



Amarillo City Council Regular Meeting

September 17, 2024

3:00 PM

City Hall - Council Chamber

601 S. Buchanan Street, 3rd Floor

Amarillo, Texas 79101

AGENDA

1. **Call to Order**

2. **Public Comment** The public will be permitted to offer public comment on agenda items and items related to City business. Citizens interested in commenting may sign up online at <https://www.amarillo.gov/departments/city-manager/city-secretary/public-address-registration-form>, by calling the City Secretary's office at (806) 378-3014, or in person in Room 303 of City Hall, 601 S. Buchanan. Citizens should sign up at least 15 minutes prior to the scheduled meeting start time.

3. **Agenda Items**

3.A. **PUBLIC HEARING ON FISCAL YEAR 2024/2025 BUDGET:**

This Budget will raise more revenue from property taxes than last year's budget by \$3,654,631 which is a 5.43% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,279,505.

(Contact: Laura Storrs, Assistant City Manager and CFO)

3.B. **PUBLIC HEARING ON TAX INCREASE:**

THE CITY OF AMARILLO IS CONSIDERING A TAX RATE OF \$0.38723, WHICH IS GREATER THAN THE CURRENT RATE.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.63

PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.23.

(Contact: Laura Storrs, Assistant City Manager and CFO)

3.C. CONSIDERATION OF ORDINANCE NO. 8152 ADOPTING THE CITY OF AMARILLO BUDGET FOR THE 2024/2025 FISCAL YEAR

This is the second reading of an ordinance adopting the City of Amarillo budget for the 2024/2025 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year.

(Contact: Laura Storrs, Assistant City Manager and CFO)

3.D. CONSIDERATION OF ORDINANCE NO. 8153 APPROVING THE CITY OF AMARILLO TAX ROLL, SETTING AN AD VALOREM PROPERTY TAX RATE AND LEVYING A TAX ON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY FOR THE 2024 TAX YEAR:

This is the second reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2024 tax year. This ordinance establishes an ad valorem tax rate of \$0.31867 per \$100.00 property valuation for City maintenance and operations expenses and \$0.06856 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.38723 per \$100.00 property valuation.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.63 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.23.

(Contact: Laura Storrs, Assistant City Manager and CFO)

3.E. RATIFICATION – CITY OF AMARILLO TAX RATE AND BUDGET:

Pursuant to the terms of Tex. Loc. Gov. Code, Sec. 102.007(c), the City Council is required to take a separate ratification vote on the tax rate when the adopted budget requires more property tax revenue than did the previous year's budget.

(Contact: Laura Storrs, Assistant City Manager and CFO)

3.F. CONSIDERATION OF RESOLUTION NO. 09-17-24-1

This item considers a resolution ratifying the Meet and Confer Agreement with the Amarillo Police Officers Association; providing for an effective date. (Contact: Andrew Freeman, Deputy City Manager)

3.G. CONSIDERATION OF RESOLUTION NO. 09-17-24-2

This item considers a resolution ratifying the Meet and Confer Agreement with the Amarillo Professional Fire Fighters Association and providing for an effective date. (Contact: Andrew Freeman, Deputy City Manager)

4. Adjourn

Please note: The City Council may take up items out of the order shown on any Agenda. The City Council reserves the right to discuss all or part of any item in an executive session at any time during a meeting or work session, as necessary and allowed by state law. The City Attorney's Office has reviewed the agenda and is of the opinion that all items noticed therein described for open and/or closed session comply with the Texas Open Meetings Act ("Act") and that this opinion may be relied upon by City officials for all purposes, including but not limited to, Section 551.144 of the Act as amended. Votes or final decisions are made only in open Regular or Special meetings, not in either a work session or executive session.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 S. Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations, or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Watch the meeting live: <http://amarillo.gov/city-hall/city-government/view-city-council-meetings>.

I certify that the above notice of meeting was posted on the electronic bulletin board in City Hall, 601 S. Buchanan, Amarillo, Texas, and the City website (www.amarillo.gov) on or before the 14th day of September 2024 at 3:00 p.m. in accordance with the Open Meetings Laws of the State of Texas, Chapter 551, Texas Government Code.

/s/ Stephanie Coggins

Stephanie Coggins, City Secretary



Agenda Transmittal Memo

Date: September 17, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption:

PUBLIC HEARING ON FISCAL YEAR 2024/2025 BUDGET:

This Budget will raise more revenue from property taxes than last year's budget by \$3,654,631 which is a 5.43% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,279,505.

Agenda Item Summary: This is the public hearing on the 2024/2025 budget.

Requested Action: Council hold a public hearing on the budget.

Funding Summary: N/A

Purchasing Summary:

Community Engagement Summary: The City Council met on July 30 and 31, August 1, 2, and 27 to review the proposed 2024/2025 budget. At the July 30th Council meeting, City staff presented an overview of the proposed 2024 tax rate. On August 13, 2024, the City Council discussed the tax rate and approved a motion to consider a \$0.38723 property tax rate. On September 10, 2024, the City Council held a first reading of the ordinances for the new budget and tax rate. On September 10, 2024, the City Council held a first reading of the ordinances for the new budget and tax rate. Public hearings are to be held tonight, September 17, 2024, along with final reading of the ordinances.

Staff Recommendation: No action at this hearing.

Attachments: None



Agenda Transmittal Memo

Date: September 17, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption:

PUBLIC HEARING ON TAX INCREASE:

THE CITY OF AMARILLO IS CONSIDERING A TAX RATE OF \$0.38723, WHICH IS GREATER THAN THE CURRENT RATE.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.63 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.23.

Agenda Item Summary: This public hearing is on the proposed tax rate.

Requested Action: Council hold a public hearing on the tax rate.

Funding Summary: N/A

Purchasing Summary:

Community Engagement Summary: The City Council met on July 30 and 31, August 1, 2, and 27 to review the proposed 2024/2025 budget. At the July 30th Council meeting, City staff presented an overview of the proposed 2024 tax rate. On August 13, 2024, the City Council discussed the tax rate and approved a motion to consider a \$0.38723 property tax rate. On September 10, 2024, the City Council held a first reading of the ordinances for the new budget and tax rate. Public hearings are to be held today, September 17, 2024, along with final reading of the ordinances.

Staff Recommendation: Request that Council conduct a public hearing. No Council action on this item.

Attachments: None



Agenda Transmittal Memo

Date: September 17, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption:

CONSIDERATION OF ORDINANCE NO. 8152 ADOPTING THE CITY OF AMARILLO BUDGET FOR THE 2024/2025 FISCAL YEAR

This is the second reading of an ordinance adopting the City of Amarillo budget for the 2024/2025 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year.

Agenda Item Summary: This is the second reading of the ordinance adopting the City of Amarillo budget for the 2024/2025 fiscal year.

Requested Action: Council approval of the ordinance. The wording on the motion to approve the budget ordinance:

“I move Adoption of Ordinance Number 8152 Adopting the Budget for the Fiscal Year October 1, 2024, through September 30, 2025 for the City of Amarillo.”

A record vote is required for approval of the budget ordinance, with the name and vote of each member officially recorded.

Funding Summary: N/A

Purchasing Summary:

Community Engagement Summary: The City Council met on July 30 and 31, August 1, 2, and 27 to review the proposed 2024/2025 budget. At the July 30th Council meeting, City staff presented an overview of the proposed 2024 tax rate. On August 13, 2024, the City Council discussed the tax rate and approved a motion to consider a \$0.38723 property tax rate. On September 10, 2024, the City Council held a first reading of the ordinances for the new budget and tax rate. Public hearings are to be held tonight, September 17, 2024, along with final reading of the ordinances.

Staff Recommendation: Staff recommendation is to approve the second reading of the ordinance adopting the City of Amarillo budget for the 2024/2025 fiscal year.

Attachments: 1. Ordinance No. 8152 revised

ORDINANCE NO. 8152

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, FOR THE CITY OF AMARILLO; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET; AMENDING VARIOUS TERMS AND PROVISIONS OF THE AMARILLO MUNICIPAL CODE; ADD, MODIFY, INCREASE, OR DELETE VARIOUS FEES AND RATES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Amarillo for the fiscal year October 1, 2024 through September 30, 2025 (hereafter, “fiscal year” or “FY”) has been prepared by the City Manager of the City of Amarillo; and

WHEREAS, all public notices, postings, and hearings required by State law and the City Charter have been duly and legally advertised, published and conducted as required; and

WHEREAS, said budget has been filed with the City Secretary for more than fifteen (15) days immediately prior to the public hearing heretofore held upon said budget; and

WHEREAS, at the public hearing the financial condition, comparative expenditures as filed, and public comments were duly considered;

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

SECTION 1. That the budget as filed with the City Secretary of the City of Amarillo for the fiscal year of October 1, 2024 through September 30, 2025 (hereafter, “the fiscal year”), together with any amendments made upon motion, second, and majority vote during public hearings, is hereby approved, adopted and ratified as the Annual Budget for the City of Amarillo, Texas, for the fiscal year.

SECTION 2. That the number, classification, and designation of each position, as listed in the Annual Budget and incorporated herein by reference, is hereby created, established and

adopted as the official plan for the classified service and unclassified service (managerial schedule and part-time schedule) of the City of Amarillo for the fiscal year. Any classified or unclassified position which is not listed in said Annual Budget is expressly found, after having been examined in budget work sessions to be a surplus position and, in order to increase efficiency of providing service and to reduce expenditures, such position is hereby abolished. The number of authorized positions may be increased by subsequent action if grants or other revenue sources become available during the fiscal year to fund such position(s).

On October 1, 2024, three (3) additional firefighters and one Battalion Fire Chief position will be added to authorized positions and two police sergeant positions will be removed.

SECTION 3. That in accordance with the annual personnel budget for the City, effective January 1, 2025, the City contribution rate to the Texas Municipal Retirement System will be 17.40%. Effective January 1, 2025, the City contribution rate to the Amarillo Firemen's Relief and Retirement Fund will be 20.82%. Effective January 1, 2025, the City contribution rate towards the City's Other Post Employment Benefits (OPEB) liability will be 2.43%. This does not change the amounts contributed by employees each payroll period.

SECTION 4. That, in accordance with the annual budget adopted for the Public Works Department, Chapter 8-3, Article IV, Division 2, Section 8-3-92, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 8-3-92. - Residential collection and disposal.

(a) Residential collection and disposal charges shall be set out as follows:

TABLE NUMBER ONE

<i>Type/Description</i>	<i>Monthly Charge</i>
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(1) One-Family Residence	\$22.90 <u>\$24.18</u>
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- (2) Two-Family Residence with 1 water meter ~~44.92~~ 47.44
- (3) Three-Family Residence with 1 water meter ~~67.38~~ 71.15
- (4) Four-Family Residence with 1 water meter ~~89.75~~ 94.78
- (5) Two-Family Residence, each unit on separate water meter, each unit ~~44.92~~ 47.44
- (6) One-Family Residence and single apartment on 1 water meter ~~22.90~~ 24.18
- (7) One-Family Residence and single apartment on 1 water meter, each unit ~~22.90~~ 24.18
- (8) One-family unit or single-family unit, without alley entrance, where it is necessary to carry out municipal solid waste for more than ten feet but less than 50 feet from the curb, each unit ~~\$39.96~~ 42.20
- (9) One-family unit or single-family unit, without alley entrance, where it is necessary to carry out municipal solid waste for more than 50 feet but less than 100 feet from the curb, each unit ~~\$49.68~~ 52.46
- (10) One-family unit or single-family unit, without alley entrance, where it is necessary to carry out the municipal solid waste more than 100 feet from the curb but less than 150 feet, each unit ~~\$58.32~~ 61.59
- (11) Where adjustments to the carry out rate may be necessary, the Solid Waste Superintendent will make case by case determinations of the need and the appropriate rates.
- (12) One additional curbside container may be provided at no charge to customers requiring more capacity than that provided by one container. Each additional container, beyond the first two, shall be charged for at a rate that is one half of the standard rate as listed in Sec. 8-3-92(a)(1).

SECTION 5. That, in accordance with the annual budget adopted for the Public Works Department, Chapter 8-3, Article IV, Division 2, Section 8-3-93, of the Amarillo Municipal Code is hereby amended to read as follows:

Sec. 8-3-93. - Commercial collection and disposal.

