

APR 24 2019

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Ralph McBroom

TODAY'S DATE: April 18, 2019

DEPARTMENT: Purchasing

DEPARTMENT HEAD: Ralph McBroom

REQUESTED AGENDA DATE: April 24, 2019

SPECIFIC AGENDA WORDING: Consideration of Johnson County Bank
Depository Contract for RFP 2019-905.

PERSON(S) TO PRESENT ITEM: Ralph McBroom C.P.M.

SUPPORT MATERIAL:

TIME: 5 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM: X

WORKSHOP

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: X

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

*****This Section to be completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

Exhibit "B"
is binder



JOHNSON COUNTY BANK DEPOSITORY CONTRACT

This JOHNSON COUNTY BANK DEPOSITORY CONTRACT hereinafter called "DEPOSITORY CONTRACT" is made and entered into on the date last herein written by and between JOHNSON COUNTY, TEXAS, hereinafter called "**COUNTY**", and FIRST FINANCIAL BANK, N. A., a national banking association organized under the laws of the United States and authorized by law to do banking business in Johnson County, Texas and now conducting such business in said County, hereinafter called "**BANK**", and is as follows:

I.

COUNTY, through action of its Commissioners Court, hereby designates **BANK** as a depository for a four-year term beginning June 1, 2019, and continuing until May 31, 2023. **COUNTY** may negotiate with **BANK** new interest rates and financial terms that will take effect during the final two years of this four-year contract. **BANK** and **COUNTY** may renew the original four-year term for an additional two (2) years and **COUNTY** may negotiate new interest rates and financial terms with **BANK** that will take effect during the two years.

II.

During the term of this Depository Contract, the **COUNTY** will, through appropriate action of its Commissioners Court, designate the officer, or officers, who singularly or jointly will be authorized to represent and act on behalf of the **COUNTY** in any and all matters of every kind arising under this Depository Contract and to (a) execute and deliver to **BANK** an electronic fund or funds transfer agreement (and any addenda thereto), (b) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfers on behalf of **COUNTY** in accordance with the electronic fund or funds transfer agreement and addenda and (c) make withdrawals or transfers by written instrument.

III.

Exhibit "A", Collateral Security Agreement; and Exhibit "B", First Financial Bank, N. A.'s Bid for Depository Contract, RFP 2019-905; are attached hereto and incorporated fully as if recited herein verbatim; however, to the extent that any provision in Exhibit "A", conflicts with any provision herein. Exhibit "A" will control; and to the extent any provision in Exhibit "B" conflicts with any provision herein, this Johnson County Bank Depository Contract will control.

IV.

COUNTY may arrange for time deposits, and **BANK** may accept and shall hold such deposits subject to payment in accordance with the terms of the deposit. Interest shall be calculated at the rate which **BANK** has bid for the particular denomination and time period of said deposit at competitive public bidding for said deposits. Time deposits will mature on or before the expiration of this Depository Contract. All Time Deposits that mature beyond the expiration of this Depository Contract will be at contractual interest rates negotiated at the time of purchase.

V.

BANK agrees to charge a flat monthly fee of \$500 to **COUNTY** with the exception of services such as Merchant Services, Lockbox, RemitPlus Express, and Smart Safes, which are billed separately. The **COUNTY** shall also earn interest on all deposited funds at a rate equal to 85% of the average 91 Day T-Bill rate during the prior month with a cap of 2.50%.

VI.

All funds on deposit with **BANK** to the credit of the **COUNTY** shall be secured by collateral as provided for in the Public Funds Collateral Act of 1989 (Chapter 2257 of the Texas Government Code). The total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits will be in an amount at least equal to the minimum market values of one hundred and three percent (103%) of all **COUNTY'S** deposits, plus accrued interest, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States Government. The market value with respect to any securities (collateral) as of any date and priced on such date will be obtained from a primary dealer. When additional collateral is required, **BANK** will supply the additional collateral at no cost to the **COUNTY**.

VII.

BANK has heretofore or will immediately hereinafter utilize pledged securities held by its custodian to provide the required collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of **COUNTY** deposited with **BANK**. Said collateral as hereinafter provided for, shall be kept and retained so long as the depository relationship between **COUNTY** and **BANK** shall exist hereunder, and thereafter so long as deposits made by **COUNTY** with **BANK** hereunder, or any portion thereof, shall have not been properly paid out by **BANK** to **COUNTY** or on its order.

VIII.

BANK represents that the collateral pledged to **COUNTY** is not otherwise assigned, pledged or encumbered and that no lien, or security interest exist other than the security interest held by the **COUNTY** pursuant to this agreement. Possession of the collateral by **BANK'S** custodian is intended as perfection of **COUNTY'S** security interest therein. **BANK** warrants that the collateral (in the form and amount required by law) is held by **BANK'S** custodian for the benefit of **COUNTY** and as security for **COUNTY'S** funds.

IX.

Should **BANK** fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit and the interest on such deposits or in any manner breach its contract with **COUNTY**, **COUNTY** shall give written notice of such failure or breach to **BANK**, and **BANK** shall have three (3) business days to cure such failure or breach. In the event **BANK** shall fail to cure such failure or breach within three (3) business days or should the **BANK** be declared insolvent by a Federal bank regulatory agency, it shall be the duty of **BANK'S** custodian upon demand of **COUNTY** (supported by proper evidence of any of the above-listed circumstances), to surrender the above-described collateral to the **COUNTY**. **COUNTY** may sell all or any part of such collateral and out of the proceeds thereof pay **COUNTY** all direct damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to **BANK** for the remainder, if any, of said proceeds or collateral remaining unsold.

X.

Any sale of such collateral, or any part thereof, made by **COUNTY** hereunder may be either at public or private sale: provided, however, it shall give to both **BANK'S** custodian and **BANK** two (2) hours' notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. **COUNTY** and **BANK** shall have the right to bid at such sale.

