program was implemented to solicit public input.

A total of seven (7) survey responses were collected, the results of which are analyzed in this section. As has been stated earlier the purpose of the survey was to:

- 1) Solicit public input during the planning process, and
- 2) Help the city to identify any potential actions or problem areas.

The majority of the survey respondents from the City of Lancaster identified six hazards that were deemed as most likely to occur in their jurisdiction. These include extreme heat, hail, high winds, drought, flooding and tornadoes as the hazards that were rated the most likely to occur (had an average rating of above 3.00) and have the highest impact on the community. Overall the Lancaster Hazard Mitigation Planning Team determined that all these hazards identified by the community were significant and matched to a large extent the planning considerations of the team. The responses regarding hazard concern will help the city improve messaging and outreach efforts regarding realistic risk of these hazards. A significant number of Lancaster respondents indicated they would like to see an increase in public outreach programs (i.e. CERT) and better enforcement of building codes.

The results of the survey provide valuable information for the City of Lancaster hazard mitigation efforts. These responses may be used as a bench mark for future measurements of improvement. For example, the city may choose to focus on educational outreach about what homeowners and renters can do to reduce future damage from natural hazards. After this type of implementation, a similar survey may be administered to validate the progress and confirm that more residents have implemented mitigation practices. The survey allowed the city an opportunity to expand the list of stakeholders. As the city continues to increase

awareness of hazard mitigation, the suggested stakeholders will be considered for involvement in future mitigation planning discussions.

The City of Lancaster will consider the recommendations provided by the survey respondents regarding how the local government can help residents prepare for an event, throughout the life of this plan and prioritize those that can be implemented efficiently and effectively

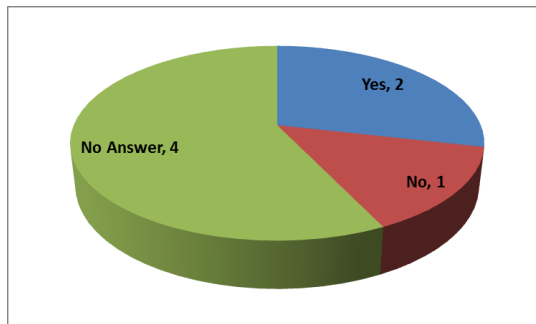
A summary of the survey results are depicted below showing the responses and the number of respondents for each answer. Detailed responses to the survey are provided in Appendix C-2 of this annex.

Survey Overview

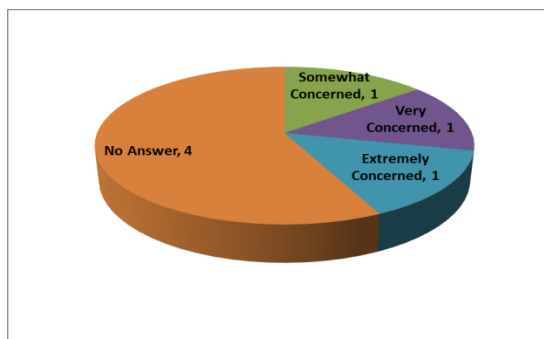
1. Please select your jurisdiction from the list. You may only select one jurisdiction for each survey completed. If you belong to more than one jurisdiction in this list, please complete multiple surveys.

✓ Total number of responses submitted from the citizens of the City of Lancaster – 7

2. Have you ever experienced or been impacted by a disaster?



3. How concerned are you about the possibility of your community or jurisdiction being impacted by a disaster?



4. The hazards addressed in the Dallas County Hazard Mitigation Action Plan are listed below. Please indicate your opinion on the likelihood for each hazard to impact your jurisdiction (identified above). Please rate each Hazard as follows.

- ✓ Unlikely ✓ Likely
 ✓ Occasional ✓ Highly Likely

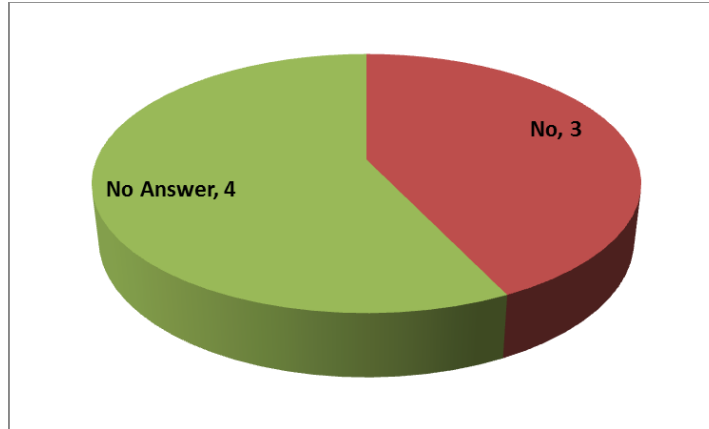
	Unlikely	Occasional	Likely	Highly Likely	No Answer	Total	Average Rating
Earthquake	1	1	1	0	4	3	2.00
Tornado	0	1	0	2	4	3	3.33
Hail	0	0	1	2	4	3	3.67
High Winds	0	0	0	3	4	3	4.00
Winter Storms	0	0	2	1	4	3	3.33
Summer Heat	0	0	0	3	4	3	4.00
Drought	0	0	0	3	4	3	4.00
Flooding	1	0	0	2	4	3	3.00
Dam Failure	2	1	0	0	4	3	1.33
Stream Bank Erosion	2	0	1	0	4	3	1.67
Levee Failure	2	1	0	0	4	3	1.33

5. The hazards addressed in the Multi-Jurisdictional Hazard Mitigation Plan are listed below. Please indicate your opinion on the potential magnitude or impact of each hazard's impact on YOUR JURISDICTION (identified above). Please rate EACH hazard as follows.

- ✓ Limited ✓ Minor
 ✓ Major ✓ Substantial

	Limited	Minor	Major	Substantial	No Answer	Total
Earthquake	2	1	0	0	4	3
Tornado	0	0	1	2	4	3
Hail	0	0	2	1	4	3
High Winds	0	1	2	0	4	3
Winter Storms	0	2	1	0	4	3
Summer Heat	0	1	1	1	4	3
Drought	0	0	2	1	4	3
Flooding	0	1	2	0	4	3
Dam Failure	2	1	0	0	4	3
Stream Bank Erosion	2	0	1	0	4	3
Levee Failure	2	0	1	0	4	3

6. Is there another hazard not listed above that you think is a wide-scale threat to your jurisdiction?



7. Below are broad mitigation strategies identified in the Dallas County Hazard Mitigation Action Plan (HazMAP) that are to address the hazards that affect Dallas County. In your opinion, please check which of these mitigation strategies do you believe could benefit your jurisdiction:

Answer Choices	Responses
Improve on Land Use Program:	1
Flood Plain Management to include Localized Flood and Soil Erosion Reduction Projects (storm water management or localized flood control projects, and Cast in Place (CIP) Erosion Control):	1
Improve, adopt and enforce building codes:	2
Implement the Texas Individual Tornado Safe Room Rebate Program:	3
Expand and improve on programs such as the Community Emergency Response Teams (CERT) Training, Public Education and Public Awareness Programs:	2
Participate in the National Flood Insurance Program (NFIP) and Community Rating System (CRS) program:	2
Expanded use of CodeRED and other mass notification systems including outdoor warning siren system, and working better with the Nation Weather Service to monitor weather events:	3
Coordinate with Dam owners to conduct inundation studies of dams:	0
Water conservation strategies to include passing resolutions restricting water use for lawn and landscape irrigation; provide low follow devices to property owners:	3
Purchase and improve on the Weatherization Assistance Program (WAP):	3
Conduct an earthquake vulnerability study:	1
Purchase and install lightning prediction and protection devices such as lightning arrestors and lightning rods to protect communications and utility infrastructure:	3
Purchase and install temperature monitoring devices on the elevated roadways that are susceptible to icing:	3
Structural Retrofitting of Existing Buildings:	2
Total Respondents:	7

Public Review Period

On January 8, 2013 the City of Lancaster announced the availability of the City of Lancaster's Annex Draft Plan as part of the Dallas County HazMAP update for public review and comment. A public announcement was made through Facebook and Twitter. The plan was also made available on the city's website. The external stakeholders identified above were also invited to provide input.

The announcement invited the public to provide input into the draft plan. The announcement provided a 14 day public review and comment period. The City of Lancaster also used Facebook and Twitter to inform all relevant stakeholders and interested community members of the availability of the draft for public comments and review.

The public were encouraged to submit comments prior to January 23, 2014 for consideration and possible incorporation into this draft.

The public comments were directed to the Thomas Griffith, Fire Chief and Emergency Management Coordinator with the City of Lancaster. The contact of Michael Gaciri with the Dallas County Office of Homeland Security and Emergency Management was also provided as an alternate. It was indicated that any comments received after the adoption of the plan is annex will be catalogued for consideration in future updates.

Despite outreach efforts, no input was provided through the public review period.

Capability Assessment:

The City of Lancaster identified current capabilities and mechanisms available for implementing hazard mitigation activities. The administrative and technical capacity section includes a summary of departments and their responsibilities associated with hazard mitigation planning as well as codes, ordinances, and plans already in place associated with hazard mitigation planning.

The City Council for the City of Lancaster, including the councilmembers and mayor, has the ability to implement and approve mitigation actions, expand existing mitigation actions, and integrate mitigation into existing policies and programs. Actions that expand and improve existing authorities, plans, policies, and resources including mitigation include budgeting and passing policies and procedures for mitigation actions, adopting stricter mitigation regulations, approving the hiring and training of staff for mitigation activities, and approving mitigation updates and additions to existing plans.

Key Departments: The following is a summary of existing departments in the city and their responsibilities related to hazard mitigation planning and implementation, as well as existing planning documents and regulations related to mitigation efforts within the town. The members of the city's Hazard Mitigation Planning Team as listed above identifies the staff, personnel, and department resources available to implement the actions identified in the mitigation section of the plan.

Fire Department/Emergency Management: The Lancaster Fire Department (LFD) provides several services to the community. These services include:

- ✓ Paramedic Service: LFD state-of-the-art paramedic service comprises approximately 80% of the services provided by the department
- ✓ Fire-Suppression Services: LFD has three fire stations located in strategic geographical areas to provide fast response anywhere in the city



The Fire Department also provides specialized units. These units include:

- ✓ Hazardous-materials decontamination
- ✓ Swift-water rescue
- ✓ Mass-casualty situations

The department also has cooperative agreements with surrounding cities in two counties in order to enhance and increase the department's capabilities. Also the department conducts numerous school and public presentations each year to raise the public's awareness of fire and personal hazards. The Fire Chief also serves as the Emergency Management Coordinator. The EMC is responsible for coordinating activities of the city departments

CODE RED responsible for continued operations during disasters, coordinate agreements for the use of resources, communicate with State and Federal agencies, and provide education and training to citizens and municipal employees.

Public Works: The Public Works Department is comprised of four divisions. These include:

- ✓ Storm water: The City of Lancaster administers Storm Water Management Program (SWMP) in compliance with the Texas Pollutant Discharge Elimination System (TPDES) general permit. The city is actively participating in the Municipal Separate

Storm Sewer Systems (MS4) program. The City of Lancaster's SWMP includes best management practices developed for each of the following six minimum control measure:

- Public education and outreach on storm water impacts
- Public involvement/participation
- Illicit discharge detection and elimination
- Leaflet Construction site storm water runoff control
- Post-construction storm water management in new development and redevelopment
- Pollution prevention/good housekeeping for municipal operations
- ✓ Streets: The Streets Division is responsible for Traffic lights and signs and street repairs
- ✓ Wastewater: The Wastewater Division is responsible for water main breaks, sewer stoppage, industrial pre- treatment and backflow prevention
- ✓ Water: The Water Division is concerned with monitoring water quality and managing the water supply to the city



Parks and Recreation: The Parks and Recreation Department provides the citizens of Lancaster with well-maintained, safe, and affordable recreational opportunities. The Department Responsibilities include:

- ✓ Parks and Recreation Department responsibilities include:
- ✓ Athletics
- ✓ Bear Creek Nature Park
- ✓ Building services
- ✓ Country View Golf Course
- ✓ Facility reservations
- ✓ Lancaster Recreation Center
- ✓ Median and Right of Way maintenance
- ✓ Park maintenance
- ✓ Recreation programming
- ✓ Senior Life Center

The City of Lancaster features several neighborhood and community parks, a 64,000-square-foot recreation center, the Bear Creek Nature Park, and an 11,000-square-foot Senior Life Center. The Lancaster Parks and Recreation Department offers a wide variety of recreational programs, classes, facilities, and special events that we are sure will meet your needs and interests.

Human Resources: The Human Resources Department responsibilities are:

- ✓ Developing and managing procedures pertaining to civil service and personnel
- ✓ Developing and managing recruitment, training, risk management and policy development
- ✓ Maintaining positive employee relations
- ✓ Managing the city's compensation and benefit plans
- ✓ Managing and producing the city's employee payroll
- ✓ Monitoring policies and procedures to ensure compliance with federal and state regulations



Police Department: The Lancaster Police Department protects the

property and Constitutional Rights of all residents and visitors of Lancaster by providing professional law enforcement and public safety services.

Development Services: The Development Services Administration Program is used to account for administrative and overhead costs incurred by the development services departments. These departments include:

- ✓ Animal Services - Animal Services is responsible for:
 - Capturing and housing animals found at large or abandoned
 - Enforcing city ordinances and state laws that pertain to the ownership, vaccination, housing, and care of animals within the city
 - Maintaining and promoting an adoption / rescue program
- ✓ Building Permits and Inspections - The Building Inspection Division is established for the purpose of providing minimum standards to safeguard life, health, safety, property, and the public welfare by regulating and controlling the design, construction, quality of materials, occupancy, use, location, and maintenance of all buildings and structures constructed within the City of Lancaster. The primary activities of the Building Inspection Division are:
 - Certificate of Occupancy process
 - Inspections
 - Permit issuance
 - Plan review
 - Public consultation
- ✓ The Building Inspection Division also works closely with the Planning Division, Public Works Department, and the Fire Marshal's Office to enhance the city's overall ability to better serve the citizens of Lancaster. Additionally, the division maintains an active demolition program designed to mitigate the spread of blight through the elimination of substandard vacant structures.
- ✓ Code Compliance - Code Compliance works in partnership with the people of Lancaster to promote and maintain a safe and desirable living and working environment; to improve the quality of Lancaster's neighborhoods through education, enforcement, and abatement; and to respond to community concerns and attain code compliance while maintaining high professional standards and continually seeking improvements and innovations.
- ✓ Engineering - The Engineering Division's overall responsibility is the review, permitting, and inspection of all private development projects that are not initiated by the city to ensure compliance with all city standards, specifications, and requirements. These include:
 - Private improvements such as fire lanes, parking, landscaping, etc. that will be maintained by the property owner
 - Public infrastructure such as streets, water, sewer, and drainage that the city will maintain
 - Administering the city's infrastructure reimbursements
 - Flood plain management
 - Permitting and inspection of the franchised utilities
 - Review and inspection of trench-safety and erosion-control plans
 - Serving as the city's overall coordinator for the review and inspection of public works projects and the city's rights of way
- ✓ Planning - The Planning Division helps ensure that the community develops in a safe, efficient, and attractive manner and strives to achieve quality developments that enhance the quality of life for our citizens. The responsibilities of the division include:
 - Administration of the comprehensive plan, subdivision regulations, and the development code

- Processing of all zoning, specific use permit, site plan, variance, and platting requests and recommending these requests to the Planning and Zoning Commission, Zoning Board of Adjustment, or City Council
- Providing of zoning information to the general public, business owners, and developers
- ✓ Public Food and Health Safety

Economic Development: The purpose of the City of Lancaster's Department of Economic Development is to create favorable site-selection or expansion decisions for new and existing business and industry through aggressive sales and marketing programs that are designed to create a growing tax base for the community of Lancaster through new business development, existing business retention, and job creation, and also by ensuring a financially sustainable city government and enhancing the overall quality of life for the citizens of Lancaster. Economic development action plan:

- ✓ Assist in the development and implementation of a seamless process associated with the city's development procedures
- ✓ Create and recommend to the City Council new policies and formulas for determining the feasibility and financial return from incentives associated with potential development projects in Lancaster
- ✓ Create new collateral materials necessary to showcase all development opportunities in Lancaster
- ✓ Develop action-oriented sales and marketing programs that create an interest in Lancaster by commercial, industrial, and retail operations
- ✓ Develop and implement a program directed at manufacturers located in Asia that solicits their utilization of Lancaster as a destination point for the shipment of their products
- ✓ Identify foreign sources of financial investment in Lancaster
- ✓ Implement an aggressive sales-calling program on the commercial development and real estate brokerage communities
- ✓ Implement programs that identify the growth and expansion needs of existing industries in Lancaster
- ✓ Work with the board of the Lancaster Economic Development Corporation and respond to incentive requests made by projects that are considering locating in Lancaster

Finance Department: The purpose of the Finance Department is to support the administrative activities of the city in an efficient and effective manner. These activities include accounting, accounts payable, accounts receivable, investments, capital projects, debt management, auditing, purchasing, utility administration, and administrative policies in all of the above areas. Additionally, the department advises the mayor and City Council in matters of administrative procedure, financial prudence, and long-term financial planning. Responsibilities for the department include:

- ✓ Documenting revenues, expenditures, and accounts receivable and payable for accuracy and adherence to the approved budget
- ✓ Handling Lancaster's accounting, purchasing and accounts payable, and utility billing
- ✓ Providing an accounting system that complies with generally accepted accounting principles
- ✓ Reviewing contracts on an ongoing basis

Summary of Capabilities: The tables below identify the current capabilities in the City of Lancaster.

Planning and Regulatory

Plans	Yes/No Year	Does the plan Address hazards? Does the plan identify projects to include in the mitigation Strategy? Can the plan be used to implement mitigation actions?
Comprehensive/Master Plan	Yes 2013	The plan identifies hazards and mitigation strategy
Capital Improvements Plan	Yes 2012	The Capital Improvements Plan addresses hazards and mitigations
Economic Development Plan		
Local Emergency Operations Plan	Yes 2012	The local Emergency Operations Plan addresses mitigation strategy and hazards
Continuity of Operations Plan	Yes 2012	The Continuity of Operations Plan addresses hazards and mitigation
Transportation Plan	Yes 2006	The Transportation Plan addresses hazards and mitigation
Storm water Management Plan	Yes 2007	The Storm water Management Plan addresses hazards and mitigation
Community Wildfire Protection Plan	No	
Other special plans (e.g., brownfields redevelopment, disaster recovery, coastal zone management, climate change adaptation)	N/A	
Building Code, Permitting, and Inspections	Yes/No	
Building Code	Yes	Version/Year: IBC 2012
Building Code Effectiveness Grading Schedule (BGEGS) Score	Yes	Score: ISO 4
Fire Department ISO rating	Yes	Rating: ISO 3
Site Plan review requirements	Yes	Plans are required to be submitted prior to building
Land Use Planning and Ordinances	Yes/No	Is the ordinance an effective measure for reducing hazard impacts? Is the ordinance adequately administered and enforced?
Zoning ordinance	Yes	Ordinance adequately administered and enforced; measures reduction of hazards
Subdivision ordinance	Yes	Ordinance adequately administered and enforced; measures reduction of hazards
Floodplain ordinance	Yes	Ordinance adequately administered and enforced; measures reduction of hazards

Land Use Planning and Ordinances	Yes/No	Is the ordinance an effective measure for reducing hazard impacts? Is the ordinance adequately administered and enforced?
Natural hazard specific ordinance (storm-water, steep slope, wildfire)	Yes	Need some expansion to include more
Flood insurance rate maps	Yes	Needs updates
Acquisition of land for open space and public recreation uses	Yes	Ordinance adequately administered and enforced; measures reduction of hazards
How can these capabilities be expanded and improved to reduce risk?		
Review with ordinances and update ordinances on a regular basis Meet with internal and external stakeholders Make and propose changes		

Administrative and Technical

	Yes/No	Describe capability Is coordination effective?
Planning Commission	Yes	Meets as needed; Yes, coordination is effective
Mitigation Planning Committee	Yes	Meets as needed; Yes, coordination is effective
Maintenance programs to reduce risk (e.g., tree trimming , clearing drainage systems)	Yes	Department of Public Works has the capabilities of performing this task as indicated earlier. Coordination of this function is effective
Mutual aid agreements	Yes	Agreement; Law Enforcement Mutual Aid Agreement; Public Works Mutual Aid
Staff	Yes/No FT/PT	Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?
Chief Building Official	Yes FT	Yes; Yes; Yes
Floodplain Administrator	Yes FT	Yes; Yes; Yes
Emergency Manager	Yes PT	Yes; Yes; Yes
Community Planner	Yes FT	Yes; Yes; Yes
Civil Engineer	Yes FT	Yes; Yes; Yes
GIS Coordinator	Yes FT	Yes; Yes; Yes
Other		
Technical	Yes/No	Describe capability Has capability been used to assess/mitigate risk in the past?
Warning systems/services (Reverse 911, outdoor warning signals)	Yes	CodeRED notifies residents at 20,000 per min.; 16 outdoor warning sirens/CodeRED Weather/Yes
Hazard data and information	Yes	Fire House/ Crimes/ NWSIWS/ NWSChat/ Web EOC/ VTC State/ Yes
Grant writing	Yes	Assistance to Firefighters/ Safer/ COPS/ SHS/ UASI/ Yes
Hazardous analysis	No	
Other	N/A	
How can these capabilities be expanded and improved to reduce risk?		
Hire more staff and increase funding		

Financial

Funding Resources	Access/ Eligibility (Yes/No)	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
Capital Improvements project funding	Yes	1. Yes 2. Yes
Authority to levy taxes for specific purposes	Yes	1. Yes 2. Yes
Fees for water, sewer, gas or electric services	Yes	1. Yes 2. Yes
Impact fees for new development	Yes	1. Yes 2. Yes
Storm water utility fee	Yes	1. Yes 2. Yes
Incur debt through general obligation bonds and/or special tax bonds	Yes	1. Yes 2. Yes
Incur debt through private activities	No	1. No 2. No
Community Development Block Grant	Yes	1. Yes 2. Yes Dallas County
Other federal funding programs	Yes	1. Yes 2. Yes
State funding programs	Yes	1. Yes 2. Yes Aviation/Parks/ Wildlife
Other	N/A	
How can these capabilities be expanded and improved to reduce risk?		
Capital Improvement items can be identified as a specific hazard mitigation item		

The Finance Department is a crucial component to managing the financial aspect of implementing mitigation actions.

Education and Outreach

Program/Organization	Yes/No	Describe program/organization and how relates to disaster resilience and mitigation. Could the program/organizations help implement future mitigation activities?
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Yes	CERT: The Best Southwest CERT is active with training and responses to disasters. The Comprehensive Plan Committee focuses on overall needs
Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Yes	Dallas County Water Conservation Plan working group provides outreach to all cities in Metroplex to provide water conservation education
Natural disaster or safety related school programs	Yes	The Lancaster Public Safety Officers meet quarterly to cover safety-related school programs and school disaster response
StormReady certification	No	
Firewise Communities certification	No	
Public-private partnership initiatives addressing disaster-related issues	No	
Other		
How can these capabilities be expanded and improved to reduce risk?		
<p>The City of Lancaster can pursue StormReady and Firewise Certifications.</p> <p>Include a discussion on Hazard Mitigation in the Comprehensive Long-term Plan (CLP)</p> <p>Increase awareness program to include Twitter/Facebook/ City Cable Access and City Website</p>		

Safe Growth Audit

Comprehensive Plan	Yes	No
Land Use		
1. Does the future land-use map clearly identify natural hazard areas?	✓	
2. Do the land-use policies discourage development or redevelopment within natural hazard areas?	✓	
3. Does the plan provide adequate space for expected future growth in areas located outside natural hazard areas?	✓	
Transportation		
1. Does the transportation plan limit access to hazard areas?	✓	
2. Is transportation policy used to guide growth to safe locations?	✓	
3. Are movement systems designed to function under disaster conditions (e.g., evacuation)?	N/A	
Environmental Management		
1. Are environmental systems that protect development from hazards identified and mapped?	✓	
2. Do environmental policies maintain and restore protective ecosystems?	✓	
3. Do environmental policies provide incentives to development that is located outside protective ecosystems?	✓	

Public Safety			
1. Are the goals and policies of the comprehensive plan related to those of the FEMA Local Hazard Mitigation Plan?	✓		
2. Is safety explicitly included in the plan's growth and development policies?	✓		
3. Does the monitoring and implementation section of the plan cover safe growth objectives?	✓		

	Yes	No
1. Does the zoning ordinance conform to the comprehensive plan in terms of discouraging development or redevelopment within natural hazard areas?	✓	
2. Does the ordinance contain natural hazard overlay zones that set conditions for land use within such zones?	✓	
3. Do rezoning procedures recognize natural hazard areas as limits on zoning changes that allow greater intensity or density of use?	✓	
4. Does the ordinance prohibit development within, or filling of, wetlands, floodways, and floodplains?	✓	
Subdivision Regulations	Yes	No
1. Do the subdivision regulations restrict the subdivision of land within or adjacent to natural hazard areas?	✓	
2. Do the regulations provide for conservation subdivisions or cluster subdivisions in order to conserve environmental resources?	✓	
3. Do the regulations allow density transfers where hazard areas exist?		✓

Capital Improvement Program and Infrastructure Policies	Yes	No
1. Does the capital improvement program limit expenditures on projects that would encourage development in areas vulnerable to natural hazards?	✓	
2. Do infrastructure policies limit extension of existing facilities and services that would encourage development in areas vulnerable to natural hazards?	✓	
3. Does the capital improvement program provide funding for hazard mitigation projects identified in the FEMA Mitigation Plan?	✓	
Other	Yes	No
1. Do small area or corridor plans recognize the need to avoid or mitigation natural hazards?	N/A	
2. Does the building code contain provisions to strengthen or elevate construction to withstand hazard forces?	✓	
3. Do economic development or redevelopment strategies include provisions for mitigation natural hazards?	✓	
4. Is there an adopted evacuation and shelter plan to deal with emergencies from natural hazards?	✓	

Questions adapted from Godschalk, David R. *Practice Safe Growth Audits, Zoning Practice, Issue Number 10*, October 2009, American Planning Association. <http://www.planning.org/zoningpractice/open/pdf/oct09.pdf>.

National Flood Insurance Program (NFIP)

NFIP Topic	Source of Information	Comments
Insurance Summary		
How many NFIP policies are in the community? What is the total premium and coverage?	State NFIP Coordinator or FEMA NFIP Specialist	According to the Texas Water Development Board the City of Lancaster has 102 policies and a total premium paid is \$84,246.00
How many claims have been paid in the community? What is the total amount of paid claims? How many of the claims were for substantial damage?	FEMA NFIP or Insurance Specialist	104 claims were paid out in the City of Lancaster totaling \$4,234,788.00. 34 of these claims were considered substantially damaged
How many structures are exposed to flood risk within the community?	Community Floodplain Administrator (FPA)	1235 properties are exposed to flood risk in the community
Describe any areas of flood risk with limited NFIP policy coverage	Community FPA and FEMA Insurance Specialist	Most areas of flood risk with limited policy coverage were developed before the new FIRM was developed. Some of these areas, where structures were built have also been bought out
Staff Resources		
Is the Community FPA or NFIP Coordinator certified?	Community FPA	Yes
Is floodplain management an auxiliary function?	Community FPA	Yes
Provide an explanation of NFIP administration services (e.g., permit review, GIS, education or outreach, inspections, engineering capability)	Community FPA	FP Permits; GIS Maps; Inspections; Public Outreach
What are the barriers to running an effective NFIP program in the community, if any?	Community FPA	Older structures, non-compliance, Lack of education
Compliance History		
Is the community in good standing with the NFIP?	State NFIP Coordinator, FEMA NFIP Specialist, community records	Yes
Are there any outstanding compliance issues (i.e., current violations)?		No
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)?		April, 2012
Is a CAV or CAC scheduled or needed?		Yes/ No

NFIP Topic	Source of Information	Comments
Regulation		
When did the community enter the NFIP?	Community Status Book	1981
Are the FIRMs digital or paper?	Community FPA	Digital and Paper
Do floodplain development regulations meet or exceed FEMA or State minimum requirements? If so, in what ways?	Community FPA	Exceed
Provide an explanation of the permitting process.	Community FPA, State, FEMA NFIP Flood Insurance Manual Community FPA, FEMA CRS Coordinator, ISO representative CRS manual	DRC to FP Permit/Site Plan Review. Then to inspection, to citizen, to re-inspection, to approval
Community Rating System (CRS)		
Does the community participate in CRS?	Community FPA, State, FEMA NFIP	No
What is the community's CRS Class Ranking?	Flood Insurance Manual	N/A
What categories and activities provide CRS points and how can the class be improved?		N/A
Does the plan include CRS planning requirements	Community FPA, FEMA CRS Coordinator, ISO representative CRS manual	Yes

Hazard Assessment and Risk Assessment

The conclusion drawn by City of Lancaster HMPT resulted in the classification of risk for each of the hazards identified in Section 5 of this plan into four categories: High Risk, Moderate Risk, Low Risk and No Risk. The rate risk rating was determined using the HIRA and the Risk Priority Ranking. The categories for City of Lancaster are as follows:

High Risk (over 65% on HIRA)	High Winds Flooding
Moderate Risk (41%- 65% on HIRA)	Tornado Hail Lightning Wildfire
Low Risk (12 %-40% on HIRA)	Drought Extreme Heat Winter Storms Stream Bank Erosion Earthquake
No Risk (Below 12% on HIRA)	Dam/Levee Failure

Only three hazards of the hazards identified in this plan, were determined to have specific or unique vulnerability and impact for the city. These included flooding, wildfire and dam/levee failure.

Most of the other hazards detailed in Section 5 of the Base Plan of this plan i.e. tornados, high winds, hail, extreme heat, winter storms, drought and lightning are all applicable to the entire planning area of Dallas County including the City of Lancaster. This is because these hazards are not geographically specific and can occur anywhere. There are no unique areas of vulnerabilities as in the case of flooding, wildfire and dam/levee failure hazards.

Below hazard and risk assessment discussion of the hazards identified as having unique vulnerability areas in Lancaster.

A. Flooding: The city is surrounded by open farmland, low rolling hills, small creeks and woodlands. The Ten Mile Creek flows in an easterly direction through the south end of the city. There has been significant erosion of the stream banks in the area where Nokomis Road and Ten Mile Creek intersect. The creek was ten miles longer and flowed into the Trinity in Ellis County before it was diverted and channeled into the river at its present location. Where not diverted, the creek has a limestone bottom. Today, the creek flows through the corporate limits of Cedar Hill, Duncanville, De Soto, Lancaster, Wilmer, and Ferris.

The City of Lancaster joined the Federal Emergency Management Program on June 7, 1974. The city began the Flood Insurance Rate Mapping (FIRM) effort September 1981. Storm water management policies are defined by storm water management ordinance 2004-07-21, adopted on July 26, 2004. The city's policies for storm water management govern the planning, design, construction, operation, and maintenance of storm drainage facilities

within the city's jurisdiction. This storm water management policy is based on the Lancaster Storm Water Management Ordinance and Storm Water Design Manual.

The current City Parks, Recreation and Open Space Master Plan provided direction in the acquisition and development of park land and open space needs. The Open Space Plan creates an open space system to link parks, schools, greenbelts and open spaces in the city.

The city has also established criteria and standards to govern the use of natural streams and flood plains and to serve as guidelines for the development of man-made drainage facilities and improvement of natural channels. The drainage ways, creeks and flood hazard areas of the City of Lancaster are subject to periodic inundation which may result in property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

National Flood Insurance Program

As has been indicated in earlier in this annex, the City of Lancaster participates in the National Flood Insurance Program and has identified their respective areas as vulnerable to flooding. This is incorporated into all current and future planning for dealing with repetitive loss vulnerabilities. It is complaint with NFIP requirements and has no outstanding issues. The City has had repetitive loss or severe repetitive loss properties. See Table below. Most of these properties have been bought out by the city

Lancaster	Years	Properties	Number of losses	Payments
Single Family	1979,1981, 1984, 1989, 1990, 1991, 1995, 1999, 2000, 2001, 2004, 2007, 2008, 2009	12	39	\$1,357,647.91
Other Residential	-	-	-	-
Non Residential	-	-	-	-
Total		12	39	\$1,357,647.91

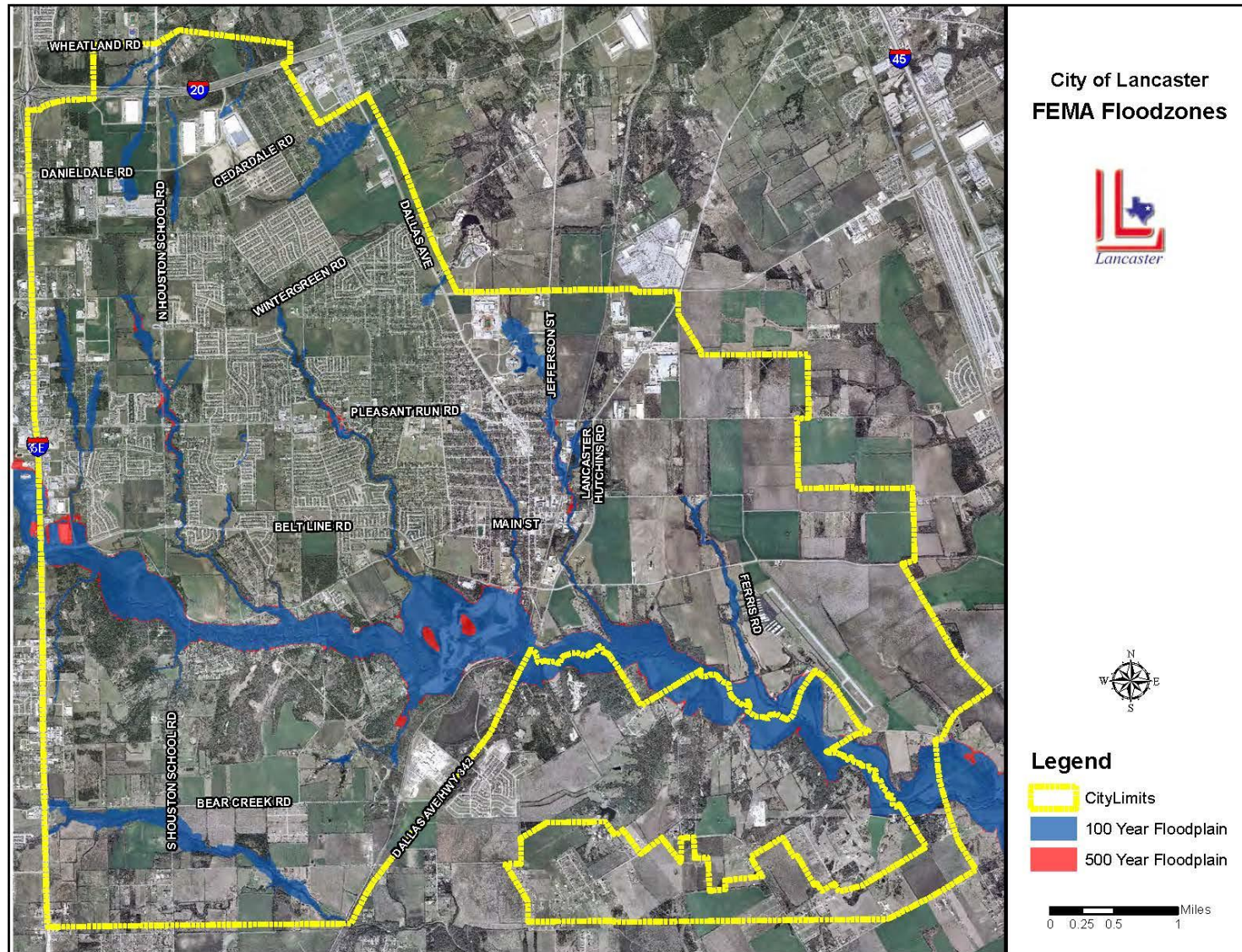
Using this plan the City of Lancaster will be able to continue their compliance with NFIP by implementing damage control measures and take action to minimize the effects of flooding.