(a) *Table of charges.* Commercial collection and disposal charges shall be based on the size, type and number of containers and frequency of service established for such commercial collection. The monthly charges per container for commercial collection are as set out below:

TABLE NUMBER TWO
Monthly Charge Per Container

	Container Pickups Per Week Not More Than				
Container Volume (In Cu. Yds.)	2	3	4	5	6
Single container charge:					
3	\$94.74 <u>110.56</u>	129.56 <u>151.20</u>	171.53 <u>200.18</u>	213.48 <u>249.13</u>	255.42 <u>298.08</u>
4		218.38 <u>254.85</u>			432.34 <u>504.54</u>
6	160.03 <u>186.79</u>	237.64 <u>277.33</u>	315.11 <u>367.72</u>	393.05 <u>458.69</u>	470.46 <u>549.03</u>

8	<u>173.00</u> <u>201.89</u>	<u>256.90</u> <u>299.80</u>	<u>340.81</u> <u>397.73</u>	<u>424.70</u> <u>495.62</u>	<u>508.73</u> <u>593.69</u>
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SECTION 6. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Section 4-1-3 be and hereby is amended to read as follows:

Sec. 4-1-3. - Application, plan review and permit time limits, cancellations and refunds.

(a) –(b) [NO CHANGE]

(c) *Fee for renewing expired permits.* A permit that has expired by time limitations may be renewed for an additional time period as stated above provided there have been no substantial changes in the plans or scope of work, and upon payment of a renewal fee as follows:

(1)	Not more than sixty (60) days after expiration date:	Sixty-five dollars (\$65.00) <u>(\$68.00)</u>
(2)	Sixty-one (61) to not more than one hundred eighty (180) days after expiration date:	One-half (½) original fee, but not less than sixty-five dollars (\$65.00) <u>(\$68.00)</u>
(3)	More than one hundred eighty (180) days after expiration date:	New application and at full price.

An expired permit that is renewed in accordance with the above, and later expires again due to time limitations shall not be eligible for any subsequent renewal but shall be subject to a new application and fee.

(d) –(h) [NO CHANGE]

SECTION 7. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Section 4-1-4 be and hereby is amended to read as follows:

Sec. 4-1-4. - Late fee; offense.

(a) When work for which a permit is required is begun prior to obtaining such permit, or otherwise receiving approval from the Building Safety Department to begin work, a late fee of ~~two hundred seventy-nine dollars (\$279.00)~~ two hundred eighty-nine dollars (\$289.00) shall be assessed in addition to the required permit fee. A person who fails or refuses to obtain a required permit on a second or subsequent occasion within a twenty-four-month period shall pay a late fee of ~~five hundred fifty-seven dollars (\$557.00)~~ five hundred seventy-six dollars (\$576.00) in addition to triple the required permit fee for each subsequent violation occasion.

(b) [NO TEXT CHANGE]

SECTION 8. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Section 4-1-20 be and hereby is amended to read as follows:

Sec. 4-1-20. - Plan review fee; building permit application.

- (a) *Fees established.* A non-refundable plan review fee shall be paid upon submittal of plans to be reviewed. The valuation shall be either the valuation of a non-residential structure or the square footage for a residential dwelling, as stated by the applicant; or, when in the opinion of the Building Official the stated valuation or footage appears to be materially understated, the valuation or footage may be calculated based on the most recent building data available.
- (1) All non-residential projects: \$ Value x ~~.0013~~ .0014 = Plan review fee: rounded to whole dollars, minimum ~~seventy-eight dollars (\$78.00)~~ eighty-one dollars (\$81.00).
 - (2) Commercial (public or semi-public) swimming pool, spa, public interactive water feature, ~~three hundred ninety-eight dollars (\$398.00)~~ eighty-one dollars (\$81.00).
 - (3) Residential dwelling permit and inspection fees are as shown in the table below, with a ~~seventy-eight dollars (\$78.00) minimum,~~ eighty-one dollars (\$81.00) minimum, or the greater amount calculated as shown in the following table for Residential dwelling projects:

RESIDENTIAL DWELLING PERMIT AND INSPECTION FEES

Fee Type	Fee	Notes	
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New Single-Family Dwelling, Townhome, Two-Family Dwelling (Duplex)	Plan review and Permit \$0.48 <u>\$0.50</u>	Per square foot of all floor area under roof	
Residential Alterations, Garages (residential detached), Carport, Fire Repair (residential), Storage Buildings over 200 square feet	Plan review and Permit \$0.31 <u>\$0.32</u> Minimum Fee - \$130.00 <u>\$135.00</u>	Per square foot of all floor area under roof	
Swimming Pool	Plan Review and Permit Residential - \$293.00 <u>\$303.00</u> Commercial - \$410.00 <u>\$424.00</u>		

Exceptions:

- (1) Projects that require less than one (1) hour review time, that require no additional field investigation, and that may be issued within one (1) workday.
- (2) Preliminary consultations of less than one (1) hour when no plans are submitted for further review.
- (b) A new plan review fee shall be required under the following conditions:
 - (1) When substantial revisions in the scope of the project require additional plan review of more than one (1) hour, then a new plan review fee shall be paid. When additional or revised plans are submitted before the original plans have been reviewed, then no additional fee is required. When substantial revisions in the scope of the project require additional plan review of more than one (1) hour, then a revision fee shall be paid. When additional or revised plans are submitted before the original plans have been reviewed, then no additional fee is required.

Fee schedule

Revision fee ~~.00054~~ .00056

Minimum ~~\$210.00 not to exceed \$5,775.00~~ \$217.00 not to exceed \$5,966.00

(2) – (3) [NO TEXT CHANGE]

SECTION 9. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Section 4-1-21 be and hereby is amended to read as follows:

Sec. 4-1-21. - Building permit and inspection fee schedule.

- (a) [NO TEXT CHANGE]

(b) Building Permit Fee Schedule.

(1) All Nonresidential dwelling Projects: \$ Value x ~~\$0.0036~~ \$0.0037 = Permit Fee:
Rounded to whole dollars.

(2) Minimum Permit Fees (Nonresidential and Residential dwellings):

- a. New construction: ~~One hundred thirty dollars (\$130.00)~~ One hundred thirty-five dollars (\$135.00) plus ~~sixty-five dollars (\$65.00)~~ sixty-eight dollars (\$68.00) times the number of other permits required for electrical, plumbing and HVAC work.
- b. Remodels and Additions: ~~One hundred thirty dollars (\$130.00)~~ One hundred thirty-five dollars (\$135.00) plus ~~sixty-five dollars (\$65.00)~~ sixty-eight dollars (\$68.00) times the number of other permits required for electrical, plumbing and HVAC work.

(3) Other Permits and Inspection Fees (Nonresidential and Residential dwellings):

- a. Certificate of Occupancy review and inspection when not associated with a building permit: ~~\$141.00~~ \$147.00
- b. Recreation of existing Certificate of Occupancy: ~~\$48.00~~ \$50.00
- c. Wrecking permit and Moving permits: ~~\$107.00~~ \$111.00
- d. Permit for the installation of flammable liquids tanks and pumps: ~~\$71.00~~ \$74.00

This includes the fees for electrical and plumbing permits

- e. Residential Re-roofing permit: ~~\$167.00~~ \$173.00
- f. Manufactured home installation: ~~\$212.00~~ \$219.00

This includes the fees for electrical and plumbing permits.

- g. Inspection not otherwise noted above, and those requested after hours, two-hour minimum charge per hour ~~\$102.00~~ \$108.00
- h. Re-inspection: ~~\$65.00~~ \$68.00
- i. Construction and Advisory and Appeals Board application: ~~\$176.00~~ \$182.00
- j. Siding and exterior veneer: Value of project × 0.0032 minimum: ~~\$65.00~~ \$68.00
- k. Expedited Review Fee: Projects: \$ Value x ~~minimum~~ \$585.00 \$605.00
- l. Insulation and energy conservation: value of project x 0.0034 minimum of ~~\$65.00~~ \$68.00
- m. Technology Fee ~~\$12.00~~ \$13.00
- n. Glass/Glazing Permit ~~\$65.00~~ \$68.00
- o. Insulation Permit ~~\$65.00~~ \$68.00
- p. Reserved.
- q. Commercial (public or semi-public) swimming pool, spa, public interactive water feature ~~\$410.00~~

\$424.00

r. Sign permit ~~\$107.00~~ \$111.00

SECTION 10. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article I, Division 2, Section 4-1-30 be and hereby is amended to read as follows:

Sec. 4-1-30. - Fee schedule.

(a) [NO TEXT CHANGE]

(b) *Electrical Permit and Inspection Fee Schedule.*

(1) New Construction and additions to panel service:

- a. Minimum fee: ~~\$65.00~~ \$68.00
- b. Fee for construction taps: ~~\$65.00~~ \$68.00
- c. All 120-volt through 480-volt single-or three-phase services, per ampere: ~~\$0.37~~ \$0.38

(2) Alterations:

- a. Alteration of residential service entrance: ~~\$65.00~~ \$68.00
- b. Alteration of nonresidential service entrance: ~~\$65.00~~ \$68.00

(3) Equipment additions:

- a. Gasoline pump and dispensers, generators and wind generators, transformers, signs, sign transformers, electrical device or opening not listed; each: ~~\$65.00~~ \$68.00
- b. Electrical passenger or freight elevator or dumbwaiter installation, each: ~~\$65.00~~ \$68.00

(4) Inspection fees:

- a. Inspection not otherwise noted above, and those requested after hours, two-hour minimum charge, per hour: \$104.00
- b. Re-inspection fee: ~~\$65.00~~ \$68.00

(5) Technology fee: ~~\$12.00~~ \$13.00

SECTION 11. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article I, Division 4, Section 4-1-40 be and hereby is amended to read as follows:

Sec. 4-1-40. - Heating, Ventilation, and Air Conditioning, HVAC, Permit Fee Schedule.

- (a) [NO TEXT CHANGE]
- (b) *Existing buildings, equipment installations.* For the installation or relocation of HVAC equipment in existing buildings when separate from a project requiring a building permit:
- (1) Commercial hoods, Type I or II, for the first unit: ~~\$65.00~~ \$68.00
For each additional unit: ~~\$13.00~~ \$14.00
- (2) Commercial refrigeration, for the first unit: ~~\$65.00~~ \$68.00
For each additional unit: ~~\$13.00~~ \$14.00
- (3) Commercial cold storage box, for the first unit: ~~\$65.00~~ \$68.00
For each additional unit: ~~\$13.00~~ \$14.00
- (4) Boilers—first 100,000 BTU/hour input: ~~\$65.00~~ \$68.00
Each additional 100,000 BTU/hour input or portion thereof: ~~\$13.00~~ \$14.00
- (c) *Alterations and Equipment Change Outs.* Alterations of or changing out environmental air system equipment when separate from a project requiring a building permit require the following fees:
- (1) Floor heaters, wall furnaces, unit heaters: First unit: ~~\$65.00~~ \$68.00
Each additional unit thereafter: ~~\$13.00~~ \$14.00
- (2) Equipment changeout, per unit: First 5 tons: ~~\$65.00~~ \$68.00
Each additional 5 tons or portion thereof: ~~\$13.00~~ \$14.00
- (3) Relocation, replacement or installation of new duct, chilled water or steam pipes in existing buildings, per square foot of floor area: ~~\$00.032~~ \$00.033
- (d) *Minimum permit:* ~~\$65.00~~ \$68.00
- (e) *Inspections:* Inspections not otherwise noted above, and those requested after hours, two-hour minimum charge per hour: ~~\$104.00~~ \$108.00
- (f) *Re-inspection fee:* ~~\$65.00~~ \$68.00
- (g) *Technology fee:* ~~\$12.00~~ \$13.00

SECTION 12. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article I, Division 5, Section 4-1-50 be and hereby is amended to read as follows:

Sec. 4-1-50. - Plumbing permit fees.

- (a) *Fees established.* Plumbing permit fees shall be as follows.
- (b) *Plumbing Permit Fee Schedule.*
- (1) New construction, additions, and remodeling. The permit fee for a plumbing permit shall be combined with the fees for a building permit, when one is issued on the same project, in accordance with the building code fee schedule.
 - (2) New fixture installations, additions, alterations, and repairs. When there is no building permit issued on the same project where a plumbing installation is made, the plumbing permit fee shall be based on the following schedule:
 - a. Minimum fee for all installations: ~~\$65.00~~ \$68.00
 - b. New Installations and additions per fixture, including but not limited to: bathtub, bidet, dishwasher, drinking fountain, floor drain, garbage disposal, grease interceptor, grease trap, hose bib, lavatory, shower, sink, toilet, urinal, wash rack, washing machine outlet assembly, and water heater: ~~\$8.00~~ \$9.00
 - (3) Repairs and Replacements:
 - a. Replacement of water, gas, or sewer service line: ~~\$65.00~~ \$68.00

When more than one (1) of these service lines are replaced at the same time the fee shall cover all the lines that are installed and inspected at the same time. If the lines are not ready for inspection at the same time, re-inspection fees for additional inspections will be required.