XI.

If **BANK** shall desire to sell or otherwise dispose of any one or more of said securities so deposited with **BANK'S** custodian, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by **BANK** as often as it may desire, provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with **BANK'S** custodian be less than an amount at least equal to the minimum market values of one hundred and three percent (103%) of all **COUNTY'S** deposits, plus accrued interest, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States Government, **BANK** shall immediately deposit with **BANK'S** custodian such additional collateral as may be necessary to cause the market value of such collateral to be equal to the minimum market values of one hundred and three percent (103%) of all **COUNTY'S** deposits, plus accrued interest, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States Government. **BANK** shall be entitled

to income on securities held by **BANK'S** custodian, and **BANK'S** custodian may dispose of such income as directed by **BANK** without approval of **COUNTY**.

XII.

BANK'S custodian shall promptly forward to **COUNTY** copies of safekeeping or trust receipts covering all such collateral held for **BANK**, including substitute collateral as provided for herein.

XIII.

If at any time the collateral in the hands of **BANK'S** custodian shall have a market value in excess of the amount required in Article VI above, the **COUNTY** shall authorize the withdrawal of a specified amount of collateral. **BANK'S** custodian shall deliver this amount of collateral (and no more) to **BANK**, taking receipt therefore, and **BANK'S** custodian shall have no further liability for collateral so redelivered to **BANK**.

XIV.

Either **COUNTY** or **BANK** shall have the right to terminate this contract prior to the expiration date by advance written notice to the other of its election to do so, and this contract shall be void from and after the expiration of ninety (90) days after receipt of such notice, provided all provisions of this contract have been fulfilled. This contract shall not automatically renew.

XV.

When the relationship of **COUNTY** and **BANK** shall have ceased to exist between **COUNTY** and **BANK**, and when **BANK** shall have properly paid out all deposits of **COUNTY**, it shall be the duty of **COUNTY** to give **BANK'S** custodian a certificate to that effect; whereupon **BANK'S** custodian shall, with the approval of **COUNTY**, redeliver to **BANK** all collateral then in its possession belonging to **BANK**, taking its receipt therefore. An order in writing to **BANK'S** custodian by **COUNTY** and a receipt for such collateral by **BANK** shall be a full and final release of **BANK'S** custodian of all duties and obligations undertaken by it by virtue of these presents.

XVI.

BANK and its agents, employees, officers and/or volunteers shall not, by performing work pursuant to this contract, be deemed to be employees, agents or servants of **COUNTY** and shall not be entitled to any privileges or benefits of **COUNTY** employment.

XVII.

COUNTY is a political subdivision of the State of Texas. As a governmental entity, **COUNTY** is prohibited by statute from indemnifying any other party by contract.

XVIII.

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Johnson County, Texas. Jurisdiction and venue for all legal purposes shall be in the state district courts in Johnson County, Texas, or the federal district courts in Dallas County, Texas.

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

BANK shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction. **BANK** shall indemnify **COUNTY** in the event of non-compliance.

The waiver by either party of a breach of any provision of this contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this contract shall be of no effect unless in writing and signed by all parties hereto.

XIX.

Any and all notices or communications required or permitted under this contract shall be delivered in person or mailed, certified mail, return receipt requested, as follows:

To County: Roger Harmon
County Judge
2 North Main Street
Cleburne, TX 76033
Telephone No. 817-556-6360

To Bank: First Financial Bank, N. A.
Contact person: John Mendez
Address: 200 North Ridgeway
Cleburne, TX 76033
Telephone No: 817-202-3182

Copy to: Kathy Blackwell
County Treasurer
2 North Main Street, #214
Cleburne, TX 76033
Telephone No. 817-556-6340

J. R. ("Kirk") Kirkpatrick
County Auditor
2 North Main Street, #314
Cleburne, TX 76033
Telephone No. 817-556-6305

XX.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.


IN TESTIMONY OF WHICH, THIS CONTRACT has been executed by the **COUNTY** and **BANK** as of the date stated below. The provisions of this contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

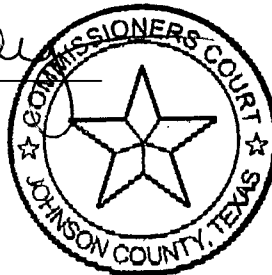
JOHNSON COUNTY

By: 
Roger Harmon, County Judge

Date: April 24, 2019

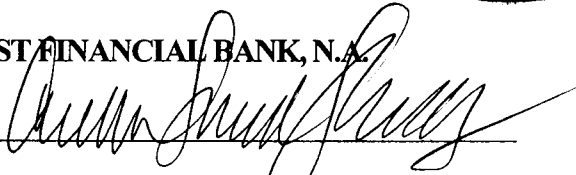
ATTEST:

By: 
Becky Ivey, County Clerk



Date: April 24, 2019

FIRST FINANCIAL BANK, N.A.

By: 
Printed Name: Andrea Smiddy-Schlagel

Date: 4-22-19

Title: Executive Vice President, Treasury Management

ATTEST:

By: Faye Dodson

Date: 4-22-2019

Printed Name: Faye Dodson

Title: Vice President, Treasury Management

Attachments:

Exhibit "A", Collateral Security Agreement

Exhibit "B", First Financial Bank, N. A.'s Bid for Depository Contract, RFP 2019-905

Exhibit A

COLLATERAL SECURITY AGREEMENT

This COLLATERAL SECURITY AGREEMENT (this "Agreement") is made and entered into on the date last herein written by and between **Johnson County**, hereinafter called "**Depositor**", and First Financial Bank, N.A., a national association organized under the laws of the United States and authorized by law to do banking business in the State of Texas, hereinafter called "**Bank**".

