



**NOTICE OF A SPECIAL MEETING
THE BRENHAM CITY COUNCIL
MONDAY, JULY 24, 2023 AT 08:30 AM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS**

1. Call Meeting to Order

REGULAR SESSION

- 2. Discuss and Possibly Act Upon the Renewal with Texas Municipal League Intergovernmental Risk Pool for the City of Brenham's General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Theft and Worker's Compensation Coverage for the City of Brenham for the Fiscal Year 2023-2024 and Authorize the Mayor to Execute Any Necessary Documentation**
- 3. Discuss and Possibly Act Upon Resolution No. R-23-029 Related to the Creation of an Employee Benefit Trust for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
- 4. Discuss and Possibly Act Upon the Appointment of the Local Rabies Control Authority for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation**
- 5. Discuss and Possibly Act Upon a Contract Between the City of Brenham and AJR Media Group Related to Advertising for the City of Brenham's Tourism and Marketing Department and Authorize the Mayor to Execute Any Necessary Documentation**

WORK SESSION

6. **FY2023-24 Proposed Budget Discussions**

- a. **Utility Funds**
- b. **General Fund**
- c. **Special Revenue Funds**

CERTIFICATION

I certify that a copy of the July 24, 2023 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on Thursday, July 20, 2023 at 5:00 p.m.

Jeana Bellinger, TRMC, CMC

City Secretary

Adjourn

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 - Consultation with Attorney, §551.072 - Real Property, §551.073 - Prospective Gifts, §551.074 - Personnel Matters, §551.076 - Security Devices, §551.086 - Utility Competitive Matters, and §551.087 - Economic Development Negotiation

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 2023 at _____ AM PM.

Signature

Title



Regular City Council
AGENDA ITEM 2.

Agenda Item: Discuss and Possibly Act Upon the Renewal with Texas Municipal League Intergovernmental Risk Pool for the City of Brenham's General Liability, Law Enforcement Liability, Public Officials Liability, Mobile Equipment, Airport Liability, Property, Auto Liability and Physical Damage, Crime, and Theft and Worker's Compensation Coverage for the City of Brenham for the Fiscal Year 2023-2024 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-July 24, 2023

Department: Human Resources

Staff Contact: Susan Nienstedt

SUMMARY STATEMENT:

See the attached memo from the Director of HR and Risk Management, Susan Nienstedt.

ATTACHMENTS:

(1) Memo from Susan Nienstedt

RECOMMENDED ACTION:

Approve the renewal with Texas Municipal League Intergovernmental Risk Pool for the City of Brenham's general liability, law enforcement liability, public officials liability, mobile equipment, airport liability, property, auto liability and physical damage, crime, and theft and worker's compensation coverage for the City of Brenham for the fiscal year 2023-2024 and authorize the Mayor to execute any necessary documentation.



MEMORANDUM

To: Mayor, City Council and City Manager

From: Susan Nienstedt
Director of Human Resources & Risk Management

Subject: Renewal of Property and Liability Coverage with TML Intergovernmental Risk Pool for FY2023-24

Date: July 14, 2023

As a member of the TML Intergovernmental Risk Pool (TMLIRP) we benefit from the mission statement of the Pool which is to provide stable source of risk financing and rates. Local, state, national and global conditions, such as inflation, supply chain issues, natural disasters, and reinsurance costs impact rates. Despite claims and cost pressures, TMLIRP is able to provide comparable rates to the commercial insurance market and their competitors. The renewal rates from TMLIRP for FY2023-24 are shown on the table below with a comparison to the previous fiscal year coverage. The overall budget impact is an increase of \$65,295.

Our liability coverage includes general liability, law enforcement liability, errors and omissions, as well as automobile and aviation liability insurance. An increase in all liability lines of coverage is due in part to an increase our experience modifier from .76 to .88 due to an increase in the number of liability claims brought against the City, as well as increases in the number of automobile claims during the plan year. Experience modifier calculations are based on a state adopted formula comparing expected losses to actual losses over the previous three years.