 - b. Water Heater Replacement: ~~\$65.00~~ \$68.00
 - c. Water, sewer, or gas re-piping within a structure and separate from service lines: ~~\$65.00~~ \$68.00
- Plus per plumbing fixture and gas outlet: ~~\$4.00~~ \$5.00
- (4) Medical Gas Installations, minimum: ~~\$65.00~~ \$68.00
- Plus per outlet assembly: ~~\$4.00~~ \$5.00
- (5) Inspection not otherwise noted above, and those requested after hours, two-hour minimum charge per hour: ~~\$104.00~~ \$108.00
 - (6) Re-inspection: ~~\$65.00~~ \$68.00
 - (7) Technology fee: ~~\$12.00~~ \$13.00
 - (8) Minimum permit fee is one hundred and seven dollars (\$107.00) for the first seventy-five (75) heads plus sixty-two cents (\$0.62) per head thereafter.

SECTION 13. That in accordance with the budget of the Building Safety Department the Amarillo Municipal Code, Chapter 4-1, Article II, Section 4-1-110 be and hereby is amended to read as follows:

Sec. 4-1-110. - Registration of contractors; homeowner exemption; fees and requirements.

(a) – (e) [No TEXT Change]

(f) *Registration fee.* To become a registered contractor a fee in the amount of ~~sixty-one dollars (\$61.00)~~ sixty-four dollars (\$64.00) per year shall be paid to the City. All registrations under this section shall expire one (1) year from the date of registration.

(g) *Bond and insurance requirements.* No person engaged as a contractor required to be registered by this section shall be issued a permit for work in the respective category until he has made, executed and delivered to the Building Official either a License and Permit Surety Bond, or a Certificate of Insurance, or both, further described as follows:

(1) License and Permit Surety Bond:

- a. A good and sufficient corporate surety bond, License and Permit Surety Bond, in the amount shown in Table 4-1-110 payable to the City for the use and benefit of either the City, or the property owner for damages as a result of any act or neglect of the principal or his agents or employees; or by reasons of failure to repair any defective work, material or installation; or for failure to pay any fees or other charges due the City; or for failure to remedy any defects or faulty workmanship or material within the time prescribed by the Building Official for the completion of such remedial work, without additional cost to the person for whom the work was done; and guaranteeing compliance with the requirements of the applicable construction codes of all work installed by the principal, his agents or employees.
- b. Claim upon such bond may be filed by either any person damaged by reason of the principal's failure to perform his obligations under the bond, or the City for violation of applicable construction codes.
- c. Suspension or revocation of the registration of the principal shall not by itself affect the liability of either the principal or the surety on such bond.

(2) Certificate of Insurance.

- a. Contractors who are required by the State to be licensed and to maintain liability insurance for that license, must present a copy of their certificate of insurance showing compliance with state regulations. When the state requires liability insurance, no other insurance or bond shall be required by the City to be registered as a contractor under this section.
- b. Contractors who are not required by the State to maintain liability insurance, but who are required by this Chapter to maintain liability insurance, shall provide a

Certificate of Insurance showing the levels of liability insurance coverage in accordance with Table 4-1-110, Contractor Registration Requirements.

- (h) *Table of Contractor Registration Requirements.* The specific requirements for each contractor category are as listed in the following Table 4-1-110, Contractor Registration Requirements:

Table 4-1-110 Contractor Registration Requirements

Contractor Categories	State License or Registration Required	City Registration in Addition to State License or Registration	Annual City Registration Fee	License and Permit Surety Bond	General Liability Insurance
Building Contractor					
General Contractor (fn. 1)	no	yes	\$61.00 \$64.00	none	none
New Residential Contractor (fn. 2)	No	yes	\$61.00 \$64.00	none	none
Residential Remodeling Contr. (fn. 3)	No	yes	\$61.00 \$64.00	\$20,000.00	none
Additional requirements for building demolition	no	any of the above	any of the above	lot clearance bond (fn. 4)	yes (fn. 5)
Electrical Contractor, Master Electrician License (fn. 6)	State Lic.	yes	\$61.00 \$64.00	none	State Required Min.
Glass and Glazing Contractor	no	yes	\$61.00 \$64.00	None	\$500,000.00 (fn. 12)
HVAC Contractor, A and B (fn. 7)	State Lic. (fn. 7)	yes	\$61.00 \$64.00	none	State Required Min.
Insulation Contractor	no	yes	\$61.00 \$64.00	\$20,000.00	\$300,000.00 (fn. 11)
Landscape Irrigator or	State Lic.	yes	\$61.00 \$64.00	\$10,000.00	none

Irrigation Technician					
House Moving Contractor	no	yes	\$61.00 <u>\$64.00</u>	\$10,000.00	none
Plumbing Contractor, Master Plumber License (fn. 7)	State Lic.	yes	none	none	State Required Min.
With Medical Gas endorsement (MGE) (fn. 8)	MGE	yes	none	none	State Required Min.
Commercial Roofing Contractor	no	yes	\$61.00 <u>\$64.00</u>	\$20,000.00	\$1,000,000.00 (fn. 13)
Residential Roofing Contractor	no	yes	\$61.00 <u>\$64.00</u>	\$20,000.00	\$300,000.00 (fn. 11)
Sign Contractor					
Electrical Sign Contractor (fn. 9)	State Lic. (fn. 9)	yes	\$61.00 <u>\$64.00</u>	none	State Required Min.
Non-electrical Sign Contractor (fn. 10)	no (fn. 10)	yes	\$61.00 <u>\$64.00</u>	\$10,000.00	none
Swimming Pool and Spa Contractor	no	yes	\$61.00 <u>\$64.00</u>	\$10,000.00	none
Water Treatment Equipment Installation Contractor	State Lic.	yes	\$61.00 <u>\$64.00</u>	\$10,000.00	none

SECTION 14. The Amarillo Municipal Code, Chapter 8-5, Article I, Section 8-5-1 be and hereby amended as follows:

Sec. 8-5-1. - Definitions.

[Note to codifier: Insert these new definitions in alphabetical order with the existing definitions.]

Food Establishment: A food establishment means ~~an a~~ a retail operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption to include ~~the following, but not limited to:~~ , but not limited to, the following:

(1)-(3) No changes

(4) Any entity that provides food for highly vulnerable/susceptible populations to include, but not limited to, the following: child-care facilities, public and private grade schools, assisted living facilities (ALF), nursing homes, congregate living facilities (eighteen (18) or more residents), hospitals, hospice, rehabilitation facilities, children's homes, food banks, food pantries, and special needs shelters.

(a) No Changes

(5) Food Establishment does not include an establishment less than 200 cubic feet for the total food operation (includes display and storage areas) that provides only single-service, prepackaged foods that are not time/temperature control for safety, a produce stand that only offers whole, uncut fresh fruits and vegetables, a cottage food industry, an area where cottage food is prepared, sold or offered for human consumption, a Bed and Breakfast Limited facility as defined in the Texas Food Establishment Rules, or a private home that receives catered or home-delivered food, a Lemonade stands that only prepare and serve lemonade drinks, liquor stores (alcohol only), beer distribution facilities (alcohol only), licensed child-care homes, and registered child-care homes and distribution facilities (TCS and Non-TCS) that are regulated by Federal or State entities.

(6) No changes

Retail Operation: The sale or conveyance of food for human consumption to the ultimate consumer.

SECTION 15. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-15 is hereby amended to read as follows:

Sec. 8-5-15. – Fees.

(a) *Management of Fats, Oils and Grease Fees:* (No Change)

(b) *Food Hygiene Fees:*

1. No Change

2. Annual permit fee will be based on square footage of the structure or assigned tenant space if within a mall/strip center, or otherwise stated in subsection (b)(3-12)

0 to 15,000 sq ft \$650.00 per establishment

15,001 and Over sq ft \$850.00 per establishment

(3-12) No Change

(c) *Group Care Fees:* (No Change)

(d) *On-Site Sewage Facilities fees:*

(1-6) No Change

7. OSSF Trip fee \$150.00

(e) *Recreational Water Fees:*

(1-3) No Change

~~(4) Certified Pool Technician refresher course, one (1) day course and exam. Course will be offered to those who have taken the initial course and who's certification has yet to expire Fee set by Director of Environmental Health with City Manager Approval~~

(5-9) No Change

(f) *Miscellaneous fees* (No Change)

SECTION 16. The Amarillo Municipal Code, Chapter 12-1, Article I, Section 12-1-4 be and hereby is amended as follows:

Sec. 12-1-4. – Warford Activity Center

(a) Visit and Membership Fees.

	Fee
<u>“Punch and Play” Membership Pass – 3 Punch Pass</u>	<u>\$10.00</u>

(b)-(c) [NO CHANGE]

(d) Room Rental Fees (Non-Operational hours) (2-hour minimum).

Multi-Use Rooms	\$25 <u>30</u> .00 per hour
Kitchen	\$15 <u>20</u> .00 per hour (available only with Room Rental)
Gym	\$25.00 per hour - Half Court
	\$40.00 per hour - Full Court

(e) Other Facility Use Fees.

	Fee
<u>Rental Deposit</u>	
(Refundable) Large Events that include food & beverage	<u>\$100.00</u>
<u>Setup/Takedown fee for tables and chairs</u>	<u>\$100.00</u>
<u>Outdoor Patio</u>	<u>\$30.00</u>
<u>Hourly Full Facility Rental (minimum 2 hour rental)</u>	<u>\$300.00</u>

includes Pool, Full Gym, Game	
Room and 2 multi-purpose	
rooms	
Pool Volleyball Net	
Rental (per rental)	<u>\$10.00</u>

SECTION 17. That, in accordance with the annual budget adopted for the Utility Division, the water rates and charges in Chapter 18-2, Article III, Section 18-2-57 of the Amarillo Municipal Code are hereby amended in part to read as follows:

Sec. 18-2-57. - Monthly rates.

(a) (NO CHANGE)

(b) In addition to the monthly meter charge set forth in subsection (a) above, the following shall apply to the amount of water used in excess of three thousand (3000) gallons per month:

Quantity (gallons)	Inside City per 1,000 Gallons	Outside City per 1,000 Gallons
<i>Residential:</i>		
0—3,000	Minimum Charge	Minimum Charge
3,001—10,000	\$3.46	\$5.19
10,001—30,000	\$4.52	\$6.78
30,001—50,000	\$6.69	\$10.03
Over 50,000	\$7.59	\$11.41
<i>Commercial/Industrial:</i>		
0—3,000	Minimum Charge	Minimum Charge
Over 3,000 3,001 – 10,000	\$3.95	\$5.92
Over 10,000	\$4.15	\$6.23
<i>Irrigation (all service groups)</i>		
0—3,000	Minimum Charge	Minimum Charge
3,001—10,000	\$3.72	\$5.92
10,001—30,000	\$4.52	\$6.78
30,001—50,000	\$6.69	\$10.03
Over 50,000	\$7.59	\$11.41

(c) (NO CHANGE)

SECTION 18. That should any part, portion, section, fee, charge, or expenditure enacted by or contained within either this ordinance or the budget that it adopts, be declared inoperative, unconstitutional, invalid, or void for any reason by a court of competent jurisdiction, then such decision, opinion, or judgment shall in no way affect the remaining portions, parts, sections, fees, charges, or expenditures of either this ordinance or the budget, which remaining provisions shall be and remain in full force and effect.

SECTION 19. That all ordinances, resolutions, and appropriations for which provisions have heretofore been made are hereby expressly repealed to the extent of any conflict with the provisions of this ordinance.

SECTION 20. That the City Manager is authorized to approve transfers between line items in any departmental budget and to make transfers between funds within the budget which will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet unanticipated expenditures within any department, program, or service.

SECTION 21. That this ordinance shall be effective on and after its adoption; provided, however, that the Annual Budget adopted herein, along with fees and charges established herein, shall be effective on October 1, 2024, unless a different effective date is specified for a particular Section hereof.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 10th day of September 2024; and PASSED on Second and Final Reading the 17th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: September 17, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption:

CONSIDERATION OF ORDINANCE NO. 8153 APPROVING THE CITY OF AMARILLO TAX ROLL, SETTING AN AD VALOREM PROPERTY TAX RATE AND LEVYING A TAX ON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY FOR THE 2024 TAX YEAR:

This is the second reading of an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2024 tax year. This ordinance establishes an ad valorem tax rate of \$0.31867 per \$100.00 property valuation for City maintenance and operations expenses and \$0.06856 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.38723 per \$100.00 property valuation.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.63 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.23.

Agenda Item Summary: This is the second reading of the ordinance adopting the City of Amarillo tax rate for the 2024/2025 fiscal year.

Requested Action: Council consideration and approval of the ordinance. The wording on the motion to approve the tax rate ordinance: (Per Texas Tax Code, is required only on the 2nd/final reading; that is:..."on the vote...setting the tax rate." City Attorney recommendation is to use this language on both readings of the ordinance.)

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.38723, which is effectively a 5.63 percent increase in the tax rate."