Background:

Depositor, through action of its governing body has designated **Bank** as a depository for funds of **Depositor**. During the continuation of this Agreement, **Depositor** will through appropriate actions of its governing body designate the officer, or officers, who singularly or jointly will be authorized to represent and act on behalf of **Depositor** in any and all matters of every kind arising under this Agreement. **Bank's** Deposit Contract is incorporated herein for all purposes, however to the extent that any provision therein conflicts with any provision herein, to the extent of such conflict, this Agreement will control. All funds on deposit with **Bank** to the credit of **Depositor** are required to be secured by collateral meeting the requirements of Chapter 2257 of the Texas Government Code, hereinafter referred to as the "Public Funds Collateral Act".

To perfect the security interest of **Depositor** in the collateral pledged by **Bank**, **Bank** will identify such collateral to Frost Bank, hereinafter called "**Custodian**," to be held by **Custodian** for the benefit of **Depositor**.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1.

Bank has heretofore or will immediately hereafter identify to **Custodian** Eligible Securities owned by **Bank** of sufficient amount and market value (hereinafter called the "Collateral") to adequately secure the funds of **Depositor** deposited with **Bank**. As used in this Agreement, "Eligible Securities" are as defined in the Public Funds Collateral Act, as limited by any applicable written collateral policy delivered by **Depositor** to **Bank**.

2.

As a result of this Agreement, **Bank** hereby pledges to **Depositor** and hereby grants to **Depositor** a security interest in the Collateral to secure the deposits held by **Bank** for **Depositor** as required by the Public Funds Collateral Act. **Depositor** hereby agrees and certifies that the Collateral listed in **Exhibit A** to this Agreement as pledged by **Bank** is eligible to be used as collateral to secure **Depositor's** funds on deposit with **Bank**.

3.

The Collateral, including any substitute Collateral, shall be held by **Custodian** so long as **Depositor** relationship between **Depositor** and **Bank** shall continue.

4.

The total of the market value of the Collateral securing **Depositor's** funds on deposit with **Bank** will be maintained in an amount at least equal to **one hundred and three percent (103%)** of the aggregate value of **Depositor's** funds on deposit, plus accrued interest thereon, and reduced to the extent that such deposits are insured by an agency or instrumentality of the United States Government.

5.

Should **Bank** become insolvent, or fail to maintain adequate Collateral as required by this Agreement, or in any manner breach this Agreement with **Depositor**, **Depositor** shall give written notice of such insolvency, failure or breach to **Bank**, and **Bank** shall have three (3) business days to cure such insolvency, failure or breach. In the event **Bank** shall fail to cure such insolvency, failure or breach within three (3) business days, **Bank** authorizes **Depositor** (supported by proper evidence of any of the above listed circumstances), to make demand on **Custodian** to surrender control of the Collateral to the **Depositor**. In such event, **Depositor** may sell, or direct **Custodian** to sell, all or any part of the Collateral, and out of the proceeds thereof pay **Depositor** all losses sustained by it, together with its reasonable expenses incurred as a direct result of such insolvency, failure, or breach, accounting to **Bank** for the remainder, if any, of such proceeds or of the Collateral remaining unsold.

6.

Any sale of the Collateral, or any part thereof, made by (or under the direction of) **Depositor** hereunder may be either at public or private sale upon three (3) business days prior written notice to **Bank**. **Depositor** and **Bank** shall each have the right to bid at such sale.

7.

Bank may substitute the Collateral at any time so long as the market value of the Eligible Securities being substituted is at least equal to the market value of the Eligible Securities being replaced. Such right of substitution shall remain in full force and may be exercised by **Bank** as often as it may desire, provided, however, that the aggregate market value of the Collateral pledged hereunder shall be at least equal to the amount of the Collateral required hereunder. If at any time, the aggregate market value of the Collateral identified to **Custodian** to secure **Depositor's** funds on deposit is less than **one hundred and three percent (103%)** of the total amount of **Depositor's** funds on deposit with **Bank**, **Bank** shall promptly identify to **Custodian** such additional Collateral as may be necessary to cause the market value of the Collateral to equal **one hundred and three percent (103%)** of the total amount of **Depositor's** funds on deposit with **Bank**. **Bank** shall be entitled to interest and earnings on the Collateral, and **Custodian** may deliver such income and earnings as directed by **Bank** without approval of **Depositor**.

8.

Bank shall deliver a copy of the "trust receipt" (as defined under the Public Funds Collateral Act) initially generated by **Custodian** to **Depositor**. Thereafter, **Bank** shall deliver monthly collateral statements to **Depositor** describing the Collateral then held by **Custodian**. With respect to additional, substitute or a reduction in the Collateral, **Bank** shall deliver a copy of the trust receipt describing such additional, substitute or released Collateral to **Depositor** within ten (10) business days of such addition, substitution, or release. All monthly statements and trust receipts which are furnished by **Bank** from time to time shall be deemed to be a part of this Agreement without further action on the part of any party.

9.

If at any time the Collateral held by **Custodian** for the benefit of **Depositor** shall have a market value in excess of the sum of **one hundred and three percent (103%)** of the amount of **Depositor's** funds on deposit with **Bank**, **Bank** may withdraw the excess amount of the Collateral without the consent of **Depositor**, and **Custodian** may release this amount of the Collateral (and no more) to **Bank**, taking receipt therefore, and **Custodian** shall have no further liability for the amount of the Collateral so delivered to **Bank**.

10.