Map COL.1 depicts the current FEMA flood zones for the City of Lancaster.

The table below provides the City's flood plain management process and activities.

Jurisdiction	Community Floodplain Administrator	NFIP Activity	Activity Description	Enforcement
City of Lancaster	Floodplain Administrator	Complete and maintain FEMA elevation certificates for pre-FIRM and or post-FIRM buildings	Permits are issued through the Department of Development Services. The City of Lancaster requires-2 feet of freeboard above the base flood elevation for the top of bottom floor on residential structures and elevation certificate document non-residential structures requires 2 feet of free board above the Base Flood Elevation or Flood Proof Certificate Document that will be built on properties created or platted after the effective date of the Flood Damage Prevention Ordinance.	NFIP compliance is implemented and enforced through a process of floodplain identification using FEMA floodplain maps, permit issuance, building requirements, and compliance inspections pending approval. Failure to comply with the city requirements may be fined in accordance with the Texas Water Code for each violation per day.
		Floodplain development permits	Permits are required for any new construction in a floodplain.	
		Take action to minimize the effects of flooding on people, property, and building.	Public Works (City Road and Street Operations) department installs signs at low water crossings	

Map COL.1: FEMA Flood Zones for the City of Lancaster

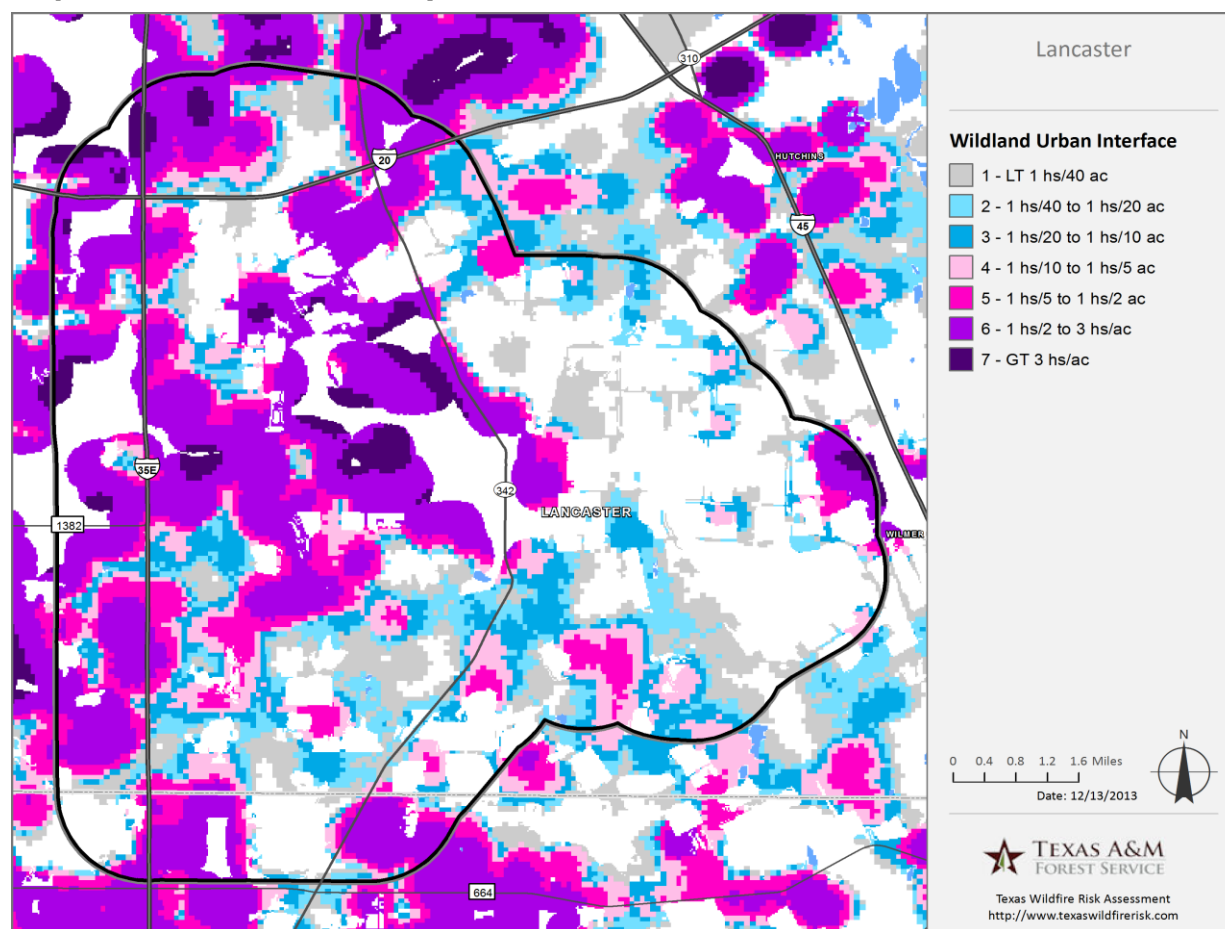


B. Wildland Urban Interface (WUI): Texas is one of the fastest growing states in the Nation, with much of this growth occurring adjacent to metropolitan areas. This increase in population across the state will impact counties and communities that are located within the WUI. The WUI is described as the area where structures and other human improvements meet and intermingle with undeveloped wildland or vegetative fuels. Population growth within the WUI substantially increases the risk from wildfire. In Texas nearly 85 percent of wildfires occur within two miles of a community.

According to the Texas A&M Forest Service an estimated **43,666** people or **73 percent** of the total population of the City of Lancaster live within the WUI.

Map COL.2 depicts the WUI for the City of Lancaster.

Map COL.2: WUI for the City of Lancaster, TX



A wildfire vulnerability assessment, using the Texas Wildfire Risk Assessment Tool (TxWRAP) developed by the Texas A&M Forest Service, revealed that the wildfire threat for the City of Lancaster ranges from Non-Burnable to Moderate.

Wildfire Threat is the likelihood of a wildfire occurring or burning into an area. Threat is derived by combining a number of landscape characteristics including surface fuels and canopy fuels, resultant fire behavior, historical fire occurrence, percentile weather derived

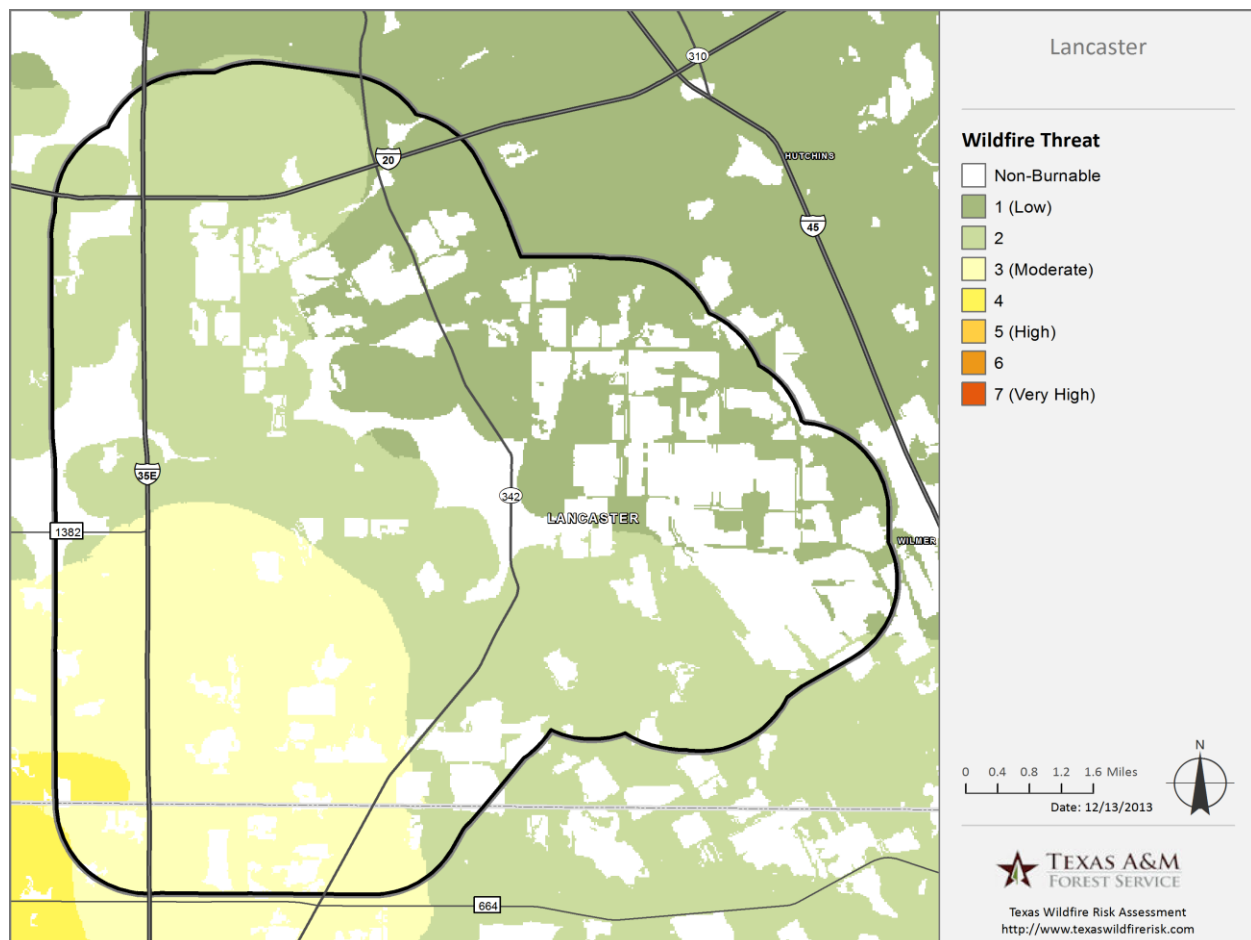
from historical weather observations, and terrain conditions. These inputs are combined using analysis techniques based on established fire science.

The measure of wildfire threat used in the Texas Wildfire Risk Assessment (TWRA) is called Wildland Fire Susceptibility Index, or WFSI. WFSI combines the probability of an acre igniting (Wildfire Ignition Density) and the expected final fire size based on rate of spread in four weather percentile categories. WFSI is defined as the likelihood of an acre burning. Since all areas in Texas have WFSI calculated consistently, it allows for comparison and ordination of areas across the entire state. For example, a high threat area in East Texas is equivalent to a high threat area in West Texas.

To aid in the use of wildfire threat for planning activities, the output values are categorized into seven (7) classes. These are given general descriptions from Low to Very High threat.

Map COL.3 below is derived at a 30 meter resolution. This scale of data was chosen to be consistent with the accuracy of the primary surface fuels dataset used in the assessment. While not appropriate for site specific analysis, it is appropriate for regional, county or local protection mitigation or prevention planning.

Map COL.3: Wildfire Threat Map for the City of Lancaster, TX



C. Dam and Levee Failure: Dam/levee failure is not a threat to the City of Lancaster as there are no dams within the City and neither do any dams in neighboring jurisdictions affect any properties within the jurisdiction. None of the properties within the city are in the inundation areas of any dam.

D. Earthquake: There are no known active geological faults and no historical data of earthquakes in the City of Lancaster. The increase in earthquake activity in Dallas County warrants further study of this hazard and its probable causes. A data deficiency has been recognized and action items have been identified accordingly

E. Stream Bank Erosion: A 2007 Environmental Assessment Study conducted by the U.S. Army Corps of Engineers indicated that there was need for stream bank protection near Nokomis Road and bridge at Ten Mile Creek. It was determined that the prepackaged concrete riprap bag slope protection alternative would provide stream-bank protection against further erosion and protect the affected public bridge and road.

Flooding has occurred along Ten Mile Creek. In 2008 localized flooding produced well above normal runoff and stream flows in the City of Lancaster. Emergency officials had to send out voluntary evacuation notices to 687 registered CodeRED phone numbers and closed about 16 streets in response to flooding. Homes located on Enchanted Lane experience flooding because of their proximity to Ten Mile Creek.

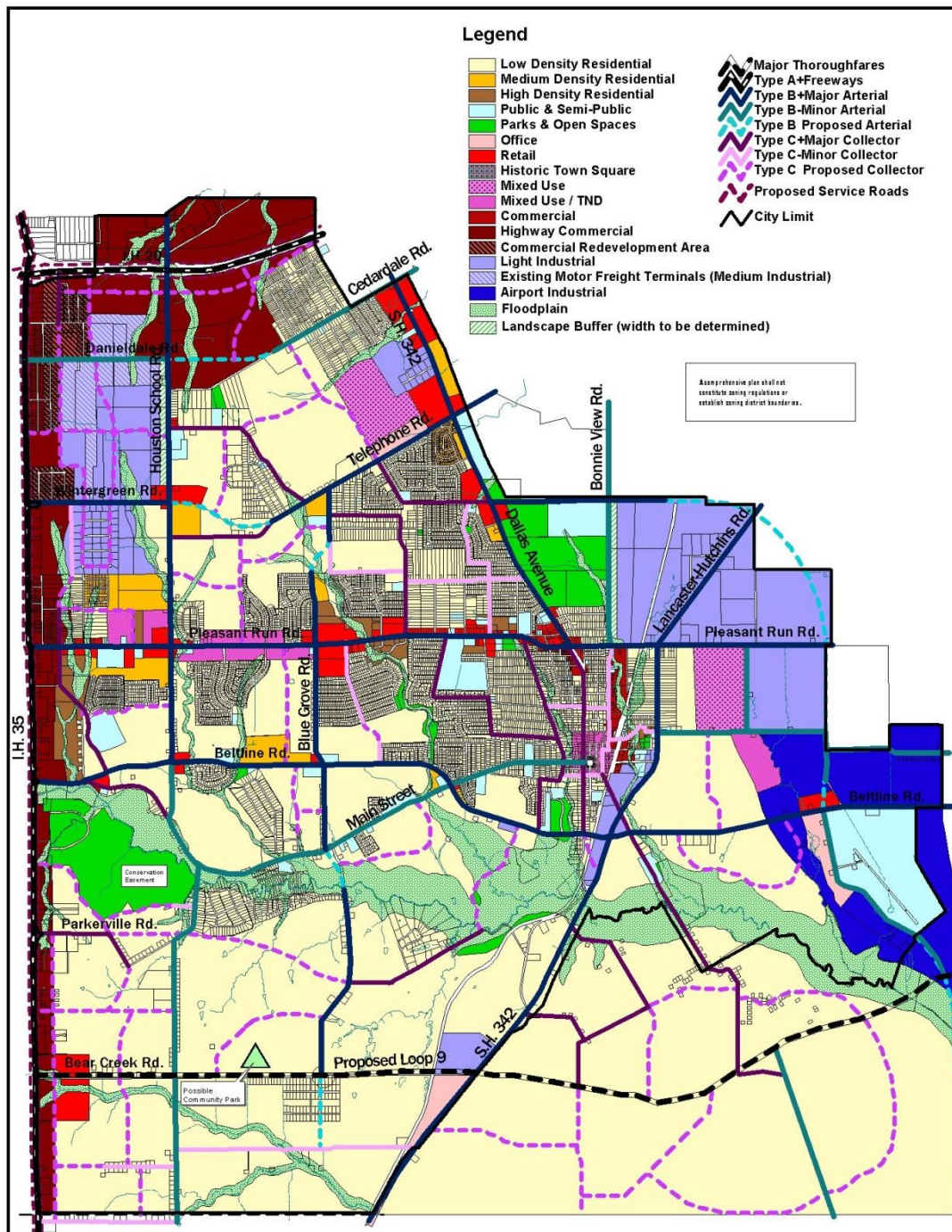
The City of Lancaster is involved in the North Central Texas Council of Governments (NCTCOG) Regional Stormwater Management Program. The program brings together regional partners seeking to implement a cooperative and comprehensive program to manage stormwater quality issues affecting the region. One of the programs is the *integrated Stormwater Management* (iSWM™) Program for Construction and Development. The iSWM Program for Construction and Development is a cooperative initiative that assists cities and counties to achieve their goals of water quality protection, stream bank protection, and flood mitigation, while also helping communities meet their construction and post-construction obligations under state stormwater permits.

There is currently a data deficiency in Stream Bank Erosion in Dallas County including the City of Lancaster. Conducting a study on the effectiveness of this program and getting a better understanding of the stream inventories in an effort to identify and prioritize future drainage utility needs would be helpful. Since stream bank erosion occurs largely over time and can be exacerbated by a variety of factors, additional data gathering and studies must occur to determine the extent of loss in inches and/or feet.

Land Use

The Future Land Use Plan for the City of Lancaster illustrates the desired pattern of growth for the foreseeable future. It is intended to guide public and private decision making for development and redevelopment in the city for the next several years. For purpose of this plan, the future Land Use Plan assists in decision making in incorporating hazard mitigation planning activities for the city. **Map COL.4** depicts the future land use for the City of Lancaster.

Map COL.4: Future Land Use Map for the City of Lancaster



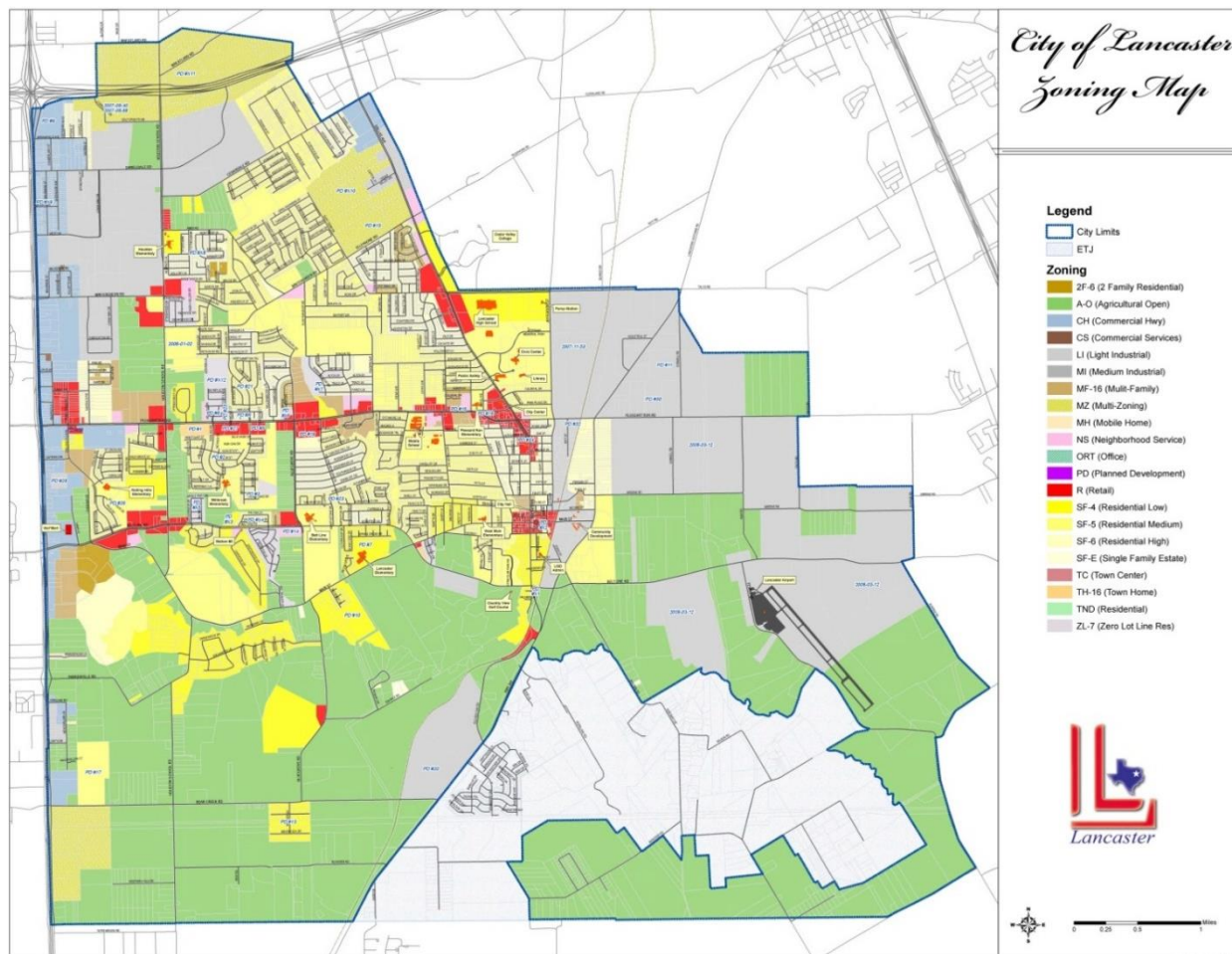
Source: The City of Lancaster Comprehensive Master Plan 2002

Zoning Districts

Zoning is a form of land use control permitted by both the federal and state governments. According to the Texas Local Government Code, there is a requirement that zoning be in conformance with the comprehensive plan. When a zoning change is requested, the first step in considering the change is to determine what the future land use plan indicates as

the appropriate use of the property. If the use differs substantially, the request should be denied. To grant the requested change would require that the future land use plan be amended before the zoning change could occur. This requires careful consideration to be sure that the change is in accordance with the principles, goals and objectives of the future land use element of the comprehensive plan. The use of the future land use plan in decision-making relating to zoning and subdivision approvals is to ensure that development and redevelopment are consistent with the city's comprehensive plan. Each new development or redevelopment should be reviewed for general compliance to the comprehensive plan. **Map COL.5** depicts the Zoning Map for the City of Lancaster.

Map COL.5: Zoning Map for the City of Lancaster



Source: City of Lancaster GIS

Vulnerability Assessment

Base on the vulnerability assessment methodology conducted in Section 5 of the base plan, the tables below provide a jurisdictional specific analysis summary of the vulnerable assets, critical and essential infrastructure for the City of Lancaster. The HMPT also took into account the changes in development and population while conducting this assessment. To identify the assets and vulnerable assessment the following five categories of vulnerable assets were used:

- ✓ **Population**: Includes the number of people residing in Dallas County as delineated by U.S. Census 2010 block data provided by NCTCOG population estimates
- ✓ **Improved property**: Includes all developed properties according to local parcel data from the Dallas County Central Appraisal District. The information has been expressed in terms of the total assessed value of improvements that may be exposed to the identified hazards.
- ✓ **Emergency facilities**: Includes fire stations, police stations and hospitals, provided by the Regional Hazard Assessment Tool (RHAT) and participating jurisdictions.
- ✓ **Critical facilities**: Includes schools and historic places provided by Regional Hazard Assessment Tool and participating jurisdictions. These are non-emergency facilities, but still provide critical services and functions for vulnerable sectors of the population.
- ✓ **Critical infrastructure**: Includes airports, natural gas facilities, wastewater facilities, portable water treatment facilities, wastewater treatment facilities, dams, and bridges. Data for all critical facilities was obtained from Regional Hazard Assessment Tool and participating jurisdictions.

Drought	
Population	According to National Climatic Data Center (NCDC) no injuries or fatalities have been recorded for drought events. The entire population is at risk of this hazard.
Improved Property	According to National Climatic Data Center (NCDC), no property or crop losses due to drought have been reported. All improved property is at risk of this hazard.
Emergency Facilities	No losses or direct impacts expected on emergency facilities due to drought events.
Critical Facilities	No losses or direct impacts expected on critical facilities due to drought events.
Critical Infrastructure	There are no losses or direct impacts expected on critical infrastructure due to drought events.

Extreme Heat	
Population	According to National Climatic Data Center (NCDC), no injuries or fatalities have been recorded due to extreme heat in the City of Lancaster. The population is exposed to this hazard.
Improved Property	According to National Climatic Data Center (NCDC), there is no impact of extreme heat to developed areas and the improved property.
Emergency Facilities	According to National Climatic Data Center (NCDC), there is no impact of extreme heat to buildings and the emergency facilities in Lancaster.
Critical Facilities	According to National Climatic Data Center (NCDC), there is no impact of extreme heat to buildings, and the critical facilities in Lancaster.
Critical Infrastructure	According to National Climatic Data Center (NCDC) there is no impact of extreme heat to critical infrastructure, and exposure to this hazard is considered minimal in Lancaster.

Winter Storm	
Population	According to National Climatic Data Center (NCDC), there have been no recorded injuries or fatalities from winter storms. The entire population is at risk of this hazard.
Improved Property	According to National Climatic Data Center (NCDC), no property or crop losses has been reported in City of Lancaster due to winter storm events. All improved property is at risk of this hazard.
Emergency Facilities	Because of the expected geographical widespread nature of winter storms, all emergency facilities in Lancaster are exposed to this hazard.
Critical Facilities	Because of the expected geographical widespread nature of winter storms, all critical facilities in Lancaster are exposed to this hazard.
Critical Infrastructure	Because of the expected geographical widespread nature of winter storms, all critical infrastructures in Lancaster are exposed to this hazard.

High Wind	
Population	According to National Climatic Data Center (NCDC), no recorded injuries or fatalities from high wind events. All the population of City of Lancaster is exposed to this hazard.
Improved Property	According to National Climatic Data Center (NCDC), \$53,000 of property damage has been reported and no or crop damage has been recorded due to high wind events in the City of Lancaster. All improved property is at risk of this hazard.
Emergency Facilities	Because of the expected geographical widespread nature of high winds, all emergency facilities in Lancaster are exposed to this hazard.
Critical Facilities	Because of the expected geographical widespread nature of high winds, all critical facilities in Lancaster are exposed to this hazard.
Critical Infrastructure	Because of the expected geographical widespread nature of high winds, all critical infrastructures in Lancaster are exposed to this hazard.

Lightning	
Population	According to National Climatic Data Center (NCDC), no deaths or injuries in City of Lancaster have been recorded. All the population of Dallas County is exposed to this hazard.
Improved Property	According to National Climatic Data Center (NCDC), there have been no recorded property or crop losses resulting from lightning in the City of Lancaster. All improved property is at risk of this hazard.
Emergency Facilities	Because of the expected geographical widespread nature of lightning, all emergency facilities in Lancaster are exposed to this hazard.
Critical Facilities	Because of the expected geographical widespread nature of lightning, all critical facilities in Lancaster are exposed to this hazard.
Critical Infrastructure	Because of the expected geographical widespread nature of lightning, all critical infrastructures in Lancaster are exposed to this hazard.

Tornado	
Population	According to National Climatic Data Center (NCDC), there have been no recorded injuries or fatalities from tornado events in the City of Lancaster. All the population of City of Lancaster is exposed and vulnerable to this hazard.
Improved Property	According to National Climatic Data Center (NCDC), no property or crop losses have been reported from tornados in the City of Lancaster. All improved property is at risk of this hazard.
Emergency Facilities	Because of the impossibility to predict the geographical area of impact for tornados, all emergency facilities in Lancaster are exposed to this hazard.
Critical Facilities	Because of the impossibility to predict the geographical area of impact for tornados, all critical facilities in Lancaster are exposed to this hazard.
Critical Infrastructure	Because of the impossibility to predict the geographical area of impact for tornados, all critical infrastructures in Lancaster are exposed to this hazard.

Hail	
Population	According to National Climatic Data Center (NCDC), no recorded injuries or fatalities have been recorded for hailstorm events. All the population of City of Lancaster is exposed and vulnerable to this hazard.
Improved Property	According to National Climatic Data Center (NCDC), no property or loss damage was reported for City of Lancaster. All improved property is exposed to this hazard. Although some crops are susceptible to hail hazards, available historical data for Lancaster indicates that there are no expected crop losses from this event.
Emergency Facilities	Because of the unpredictability of the geographical location of hailstorms, all emergency facilities in Lancaster are exposed to this hazard.
Critical Facilities	Because of the unpredictability of the geographical location of hailstorms, all critical facilities in Lancaster are exposed to this hazard.
Critical Infrastructure	Because of the unpredictability of the geographical location of hailstorms, all critical infrastructures in the City of Lancaster are exposed to this hazard.

Wildfire	
Population	Based on geographical data from the A&M Texas Forest Service TxWRAP 73 % of the population in City of Lancaster live in the WUI areas.
Improved Property	Based on geographical data no wildfires have been reported during the review period though no property or crops a loss were reported. \$54,466,930 of property has been identified as vulnerable to wildfire
Emergency Facilities	Based on geographic information there are no fire stations at risk from wildfire events.
Critical Facilities	Based on geographic information there are zero schools at risk from wildfire events.
Critical Infrastructure	Based on geographic information there are no bridges, dams, wastewater treatment facility, or water treatment facility at risk from wildfire events.

Flooding	
Population	No fatalities and injuries have been reported due to flooding.
Improved Property	From the City GIS data, \$218,740,960 of improved property has been identified as vulnerable to flooding. No property or crop loss due to flooding has been reported.
Emergency Facilities	There are no emergency facilities at imminent risk from the 100-year storm event.
Critical Facilities	There are no critical facilities located within the 100-year storm event.
Critical Infrastructure	No critical infrastructure is at risk from the 100-year storm event.

Changes in Population and Development

The City of Irving was a participant in the last Dallas County Hazard Mitigation Action Plan. The table 3.1 shows that the estimated growth in population for the city was from 36,361 to 37,150 an increase of 2.1%. The city added 1,500 new housing units between 2008 and 2014, an increase of 13%. There were 4 major total structural and economic developments comprising of included offices and warehouse facilities totaling 4 million square feet. None of these new developments were built in floodplains.

To help mitigate the impacts of the hazards identified, the city identified broad mitigation strategies to lower the vulnerability due to the changes in population and property from the natural hazards identified. These include establishing additional natural system protection programs, adopted stormwater ordinances, stricter code regulations such as the 2012 International Building and Fire Code Standards and expand education and awareness programs.

The tables below provide a summary of properties and structures that are vulnerable to Flooding and Wildfire within the City of Lancaster. The **Map COL.6** depicts the location of various city facilities.

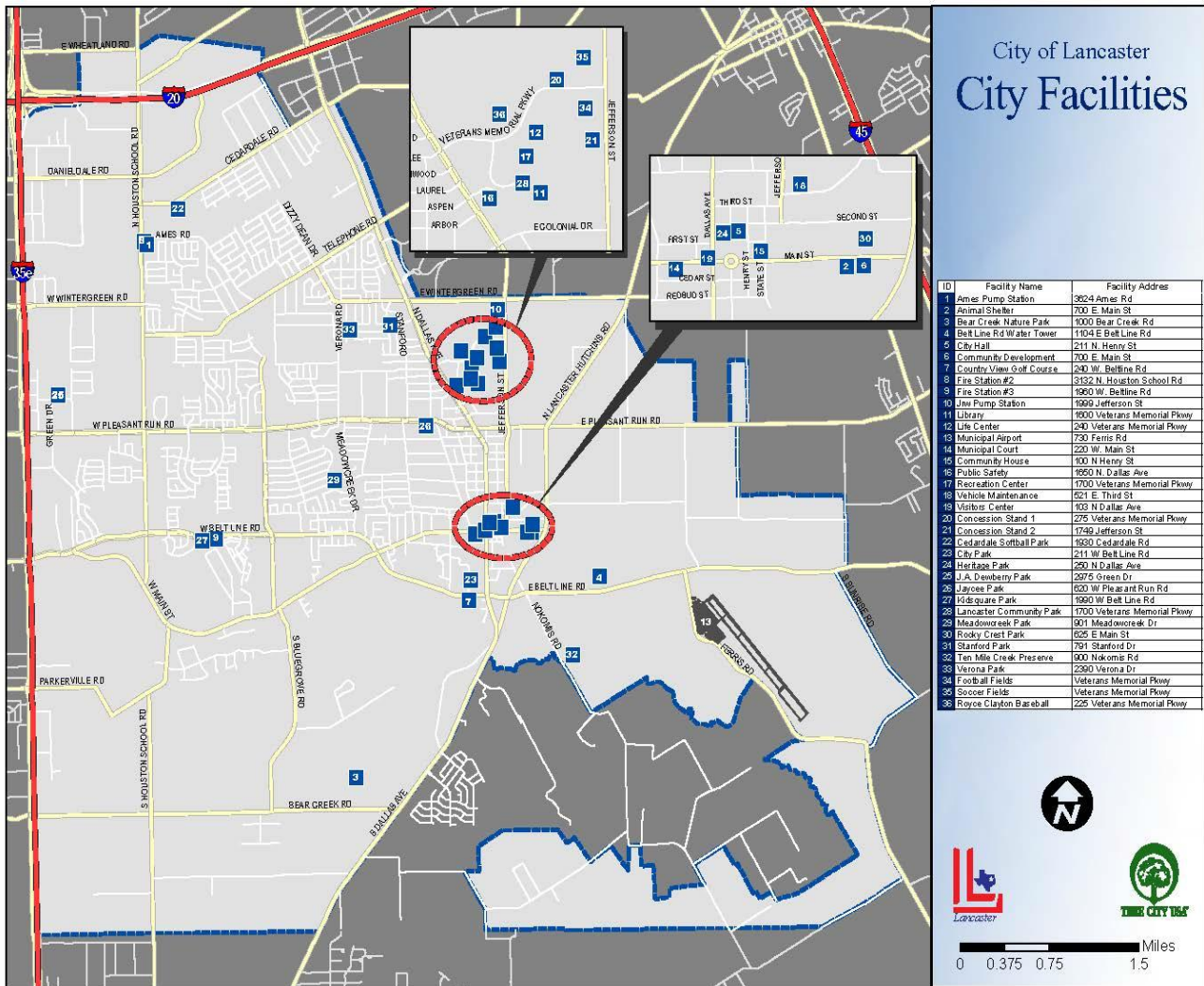
Structure/Property and Wildfire Vulnerability

Category of Property	Valuation	Land Valuation	Total Valuation	Acres
Public	\$539,470	\$1,183,900	\$1,723,370	416.1794
Commercial	\$18,191,790	\$111,138,880	\$122,776,640	7660.4033
Residential	\$35,735,670	\$15,934,600	\$51,670,270	1577.7318

Structure/Property and Flood Vulnerability

Category of Property	Total # of Properties	Total Acres	Land Value	Improvement Value	Total Value
Public	96	1357.827	\$12,434,850	\$11,302,370	\$23,737,220
Commercial	319	4471.4109	\$81,784,780	\$172,315,870	\$254,100,650
Residential	820	1004.819	\$17,491,160	\$35,122,720	\$52,613,880
Total	1235	6834.0569	\$111,710,790	\$218,740,960	\$330,451,750

Map COL.4: City of Lancaster Facilities



Source: City of Lancaster GIS

Mitigation Strategies

Based on the results of the risk and capability assessments, the Dallas County Hazard Mitigation Planning Team developed a mitigation strategy for the plan update utilizing the results of both assessments as well as reviewing the goals and objectives that were included in the 2009 HazMAP. These strategies were similar to the goals identified in Section 6 by the Dallas County Hazard Mitigation Action Plan Working Group.