Funding Summary: N/A

Purchasing Summary:

Community Engagement Summary: The City Council met on July 30 and 31, August 1, 2, and 27 to review the proposed 2024/2025 budget. At the July 30th Council meeting, City staff presented an

overview of the proposed 2024 tax rate. On August 13, 2024, the City Council discussed the tax rate and approved a motion to consider a \$0.38723 property tax rate. On September 10, 2024, the City Council held a first reading of the ordinances for the new budget and tax rate. On September 17, 2024, Council will hold a mandatory public hearing on the 2024 tax rate and on the proposed 2024/2025 budget. (The property tax rate generates the amount necessary to fund the proposed 2024/2025 Budget.)

Staff Recommendation: Staff recommendation is to approve the second reading of the ordinance adopting the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2024 tax year.

Attachments: 1. Ordinance No. 8153 revised

ORDINANCE NO. 8153

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING TAX ROLL; SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF AMARILLO FOR THE TAX YEAR 2024; ESTABLISHING AN EFFECTIVE DATE; REPEALING CONFLICTING ORDINANCES.

WHEREAS, the Chief Appraisers of the Potter and Randall Counties Tax Appraisal Districts have prepared and certified the appraisal roll for the City of Amarillo, Texas, said roll being that portion of the approved appraisal roll from each Tax Appraisal District which lists property taxable by the City of Amarillo within each respective county; and

WHEREAS, the Chief Appraisers of the Potter and Randall Counties Tax Appraisal Districts have performed the statutory calculations required by Section 26.04 of the Texas Property Tax Code and has submitted said rates to the City Council of said City prior to its adoption of this ordinance; and,

WHEREAS, the City has published the no-new revenue tax rate, the voter-approval tax rate, and other information as allowed or required by the Texas Local Government Code, and has fulfilled all other requirements for publication and postings as required by law, in a manner designated to call to the attention of all residents of said City; and,

WHEREAS, the City Council has complied with all applicable posting, hearing, filing, and meeting requirements of Texas law prior to the setting of the tax rate for 2024; and

WHEREAS, a quorum of the City Council is present in a regular meeting open to the public;

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

SECTION 1. That the appraisal roll with the amount of tax calculated thereon by the Tax Assessor Collectors of Potter and Randall Counties is hereby approved.

SECTION 2. That for the year 2024, there is hereby levied on all of the property located in the City of Amarillo, Texas, on the first day of January, 2025, and not exempted from taxation

by the Constitution and Statutes of the State of Texas, an ad valorem tax of \$0.06856 for debt expenses plus \$0.31867 for maintenance and operation expenses (total of \$0.38723, per \$100.00 valuation of all such property to provide revenue for carrying on the City Government and the current expenses thereof. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.63% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$4.23.

SECTION 3. Monies collected pursuant to this ordinance shall be expended in accordance with the ordinance adopting the City of Amarillo budget for fiscal year 2024-2025, and any monies collected which are not specifically appropriated shall be deposited in the general fund.

SECTION 4. All ordinances or parts thereof that conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 10th day of September, 2024 upon a voice roll call vote as follows:

Mayor Cole Stanley	_____
Councilmember Place 1 Josh Craft	_____
Councilmember Place 2 Don Tipps	_____
Councilmember Place 3 Tom Scherlen	_____
Councilmember Place 4 Les Simpson	_____

and PASSED on Second and Final Reading the 17th day of September, 2024 upon a voice roll call vote as follows:

Mayor Cole Stanley	_____
Councilmember Place 1 Josh Craft	_____
Councilmember Place 2 Don Tipps	_____
Councilmember Place 3 Tom Scherlen	_____
Councilmember Place 4 Les Simpson	_____

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney



Agenda Transmittal Memo

Date: September 17, 2024
Council Priority: Fiscal Responsibility
Department: City Manager's Office
Contact Person: Laura Storrs, Assistant City Manager and CFO

Agenda Caption:

RATIFICATION – CITY OF AMARILLO TAX RATE AND BUDGET:

Pursuant to the terms of Tex. Loc. Gov. Code, Sec. 102.007(c), the City Council is required to take a separate ratification vote on the tax rate when the adopted budget requires more property tax revenue than did the previous year's budget.

Agenda Item Summary:

This action ratifies the Council adoption of the 2024 tax rate and the 2024/2025 budget.

Requested Action:

Council consideration and approval of the ratification. The wording on the motion to ratify the budget and tax rate:

"I move that we ratify the Budget and Tax Rate, as adopted for Fiscal Year 2024-25, recognizing such budget will require more revenue from property taxes than did the budget adopted last year."

Funding Summary: N/A

Purchasing Summary:

Community Engagement Summary:

The City Council met on July 30 and 31, August 1, 2, and 27 to review the proposed 2024/2025 budget. At the July 30th Council meeting, City staff presented an overview of the proposed 2024 tax rate. On August 13, 2024, the City Council discussed the tax rate and approved a motion to consider a \$0.38723 property tax rate. On September 10, 2024, the City Council held a first reading of the ordinances for the new budget and tax rate. Public hearings are to be held today, September 17, 2024, along with final reading of the ordinances.

Staff Recommendation:

Staff recommendation is to approve the ratification of the 2024 tax rate and the 2024/2025 fiscal year budget for the City of Amarillo.

Attachments: None



Agenda Transmittal Memo

Date: September 17, 2024
Council Priority: Public Safety
Department: City Manager's Office
Contact Person: Andrew Freeman, Deputy City Manager

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 09-17-24-1

This item considers a resolution ratifying the Meet and Confer Agreement with the Amarillo Police Officers Association; providing for an effective date.

Agenda Item Summary: Texas Local Government Code Chapter 143 allows cities to enter into Meet and Confer Agreements with associations that represent police officers and fire fighters. Texas Local Government Code Section 143.307 provides that a provision in a Meet and Confer Agreement preempts a statute, ordinance, or civil service rule, to the extent that there is a conflict between the two. Without a labor agreement, the working conditions of civil service police officers and fire fighters are governed by Texas Local Government Code Chapter 143. The Amarillo City Council recognizes the Amarillo Police Officers Association as the sole and exclusive bargaining agent for the police officers of the City of Amarillo Police Department.

The City of Amarillo and the Amarillo Police Officers Association are currently on a second multi-year agreement, set to expire on 9/30/2024. Thereafter, the agreement shall remain in effect until the date it is replaced by a successor agreement, or 9/30/2025, whichever occurs first. Agreements typically focus on the following: Base wages; Supplemental pays; Employee benefits; Hiring process; Promotions process; Grievance & arbitration procedures.

Timeline of Negotiations:

Kicked off negotiations on 2/21/24. Additional meetings were held on 3/7/24, 3/20/24, 4/2/24, 4/16/24, 6/18/24, with a final meeting on 8/6/24. Every meeting was open to the public.

Highlights of the new agreement include:

- Cleanup of existing agreement language
- Updating and clarifying promotional exam requirements
- AL-buyback program revisions
- Drug testing policy revisions
- Pay raises of 6%-16% depending on rank
- Reduced steps on the pay schedule
- Added Field training officer pay
- Added fitness pay
- Added language related to recognized holidays
- Added language to review Base Wages and Supplemental Pay sections in August 2025

The new agreement would expire on September 30, 2027.

Requested Action: Consider approval of the resolution.

Funding Summary: Funding for this agreement is included within the 2024/2025 Fiscal Year budget.

Purchasing Summary:

Community Engagement Summary: Kicked off negotiations on 2/21/24. Additional meetings were held on 3/7/24, 3/20/24, 4/2/24, 4/16/24, 6/18/24, with a final meeting on 8/6/24. Every meeting was open to the public.

Staff Recommendation: Staff recommends approval as presented.

Attachments:

1. Resolution No. 09-17-24-1 Resolution meet and Confer APOA 9.17.24 reformatted
2. MC Agmt - 2024 - FINAL 8.30.24

RESOLUTION NO. 09-17-24-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: A RESOLUTION RATIFYING THE MEET AND CONFER AGREEMENT WITH THE AMARILLO POLICE OFFICERS ASSOCIATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the invaluable service that members of the Amarillo Police Department provide for the citizens of Amarillo; and

WHEREAS, the City Council finds that an open dialogue regarding employment concerns of the Amarillo Police Department contributes to the continued success of the department; and

WHEREAS, the City Council desires to formalize its show of support and solidarity with member of the Amarillo Police Department towards the common goal of providing superior public safety for the citizens of Amarillo.

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

SECTION 1. Adoption. The City Council of the City of Amarillo, Texas hereby approves and ratifies the attached Meet and Confer Labor Agreement between the City of Amarillo, Texas and the Amarillo Police Officers Association.

SECTION 2. Effective Date. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on the 17th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

MEET AND CONFER
LABOR AGREEMENT
BETWEEN
CITY OF AMARILLO, TEXAS AND
AMARILLO POLICE OFFICERS
ASSOCIATION

EXPIRES
SEPTEMBER 30, 2027

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ARTICLE 1 DEFINITIONS

The following definitions apply to terms and acronyms used in this Agreement unless a different definition is required by the context in which the term or acronym is used.

1. “Agreement” refers to this Meet & Confer” agreement between the City of Amarillo and the Amarillo Police Officers Association.
2. “Civil Service Act” or “CSA” refers to the Fire and Police Civil Service Act, Texas Local Gov’t Code Chapter 143.
3. “Civilian Employee” means an employee of the Police Department other than the Police Chief and Police Officers, as authorized by the Civil Service Act and this Agreement.
4. “Officer” or “Police Officer” means a bargaining unit employee covered by this Agreement.
5. “Recruit” means an employee of the Police Department, in the Police Academy, from date of employment to the date of rank as a sworn officer. For promotional purposes, a recruit transitions to a police officer after he/she is sworn in. For pay scale designation, an employee remains at the recruit level until he/she has 1-year of employment from date of hire.

ARTICLE 2 RECOGNITION

The City recognizes the Association as the exclusive bargaining agent for a bargaining unit consisting of all Police Officers. The bargaining unit does not include the Police Chief or Civilian Employees.

ARTICLE 3 MANAGEMENT RIGHTS

Except as specifically modified by the terms of this Agreement, the City retains and does not waive its pre-existing management rights under applicable law.

ARTICLE 4 ASSOCIATION RIGHTS

Section 1. Payroll Deductions.

A. **Dues Deductions.** The City agrees to deduct Association membership dues from an Association member’s pay and pay such dues to the Association upon receipt of a “Dues Deduction Authorization” form voluntarily and individually authorized, signed, and dated by the member. The member’s authorization shall remain in effect until terminated in writing by either

the member or the Association. The monthly amount of Association membership dues will be an amount consisting of the monthly CLEAT dues plus the amount equal to one half the hourly base rate of pay for a Recruit level Amarillo Police Officer. The form to be used for this purpose is set forth in Appendix "A-1" to this Agreement. The City agrees to increase the amount of membership dues deducted, without requiring the member to execute a new Dues Deduction Authorization Form, upon written signed notice from the Association's President that the Association's membership_dues deduction amount has been increased in accordance with the Association's Constitution & Bylaws.

B. **Administrative Fee.** The City reserves its statutory right under Tex, Local Gov't Code Section 141.008 to charge a reasonable administrative fee from each participating Association member to reimburse the City for the administrative cost of collecting, accounting for, and dispersing the membership dues, per state statute.

Section 2. Association Business Leave ("ABL").

A. **Creation of ABL Pool.** At the beginning of each Fiscal Year covered by this Agreement, the City shall assess from each Association member one half (½) hour of accrued vacation leave time to be placed in an Association Business Leave ("ABL") Pool. Any hours remaining in the ABL Pool as of the end of a fiscal year will be carried forward into the next fiscal year. At the start of each fiscal year, the City will provide the Association with a report of the ABL hours available to it for the coming fiscal year.

B. **ABL Usage.** The Association shall be allowed to debit the ABL Pool during the calendar year when Association officers or designees need to engage in any of the following activities during their regularly scheduled work hours:

- administer the Agreement;
- attend Association Board meetings;
- conduct Association elections;
- represent the Association at other meetings or events;
- represent Police Officers at disciplinary hearings, grievances, or other job-related meetings;
- meet with Police Officers to investigate or discuss possible disciplinary actions or grievances;
- engage in any business associated with this Agreement.

With the exception of the Association President, Police Officers may not use ABL for the purpose of engaging in partisan political activities, or political activities in which the City has an adverse interest. Where possible, the Association shall provide the Chief with 48 hours advance notice of the need for ABL, including the name(s) of the Association official/designee(s), the estimated amount of time needed, and the nature of the Association business involved. If it is not possible to provide 48 hours' notice, the Association will provide as much advance notice as possible under the circumstances. The Chief or their designee has the right, which shall be exercised in good faith, to deny requests for ABL leave that do not comply with this Article, or when there exists a department or public need for staffing that is inconsistent with approval.