Except in cases of Custodian's gross negligence or willful misconduct, Bank hereby agrees to indemnify Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity (collectively, "Claims"), or any other expenses, fees or charges of any character or nature which Custodian may incur or with which it may be threatened by reason of Custodian's actions under this Agreement, including but not limited to, any Claims caused or alleged to be caused by the sole or concurrent negligence of Custodian, its employees or agents; and, in connection therewith, to indemnify Custodian against any and all expenses, including without limitation, reasonable attorneys' fees and expenses incurred by Custodian. Custodian may itself defend any suit brought against it and shall be equally entitled to receive reimbursement from **Bank** for its reasonable attorneys' fees, expenses, and all reasonable fees and costs incident to any appeals which may result. Bank and Depositor agree that Custodian shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by this Agreement, regardless of whether such loss or damage is caused or alleged to be caused by the sole or concurrent negligence of Custodian, its employees or agents, unless occasioned solely by the gross negligence or willful misconduct of Custodian. In no event shall **Custodian** be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond **Custodian's** reasonable control or for indirect, special or consequential damages.

11.

When the relationship of **Depositor** and **Bank** shall have ceased to exist, and when **Bank** shall have properly paid out all deposits of **Depositor**, **Bank** shall give **Custodian** written notice to that effect and **Custodian** shall release the Collateral to **Bank** at its direction.

Executed by the undersigned duly authorized officers of the parties hereto to be effective as of the last date of signature below.

DEPOSITOR

By: Roger Harmon

Date: April 24, 2019

Printed Name: Roger Harmon

Title: County Judge

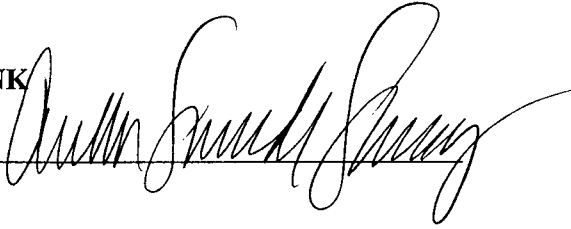
ATTEST:

By: Becky Ivey
Becky Ivey
County Clerk



BANK

By: _____



Date: _____

4-22-19

Printed Name: Andrea Smiddy-Schlagel

Title: E. V. P., Treasury Management

ATTEST:

By: _____



Exhibit A

Collateral

The Collateral shall be Eligible Securities which as of the latest reporting date includes the Collateral described in the pages attached to this **Exhibit A**.

Reportfolio

First Energy Bank (4.5) - State of Oklahoma
 Published: 4/12/2019 12:53:33 PM

Date: 31-Mar-19
 Page: 19

Management Report
 Pledged To: COMMISSIONERS COURT OF JOHNSON COUNTY
 Section V-C

Location	Custid	Description	Maturity	Preferend	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged	Pledged
	Trans#				Coupon	StdPoor	Percent	Face Value	Par Value	Book Value	Market Value	Market Value
FNBK	36422QFH4	GALVESTON CNTY TX MUNI UTILITY	4/1/2020		4.000	NA	\$595,000.00	\$595,000.00	\$595,000.00	\$595,000.00	\$595,684.25	
	266176201203201					AA	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	849515HE4	SPRING CREEK FOREST TX PUBLIC	4/1/2020		3.000	A2	\$325,000.00	\$325,000.00	\$325,000.00	\$325,000.00	\$325,279.50	
	270690201204241					NA	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	121398BH3	BURLESON TEX 4A ECONOMIC DEV	9/1/2021		4.000	NA	\$390,000.00	\$390,000.00	\$391,134.64	\$391,134.64	\$408,983.00	
	193141201006081					AA	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	975968KN1	WCOOLANDS METRO CLR MUN UTIL	10/1/2022		4.000	A2	\$275,000.00	\$275,000.00	\$275,000.00	\$275,000.00	\$275,467.50	
	202876201009081					AA	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	511408PN0	LAKE WORTH TEX INDP1 SCH DIST	2/15/2023		4.250	NA	\$395,000.00	\$395,000.00	\$392,946.71	\$395,809.75		
	151134200905111					A	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	663662PME	NORTHAMPTON TX MUNI UTILITY ED	3/1/2023		4.000	A2	\$240,000.00	\$240,000.00	\$240,000.00	\$240,000.00	\$240,469.50	
	450619201611231					NA	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	346908GU4	FORT BEND CNTY TX MUNI UTILITY	9/1/2023		4.500	NA	\$280,000.00	\$280,000.00	\$283,957.26	\$287,338.80		
	269116201204121					AA	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	70107RAM7	PARKER CNTY TX INR CLG DIST CO	8/1/2024		4.000	NA	\$370,000.00	\$370,000.00	\$384,346.55	\$395,799.10		
	291585201210021					AA	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	346908GV2	FORT BEND CNTY TX MUNI UTILITY	9/1/2024		3.000	NA	\$295,000.00	\$295,000.00	\$295,784.17	\$305,631.05		
	269214201204121					AF	100.00%					
FROST NATIONAL BANK		AFS										
FNBK	24173PCH9	DE SOTO TEX	2/15/2025		4.250	NA	\$345,000.00	\$345,000.00	\$344,577.99	\$345,531.45		
	14116200305111					AA	100.00%					
FROST NATIONAL BANK		AFS										