Goal 1: Reduce or eliminate loss of life and property damage resulting from severe weather events.

- ✓ **Objective 1-A:** *Continue to enforce building codes and ordinances where applicable to ensure structures are more disaster resistant*
- ✓ **Objective 1-B:** *Maintain existing codes and ordinances that require front end mitigation of hazards*
- ✓ **Objective 1-C:** *Limit development in flood plain areas*

Goal 2: Identify and implement hazard mitigation projects to reduce the impact of hazard events and disaster.

- ✓ **Objective 2-A:** *Identify areas where repetitive damages occur during chronic hazard events*
- ✓ **Objective 2-B:** *Incorporate disaster resistant features in government facilities and infrastructure*
- ✓ **Objective 2-C:** *Expand and coordinate Early Warning Systems currently in use.*

Goal 3: Increase public support and understanding of hazard mitigation and disasters.

- ✓ **Objective 3-A:** *Provide public education materials to residents and private sector*
- ✓ **Objective 3-B:** *Encourage private sector participation in future mitigation efforts*
- ✓ **Objective 3-C:** *Encourage public participation in future mitigation efforts*
- ✓ **Objective 3-D:** *Heighten public awareness for natural and man-made hazards*

Goal 4: Reduce losses and repetitive damages for chronic hazard events while promoting insurance coverage for catastrophic hazards

- ✓ **Objective 4-A:** *Increase participation in the National Flood Insurance Program (NFIP) and Community Rating System (CRS)*

Goal 5: Continue to build capacity for hazard mitigation in unincorporated areas of Dallas County

- ✓ **Objective 5-A:** *Continue partnerships within the Hazard Mitigation Planning Team and other partners to enhance mitigation planning efforts*
- ✓ **Objective 5-B:** *Identify federal and state programs that provide financial assistance to help attract funds for mitigation projects and programs*
- ✓ **Objective 5-C:** *Promote land use for public recreation*

Action Items

Below is a list of the new actions items identified for the HazMAP update. Each of the actions in this section were prioritized based on FEMA's STAPLE+E criteria, which includes considering the social, technical, administrative, political, legal, economic and environmental factors necessary for the implementation of each action. As part of the STAPLE+E analysis economic considerations were weighed for each action. The action items that were said to be ongoing or deferred in the previous HazMAP were included as action items in the updated plan. The new actions items are as follows:

City of Lancaster Action Item	Improve and Enhance Storm Water Draining Capabilities to prevent flooding in flood prone areas
Objective(s) Addressed	1-B
Hazard(s) Addressed	Flooding
Priority (High, Medium, Low):	High
Estimated Cost	\$60,000
Potential Funding Sources	City Budget, Pre-Disaster Mitigation Grant
Lead Agency/Department Responsible	Lancaster Public Works Department
Implementation Schedule	1 year upon funding
Effect on Old Buildings	None
Effect on New Buildings	None
Cost Effectiveness	Cost of implementing this program is low compared to the benefits it offers
Discussion	Stormwater management projects will include: <ul style="list-style-type: none">✓ Installing, re-routing, or increasing the capacity of a storm drainage system.✓ Increasing capacity of stormwater detention and retention basins.✓ Increasing dimensions of drainage culverts in flood-prone areas.

City of Lancaster Action Item	Adoption and enforcement of building codes for the construction of storm shelters/safe rooms in existing buildings
Objective(s) Addressed	1-A
Hazard(s) Addressed	Tornado, high winds
Priority (High, Medium, Low):	High
Estimated Cost	Staff time
Potential Funding Sources	City Budget
Lead Agency/Department Responsible	City of Lancaster Building Inspection Department
Implementation Schedule	Within 1 year of funding
Effect on Old Buildings	Any reconstruction, remodeling or repair will have to comply with the new building code requirements
Effect on New Buildings	New construction, modifications or repair will be required to construct new buildings up to the required building code
Cost Effectiveness	The cost of implementing and enforcing this program is low
Discussion	Requiring or encouraging engineering measures and construction techniques that may include structural bracing, straps and clips, anchor bolts, laminated or impact-resistant glass, reinforced pedestrian and garage doors, window shutters, waterproof adhesive sealing strips, or interlocking roof shingles.

City of Lancaster Action Item	Develop and implement a comprehensive public education and outreach program
Hazard(s) Addressed	Tornado, wildfire, extreme heat, high wind, flooding, drought, winter storm, hail, earthquake, lightning, stream bank erosion
Goal/Objective	2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 3-D, 4-A, 4-B
Priority	Medium
Estimated Cost	\$10,000.00
Potential Funding Sources	Urban Area Security Initiative, State and Federal Grant Funds
Potential Matching Sources	Budget, Donations
Lead Department	City of Lancaster Fire Department and City Administration
Implementation Schedule	2 Years
Effect on Old Buildings	This has no direct effect on structures.
Effect on New Buildings	This has no direct effect on structures.
Cost Effectiveness	This is very cost effective.
Discussion	Educate the public on potential hazards they may face and also set a realistic understanding of what will be provided and when. This program will include information on natural hazard mitigation programs and private mitigation projects

City of Lancaster Action Item	Participate in Firewise Program
Objective(s) Addressed	1-A, 1-C
Hazard(s) Addressed	Wildfire
Priority (High, Medium, Low):	Medium
Estimated Cost	No Cost
Potential Funding Sources	No cost other than enforcing the code
Lead Agency/Department Responsible	Code Enforcement and Health Services
Implementation Schedule	24 months
Effect on Old Buildings	Old buildings may not be affected by this
Effect on New Buildings	New regulations will require safer construction and incorporation of wildfire mitigation considerations into the permitting process
Cost Effectiveness	Cost of implementing this program is low compared to the benefits of the program
Discussion	The Firewise program provides a series of steps that individual residents and their neighbors can take to keep their homes and neighborhoods safer from fire. This can include Joining the Firewise Community recognition program sponsored by the National Wildlife Coordination Group (firewise.org); Sponsoring Firewise workshops for local officials, developers, civic groups and neighborhood associations, encouraging or requiring best firewise practices

City of Lancaster Action Item	Promote land use program, identify undeveloped land within the floodplain, and assess uses for conservation or recreation
Objective(s) Addressed	1-C
Hazard(s) Addressed	Flooding, Stream Bank Erosion
Priority (High, Medium, Low):	Medium
Estimated Cost	TBD
Potential Funding Sources	Pre-Disaster Mitigation Grant
Lead Agency/Department Responsible	Lancaster Community Development Department
Implementation Schedule	Within 12 months of funding
Effect on Old Buildings	None
Effect on New Buildings	None
Cost Effectiveness	Preserving natural areas and vegetation benefits natural resources while also mitigating potential flood losses.
Discussion	Program will include developing an open space re-use, and preservation plan targeting as well as developing a land banking program for the preservation of the natural and beneficial functions of flood hazard areas

City of Lancaster Action Item	Develop a comprehensive loss reduction program involving acquisition and relocation in areas along Ten Mile Creek to reduce loss and repetitive damage
Objective(s) Addressed	1-C
Hazard(s) Addressed	Flooding, Stream Bank Erosion
Priority (High, Medium, Low):	High
Estimated Cost	TBD
Potential Funding Sources	City Budget, Community Development Block grant, HMGP and Pre-Disaster Mitigation Grant
Lead Agency/Department Responsible	City of Lancaster Community Development Department and Public Works Department
Implementation Schedule	24 months upon funding
Effect on Old Buildings	Old building will be acquired and maintained by the city
Effect on New Buildings	None
Cost Effectiveness	The benefits of this program exceed the cost associated with flooding of this affected areas
Discussion	The removal of structures from flood prone areas will minimize future flood losses. This will be done by acquiring and demolishing of structures from voluntary property owners and preserving land subject to repetitive flooding

City of Lancaster Action Item	Implement the Texas Safe Room Rebate Program to provide the residents of Lancaster safe rooms
Hazard(s) Addressed	Tornado, High Winds
Goal/Objective	1-C, 2- A, and 4-C
Priority	Medium
Estimated Cost	50% (up to) \$3,000 per shelter
Potential Funding Sources	Mitigation programs, County budget, City Budget, HMGP, PDM, Homeowner, Work-in-kind
Potential Matching Sources	Business donations
Lead Department	City of Lancaster Fire Department, Department of Development Services
Implementation Schedule	Within one year of funds being approved
Effect on Old Buildings	Provides residents of existing building better access to safe shelters during severe weather
Effect on New Buildings	Provides safe shelter in new building during severe weather
Cost Effectiveness	Loss of life can be prevented through this program.
Discussion	The majority of funds will be used as direct rebates to residents and builders up to \$3,000 possible rebates

City of Lancaster Action Item	Install backup generators UPS systems to all city facilities that house critical infrastructure and equipment
Hazard(s) Addressed	Tornado, wildfire, extreme heat, high wind, flooding, winter storm, hail, earthquake, lightning
Goal/Objective	4-A, 4-B, 4-C
Priority	Mid
Estimated Cost	\$120,000.00
Potential Funding Sources	Urban Area Security Initiative, HMGP, city budget
Potential Matching Sources	Additional Grant Programs
Lead Department	Lancaster Fire Department
Implementation Schedule	Within 6-12 months of funding being approved.
Effect on Old Buildings	Has no effect on structures.
Effect on New Buildings	Has no effect on structures.
Cost Effectiveness	The cost of installing the equipment is low compared to the benefits of the program
Discussion	Installing generators will help mitigate on those hazards that affect the power grid. This will help ensure that critical equipment and facilities are not compromised in the event of a hazard event.

City of Lancaster	Conduct Stream Bank Erosion Studies: Conduct a study to identify the vulnerability to stream bank erosion. Identify cost-effective action items
Hazard(s) Addressed	Flooding, stream bank erosion
Goal/Objective	2-A, 2-B, 2-C, 3-A, 3-B, 3-C, 3-D, 4-A, 4-B
Priority	Medium
Estimated Cost	\$30,000.00
Potential Funding Sources	State and Federal Grant Programs
Potential Matching Sources	Budget, Donations
Lead Department	Public Works, Building and Code Departments
Implementation Schedule	2 Year
Effect on Old Buildings	This has no direct effect on structures.
Effect on New Buildings	This has no direct effect on structures.
Cost Effectiveness	This is extremely cost effective.
Discussion	As noted in this annex, there is a data deficiency when it comes to stream bank erosion. Conducting studies will help develop a database to track the community's vulnerability to stream bank erosion in Dallas County including the City of Lancaster

City of Lancaster Action Item	Work with Dallas County and other jurisdictions in Dallas County and participate in an earthquake study to help determine the levels of risk and mitigation strategies
Objective(s) Addressed	4-A
Hazard(s) Addressed	Earthquake
Priority (High, Medium, Low):	Low
Estimated Cost	\$100,000
Potential Funding Sources	Grant funds received from the Hazard Mitigation Grant Program or other sources; County Budget;
Lead Agency/Department Responsible	Public Works in collaboration with Dallas County and other jurisdictions in Dallas County
Implementation Schedule	Within 24 months of approval and receipt of funding.
Effect on Old Buildings	The study will not have any effect on buildings. However, the findings from the study may result in changes in the building and infrastructure
Effect on New Buildings	The study will not have any effect on buildings. However, the findings from the study may result in changes in the building and infrastructure
Cost Effectiveness	An effective study will lead to savings of lives and property and infrastructure. This is a very cost effective
Discussion	As noted in Section 5, there is a deficiency in earthquake data for Dallas County as earthquakes have only been experienced (recorded) since 2008. The magnitudes of these earthquake events are considered minor. While not injuries no injuries, fatalities or major damage recorded to date, there is still a need to conduct studies and collect data so as to obtain the information and data needed to make the most appropriate decision

Lancaster Action Item	Incorporate of drought tolerant and xeriscaping practices for existing and new city facilities. This program will also be expanded to include residential areas,
Hazard(s) Addressed	Drought
Goal/Objective	5-A
Priority(High, Medium, Low)	Medium
Estimated Cost	TBD
Potential Funding Sources	City Budget
Lead Department	Developmental Services, Utilities Billing Department
Implementation Schedule	Within in one year
Effect on Old Buildings	None
Effect on New Buildings	None
Cost Effectiveness	This is extremely cost effective
Discussion	The use of landscape and design measures will help promote water conservation and reduce dependence on irrigation.

Plan Maintenance

The City of Lancaster Emergency Management Coordinator/Fire Chief will be responsible for leading, the monitoring, evaluation and update efforts of the plan on an on-going basis.

Jurisdiction	Responsible Personnel	Activity	Update Schedule
City of Lancaster	Emergency Management Coordinator/ Fire Chief	Tracking implementation and action items	Biannually
		Evaluate Plan	Annually
		Update Plan	Once every 5 years

The Emergency Management Coordinator will call the Lancaster Hazard Mitigation Team (HMPT) together on an annual basis to review the mitigation actions set forth in this plan and discuss progress. During this meeting the HMPT will develop a list of items to be updated/added in future revisions of this plan.

The Emergency Management Coordinator will report the outcomes of the HMPT to the Dallas County Office of Homeland Security and Emergency Management and when needed to the City's Administration. Lancaster's HMPT will also focus on evaluating the plan in light of technological, budgetary, and political changes that may occur during the year or other significant events.

Major disasters affecting the City of Lancaster or its communities, legal changes, and other events may trigger a meeting of the Hazard Mitigation Action Plan Working Team. This working group will be responsible for determining if the plan should be updated.

The City of Lancaster is committed to reviewing and updating this plan annex at least once every five years, as required by the Disaster Mitigation Act of 2000. The City of Lancaster will be a strong advocate that jurisdictions within the Dallas County should continue to work together on updating this multi-jurisdictional plan.

The public will continue to be involved whenever the plan is updated and as appropriate during the monitoring and evaluation process. Prior to adoption of updates, the city will provide the opportunity for the public to comment on the updates. A public notice will be published prior to the meeting to announce the comment period and meeting logistics. Moreover, the City of Lancaster will engage stakeholders in community emergency planning.

Plan Incorporation: The City of Lancaster has several plans in place that address current mitigation activities. During the planning stage the Hazard Mitigation Planning Team will review protective mitigation measures that can be incorporated in to this annex of the Dallas County Hazard Mitigation Action Plan. The city's fire and building codes are reviewed by the City Building and Standards Commission and whatever is applicable to assisting mitigation activities will be noted and discussed during the annual HMPT meetings. Changes to the Dallas County Flood Plain Maps will also be noted and discussed at the annual meetings. Any changes to the city adopted floodplain management regulations as required for inclusion in the National Flood Insurance Program will also discussed and included in the

next update of the plan. The Comprehensive Zoning Plan and Capital Improvement Plan were important in developing this annex for the City of Lancaster and will continue to be key reference documents in carrying out updates. The Zoning Plan assisted with identifying subdivision, properties and citizens that maybe in a hazardous area. The Capital Improvement Project Plan is used to prioritize drainage projects for inclusion into the city's budget process. Each of these plans assisted and will continue to be used in future updates identifying goals and establishing mitigation items for the City of Lancaster.

The Planning Integration Table

Jurisdiction	Responsible Personnel	Jurisdictional Plans	Integration Schedule	Integration Plan
City of Lancaster	City Council	Budget Meetings.	Annually	Integration of mitigation projects identified in HazMAP, grants, and other fiscal allowances for mitigation actions and related costs
	Emergency Management Coordinator	Emergency Action Plan updates	Reviewed Annually, updated as needed	EAP Mitigation annex updates based on HazMAP HIRA; update preparedness, response and recovery actions related to identified hazards
	Designated Floodplain Manager	Floodplain ordinances	As needed	Enhance mitigation of flood hazards using HazMAP flood data for floodplain management and community development.
	City Council	Capital improvement plans	Annually	Strengthen critical infrastructure and key resources based on HazMAP hazard analysis, incorporate vulnerability data and action items.
	Public Works Director	Drought Contingency plans	As needed	Integrate drought actions such as xeriscaping, water restrictions, and public education

Note: The process of integration and making changes involves the responsible party bringing the recommendations before the council/commissioners court and providing support for integration. Council /commissioner's court members will vote to integrate/adopt changes.

Appendices

- a. HIRA
- b. Supporting and Meeting Documentation
- c. Survey Results

Appendix COL A-1: Hazard Identification and Risk Assessment (HIRA) Matrix

Scale	
Low/UNLIKELY EVENT PROBABLE NEXT 10 YEARS	1
AVERAGE/OCCASIONAL EVENT POSSIBLE NEXT 5 YEARS	2
MEDIUM/MODERATE/LIKELY EVENT POSSIBLE NEXT 3 YEARS	3
HIGH/HIGHLY LIKELY EVENT POSSIBLE NEXT YEAR	4



Scale	
Low	1
MEDIUM/MODERATE	2
HIGH	3
CATASTROPHIC	4

City of Lancaster
Hazard Identification and Risk Assessment (HIRA)
 Date: October 2013

Hazard	Probability	Frequency	Severity	Risk Factor	People	Property	Environment	Potential Damage	Total Vulnerability
	(P/F)*S=RF				People + Property + Environment = Potential Damage (PD)				RF/PD=V
Severe Storms:									
High Winds	4	4	4	4	1	3	1	5	80%
Hail	4	4	3	3	1	3	1	5	60%
Lightning	4	4	3	3	1	2	1	4	50%
Winter Storms	2	4	4	2	1	2	2	5	40%
Tornado	4	4	4	4	2	3	3	8	50%
Flooding	3	3	4	4	1	2	3	6	66%
Pandemic/Public Health Emergency	1	1	4	4	3	1	3	7	57%
Extreme Temperatures/Heat	4	4	2	2	2	1	2	5	40%
Hazardous Materials Incidents									
Nuclear /Radiological	4	4	3	3	2	2	1	5	60%
Wildfire	3	3	3	3	1	3	2	6	50%
Utility Failure	4	4	3	3	2	1	2	5	60z%
Energy/Fuel Shortage	1	1	3	3	2	1	3	6	50%
Terrorist Attack	1	1	4	4	4	4	4	12	33%
Urban Fire	4	4	3	3	2	3	3	8	37%
Earthquake	1	1	3	3	3	4	3	10	30%
Levee/Dam Failure	1	1	1	1	1	4	3	9	11%
Drought	3	3	1	1	1	1	1	3	33%
Aircraft Accident	1	1	2	2	3	3	3	9	22%
Stream Bank Erosion	1	2	1	.500	1	1	1	3	16%
Chemical/Biological/ Nuclear/Radiological/ Explosive Attack (CBRNE)	1	1	4	4	4	4	4	12	33%
Civil Disorder	2	2	2	2	2	2	2	6	33%

NB: This City of Lancaster HIRA only considered natural hazards as outlined in the Section 5 of the Dallas County HazMAP 2014 Plan

Instructions of How to Use the HIRA – Taken From Dallas County EMP - 2009

A. Situation

Dallas County is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of the major hazards that Dallas County may face is provided in Figure 1. These major hazards are identified as natural, man-made, and technological hazards. Figure 1: Hazard Summary identifies the probability, frequency, severity, risk factor, potential damage, and total vulnerability to people (Citizens of Dallas County), property, and the environment. In Figure 2, identifies the probability, frequency, severity, risk factor, potential damage, and total vulnerability to Dallas County employees, facilities, and business processes that will also be used during Continuity of Operations/Continuity of Government planning. Additional hazard information is provided in our Dallas County Hazard Identification and Risk Assessment (HIRA), which is published separately.

Hazard Identification and Risk Assessment

Profiling Hazards

This section of the plan will provide an overview of the specific natural, technological, and man-made hazards that can affect Dallas County, including information on historical occurrences and the probability of future occurrences. The following table contains the Hazard and Risk Assessment for Dallas County. To determine the hazards that pose the greatest threat, a Hazard Identification and Risk Assessment was completed to determine impact to people, property, environment, Dallas County employees, Dallas County facilities, and Dallas County Business Processes. In the assessment, numerical values were assigned for the following factors:

1.) Frequency of Occurrence:

Event probable next 10 years	1
Event possible next 5 years	2
Event possible next 3 years	3
Event possible next (1) year	4

2.) Probability:

Low/Unlikely	1	Less than 1% annual probability
Average/Occasional	2	Between 1 and 10% annual probability
Medium/Moderate/ Likely	3	Between 10 and 100% annual probability
High/Highly Likely	4	100% annual probability

3.) Severity:

Low	1	<ul style="list-style-type: none"> • Very few injuries, if at all none
Medium/Moderate	2	<ul style="list-style-type: none"> • Minor Injuries
High	3	<ul style="list-style-type: none"> • Multiple deaths/injuries
Catastrophic	4	<ul style="list-style-type: none"> • High number of deaths/injuries

The risk factor was calculated by dividing the Frequency by the Probability times the severity to determine the risk factor $(P/F)*S=RF$.

4.) Impact to People, Property, Environment, Dallas County Employees, Dallas County Facilities, and Dallas County Business Processes:

Low	1	<ul style="list-style-type: none"> • Minor illness or injury to employees resulting in one day's absence • Does not violate laws • Little or minimal environmental damage
Medium/Moderate	2	<ul style="list-style-type: none"> • Injury or illness of resulting in one or more work days lost • Mitigable environmental damage where restoration activities can be done
High	3	<ul style="list-style-type: none"> • Results in partial permanent disability, injuries or illness of 3 employees or more • Reversible environmental damage • Violation of law/regulation
Catastrophic	4	<ul style="list-style-type: none"> • Results in partial permanent disability, injuries or illness of 3 employees or more • Reversible environmental damage • Violation of law/regulation

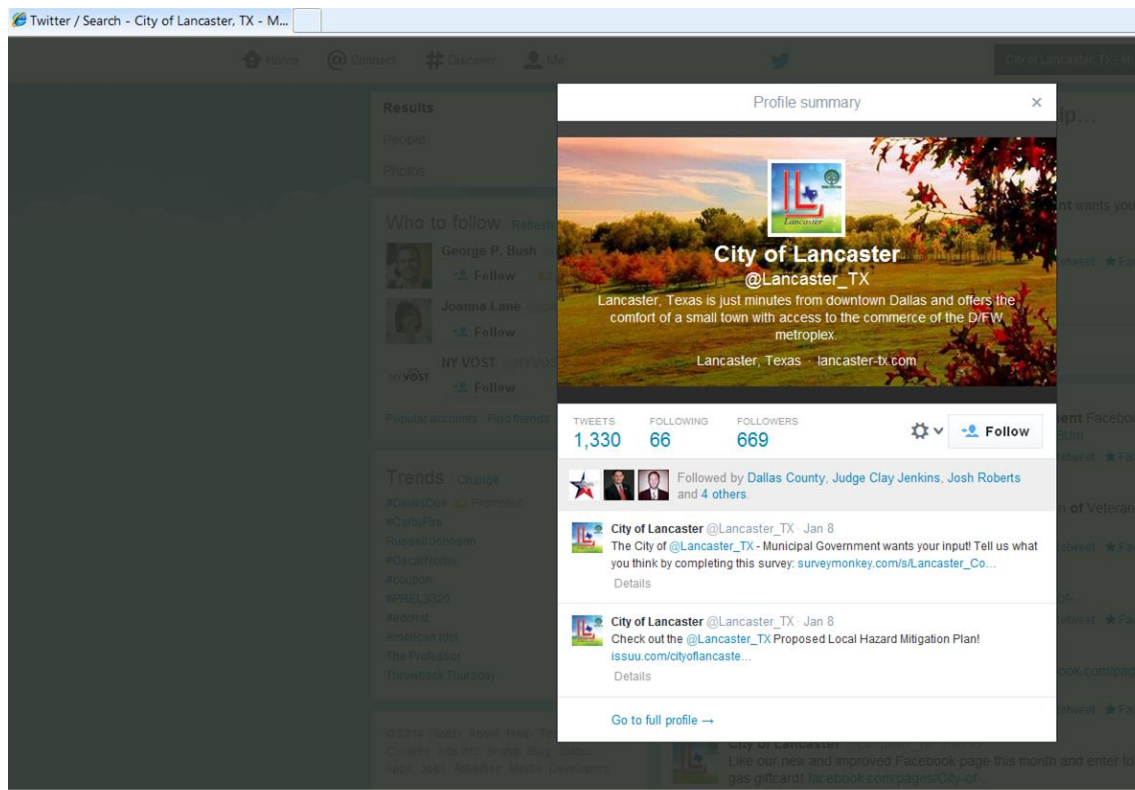
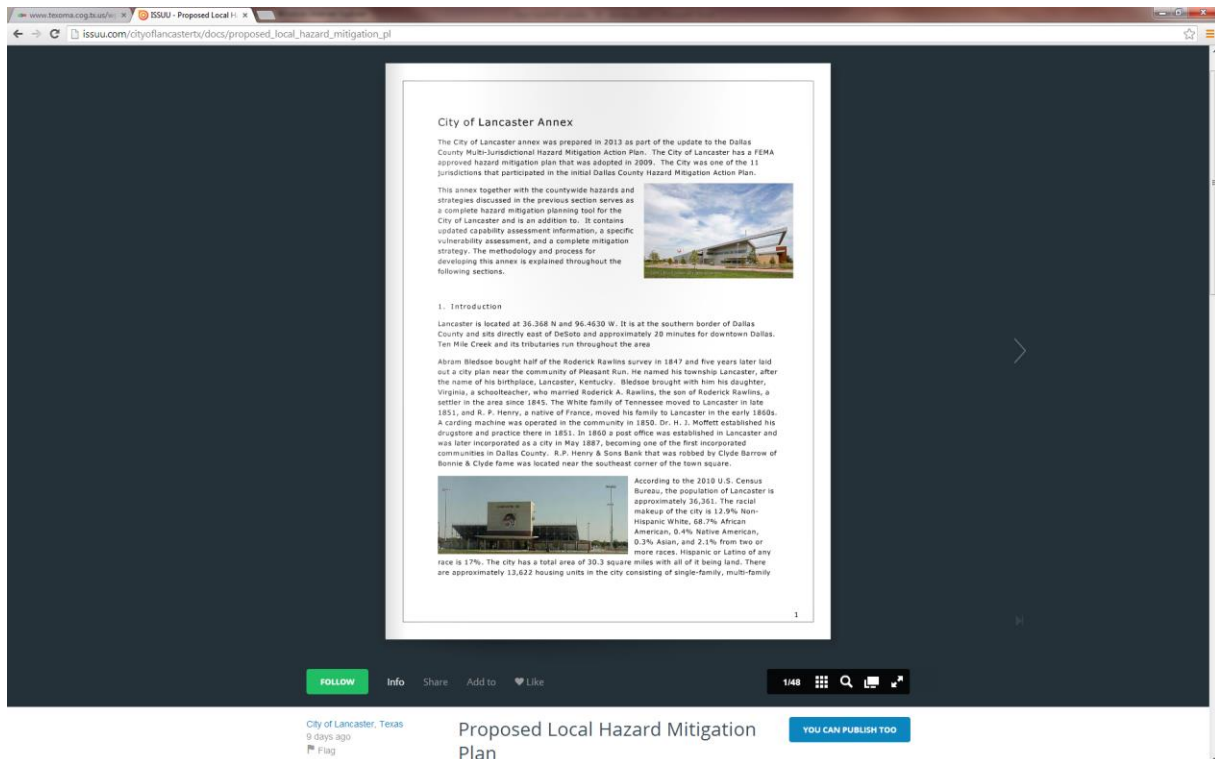
5.) Potential Damage: The potential damage was calculated by adding the numerical value given to people, property, and the environment (Dallas County Employees, Dallas County Facilities, and Dallas County Businesses Processes) will equal the potential damage. $(\text{People} + \text{Property} + \text{Environment} = \text{Potential Damage (PD)})$ or $\text{Dallas County Employees} + \text{Dallas County Facilities} + \text{Dallas County Business Processes} = \text{Potential Damage (PD)}$

6.) Total Vulnerability: The total vulnerability is calculated by dividing the potential damage by the risk factor to get the percentage of vulnerability for people, property, and the environment. $\text{Risk Factor (RF)} / \text{Potential Damage (PD)} = \text{Vulnerability (V)}$. The total vulnerability was ranked from the highest percentage to the lowest percentage.

7.) The descriptors in the **Priority Risk Index (PRI)** is used in this plan with the purpose of categorizing potential hazards for Dallas County and categorize and define each of the levels and values. It is to be used in collaboration with the HIRA Matrix

PRI Category	Degree of Risk		
	Level	Criteria	Index Value
Probability	Unlikely/Low	Event Probable next 10 yrs.	1
	Possible/Average/Occasional	Event possible in next 5 yrs.	2
	Likely/Moderate	Event possible in next 3 yrs.	3
	Highly Likely/High	Event possible next year	4
Life Impact	Low	Very few injuries, if at all none	1
	Medium/Moderate	Minor Injuries	2
	Critical	Multiple deaths/injuries	3
	Catastrophic	High number of deaths/injuries	4
Property Impact	Low	Only minor property damage and minimal disruption of life. Temporary shutdown of critical facilities.	1
	Medium/Moderate	More than 10% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for more than one day.	2
	Critical	More than 25% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for more than one week.	3
	Catastrophic	More than 50% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for 30 days or more.	4
Spatial Extent	Negligible	Less than 1% of area affected	1
	Small	Between 1 and 10% of area affected	2
	Moderate	Between 10 and 50% of area affected	3
	Large	Between 50 and 100% of area affected	4

Appendix COL B-1: Supporting and Public Outreach Documentation



City of Lancaster, TX - Municipal Governm...

City of Lancaster, TX - Municipal Government

City of Lancaster, TX - Mun...
Timeline
Recent
Like

The City of Lancaster, TX - Municipal Government wants your input! Tell us what you think by completing this survey: https://www.surveymonkey.com/s/Lancaster_Comprehensive_Plan_Survey_1

City of Lancaster Survey
www.surveymonkey.com

Welcome! The City of Lancaster is kicking off an important new project – an update to the Lancaster Comprehensive Plan. It will help Lancaster take advantage of opportunities available to the City now and will enhance the attractions that already make this community special and unique.

Like · Comment · Share
2

City of Lancaster, TX - Municipal Government
January 8

Check out the @Lancaster_TX Proposed Local Hazard Mitigation Plan! <http://t.co/TpWMC6K8U6>

Proposed Local Hazard Mitigation Plan
issuu.com
City of Lancaster, Texas

Like · Comment · @Lancaster_TX on Twitter · Share

Isd Lancaster likes this.

Write a comment...
Press Enter to post.

City of Lancaster, TX - Municipal Government
December 31, 2013

The City of Lancaster will be closed on Wednesday, January 1, 2014 in observance of the New Year Holiday. Trash and recycling schedules will run as follows:

- Wednesday, January 1, 2014 trash pickup will run on Thursday, January 2, 2014
- Thursday, January 2, 2014 trash pickup will run as scheduled.

For more information please call 972-218-1300 or visit www.lancaster-tx.com.

All City of Lancaster Offices will be

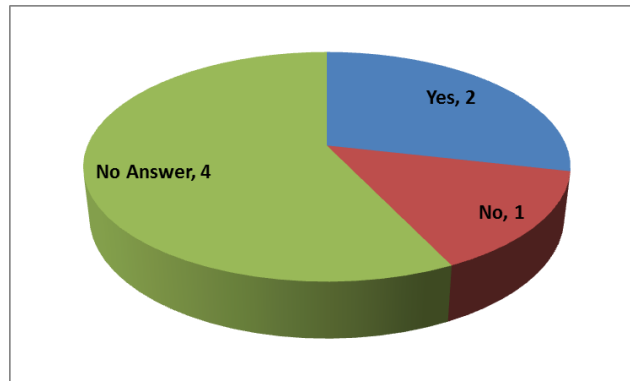
City of Lancaster, TX - Municipal Government
December 25, 2013

Appendix COL C-1: City of Lancaster Survey Responses

1. Please select your jurisdiction from the list. You may only select one jurisdiction for each survey completed. If you belong to more than one jurisdiction in this list, please complete multiple surveys.

✓ City of Lancaster (7 responses)

1. Have you ever experienced or been impacted by a disaster?



If "Yes", please indicate what hazard you have endured and where it occurred?

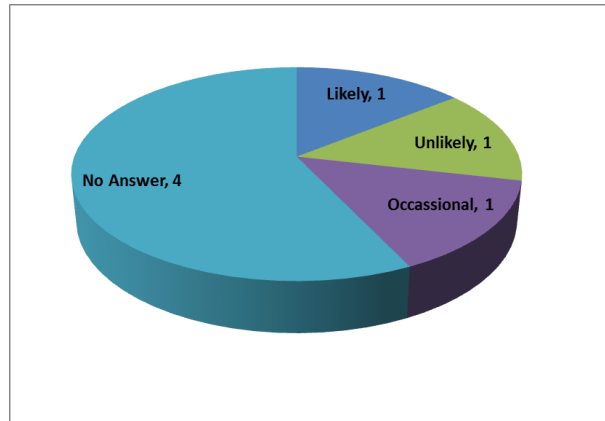
- ✓ "2012 Tornado"
- ✓ "Neighborhood hit by tornado; fence damaged. June 2004 – Apartment in DeSoto flooded when nearby creek overflowed its banks."