Property coverage includes real and personal property, mobile equipment, crime and cybersecurity liability coverage. The overall contribution for property liability will increase approximately fifteen percent. Increases include the application of an inflationary factor of twelve percent on all the scheduled property values due to the continued rise in cost of materials and labor for reconstruction. Additionally, an inflationary factor of eight percent was applied to the value of all scheduled contents in our facilities. Cybersecurity coverage premiums increased as well, with costs statewide increasing due to the expertise, knowledge, and skills needed to mitigate these high-cost disruptive claims.

Workers' Compensation rates for each category of workers will remain the same, and the City's experience modifier for workers' compensation will decrease slightly from the prior year from .31 to .30.

Coverage Description	2022-23 Contribution	2023-24 Contribution
General Liability	\$20,479	\$25,611
Law Enforcement Liability	\$30,254	\$46,681
Errors & Omissions Liability	\$46,538	\$57,514
Automobile Liability	\$35,815	\$47,166
Automobile Physical Damage	\$56,111	\$60,045
Aviation Liability	\$6,488	\$6,488
Subtotal Liability	\$195,685	\$243,505
Real & Personal Property	\$157,240	\$185,607
Mobile Equipment	\$24,973	\$25,857
Crime	\$2,937	\$3,184
Subtotal Property	\$185,150	\$214,648
Workers' Compensation	\$120,783	\$120,329
Total All Coverages	\$501,618	\$578,482

The TML Risk Pool provides excellent staff and services that are familiar with the challenges faced by local government officials and employees. The best way a city can help control costs is to practice risk mitigation, and TMLIRP provides specialized services such as surveys of gas and electric utilities, and aquatic facilities to make safety recommendations and assessments. TML Risk Pool provides coverage, services, and risk management tools with the goals of saving lives, preventing injuries, protecting property and most importantly, stabilizing costs for members.

The City will receive a 2% reduction in contributions for early payment of the annual costs if paid by October 31 which totals \$11,569.

Recommendation

We are recommending approval of the TMLIRP renewal rates for liability, property and workers' compensation effective October 1, 2023 at the rates shown on the above schedule.



Regular City Council
AGENDA ITEM 3.

Agenda Item: Discuss and Possibly Act Upon Resolution No. R-23-029 Related to the Creation of an Employee Benefit Trust for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-July 24, 2023

Department: Human Resources

Staff Contact: Susan Nienstedt

SUMMARY STATEMENT:

See the attached memo from the Director of HR and Risk Management Susan Nienstedt.

ATTACHMENTS:

- (1) Memo from Susan Nienstedt
- (2) Resolution No. R-23-029

RECOMMENDED ACTION:

Approve Resolution No. R-23-029 related to the creation of an Employee Benefit Trust for the City of Brenham and authorize the Mayor to execute any necessary documentation.



MEMORANDUM

To: Mayor, City Council, and City Manager

From: Susan Nienstedt, Director of HR & Risk Management

Subject: Employee Benefit Trust

Date: July 17, 2023

The City of Brenham engaged HUB International, as our benefit consultant to analyze and competitively bid our employee health benefit plans. One item that was brought to our attention during this process is that Texas Insurance Code, Section 222.002 (c)(5) allows an insurance provider to forego the payment of premium taxes of 1.75% by the municipality establishing a benefit trust.

The City anticipates using this trust to collect medical premiums from payroll deductions and city contributions for group medical insurance and in turn pay our medical vendors the appropriate monthly premiums. Once established, the benefit trust can be used to lessen the financial impact of future premium increases to provide valuable health and wellness benefits.

It is recommended that Mayor Kenjura, and the members of the City of Brenham City Council serve as the Employee Benefit Trust Trustees as outlined in the attached Declaration of Trust and associated Resolution R-23-029 drafted by our City Attorney's Office.