Location	Cusip Trans#	Description	Maturity	Prerefund	Pool Coupon	Moody StdFoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FNBK	663662PP3	NORTHAMPTON TX MUNI UTILITY DI	3/1/2025		4.000	AZ	100.00%	\$260,000.00	\$260,000.00	\$260,000.00	\$260,429.00
	202878201009R81					NA					
FROST NATIONAL BANK		AFS						\$385,000.00	\$385,000.00	\$399,331.83	\$411,960.81
FNBK	70107RAN5	PARKER CNTY TX JNR CLG DIST CO	8/1/2025		4.000	AA	100.00%	\$495,000.00	\$495,000.00	\$493,731.49	\$506,132.55
	291596201210021					NA					
FROST NATIONAL BANK		AFS						\$400,000.00	\$400,000.00	\$413,659.23	\$427,140.00
FNBK	590774R23	MESQUITE TEX WTRWKS & SWR REV	3/1/2026		4.000	AA	100.00%	\$515,000.00	\$515,000.00	\$515,219.41	\$520,345.70
	193157201006081					NA					
FROST NATIONAL BANK		AFS						\$265,000.00	\$265,000.00	\$284,225.43	\$284,395.35
FNBK	70107RAP0	PARKER CNTY TX JNR CLG DIST CO	8/1/2026		4.000	AA	100.00%	\$585,000.00	\$585,000.00	\$594,295.30	\$602,982.90
	291597201210021					NA					
FROST NATIONAL BANK		AFS						\$435,000.00	\$435,000.00	\$435,536.80	\$454,300.95
FNBK	41419XGSS	HARRIS CNTY TEX MUN UTIL DIST	9/1/2026		4.000	AA	100.00%	\$465,000.00	\$465,000.00	\$465,000.00	\$475,442.90
	242865301109121					NA					
FROST NATIONAL BANK		AFS						\$715,000.00	\$715,000.00	\$715,612.24	\$722,786.35
FNBK	414979L D1	HARRIS CNTY TX MUNI UTILITY DI	4/1/2027		4.000	AA	100.00%	\$435,000.00	\$435,000.00	\$435,536.80	\$454,300.95
	443787201608111					NA					
FROST NATIONAL BANK		AFS						\$465,000.00	\$465,000.00	\$465,000.00	\$475,442.90
FNBK	759592RFS	REMINGTON TX MUNI UTILITY DIST	9/1/2027		4.000	AZ	100.00%	\$585,000.00	\$585,000.00	\$594,295.30	\$602,982.90
	309976201302250					AA					
FROST NATIONAL BANK		AFS						\$435,000.00	\$435,000.00	\$435,536.80	\$454,300.95
FNBK	67381PHX3	OAKMONT TX PUBLIC UTIL DIST	3/1/2028		4.000	AA	100.00%	\$465,000.00	\$465,000.00	\$465,000.00	\$475,442.90
	347857201402101					NA					
FROST NATIONAL BANK		AFS						\$715,000.00	\$715,000.00	\$715,612.24	\$722,786.35
FNBK	3759595E2	GILMER TEX WTRWKS & SWR SYS RP	7/1/2028		4.000	AA	100.00%	\$435,000.00	\$435,000.00	\$435,536.80	\$454,300.95
	213413201052071					NA					
FROST NATIONAL BANK		AFS						\$465,000.00	\$465,000.00	\$465,000.00	\$475,442.90
FNBK	346901BL7	FROST BOND ONLY TX MUNI UTILITY	1/1/2028		4.000	AA	100.00%	\$715,000.00	\$715,000.00	\$715,612.24	\$722,786.35
	357651201231130					AA					
FROST NATIONAL BANK		AFS						\$435,000.00	\$435,000.00	\$435,536.80	\$454,300.95

Report generated by Frost National Bank, N.A. on 3/31/2019 12:53:33 PM.

Reportfolio

First National Bank N.A. Address: Address T-3
Published: 4/1/2019 12:53:33 PM

Code	Cusip Trans#	Description: Maturity	Prerfund	Pool	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Bank Value	Pledged Market Value
Salvagekeeping										
Location										
FNBK	914729LT3 332962201308271	UNIVERSITY NORTH TEX UNIV REV 4/15/2029 @100		5.000	NA	\$4,000,000.00 25.00%	\$1,000,000.00	\$1,000,000.00	\$999,921.86	\$1,001,280.00
FROST NATIONAL BANK										
FNBK	914729LT3 332962201308271	UNIVERSITY NORTH TEX UNIV REV 4/15/2029 @100		5.000	NA	\$4,000,000.00 18.75%	\$750,000.00	\$750,000.00	\$749,941.39	\$750,960.00
FROST NATIONAL BANK										
FNBK	414006PD4 351748201308210	HARRIS CNTY TX 8/15/2029		5.000	AAA	\$7,500,000.00 42.86%	\$3,000,000.00	\$3,000,000.00	\$3,072,941.32	\$3,306,090.00
FROST NATIONAL BANK										
FNBK	17238VGG7 26663920203220	CINCO TX MUNI UTILITY DIST #14 9/1/2029		4.000	AA	\$570,000.00 100.00%	\$570,000.00	\$570,000.00	\$571,895.04	\$574,309.20
FROST NATIONAL BANK										
FNBK	283734POR 333143201308290	EL PASO TEX 8/15/2030		5.000	AA	\$2,490,000.00 40.15%	\$1,000,000.00	\$1,000,000.00	\$1,009,430.21	\$1,043,150.00
FROST NATIONAL BANK										
FNBK	796264VU4 398530201506121	SAN ANTONIO TX INDEP SCH DIST 2/15/2031		5.000	NA	\$3,145,000.00 100.00%	\$3,145,000.00	\$3,145,000.00	\$3,444,236.28	\$3,642,545.40
FROST NATIONAL BANK										
FNBK	414964RA6 408805201510141	HARRIS CNTY TX MUNI UTILITY DI 3/1/2031		4.000	AA	\$795,000.00 100.00%	\$795,000.00	\$795,000.00	\$817,583.47	\$832,524.00
FROST NATIONAL BANK										
FNBK	613711GG7 347862201402101	MONTGOMERY CNTY TX UTILITY DIS 3/1/2031		4.000	AA	\$690,000.00 100.00%	\$690,000.00	\$690,000.00	\$690,000.00	\$713,784.30
FROST NATIONAL BANK										
FNBK	920803NY1 333979201309111	WESLACO TX 8/15/2031		5.000	NA	\$520,000.00 100.00%	\$520,000.00	\$520,000.00	\$531,991.60	\$571,105.60
FROST NATIONAL BANK										
FNBK	513326XG1 438381201407131	MONTGOMERY CNTY TX MUNI UTILIT 10/1/2031		4.000	AA	\$730,000.00 100.00%	\$730,000.00	\$730,000.00	\$791,186.76	\$776,619.70
FROST NATIONAL BANK										