2. How concerned are you about the possibility of your community or jurisdiction being impacted by a disaster?

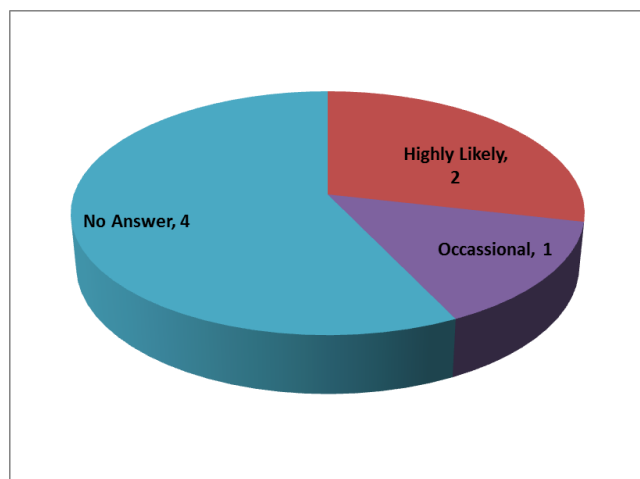


3. The hazards addressed in the Dallas County Hazard Mitigation Action Plan are listed below. Please indicate your opinion on the likelihood for each hazard to impact

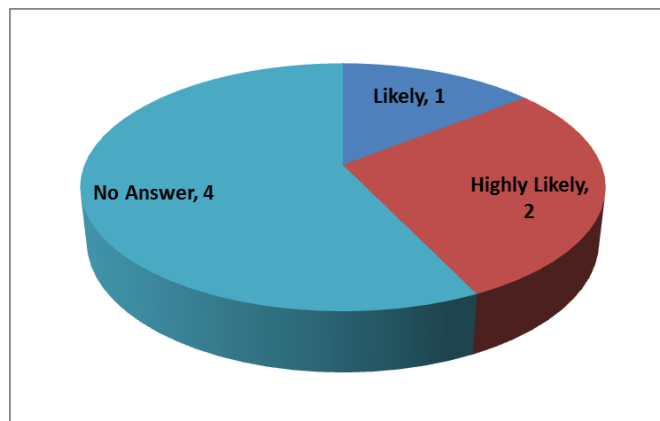
a. Earthquake



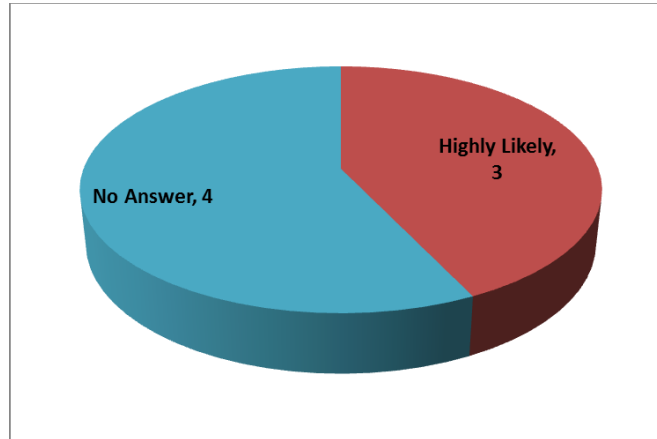
b. Tornado



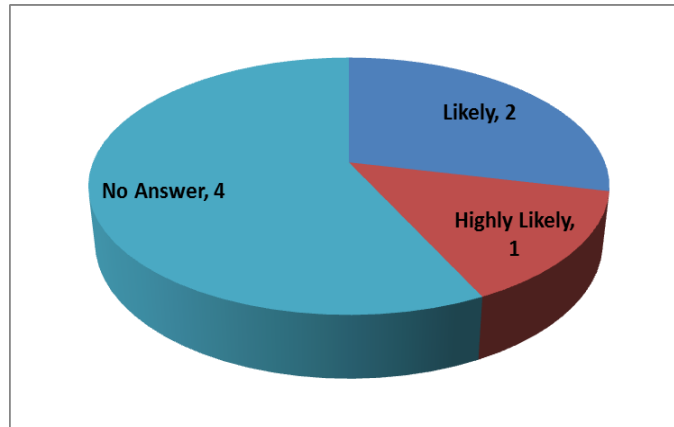
c. Hail



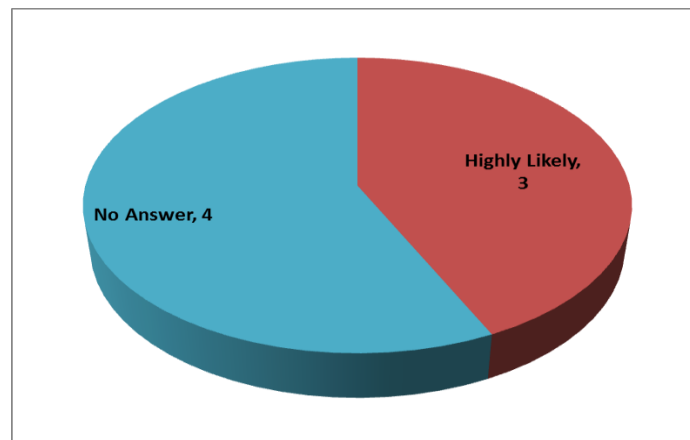
d. High Winds



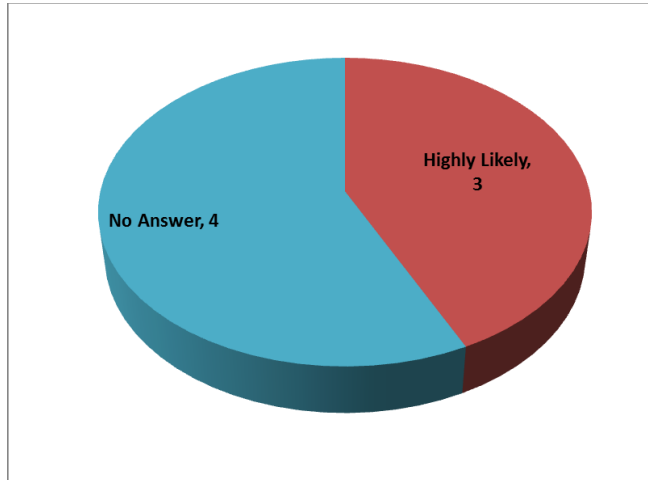
e. Winter Storm



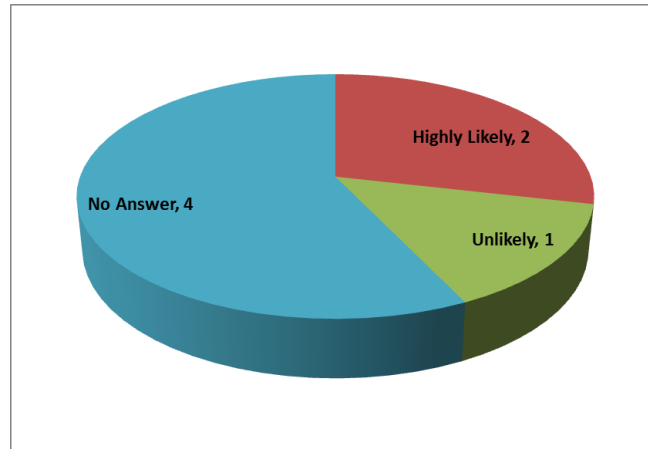
f. Extreme Heat



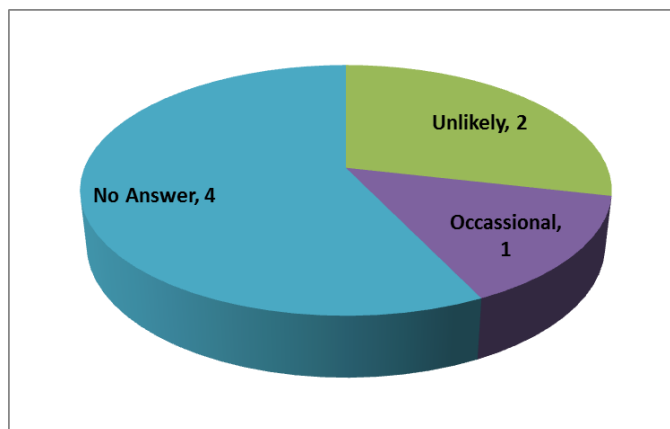
g. Drought



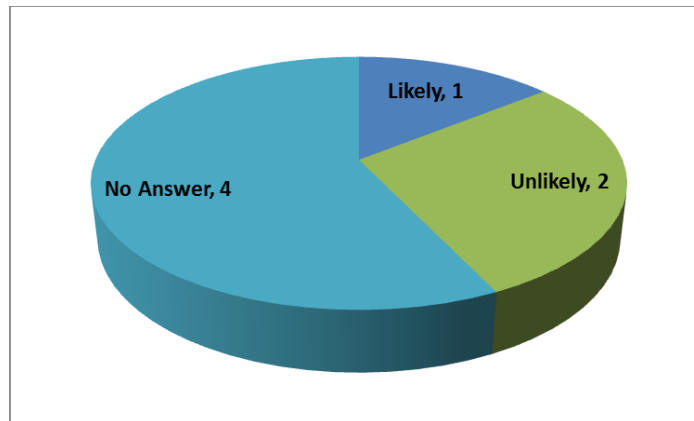
h. Flooding



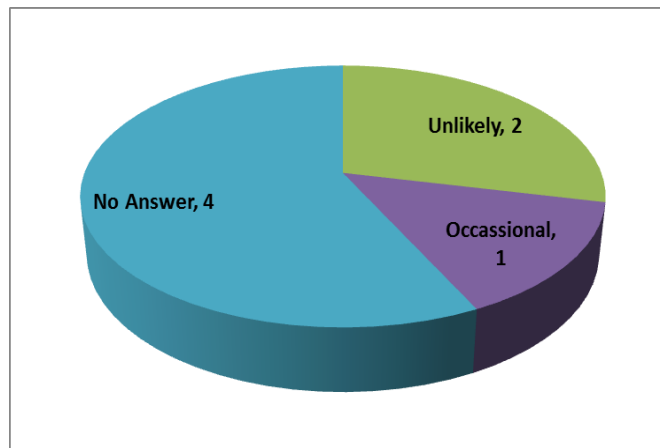
i. Dam Failure



j. Stream Bank Erosion

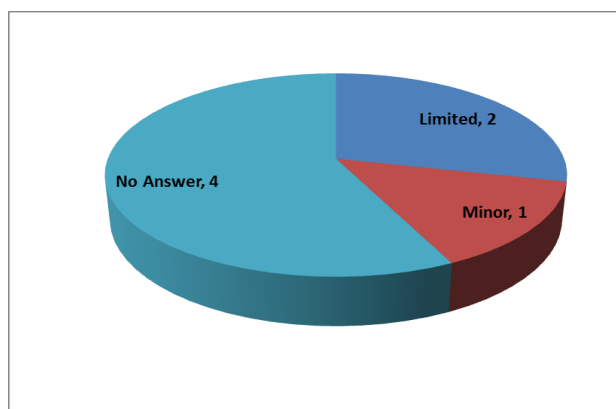


k. Levee Failure

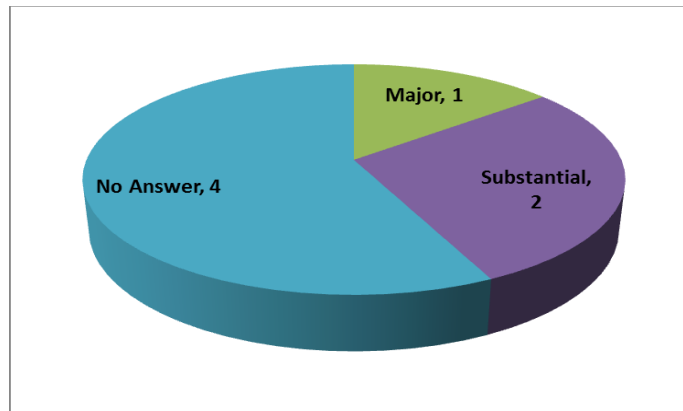


5. The hazards addressed in the Multi-Jurisdictional Hazard Mitigation Plan are listed below. Please indicate your opinion on the potential magnitude or impact of each hazard's impact on YOUR JURISDICTION (identified above). Please rate EACH hazard as follows.

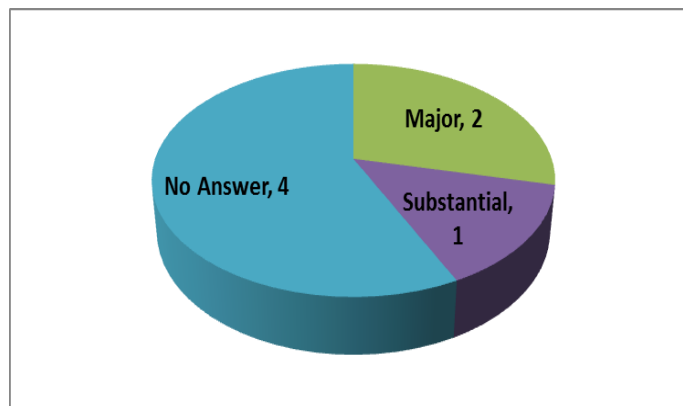
a. Earthquake



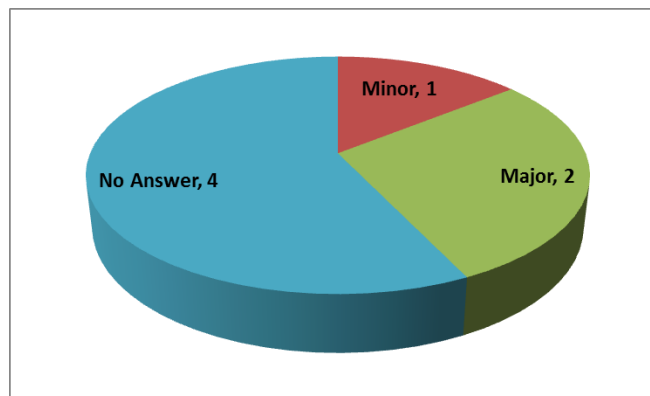
b. Tornado



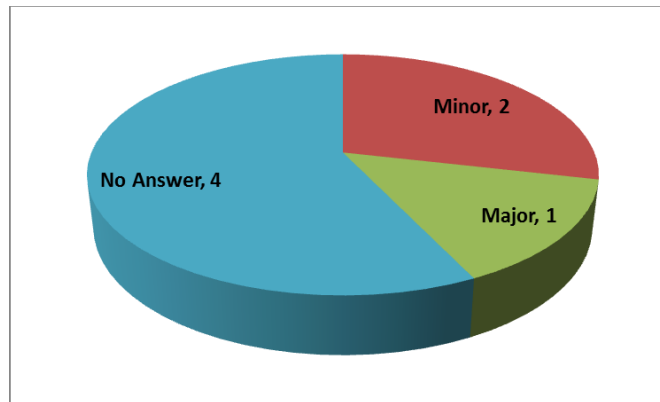
c. Hail



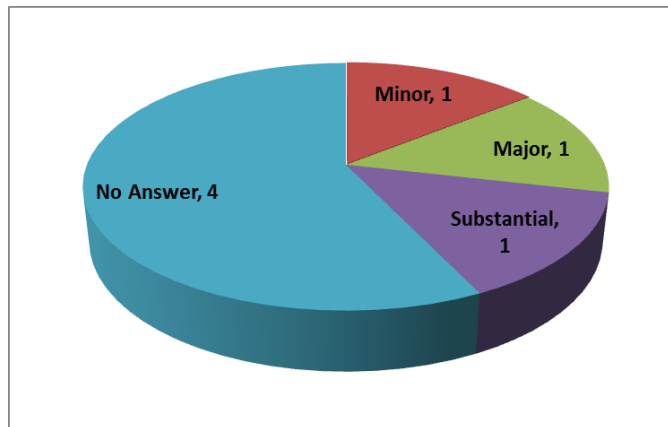
d. High Winds



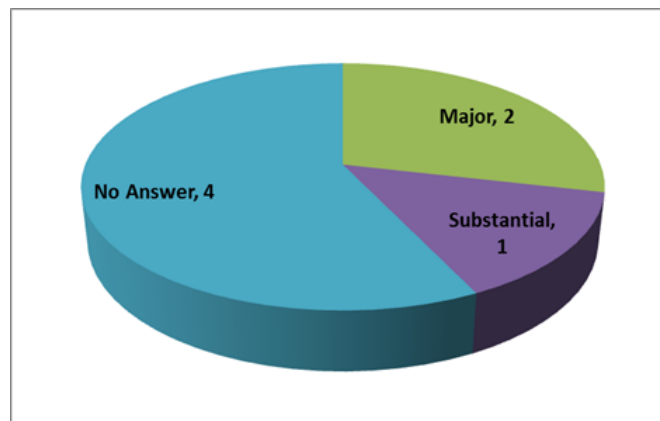
e. Winter Storms



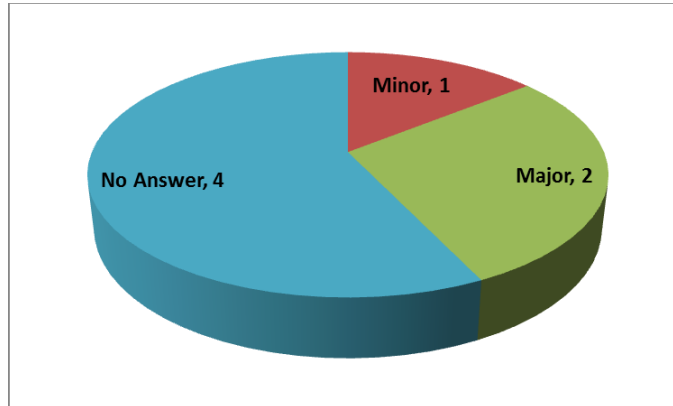
f. Extreme Heat



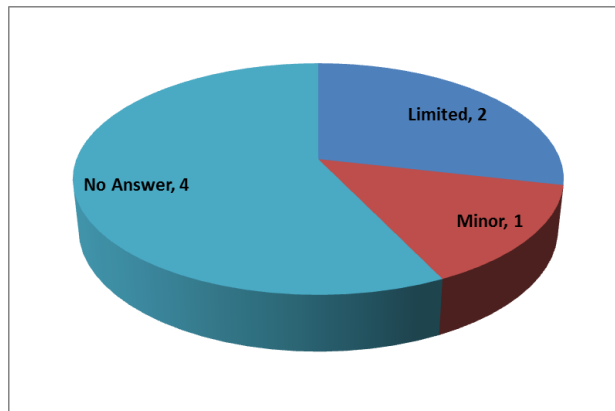
g. Drought



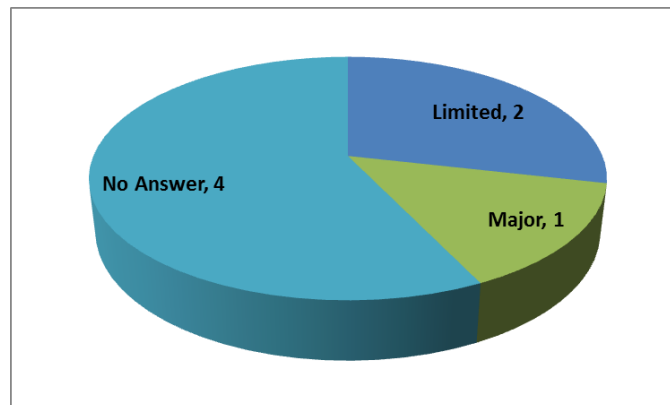
h. Flooding



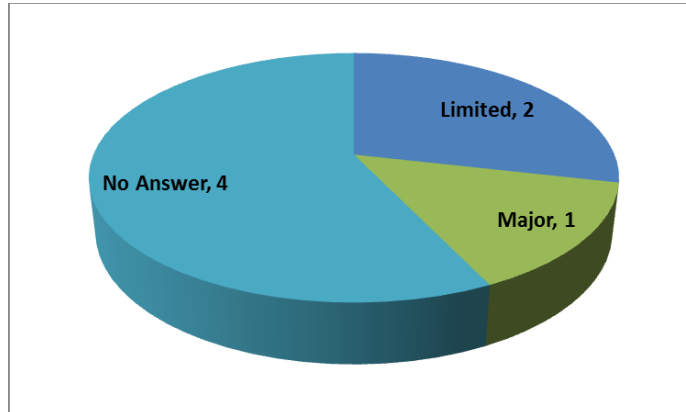
i. Dam Failure



j. Stream Bank Erosion



k. Levee Failure



6. Is there another hazard not listed above that you think is a wide-scale threat to your jurisdiction?

- ✓ Yes (0)
- ✓ No (3)
- ✓ Skipped (4)



If "Yes", please list the hazard(s) you think are a wide-scale threat that are not listed

- | | | |
|-----------------|---------------------|--------------------------|
| ✓ Terrorism | ✓ Bridges Breaking | ✓ Fracking |
| ✓ Civil Unrest | ✓ Chemical/ HazMat | ✓ Gas Pipeline Explosion |
| ✓ Power Outages | ✓ Climate Changes | ✓ Water Contamination |
| ✓ West Nile | ✓ Epidemic/Pandemic | ✓ Water Main Breaks |
| ✓ Air Pollution | ✓ Financial Crisis | |

7. Below are broad mitigation strategies identified in the Dallas County Hazard Mitigation Action Plan (HazMAP) that are to address the hazards that affect Dallas County. In your opinion, please check which of these mitigation strategies do you believe could benefit your jurisdiction:

Answer Choices	Responses
Improve on Land Use Program:	1
Flood Plain Management to include Localized Flood and Soil Erosion Reduction Projects (storm water management or localized flood control projects, and Cast in Place (CIP) Erosion Control):	1
Improve, adopt and enforce building codes:	2
Implement the Texas Individual Tornado Safe Room Rebate Program:	3
Expand and improve on programs such as the Community Emergency Response Teams (CERT) Training, Public Education and Public Awareness Programs:	2
Participate in the National Flood Insurance Program (NFIP) and Community Rating System (CRS) program:	2
Expanded use of CodeRED and other mass notification systems including outdoor warning siren system, and working better with the Nation Weather Service to monitor weather events:	3
Coordinate with Dam owners to conduct inundation studies of dams:	0
Water conservation strategies to include passing resolutions restricting water use for lawn and landscape irrigation; provide low follow devices to property owners:	3
Purchase and improve on the Weatherization Assistance Program (WAP):	3
Conduct an earthquake vulnerability study:	1
Purchase and install lightning prediction and protection devices such as lightning arrestors and lightning rods to protect communications and utility infrastructure:	3
Purchase and install temperature monitoring devices on the elevated roadways that are susceptible to icing:	3
Structural Retrofitting of Existing Buildings:	2
Total Respondents:	7

List any other strategies you think should be included in the plan:

✓ None Given

8. Please comment on any other issues that the Dallas County Hazard Mitigation Planning Group should consider in developing a strategy to reduce future losses caused by hazard events:

✓ None Given

**COURT ORDER
2015-1728**



Adoption of the 2015 Dallas County Hazard Mitigation Action Plan

On a motion made by Commissioner John Wiley Price, District 3, and seconded by Commissioner Dr. Theresa M. Daniel, District 1, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 12/15/2015
FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve adoption of the 2015 Dallas County Hazard Mitigation Action Plan.

Done in open court December 15, 2015, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None

ABSTAINED: None

ABSENT: None

COMMISSIONERS COURT BRIEFING



DATE: 12/15/2015

SUBMITTING DEPARTMENT: Homeland Security

THROUGH: County Judge

SUBJECT: Adoption of the 2015 Dallas County Hazard Mitigation Action Plan

BACKGROUND:

Both the Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require local communities to adopt a Hazard Mitigation Plan in order to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes. These Hazard Mitigation Plans are to be approved at least every five years for jurisdictions to maintain eligibility for funding. The 2015 Dallas County Hazard Mitigation Action Plan (HazMAP) is an extension of the Dallas County Emergency Management Plan and is a record of the county's potential hazards, risks and strategies to reducing the long-term consequences of natural hazards. The HazMAP outlines mitigation goals, identifies risk reduction strategies for hazards that threaten the County, and discusses the ongoing risk reduction strategies to be undertaken.

On January 6, 2009, Dallas County Commissioners Court adopted the 2008 Dallas County Hazard Mitigation Action Plan through Court Order 2009-0045. This plan was developed in partnership with the North Central Texas Council of Governments and 11 other jurisdictions that were participants in the plan. The 2015 Dallas County HazMAP is a multi-jurisdictional plan and is a culmination of almost three years of planning and development. The planning process was led by the Office of Homeland Security and Emergency Management (HSEM) and involved 22 jurisdictions and agencies, 11 more jurisdictions than were in the 2008 Dallas County HazMAP. The planning process was partly funded through Pre-Disaster Mitigation (PDM) grant - PDMC-PL-06-TX-2012-032, and was administered through an agreement between Dallas County and the North Central Texas Council of Governments.

The 2015 Dallas County HazMAP was reviewed by FEMA and was found to be Approvable Pending Adoption (APA). Attached is the APA letter issued by the Texas Division of Emergency Management (TDEM).

As the Dallas County HazMAP is quite large (1694 pages) and contains many data-intensive maps, an Executive Summary has been submitted with this brief. A CD copy of the entire plan can be provided upon request. It can also be accessed online via the Dallas County Office of Homeland Security and Emergency Management web page at:

http://www.dallascounty.org/departments/osem/documents/2015_12_01_Dallas_County_HazMAP_APA_Copy.pdf

RECOMMENDED BY:	County Judge	PREPARED BY:	Lauren Mish
		APPROVED BY DEPT HEAD:	Clay Lewis Jenkins

Once the Court approves the adoption of the 2015 Dallas County HazMAP, the formal adoption renders the County eligible for pre-disaster and post-disaster federal funding for mitigation purposes.

OPERATIONAL IMPACT:

Hazard mitigation activities are not only a response to an event and a known hazard, but are also an active search for ways to prevent and reduce the impact from newly discovered hazards. The mitigation process is long-term in nature and, therefore, is an on-going element of the emergency management program that directly influences preparedness, response, and recovery requirements. Mitigation activities can be initiated at any time, but are classified as either pre-event or post-event actions. These actions are not mutually exclusive and will be merged into a coordinated, continuous mitigation process.

1.) Pre-Event Mitigation: Activities that take place prior to the occurrence of an emergency situation. This timeframe provides a more relaxed atmosphere for the development and implementation of long-term, multi-hazard oriented mitigation measures. This time frame is preferred and is the most appropriate for reducing risks and potential damages.

2.) Post-Event Mitigation: Activities that take place after an emergency situation has occurred and already adversely affect Dallas County. These activities are a response and are too late to prevent or reduce impacts already suffered. Heightened hazard awareness and a desire for a speedy recovery provide an emphasis for conducting mitigation activities during this time frame. Mitigation opportunities can be identified and implemented which can be very effective in reducing potential damages from future events.

FINANCIAL IMPACT:

An approved Dallas County HazMAP may render the County eligible for pre-disaster and post-disaster federal funding for mitigation purposes such as the Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant Program, and the Emergency Management Performance Grant.

LEGAL IMPACT:

N/A

PROJECT SCHEDULE:

FEMA has concluded the review of the HazMAP and the plan is found to be approvable pending adoption by the Commissioners Court and the participating city councils. The Court Orders/resolutions are then filed with the Texas Division of Emergency Management and the plan is marked as approved and complete.

M/WBE PARTICIPATION:

N/A

STRATEGIC PLAN COMPLIANCE:

Recommendations included in this briefing are consistent with the Dallas County Strategic Plan, "Vision 3: Dallas County is safe, secure, & prepared." Dallas County is diligently working to coordinate, implement, and expand the capabilities to reduce long-term consequences of the hazards we face.

RECOMMENDATION:

Approve adoption of the 2015 Dallas County Hazard Mitigation Action Plan.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

November 30, 2015

The Honorable Clay Lewis Jenkins
Judge, County of Dallas
411 Elm Street
Dallas, Texas 75202

RE: Approvable Pending Adoption of the County of Dallas Hazard Mitigation Plan, PDM-12.

Dear Judge Jenkins,

Congratulations! FEMA has concluded the review of the Dallas County, Texas, local mitigation action plan, and the plan is found to be approvable pending adoption. In order for this plan to receive final FEMA approval, the jurisdiction(s) must adopt this plan and submit the complete adoption package to the state within 90 days. The plan update timeline will begin on the date of the FEMA approval letter. Please mail us the complete adoption package in the form of a CD containing the following:

- The final plan formatted as a single document
 - Plan must be dated to match the date of the first adoption
 - Remove track changes, strikethroughs and highlights
- All signed resolutions as a separate single document

The previous review tool may contain recommendations to be applied to your next update. DO NOT make any further changes to your plan until it has been approved.

The following participating governments are included in Attachment A with this letter.

If you have any questions concerning this procedure, please do not hesitate to contact me at Mitchell.Osburn@dps.texas.gov or 512-337-0043. We commend you for your commitment to mitigation.

Respectfully,

Mitchell A. Osburn
Mitigation Plans Administrator
Texas Division of Emergency Management
Texas Homeland Security
Texas Department of Public Safety

cc: Sara Haak, TDEM District Coordinator
Melanie Devine, North Central Texas Council of Governments

Enclosures: Attachment A

Attachment A

Dallas County, Texas
Multi-Jurisdictional
Hazard Mitigation Plan Participants

Below is the list of participating governments included in the November 25, 2015 review of the referenced Hazard Mitigation plan:

1. Dallas County
2. Town of Addison
3. City of Balch Springs
4. City of Carrollton
5. City of Cedar Hill
6. City of Cockrell Hill
7. City of Coppell
8. City of Dallas
9. City of DeSoto
10. City of Duncanville
11. City of Farmers Branch
12. City of Glenn Heights
13. Town of Highland Park
14. City of Irving
15. City of Lancaster
16. City of Richardson
17. City of Rowlett
18. City of Sachse
19. City of Seagoville
20. Town of Sunnyvale
21. City of University Park
22. City of Wilmer

MO/rm



**Dallas County
Hazard Mitigation Action Plan
(HazMAP)
November 2015**

Executive Summary

Mitigation is commonly defined as sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. Hazard mitigation planning is a process in which hazards are identified and profiled, people and facilities at risk are assessed for threat and vulnerability, and mitigation actions are developed. A mitigation plan states the aspirations and specific courses of action that a community intends to follow to reduce vulnerability and exposure to future hazard events. These plans are formulated through a systematic process centered on the participation of citizens, businesses, public officials, and other community stakeholders.

This plan is an update of the Dallas County Hazard Mitigation Plan (HazMAP) that was adopted in January 2009. The plan has been developed to comply with the requirements of the Federal Disaster Mitigation Act of 2000 and subsequent updates.

The Dallas County Hazard Mitigation Working Group, comprising of representatives of each participating jurisdiction, led the development of the update and contributed significant staff time towards the developments. Update development support was also provided through the Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) grant, administered by the Texas Division of Emergency Management (TDEM) and sub-guaranteed by the North Central Council of Governments (NCTCOG). Coordination and final compilation of the update was provided by the Dallas County Office of Homeland Security and Emergency Management (HSEM). This mitigation plan is a planning document, not a regulatory document.

The objectives of the plan update remain the same as those of the previous plan that was adopted in 2009, which is to reduce the negative impacts of future disasters on the communities of Dallas County. These include:

- ✓ To save lives and reduce injuries.
- ✓ Minimize damage to buildings and infrastructure (especially critical facilities).
- ✓ Minimize economic losses

Participating jurisdictions in this plan update expanded from 11 to 22 jurisdictions and are as follows:

Participating Jurisdictions	
Dallas County (Unincorporated)	City of Glenn Heights
Town of Addison	Town of Highland Park
City of Balch Springs	City of Irving
City of Carrollton	City of Lancaster
City of Cedar Hill	City of Richardson
City of Cockrell Hill	City of Rowlett
City of Coppell	City of Sachse
City of Dallas	City of Seagoville

Participating Jurisdictions	
City of DeSoto	Town of Sunnyvale
City of Duncanville	City of University Park
City of Farmers Branch	City of Wilmer

Non-Participating Jurisdictions That Adopted a Stand-alone Plan	
City of Garland	City of Hutchins
City of Grand Prairie	City of Mesquite

This plan update shows that communities in Dallas County continue to be subject to a number of natural hazards. The hazards addressed in this plan include severe storms, high winds, hail, lightning, flooding, tornadoes, winter storms, extreme heat, drought, dam or levee failure, wildfire and earthquakes. Other hazards discussed that do not affect Dallas County include expansive soils, coastal erosion, hurricane/tropical storms, and land subsidence. While most of the hazards identified have occurred in Dallas County, flooding, severe storms, drought and tornadoes stand out as the predominant hazard risks. The historical occurrences, location, extent, probability and vulnerability of these hazards have been documented in this update. Also discussed in this update are the local policies and capabilities that participating jurisdictions have and/or would like to implement to mitigate some of the effects of the hazards identified if sufficient resources were available. No significant changes have been made to the hazards identified in the plan.

The Mitigation Strategy is the heart of the plan and outlines various action items that, given sufficient funding, could be implemented to address the risks of the hazards identified. Several of the action items identified are on-going or have been deferred from previous actions items that were discussed in the 2009 plan. These action items are designed to mitigate the effects of natural disasters and include programs such as upgrading of infrastructure to expanding public outreach and education programs. In this respect, the strategy of the plan has remained intact as to that of the previously adopted plan. The programs or action items identified in the plan update have been prioritized by the local jurisdictions and represent a local approach to addressing local hazards that is most relevant to the local jurisdictions.

The main changes in this plan update from the initial mitigation plan that was adopted in 2009 are in the formatting and structuring of the content. The contents of this plan update are designed and organized to be more reader-friendly and as functional as possible. For instance, the number of sections has changed from four to nine. The **Summary of Plan** section below provides a breakdown of what is covered in each section.

The hazards have remained the same as those discussed in the 2009 plan and so have the mitigation strategies. We have discussed four new hazards, which do not affect Dallas County, so as to match the plan with the State of Texas Mitigation Plan. These hazards include hurricanes, land subsidence, coastal erosion and expansive soils. Most the changes are in the format and structure of the plan.

One notable structural change is that the plan is comprised of two main parts, a base section and a jurisdiction-specific annex section. The base section of the plan discusses the plan for Dallas County. Section 5 in particular discusses the hazard, the extent and impact of the hazards, the historical occurrences of the hazards identified, the probability of future occurrences, and the results of the vulnerability and risk assessment process. The section captures events that have taken place in all participating jurisdictions as applicable. The jurisdiction-specific annexes or sub-plans section provides a focused and strategic approach to discussing specific hazard risks that are unique to each participating jurisdiction. The jurisdictional annexes build off of the base plan that addressed the natural hazards common throughout Dallas County. It provides a closer look at the capabilities, critical facilities, land use/development trends and vulnerabilities of a particular jurisdiction.

Summary of Plan

Sections 1 and 2 of the plan provide the background of the plan and provide a profile for the planning area and introduce the jurisdictions participating in the plan update. They also outline the scope, purpose, and authority of the plan.

Section 3 provides a profile of the Dallas County planning area. It discusses geographic elements that include location, size, physical features, population and demographic information, governmental structures, and the basic economic aspects of Dallas County.

Section 4 documents the planning process. It addresses Element A of the Local Mitigation Plan Review Tool. It identifies the various stakeholders in the planning process as well as discusses public participation in the plan. It provides an overview of the hazards, time line for the plan, and mitigation strategies, as well as the process of identification and risk assessment methodologies utilized.

Section 5 presents information on individual hazards. For each hazard, the plan presents a description of the hazard, the hazard extent, a history of historical hazard events, the probability of future occurrences, and the results of the vulnerability and risk assessment process.

Section 6 presents the mitigation goals and objectives. Section 7 provides the previous mitigation action items submitted in the 2009 HazMAP and a current analysis for each action. The section also addresses all of the newly developed mitigation actions for HazMAP update.