RESOLUTION NO. R-23-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS CREATING AN EMPLOYEE BENEFITS TRUST FOR THE CITY OF BRENHAM, TEXAS; SUCH TRUST CREATED AND MAINTAINED PURSUANT TO CHAPTER 222, TEXAS INSURANCE CODE

WHEREAS, the City of Brenham ("City") provides or offers various employee benefits to its employees, including, but not limited to health, dental, and vision insurance, life insurance, and disability benefits; and

WHEREAS, Chapter 222 of the Texas Insurance Code imposes a tax upon the City's receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, state law also authorizes the City to exempt the premiums and revenues from the state tax provided that the City establishes and maintains the funds under the ownership and control of a single, nonprofit trust; and

WHEREAS, the City Council of the City of Brenham ("City Council") desires to create an Employee Benefits Trust (the "Trust") for the administration of employee benefits; and

WHEREAS, the City Council desires to designate all members of the City Council as Trustees of the Trust; and

WHEREAS, the City Council finds it to be in the public interest to create the Trust for the reason provided above;

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

Section 1: That the City Council hereby authorizes the creation of an Employee Benefits Trust as provided by Chapter 222 of the Texas Insurance Code with all members of the City Council serving as Trustees.

Section 2: That the Declaration of Trust attached hereto as Exhibit "A" is hereby adopted for the Trust.

RESOLVED on this 24th day of July, 2023.

Atwood C. Kenjura
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit “A”

DECLARATION OF TRUST

I. CREATION OF TRUST

The City of Brenham ("City"), as settlor or creator of the trust, designates the members of the City of Brenham City Council to be Trustees and declares that the City holds in trust the funds described in Schedule “A” attached hereto and incorporated herein by reference, which is the property of the City, and all substitutions and additions to such funds, for the purpose of providing or offering, whether now or possibly in the future, life, disability, sick, accident, and other health benefits to the City's officers, employees, and qualified retirees and their dependents.

II. PURPOSE

This is a nonprofit trust created for the purpose of providing or offering, whether now or possibly in the future, City officers, employees, and qualified retirees and their dependents with life, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof.

III. DURATION

The Trust shall continue until terminated by operation of law or by majority vote of the Trustees.

IV. TRUSTEES: COMPOSITION, OFFICERS, COMPENSATION, AND MEETINGS

A. COMPOSITION. The Trustees are the members of the City Council, and the term of each Trustee is cotemporaneous with his or her term of office as a member of the City Council. Whenever a Trustee ceases to be a member of the City Council, the person succeeding him or her in office will automatically be appointed to serve as a successor Trustee of the Trust.

B. OFFICERS. The Mayor shall serve as Chair and shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees at a duly called meeting at which a quorum is present. The Mayor Pro Tern shall serve as Vice Chair and shall preside at meetings of the Trustees whenever the Chair is absent. The City Secretary shall serve as Secretary. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings of the Trustees.

C. COMPENSATION. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees. Any approved reimbursement(s) will be made by the City.

D. MEETINGS. A meeting of the Trustees may be called by the Chair or on written request to the Chair by two or more Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

V.

RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING

A. RIGHTS, POWERS, AND DUTIES. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.
2. The Trustees have the general power to make and enter into all contracts and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts, leases, and agreements or any other legal documents herein authorized shall be approved by the Trustees by majority vote at a duly called meeting at which a quorum is present and signed by the Chair on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.
3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Paragraph II herein, and to operate and administer the Trust solely in the interest of the covered City officers, employees, and qualified retirees and dependents thereof and for the exclusive purpose of providing or offering benefits to such persons and defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, or accident and health insurance to provide or offer coverage for participating City officers, employees, and qualified retirees and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, and qualified retirees, and their dependents.
4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.
5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing or offering life, disability, sick, accident, and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration and administrative services. When required by law or desired by the Trustees, the Trustees shall seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to effect the purpose of the Trust.

6. The Trustees shall arrange for the investing of the funds of the Trust so as to keep the same invested according to law and at the best interest rates obtainable for the benefit of the covered persons. The Trustees may hire money managers and shall adopt an investment policy for its own use and that of its agents in making investments. The Trustees shall select a depository for the Trust's funds and provide for the proper security of any and all investments. The Trustees shall designate signatories for the Trust's depository accounts.
7. The City may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the Trust itself to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the Trustees must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.
8. The Trustees shall arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.
9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.
10. The Trustees have the authority to terminate the Trust at any time.
11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Paragraph IX herein.