Reportfolio

4000 Franklin St, Suite 200, Johnson County, MO
Published: 4/1/2019 12:53:33 PM

Code	Cusip Trans#	Description	Maturity	Prerefund	Pool	Moody	Original Face	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
Sales/Repurchase											
Location											
FNBK	414964RU2	HARRIS CNTY TX MUNI UTILITY DI	3/1/2032		4.000	A2	\$600,000.00	\$600,000.00	\$600,000.00	\$641,433.35	\$641,004.00
	429363201604131					AA	100.00%				
FROST NATIONAL BANK AFS											
FNBK	613926RH9	MONTGOMERY CNTY TX MUNI UTILIT	10/1/2032		4.000	A2	\$565,000.00	\$565,000.00	\$565,000.00	\$610,475.61	\$596,470.50
	438380201607131					AA	100.00%				
FROST NATIONAL BANK AFS											
FNBK	614121TU5	MONTGOMERY TX INDEP SCH DIST	2/15/2033		4.000	Aaa	\$1,775,000.00	\$1,775,000.00	\$1,775,000.00	\$1,824,175.01	\$1,903,119.50
	502561201810300					AAA	16.47%				
FROST NATIONAL BANK AFS											
FNBK	97000QKM9	WILLIAMSON CNTY TX MUNI UTILIT	8/1/2033		4.000	NA	\$645,000.00	\$645,000.00	\$645,000.00	\$676,717.76	\$687,619.15
	429507201604141					AA	100.00%				
FROST NATIONAL BANK AFS											
FNBK	613926RJ5	MONTGOMERY CNTY TX MUNI UTILIT	10/1/2033		4.000	A2	\$295,000.00	\$295,000.00	\$295,000.00	\$317,962.33	\$310,971.30
	438379201607131					AA	100.00%				
FROST NATIONAL BANK AFS											
FNBK	776586EJ4	ROOSEVELT TX INDEP SCH DIST	2/15/2034		4.000	NA	\$500,000.00	\$500,000.00	\$500,000.00	\$528,309.97	\$535,895.00
	403635201508121					AAA	100.00%				
FROST NATIONAL BANK AFS											
FNBK	776586FK1	ROOSEVELT TX INDEP SCH DIST	2/15/2035		4.000	NA	\$525,000.00	\$525,000.00	\$525,000.00	\$552,757.58	\$562,390.50
	403634201508121					AAA	100.00%				
FROST NATIONAL BANK AFS											
		3% Muni Tax Exempt - Fixed Rate									
FNBK	3170A7K70	FNR 2012-52 EB	4/25/2037		3.500		\$37,000.00	\$37,000.00	\$37,000.00	\$1,557,514.29	\$1,534,874.31
	332894201309271						10.00%				
FROST NATIONAL BANK AFS											
FNBK	3136AVK53	FNR 2017-67 5A	9/25/2042		3.500		\$70,000.00	\$70,000.00	\$70,000.00	\$7,905,816.32	\$7,782,739.95
	474482201709251						50.00%				
FROST NATIONAL BANK AFS											
FNBK	3136AVK53	FNR 2017-67 5A	9/25/2042		3.500		\$21,307.00	\$21,307.00	\$21,307.00	\$1,066,069.40	\$1,064,745.45
	474482201709251						5.81%				

Information shown on this report is provided by the issuer.

Reportfolio

First Financial Bank N.A. Abilene, Abilene, TX
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Management Report
 Pledged To: COMMISSIONERS COURT OF JOHNSON COUNTY
 Section V-C

Safeskeeping Code	Cusip Trans#	Description Maturity	Prefund	Pool Coupon	Moody StdPoor	Pledged Percent	Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
Location FAS 115										
FNBK	3136AU6D8	FNR 2017-2 JA		4.500		\$29,208,000.00	\$15,208,000.00	\$10,360,062.65	\$10,909,560.92	\$11,066,164.12
	484866201801261	4/25/2053				52.07%				
FROST NATIONAL BANK AFS										
FNBK	3137TFHM0	FHR 4821 MA		3.500		\$20,000,000.00	\$5,500,000.00	\$5,029,851.84	\$5,043,810.92	\$5,133,877.52
	500675201809211	10/15/2053				27.50%				
FROST NATIONAL BANK AFS										
FNBK	3137FHEMC	FHR 4821 MA		3.500		\$23,000,000.00	\$4,000,000.00	\$3,856,073.92	\$3,645,208.33	\$3,733,729.11
	500724201809241	10/15/2053				17.39%				
FROST NATIONAL BANK AFS										
							\$39,458,000.00	\$29,893,056.78	\$30,131,976.17	\$30,315,060.92
							\$84,593,000.00	\$54,528,056.78	\$56,070,259.47	\$57,007,107.54

6 CMOs - Fixed Rate

Total Pledged 43 To: CCJC COMMISSIONERS COURT OF JOHNSON COUNTY

\$920,000.00 Munis with Maturity Under 2 Years
 \$24,215,000.00 Munis with Maturity Over 2 Years

\$0.00 Other securities with Stated Maturity Under 2 Years
 \$29,893,056.78 Other securities with Stated Maturity Over 2 Years

Reportfolio

First Fidelity Bank N.A. Address: Suite 101
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Management Report
 Pledged To: JOHNSON COUNTY