Section 8 identifies plan maintenance procedures including plan incorporation and implementation.

Section 9 provides the jurisdictional annexes that provide specific information of how each jurisdiction conducted its planning process and includes specific risk and vulnerability assessments of the specific or unique hazard not addressed in Section 5 of this plan update.

The following is a brief discussion of what has been included in each of the sections of the update plan.

Section 1 and 2: Introduction and Scope Purpose and Authority of Plan

In 2009, Dallas County and 10 other participating jurisdictions within Dallas County adopted the Dallas County Hazard Mitigation Action Plan (HazMAP) after it was approved by FEMA. The mitigation planning regulation of the Disaster Mitigation Act requires that mitigation plans be reviewed and revised within five (5) years of approval to maintain eligibility for mitigation grant funding. Dallas County began the planning process to renew the HazMAP in March 2013, and updated each section of the original plan, this time involving 22 of the 26 cities within Dallas County.

Plan Scope: The focus of the Dallas County Hazard Mitigation Action Plan (HazMAP) update is to mitigate relevant hazards as determined using the Dallas County HazMAP adopted in 2009 (formerly referred to as DaLMS) and the Dallas County Hazard Identification and Risk Assessment (HIRA) Matrix. Each participating jurisdiction reviewed the 2009 HazMAP and completed the HIRA to determine the risk levels of the most common hazards that affect Dallas County; hazards that are ranked in percentages using a formula provided in the HIRA tool.

Purpose: The plan update is an opportunity for Dallas County and participating jurisdictions to evaluate successful mitigation actions and explore opportunities to avoid future disaster loss. The purpose of the plan is to:

- ✓ Assess previous mitigation projects and develop unique mitigation strategies to meet future development and risks;
- ✓ Encourage improvements in floodplain management, participation in the National Flood Insurance Program (NFIP), and qualifying for FEMA's Community Rating System, thereby reducing flood insurance premiums for citizens;
- ✓ Devise solutions to strengthen emergency management by addressing prevalent risk of natural and man-caused hazards; and
- ✓ Develop and implement a comprehensive hazard mitigation plan update for Dallas County as a whole.

Authority: The plan update will comply with all requirements promulgated by the Texas Division of Emergency Management (TDEM) and all applicable provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Section 104 of the Disaster Mitigation Act of 2000 (DMA 2000) (P.L. 106-390), and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004 (P.L. 108-264). It will also comply with FEMA's February 26, 2002 Interim Final Rule ("the Rule") at 44 CFR, Part 201, which specifies the criteria for approval of mitigation plans required in Section 322 of the DMA 2000 and standards found in FEMA's "Local Multi-Hazard Mitigation Planning Guidance" (released July 1, 2008). The updated plan will be developed in accordance with FEMA's Community Rating System (CRS) Floodplain Management Plan standards and policies.

Section 4: Planning Process

Dallas County Office of Homeland Security and Emergency Management (HSEM) took the lead in updating the Dallas County Hazard Mitigation Action Plan (HazMAP). The Dallas County HazMAP Working Group was formed and comprised of at least one representative from each participating jurisdiction in Dallas County. The table below lists the participating jurisdictions in the Dallas County HazMAP Update.

Participating Jurisdiction	Name	Title
Dallas County (Unincorporated)	Michael Gaciri	Hazard Mitigation Specialist
Town of Addison	John O'Neal	Fire Chief/EMC
City of Balch Springs	David Haas	Emergency Management Coordinator
City of Carrollton	Elliot Reep	Emergency Management Coordinator
City of Cedar Hill	John Ballard	Fire Chief/EMC
City of Cockrell Hill	Bret Haney	Assistant City Administrator
City of Coppell	Brad Simpkins	Emergency Management Coordinator
City of Dallas	Nicholas LaGrassa	Emergency Management Specialist
City of DeSoto	Jerry Duffield	Fire Chief
City of Duncanville	Sam Rhode	Emergency Management Coordinator
City of Farmers Branch	Ashleigh Feryan	Emergency Management Specialist
City of Glenn Heights	Jeremy Tennant	Public Safety Director
Town of Highland Park	Rick Pyle	Assistant Police Chief
City of Irving	Jason Carriere	Emergency Management Coordinator
City of Lancaster	Thomas Griffith	Fire Chief/EMC
City of Richardson	Alisha Gimbel	Preparedness and Mitigation Coordinator
City of Rowlett	Ed Balderas	Fire Chief/EMC
City of Sachse	Rick Coleman	Fire Chief/EMC
City of Seagoville	Todd Gilcrease	Fire Chief/EMC
City of Sunnyvale	Richard Adkins	Fire Fighter / EMT
City of University Park	Randy Howell	Fire Chief/EMC
City of Wilmer	Mark Hamilton	Fire Chief/EMC

The updated plan had several new participating jurisdictions from the original mitigation plan adopted in 2009. As stated earlier, participating jurisdictions increased from 11 to 22. In order to help participating jurisdictions meet the planning update requirements, Dallas County HSEM proposed that each participating jurisdiction form a Hazard Mitigation Planning Team (HMPT) that would coordinate the hazard mitigation update planning process at the jurisdictional level. The HMPT actively participated in developing the plan in the following way:

- ✓ Reviewed and analyzed each section of the 2009 plan

- ✓ Determined changes that were to be documented and the process the team took to make these decisions
- ✓ Assessed and identified specific hazards within the respective jurisdictions
- ✓ Identified goals and mitigation action items to the specific hazards identified within each respective jurisdiction
- ✓ Conducted a capabilities assessment for their jurisdiction
- ✓ Provided opportunity for public participation within their jurisdiction
- ✓ Reviewed and provided input to the drafts developed in the HazMAP

Each jurisdiction then appointed a representative to the Dallas County Hazard Mitigation Planning Working Group. The purpose of the Working Group was to facilitate a collaborative planning process for all participating jurisdictions. The Working Group performed the following tasks in updating the plan:

- ✓ Established plan development, goals, and objectives
- ✓ Established a time line for completion of the plan
- ✓ Ensured that the plan meets the requirements of the Disaster Mitigation Act of 2000
- ✓ Solicited and encouraged the participation of the public in the plan development process
- ✓ Assisted in the gathering information for inclusion in the plan
- ✓ Organized and coordinated the public involvement process
- ✓ Gathered all pertinent information to be included in the plan
- ✓ Assisted in completing a draft plan for review

Kickoff meetings were held on March 11, 2013, April 30, 2013, and May 1, 2013. Other working meetings were held on May 29, 2013, June 7, 2013, and July 24, 2013. The purpose of these meetings was to provide overall guidance to the planning process, review the existing hazard mitigation planning materials, update risk assessment, and discuss mitigation strategies. This plan was developed as a county-wide hazard mitigation plan focusing on collaboration to implement mitigation strategies throughout the county, while maintaining accountability within each participating city to identify and track specific mitigation actions.

Public Participation

An important requirement of mitigation planning is public participation and stakeholder involvement. Input from individual citizens and the community as a whole provides the planning team with a greater understanding of local concerns and increases the likelihood of successfully implemented mitigation actions.

Public involvement in the development of the update was sought at separate periods in the planning process: (1) the beginning of the planning process, (2) the drafting stage and (3) between completion of the final draft and plan approval and adoption. Public input was sought using three methods: (1) open public meetings, (2) survey instruments and (3) making copies of draft Plan deliverables available for public review on the participating jurisdiction websites, public offices and public libraries.

In addition to the option to have open public meetings, Dallas County provided an opportunity for citizens and stakeholders to provide input and comment through the use of an online public hazard survey. This online survey was designed to obtain data and information from residents from all of Dallas County and the participating jurisdictions. The public were directed to the online survey through various public outreach methods that

included flyers, Facebook, Twitter, newspaper clippings, and public notices on websites and in public areas such as city hall and public libraries.

The survey was available in both English and Spanish and was open from April 2013 through October 2013. A total of 527 responses were submitted, which provided valuable input for the participating jurisdictions to further consider in developing the plan update. A summary of the survey findings is provided in Appendix A.

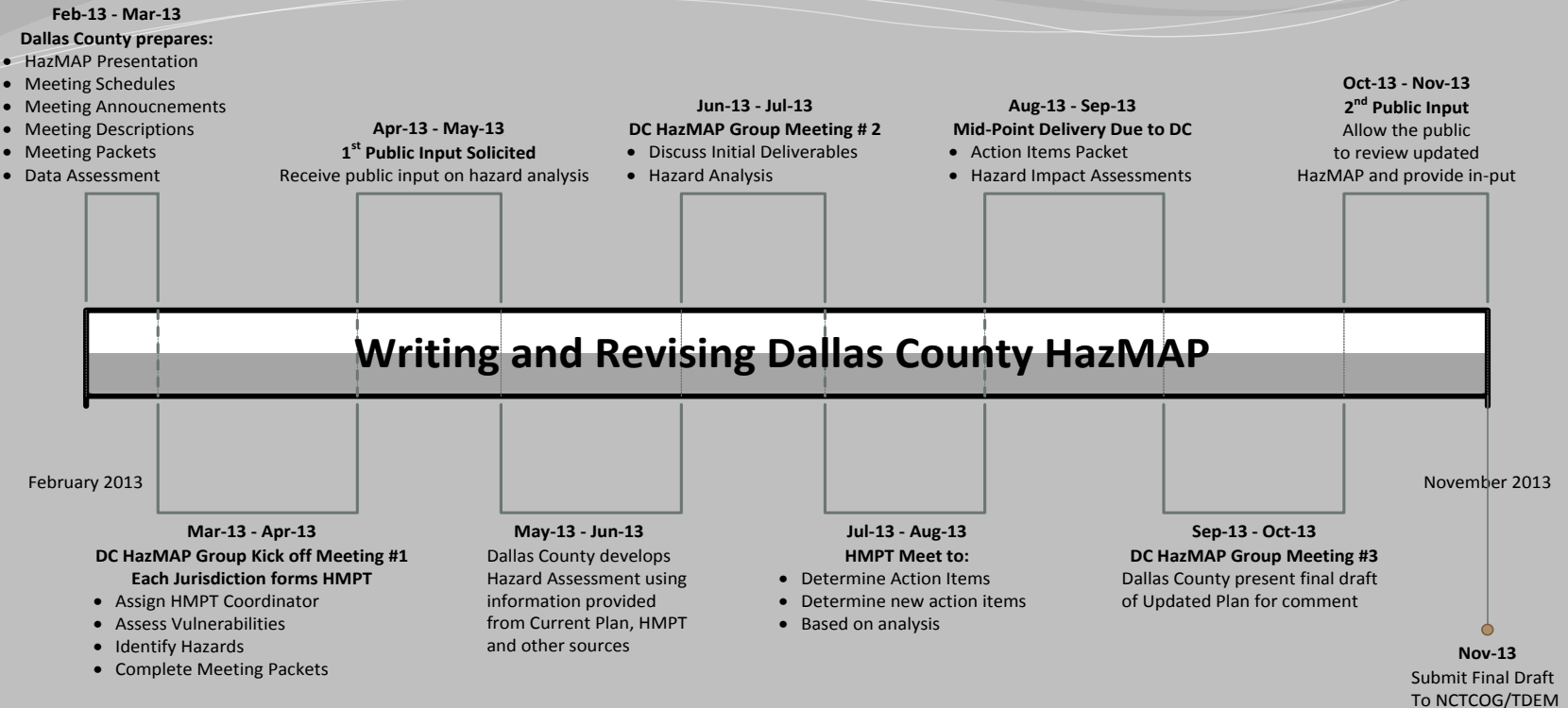
Meeting Summaries

Below is a list of meetings that the Dallas County HazMAP Working Group held and a summary of the purpose for each meeting.

Date	Discussion/Purpose of Meeting
March 11, 2013	<u>Web Conference Meeting</u> Introduction of the mitigation planning requirements to participating jurisdictions A detailed overview of the mitigation planning process was provided as well as the expectations of the participating jurisdictions
April 30, 2013	<u>Kickoff Meeting - Southern Jurisdictions - Dallas County HazMAP Working Group</u> A detailed overview of the planning process and planning requirements was discussed. Planning resources were provided to assist in mitigation planning, these included data sources and reference materials and websites, data collection templates, and the proposed timeline for submitting the data collection templates (deliverable). The proposed timeline schedule also included the activities that were to be covered at each of the meetings
May 1, 2013	<u>Kickoff Meeting - Northern Jurisdictions - Dallas County HazMAP Working Group</u> A detailed overview of the planning process and planning requirements was discussed. Planning resources were provided to assist in mitigation planning, these included data sources and reference materials and websites, data collection templates, and the proposed timeline for submitting the data collection templates (deliverable). The proposed timeline schedule also included the activities that were to be covered at each of the meetings
July 24, 2013	<u>2nd Meeting of the Dallas County HazMAP Working Group</u> Analyzed completed Hazard Identification Risk Assessment (HIRA) Matrix sheets; Reviewed the information provided in the public survey; Conducted a County wide hazard analysis and vulnerability assessment. Developed mitigation goals for Dallas County Provided additional resources to assist the HMPTs to conduct capabilities assessments, develop mitigation action items using the resources from FEMA
October 2, 2013	<u>Web Conference Meeting</u> Reviewed jurisdictional deliverables including the completed HIRA Matrices, specific hazard analysis and vulnerabilities for each jurisdiction Provided guidance for public input and comment
February 3, 2014	<u>Web Conference Meeting</u> Reviewed action items Reviewed public input information on the hazards identified

Date	Discussion/Purpose of Meeting
	Conducted analysis of the public data received Determined and updated action items identified based on the review and analysis conducted

Proposed Project Schedule - Dallas County Hazard Mitigation Action Plan (HazMAP) Update



Pre-Disaster Mitigation (PDM) Grant - PDMC-PL-06-TX-2012-032
2008 Dallas County Hazard Mitigation Action Plan (HazMAP)
Update Timeline

Appendix DC A-1: Hazard Identification and Risk Assessment (HIRA) Matrix

Scale	
Low/UNLIKELY EVENT PROBABLE NEXT 10 YEARS	1
AVERAGE/OCCASIONAL EVENT POSSIBLE NEXT 5 YEARS	2
MEDIUM/MODERATE/LIKELY EVENT POSSIBLE NEXT 3 YEARS	3
HIGH/HIGHLY LIKELY EVENT POSSIBLE NEXT YEAR	4



Scale	
Low	1
MEDIUM/MODERATE	2
HIGH	3
CATASTROPHIC	4

Hazard Identification and Risk Assessment (HIRA)

Date: _____

Hazard	Probability	Frequency	Severity	Risk Factor	People	Property	Environment	Potential Damage	Total Vulnerability
	(P/F)*S=RF				People + Property + Environment = Potential Damage (PD)				RF/PD=V
Severe Storms:									
High Winds									
Hail									
Lightning									
Winter Storms									
Tornado									
Flooding									
Pandemic/Public Health Emergency									
Extreme Temperatures/Heat									
Hazardous Materials Incidents									
Nuclear /Radiological									
Wildfire									
Utility Failure									
Energy/Fuel Shortage									
Terrorist Attack									
Urban Fire									
Earthquake									
Levee/Dam Failure									
Drought									
Aircraft Accident									
Stream Bank Erosion									
Chemical/Biological/ Nuclear/Radiological/ Explosive Attack (CBRNE)									
Civil Disorder									

Instructions of How to Use the HIRA – Taken From Dallas County EMP - 2009

A. Situation

Dallas County is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of the major hazards that Dallas County may face is provided in Figure 1. These major hazards are identified as natural, man-made, and technological hazards. Figure 1: Hazard Summary identifies the probability, frequency, severity, risk factor, potential damage, and total vulnerability to people (Citizens of Dallas County), property, and the environment. In Figure 2, identifies the probability, frequency, severity, risk factor, potential damage, and total vulnerability to Dallas County employees, facilities, and business processes that will also be used during Continuity of Operations/Continuity of Government planning. Additional hazard information is provided in our Dallas County Hazard Identification and Risk Assessment (HIRA), which is published separately.

Hazard Identification and Risk Assessment

Profiling Hazards

This section of the plan will provide an overview of the specific natural, technological, and man-made hazards that can affect Dallas County, including information on historical occurrences and the probability of future occurrences. The following table contains the Hazard and Risk Assessment for Dallas County. To determine the hazards that pose the greatest threat, a Hazard Identification and Risk Assessment was completed to determine impact to people, property, environment, Dallas County employees, Dallas County facilities, and Dallas County Business Processes. In the assessment, numerical values were assigned for the following factors:

1.) Frequency of Occurrence:

Event probable next 10 years	1
Event possible next 5 years	2
Event possible next 3 years	3
Event possible next (1) year	4

2.) Probability:

Low/Unlikely	1	Less than 1% annual probability
Average/Occasional	2	Between 1 and 10% annual probability
Medium/Moderate/ Likely	3	Between 10 and 100% annual probability
High/Highly Likely	4	100% annual probability

3.) Severity:

Low	1	Very few injuries, if at all none
Medium/Moderate	2	Minor Injuries
High	3	Multiple deaths/injuries
Catastrophic	4	High number of deaths/injuries

The risk factor was calculated by dividing the Frequency by the Probability times the severity to determine the risk factor $(P/F)*S=RF$.

4.) Impact to People, Property, Environment, Dallas County Employees, Dallas County Facilities, and Dallas County Business Processes:

Low	1	<ul style="list-style-type: none"> • Minor illness or injury to employees resulting in one day's absence • Does not violate laws • Little or minimal environmental damage
Medium/Moderate	2	<ul style="list-style-type: none"> • Injury or illness of resulting in one or more work days lost • Mitigable environmental damage where restoration activities can be done
High	3	<ul style="list-style-type: none"> • Results in partial permanent disability, injuries or illness of 3 employees or more • Reversible environmental damage • Violation of law/regulation
Catastrophic	4	<ul style="list-style-type: none"> • Results in partial permanent disability, injuries or illness of 3 employees or more • Reversible environmental damage • Violation of law/regulation

- 5.) Potential Damage: The potential damage was calculated by adding the numerical value given to people, property, and the environment (Dallas County Employees, Dallas County Facilities, and Dallas County Businesses Processes) will equal the potential damage. $(\text{People} + \text{Property} + \text{Environment} = \text{Potential Damage (PD)})$ or $\text{Dallas County Employees} + \text{Dallas County Facilities} + \text{Dallas County Business Processes} = \text{Potential Damage (PD)}$
- 6.) Total Vulnerability: The total vulnerability is calculated by dividing the potential damage by the risk factor to get the percentage of vulnerability for people, property, and the environment. $\text{Risk Factor (RF)} / \text{Potential Damage (PD)} = \text{Vulnerability (V)}$. The total vulnerability was ranked from the highest percentage to the lowest percentage.

7.) The descriptors in the **Priority Risk Index (PRI)** is used in this plan with the purpose of categorizing potential hazards for Dallas County and categorize and define each of the levels and values. It is to be used in collaboration with the HIRA Matrix

PRI Category	Degree of Risk		
	Level	Criteria	Index Value
	Unlikely/Low	Event Probable next 10 yrs.	1
Probability	Possible/Average/Occasional	Event possible in next 5 yrs.	2
	Likely/Moderate	Event possible in next 3 yrs.	3
	Highly Likely/High	Event possible next year	4
	Low	Very few injuries, if at all none	1
Life Impact	Medium/Moderate	Minor Injuries	2
	Critical	Multiple deaths/injuries	3
	Catastrophic	High number of deaths/injuries	4
	Low	Only minor property damage and minimal disruption of life. Temporary shutdown of critical facilities.	1
Property Impact	Medium/Moderate	More than 10% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for more than one day.	2
	Critical	More than 25% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for more than one week.	3
	Catastrophic	More than 50% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for 30 days or more.	4
	Negligible	Less than 1% of area affected	1
Spatial Extent	Small	Between 1 and 10% of area affected	2
	Moderate	Between 10 and 50% of area affected	3
	Large	Between 50 and 100% of area affected	4

Section 5: Hazard Identification and Risk Assessment

The identification of the hazards is based on the hazards listed in the Dallas County Local Mitigation Strategy (DaLMS) Plan that was adopted in January 2009. Each jurisdiction through its Hazard Mitigation Planning Team (HMPT) reviewed the risk assessment process conducted in the previous plan as well as the Dallas County Hazard Identification and Risk Assessment (HIRA) matrix. These were the primary guides in assisting the Working Team in developing the Dallas County Risk Assessment. Other references used in creating the risk assessment included the *FEMA Local Mitigation Planning Handbook (March 2013)* and the *FEMA State and Local Mitigation Planning How-to-Guide*.

While several hazards impact Dallas County and its jurisdictions, they were not all evaluated the same way. This is due to the differences in data collected, risk assessment methodologies, and spatial extent of the hazards. Each jurisdiction was also given a HIRA form as depicted above, which allowed them to reflect unique and varied risks as pertains to it. Participating jurisdictions ranked hazards in terms of the probability or frequency of occurrence and the extent or magnitude of impact. The assessments were also used to set priorities for mitigation based on potential dollar losses and loss of lives.

The hazard identification criteria include event occurrence, future development patterns and/or proximity to hazard. Only historic events from 04/01/2007 through August 2013 have been included in this updated plan for hazards that are considered to affect the planning area equally. The original plan lists historic hazard events from 01/01/1950 through 03/31/2007. The following is a summary of natural hazards identified.

1. **Flooding:** The accumulation of water within a water body, which results in the overflow of excess water onto adjacent lands, usually floodplains. The floodplain is the land adjoining the channel of a river, stream, ocean, lake, or other watercourse or water body that is susceptible to flooding. Most floods fall into the following three categories: riverine flooding, coastal flooding, or shallow flooding.
2. **Hail:** Due to the rapidly changing climate in Texas, large scale hailstorms are especially prevalent. Hailstorm incidents have been reported throughout the North Texas region, including Dallas County, therefore establishing that all parts of the region are equally vulnerable to hailstorms.
3. **High Winds:** High winds are often responsible for most of the wind damage associated with a thunderstorm. These winds are often confused with Tornadoes because of similar damage and wind speeds. However, the strong and gusty winds associated with straight-line winds blow roughly in a straight line unlike the rotating winds of a tornado. Downbursts or microbursts are examples of damaging straight-line winds. A downburst is a small area of rapidly descending rain and rain-cooled air beneath a thunderstorm that produces a violent, localized downdraft covering 2.5 miles or less.
4. **Lightning:** Thunderstorm and lightning events are generated by atmospheric imbalance and turbulence due to the combination of the following conditions: unstable warm air rising rapidly into the atmosphere; sufficient moisture to form clouds and rain; and upward lift of air currents caused by colliding cold and warm weather fronts, sea breezes or mountains. Lightning is generated by the buildup of charged ions in a thundercloud, and the discharge of a lightning bolt interacts with the best conducting object or surface on the ground.

5. **Tornado:** Dallas County lies within the region that is referred to as Tornado Alley. Tornado Alley is the term used to describe the region of the U.S. where the strongest Tornadoes occur most frequent. A tornado is a violently rotating column of air, in contact with the ground, either pendant from a cumuliform cloud or underneath a cumuliform cloud, and often (but not always) visible as a condensation funnel cloud.
6. **Winter Storm:** Winter storms in Texas, although not as numerous as in our neighbor states to the north, do occur often enough and with enough severity to be a threat to people and property. The types which Texans are most familiar with are snowstorms, blizzards, cold waves, and ice storms. Generally, the winter storm season in Texas runs from late November to mid-March, although severe winter weather has occurred as early as October and as late as May in some locations. Texas is disrupted more severely by severe winter storms than are regions that experience severe weather more frequently. The Texas Panhandle and North Central Texas around Dallas and Texarkana are most vulnerable to severe winter storms.
7. **Drought:** Drought is defined as the consequence of a natural reduction in the amount of precipitation expected over an extended period of time, usually a season or more in length. It is often referred to as a condition of climatic dryness that is severe enough to reduce soil moisture and water supplies below the requirements necessary to sustain normal plant, animal, and human life. Given the expanse of the land mass within Texas and the geographic location of two-thirds of the counties of the State are located either in an arid or semi-arid climate, roughly those west of a North-South line formed by Interstate Highway 35, are almost always in varying stages of drought.
8. **Extreme Heat:** Extreme Heat is defined as a combination of very high temperatures and exceptionally humid conditions. When persisting over a period of time, it is called a heat wave. All of Texas is vulnerable to extreme heat, but most particular in West Texas. In addition, large metropolitan areas, such as Dallas/Fort Worth and Houston may experience extreme heat since they have an abundance of concrete. This effect is known as urban heat islands and can be dangerous to those without air conditioners.
9. **Dam and Levee Failure:** A dam failure is defined as a systematic failure of the dam structure resulting in the uncontrolled release of water, often resulting in floods that could exceed the 100-year flood plain boundaries. A dam failure could create mass fatalities, mass structural damage and/or a cascading potential if a populated area is located below the dam structure.
10. **Wildfire:** An uncontrolled fire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures, low humidity, low rainfall, and high winds all work to increase the risk for people and property located within wildfire hazard areas or along the urban/wildland interface. Wildfires are part of the natural management of forest ecosystems, but most are caused by human factors.
11. **Earthquake:** Almost all of the earthquakes in Texas have been caused by one of two sources. The major source is relief of tectonic stress along fault lines. These are most common in the Rio Grande rift belt, the Panhandle, the Ouachita Belt, and the Coastal Plain. It has been suggested that the small earthquakes that occur in the region, such as the ones that have occurred in Dallas County, may be attributed to well injections associated with oil and gas field operations and occur in areas near large oil and gas fields.

These 11 natural hazards have been addressed in the Risk Assessment according to the following categories:

1. **Definition and types:** Description of natural hazard and different types, if applicable.
2. **Location and extent:** Areas with in Dallas County and participating jurisdictions where natural hazards have occurred and may occur in the future, including their severity.
3. **Occurrence:** Historical record of past natural hazard events were noted in the original plan. These historical events were provided by the National Climatic and Data Center for Dallas County, Texas between 01/01/1950 and 03/31/2007. This plan only includes hazard occurrences between 04/01/2007 and 08/30/2013.
4. **Vulnerability:** Areas subject to potential disaster from natural hazards.
5. **Probability of recurrence:** Potential for natural hazard to occur in the future, based on High, Medium, and Low, where High = Probable and likely in the near future (within 5 years); Medium = Possible in the near future (5 to 15 years); Low = Not likely to occur (longer than 15 years).

Other hazards identified in the State of Texas Mitigation Plan that are mentioned in this plan update but not discussed in detail in the risk assessment include:

1. **Hurricane/Tropical Storm:** Hurricanes and tropical storms are classified as cyclones and are developed by counter-clockwise circulation of winds around a low-pressure center in the Northern Hemisphere. Latent heat from condensation of warm water is the key energy source for these storms.
2. **Expansive Soils:** Soils and soft rock that tend to swell or shrink due to changes in moisture content are known as expansive soils. Expansive soils are often referred to as swelling clays because clay materials are most susceptible to swelling and shrinking.
3. **Coastal Erosion:** Coastal erosion is the wearing away of land and the resulting loss of beach, shoreline or dune material along a coastline.
4. **Land Subsidence:** According to the State of Texas Mitigation Plan, land subsidence is defined as the loss of surface elevation due to the removal of subsurface support. It can range from broad, regional lowering of the land surface, to localized collapses. Land subsidence extent is measured by the number of feet of land loss, or sinks.

These natural hazards are not addressed in detail due to their no to minimal level of risk within the NCTCOG region including Dallas County.

Section 6: Mitigation Strategies

The mitigation strategy development for the plan update involved reviewing mitigation goals included in the 2009 HazMAP, providing analyses for past actions, and developing new mitigation actions.

Based on the discussions and recommendations of Dallas County Hazard Mitigation Action Plan Working Group members, the goals and objectives developed were derived from the 2009 HazMAP that was already in place. This was because most of the goals and objectives were broad enough to accommodate the strategies for mitigating the hazards identified in both the Hazard Identification and Risk Assessment (HIRA) and the Capabilities Assessment conducted by each participating jurisdiction.

An inclusive process was used to develop and prioritize new mitigation actions for this plan update. These included:

- ✓ Review of the mitigation goals and objectives from the 2009 HazMAP.
- ✓ A "menu" of optional mitigation actions was developed based on action items from the 2009 HazMAP, local and state mitigation plans, as well as federal publications such as the FEMA's Mitigation Ideas: A Resource for Reducing Risk to Natural

Hazards, January 2013 and the *Local Mitigation Planning Handbook*, March 2013.

The participants reviewed the optional mitigation actions and narrowed the list down to those that were most applicable to their area of responsibility, most cost effective in reducing risk, could be implemented easily, and would be likely to receive institutional and community support.

- ✓ Potential Federal and State funding sources to assist implementing proposed actions were inventoried.
- ✓ Planning team members considered benefits that would result from the mitigation actions versus the cost of those projects. Detailed cost-benefit analyses were beyond the scope of this plan. However, economic evaluation was one factor that helped team members select one mitigation action from competing actions.

The following goals and objectives were identified:

Goal 1: Reduce or eliminate loss of life and property damage resulting from severe weather events.

- ✓ **Objective 1-A:** Update, enhance, and enforce building codes and ordinances to ensure structures are more disaster resistant
- ✓ **Objective 1-B:** Maintain existing codes and ordinances that require front end mitigation of hazards
- ✓ **Objective 1-C:** Limit development in flood plain areas

Goal 2: Identify and implement hazard mitigation projects to reduce the impact of hazard events and disaster.

- ✓ **Objective 2-A:** Identify areas where repetitive damages occur during chronic hazard events
- ✓ **Objective 2-B:** Buy-out repetitive loss properties
- ✓ **Objective 2-C:** Incorporate disaster resistant features in government facilities and infrastructure
- ✓ **Objective 2-D:** Expand and coordinate Early Warning Systems currently in use

Goal 3: Increase public support and understanding of hazard mitigation and disasters.

- ✓ **Objective 3-A:** Provide public education materials to residents and private sector
- ✓ **Objective 3-B:** Encourage private sector participation in future mitigation efforts
- ✓ **Objective 3-C:** Encourage public participation in future mitigation efforts
- ✓ **Objective 3-D:** Heighten public awareness for natural and man-made hazards

Goal 4: Reduce losses and repetitive damages for chronic hazard events while promoting insurance coverage for catastrophic hazards.

- ✓ **Objective 4-A:** Increase participation in the National Flood Insurance Program (NFIP) and Community Rating System (CRS)

Goal 5: Continue to build capacity for hazard mitigation in Dallas County.

- ✓ **Objective 5-A:** Continue partnerships within the region to enhance mitigation planning efforts
- ✓ **Objective 5-B:** Identify federal and state programs that provide financial assistance to help attract funds for mitigation projects and programs
- ✓ **Objective 5-C:** Promote land use for public recreation

Section 7: Action Items

Jurisdictions that participated in the 2009 HazMAP reviewed the previous actions and determined whether the actions had been completed, should be deferred as an ongoing activity, or should be deleted from the plan. Any actions that are marked as “deferred” or ongoing have been carried over and included in the updated plan.

For the jurisdictions that were joining in the updated plan, each was given the opportunity to review the action items identified and were asked to determine which action item they could include as part of their jurisdictional plan.

It was recommended that jurisdictions use the STAPLE+E criteria recommended by FEMA for determining the priority of action items identified. The STAPLE+E criteria recommends that jurisdictions look at the Social, Technical, Administrative, Political, Legal, Economic, Environmental factors necessary for implementing an action item. However, each participating jurisdiction was free to use any methodology that was best suited to their needs in determining the priority of action items to include in this plan. New action items were placed in the respective jurisdictions annex section of the update plan.

Action items selected were developed along local capabilities and resources. These included:

- ✓ Local Planning and Regulations
- ✓ Structure and Infrastructure Projects
- ✓ Public Education and Awareness Programs
- ✓ Technical and Administrative
- ✓ Financial

Section 8: Plan Maintenance

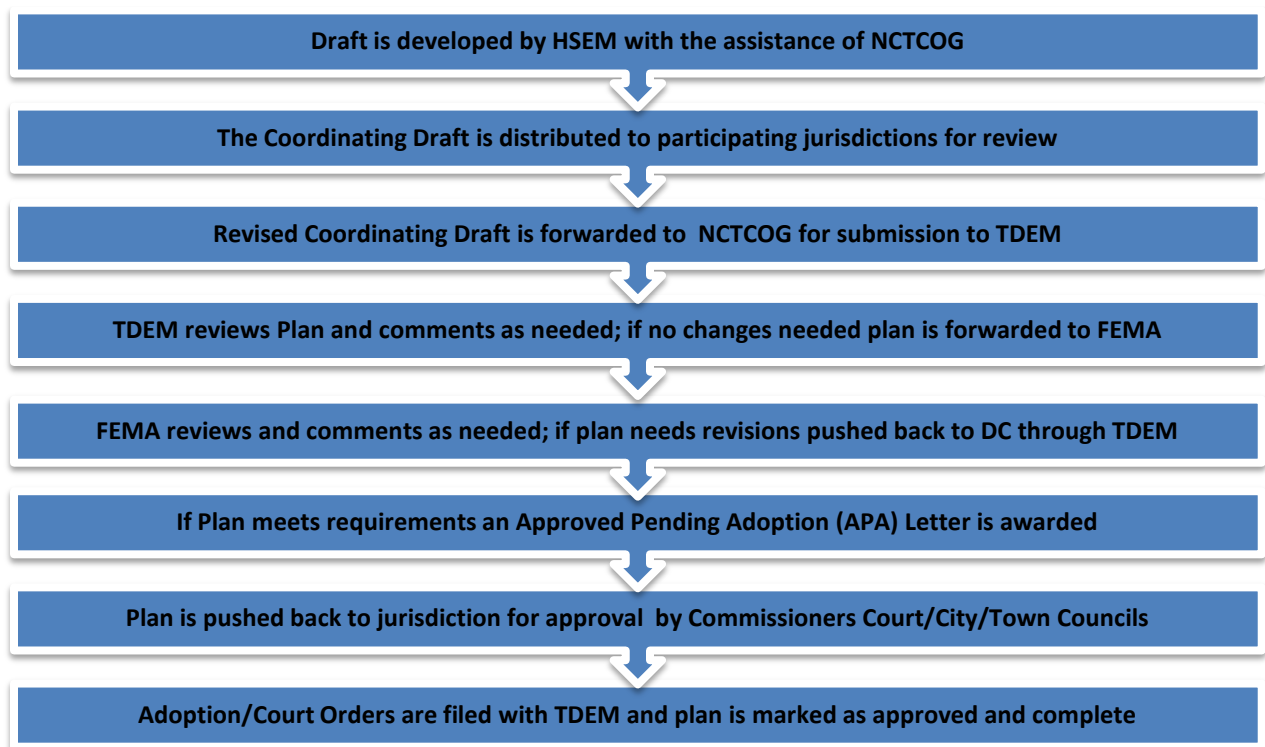
Dallas County HSEM and each participating jurisdiction through the Dallas County Hazard Mitigation Action Plan (HazMAP) Working Group will be responsible for ensuring that this plan is monitored on an ongoing basis. Dallas County HSEM will be available to assist participating jurisdictions in facilitating reviews of the mitigation actions set forth in this plan and discuss progress. Each jurisdiction will be responsible for developing a list of items to be updated in future revisions of this plan. The following are the activities that will be involved in the plan maintenance procedures:

- ✓ Monitoring and evaluating the plan
- ✓ Updating the plan
- ✓ Incorporating the plan into other planning mechanisms
- ✓ Continued public involvement

Section 9: Jurisdictional Annexes

In the jurisdictional annexes we have a discussion on each of the 22 participating jurisdictions’ planning and regulatory, administrative and technical, financial capacity, and educational and outreach capabilities, to carry out hazard mitigation activities. These capabilities were evaluated and attention was given to state, regional or local plans, regulations and development requirements. These included, but were not limited to, local plans, zoning laws, sub-division and site-specific regulations, building codes, flood insurance programs, natural resources and conservation statutes. This section was previously included in Chapter 2 of the original plan and developed into a standalone section of this updated plan to provide a better content flow.