B. QUORUM AND VOTING. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI. BENEFICIARIES

The beneficiaries of the Trust are the City officers, employees, and qualified retirees and their dependents who are covered by a life, disability, sick, accident, or other health benefits plan purchased or adopted by the Trust (also called "covered persons" herein). Beneficiaries may make contributions to the Trust for use by the Trustees in fulfilling the purposes of the Trust. No beneficiary shall have any claim against the funds or any other property of the Trust. The rights and interests of the beneficiaries are limited to the insurance or health benefits specified in any policy purchased or plan adopted by the Trustees.

VII. TRUST FUNDS

The Trust funds consist of the funds described in Schedule "A" hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The Trustees may use the Trust's funds as follows:

1. to pay all expenses which the Trustees consider necessary in establishing the Trust and in administering the Trust and all reasonable expenses incurred by the Trustees in the performance of their duties, as defined to be those allowed under Section 222.002 (c)(5)(A), Texas Insurance Code and or permitted by the State Comptroller of the State of Texas in its role as the administrator of this legislation;
2. to pay premiums on any insurance policies purchased by the Trust as allowed under Section 222.002 (c)(5)(A), Texas Insurance Code;
3. to make authorized investments; and
4. to pay claims under any health benefits plan adopted by the Trustees.

VIII. LIABILITY OF TRUSTEES AND OFFICERS

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("Proceeding"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party; and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

IX. AMENDMENT, REVOCATION AND TERMINATION

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Paragraph II of this Declaration of Trust. Beneficiaries of the Trust shall have no right to amend this Declaration of Trust, and their approval shall not be a condition or requirement for an authorized amendment by the Trustees.

Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the City's health benefits plan that may be in effect at the time of termination of the Trust and, then, either apply any remaining balance of the funds for the benefit of those covered persons in such manner as the Trustees determine shall best carry out to purposes of this Trust or pay such balance over to such covered persons on a per capita basis. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the trustees of any trust or trusts established by the City for a substantially similar purpose to be applied for uses substantially similar to those set forth in Paragraph II herein.

X. GOVERNING LAW

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

XI. MISCELLANEOUS

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Paragraphs of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Paragraph but shall not be used in construing this Declaration of Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

IN WITNESS WHEREOF, the undersigned parties have executed this Declaration of Trust on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees acknowledge receipt of the property described in Schedule "A", signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

Atwood C. Kenjura, Trustee

Leah Cook, Trustee

Clint Kolby, Trustee

Dr. Paul F. LaRoche, III, Trustee

Albert Wright, Trustee

Adonna Saunders, Trustee

Shannan Canales, Trustee

STATE OF TEXAS)

)

COUNTY OF WASHINGTON)

This instrument was acknowledged before me on this the ____ day of _____, 2023, by **Atwood C. Kenjura**, Trustee.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

 This instrument was acknowledged before me on this the ____ day of
_____, 2023, by **Leah Cook**, Trustee.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

 This instrument was acknowledged before me on this the ____ day of
_____, 2023, by **Clint Kolby**, Trustee.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

 This instrument was acknowledged before me on this the ____ day of
_____, 2023, by **Dr. Paul F. LaRoche, III**, Trustee.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

 This instrument was acknowledged before me on this the ____ day of
_____, 2023, by **Albert Wright**, Trustee.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on this the ____ day of _____, 2023, by **Adonna Saunders**, Trustee.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on this the ____ day of _____, 2023, by **Shannan Canales**, Trustee.

Notary Public, State of Texas

SCHEDULE “A”

The following is a list of the assets initially transferred by the City of Brenham, Settlor, to the Trust:

- City of Brenham's first month contributions for Employee, and Dependent Medical/Pharmacy Benefits, Dental and Vision Benefits, Life Insurance Benefits, and Long-Term Disability Benefits.
- City of Brenham Employee and Dependents first month of Plan Year's payroll deductions or contributions for Medical/Pharmacy Benefits, Dental and Vision Benefits, Life Insurance Benefits, and Long-Term Disability Insurance Benefits.