C. **Meet and Confer Negotiations.** The Association may also use ABL for purposes of negotiating a successor to this Agreement. The Association President will designate up to six (6) Association members as the Association Negotiating Team (ANT). During their regular work hours, ANT members will be excused from duty and allowed to use ABL Pool time to attend collective bargaining sessions and meetings to prepare for such collective bargaining sessions.

Section 3. Indemnification.

The Association agrees to defend, indemnify, and hold harmless the City against any and all claims made by officers, whether in a grievance, before any administrative body, or a judicial body, including any attorney's fees, expenses and costs, based upon deductions made by the City in fulfilling its duties under this Article.

ARTICLE 5 BASE WAGES

Police Officers will be entitled to the base wages shown in the charts below, subject to the provisions of Funding Article 17, commencing with the first full pay period following October 1 of the respective fiscal year.

Rank	Years in Rank	FY '24-'25
Police Officer	Recruit	\$70,046
	1	\$74,249
	2	\$77,961
	3	\$81,859
	4	\$85,952
	5+	\$90,250
Corporal	Entry	\$91,152
	1	\$92,064
	2	\$92,984
	3	\$93,914
	4	\$94,853
	5+	\$95,802
Sergeant	Entry	\$100,592
	1	\$101,598
	2	\$102,614
	3	\$103,640
	4	\$104,677
	5+	\$105,723

Lieutenant	Entry	\$111,009
	1	\$112,120
	2	\$113,241
	3	\$114,373
	4	\$115,517
	5+	\$116,672
Captain	Entry	\$122,506
	1	\$123,731
	2	\$124,968
	3	\$126,218
	4	\$127,480
	5+	\$128,755

The pay rate provided in any one fiscal year is subject to the operation of Article 17 (Funding of the Agreement).

In any fiscal year in which those salary increases are provided, the Association agrees it will not initiate or support:

- a pay raise petition under Texas Local Gov't Code §141.034, or
- any proposed Charter amendment or initiative election that would provide for any additional increase in wages.

If, through operation of the funding provisions of Article 17, the salary increases are not provided, the Association remains free to otherwise seek a pay raise, whether through a §141.034 election or by means of a proposed Charter amendment or initiative election. However, if any salary increase petition is filed, the effect of such action will be to nullify both parties' obligations under this Agreement.

ARTICLE 6 SUPPLEMENTAL PAYS

Section 1. Shift Differential Pay

Effective the first fiscal year following the execution of this Agreement, each Police Officer regularly assigned to work a shift other than the Day Shift (i.e. Evening & Night Shifts) or to a Day Shift which regularly includes a Saturday or Sunday workday will be paid Shift Differential Pay in the amount of 3.0% of the Police Officer's base salary.

Section 2. FTO Pay

Effective the first fiscal year following the execution of this Agreement, current FTO's will receive \$100 per day while training a recruit officer.

Section 3. Fitness Pay

Effective the first fiscal year following the execution of this Agreement, Police Officers will receive fitness pay in the amounts prescribed in the following scale. The amount paid to each officer is based on the current percentage achieved on the Concept 2 row test taken annually. The percentage score applies to any of the three tests chosen by the officer, which are currently the 2000m row, the 500m row, or the 4:00 minute test. Those percentage scores are based on different factors depending on which test is taken, but include gender, age, and weight.

- 70% - \$350
- 71% - \$365
- 72% - \$380
- 73% - \$395
- 74% - \$410
- 75% - \$425
- 76% - \$440
- 77% - \$455
- 78% - \$470
- 79% - \$485
- 80% - \$500
- 81% - \$515
- 82% - \$530
- 83% - \$545
- 84% - \$560
- 85% - \$575
- 86% - \$590
- 87% - \$605
- 88% - \$620
- 89% - \$635
- 90% - \$650
- 91% - \$665
- 92% - \$680
- 93% - \$695
- 94% - \$710
- 95% - \$725
- 96% - \$740
- 97% - \$755
- 98% - \$770
- 99% - \$785
- 100% - \$800

Section 4. Education and Certificate Pay

During the life of this agreement, the City shall continue to pay Police Officers no less than the current incentive pays for TCOLE certification and higher education, as exists in the prior Fiscal Year.

ARTICLE 7 EMPLOYMENT BENEFITS

Section 1. Medical (Health) Insurance

The City will furnish to each bargaining unit employee, the same accident and medical insurance coverage, on the same terms, conditions, and costs as is equivalent to what the City provides to the City's civilian employees at any given time. In addition to such coverage, the City, at its own determination, may offer a medical insurance coverage option with enhanced benefits at an additional cost to the employee. The City reserves the right to elect, purchase and implement a medical insurance plan that serves the best interests of the City and its employees.

Section 2. Retirement Contributions.

During the life of this Agreement the City will establish and make contributions to the Texas Municipal Retirement System ("TMRS"), in accordance with the statutory provisions and authority for that system.

Section 3. Legal Defense.

The City will provide a defense to any Police Officer in connection with the lawful performance of his/her duties, in accordance with the provisions of City Ordinance 6720, the current litigation handling guidelines, and any state law requirements.

Section 4. Annual Leave Buyback Program

Subject to the provisions of Article 17 Funding, and to budget appropriation by the Amarillo City Council for each year of this Agreement, and only in such year, the City will buy back at the officer's discretion 40 unused annual leave hours, at the officer's hourly base wage rate of pay provided that the officer has more than 5 years of continuous service in the Amarillo Police Department. In years ALB is approved, eligible employees may begin exercising this policy starting November 1 through September 1 of the fiscal year. The employee will make the request on a form provided by the City; and the officer has a balance after the buyback of not less than 80 hours accumulated annual leave.

ARTICLE 8 HOURS OF WORK & OVERTIME PAY

Section 1. Overtime Pay.

Police Officers will receive overtime compensation in accordance with state and federal law.

Section 2. Call-Back.

Police officers who are called back to work during non-duty hours, will be paid at one and one-half times their regular rate of pay for all such hours worked, with a minimum of two hours.

Section 3. Holiday Hours.

The City designates Recognized Holidays for all city staff. Essential personnel, to include police officers, may be required to work on Recognized Holidays. In lieu of designated holidays, the City will add a bank of Holiday Hours to a Police Officer's leave bank to be used at their discretion. This bank of hours will reflect all the Recognized City Holidays for each Fiscal Year. The bank of Holiday Hours will be treated as the City's "floating holidays" and must be taken for the Fiscal Year that they are credited. These hours will not be included in the officers' bank of Annual Leave hours and will not carry over from one year to the next. City and Association members shall coordinate to finalize the logistics and final parameters of this program within the payroll software with a goal of implementing October 1, 2024, but no later than January 1, 2025.

ARTICLE 9 MODIFIED HIRING PROCESS FOR LATERAL ENTRY OFFICERS (LEO)

The Chief shall establish requirements for applicants for lateral hiring from other law enforcement agencies. The requirements need not be the same as those established by the Civil Service Act or those applicable to applicants for the position of recruit in the regular training academy. The requirements may be modified by the Chief of Police but shall include at least the following:

- A. At the time of application, each LEO applicant must:
 - 1. be employed within the last 180 days as a full-time paid police officer for a municipal, county, or state law enforcement agency that handles a full array of police work such as responding to all types of calls for law enforcement services.
 - 2. be no less than 21 years old at the time they apply to be hired as a LEO.
 - 3. have obtained
 - a. High School Diploma, or
 - b. GED plus 12 hours of college credit
- B. The Chief or designee at their sole discretion may deny the application of any LEO applicant.
- C. The Chief will take the necessary steps to make sure out-of-state applicants accomplish the required hours and learn the necessary curriculum to receive a Texas Peace Officer License from TCOLE. In-state applicants must possess TCOLE certification at the time of appointment.

- D. The Chief shall establish the selection criteria and procedures for the modified hiring process, consistent with this agreement. Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.
- E. The Chief shall establish the training requirements for a modified training academy. All applicants hired through the modified hiring process must successfully complete the modified training academy. The Chief may choose to send any applicant through the full Amarillo Police Academy, or any additional training as deemed to be necessary.
- F. All applicants will serve a probationary period from the date of hire until completion of the modified training academy and one year following being commissioned as an Amarillo Police Officer. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to a temporary physical or mental impairment or condition, such as pregnancy, or temporary on duty injury, the Department may either terminate the employee or suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. This provision does not override or modify any other rights or privileges of the officer independent of the Civil Service Act. During the probationary period, a probationary employee may be terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.
- G. Upon completion of training academy requirements, each applicant will be assigned to a Field Training Officer (FTO) for a minimum of 16 weeks unless an exception is granted based on a recommendation of the FTO, the Uniform Division Captain, and approved by the Chief or designee.
- H. Regardless of any rank or position the officer previously held in another law enforcement agency, an applicant who successfully completes the modified training academy will be placed in the classification of Police Officer.
- I. The base pay rate for lateral hires will be compensated in accordance with the applicant's years of experience up to the Police Officer Step 6 (5+ years' experience) rate of pay of the structured pay plan in effect at the time of hire. The Chief of Police will determine the appropriate step base pay based on a comparable level of police officer experience of the lateral hire. Subsequent step increases for the lateral hire will continue from the initial lateral entry step, plus time added from the date of hire. Upon successful completion of the FTO training program, a lateral entry hired at Police Officer Step 2 (1 year of experience) or higher will be awarded 40 hours of annual leave.

- J. Seniority for purposes of longevity pay, and for selection of annual leave and days off as per APD General Order 3.11, shall begin when the officer is hired by the City of Amarillo Police Department.
- K. Lateral applicants shall take a written examination prior to being hired. In devising the lateral hiring process, the Chief shall utilize the services of a third-party vendor who is testing professional. The third-party vendor will certify that the lateral process used is valid in accordance with accepted professional standards (e.g., the Society for Industrial and Organizational Psychology's *Principles for the Validation and Use of Personnel Selections Procedures* (SIOPS)).
- L. In the event of any litigation contesting the interpretation, application or validity of provisions in this Article, the City will provide a joint defense to the Association, using counsel of its choosing. If the Association chooses to retain its own independent counsel those costs will be borne by the Association.

ARTICLE 10 PROMOTIONS

- A. Promotional candidates will be promoted to non-entry police officer classifications in accordance with the requirements of the Civil Service Act, except as modified by this Agreement.
 - 1. A police officer is eligible to test for the rank of Corporal when he/she has reached two years of service from the date of their commission as an Amarillo Police Officer, prior to or on the date of the test. An officer's commission is defined as the date he/she was sworn in as an Amarillo Police Officer. The promotional system for Corporal will be a written test consistent with Chapter 143.
- B. Alternative Promotion System
 - 1. For the rank of Sergeant, an alternative promotional system will be used. The system will be comprised of a written test and an assessment center, each weighted 50%. The assessment center will consist of an oral board. That board will consist of a six-person panel. The panel will have three assessors from within the department, and three assessors from outside the department.
 - 2. For the rank of Lieutenant, an alternative promotional system will be used. The system will be comprised of a written test and an assessment center, each weighted 50%. The assessment center will consist of an anonymous written exercise and an oral board. That board will consist of a six-person panel. The panel will have three assessors from within the department, and three assessors from outside the department.
 - 3. For the rank of Captain, an alternative promotional system will be used. The system will be comprised of a written test and an assessment center, each weighted 50%. The system

may be comprised of a written test and an assessment center. The assessment center will consist of an anonymous written exercise, a topic-specific presentation, and an oral board. That board will consist of a six-person panel. The panel will have three assessors from within the department, and three assessors from outside the department. A candidate for the rank of Captain may receive additional points added in the assessment center portion of the promotional process for a bachelor's degree, master's degree, or PhD from an accredited university recognized under Council for Higher Education Accreditation or United States Department of Education. The weight for additional points awarded will be decided by the Chief of Police, and such weights known prior to or at the posting date of the test.

- C. Any written examination process will be conducted in accordance with the procedures set forth in Chapter 143.
- D. In the event of any litigation contesting the interpretation, application or validity of provisions in this Article, the City will provide a joint defense to the Association, using counsel of its choosing. If the Association chooses to retain its own independent counsel those costs will be borne by the Association.

ARTICLE 11 GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Purpose.

A. "Grievance" defined. A grievance is defined as a dispute concerning the interpretation, application, or alleged violation of the terms of this Agreement. Only such labor agreement disputes are subject to this article, and other workplace issues may not be submitted to the grievance procedure, including arbitration, for resolution.

B. Exclusion of Disciplinary Actions. This grievance procedure does not apply to Police Officer appeals of discharges, disciplinary suspensions, demotions, promotional bypasses, and promotional examination appeals, which shall be governed by the procedures set forth in the Civil Service Act as modified by this Agreement and are not subject to the contract grievance procedure.