Next in the Approval and Adoption Process



LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider a resolution approving the terms and conditions of the interlocal agreement by and between the University of Texas Southwestern Medical Center and the City of Lancaster, for services related to the provision of paramedic continuing education.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Healthy, Safe & Vibrant Community

Background

The State of Texas requires that each Paramedic obtain 40 hours of Continuing Education (CE) every year. This education is broken down into various content areas required by the State and Lancaster Fire Department Medical Control. To meet these requirements the University of Texas Southwestern Medical Center (UT Southwestern) has provided Continuing Education to the cities of DeSoto, Duncanville and Lancaster for many years.

Considerations

- **Operational** – The amendment will continue our Continuing Education agreement another year and provide for an advanced CE program for our paramedics. It also provides the State and Medical Control required training.
- **Legal** – We are legally required by the State of Texas to provide this training to our paramedics. The resolution and agreement have been reviewed and approved as to form by the City Attorney.
- **Financial** – The total contract amount of \$30,027.00 has been included in the FY 2015-2016 budget.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may deny the resolution.

Recommendation

Staff recommends approving the resolution as presented.

Attachments

- Resolution
 - Agreement
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT BY AND BETWEEN THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER AND THE CITY OF LANCASTER, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR SERVICES RELATED TO THE PROVISION OF PARAMEDIC CONTINUING EDUCATION; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to continue the agreement with The University of Texas Southwestern Medical Center to perform continuing education services for the paramedics in the City of Lancaster; and respective emergency medical services programs;

WHEREAS, the University of Texas Southwestern Medical Center desires to continue its agreement and provide said continuing education services to the City of Lancaster; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform governmental functions and services;

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

SECTION 1. The City Council hereby authorizes, approves and accepts the terms and conditions of the Interlocal Agreement by and between the City of Lancaster and the University of Texas Southwestern Medical Center, which is attached hereto and incorporated herein by reference as attachment "A"; and, the City Manager is hereby authorized to execute said Amendment.

SECTION 2. That this Resolution shall take effect on its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of January, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CONTRACT FOR SERVICES

I. CONTRACTING PARTIES:

This agreement is entered into by and between The University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, Texas 75390, hereinafter referred to as "UT Southwestern", and the City of Lancaster, 1650 North Dallas Ave., Lancaster, TX 75134, hereinafter referred to as "City".

II. STATEMENT OF SERVICES TO BE PERFORMED:

UT Southwestern will provide continuing education services, including the services of a Continuing Education Instructor ("Instructor") to perform continuing education ("CE"), evaluation and record keeping of all paramedic CE related activities, personalized instruction and evaluation, complete all reporting requirements of the Texas Department of State Health Services ("DSHS") and respond to requested data base queries. Such requirements will include the required DSHS category specific CE.

It is specifically understood that the Instructor will be required to participate in various UT Southwestern staff meetings and departmental events, as well as vacation and/or sick time, during which time he or she will be unavailable to City. UT Southwestern will be responsible for the costs of all activities unrelated to the services being provided hereunder, including Instructor's own continuing education requirements and Instructor's travel to UT Southwestern required meetings. The anticipated periods of unavailability of Instructor to City are as follows:

10 staff meeting days per year

2 retreat days per year when applicable

Average vacation time: 16 days per year

Sick time: 12 days per year are provided (UT Southwestern will provide interim instructor for any absence over 3 weeks)

Holidays: 10 days per year

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

- A. In consideration of the provision of the Instructor Services, City shall pay to UT Southwestern a total annualized amount not to exceed \$26,727.00 for the one year term of this Agreement.
- B. In consideration of these services as described in Section II, City shall also pay UT Southwestern the amount of \$66.00 per paramedic for continuing education administrative support. This amount for 50 paramedics is a total of \$3,300.00.
- C. Total contract amount as described above will be \$30,027.00

IV. PAYMENT FOR SERVICES:

UT Southwestern shall invoice upon execution of this Agreement and City shall pay within 45 days after receipt of such invoice.

V. INDEPENDENT CONTRACTOR:

The status of UT Southwestern and its employees, serving as Medical Director and CE Coordinator, performing work related to this Agreement, shall be that of independent contractors and not agents, servants, employees or representatives of City in the performance of the services. No term or provision of,

or act of UT Southwestern or City under this Agreement shall be construed as changing that status.

VI. TERM OF CONTRACT:

The term of this contract shall begin October 1, 2015 and shall terminate September 30, 2016 ("Term"), subject to the termination provision set forth in Section IX below.

VII. INDEMNIFICATION:

- A. Subject to the provisions of Part C below, UT Southwestern, to the extent permitted by the Constitution and laws of the State of Texas, shall indemnify and hold harmless City and all of its officers, agents, and employees from any suits, actions, or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of UT Southwestern's conduct of any activity or operation in connection with UT Southwestern's provision of services required under this Agreement.
- B. City shall give UT Southwestern prompt notice of any matter covered by Subsection VII(A) above and shall forward to UT Southwestern every demand, notice, summons, or process received in any claim or legal proceeding covered by Subsection VII(A) above.
- C. UT Southwestern shall not be obligated to indemnify or hold harmless City or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of City, its officers, agents, employees, or the negligence of a person or persons not under the supervision or control of UT Southwestern.
- D. No provision of this Agreement shall be interpreted to constitute a waiver of the immunities or limits of liability granted to UT Southwestern or City under the Constitution and laws of the State of Texas, including the Texas Tort Claims Act.

VIII. ASSIGNMENT:

UT Southwestern shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of City's Fire Chief; and as a condition of such consent, UT Southwestern shall still remain liable for completion of the services in the event of default by the successor contractor or assignee.

IX. TERMINATION:

Either party may, at its option and without prejudice to any other remedy it may be entitled to at law, in equity or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part, by giving the other party at least ninety (90) days prior written notice of termination.

X. NOTICES:

Any notice, payment, statement or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City:

Fire Department
City of Lancaster
1650 North Dallas Ave.
Lancaster, TX 75134

If intended for UT Southwestern:

Executive VP for Business Affairs
The University of Texas Southwestern
Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9013

XI. APPLICABLE LAWS:

This Agreement is entered into subject to the Charter and ordinances of City, as amended, the Rules and Regulations of the Board of Regents of The University of Texas System, and all applicable State of Texas and Federal laws.

XII. VENUE:

The obligations of the parties to this Agreement shall be performable in Dallas County, Texas.

XIII. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIV. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. 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.

XVI. CAPTIONS:

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

XVII. SUCCESSORS AND ASSIGNS:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

XVIII. ENTIRE AGREEMENT:

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

Executed this the _____ day of _____, the City of Lancaster signing by and through its _____, duly authorized to execute same by Minute Order _____ adopted by the City council on _____, and The University of Texas Southwestern Medical Center, signing by and through its duly authorized representative, thereby binding themselves, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Agreement.

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

CITY OF LANCASTER

Shawn Cohenour
Director, Contracts Management

Name: Opal Mauldin-Robertson
Title: City Manager

Date: _____

Date: _____

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider a resolution approving an amendment to the airport ground lease agreement between the City of Lancaster and Airport Properties Inc., and Sterling May, by providing for a new termination date of May 20, 2029 at the Lancaster Regional Airport.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

At the August 24, 2015 regular meeting Council considered a resolution amending the original ground lease L-27 in building 740. The owner has a ground lease written different from the other 6 ground leases in this same building. All the other ground leases in this building will expire in 2029 or 2019 with (2) 5 year options. This amendment further addresses the ground rent for the (2) 5 year options adding ground rent for years 2031-2037 with a rate of \$385, and maintains the initial term ending May 20, 2029.

Considerations

- **Operational** - The City's airport ground lease program is used for private entities to build infrastructure on the airport that becomes City property upon expiration of the ground lease.
- **Legal** - The agreement was reviewed and approved as to form by the City Attorney.
- **Financial** - There is no cost to the City associated with this amendment.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Exhibit “A” Amendment to Ground Lease Agreement L-27
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE AMENDMENT TO THE AIRPORT GROUND LEASE AGREEMENT BETWEEN THE CITY OF LANCASTER AND AIRPORT PROPERTIES INC., AND STERLING MAY, BY PROVIDING FOR A NEW TERMINATION DATE OF MAY 20, 2029; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, operates a regional airport facility; and

WHEREAS, Airport Properties, Inc. has previously leased land in the airport from the City for the purpose of constructing hangars at the airport; and

WHEREAS, in February, 1992, Airport Properties, Inc., with approval of the City of Lancaster, Texas, entered into a ground lease for Lot C of the airport property with James B. Dagnon (hereinafter, the "Ground Lease"); and

WHEREAS, the City of Lancaster has since taken over management of the airport from Airport Properties, Inc., and James B. Dagnon has assigned his interest as lessee to Sterling May; and

WHEREAS, the City of Lancaster and Airport Properties, Inc. and Sterling May (hereinafter "the Parties") desire to extend the term of the Ground Lease to provide for an expiration date of May 20, 2029; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the Amendment, attached hereto as Exhibit A, extending the terms of the Ground Lease until May 20, 2029.

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

SECTION 1. That the Amendment to the Ground Lease entered into between Airport Properties, Inc. and James B. Dagnon, attached hereto as Exhibit "A", and assigned to the City of Lancaster and Sterling May, respectively, is approved.

SECTION 2. That should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 3. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of January, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS	§	
	§	AMENDMENT TO GROUND LEASE
COUNTY OF DALLAS	§	

This Amendment to the Ground Lease ("Amendment") is made as of the Effective Date by and between the City of Lancaster and Airport Properties, Inc. ("Manager") and Sterling May ("Owner"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the Parties entered into that certain Ground Lease attached hereto as Exhibit A, ("the Agreement") in which Manager and James B. Dagnon entered into an agreement to lease the ground on which Hangar No. L-27 is situated, specifically Lot No. C; and

WHEREAS, James B. Dagnon has assigned his interest in the Ground Lease as Owner/Lessee to Sterling May, and Airport Properties, Inc. has assigned its interest as Manager/Lessor to the City of Lancaster; and

WHEREAS, the City of Lancaster and Sterling May (hereinafter "the Parties") desire to amend the Agreement to provide an extension of the original term of the Agreement, to provide for a new end date of May 20, 2029.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. The Agreement is amended as follows:
 - A. Section 1, "Initial Term", of the Ground Lease shall be amended as follows:

"INITIAL TERM—The initial term of this Ground Lease shall be from the date of sale (closing) until May 20, 2029." . . .
 - B. Section 2(A) "Ground Lease" is amended by adding a rental amount for the additional years, as follows:

"A. Ground Rent

Years 26-30, \$362.00

Years 31-37, \$385.00"
2. Except as amended by this Amendment, the Agreement remains in full force and effect in accordance with the terms and provisions contained therein.
3. This Amendment shall be effective on the date when signed by authorized representatives of each Party ("the Effective Date").

SIGNED AND AGREED on this _____ day of _____, 2016.

MANAGER:
CITY OF LANCASTER

By: _____
OPAL MAULDIN-ROBERTSON

SIGNED AND AGREED on this _____ day of _____, 2016.

OWNER:

By: _____
STERLING MAY

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Opal Mauldin-Roberson, City Manager, City of Lancaster.

Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Sterling May.

Notary Public, State of Texas
My Commission Expires: _____

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider an ordinance granting a franchise for the collection and removal of commercial solid waste to Community Waste Disposal (CWD).

This request supports the City Council 2015-2016 Policy Agenda.

Goal 1: Financially sound, city government.

Background

Article 13.1400 of the Lancaster Code of Ordinances requires all commercial solid waste operators to obtain a franchise agreement in order to collect, haul, or transport solid waste or industrial waste from commercial properties within the City of Lancaster. It is unlawful for any commercial solid waste operator to operate within the City of Lancaster without such a franchise. Community Waste Disposal (CWD) recently entered into contractual agreement with the City of Lancaster for residential and commercial solid waste collection.

Considerations

- **Operational** – CWD provides hauling of commercial solid, industrial waste, and recycling. This franchise will allow them to do business in the City of Lancaster for a period of seven years, unless the franchise is cancelled. In addition, CWD agrees to carry certain insurance policies for worker's compensation, automobile and public liability in which the City shall be named as additional insured.
- **Legal** – The City Attorney has reviewed and approved as to form the attached franchise agreement.
- **Financial** – A street use fee of ten percent (10%) of the gross revenue collected from commercial and industrial customers within the City limits by CWD will be collected on a monthly basis.
- **Public Information** – This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. City Council may grant the franchise agreement as presented.
2. City Council may deny the franchise agreement.

Recommendation

Staff recommends approval of the franchise agreement with CWD.

Attachments

- Ordinance
-

Submitted by:

Opal Mauldin-Robertson, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO COMMUNITY WASTE DISPOSAL (CWD), ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR THE TERM OF SEVEN (7) YEARS TO USE THE PUBLIC STREETS, HIGHWAYS, OR THOROUGHFARES WITHIN THE CITY FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING AND TRANSPORTING SOLID WASTE AND RECYCLABLE MATERIALS FROM COMMERCIAL AND INDUSTRIAL PREMISES AND DEVELOPMENT PROJECTS WITHIN THE CITY; PROVIDING A STREET USE FEE; PROVIDING INSURANCE REQUIREMENTS; PROVIDING FOR DELAYS; PROVIDING FOR NOTICES; PROVIDING FOR ASSIGNMENT BY WRITTEN APPROVAL OF THE CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Community Waste Disposal (hereinafter "Company") desires to provide for the collection, removal and disposal of solid waste (recyclable materials) generated by businesses in the City; and

WHEREAS, Company was granted a contract for collection of residential and commercial solid waste and requested a franchise be granted permitting Company the use of public streets, highways, and thoroughfares within the City of Lancaster for the purposes of performing such services; and

WHEREAS, the City Council desires to grant to Company the right, privilege, and franchise for the term of seven years to use the public streets, highways, and/or thoroughfares within the City for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City Council hereby grants to CWD, its successors and assigns, the right, privilege and franchise for the term of seven (7) years to use the public streets, highways and/or thoroughfares within the City for the purpose of engaging in the business of collecting and transporting solid waste and recyclable materials from commercial and industrial premises and development projects within the City. This Franchise shall include and incorporate by reference the contents of Article 13.1400 of the City's Code of Ordinances regulating solid waste removal.

SECTION 2. That Company shall remit on the 15th day of each month a street use fee of ten (10%) percent of the gross revenue collected from customers within the City limits of Lancaster.

SECTION 3. That Company shall assume the risk of loss or injury to property or persons arising from any of its operations under this franchise and agrees to indemnify and hold harmless the City from all claims, demands, suits, judgments, costs or expenses, including expenses of litigation and attorney's fees arising from any such loss or injury. Company agrees to carry insurance during the entire term of this franchise as outlined in its contractual agreement with the City of Lancaster for solid waste collection services.

Such policies of insurance shall be issued by the companies authorized to conduct business in the State of Texas, and shall name the City as an additional insured. Certificates evidencing such insurance contracts shall be deposited with the City. The policy limits provided herein shall change in accordance with the provisions for maximum liability under the TEXAS CIVIL PRACTICE & REMEDIES CODE and the laws of the State of Texas relating to worker's compensation insurance.

SECTION 4. That this franchise may be cancelled in accordance with the cancellation terms of the contractual agreement with the City of Lancaster for solid waste collection services. All written notices described herein shall be sent certified mail, postage prepaid, and addressed as follows:

If to the City:

City of Lancaster
ATTN: City Manager
P. O. Box 940
Lancaster, Texas 75146-0946

If to the Company:

Community Waste Disposal
ATTN: Greg Roemer-President
2010 California Crossing
Dallas, TX 75220

SECTION 5. That in the event that either party is delayed or hindered in or prevented from the performance of any required act by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war or other reason of a similar nature not the fault of the party delayed in performing work or doing acts required under this ordinance, then performance of that act shall be excused for the period of the delay and the period for the performance of that act shall be extended for an equivalent period.

SECTION 6. That no assignment of this franchise shall be valid or binding unless the assignment is in writing approved by the City of Lancaster.

SECTION 7. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 8. This Ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of January, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider a resolution authorizing Dallas County to resell 3204 Belvedere Drive, a tax foreclosed property, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Financially Sound City Government

Background

Following a judgment of the District Court of Dallas County, a parcel of land was offered for sale at a public auction for foreclosure of the tax liens, securing payment of delinquent property taxes, accrued penalty and interest, and court costs. This parcel is in the City of Lancaster. This parcel did not receive sufficient bid as set by law and was struck off to the City of Lancaster as follows:

- 3204 Belvedere Drive

Dallas County has received an offer of said foreclosed property and is preparing for the resell of this property, which is now in the ownership of the taxing authorities. Pursuant to Section 34.05(a) of the Tax Code, Dallas County is requesting the City of Lancaster's consent to sell said property to the highest qualified purchaser, by either public or private sale.

The sell of said property will bring it back onto the City of Lancaster's tax roll, increasing the tax base and often recouping portions of delinquent taxes due as a result of judgments.

Considerations

- **Operational** - As trustee for the City of Lancaster, Dallas County will coordinate the public or private sell of the tax foreclosed property.
- **Legal** - Dallas County handles all legal matters associated with the public or private sell process. The resolution authorizing the resell has been reviewed and approved as to form by the City Attorney.
- **Financial** - The judgment at the time of strike off was \$10,450. The City may recoup some of its back taxes, the property will be placed back on the tax rolls and we will begin to receive tax revenue. At this time, the City is receiving no tax revenue from this parcel. The City of Lancaster retains responsibility for the maintenance of all struck off properties until sold.

- **Public Information** – Dallas County is responsible for all applicable legal notices required under the Texas Property Code for the sell of tax foreclosed properties. This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. City Council may approve the resolution as presented.
2. City Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Tax Foreclosed Property Map
-

Submitted by:

Fabrice Kabona, Assistant to the City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING DALLAS COUNTY TO RESELL A TAX FORECLOSED PROPERTY LOCATED AT 3204 BELVEDERE DRIVE BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE.

WHEREAS, this matter was briefed to the Lancaster City Council ("City Council") on January 25, 2016 wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

WHEREAS, this parcel of land was offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens, securing payment of delinquent property taxes, accrued penalty and interest, and court costs; and

WHEREAS, this parcel of land which did not receive a sufficient bid as set by law was struck off to the County of Dallas, the City of Lancaster and Lancaster Independent School District (Taxing Authorities) pursuant to Section 34.01(j) of the Property Tax Code; and

WHEREAS, by this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell this struck off parcel of land, which did not receive a sufficient bid as set by law and to execute a quitclaim deed for said parcel conveying the right, title, and interest acquired or held by the City of Lancaster as a party to the judgment foreclosing tax liens, and

WHEREAS, the City of Lancaster desires to resell said parcel(s) in an expeditious manner pursuant to Section 34.05 of the Property Tax Code.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS; THAT:

SECTION 1. The City does hereby provide specific authorization to the County of Dallas to act as Trustee to offer for sell by public or private sell the parcels of land shown in Exhibit "A," attached hereto and made a part hereof and the Lancaster City Council does hereby consent to the sell of said parcel to the highest purchaser, even if the amount tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property in compliance with Section 34.05(i) of the Texas Property Tax Code, or for an amount equal to or greater than its current market value as shown by the most recent certified appraisal role, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value in compliance with Section 34.05(j) of the Texas Property Tax Code, and each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount.

SECTION 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of January, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

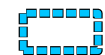
Robert E. Hager, City Attorney

City of Lancaster Tax Foreclosed Property Struck Off to Dallas County

3204 Belvedere Dr



Legend



City Limits

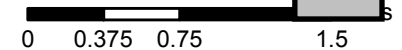


Foreclosed Property



Lancaster

128



LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider a resolution approving the first amendment to the ambulance services agreement with Dallas County for the provision of ambulance services to unincorporated areas adjacent to the City of Lancaster, to extend the term of the agreement for an additional two years.

This request supports the City Council 2015 - 2016 Policy Agenda.

Goal: Safe, Healthy, Community

Background

Since October, 1983 the City of Lancaster has maintained an Agreement with Dallas County to provide ambulance services to the portion of the County that is adjacent to the City. This amendment is to extend the term of the agreement for an additional two years.

Considerations

- **Operational** – The Fire Department currently responds into this unincorporated area approximately 20 times per year.
- **Legal** – This resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – This agreement provides for reimbursement of expenses for services provided. The City will invoice Dallas County \$420 per ambulance response as well as bill the patient for transportation and related fees.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Exhibit “A” Amendment No. 1
 - Ambulance Service Agreement
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE FIRST AMENDMENT TO THE AMBULANCE SERVICES AGREEMENT BETWEEN THE CITY OF LANCASTER AND DALLAS COUNTY FOR THE PROVISION OF AMBULANCE SERVICES TO UNINCORPORATED AREAS ADJACENT TO THE CITY OF LANCASTER, TO EXTEND THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO YEARS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster and Dallas County have previously entered into an agreement for the City of Lancaster to provide Ambulance Services to the residents in the unincorporated areas adjacent to the City of Lancaster; and

WHEREAS, the parties desire to extend the term of the agreement for two additional one-year fiscal years; and

WHEREAS, the City Council of the City of Lancaster finds it in the best interest to approve the First Amendment for the additional term, as depicted in the attached Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS;

Section 1. That the City Council hereby approves the First Amendment to the Ambulance Services Agreement with Dallas County, attached hereto and incorporated herein as Exhibit "A", and authorizes the Mayor to execute the same on behalf of the City.

Section 2. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

Section 3. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 4. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of January, 2016.

ATTEST:

Sorangel O. Arenas, City Secretary

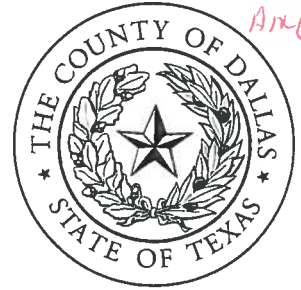
APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**COURT ORDER
2015-1583**



J-4
Lancaster
Ambulance

Original To Be Returned

Fire Marshal – Ambulance and Fire Fighting Services Amendments

On a motion made by Commissioner Dr. Theresa M. Daniel, District 1, and seconded by Commissioner Dr. Elba Garcia, District 4, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 11/17/2015
FUNDING SOURCE: General Fund

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the Amendments to the Ambulance and Fire Fighting Services Agreements between Dallas County with the City of DeSoto, City of Hutchins, City of Lancaster, City of Sachse and City of Wilmer for the correct agreement period for FY2016 as October 1, 2015 through September 30, 2016.

Done in open court November 17, 2015, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None
ABSTAINED: None
ABSENT: None

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMENDMENT NO. 1

Between

DALLAS COUNTY, TEXAS

And

THE CITY OF LANCASTER, TEXAS

AMBULANCE SERVICES AGREEMENT

This AMENDMENT NO. 1 to the certain Ambulance Services Agreement between Dallas County, Texas (the "County") and the City of Lancaster, Texas (the "City"), executed by the parties under the authority of Dallas County Commissioners Court Order No. 2013-1483, adopted on September 10, 2013 (the "Agreement"), evidences the following:

1. The Article II of the Agreement is hereby amended to read as follows:

II-TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2013 through September 30, 2014, and will automatically be extended for two additional one-year fiscal periods (October 1, 2014 through September 30, 2015, and October 1, 2015 through September 30, 2016) provided, and only if, County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one-year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

2. All other terms, provisions, conditions, and obligations of the Agreement between the City and County shall remain in full force and effect, and said Agreement along with this Amendment No. 1 shall be construed together as a single contractual agreement.

EXECUTED this the 17th day of November, 2015, by County, signing by and through the Dallas County Judge, duly authorized to execute the same by Commissioner Court Order No. 2015-1583.

DALLAS COUNTY:


By: Clay Jenkins
Dallas County Judge

CITY:

By: Opal Mauldin-Robertson,
City Manager

Recommended:

By: Darryl Martin
Dallas County Administrator

By: Robert De Los Santos
Dallas County Fire Marshal

Approved as to Form:


Susan Hawk
District Attorney


Randall Miller
Assistant District Attorney

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXECUTED this the 17th day of November, 2015, by County, signing by and through the Dallas County Judge, duly authorized to execute the same by Commissioner Court Order No. 2015-1583.

DALLAS COUNTY:


By: Clay Jenkins
Dallas County Judge

CITY:

By: _____


Recommended:

By: Darryl Martin
Dallas County Administrator

By: Robert De Los Santos
Dallas County Fire Marshal

Approved as to Form:

Susan Hawk
District Attorney


Randall Miller
Assistant District Attorney

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

COURT CORDER

ORDER NO. 2013 1483

DATE: September 10, 2013

STATE OF TEXAS

§

COUNTY OF Dallas County

§

Original
to be returned
(Lancaster)

BE IT REMEMBERED, at the regular meeting of the Commissioners Court of Dallas County, Texas, held on the 10 day of September, 2013, on motion made by Dr. Elba Garcia, District 4, and seconded by John Wiley Price, District 3, the following order was adopted.

WHEREAS, Dallas County Commissioners Court was briefed on September 3, 2013; and

WHEREAS, Dallas County Commissioners Court has executed one-year agreements with automatic renewals for the next two consecutive years with neighboring cities for Ambulance Services in the unincorporated areas adjacent to their respective cities since October 1983; and

WHEREAS, the need still exist for ambulance services in the unincorporated areas of Dallas County; and

WHEREAS, agreement has been reached for this service to be provided by certain cities within Dallas County at a cost of \$420.00 for each approved ambulance response; and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the attached Ambulance Service Agreement between Dallas County and the following cities, and authorizes Dallas County Judge to execute same on behalf of Dallas County.

City of De Soto
City of Sachse

City of Lancaster
City of Wilmer

City of Hutchins

DONE IN OPEN COURT this the 10 day of September, 2013

Clay Lewis Jenkins
Dallas County Judge

DR. Teresa Daniel
Commissioner, District No. #1

Mike Cantrell
Commissioner, District No. 2

John Wiley Price
Commissioner, District No. 3

Dr. Elba Garcia
Commissioner, District No. 4

Recommended By:

Darryl Martin, Dallas County Court Administrator

Robert De Los Santos, Dallas County Fire Marshal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMBULANCE SERVICES AGREEMENT

WHEREAS, the City of Lancaster, Texas, (the “City”), has agreed to provide ambulance services to the unincorporated areas for the County of Dallas, (the “County”), and

WHEREAS, County has requested the City to provide such services with City-owned and City-operated ambulance equipment,

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made by and between said City and County as follow:

I - SERVICES

For the consideration stated herein, the City agrees to (i) furnish ambulance services and, (ii) to answer all ambulance calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official ambulance zone map of County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Response shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II - TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2013 through September 30, 2014 and will automatically be extended for two (2) additional one-year fiscal periods

(October 1, 2014 through September 30, 2015, and October 1, 2016 through September 30, 2017) provided, and only if County appropriates and budgets the necessary funds to pay for ambulance services in each of the succeeding one-year periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III – DEFINITIONS

An “Ambulance Run” shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or where valid reasons can be provided by City as to why there was no need to administer treatment. An Ambulance Run does not include the routine dispatch of an ambulance vehicle to the location/address of a “Fire Run” (as defined below), when the necessity of an ambulance vehicle at such location/address does not exist and is not required to meet the requirements of a valid Ambulance Run or a Fire Run.

The “Minimum Ambulance Staffing” shall be defined as follows: (i) “Advanced Life Support” (ALS) units shall have a minimum of one (1) EMT-Paramedic and one EMT-Basic. (ii) “Basic Life Support” (BLS) units shall have a minimum of two (2) EMT-Basics.

A “Fire Run” shall mean a fire department response with a fire protection vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire or when valid reasons are provided by City as to why there was no need to apply an extinguishing agent to a fire.

IV – REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FOUR HUNDRED AND TWENTY NO/100 DOLLARS (\$420.00) for each approved Ambulance Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a run, the Ambulance Run must be to a location within the unincorporated area assigned to the City. When the City receives an original call for an Ambulance Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's

Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Ambulance Runs that are not to a location in the assigned unincorporated area or that have not been approved prior to mutual aid assistance call will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs. The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City Report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for an Ambulance Run when (i) an ambulance is routinely dispatched to the same location/address of a Fire Run (ii) the necessity for an ambulance at the location/address of a Fire Run does not exist, or (iii) an ambulance is not required to meet the requirements of a valid Ambulance Run or a Fire Run. County will reimburse City for all eligible Ambulance Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V – FEES CHARGED TO CITIZENS

The City may collect from the citizens the same fee for ambulance service in the assigned unincorporated areas that it charges for like services in the City. The City shall not charge the citizens in the assigned unincorporated area more for services than it charges for like services in the City. The County shall not assist in the collection of any fees charged by the City. No reimbursement for uncollected fees shall be made by County.

Payment shall be for “per ambulance utilized” not for “per patient transported”. In multi-injury incidents/situations, each ambulance must transport two patients per ambulance, except in those cases where CPR is in progress or where multiple injuries involving a patient in a life-threatening situation must receive extensive personal treatment while being transported.

VI – TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII – LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII – NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Dallas County Fire Marshal
Records Building
509 Main St. – Room 310
Dallas, Texas 75202

To City: Fire Chief Thomas Griffith
Lancaster Fire & Rescue
1650 N. Dallas Ave
Lancaster, Texas 75134

VIII – MISCELLANEOUS

A. **Applicable Law.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. **Entire Agreement.** This Agreement including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves, provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. **Fiscal Funding.** Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this

Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to the is Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. This Agreement shall not become effective until approved by City Resolution and Commissioners Court Order. A Copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

[Signature Page to Follow]

EXECUTED this the 10th day of September, 2013.

COUNTY:


CITY:


BY: Clay Lewis Jenkins
Dallas County Judge

BY: _____
Mayor of Lancaster

RECOMMENDED:


BY: Darryl Martin – Dallas County Court Administrator


BY: Robert De Los Santos - Dallas County Fire Marshal

APPROVED AS TO FORM*:

CRAIG WATKINS
CRIMINAL DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION


BY: Randall Miller
Assistant District Attorney

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT "A"
AMBULANCE RESPONSE ZONE MAP



Lancaster

ESN # 267

Dallas

Wilmer

Lancaster

Ferris

Wilmer

WILMER

267

267

269

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Consider a resolution approving the first amendment to the fire services agreement with Dallas County for the provision of fire services to unincorporated areas adjacent to the City of Lancaster, to extend the term of the agreement for an additional two years.

This request supports the City Council 2015 - 2016 Policy Agenda.

Goal: Safe, Healthy, Community

Background

Since October, 1983 the City of Lancaster has maintained an Agreement with Dallas County to provide fire protection services to the portion of the County that is adjacent to the City. This amendment is to extend the term of the agreement for an additional two years.

Considerations

- **Operational** – The Fire Department currently responds into this unincorporated area approximately 20 times per year.
- **Legal** – This resolution has been renewed and approved as to form by the City Attorney.
- **Financial** – This Agreement provides for reimbursement of expenses for services provided. The City will invoice Dallas County \$400 per fire response to the identified area.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Exhibit “A” Amendment No. 1
 - Fire Protection Agreement
-

Submitted by:

Thomas Griffith, Fire Chief

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE FIRST AMENDMENT TO THE FIRE SERVICES AGREEMENT BETWEEN THE CITY OF LANCASTER AND DALLAS COUNTY FOR THE PROVISION OF FIRE SERVICES TO UNINCORPORATED AREAS ADJACENT TO THE CITY OF LANCASTER, TO EXTEND THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO YEARS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster and Dallas County have previously entered into an agreement for the City of Lancaster to provide Fire Services to the residents in the unincorporated areas adjacent to the City of Lancaster; and

WHEREAS, the parties desire to extend the term of the agreement for two additional one-year fiscal years; and

WHEREAS, the City Council of the City of Lancaster finds it in the best interest to approve the First Amendment for the additional term, as depicted in the attached Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS;

Section 1. That the City Council hereby approves the First Amendment to the Fire Protection Agreement with Dallas County, attached hereto and incorporated herein as Exhibit "A", and authorizes the Mayor to execute the same on behalf of the City.

Section 2. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

Section 3. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 4. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas,
on this the 25th day of January, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**COURT ORDER
2015-1583**



J-4
Lancaster
fire

Original to Be Returned.

Fire Marshal – Ambulance and Fire Fighting Services Amendments

On a motion made by Commissioner Dr. Theresa M. Daniel, District 1, and seconded by Commissioner Dr. Elba Garcia, District 4, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 11/17/2015
FUNDING SOURCE: General Fund

Be it resolved and ordered that the Dallas County Commissioners Court does hereby authorize the Amendments to the Ambulance and Fire Fighting Services Agreements between Dallas County with the City of DeSoto, City of Hutchins, City of Lancaster, City of Sachse and City of Wilmer for the correct agreement period for FY2016 as October 1, 2015 through September 30, 2016.

Done in open court November 17, 2015, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge
Commissioner Dr. Theresa M. Daniel, District 1
Commissioner Mike Cantrell, District 2
Commissioner John Wiley Price, District 3
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None

ABSTAINED: None

ABSENT: None

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMENDMENT NO. 1

Between

DALLAS COUNTY, TEXAS

And

THE CITY OF LANCASTER, TEXAS

FIRE PROTECTION AGREEMENT

This AMENDMENT NO. 1 to the certain Fire Protection Agreement between Dallas County, Texas (the "County") and the City of Lancaster, Texas (the "City"), executed by the parties under the authority of Dallas County Commissioners Court Order No. 2013-1484, adopted on September 10, 2013 (the "Agreement"), evidences the following:

1. The Article II of the Agreement is hereby amended to read as follows:

II.

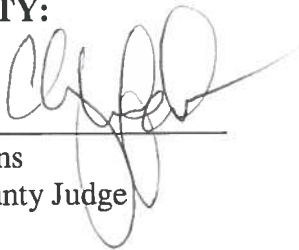
TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2013 through September 30, 2014, and will automatically be extended for two additional one-year fiscal periods (October 1, 2014 through September 30, 2015, and October 1, 2015 through September 30, 2016) provided, and only if, County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one-year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

2. All other terms, provisions, conditions, and obligations of the Agreement between the City and County shall remain in full force and effect, and said Agreement along with this Amendment No. 1 shall be construed together as a single contractual agreement.