Regular City Council
AGENDA ITEM 4.

Agenda Item: Discuss and Possibly Act Upon the Appointment of the Local Rabies Control Authority for the City of Brenham and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-July 24, 2023

Department: Animal Services

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

In accordance with Sec. 826.017 of the Local Government Code, the governing body of each municipality and county must designate someone to act as the Local Rabies Control Authority (LRCA). Since March, Animal Services Manager Megan Gray has been acting as the LRCA and performing all the duties LRCA. This appointment will be to officially designate her the LRCA as mandated in State law.

The LRCA appointment will also be done by Washington County Commissioner's Court since the City is also responsible for managing all animal bite cases in the County.

ATTACHMENTS:

(1) LRCA Form

RECOMMENDED ACTION:

Approve the appointment of Megan Gray, Animal Services Manager, as the Local Rabies Control Authority for the City of Brenham and authorize the Mayor to execute any necessary documentation.



TEXAS
Health and Human
Services

Texas Department of State
Health Services

LOCAL RABIES CONTROL AUTHORITY

The City Council of Brenham, Texas
(governing body) (city or county)

designates Megan Gray as the Local Rabies Control
(job title or name)

Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective July 24, 2023.
(date)

AUTHORIZING PERSON'S NAME (print): Atwood C. Kenjura

AUTHORIZING PERSON'S TITLE: Mayor

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: Megan Gray

AGENCY: City of Brenham Animal Services

STREET ADDRESS: 1804 Longwood Drive

MAILING ADDRESS: _____

CITY/STATE/ZIP: Brenham, TX 77833

JOB TITLE: Animal Services Manager

TELEPHONE: 979-337-7391

FAX: 979-337-7356

E-MAIL ADDRESS: mgray@cityofbrenham.org

RETURN THIS FORM TO: Department of State Health Services
Zoonosis Control
2408 South 37th Street
Temple, TX 76504



Regular City Council
AGENDA ITEM 5.

Agenda Item: Discuss and Possibly Act Upon a Contract Between the City of Brenham and AJR Media Group Related to Advertising for the City of Brenham's Tourism and Marketing Department and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Special Meeting-July 24, 2023

Department: Tourism and Marketing

Staff Contact: Jennifer Eckermann

SUMMARY STATEMENT:

AJR Media Group represents the state travel publications that are part of the Visit Brenham marketing plan and includes the following digital products:

- Texas State Travel Guide
- Texas Highways Magazine
- Texas Events Calendar
- TexasHighways.com
- TourTexas.com (destination content plan)
- TourTexas.com banners

Staff recommends your approval of the attached proposal for 2024 advertising in the amount of \$61,569.86.

ATTACHMENTS:

(1) 2024 Proposal

RECOMMENDED ACTION:

Approve the proposal from AJR Media Group, in the amount of \$61,569.86, for advertising and marketing for the City of Brenham's Tourism and Marketing Department and authorize the Mayor to execute any necessary documentation.



Visit Brenham | Washington County
AJR Media Group | Texas Highways Publishing
2024 Proposal

