PENDLETON COUNTY FISCAL COURT

September Term, September 25TH, 2007

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: *Gary Veirs, Alan Whaley, Mark Hart and Stacey Wells.*

MEMBERS ABSENT None

COUNTY ATTORNEY: Jeffrey B. Dean,

Invocation was given by Squire Mark Hart, followed by the Pledge of Allegiance led by Judge/Executive Henry Bertram.

In Re: Approval of Agenda.

A copy of the Agenda for this meeting was presented to each Fiscal Court member. Judge Bertram added items 7a. Bid of County Road Barn Addition 10 a. Hire Road Employee and 11a. Disputed Fire Run. Whereupon Squire Veirs made a motion to accept the agenda as presented and amended, seconded by Squire Whaley, motion carried.

In Re: Approval of Minutes of September 11TH, 2007 Fiscal Court Meeting.

Minutes of the September 11TH, 2007 Fiscal Court meeting was presented to the Court by Darlene Smeal, Fiscal Court Clerk. Whereupon Squire Wells made a motion to accept the minutes as presented, seconded by Squire Hart, motion carried.

In Re: Pendleton County Treasurer's Report, for the month of August, 2007.

Pendleton County Treasurer, Vicky King, submitted a written report for the month of August, 2007. This report was submitted for review at the September 11TH, 2007 meeting. Whereupon Squire Wells made a motion to approve the Treasurer's Report as presented and reviewed, seconded by Squire Veirs, motion carried.

In Re: Discuss Animal Shelter Bidding.

Judge Bertram reported he has received approval from the State to bid out and start construction on the addition to the Animal Shelter. He reported on numerous problems with this project at the State level. He reported the Mr. Andy Stegal was willing to help get this project through and the go ahead was given to proceed with the project. He state the notice went out in the Falmouth Outlook today. He reported the bid opening will be on the 4TH or 5TH of October. He reported it may be necessary to add ten thousand dollars ($10,000.00) to the project. This was for informational purposes only, no action taken at this time.

In Re: Bid out County Road Barn Addition.

Judge Bertram stated approval has been given by the State for the County Road Barn Addition. This additional building will be used to house cold patch, salt and some equipment. He reported the estimated cost will be approximately forty thousand dollars ($40,000.00). Discussion held. Squire Whaley made a motion to submit for bid the County Road Barn Addition, motion seconded by Squire Hart, motion carried.

In Re: Declare Two Road Department Dump Trucks as Surplus Property and Place for Sale on Ebay.

Judge Bertram reported that two (2) County Road Department Dump Trucks need to be declared surplus property and placed for sale on Ebay. Judge Bertram presented and read a resolution of the Pendleton county Fiscal Court declaring two (2) road department dump trucks as surplus property and placing both trucks at public auction on e-bay.

Discussion held in regards to the dump trucks. Judge Bertram reported on the condition of the two trucks in discussion. He presented and read the proposed bid. Judge Bertram also presented copies of the KRS 67.0802 and KRS 424.130

Squire Hart made a motion to approve the resolution as presented and read, seconded by Squire Veirs, motion carried.

Information and resolution recorded as follows:

9

Accepting Bids

The Pendleton County Fiscal Court has declared the following truck as surplus and will advertise them for sale on Ebay at <www.ebay.com>.

For Sale: 1997 GMC, C6500 Single Axle Dump Truck, 39264 Miles, 360 Gas Eng, Hyd Booster Brakes, 5 Sp Std Trans/2 Sp Axle, Rear Mounted Hyd, 26000 GVWR, 900 x 20 Tires (Med Cond), New Clutch, 9ft Bed, 9ft Up/Down & Angle Western Snow Plow. Can be seen at the Pendleton County Road Barn, 103 Highway 330, Falmouth, Ky 41040. Sold As Is.