EXECUTED this the 17th day of November, 2015, by County, signing by and through the Dallas County Judge, duly authorized to execute the same by Commissioner Court Order No. 2015-1583.

DALLAS COUNTY:


By: ~~X~~ Clay Jenkins
Dallas County Judge

CITY:

By: Opal Mauldin-Robertson,
City Manager

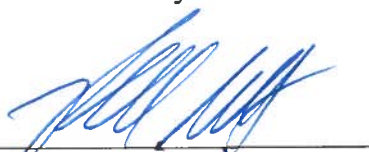
Recommended:

By: Darryl Martin
Dallas County Administrator

By: Robert De Los Santos
Dallas County Fire Marshal

Approved as to Form:

Susan Hawk
District Attorney


Randall Miller
Assistant District Attorney

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXECUTED this the 17th day of November, 2015, by County, signing by and through the Dallas County Judge, duly authorized to execute the same by Commissioner Court Order No. 2015-1583.

DALLAS COUNTY:


By: Clay Jenkins
Dallas County Judge

CITY:

By: Opal Mauldin-Robertson,
City Manager

Recommended:

By: Darryl Martin
Dallas County Administrator

By: Robert De Los Santos
Dallas County Fire Marshal

Approved as to Form:

Susan Hawk
District Attorney


Randall Miller
Assistant District Attorney

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Robert De Los Santos -
Fire Marshal

20

COURT CORDER

ORDER NO. 2013 1484

DATE: September 10, 2013

STATE OF TEXAS

§

COUNTY OF Dallas County

§

Original
to be returned
(Lancaster)

BE IT REMEMBERED, at the regular meeting of the Commissioners Court of Dallas County, Texas, held on the 10 day of September, 2013, on motion made by Dr. Elba Garcia, District 4, and seconded by John Wiley Price, District 3, the following order was adopted.

WHEREAS, Dallas County Commissioners Court was briefed on August 13, 2013; and

WHEREAS, Dallas County Commissioners Court has executed one-year agreements with automatic renewals for the next two consecutive years with neighboring cities for Fire Protection in the unincorporated areas adjacent to their respective cities since October 1983; and

WHEREAS, the need still exist for fire protection in the unincorporated areas of Dallas County; and

WHEREAS, agreement has been reached for this service to be provided by certain cities within Dallas County at a cost of \$400.00 for each approved fire response.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the attached Fire Protection Agreement between Dallas County and the following cities, and authorizes Dallas County Judge to execute same on behalf of Dallas County.

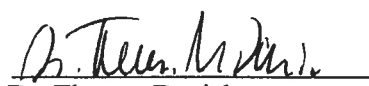
City of De Soto
City of Sachse

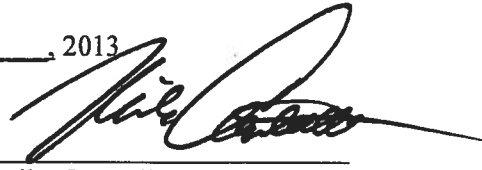
City of Lancaster
City of Wilmer

City of Hutchins

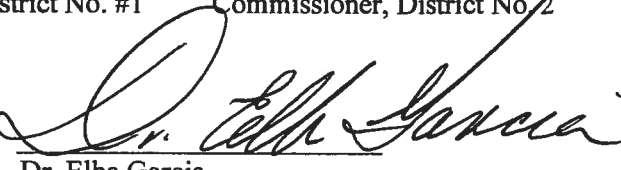
DONE IN OPEN COURT this the 10 day of September, 2013


Clay Lewis Jenkins
Dallas County Judge

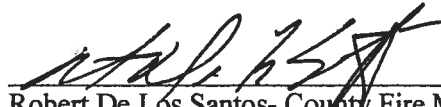

Dr. Theresa Daniel
Commissioner, District No. #1


Mike Cantrell
Commissioner, District No. 2


John Wiley Price
Commissioner, District No. 3


Dr. Elba Garcia
Commissioner, District No. 4

Recommended By: 
Darryl Martin- Dallas County Court Administrator


Robert De Los Santos- County Fire Marshal



**Dallas County
Fire Marshal's Office
509 Main Street, Suite 310 Dallas Texas 75202
Main: 214.653.7970 Fax: 214.653.6372**



DATE: July 31, 2013
TO: Chief Griffith, Lancaster Fire & Rescue
FROM: Robert De Los Santos – Chief – Dallas County Fire Marshal
REF: Renewal Contracts for Fire & Ambulance Protection

13 AUG 28 AM 8:29
DALLAS COUNTY
COMMISSIONERS COURT

Chief, again it is time to renew the contract agreements between the City of Lancaster and Dallas County. Attached you will find the contracts for the Fire and Ambulance Protection of the unincorporated areas adjacent to your city. After your review, please forward these to your Mayor and City Council for a resolution approving said contracts. The renewal date is October 1, 2013, and runs for a three year period, as identified within the documents. There is one main change to this year contracts, in that we have increased the run amounts for both fire and ambulance responses. We realize that the rates have been the same for many years, and hope that the increases will meet your approval.

Attached to each document is an area response map of the assigned county district. Also, attached is one extra copy of the response map for your department. Please leave the maps that are attached to each document for the official record. Upon completion of your city resolution and mayor's signature, please notify me and we will have them picked up. From that point they must go before the Dallas County Commissioners Court for their approval. A copy of the fully signed contract will be returned to you immediately thereafter.

We thank you and your department for your continued assistance in covering the assigned portions of unincorporated Dallas County adjacent to your city. If you have any questions, please contact me at 214/653-7970.

Respectfully,

Robert De Los Santos – Chief
Dallas County Fire Marshal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FIRE PROTECTION AGREEMENT

WHEREAS, the Lancaster, Texas (the “City”), has agreed to provide fire protection services to the unincorporated areas of the County of Dallas, (the “County”), and

WHEREAS, County has requested the City to provide such services with City owned and City operated fire protection equipment.

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made between said City and County as follows:

I.

SERVICES

For the consideration stated herein, the City agrees to (i) furnish fire protection services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official fire protection zone map of the County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Responses shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II.

TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2013 through September 30, 2014, and will automatically be extended for two additional one-year fiscal periods (October 1, 2015 through September 30, 2015, and October 1, 2016 through September 30, 2017).

provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III.

DEFINITIONS & CONDITIONS

1) “Fire Run” shall mean a fire response with a fire fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by City as to why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to the location/address of an “Ambulance Run” (as defined below), when the necessity of the fire vehicle at such location/address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

2) “Ambulance Run” shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment

The following three (3) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where CPR may need to be performed to sustain life;
- 2) an individual is experiencing breathing difficulties where additional personnel is needed for patient evaluation and administering life support; or
- 3) a motor vehicle accident (“MVA”) has occurred where extrication is needed or fuel is leaking and must be washed away from the vehicle to assure safety of responders/patients or other types of rescue, where fire apparatus/skills are required.

IV.

REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FOUR HUNDRED NO/100 DOLLARS (\$400.00) for each approved Fire Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City. When the City receives an original call for a Fire Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for a Fire Run when (i) a fire vehicle is routinely dispatched to the same location/address of an Ambulance Run, (ii) the necessity for a fire vehicle at the location /address of an Ambulance Run does not exist, or (iii) a fire vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location/address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be

eligible for reimbursement. County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V.

MUTUAL AID ASSISTANCE

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

VI.

TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII.

LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII.

NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally

delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Fire Marshal
County of Dallas
Records Building
509 Main St. – Room 310
Dallas, Texas 75202

To City: Fire Chief, Thomas Griffith
Lancaster Fire & Rescue
1650 N. Dallas Ave
Lancaster, Texas 75134

VIII

MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

COUNTY:


BY: Clay Lewis Jenkins

Dallas County Judge

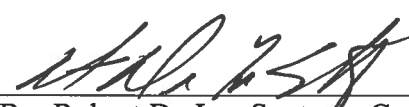
CITY:

BY:

Mayor of Lancaster

RECOMMENDED BY:


By: Darryl Martin- Dallas County Court Administrator



By: Robert De Los Santos – County Fire Marshal

APPROVED AS TO FORM*:

**CRAIG WATKINS
CRIMINAL DISTRICT ATTORNEY**

**TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION**

BY: _____


Randall Miller
Assistant District Attorney

*** By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

EXHIBIT "A"
FIRE PROTECTION ZONE MAP



Lancaster

ESN # 267

Dallas

Wilmer
269

Lancaster

Ferris

Wilmer

267

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Z15-06 Conduct a public hearing and consider an ordinance amending the comprehensive zoning ordinance by granting a change in zoning from SF-6 Single Family (6 Units/Acre) to CH Commercial Highway on approximately .5 acres at 3712 Waters Street generally located on the east line of Waters Street, north of Daniieldale Road, Lancaster, Dallas County, Texas.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Quality Development

Background

1. **Location and Size:** The property is located along the east line of Waters Street approximately 973 feet north of the intersection of Waters Street and Daniieldale Road and contains .5 acres of land, addressed as 3712 Waters Street.
2. **Current Zoning:** The subject property is currently zoned Single-family 6 (SF-6). The applicant is requesting Commercial Highway (CH) zoning designation.
3. **Adjacent Properties:**
North: Single-family 6 (SF-6)
South: Single-family 6 (SF-6)
East: Light Industrial (LI)
West: Commercial Highway (CH)
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for commercial highway and medium industrial uses. The Comprehensive Plan Future Land Use map designates this area as a Commercial Redevelopment Area. As the proposed use is in general compliance with these designations, no amendment to the Comprehensive Plan Future Land Use Map is required.
5. **Public Notification:** On December 22, 2015, notifications of this public hearing were mailed to all property owners that within 200 feet of the subject property. Zoning signs were placed on the subject property.
6. **Case History:**

Date	Body	Action
01/05/16	P&Z	Z15-06 Zoning Change request recommended for approval.

Considerations

Operational – This is a request to change the zoning of the subject property from Single-family 6 (SF-6) to Commercial Highway (CH). The purpose of this request is to develop a small nonprofit community oriented radio station. The applicant proposes to develop a small nonprofit community radio station.

The Planning & Zoning Commission held a hearing on January 5, 2016 and recommended approval of the request.

The total land area under this request is approximately .5 acres. The subject property lies within a strip of land zoned Single-family 6 (SF-6) and adjacent to property zoned Light Industrial (LI) to the east. To the west, across Waters Street, lies property zoned Commercial Highway (CH).

Currently, the subject property is non-compliant as it is developed only with a storage shed as the primary structure. The subject shed was built without a permit. As a result, code citations were issued and a court date was set. At the initial hearing and per the rezoning request, the applicant requested and received a postponed judgement. The applicant did not show for the second scheduled court date.

Consistency with the Comprehensive Plan: The Comprehensive Plan identifies this site as suitable for commercial highway and medium industrial uses. The Comprehensive Plan Future Land Use map designates this area as a Commercial Redevelopment Area. The proposed use is in general compliance with these designations. No amendment to the Comprehensive Plan Future Land Use Map is necessary.

Potential Impact on Adjacent Development: This property abuts property zoned Single-family 6 (SF-6) to the north and south and property zoned Light Industrial (LI) to the east. Due to adjacency to residentially zoned property and per the city's Development Code, structures on the subject site will be limited to a maximum height of sixty (60') feet.

Availability of utilities and access: City records indicate the subject property is served by City of Lancaster sanitary sewer. Any building, as part of this project, that will be constructed completely within the City of Lancaster will have to access water and waste water utilities from the City of Lancaster.

Site conditions (vegetation, topography and flood plain): The subject property is currently developed with a storage shed. Upon additional construction, factors such as vegetation, topography and flood plain issues will be addressed as part of the site plan approval process and more specifically during the civil review before construction.

- **Legal** – The City Attorney prepared the Ordinance for consideration.
- **Financial** - There are no financial considerations for this item.

- **Public Information** – On Thursday, October 1, 2015 a Public Hearing notice appeared in the Focus Daily News, the City of Lancaster's newspaper of record and property owner notifications were mailed.

Options/Alternatives

1. Approve the rezoning request, as submitted.
2. Approve the rezoning request in accordance with recommended changes.
3. Deny the rezoning request.

Recommendation

P&Z

At the January 5, 2016 meeting, the Planning and Zoning Commission made a favorable recommendation to approve the requested zoning change.

Staff concurs with recommendation from the P&Z Commission (Option 1).

Attachments

- Ordinance
- P&Z Agenda Communication w/attachments
- P&Z Minutes (draft)

Submitted by:
Mike Grace, AICP
Director of Development Services

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF LANCASTER, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM SINGLE-FAMILY 6 (SF-6) TO COMMERCIAL HIGHWAY (CH) ON .4223 ACRES, MORE OR LESS, OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF WATERS STREET, NORTH OF DANIELDALE RD. APPROXIMATELY 973 FEET NORTH OF THE INTERSECTION OF WATERS STREET AND DANIELDALE ROAD, WITH PHYSICAL ADDRESS AS 3712 WATERS STREET AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Lancaster, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Lancaster, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. Z15-06 should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Lancaster, Texas, duly passed by the governing body of the City of Lancaster, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Single-family 6 (SF-6) to Commercial Highway (CH) on property of approximately 0.4223 acres, more or less, of real property located north of the intersection of Waters Street and Danieldale Road, Lancaster, Texas, more particularly described as a tract of land situated in the Silas B. Runyon 640 acre Survey, Abstract No. 1199 in the City of Lancaster, Dallas County, Texas.

SECTION 2. That the subject Property, as hereby zoned, shall be developed and used in conformance and in the manner and for the purposes provided for by Commercial Highway (CH) zoning district regulations and approvals required as set forth in the Lancaster Development Code and the Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, and the detailed site plan, which shall be submitted and approved in accordance with said ordinances.

SECTION 3. That all provisions of the Ordinances of the City of Lancaster, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Lancaster, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such case provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on the 25th day of January, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

PLANNING & ZONING COMMISSION

Agenda Communication for January 5, 2016

#4

Z15-06: Conduct a public hearing and consider a rezoning request from SF-6 Single Family (6 Units/Acre) to CH Commercial Highway on approximately .5 acres at 3712 Waters Street generally located on the east line of Waters Street, north of Danieldale Road, Lancaster, Dallas County, Texas.

Background

A rezoning request from Single Family (SF-6) to Commercial Highway (CH) was submitted on October 16, 2015. A small nonprofit community radio station is proposed at 3712 Waters Street.

1. **Location and Size:** The half acre property is located on the East side of Waters St North of Danieldale Rd.
2. **Current Zoning:** The subject property is currently zoned SF-6.
3. **Adjacent Properties:**
North: SF-6 – Empty Lot
South: SF-6 – SF house
East: LI – Trucking Operations
West: CH – SF house
4. **Comprehensive and Long Range Plan Compatibility:** The Comprehensive Plan identifies this site as suitable for commercial highway and medium industrial uses. The warehouse sub-district envisions warehouse and distribution uses. The uses are generally compatible with either plan.
5. **Public Notification:** Zoning change signs were placed on the property. Property owner notices were sent to properties within 200 feet of the subject site on Friday October 23, 2015. Newspaper notice was published in the Focus Daily News on Thursday October 22, 2015. Newspaper notice for a January 5, 2016 public hearing was scheduled to be published no later than December 21, 2015.
6. **Case/Site History:** This parcel is in a strip of SF-6 sandwiched between CH and LI. Most of the parcels including this one are unplatted. There have been two parcels adjacent and to the South that are platted and operating as single family residences for the past ten years. However, the 2006 comprehensive plan and the upcoming revised comprehensive plan do not envision single family homes in this area.

Considerations

The current SF-6 zoning designation is not aligned with current and proposed comprehensive plans, but CH zoning is aligned. The applicant is requesting the zoning change for the purpose of a radio station on his .5 acre parcel, which would be permitted by right in CH should his request be approved. The antenna is an integral part of radio broadcasting, will have its final placement and compliance handled administratively with staff as per the local development code requirements. There is no need at this time for an exception, nor is a specific use permit required for this request, based on the applicant's request.

Consistency with the Comprehensive Plan: The Comprehensive Plan identifies this site for Commercial Highway and Motor Freight/Medium Industrial uses. The existing SF-6 zoning is not in alignment with the comprehensive plan.

It should be noted that the City is currently undergoing a Comprehensive Plan update that would potentially address this area in the future vision of the City of Lancaster, but preliminary documents are still showing commercial highway type uses.

Potential Impact on Adjacent Development: The subject property is currently has a small building and is otherwise undeveloped. Property immediately adjacent to the North is developed. The property to the West and East, is developed, an older house to the West and a trucking operation to the East. To the South is a SF home that appears to have been built more about ten years ago.

Availability of utilities and access: The subject property is served by City of Lancaster water and sanitary sewer. The applicant is not proposing any changes to the water and sewer master plan.

Site conditions such as vegetation, topography and flood plain: The subject property is partially developed. Issues such as vegetation, topography and flood plain will be further explored at the platting and site planning stages, but preliminarily staff does not see an issue at this time.

Options/Alternatives

1. Approve the zoning change.
2. Deny the zoning change.

Recommendation

The proposed zoning designation, CH aligns with the current comprehensive plan. The city is on schedule to adopt an update to the Comprehensive Plan and Future Land Use Map by January 2016.

Staff recommendation is for approval.

Staff Note: The site will require platting, and a site plan, before construction can begin.

Attachments

- Narrative from the Applicant
- Zoning Map
- Zoning Map (with Campus District shown)
- Aerial Map (same as Zoning Map scale)
- Aerial Map (zoomed in)
- Aerial Map (zoomed out)
- Proposed Conceptual Site Plans
- Proposed Planned Development Regulations

Prepared By and Submitted By:

Mike Grace, AICP
Director, Development Services

Narrative from the Applicant

1436 Summertime Lane

Dallas, Texas 75241

City of Lancaster

Public Works & Development Services

700 E. Main St.

Lancaster, Texas 75146

Dear Zoning Committee Members:

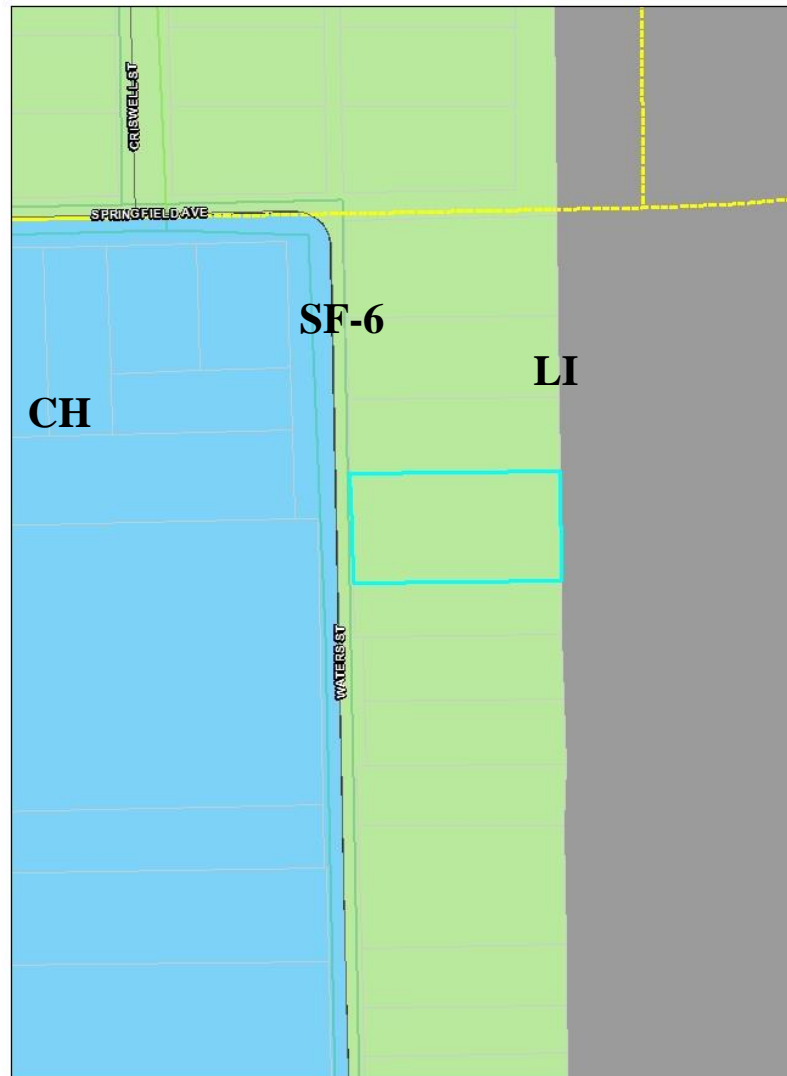
Warning Radio Inc. is a non-profit internet radio station that has been approved by the FCC to start a community radio station and receive a license for a frequency on the FM dial. So we wish to use the property on 3712 Waters St., Lancaster, Texas 75134, for the purpose of running the day to day operations of our business.

I look forward to working with you throughout this process. If you have any questions or need additional information, please feel free to contact me at 469-802-6022.

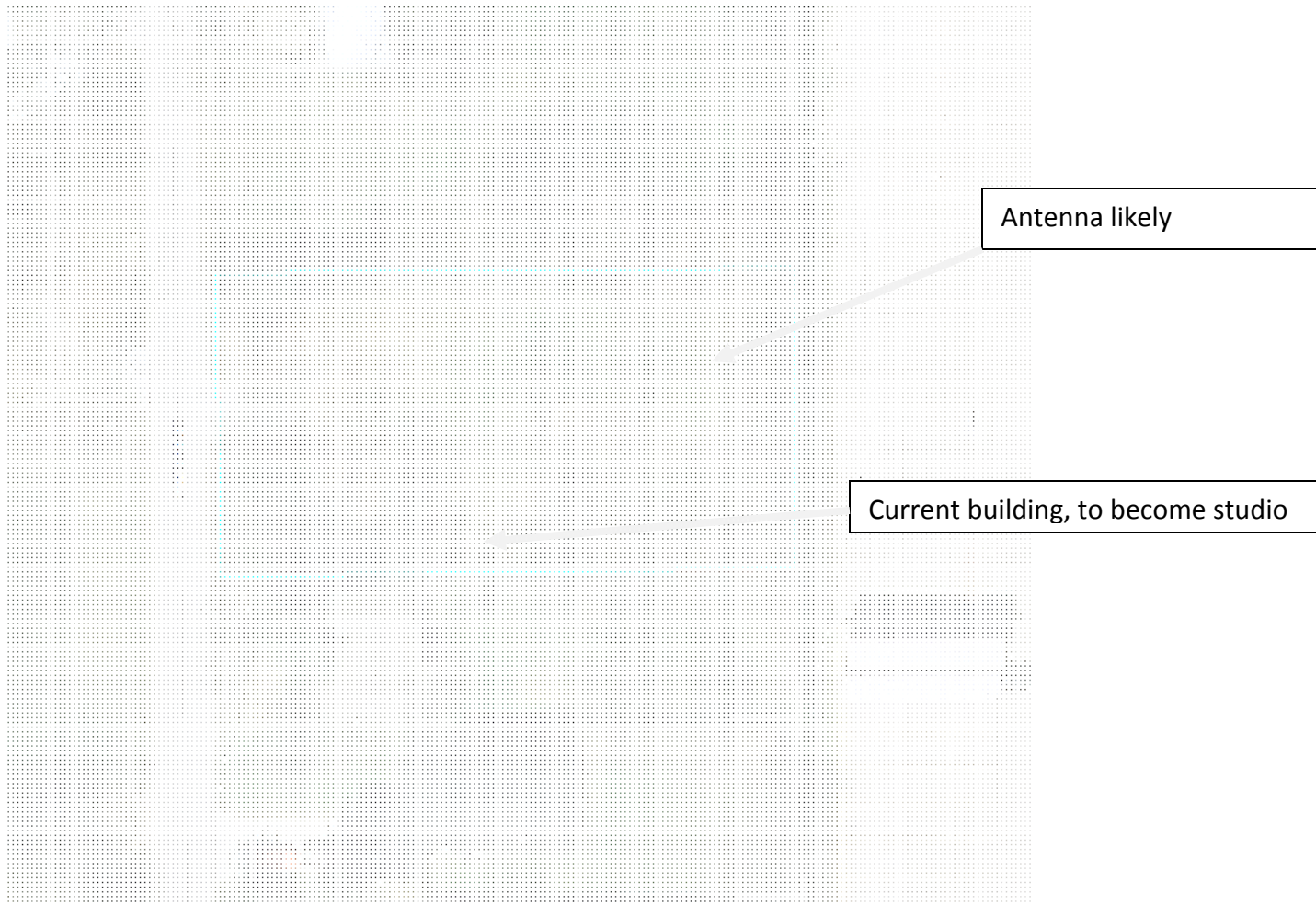
Sincerely,

Vincent D. Zeno

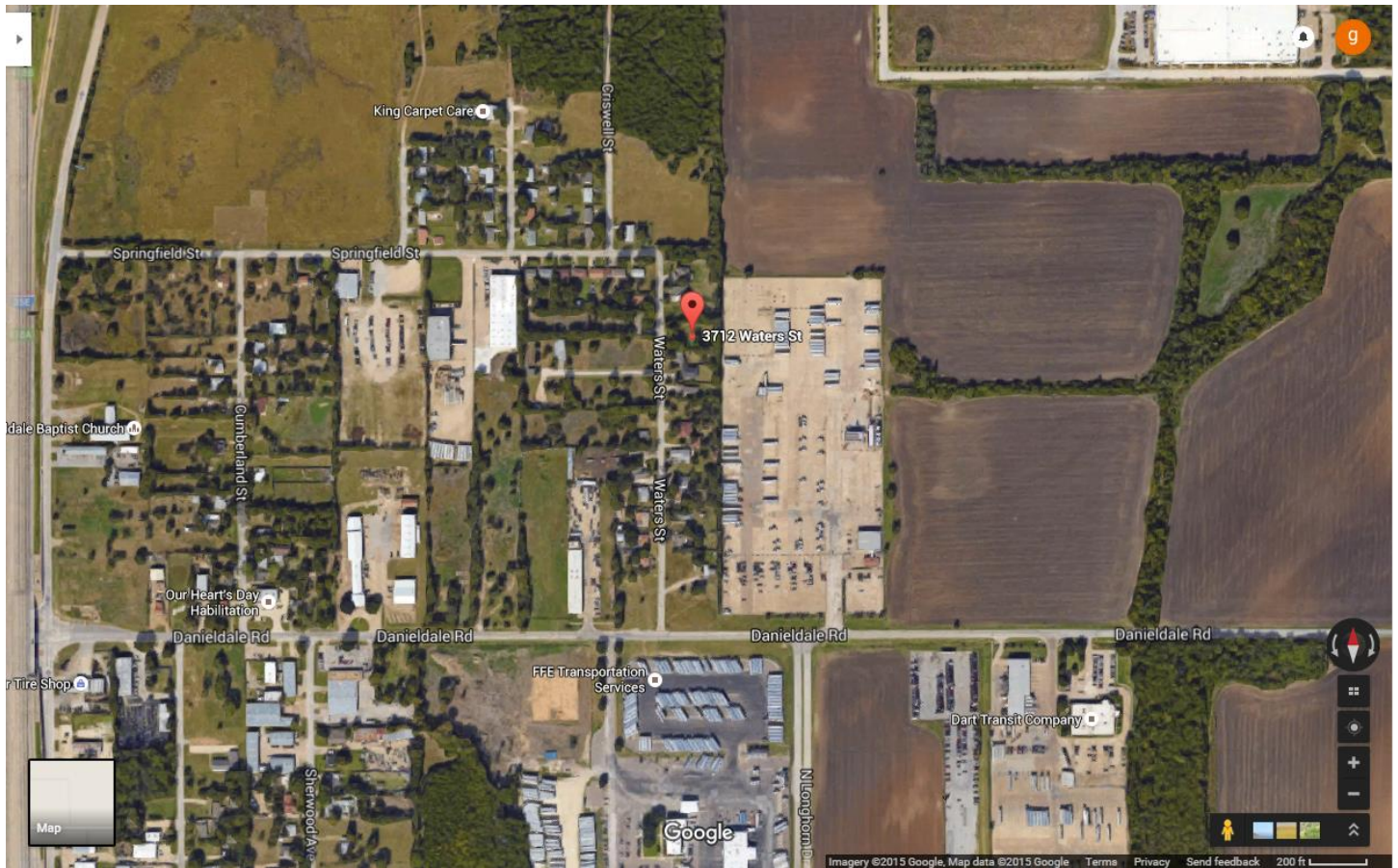
Zoning Map



Aerial Map (zoomed in)



Aerial Map (zoomed out)





REGULAR MEETING MINUTES
PLANNING & ZONING COMMISSION
CITY OF LANCASTER, TEXAS
TUESDAY, JANUARY 5, 2016



CALL TO ORDER:

Chair Prothro called the meeting to order at 7:09 p.m. On Tuesday, January 5, 2016

COMMISSIONERS

LAWRENCE PROTHRO, CHAIR
ISABEL AGUILAR
RACHEL HILL
CYNTHIA JOHNSON
MARVIN EARLE

CITY STAFF

MIKE GRACE, AICP
JULIE DOSHER

DIRECTOR OF DEVELOPMENT SERVICES
CITY ATTORNEY

CITIZENS COMMENTS: (At this time citizens will be allowed to speak only on matters contained on the Planning & Zoning Commission agenda).

Chair Prothro explained the process and rules of the public to speak regarding public hearings

NO COMMENTS WERE MADE

ACTION

1. Approval of minutes from the Planning & Zoning Commission held on September 1, 2015 and October 20, 2015.
 - Earle made motion to approve minutes for 9-1-15 and 10-20-15 - 2nd by Hill
 - Approved 5-0
2. Discuss and consideration for Chair and Vice Chair Nominees
 - Prothro motion to nominee for Chair & Vice Chair
 - Hill made motion to nominate Commissioner Earle as Chair.
 - Attorney Doshier explained need to vote
 - Commissioner Prothro made motion to elect Comm. Earle as Chair – Pass 5-0
 - Commissioner Earle nominated Comm. Prothro as Vice Chair - Passed 5-0
3. Discuss and consider Historic Landmark Preservation Committee member nomination recommendations
 - For the Historic Landmark Preservation Committee member nominations, background. Information and copies of their applications have been left at your seat. 4 Applicant Nominees: **Glenn Hooper, Dee Hinkle, Gilles Delaisse, and Patricia Seigfried-Giles**

The purpose of the committee is to become familiar with the buildings, land, areas, and districts within the city that may be eligible for designation as historic landmarks. The committee serves in an advisory capacity to the Planning and Zoning Commission.

Floor is open for discussion for the nominees for background, residency, and competency to serve

Chair Earle opened discussion regarding HLPC applicants and listed each applicant; clarified that the applicant were submitting for the same 2016 term. Attorney Doshier explained responsibilities of HLPC and its function.

Attorney Doshier suggested we discuss and consider HLPC appointments.

Commissioner Hill asked if all members were in fact seeking re-appointments, expressed her favorable impression of the HLPC appointments

Prothro suggested that the P&Z move forward with the nominations

Hill spoke highly of HLPC again. Earle made a motion to recommend approval of applications

Commissioner Johnson & Earle expressed need for additional information on applicants.

Attorney Dasher clarified that for HLPC there were two vacancies and two reappointments and explained the options for P&Z re-appointment

Commissioner Prothro suggested doing all the re-appointments first. Attorney Dasher explained need to do motion and vote

Commissioner Aguilar made motion to accept re-appointment of Glen Hooper, Giles Delasee and 2nd by Commissioner Johnson. Motion passed

Attorney Doshier explained to vote on vacancy separately on new appointments

Commissioner Earle - Patricia Siegfled Giles and D. Hinkle are filling the two opening, asked for motion on D. Hinkle.

Commissioner Aguilar motion to recommend and Hinke – 2nd by Commissioner Hill

Commissioner Earle - next applicant, asked for motion on Patricia Siegfled Giles

Commissioner Prothro motion to nominate Patricia Siegfled Giles for HLPC
2nd by Commissioner Aguilar. Motion passed

PUBLIC HEARING

4. **Z15-06** - Conduct a public hearing and consider a rezoning request from SF-6 Single Family (6 Unites/Acre) to CH (Commercial Highway) on approximately .5 acres at 3712 Waters Street .

As read into the record by the chair, the subject site is zoned (SF-6) single-family -6 and requesting CH (Commercial Highway)

Adjacent Zoning:

- | | |
|-----------------------------------|------------------------|
| ○ Properties North and South | SF-6 |
| ○ Properties to the west: | CH(Commercial Highway) |
| ○ Properties adjacent to the east | LI(Light Industrial) |

The current and draft Comprehensive Plans project commercial uses at this location

One property owner response in opposition was received. Land will be used as the antenna tower (60 ft), remote

With no further questions, Commissioner Prothro made motion to close the Public Hearing - 2nd by Commissioner Hill

Staff recommends approval

Commissioner Prothro made motion to approve Z15-06 – 2nd by Commissioner Hill – passed 5-0.

Commissioner Earle asked for motion for adjournment – Commissioner Prothro made the motion - 2nd Commissioner Aguilar.

Meeting adjourned at 7:44 pm

Lawrence Prothro, Chair

ATTEST

Michael Grace, AICP
Director, Development Services

LANCASTER CITY COUNCIL

Agenda Communication

January 25, 2016

Discuss and consider a resolution granting a request for Special Exceptions pursuant to Sections 14.505 (a) 2 and 3, height and articulations; to provide a Special Exception for increased height on the proposed Huntington Industrial site located between Longhorn Drive and North Houston School Road and more commonly known as 3201 N. Houston School Rd.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Quality Development

Background

This item was originally brought to City Council on December 14, 2015. The resolution has been amended to reflect a fifty (50') foot building height limit versus forty-seven feet, six inches (47'6"). In addition, the applicant submitted revised building elevations that do not depict articulations in the truck dock portions of the proposed buildings while also depicting truck docks facing N. Longhorn Drive. This mirrors the requested exceptions.

Proposed new development consists of approximately 61.17 acres and is planned to contain three buildings ranging in size from 217,350 square feet to 468,300 square feet (see attached Site Plan). In addition, this development will incorporate 13.54 acres of existing development (tire center).

Section 14.500 – District Development Regulations and Standards of the Lancaster Development Code (LDC) states in Section 14.504 (a) 3 A (Maximum Building Height) that the height limit for all structures shall be as established in the Districts governing the property on which the structures are located. The District Development Standards table indicates that the maximum height of a building within the Light Industrial (LI) zoning district is thirty five feet (35').

Article 14.504 (5)(C). Loading docks shall not be oriented towards streets, public open space or residential zoning districts. Where loading areas are located parallel to residential zoning districts, they must be screened by an architecturally integrated minimum 14-foot tall wall the entire length of the loading space.