Section 2. Initiation of Grievances.

A. Association & Police Officer Grievances. Each grievance shall be submitted to the Association Grievance Committee on the form attached to this Agreement as Appendix "B." Each written grievance must include: (1) a brief statement of the grievance and the facts or events on which it is based; (2) the sections(s) of the Agreement alleged to have been violated; (3) the remedy or adjustment sought, (4) the Police Officer's signature; and (5) the date the grievance was filed with the Association Grievance Committee. If the grievance is filed on behalf of the Association, the signature to be included is that of the Grievance Committee Chair or Association President. If the grievance involves an issue affecting more than one Police Officer, it may be filed as a "Class Action" grievance by so noting on the grievance form (Appx. B). Either the Police Officer or

Association Grievance Committee may add this designation.

B. City Grievances. Each grievance shall be submitted to the Association President on the form attached to this Agreement as Appendix “C.” Each written grievance must include: (1) a brief statement of the grievance and the facts or events on which it is based; (2) the sections(s) of the Agreement alleged to have been violated; (3) the remedy or adjustment sought, (4) the signature of the appropriate City representative; and (5) the date the grievance was filed with the Association Grievance Committee.

Section 3. Grievance Procedure: Association & Police Officer Grievances.

A. Step 1 - Informal Attempt at Resolution.

In order for the City to have notice and an opportunity to correct any unintentional violations of this Agreement, a Police Officer (or his/her representative) who is aggrieved should, where appropriate, seek to informally resolve a grievance with his/her supervisor, who may direct the issue to someone else in the Chain of command, if necessary for resolution.

B. Step 2 - Association Grievance Committee.

A Police Officer seeking relief must file the grievance with the Association Grievance Committee within 21 calendar days of the date that s/he knew or should have known of the facts or events giving rise to the grievance. The Association Grievance Committee will determine if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, no further proceedings are necessary. If the Association Grievance Committee determines that the grievance is valid, it shall so notify the Police Chief, and forward the completed grievance form (Appx. B) to the Police Chief. The Association Grievance Committee will complete its processing of the grievance within 14 days after it receives the grievance.

C. Step 3 - Police Chief.

When the Police Chief receives a grievance found to be valid from the Association Grievance Committee, s/he may, but is not required to, conduct a grievance meeting with the grievant and Association representative(s). The Police Chief shall submit his/her response in writing to the Association Grievance Committee within 14 calendar days after receiving it.

D. Step 4 - City Manager.

The Association Grievance Committee shall have 14 calendar days following its receipt of the Police Chief’s written decision to submit the grievance to the City Manager. The City Manager may, but is not required to, conduct a grievance meeting with the grievant and Association representative(s). The City Manager shall submit his/her written response to the Association Grievance Committee within 14 calendar days of receiving the grievance.

E. Step 5 – Mediation. The parties will mutually select a mediator and seek to resolve

the matter by negotiation in this manner, prior to seeking a decision by a third-party arbitrator.

F. Step 6 - Arbitration.

The Association Grievance Committee shall have 14 calendar days after it receives the City Manager's written decision to submit the matter to arbitration. The Association will provide written notice to the City Manager of its intent to arbitrate.

Section 4. Grievance Procedure: City Grievances.

A. Step 1 – Informal Attempt at Resolution.

In order for the Association to have notice and an opportunity to correct any unintentional violations of this Agreement, the City, by and through its representatives, should where appropriate seek to informally resolve a grievance with the appropriate Association officials.

B. Step 2 – Action by the Association Grievance Committee.

The City, acting through its designated representative(s), must file the grievance with the Association Grievance Committee within 21 calendar days of the date that the City knew or should have known of the facts or events giving rise to the grievance. The Association Grievance Committee may, but is not required to, conduct a grievance meeting with the City representative(s). The Association Grievance Committee will submit its written response to the City Manager within 14 calendar days of receiving the grievance.

C. Step 3 – Mediation. The parties will mutually select a mediator and seek to resolve the matter by negotiation in this manner, prior to seeking a decision by a third-party arbitrator.

D. Step 4 – Invocation of Arbitration.

The City Manager shall have 14 calendar days after s/he receives the Association Grievance Committee's written decision to submit the matter to arbitration. The City Manager will provide written notice to the Association President of the City's intent to arbitrate.

Section 5. Arbitration Procedure.

A. Arbitrator selection; setting hearing. If a grievance is submitted to arbitration, the City and Association may mutually agree to a neutral arbitrator. If the parties are unable to do so after 5 calendar days, either may request a list of 7 arbitrators from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The party requesting a list of arbitrators will provide a copy of the request to the other party. Within 10 calendar days following receipt of the list of arbitrators, the parties shall select an arbitrator by alternately striking names from the list. The party required to strike first will be determined by coin flip. When only one name remains, that person shall serve as the arbitrator. The parties will promptly notify the AAA or FMCS of the arbitrator's selection. The AAA or FMCS will notify the chosen arbitrator who, together with the parties' representatives, will select a time, place and

date for the arbitration hearing.

B. Arbitration hearing & decision. The following procedures will govern the conduct of the arbitration hearing.

- The hearing will be conducted informally, and the strict rules of evidence or pleadings shall not apply.
- The parties will cooperate in the exchange of exhibit and witness lists at least 10 days prior to any hearing, and any disputes which may arise shall be presented to the Arbitrator in writing (who may set a phone conference) for resolution in a timely manner.
- Either party may request that a transcript of the hearing be made at its own expense. However, a copy of the transcript will be provided to the arbitrator only if agreed by the parties, in which case the cost of the transcript will be borne equally.
- Each party shall be responsible for the cost of the attendance of its witnesses at a contract grievance hearing. However, on-duty Police Officers needed by either party as witnesses will be released from duty for the time needed to testify without loss of pay.
- Within thirty (30) calendar days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and City.
- The losing party shall pay all the arbitrator's fees and expenses. The arbitrator's written opinion shall designate the losing party for purposes of this requirement. If the arbitrator determines that both parties lost in part, s/he will apportion fees and expenses accordingly.

C. Arbitrator's Authority. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement(s) thereto. The arbitrator shall have no authority to add to, subtract from, or modify the applicable provisions of this Agreement in arriving at a decision on the issue or issues presented.

Section 6. Enforcement of Grievance/Arbitration Procedure Time Limits.

A. For the purpose of this Article only, if the due date for any response or notice falls on a Saturday, Sunday, or City-observed holiday, then the due date will extend to the next day that is not a Saturday, Sunday or City-observed holiday.

B. All time limits set forth in this Article must be strictly observed unless extended by mutual consent. Failure of the grieving party to comply with the time limits set forth, absent legitimate excuse, will constitute abandonment of the grievance, and no further action may be taken. Failure of the non-grieving party to respond within the time limits, absent good cause, will constitute a denial of the grievance effective the last date of the response period, and the grieving party may proceed to the next step of the grievance procedure.

Section 7. Arbitrator's Ruling Binding; Election of Remedies.

The arbitrator's decision as to matters properly grievable under this Article is final and binding on the parties. The parties understand and agree that filing a grievance concerning a matter properly grievable under this Article constitutes an election of remedies. Any appeal of an

arbitrator's decision shall be strictly and solely limited to the following grounds:

- that the arbitrator exceeded his/her authority as provided under this Agreement;
- that the arbitrator's decision was procured by fraud, collusion or other unlawful means; or
- that the arbitrator's decision represents a clear and manifest error of law.

ARTICLE 12 CIVILIAN EMPLOYEES

Section 1. Civilian Positions approved.

The City and Association agree that civilian employees (i.e., non-Police Officers) may continue to perform the job duties or functions they currently perform during the life of this Agreement.

Additionally, the City and Association agree that the Police Chief may hire civilian employees (i.e., non-Police Officers) to perform job duties or functions within the department that do not require certification or licensure as peace officers by the Texas Commission on Law Enforcement. However, this authority does not allow the Chief to use civilian employees to fill positions the Civil Service Act requires to be classified.

Section 2. Conditions.

The City agrees that:

- A. the City will not permit civilian employees to perform any job duties or functions that the Civil Service Act requires to be performed by sworn personnel;
- B. the City will not allow civilian employees to supervise Police Officers.

ARTICLE 13 PREEMPTION OF CIVIL SERVICE & OTHER PROVISIONS

To the full extent permitted by the applicable Meet and Confer Statute, the terms and provisions in this Agreement preempt and override all contrary, inconsistent or incompatible provisions in civil service rules, city policy, city ordinance, and state law, including but not limited to any provisions in Chapters 141, 142 and 143 of the Texas Local Government Code, to the extent such provisions are inconsistent.

ARTICLE 14 ENTIRE AGREEMENT

A. Except as explicitly provided herein, the parties may amend this Agreement during its term only by written mutual agreement ratified in accordance with the provisions of Texas Local Government Code Chapter 142.

B. The parties may mutually agree to corrections or clarifications by Memorandum of Agreement with the authority of Association's Board of Directors and the City's City Manager.

ARTICLE 15 MAINTENANCE OF STANDARDS

Section 1. Preservation of Existing Policy.

All Police Officer economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Police Department, pursuant to written policy of the department or the City of Amarillo, on the date of this Agreement, but which are not specifically mentioned in or modified by this Agreement, shall remain unchanged for its duration.

Section 2. Disciplinary Procedure and Officer Rights.

All substantive officer due process and procedural rights set forth in the APD Rules and Regulations shall continue during the term of this Agreement. The Chief shall have the right to make changes in the organization, structure, assignment, duties of personnel, and otherwise, provided that the changes do not modify any substantive officer rights. The Chief will provide the Association advance notice of such procedural changes, and an opportunity to meet and confer in an attempt to ameliorate any perceived negative effects.

If an officer believes that any such change to the policy affects his procedural or substantive right, he shall bring it the attention of the supervisor or IA officer during the process, so that the Department can consider the contention and take any necessary action. The Officer shall have a reasonable time to consult with counsel and raise any such objection. Failing such notice by the officer, the issue may not be raised as a complaint or defect in the discipline process unless it involves an established substantive constitutional right.

ARTICLE 16 SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or contrary to applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision that cures the illegality.

ARTICLE 17 FUNDING OF THE AGREEMENT

The parties have engaged in careful and transparent discussions about the provisions in this Agreement, including economics and costs of each component, along with projections of costs and revenues in future years. The City has determined in good faith that it will be able to fund the pay

and benefits set forth herein and is committed to meeting this obligation to the members of the Amarillo Police Officer's Association. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. Annually during the terms of the agreement, beginning in August 2025, the parties will reopen the contract only to negotiate Article 5 Base Wages and Article 6 Supplemental Pays as part of the City of Amarillo's annual budget process.

If in any fiscal year of this Agreement, there is any change in state law that modifies the City's budgetary or revenue authority, such that the City's anticipated revenue are impaired, or there occurs any event that prevents the City Council from meeting its funding obligations, all financial aspects, including Wages, are null and void for that fiscal year and the City will meet and confer with the Association regarding wages and all other financial benefits for police officers.

ARTICLE 18 TATTOOS

The Police Chief, in his sole discretion, will implement a revised Tattoo policy allowing officers to display certain tattoos in accordance with said policy. Such policy will take effect on the effective date of this Agreement. During the term of this Agreement, the Chief will notify the Association before making changes to such policy.

ARTICLE 19 DRUG TESTING POLICY

The City and the Association agree to a revised drug testing policy for Police Officers, which is attached to this agreement in Appendix "A-2". The policy will begin on the effective date of this agreement and replace any preceding policy. The policy will be in place for the remainder of this agreement and be reviewed during the next Meet and Confer negotiations.

ARTICLE 20 DURATION

This Agreement shall be effective for a term commencing on October 1, 2024, and extending until September 30, 2027. Thereafter, the Agreement shall remain in effect until the date it is replaced by a successor Agreement, or September 30, 2027, whichever occurs first.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

CITY OF AMARILLO

Grayson Path,
City Manager

Cole Stanley,
Mayor

ATTESTED BY:

Stephanie Coggins,
City Secretary

AMARILLO POLICE OFFICERS ASSOCIATION

Toby Hudson
President

APPENDIX A-1

Association Membership Dues Deduction Authorization For Amarillo Police Officers Association

By my signature below, effective the first full pay period after the undersigned date, I hereby authorize and direct the City of Amarillo, Texas, through its municipal treasurer/comptroller, to deduct from my monthly salary or wages, and to remit to the Amarillo Police Officers Association (“APOA”), monthly Association membership dues in the following amount:

- Current monthly dues for the Combined Law Enforcement Association of Texas (CLEAT), and any future increase authorized and approved by CLEAT, **plus**
- one-half ($\frac{1}{2}$) hour of the base pay at the current salary for a Recruit level Amarillo police officer,

I understand that the deduction amount authorized herein will change as monthly CLEAT dues and/or the hourly base pay rate of an Amarillo Police Officer Recruit changes, and specifically agree to such changes in the authorized deduction.