For Sale: 1999 Freightliner, F160 Single Axle Dump Truck, 35635 Miles, 210 Hp Cat Eng, Air Brakes, 6 Sp Std Trans, Rear Mounted Remote Hyd, 33000 GVWR, 11 x 22.5 Tires, 45 Gal Fuel Tank, 10ft Bed, 12000 Front Axle, 23000 Rear Axle, Cruise Cont, P.S. Can be seen at the Pendleton County Road Barn, 103 Highway 330, Falmouth, Ky 41040. Sold As Is.

Sale on ebay will be final unless reserves are not met and trucks are sold as is. The trucks will be placed on ebay on September 26 at 4:00 PM or as close as possible to this time and bidding will close at or around 4:00 PM on October 3, 2007. Pendleton County Reserves the right to reject any and/or all bids.

67.0802 Sale or other disposition of county property.

(1) A county may sell or otherwise dispose of any of its real or personal property.

(2) Before selling or otherwise disposing of any real or personal property, the county shall make a written determination setting forth and fully describing:

(a) The real or personal property;

(b) Its intended use at the time of acquisition;

(c) The reasons why it is in the public interest to dispose of it; and

(d) The method of disposition to be used.

(3) Real or personal property may be:

(a) Transferred, with or without compensation, to another governmental agency;

(b) Sold at public auction following publication of the auction in accordance with KRS 424.130(1)(b);

(c) Sold by electronic auction following publication of the auction, including the uniform resource link (URL) for the site of the electronic auction, in accordance with KRS 424.130(1)(b); or

(d) Sold by sealed bids in accordance with the procedure for sealed bids under KRS 45A.365(3) and (4).

(4) If a county receives no bids for the real or personal property, either at public or electronic auction or by sealed bid, the property may be disposed of, consistent with the public interest, in any manner deemed appropriate by the county. In those instances, a written description of the property, the method of disposal, and the amount of compensation, if any, shall be made.

(5) Any compensation resulting from the disposal of this real or personal property shall be transferred to the general fund of the county.

Effective: July 13, 2004

History: Amended 2004 Ky. Acts ch. 153, sec. 2, effective July 13, 2004. -- Created 2000 Ky. Acts ch. 223, sec. 2, effective July 14, 2000.

Ad U 25

Bid 3

424.130 Times and periods of publication -- Posting of delinquent tax lists.

(1) Except as otherwise provided in KRS 424.110 to 424.370 and notwithstanding any provision of existing law providing for different times or periods of publication, the times and periods of publications of advertisements required by law to be made in a newspaper shall be as follows:

(a) When an advertisement is of a completed act, such as an ordinance, resolution, regulation, order, rule, report, statement, or certificate and the purpose of the publication is not to inform the public or the members of any class of persons that they may or shall do an act or exercise a right within a designated period or upon or by a designated date, the advertisement shall be published one (1) time only and within thirty (30) days after completion of the act. However, a failure to comply with this paragraph shall not subject a person to any of the penalties provided by KRS 424.990 unless such failure continues for a period of ten (10) days after notice to comply has been given him by registered letter.

(b) When an advertisement is for the purpose of informing the public or the members of any class of persons that on or before a certain day they may or shall file a petition or exceptions or a remonstrance or protest or objection, or resist the granting of an application or petition, or present or file a claim, or submit a bid, the advertisement shall be published at least once, but may be published two (2) or more times, provided that one (1) publication occurs not less than seven (7) days nor more than twenty-one (21) days before the occurrence of the act or event.

(c) When an advertisement is for the purpose of informing the public and the advertisement is a notice of delinquent taxes, or notice of the sale of tax claims, the advertisement shall be published once, preceded by a one-half (1/2) page notice of advertisement the preceding week. The one-half (1/2) page advertisement shall include notice that a list of uncollectible delinquent taxes is also available for public inspection in accordance with KRS 424.330 during normal business hours at the business address of the city or county and on an identified Internet Web site. The advertisement shall include the business address of the city or county and the Uniform Resource Locator (URL) for the Internet Web site where the document can be viewed. The Internet Web site shall be affiliated with the city or county and contain other information about the city or county government. The delinquent tax list shall be posted on the Internet Web site for a minimum of thirty (30) days and shall be updated weekly. The provisions of this paragraph shall not be construed to require the advertisement of notice of delinquent state taxes which are collected by the state.