Article 14.505 (a) (3) (2) states under Vertical Articulation that no horizontal wall shall extend for a distance greater than 4 times the height of the wall without changing height by a minimum of 25% of the wall's height. The applicant is stating that the vertical articulation requirement will cause a change in the height by a minimum of 25% of the wall height thereby resulting in unnecessarily tall parapets that in their opinion would add little visual interest to the building as well as reduce the available clear height available inside the building. The attached elevations are proposing that the building height will be articulated across the façade in a way that is proportionate to the building and would still meet the spirit and intent of the ordinance. This requirement is only applicable to walls that are visible from the street.

Due to the unique function of working on and maneuvering around large equipment, the changing requirements of the logistics industry and associated market requirements, the applicant is requesting that the total building height will need to be increased to fifty feet, (50') and not generally requiring articulations across the loading dock walls, to allow for an internal working clear height of thirty two (32'), exterior height of forty two (42') and forty seven feet, six inches (47'6") height including articulation elements.

Additionally, the applicant states that the configuration of the subject property necessitates truck docks facing Longhorn Drive and that articulation to the degree required by ordinance negatively impacts the functionality of the proposed buildings. The applicant proposes to mitigate this effect by meeting the above screening requirements.

Article 14.504 (a) (6) Unless approved by Exception, the following items shall be screened as follows:

- A. Off-street loading docks must be screened from all public streets and any residential district that abuts or is directly across a public street or alley from the lot. The screening required under this Section must be at least six feet in height and may be provided by using a masonry fence (excluding tilt wall or concrete block unless otherwise approved by Exception), berms, plantings or a combination of the above.
- B. Screening may be achieved by any method listed above, but must be at least 8 feet in height.

Article 14.804(c) (1)C sets maximum shrub spacing at no more than thirty-six (36) inches on center. As indicated above, the applicant proposes 24 inches on center. Article 14.909 (b) Street Tree Spacing states the spacing of street trees will be in accordance with recommendations of the Landscape Administrator. Closer spacing or group plantings may be approved by the Landscape Administrator in unique situations.

To mitigate the visibility of the truck dock from the street along Longhorn Drive, the applicant proposes the following landscaping at planting:

- 164 Dwarf Burford Holly shrubs (5 gallon; 24 inches on center spread)
- 18 Live Oaks (13 feet, 4-5 feet width)
- 62 Eastern Red Cedars (12-15 feet; full to base; 8 feet on center spread)

Article 14.209 (d) of Chapter 14.200 – Authority and Administrative Procedures of the LDC states that the City Council, pursuant to the powers conferred upon it by State law, the ordinances of the City, and this Article may grant Exceptions herein provided to the provisions of this ordinance upon finding that:

- (1) Such Exception will not substantially or permanently injure the appropriate use of adjacent property in the same district; and
- (2) Such Exception will not adversely affect the health, safety or general welfare of the public; and
- (3) Such Exception will not be contrary to the public interest; and
- (4) Such Exception will not authorize the operation of a use other than those uses specifically authorized for the district in which the property for which the Exception sought is located, except as provided elsewhere in this ordinance; and
- (5) Such Exception will be in harmony with the spirit and purpose of this ordinance; and
- (6) Such Exception will not alter the essential character of the district in which is located the property for which the Exception is sought; and

- (7) Such Exception will not substantially weaken the general purposes of the zoning regulations established for the district in which the property is located; and
- (8) Such Exception is within the spirit and intent of the City's Comprehensive plan and other policies.

Due to the changing market of the logistics industry, the applicant is requesting that the total building height will need to be increased to fifty feet (50'). It should also be of note that the maximum height within the nearby Commercial Highway (CH) zoning district is one hundred and forty feet (140').

Considerations

The purpose of the request is to seek an exception to the maximum building height in the Light Industrial (LI) zoning district, articulation standards and to allow truck docks to face Longhorn Drive.

- **Operational** – The City Council must determine if the height exception meet the intent of the ordinance while bringing the property from non-conforming status to a conforming site. To provide a facility conducive to maintenance of city vehicles and equipment the exception is necessary.
- **Legal** – The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – There are no financial obligations for the City with approval of this exception request.
- **Public Information** – This resolution is being considered at a regular meeting of the City Council, in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Approve the resolution as presented.
2. Deny the request.

Recommendation

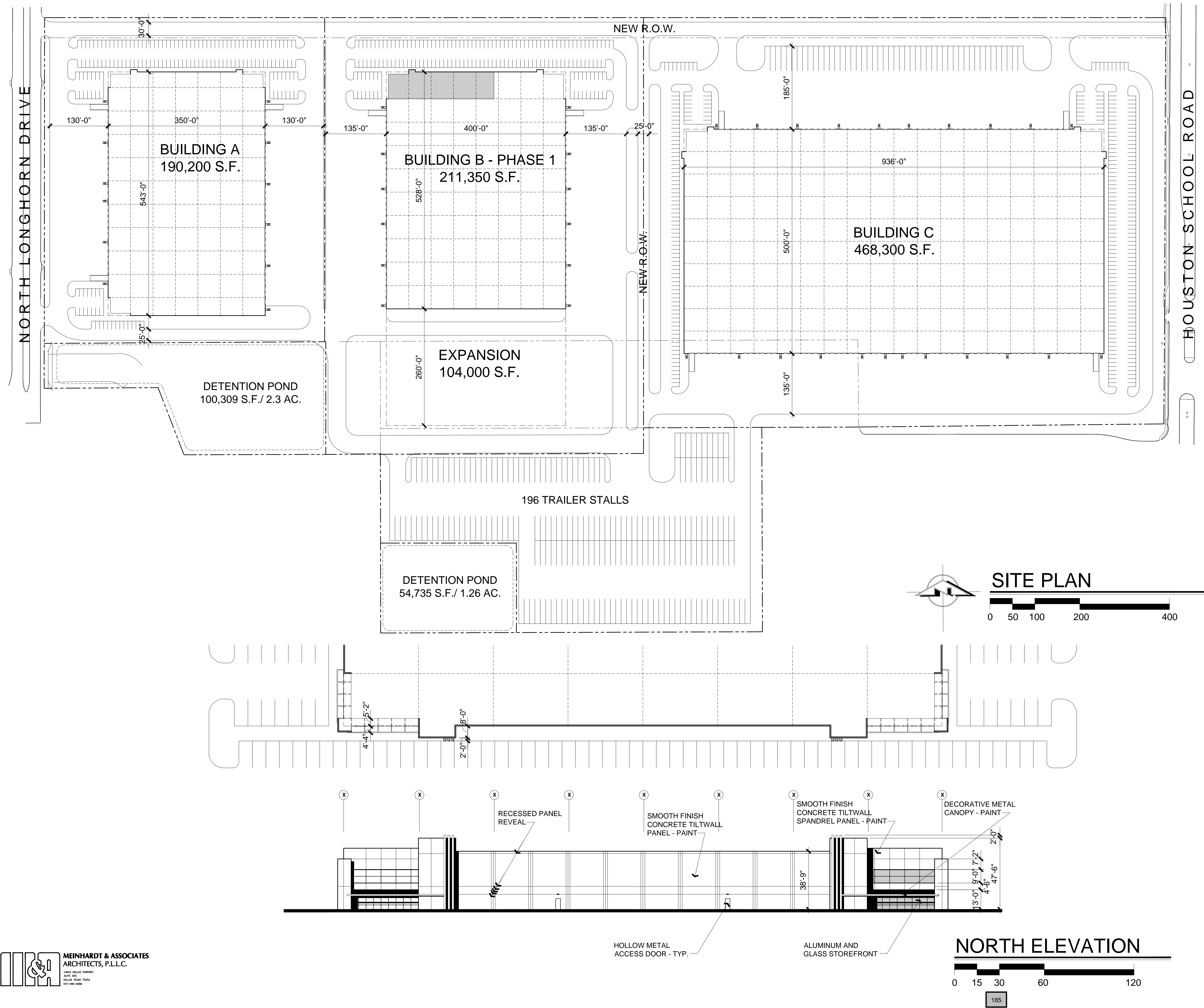
Staff recommendation is for approval of both exceptions height, articulation and to allow dock doors facing Longhorn Drive with the appropriate landscaping as identified in this communication, elevations and landscape plans.

Attachments

- Resolution
- Proposed Site Plan
- Elevation Plan
- Landscape Plans

Submitted By:

Mike Grace, AICP
Director, Development Services



LANCASTER LAND

LANCASTER, TEXAS

SITE PLAN

BUILDING A	
GROSS LAND AREA	452,282 S.F./10.38 AC.
BUILDING AREA	190,200 S.F.
COVERAGE	46.0%
PARKING PROVIDED	X SPACES
9'x10' O.H. DOCK DOORS	53 DOORS
12'x14' O.H. DOORS W/ RAMPS	3 DOORS

BUILDING B	
GROSS LAND AREA	690,497 S.F./15.85 AC.
BUILDING AREA - PHASE 1	211,350 S.F.
COVERAGE	X%
PARKING PROVIDED	X SPACES
EXPANSION AREA	104,000 S.F.
TOTAL BUILDING AREA	315,350 S.F.
9'x10' O.H. DOCK DOORS	56 DOORS
12'x14' O.H. DOORS W/ RAMPS	2 DOORS

BUILDING C	
GROSS LAND AREA	1,058,282 S.F./24.3 AC.
BUILDING AREA	468,300 S.F.
COVERAGE	44.3%
PARKING PROVIDED	268 SPACES
TRAILER STORAGE	48 STALLS
9'x10' O.H. DOCK DOORS	103 DOORS
12'x14' O.H. DOORS W/ RAMPS	4 DOORS

MASTER PLAN LAND PARCELS	
LARGE PARCEL	1,929,826 S.F./44.3 AC.
HARGROVE PARCEL	144,932 S.F./3.33 AC.
TIRE CENTER PARCEL	589,910 S.F./13.54 AC.
TOTAL LAND AREA	2,664,668 S.F./61.17 AC.

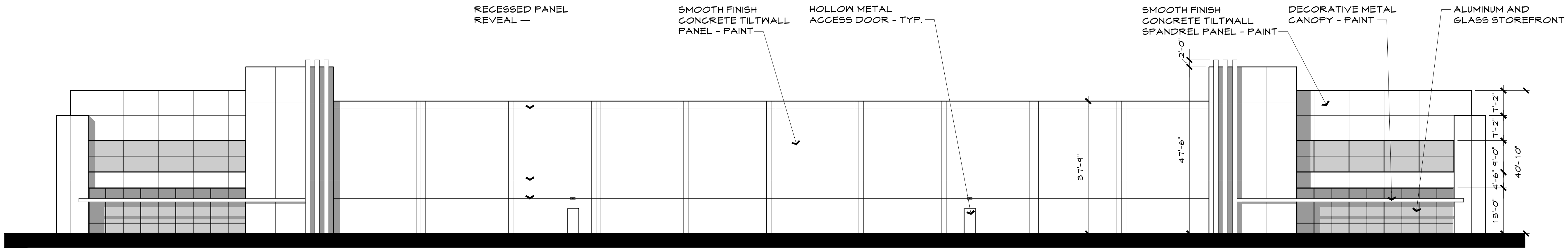
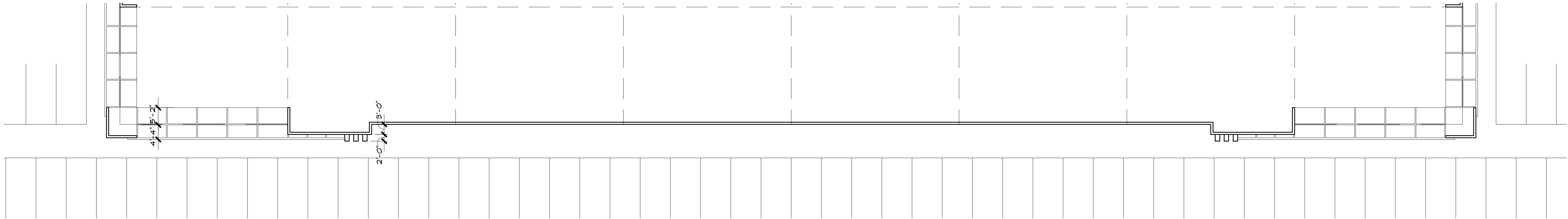
DETENTION AREA	
DETENTION POND A	100,309 S.F./ 2.30 AC.
DETENTION POND B	54,735 S.F./ 1.26 AC.
TOTAL	155,044 S.F./ 3.56 AC.

TRAILER STORAGE AREA 293,352 S.F./ 6.73 AC.



5950 Berkshire Lane
Suite 1250
Dallas, Texas
75225
972.951.9016

11-24-15



NORTH ELEVATION - BUILDING B

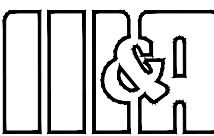


LANCASTER SITE
LANCASTER, TEXAS

DALLAS COUNTY



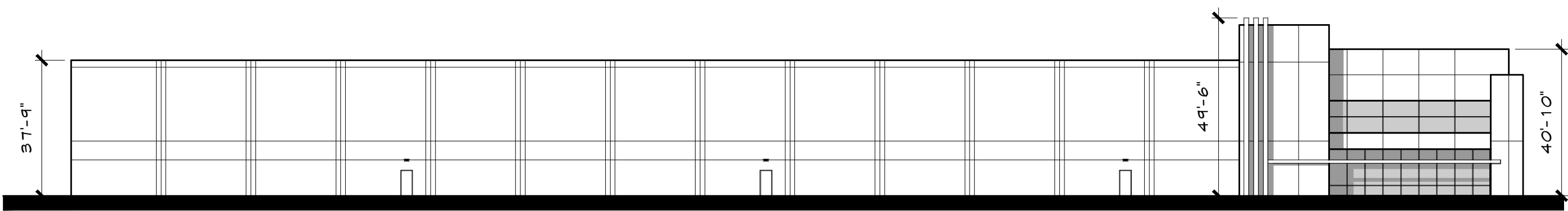
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1250
Dallas, Texas 75225
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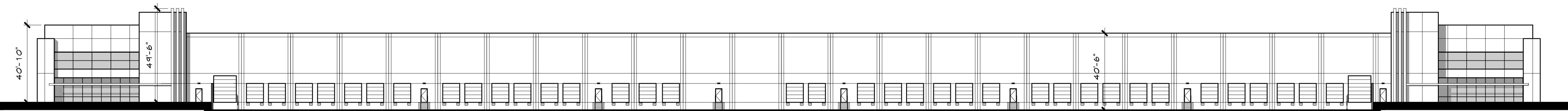
MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
14643 DALLAS PARKWAY
SUITE 639
DALLAS TEXAS 75254
972.580.8880

Job #15-833

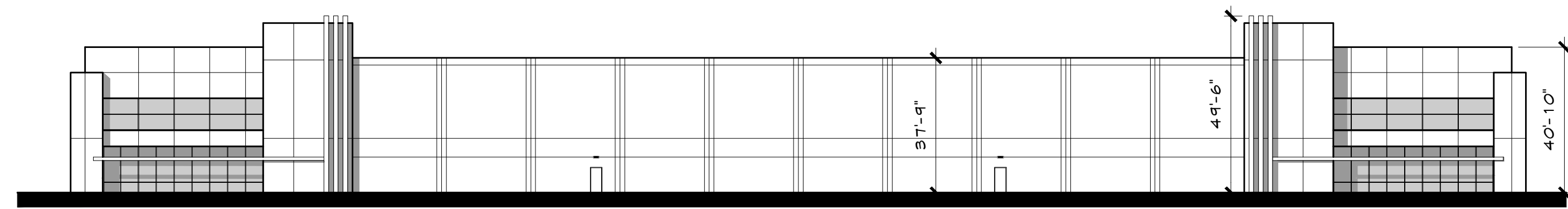
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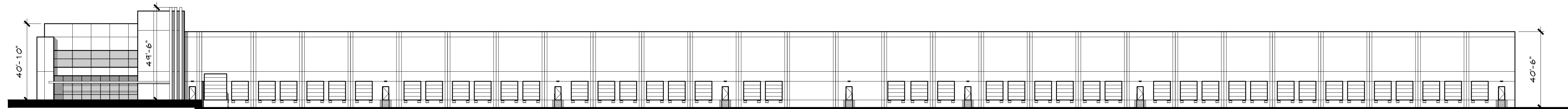
01 SOUTH ELEVATION-BUILDING B



02 EAST ELEVATION-BUILDING B



03 NORTH ELEVATION-BUILDING B



04 WEST ELEVATION-BUILDING B



LANCASTER SITE

LANCASTER, TEXAS

DALLAS COUNTY

HUNTINGTON
INDUSTRIAL PARTNERS A

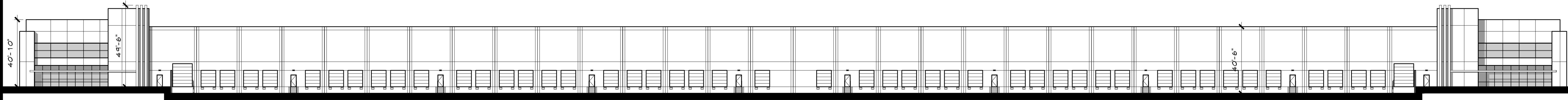
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Dallas, Texas 75225
972.951.9016



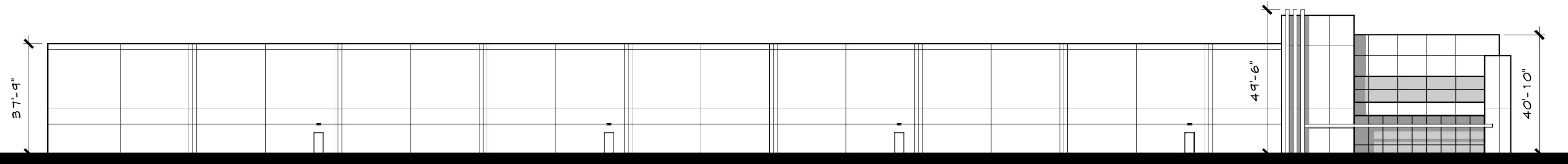
MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
14643 DALLAS PARKWAY
SUITE 630
DALLAS TEXAS 75254
972.580.8880

Job #15-833

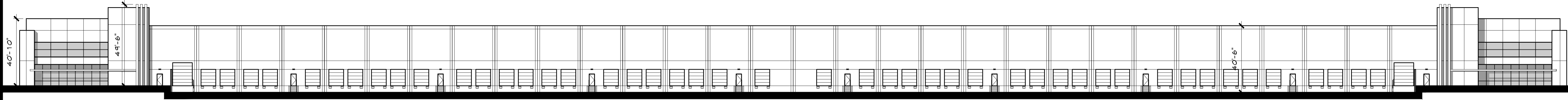
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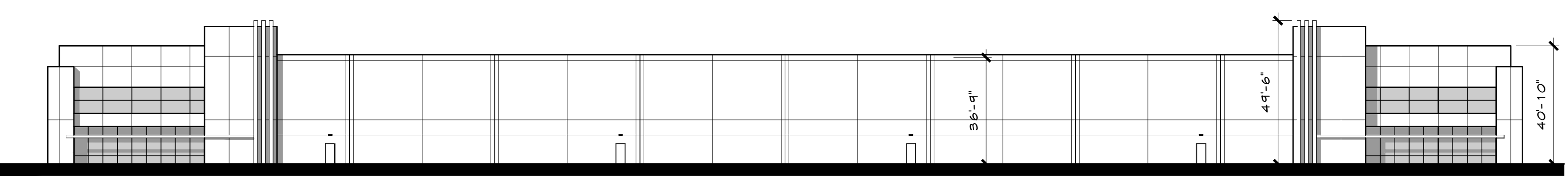
01 SOUTH ELEVATION-BUILDING C



02 EAST ELEVATION-BUILDING C



03 NORTH ELEVATION-BUILDING C



04 WEST ELEVATION-BUILDING C

DALLAS COUNTY

LANCASTER SITE
LANCASTER, TEXAS

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14643 DALLAS PARKWAY
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DALLAS TEXAS 75254
972.580.8980

Job #15-833

SHEET:

SITE PLAN

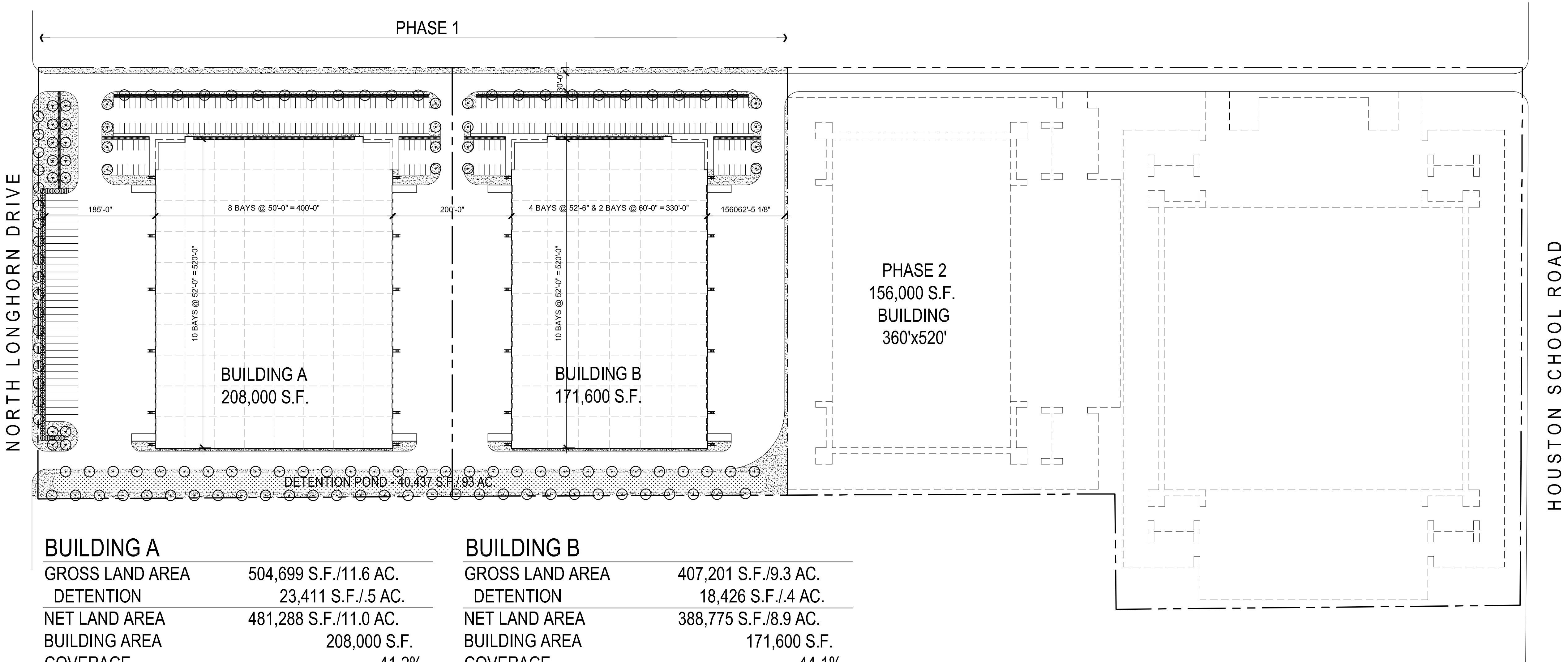
PLANT LIST

TREES					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
60	BC	Bald Cypress	<i>Taxodium distichum</i>	3" cal.	B&B, 13' ht., 4'-8' spread min.
16	CE	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 13' ht., 4'-8' spread min.
36	CP	Chinese Pistache	<i>Pistachia chinensis</i>	3" cal.	B&B, 13' ht., 4'-8' spread min.
62	ERC	Eastern Red Cedar	<i>Juniperus virginiana</i>	8' ht.	B&B, full to base, 8' o.c.
18	LO	Live Oak	<i>Quercus virginiana</i>	3" cal.	B&B, 13' ht., 4'-8' spread min.

SHRUBS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
1156	DBH	Dwarf Burford Holly	<i>Ilex cornuta 'Burfordii nana'</i>	5 gal.	container, full plant, 24" o.c.
750	DYH	Dwarf Yaupon Holly	<i>Ilex vomitoria nana</i>	5 gal.	container, full plant, 24" o.c.

GROUNDCOVERS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		Weeping Lovegrass	<i>Eragrostis curvula</i>	hydromulch	hydromulch, refer to notes
		Common Bermudagrass	<i>Cynodon dactylon</i>	hydromulch	hydromulch, refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.



BUILDING A

GROSS LAND AREA	504,699 S.F./11.6 AC.
DETENTION	23,411 S.F./.5 AC.
NET LAND AREA	481,288 S.F./11.0 AC.
BUILDING AREA	208,000 S.F.
COVERAGE	41.2%
PARKING PROVIDED	144 SPACES
TRAILER STORAGE	32 STALLS

9'x10' O.H. DOCK DOORS	54 DOORS
12'x14' O.H. DOORS W/ RAMPS	4 DOORS

BUILDING B

GROSS LAND AREA	407,201 S.F./9.3 AC.
DETENTION	18,426 S.F./.4 AC.
NET LAND AREA	388,775 S.F./8.9 AC.
BUILDING AREA	171,600 S.F.
COVERAGE	44.1%
PARKING PROVIDED	130 SPACES

9'x10' O.H. DOCK DOORS	54 DOORS
12'x14' O.H. DOORS W/ RAMPS	4 DOORS

BUILDING 'A' AND BUILDING 'B'
TOTAL LAND AREA - 911,900 S.F./20.9 AC
PREVIOUS LAND AREA - 875,911 S.F./20.1 AC.
ADDITIONAL LAND REQUIRED - 35,989 S.F./.83 AC.

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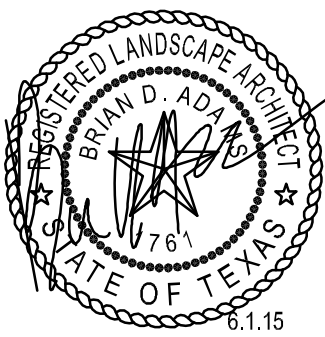
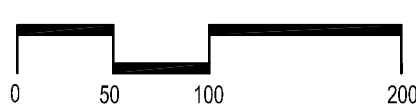
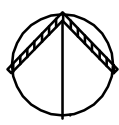
5950 Berkshire Lane
Suite 1250
Dallas, Texas
75225
972.951.9016

06-01-15

L1.00



01 LANDSCAPE SITE PLAN
SCALE: 1" = 100'-0"



smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0565
Email smr@smr-la.com

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Hydromulch Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

- Fine grade areas to achieve final contours indicated on civil plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spalls, etc. shall be removed prior to placing topsoil and any lawn installation.
- Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

PLANT LEGEND

QUANTITY	PLANT TYPE
----------	------------

TREES

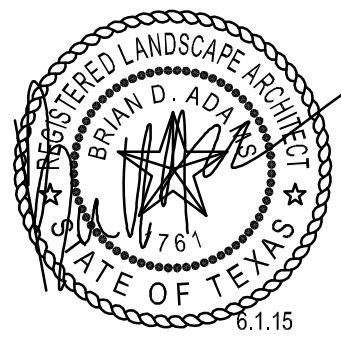
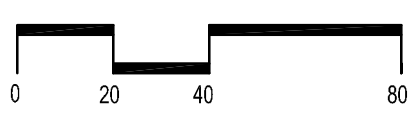
TYPE	COMMON NAME
BC	Bald Cypress
CE	Cedar Elm
CP	Chinese Pistache
ERC	Eastern Red Cedar
LO	Live Oak

SHRUBS

TYPE	COMMON NAME
DBH	Dwarf Burford Holly
DYH	Dwarf Yaupon Holly

01 LANDSCAPE PLAN

SCALE: 1" = 40'-0"



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SECTION 02900 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

Refer to bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs, and grass)
- Bed preparation and fertilization
- Notification of sources
- Water and Maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (200.1) - plant material.
- American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- Texas Association of Nurserymen, Grades and Standards.
- Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project.
- Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project.
- Product Data: Submit complete product data and specifications on all other specified materials.
- Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain as representative samples for final installed plant materials.
- File Certificates of Inspection of plant material by state, county, and federal authorities with Architect, if required.
- Soil Analysis: Provide sandy loam soil analysis if requested by the Architect.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- Landscaping Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- All planting areas shall be conditioned as follows:
 - Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturers recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 - All planting areas shall receive a two (2") inch layer of specified mulch.
 - Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.
- Grass Areas:
 - Areas to be Solid Sod Bermudagrass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.
 - Areas to be Hydromulch Common Bermudagrass: Hydromulch with bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. Use a 4' x 8' batter board against the bed areas.

3.2 INSTALLATION

- Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- Position the trees and shrubs in their intended location as per plan.
- Notify the Landscape Architect for inspection and approval of all positioning of plant materials.
- Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

JOB CONDITIONS

- General Contractor to complete the following punch list: Prior to Landscape Contractor installing any portion of landscape installation. General Contractor shall leave planting bed areas three (3") inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the finish grade of sidewalks, drives, and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- General Contractor shall provide topsoil as described in Section 02200 - Earthwork.
- Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- Maintenance:
 - The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show a healthy growth and satisfactory foliage conditions.
 - Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 - A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be completed prior to written acceptance.
 - After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.
- Guarantee:
 - Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
 - Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including pits in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
 - At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and respected for full compliance with Contractor requirements. All replacements are to be included under "Work" of this section.

- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
- Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition, and there is a stand of grass in all lawn areas. At this time, the Owner will assume maintenance on the accepted work.

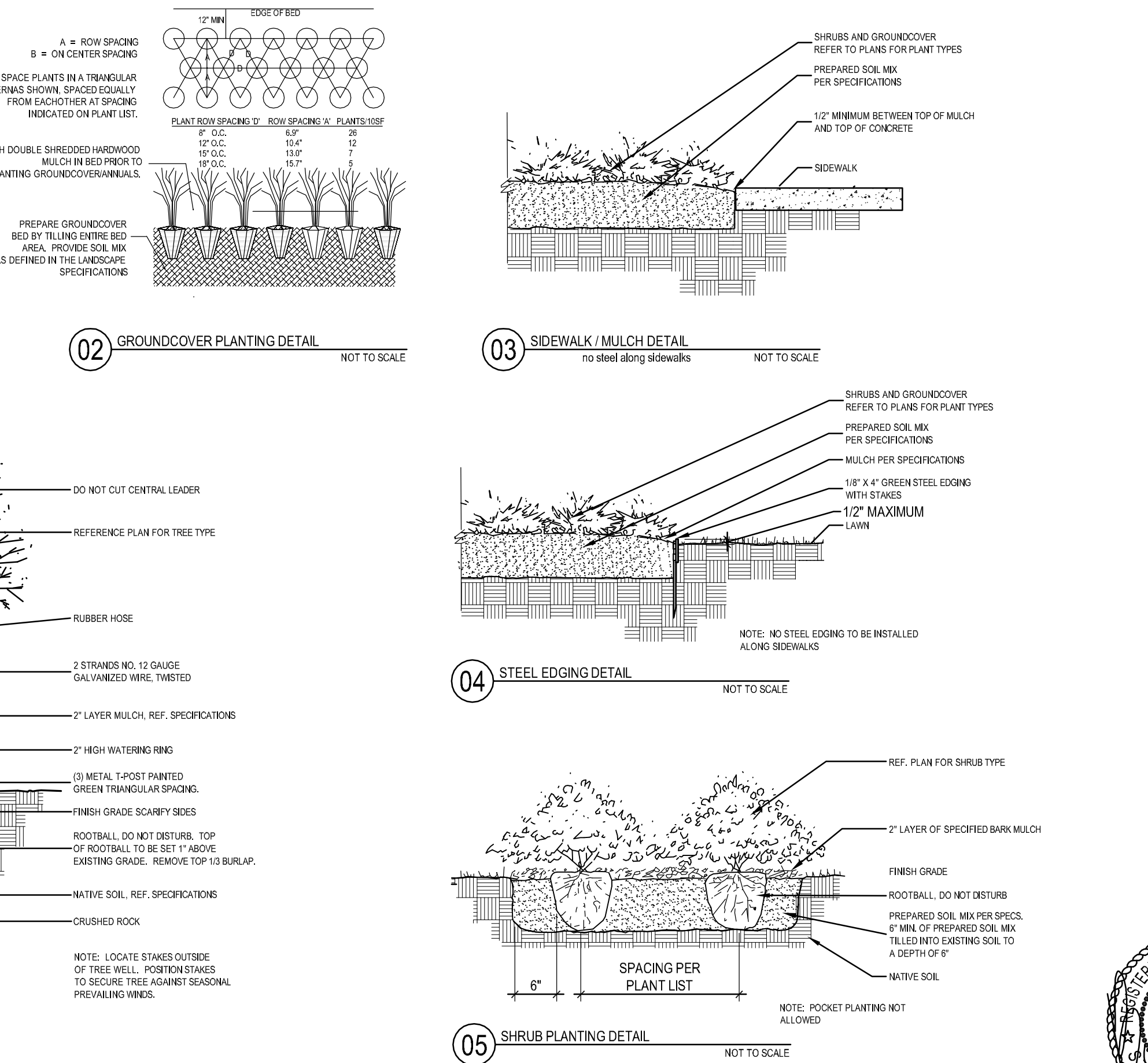
- Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

- General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work.
- Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- Selection of Plant Material:
 - Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will insure the purchased materials will meet and/or exceed project specifications.
 - Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 - Owner and/or Architect shall inspect all plant materials when reasonable at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.
 - Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and latent defects.
 - Owner and/or Architect may reject unsatisfactory or defective material at any time during the process of work. Remove rejected materials from the site immediately. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- Preparation:
 - Balled and Burlapped (BAB) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
 - Container Crown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.



2.2 SOIL PREPARATION MATERIALS

- Sandy Loam:
 1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallagras or Nutgrass shall be rejected.
 2. Physical properties as follows:
 - Clay - between 7-27 percent
 - Silt - between 15-25 percent
 - Sand - less than 52 percent
 3. Organic matter shall be 3%-10% of total dry weight.
 4. If requested, provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
- Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas: Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Sol Building Systems, Dallas, Texas or approved equal.
- Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
- Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.
- Organic Fertilizer: Fertilast, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

- Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulphur and 4% iron, plus micronutrients.
- Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- Steel Edging: Shall be Ryerson "Estate Curbing", 1/8" x 4" with stakes 4" on center.
- Staking Material for Shade Trees:
 1. Post: Studded T-Post, #1 Armo-co with anchor plate, 6'-0" length, paint green.
 2. Wire: 12 gauge, single strand, galvanized wire.
 3. Rubber hose: 2 ply, fiber reinforced hose, minimum 1/2 inch inside diameter. Color: Black.
- Gravel: Washed native pea gravel, graded 1 in. to 1-1/2 in.
- Filter Fabric: Milat 140N by Celanese Fibers Marketing Company, available at Loftland Co., (214) 631-5250 or approved equal.