Previous Order Date	Product LINK TO MEDIA KIT	Description LINK TO SPECS	Frequency	Run Date	Space Deadline	Materials Deadline	Rate Card	Discounts	Final Net Amount	Comments:
Jul 19, 2022	Texas State Travel Guide	1/3 Page (horizontal)	1 of 1	2024 (Jan)	Oct 2, 2023 <i>Early res Aug 4, 2023</i>	Oct 9, 2023	\$5,501.00	10% +5%	\$4,703.36	Travel Guide includes both 10% "Multi-Title Discount" AND 5% "Early Reservation Discount" (confirm by Aug 4)
Jul 19, 2022	Texas Highways Magazine	Full Page Bleed	1 of 6	Oct - 2023	Aug 1, 2023	Aug 8, 2023	\$6,723.00	10%	\$6,050.70	To qualifies for TxDOT's "Multi-Title Discount Plan B" (10% discount on all print & digital), place the following space: • 6X's Texas Highways • 4X's Events Calendar • 1X State Travel Guide* 10% discount applies to all 3 publications AND TexasHighways.com
			2 of 6	Nov - 2023	Sep 1, 2023	Sep 8, 2023	\$6,723.00	10%	\$6,050.70	
			3 of 6	Jan/Feb - 2024	Nov 1, 2023	Nov 9, 2023	\$6,723.00	10%	\$6,050.70	
			4 of 6	Mar - 2024	Jan 1, 2024	Jan 8, 2024	\$6,723.00	10%	\$6,050.70	
			5 of 6	May - 2024	Mar 1, 2024	Mar 8, 2024	\$6,723.00	10%	\$6,050.70	
		Double Page Spread	6 of 6	Jul/Aug - 2024	May 1, 2024	May 8, 2024	\$12,774.00	10%	\$11,496.60	
Jul 19, 2022	Texas Events Calendar	1/3 Page Vertical	1 of 4	Spring 2024 (Mar/Apr/May)	Nov 15, 2023	Nov 22, 2023	\$984.00	10%	\$885.60	10% discount applies to all 3 publications AND TexasHighways.com
			2 of 4	Summer 2024 (Jun/Jul/Aug)	Feb 15, 2024	Feb 22, 2024	\$984.00	10%	\$885.60	
			3 of 4	Fall 2024 (Sep/Oct/Nov)	May 15, 2024	May 22, 2024	\$984.00	10%	\$885.60	
			4 of 4	Winter 2024/25 (Dec/Jan/Feb)	Aug 15, 2024	Aug 22, 2024	\$984.00	10%	\$885.60	
Jul 19, 2022	TexasHighways.com	"Double" Medium Rectangle Banner	1 of 8	Oct - 2023	on hold	Sep 15, 2023	\$590.00	10%	\$531.00	Guarantee of 25,000 impressions per month
			2 of 8	Nov - 2023	on hold	Oct 15, 2023	\$590.00	10%	\$531.00	
			3 of 8	Jan - 2024	on hold	Dec 15, 2023	\$590.00	10%	\$531.00	
			4 of 8	Mar - 2024	on hold	Feb 15, 2024	\$590.00	10%	\$531.00	
			5 of 8	Apr - 2024	on hold	Mar 15, 2024	\$590.00	10%	\$531.00	
			6 of 8	May - 2024	on hold	Apr 15, 2024	\$590.00	10%	\$531.00	
			7 of 8	Jun - 2024	on hold	May 15, 2024	\$590.00	10%	\$531.00	
			8 of 8	Jul - 2024	on hold	Jun 15, 2024	\$590.00	10%	\$531.00	

TxDOT Total: \$54,243.86

Jul 19, 2022	TourTexas.com	Destination Content Plan	Annual	Oct 1, 2023 through Sept 30, 2024	Sep 30, 2023	Update at any time	\$4,476.00	n/a	\$4,476.00	4 SEO-rich content pages including images, leads, Video, PDF, Web, Social etc.
Jul 19, 2022	TourTexas.com Banners	Half-page Banner	1 of 6	Oct-23	on hold	Sep 15, 2023	\$475.00	n/a	\$475.00	Guarantee of 25,000 impressions per month
			2 of 6	Dec-23	on hold	Nov 15, 2023	\$475.00	n/a	\$475.00	
			3 of 6	Feb-24	on hold	Jan 15, 2024	\$475.00	n/a	\$475.00	
			4 of 6	Apr-24	on hold	Mar 15, 2024	\$475.00	n/a	\$475.00	
			5 of 6	Jun-24	on hold	May 15, 2024	\$475.00	n/a	\$475.00	
			6 of 6	Aug-24	on hold	Jul 15, 2024	\$475.00	n/a	\$475.00	

TourTexas.com Total: \$7,326.00



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