(d) Any advertisement not coming within the scope of paragraph (a), (b), or (c) of this subsection, such as one for the purpose of informing the public or the members of any class of persons of the holding of an election, or of a public hearing, or of an examination, or of an opportunity for inspection, or of the due date of a tax or special assessment, shall be published at least once but

may be published two (2) or more times, provided that one (1) publication occurs not less than seven (7) days nor more than twenty-one (21) days before the occurrence of the act or event, or in the case of an inspection period, the inspection period commences.

(e) If the particular statute requiring that an advertisement be published provides that the day upon or by which, or the period within which, an act may or shall be done or a right exercised, or an event may or shall take place, is to be determined by computing time for the day of publication of an advertisement, the advertisement shall be published at least once, promptly, in accordance with the statute, and the computation of time shall be from the day of initial publication.

(2) This section is not intended to supersede or affect any statute providing for notice of the fact that an adversary action in court has been commenced.

Effective: July 12, 2006

History: Amended 2006 Ky. Acts ch. 8, sec. 4, effective July 12, 2006. -- Amended 2002 Ky. Acts ch. 346, sec. 231, effective July 15, 2002. -- Amended 1988 Ky. Acts ch. 32, sec. 1, effective July 15, 1988. -- Amended 1960 Ky. Acts ch. 168, sec. 1. -- Created 1958 Ky. Acts ch. 42, sec. 3.

RESOLUTION NO. _____

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT DECLARING TWO (2) ROAD DEPARTMENT DUMP TRUCKS AS SURPLUS PROPERTY AND PLACEING BOTH TRUCK AT PUBLIC AUCTION ON E-BAY .

WHEREAS, through the advice of the road employees and the road supervisor of the county road department, a 1997 Chevy dump truck and a 1999 Freightliner dump truck will be declared surplus and sold on E-Bay, and

WHEREAS, these trucks were used for the past several years to serve the county road department, and

WHEREAS, due to the condition of these trucks, it is determined that for the safety and reliability of the road department the selling of these trucks will better serve the road department.

NOW, THEREFORE, BE IT RESOLVED, that the Pendleton County Fiscal Court does hereby declare these two trucks as surplus and further resolves to dispose of these trucks through electronic auction on E-Bay at it's earliest convenience.

This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED: September 25, 2007.

_____
Henry W. Bertram
County Judge/Executive
Pendleton County

ATTEST:

_____
Darlene Smeal
Fiscal Court Clerk

In Re: KACO Resolution Amending the Ability for KACO to Change their Loan Process.

Judge Bertram presented the First Supplemental Declaration of Trust, By-Laws and Interlocal Cooperation Agreement for the Kentucky Association of Counties Leasing Trust (COLT). He reported the Fiscal Court on the need for this Agreement. He reported basically this was to enable KACO to provide low interest loans to non profit corporations that serve a general public interest. Judge Bertram reported that Pendleton County is the administrating County and have been since 1989.

Squire Veirs made a motion to approve the resolution and agreement as presented, seconded by Squire Wells, motion carried.