I request that this dues deduction authorization remain in effect until I file with Amarillo’s municipal treasurer/comptroller a written notice of revocation in a form prescribed and provided by said treasurer/comptroller or other written and signed notice of revocation acceptable by the City treasurer/comptroller.

SIGNED this _____ day of _____, 20____.

Printed Name

Officer’s Signature

Employee I. D. Number

APPENDIX A-2

Amarillo Police Department Drug Testing

I. Purpose

The City and the Association agree that Officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of the Officers and the public to ensure that Officers are not substance impaired. In order to further their joint interest in protecting Officers and the public, the City and the Association agree to mandatory drug testing as described in this Section. The City and the Association have a mutual interest in ensuring that drug impaired Officers do not perform law enforcement duties. The City and the Association are committed to the principle that the mandatory drug testing policy for Officers is designed and shall be administered to result in disciplinary action only against those Officers who have violated rules, regulations, policies and procedures.

II. Definitions

Drug Testing Coordinator: The designee assigned by the Chief to oversee and administer the drug testing program for the Amarillo Police Department.

Drug test: a technical analysis of a biological specimen (e.g. urine) to determine the presence or absence of specified drugs and a breath alcohol test to measure the presence of alcohol in a person's system.

Department: The Amarillo Police Department.

Officer: For purposes of this policy only, all sworn peace officers of every rank of the Amarillo Police Department, and Police Recruits.

III. Random Testing

- a. All Officers, including the Chief, shall be susceptible to mandatory testing for illegal drugs and controlled substances during each calendar year on a fair and impartial statistical basis at the CITY's expense. The fair and impartial statistical basis (in which each Officer has an equal chance of being selected during a calendar year) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the CITY, and the Officer shall be tested upon being selected by the computer.
 - i. Approximately 25% of the active Officer population will be selected to submit to a random selection within the year.
- b. Upon notice of selection for random testing, any Officer shall provide a urine sample in accordance with the policy or protocol established by the testing laboratory.
 - i. If an Officer's selected for a random examination is absent from work at the time of selection for greater than 72 hours, an alternative name may be drawn.

IV. Post Accident Testing

- a. Any employee involved in a traffic collision while on duty shall be required to submit to drug and/or alcohol tests in circumstances where at least one of the three occur:
 - i. human fatality;
 - ii. bodily injury with immediate medical treatment away from the scene;
 - iii. disabling damage to any motor vehicle that prevents any vehicle involved from being driven away from the scene when determined to be the fault of the officer.

V. Reasonable Suspicion

- a. Nothing in this article shall be construed to prohibit the Chief from conducting a drug test on an Officer, or a search of any areas in which the Officer does not have a personal privacy expectation, based upon reasonable suspicion in accordance with the guidelines as set forth in Department policy for such actions and the City of Amarillo Substance Abuse Policy. Such actions may be taken upon the agreement of any two supervisors (when practical) that there is a reasonable basis for a suspicion that:
 - a) An Officer is presently using or under the influence of illegal drugs or inhalants;
 - b) An Officer has possession of illegal drugs or inhalants;
 - c) An Officer has been associated with or involved with others who were using or under the influence of illegal drugs or inhalants, or who were in possession of same, which association or involvement was not authorized or required in connection with any law enforcement duty, under circumstances which reasonably indicate participation or complicity with, or protection of such other individuals; or
 - d) Any conduct or situation previously described in this section involving alcohol, while on duty, or which results in on-duty impairment.

VI. Assurance of Accurate Results

- a. An officer required to submit to a drug test, will be required to provide a urine sample at the designated testing facility/site immediately. The results of the sample will be made available to the Drug Test Coordinator. In instances where the drug test is administered after hours, the results shall be provided to the Officer's supervisor in the absence of the Drug Test Coordinator.
 - i. Officers suspected of being under the influence of alcohol while at work will be required to immediately submit to a PBT, to be administered by a certified APD Supervisor.
 1. The results of the PBT shall be provided to the Drug Test Coordinator. In instances where the alcohol test is administered after hours, the results shall be provided to the Officer's supervisor in the absence of the Drug Test Coordinator.
 - ii. Officers may, at their own expense, request to have a secondary drug test administered at an approved testing facility, provided such testing is administered within eight (8) hours after the initial drug test. Due to the time sensitivity relative to the collection of accurate blood alcohol content ("BAC") result, the re-examination of BAC is not authorized.
- b. The City and the Association agree that only an appropriately certified laboratory should conduct drug testing. The laboratory selected shall be experienced and capable of quality control documentation, chain of custody and have a demonstrated technical expertise and proficiency in urine analysis and shall comply with all requirements of an appropriately certified laboratory.
- c. All records pertaining to the Department-required drug tests shall remain confidential to the greatest extent possible. Drug test results and records shall be stored in a locked file under the control of the designated Drug Testing Coordinator. No access to these files shall be allowed without written approval of the Chief.

VII. Failure to Participate in a Required Test

- a. An Officers refusal to submit to a drug test in accordance with this policy shall be equivalent to insubordination and may be the basis for suspension or indefinite suspension.

APPENDIX B
ASSOCIATION GRIEVANCE FORM

1. Name of Grievant:

2. Brief Statement of Grievance:

3. Class Action Grievance: ☐ Yes ☐ No

4. Sections of Agreement Violated:

5. Remedy Requested:

6. Grievant Signature:

7. Grievant Printed Name:

8. Date Grievance Received by Association Grievance Committee:



Agenda Transmittal Memo

Date: September 17, 2024
Council Priority: Public Safety
Department: City Manager's Office
Contact Person: Andrew Freeman, Deputy City Manager

Agenda Caption: CONSIDERATION OF RESOLUTION NO. 09-17-24-2

This item considers a resolution ratifying the Meet and Confer Agreement with the Amarillo Professional Fire Fighters Association and providing for an effective date.

Agenda Item Summary: Texas Local Government Code Chapter 143 allows cities to enter into Meet and Confer Agreements with associations that represent police officers and fire fighters. Texas Local Government Code Section 143.307 provides that a provision in a Meet and Confer Agreement preempts a statute, ordinance, or civil service rule, to the extent that there is a conflict between the two. Without a labor agreement, the working conditions of civil service police officers and fire fighters are governed by Texas Local Government Code Chapter 143. The Amarillo City Council recognizes the Amarillo Professional Fire Fighters Association as the sole and exclusive bargaining agent for the police officers of the City of Amarillo Fire Department.

The City of Amarillo and the Amarillo Professional Fire Fighters Association are currently on their first agreement, set to expire on 9/30/2024. Thereafter, the agreement shall remain for up to 6 months while negotiating a new agreement. Agreements typically focus on the following: Base wages; Supplemental pays; Employee benefits; Hiring process; Promotions process; Grievance & arbitration procedures. This first agreement was established to focus on re-establishing a Fire Marshal's Office within the Amarillo Fire Department.

Timeline of Negotiations:

Kicked off negotiations on 2/14/24. Additional meetings were held on 2/29/24, 3/7/24, 3/27/24, 4/16/24, with a final meeting on 8/6/24. Every meeting was open to the public.

Highlights of the new agreement include:

- Continuation of the Fire Marshal's Office language
- Continuous staffing model for the fire suppression division
- 5-year requirement to be eligible for promotion to the rank of Driver
- Annual leave buyback provisions based on number of hours accrued
- Requirement for City to install washers and dryers in each station
- Association Business Leave bank established from donated sick leave
- Pay raises of 8%-19% depending on rank
- Added fire fighter rank steps on the pay schedule
- Maintaining all pre-existing incentive pays, longevity pays, and clothing allowance
- Added overtime policy
- Added requirement to fund early detection cancer screening

Added section on association dues and payroll deductions to document current practice
Added additional points on entrance examinations for certified paramedics
Added section to document continued use of existing leave policy
Added section to document continued use of existing grievance policy

The new agreement would expire on September 30, 2026.

Requested Action: Consider approval of the resolution.

Funding Summary: Funding for this agreement is included within the 2024/2025 Fiscal Year budget.

Purchasing Summary:

Community Engagement Summary: Kicked off negotiations on 2/14/24. Additional meetings were held on 2/29/24, 3/7/24, 3/27/24, 4/16/24, with a final meeting on 8/6/24. Every meeting was open to the public.

Staff Recommendation: Staff recommends approval as presented.

Attachments:

1. Resolution No. 09-17-24-2 Resolution meet and Confer APFFA 9.17.24 reformatted
2. Meet and Confer 2024 9-12-24 FINAL

RESOLUTION NO. 09-17-24-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: A RESOLUTION RATIFYING THE MEET AND CONFER AGREEMENT WITH THE AMARILLO PROFESSIONAL FIRE FIGHTERS ASSOCIATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the invaluable service that members of the Amarillo Fire Department provide for the citizens of Amarillo; and

WHEREAS, the City Council finds that an open dialogue regarding employment concerns of the Amarillo Fire Department contributes to the continued success of the department; and

WHEREAS, the City Council desires to formalize its show of support and solidarity with member of the Amarillo Fire Department towards the common goal of providing superior public safety for the citizens of Amarillo.

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

SECTION 1. Adoption. The City Council of the City of Amarillo, Texas hereby approves and ratifies the attached Meet and Confer Agreement between the City of Amarillo, Texas and the Amarillo Professional Fire Fighters Association.

SECTION 2. Effective Date. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas on the 17th day of September 2024.

Cole Stanley, Mayor

ATTEST:

Stephanie Coggins, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

MEET AND CONFER AGREEMENT
BETWEEN
CITY OF AMARILLO
AND
AMARILLO PROFESSIONAL FIRE FIGHTERS ASSOCIATION

EFFECTIVE OCTOBER 1, 2024

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ARTICLE 1 PREAMBLE

Section 1. Date of Agreement

This Agreement is made between the City of Amarillo, Texas, hereinafter referred to as the “City,” and the Amarillo Professional Fire Fighters Association, Local 542 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the “Association.” The Agreement is effective beginning on the date it is ratified by the Amarillo City Council, and the Agreement’s terms shall be effective only until the expiration date of the Agreement, unless otherwise stipulated in the Agreement.

ARTICLE 2 FIRE MARSHAL'S OFFICE

Section 1. Fire Marshal's Office

During the term of this Agreement, the Fire Marshal's Office will remain as a division of the Amarillo Fire Department.

Section 2. Classifications

The parties agree that all fire prevention, fire safety education, fire code inspection, fire investigation, and arson investigation duties performed by the Fire Marshal's Office must be performed by classified fire fighters. Notwithstanding any provision herein, all criminal investigations will be conducted by a licensed peace officer.

By ratifying this Agreement, the Amarillo City Council hereby increases the authorized strength of the Amarillo Fire Department by one Battalion Chief.

During the term of this Agreement, one of the Battalion Chief positions will be assigned to be the Fire Marshal (the Fire Chief has authority to assign any Battalion Chief to perform that assignment).

The rank structure of the Fire Marshal's Office is as follows. The Fire Marshal is a Battalion Chief assignment, Inspector/Investigator II is a Captain assignment, Inspector/Investigator I is a Lieutenant assignment, Inspector I is a Driver assignment, and Plans Examiner is a Fire Fighter assignment.

Section 3. Deputy Chief Appointments

The Fire Chief has authority to appoint two of the three Deputy Chief positions. Any employee who is employed by the Amarillo Fire Department, has a permanent classification in at least an officer level, is eligible for certification by the Texas Commission on Fire Protection at the intermediate level or its equivalent as determined by that commission, and has served as a fully paid fire fighter for at least five years may be appointed to occupy a Deputy Chief position that is eligible to be filled by appointment.

The Fire Chief may fill vacancies in a Deputy Chief position that is eligible to be filled by appointment under this subsection within 90 days after the date a vacancy occurs in the position. A person appointed under this subsection serves at the pleasure of the Fire Chief. A person who is removed from the position by the Fire Chief shall be reinstated in the department and placed in the same classification, or its equivalent, that the person held before appointment. The person retains all rights of seniority in the department. If a person appointed under this subsection is charged with an offense in violation of civil service rules and indefinitely suspended by the Fire Chief, the person has the same rights and privileges of a hearing before the commission in the same manner and under the same conditions as a classified employee. If the commission, a hearing examiner, or a court of competent jurisdiction finds the charges to be untrue or

unfounded, the person shall immediately be restored to the same classification, or its equivalent, that the person held before appointment. The person has all the rights and privileges of the prior position according to seniority and shall be repaid for any lost wages.