Date: 31-Mar-19
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Section V-C

Location	Cusip	Description	Maturity	PreFund	Pool	Moody	Original Percent	Pledged Face Value	Par Value	Pledged Book Value	Pledged Market Value
FNBK	775641DQ3	ROLLING CREEK UTIL DIST TX	9/1/2022		4.000	NA	100.00%	\$420,000.00	\$420,000.00	\$420,000.00	\$420,667.80
FROST NATIONAL BANK	210928201011151	ROLLING CREEK UTIL DIST TX	9/1/2022		4.000	AA	100.00%				
FNBK	1084431F7	BRIDGESTONE MUN UTIL DIST TEX	11/1/2022	@ 100	5.500	NA	100.00%	\$350,000.00	\$350,000.00	\$351,447.52	\$359,078.08
FROST NATIONAL BANK	145271200903181	BRIDGESTONE MUN UTIL DIST TEX	11/1/2022	@ 100	5.500	AA	100.00%				
FNBK	664387JJ7	N E TRAVIS CNTY TX UTILITY DIS	9/1/2023		3.250	AZ	100.00%	\$405,000.00	\$405,000.00	\$405,640.77	\$407,458.35
FROST NATIONAL BANK	302236201212201	N E TRAVIS CNTY TX UTILITY DIS	9/1/2023		3.250	NA	100.00%				
FNBK	775641DR1	ROLLING CREEK UTIL DIST TX	9/1/2023		4.000	NA	100.00%	\$415,000.00	\$415,000.00	\$415,000.00	\$415,672.30
FROST NATIONAL BANK	210827201011151	ROLLING CREEK UTIL DIST TX	9/1/2023		4.000	AA	100.00%				
FNBK	66748PHG0	N W HARRIS CNTY TX MUNI UTILIT	10/1/2024		3.500	NA	100.00%	\$530,000.00	\$530,000.00	\$531,360.28	\$533,609.30
FROST NATIONAL BANK	304153201301110	N W HARRIS CNTY TX MUNI UTILIT	10/1/2024		3.500	AA	100.00%				
FNBK	34681LFO6	FORT BEND CNTY TEX MUN UTIL DI	9/1/2026		4.000	A2	100.00%	\$350,000.00	\$350,000.00	\$345,613.89	\$361,581.50
FROST NATIONAL BANK	237379201137191	FORT BEND CNTY TEX MUN UTIL DI	9/1/2026		4.000	AA	100.00%				
FNBK	258696HB9	EAGLE MOUNTAIN & SAGINAW TX IN	8/15/2031		5.500	NA	100.00%	\$3,000,000.00	\$3,000,000.00	\$3,373,250.90	\$3,520,440.00
FROST NATIONAL BANK	500878201609270	EAGLE MOUNTAIN & SAGINAW TX IN	8/15/2031		5.500	AAA	100.00%				
FNBK	262061QJR	DRIPPING SPRINGS TX INDEP SCHC	2/15/2033		4.000	Aaa	100.00%	\$2,295,000.00	\$2,295,000.00	\$2,404,180.13	\$2,537,853.95
FROST NATIONAL BANK	501783201810151	DRIPPING SPRINGS TX INDEP SCHC	2/15/2033		4.000	AAA	100.00%				
FNBK	852854A77	TEXAS ST WTR OFCY BOND	10/15/2033		4.000	AAA	100.00%	\$5,000,000.00	\$5,000,000.00	\$5,159,487.47	\$5,563,153.00
FROST NATIONAL BANK	501785201810150	TEXAS ST WTR OFCY BOND	10/15/2033		4.000	AAA	100.00%				
FNBK	214682W97	FLR 2018 SA CA	6/25/2044		3.500			\$12,765,000.00	\$12,765,000.00	\$13,405,373.96	\$14,118,451.25
FROST NATIONAL BANK	5014412163427	FLR 2018 SA CA	6/25/2044		3.500			\$28,000,000.00	\$28,000,000.00	\$28,150,557.82	\$28,601,710.97
FNBK	214682W97	FLR 2018 SA CA	6/25/2044		3.500			\$28,000,000.00	\$28,000,000.00	\$28,150,557.82	\$28,601,710.97
FROST NATIONAL BANK	5014412163427	FLR 2018 SA CA	6/25/2044		3.500			\$28,000,000.00	\$28,000,000.00	\$28,150,557.82	\$28,601,710.97

First Fidelity Bank N.A. Address: Suite 101
 Published: 4/1/2019 12:53:42 PM

Management Report
Pledged To: JOHNSON COUNTY

Reportfolio

First Financial Bank N.A. Abilene, Abilene, TX
Published: 4/17/2019 12:53:42 PM

Location	Cusip Trans#	Description Maturity	Prerefund	Pool Coupon	Moody StdPool	Original Face Pledged Percent	Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FNBK	3136B1HW7	FNR 2018-15 HQ		3.500		100.00%	\$33,460,319.00	\$28,132,919.59	\$28,452,186.74	\$28,783,465.22
FROST NATIONAL BANK	488847201802271	10/25/2044					\$61,460,319.00	\$53,300,138.03	\$53,604,774.56	\$54,385,180.59
		AFS					\$74,225,319.00	\$86,095,138.03	\$67,010,898.52	\$68,503,671.79
2 CMOs - Fixed Rate										
Total Pledged 11 To: JOHNSON COUNTY										
		\$0.00	Munis with Maturity Under 2 Years			\$0.00				
		\$12,765,000.00	Munis with Maturity Over 2 Years			\$53,300,138.03				

11 of 11 pages is shown. Blank tabs are the pledges for the columns (pages)



AUTHORIZATION TO RELEASE PLEDGE

Date: 04/04/2019
Ref: Acct. 1000100

Please consider this your authorization to **RELEASE PLEDGE** for the following security/securities.

CUSIP 914729LT3, PAR 1,750,000.00 MAT 04/15/2019

Due to your current balances we are not replacing this pledge at this time. We will continue to monitor your balances daily to insure adequate collateral pledging.

Release from: **JOHNSON COUNTY COMM. COURT**

Signature: 

Thank you,
NICOLE MCPHERSON



First Financial Bank
Sr. Safekeeping Rep
nmcperson@ffin.com
(325)627-7386



Pledge Notification

FROST BANK
ATTN CUSTODY SERVICES
100 WEST HOUSTON STREET
SAN ANTONIO, TX 78205

For the Account of

FIRST FINANCIAL BANK
PORTFOLIO ACCOUNT
ATTN NICOLE MCPHERSON
P O BOX 701
ABILENE, TX 79604

Receipt Number 160071272

Customer Number 1000100

Effective 04/04/2019

The following security's pledge status has been released from:

COMMISS COURT OF JOHNSON CTY

UNIVERSITY NORTH TEX
UNIV REV FING SYS-SER A
REVENUE BONDS
CUSIP: 914729LT3
Maturity Dt: 04/15/2029
Rate: 5.0000000
Issue Dt: 11/15/2009
Currency: USD
Face Amt: 1,000,000.00000
Par Amt: 1,000,000.00000



Pledge Notification

FROST BANK
ATTN CUSTODY SERVICES
100 WEST HOUSTON STREET
SAN ANTONIO, TX 78205

For the Account of

FIRST FINANCIAL BANK
PORTFOLIO ACCOUNT
ATTN NICOLE MCPHERSON
P O BOX 701
ABILENE, TX 79604

Receipt Number 161003601

Customer Number 1000100

Effective 04/04/2019

The following security's pledge status has been released from:

COMMISS COURT OF JOHNSON CTY

UNIVERSITY NORTH TEX
UNIV REV FING SYS-SER A
REVENUE BONDS
CUSIP: 914729LT3
Maturity Dt: 04/15/2029
Rate: 5.0000000
Issue Dt: 11/15/2009
Currency: USD
Face Amt: 750,000.00000
Par Amt: 750,000.00000



For the Account of

FIRST FINANCIAL BANK
PORTFOLIO ACCOUNT
ATTN NICOLE MCPHERSON
P O BOX 701
ABILENE, TX 79604

Pledge Notification

FROST BANK
ATTN CUSTODY SERVICES
100 WEST HOUSTON STREET
SAN ANTONIO, TX 78205

Receipt Number 160096774

Customer Number 1000100

Effective 04/12/2019

The following securities have been pledged to:

COMMISS COURT OF JOHNSON CTY

ABILENE TX
CTFS OBLIG
GENERAL OBLIGATION LTD
CUSIP: 00344NLA0
Maturity Dt: 02/15/2032
Rate: 5.0000000
Issue Dt: 04/15/2015
Currency: USD
Face Amt: 500,000.00000
Par Amt: 500,000.00000

**RESOLUTION CERTIFICATE
AND CERTIFICATE OF INCUMBENCY
OF FIRST FINANCIAL BANK, N.A. (THE "BANK")**

The undersigned hereby certifies as follows:

1. I am the officer of the Bank holding the title designated on the signature line of this Certificate.

2. The following is a full, true and correct copy of a resolution (the "Resolution") duly adopted by the Board of Directors of the Bank in conformity with the Articles of Association and By-laws of the Bank, and otherwise in accordance with applicable law, to wit:

RESOLVED, That the Chairman or the President, any Regional Board Chairperson (who is the Chief Executive Officer of the Region) or Regional President, any Division or Market President, and any Executive Vice President, Chief Operations Officer, Cashier or Senior Vice President within the Treasury Management or Operations Division of the Bank, be and each is hereby severally authorized on behalf of the Bank, to accept public funds deposits and to approve and execute an appropriate agreement containing those terms and conditions relative to the depository services to be provided and to effect an appropriate pledge of eligible securities held by the Bank to secure the account or accounts of each such depositor accepted by the Bank.

3. The Resolution has not been amended, modified or rescinded, and is in full force and effect on the date hereof.

4. The Bank is a national association duly organized and existing under the laws of the United States of America.

5. All franchise and other taxes required to maintain the Bank's existence have been paid and none of such taxes are delinquent.

6. No proceedings are pending for the forfeiture of the Bank's authority to do business or for its dissolution, voluntarily, or involuntarily.

7. The Bank is qualified to do business in each state where the nature of its business requires such qualification.

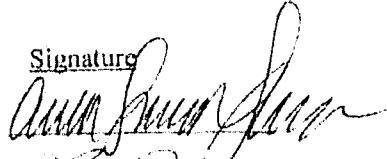
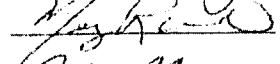

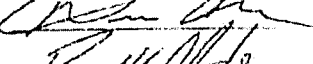
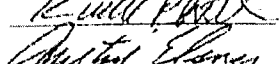

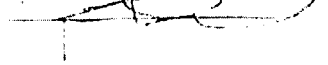
8. There is no provision in the Articles of Association, By-laws or any other agreement, indenture or contract to which the Bank or its property is subject which limits the Resolution.

9. This Certificate, the Resolution and the agreement pledging eligible securities as contemplated under the Resolution are made in order to comply with requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended, and 12 U.S.C.A. §§


1821(d)(9)(A) and 1823(e), and shall each constitute a business record of the Bank and shall each be continuously maintained in the official business records of Bank.

10. The undersigned officers have been duly elected to the positions set opposite their respective names below and are qualified to act in the present capacities in which they sign for the Bank.

11. The signatures appearing opposite each of the undersigned officers is his or her authentic signature.

<u>Name</u>	<u>Office</u>	<u>Signature</u>
Andrea Smiddy-Schlagel	E.V.P, Treasury Management	
Meg Romano	S.V.P., Treasury Management	
John Mendez	V.P., Asst. Chief Operating Officer	
Duane Thomas	E.V.P, Market President	
Russell Phillips	E.V.P., Commercial Lender	
Austin Elsner	President and CEO - Cleburne	
Ronald D. Butler, II	E.V.P, Chief Administrative Officer	

EXECUTED to be effective as of the 22 day of April, 2019


Bruce Hildebrand, Secretary