Section 4. Provisions Relating to Former City Marshal's Office Employees

A. If, under Article 2, Section 3 of the 2023–2024 Meet and Confer Agreement between the City and the Association, the Fire Chief appointed to positions assigned to work in the Fire Marshal's Office one or more employees who previously worked in the Amarillo City Marshal's Office, then any such appointed employees have the status of civil service employees and are not required to take competitive examinations to remain in their positions. Any such appointed employees shall receive credit for their seniority and time in rank with the Fire Marshal's Office/City Marshal's Office for all purposes for which seniority and time in rank are used in Texas Local Government Code Chapter 143.

B. A fire department employee who has civil service status under this Section may be promoted only:

1. by competitive examination in accordance with the competitive civil service procedures prescribed in Texas Local Government Code Chapter 143; and
2. within positions that are assigned to work in the Fire Marshal's Office.

C. A fire department employee who has civil service status under this Section may not:

1. supervise or evaluate classified civil service personnel assigned to fire suppression or emergency medical operations; or
2. laterally transfer to fire suppression or emergency medical operations.

D. A fire department employee who has civil service status under this Section shall continue to participate in the Texas Municipal Retirement System on the same terms as the employee participated prior to appointment to the fire department and shall not participate in the Amarillo Firemen's Relief and Retirement Fund.

E. If a fire department employee who has civil service status under this Section leaves the employee's position for any reason, a person selected to fill that position must be selected in accordance with the competitive civil service procedures prescribed in Texas Local Government Code Chapter 143.

Section 5. Preemption.

This Agreement preempts and supersedes all contrary provisions in Texas Local Government Code Chapters 141, 142, and 143 to the fullest extent allowed by law.

ARTICLE 3

STAFFING THE FIRE SUPPRESSION DIVISION

Section 1. Continuous Staffing Model

During the term of this Agreement, the City will staff the Fire Suppression Division of the Amarillo Fire Department using the continuous staffing model described in this article.

Section 2. Algorithm

The formula used to determine the number of classified positions in the Fire Suppression Division shall be as follows: Number of frontline apparatus in the Department * 4 fire fighters per apparatus * 3 shifts * the relief factor. Subject to Section 3, the relief factor shall be 1.22.

Section 3. Recalculation of Relief Factor

The relief factor is calculated from historical data reflecting the number of hours that an average employee is available to work, based on 2,912 hours per year minus hours of vacation, sick, disability, and other categories of leave. The relief factor used in the continuous staffing model may be modified based on new data only if agreed by the Fire Chief and the Association President.

Section 4. Amarillo Fire Department Policy 207

The City will continue to adhere to Amarillo Fire Department Policy 207, as it exists on the effective date of this Agreement, throughout the term of this Agreement.

ARTICLE 4
ELIGIBILITY FOR PROMOTION TO DRIVER

Fire fighters hired after October 1, 2024 are not eligible for promotion to the rank of Driver unless they have served in the Amarillo Fire Department in the rank of Fire Fighter for at least five years at any time before the date the promotional examination is held.

ARTICLE 5 ANNUAL LEAVE BUYBACK

Section 1. Purpose

The purpose of this Article is to provide guidelines for employees of the Amarillo Fire Department who wish to sell back accrued annual leave for monetary compensation.

Section 2. Eligibility

All full-time employees who have at least 390 hours of annual leave for shift personnel or 278 hours for day personnel are eligible to participate in the AFD annual leave buyback program.

Section 3. Annual Leave Accrual

Employees are entitled to accrue annual leave based on AFD/COA policy. AFD/COA policy must provide that employees accrue at least as much annual leave as required by TEX. LOC. GOV'T CODE § 143.046(a). Accrued leave is tracked and updated regularly on Telestaff.

Section 4. Buyback Limit

Employees may sell back a maximum of 56 hours for shift personnel and 40 hours for day personnel of accrued annual leave in a calendar year. Employees may not sell back any hours that would bring them below a balance of 334 hours for shift personnel or 238 hours for day personnel.

Section 5. Buyback Rate

The rate at which annual leave will be bought back is 100% of the employee's hourly rate at the time of buyback. The buyback payment is subject to applicable taxes and deductions.

Section 6. Application Process

Employees interested in selling back annual leave must submit a written request to their supervisor or the HR department. The request should include the number of hours the employee wishes to sell back.

Section 7. Approval Process

All buyback requests are subject to supervisor and HR approval. Approval will be based on the operational needs of the department and the overall staffing requirements.

Section 8. Payment

Payment for the annual leave buyback will be included in the employee's regular payroll cycle following the approval of the request. Taxes and other applicable deductions will be withheld.

Section 9. Tax Implications

Employees are responsible for understanding and addressing any tax implications related to selling back annual leave. The City will provide general information, but employees should seek advice from a tax professional if needed.

Section 10. Record Keeping

Accurate records of annual leave buyback transactions will be maintained by the HR department for auditing and reporting purposes.

Section 11. Changes to Program

The annual leave buyback program may be modified or terminated if agreed by the Fire Chief and the Association President. Any changes will be communicated to employees at least 30 days before they take effect.

Section 12. Effective Date

This Article is effective as of October 1, 2024. All buyback requests submitted after this date will be subject to the terms outlined in this Article.

ARTICLE 6
WASHERS AND DRYERS

By December 1, 2025, the City will install at least one washing machine and one dryer in each Fire Station within the Amarillo Fire Department for use on station uniforms. These washers and dryers are in addition to any extractor machines used for PPE/turnout gear.

ARTICLE 7 ASSOCIATION BUSINESS LEAVE (ABL)

Section 1. Purpose

The purpose of this Article is to provide a bank of donated leave hours for members of the Association's Executive Board or their designees to engage in meet and confer negotiations and attend events and conferences sanctioned by the Texas State Association of Fire Fighters or the International Association of Fire Fighters.

Section 2. Implementation

All Amarillo fire fighters will donate 4 hours of sick leave to the ABL bank during the first pay period of FY2024-2025. All Amarillo fire fighters will donate 4 hours of sick leave to the ABL bank during the first pay period of FY2025-2026. In subsequent years, all Amarillo fire fighters will donate sick leave in the first pay period of the fiscal year in an amount calculated to leave a balance of 1,000 hours in the bank at the end of the fiscal year. The Association will calculate this amount and communicate it to the City by September 1 of each year.

Section 3. Use of ABL

All requests for ABL must be made in writing to the Association President and submitted to the Fire Chief at least 5 days in advance of the days requested. Both the Association President and the Fire Chief must approve the requested time off. Approval will not be unreasonably withheld. ABL use will not affect the number of annual leave slots available.

Section 4. Additional Leave Bank Donations

Any fire fighter may choose to donate additional sick leave to the ABL bank at any time.

ARTICLE 8 WAGES

Section 1. 2024-2025 Wage Scale

Beginning on October 1, 2024, fire fighters will be paid according to the following schedule:

<u>Firefighter</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Monthly	\$5,042	\$5,429	\$5,852	\$6,312	\$6,811	\$6,866	\$6,921	\$6,976	\$7,032	\$7,088
Annual	\$60,508	\$65,152	\$70,228	\$75,748	\$81,736	\$82,392	\$83,052	\$83,712	\$84,384	\$85,056

<u>Fire Driver</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Monthly	\$7,158	\$7,220	\$7,280	\$7,340	\$7,403
Annual	\$85,900	\$86,644	\$87,364	\$88,084	\$88,840

<u>Fire Lieutenant</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Monthly	\$7,830	\$7,899	\$7,967	\$8,036	\$8,106
Annual	\$93,964	\$94,792	\$95,608	\$96,436	\$97,276

<u>Fire Captain</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Monthly	\$8,693	\$8,769	\$8,843	\$8,920	\$8,997
Annual	\$104,320	\$105,232	\$106,120	\$107,044	\$107,968

<u>Fire Battalion Chief</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Monthly	\$9,775	\$9,863	\$9,952	\$10,036	\$10,123
Annual	\$117,304	\$118,360	\$119,428	\$120,436	\$121,480

Section 2. 2025-2026 Compensation

Beginning in August 2025, the parties will reopen the contract only to negotiate Article 8 Wages for Fiscal Year 2025-2026.

Section 3. Incentive Pays

A. The City will continue to pay all incentive pays in effect on October 1, 2024, during the term of this Agreement.

Section 4. Longevity Pay

The City will pay each fire fighter of every rank longevity pay in the amount of \$6 per month per year of service. Years of service shall be a fractional number that takes account of each month of service. The total amount of qualifying time for this payment shall not exceed 25 years of service. Employees may elect to receive longevity pay as either a monthly payment or an annual lump-sum payment in October of each year.

Section 5. Clothing Allowance

The City will pay each fire fighter an annual clothing allowance of \$720.00 that should be used for all clothing items and maintenance that are not provided by the City, including station boots and station wear such as jackets and hats. Employees may elect to receive the clothing allowance as either a monthly payment or an annual lump-sum payment in October of each year.

ARTICLE 9 OVERTIME

Section 1. Overtime Policy

Overtime or callbacks may be available due to unforeseen personnel absences, emergency incidents, or minimum staffing requirements. The Fire Chief or his/her authorized designee shall develop an overtime policy for the fair distribution of both the workload and the income opportunity. The policy shall consider the City's interest in managing overtime costs.

Section 2. Prior Approval

Any instance of scheduled work requiring overtime compensation shall be approved in advance by a chief officer. If circumstances do not permit prior approval, then approval shall be sought as soon as practicable during the overtime shift and in no case later than the end of the shift in which the overtime is worked. Overtime worked without prior approval because of an emergency response at or near a shift-change is acceptable. After the responding crew is back in service and has returned to the fire station, the company officer should notify a chief officer so that staffing entries are made.

Section 3. Responsibility to Verify

Members are responsible for verifying that the overtime hours worked are correctly documented in the electronic staffing software.

Section 4. Pensionable Overtime

Contributions to the pension will only be made on the first 300 hours of unscheduled overtime (callback) in a fiscal year. Pension contributions will not be made on any unscheduled overtime in excess of 300 hours in the fiscal year.

Section 5. No Limit on Hours Worked

There will be no limit on overtime hours worked in a single fiscal year.

ARTICLE 10
EARLY DETECTION CANCER SCREENING

The City will fund an annual NFPA 1582–1583 physical that includes an option for ultrasound cancer screening for each Amarillo fire fighter.

ARTICLE 11 ASSOCIATION DUES AND PAYROLL DEDCUTIONS

Section 1. Dues Check Off

Upon receipt of a proper signed authorization from an Association member and written approval by the Association, the City will deduct regular Association dues in the amount set by the Association from the Association member's pay. The Association shall notify the City of any change in the amount of the regular dues.

Section 2. Payroll Deductions for PAC Contributions

The City will continue to deduct from Association members' pay, upon receipt of an authorization from an Association member and written approval by the Association, deductions in the amount specified by the Association member for contribution to the Amarillo Professional Firefighters Association Local 542 PAC.

Section 3. Prior Authorizations

The City will continue to honor the authorizations of Association members who authorized dues or payroll deductions for PAC contributions prior to the effective date of this Agreement, and those members will not be required to submit new payroll deduction forms. Other members must submit proper authorization requesting dues or payroll deductions for PAC contributions.

Section 4. Remittance of Deductions

The amounts withheld by the City for dues and payroll deductions for PAC contributions will be promptly remitted to the Association's Treasurer.

Section 5. Correction of Errors

The Association will refund to the City any amount paid to the Association in error under this Article. The City will reimburse an Association member for any amount erroneously deducted from the Association member's pay under this Article.

ARTICLE 12
ADDITIONAL POINTS ON ENTRANCE EXAMINATIONS

An additional five points shall be added to the entrance examination grade of an applicant for a beginning position in the Fire Department who is a certified paramedic and made a passing grade on the examination, unless the applicant has already received five additional points because of military service.

ARTICLE 13
LEAVE POLICY

The City will continue to adhere to Amarillo Fire Department Policy 1045, as it exists on the effective date of this Agreement, throughout the term of this Agreement.

ARTICLE 14
GRIEVANCE POLICY

The City will continue to adhere to Amarillo Fire Department Policy 1019, as it exists on the effective date of this Agreement, throughout the term of this Agreement.

ARTICLE 15 TERM OF AGREEMENT

Section 1. Term of Agreement

This Agreement shall be effective as of the date it is ratified by the City Council. It shall remain in full force and effect until the 30th day of September 2026.

Section 2. Negotiations for Successor Agreement

The parties agree in good faith that they will begin negotiations for a successor Agreement on or before January 31, 2026.

Section 3. Continuation during Negotiations

If the parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in 30 calendar day increments by mutual written agreement, during any period of good faith negotiations after such termination date, not to exceed a total of 6 months.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE
SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES

CITY OF AMARILLO

Grayson Path,
City Manager

Cole Stanley,
Mayor

ATTESTED BY

Stephanie Coggins,
City Secretary

AMARILLO PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Todd Peden
President