Information recorded as follows:

FIRST SUPPLEMENTAL
DECLARATION OF TRUST, BY-LAWS AND
INTERLOCAL COOPERATION AGREEMENT FOR THE
KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST (COLT)

WHEREAS, certain Counties in the Commonwealth of Kentucky (the "Counties") have heretofore entered into a Declaration of Trust, By-Laws and Interlocal Cooperation Agreement for the Kentucky Association of Counties Leasing Trust (COLT), first executed on November 9, 1988 (the "Original Agreement"); and

WHEREAS, the Counties desire to enhance and expand the financing program (the "Program") established under the Original Agreement; and

WHEREAS, in order to proceed with the enhanced and expanded Program the Original Agreement must be supplemented by this First Supplemental Declaration of Trust, By-Laws and Interlocal Cooperation Agreement for the Kentucky Association of Counties Leasing Trust (the "First Supplemental Agreement");

NOW, THEREFORE, the Counties, being the undersigned signatories, hereby amend the Original Agreement and agree to be bound by the Original Agreement and this First Supplemental Agreement.

SECTION 1. Amendment to Section 1 of the Original Agreement. Section 1 of the Original Agreement is hereby amended by adding to the end thereof, the following:

In addition to the foregoing, the Trust may provide for the issuance of revenue bonds under Chapter 103 of the Kentucky Revised Statutes and any other statutes authorizing the issuance of bonds by public agencies for the aforesaid purposes and for the purposes of entering into leases or other financing agreements with, or making loans to, public agencies, nonprofit corporations and other legal entities carrying out purposes which improve the general welfare of the inhabitants of the Commonwealth of Kentucky. Furthermore, such loans may be, in addition

[illegible] purposes outlined above with respect to pooled lease financing programs, made to provide working capital or to meet other cash flow borrowing needs of users of the Program.

SECTION 2. Amendment to Section 1 of the Original Agreement. Section 1 of the Original Agreement is hereby amended by adding to the end thereof, the following:

(a) In addition to the leases authorized above, the Trust may enter into loan agreements or other financing instruments for the same purposes as entering into leases. In addition, the Trust may enter into loan agreements or other financing instruments for the purpose of meeting the working capital and cash flow needs of users of the Program.

(b) In addition to entering into leases, loan agreements and other financing instruments with counties and other public agencies, the Trust may enter into such agreements and any governmental body, any nonprofit corporation and any other entity carrying out purposes which improve the general welfare of the inhabitants of the Commonwealth of Virginia.

SECTION 3. Effect of First Supplemental Agreement. The provisions of this First Supplemental Agreement shall become effective immediately upon the execution and delivery hereof and this First Supplemental Agreement shall form a part of the Original Agreement and all the terms and conditions hereof shall be deemed to be part of the terms of the Original Agreement, as fully and with the same effect as if they had been set forth in the Original Agreement as originally executed and all actions heretofore taken by staff for the Trust and any commitments or obligations heretofore incurred by the Trust with respect to matters set forth in this First Supplemental Agreement are hereby affirmed, ratified and approved. Except as modified or amended by this First Supplemental Agreement, the Original Agreement, shall remain and continue in full force and effect in accordance with the terms and provisions thereof, and all the [illegible]

[illegible] terms and provisions of the Original Agreement shall remain in full force and effect.

SECTION 4. Miscellaneous Provisions. In case any one or more of the provisions contained in this First Supplemental Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this First Supplemental Agreement or the Original Agreement, but this First Supplemental Agreement and the Original Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

This First Supplemental Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or an many of them as the Counties and CoLT shall preserve undestroyed, shall together constitute but one and the same instrument.

For identification purposes, this First Supplemental Agreement is dated as of August 1, 2007, but will be effective as to each party hereto, as of the date of execution by such party.

[Signatures begin on the following page.]

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

_____
CHAIR

ATTEST:

_____
SECRETARY

COMMONWEALTH OF KENTUCKY)
): SS
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2007, by _____ and _____ who are the Chair and Secretary of Kentucky Association Of Counties Leasing Trust, on behalf of said Trust.

My Commission expires _____

_____
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

This instrument prepared by:

_____
Roger L. Peterman, Esq.
Peck, Shaffer & Williams LLP
118 W. Fifth Street
Covington, Kentucky 41011

This First Supplemental Interlocal Cooperation Agreement was properly approved by the Fiscal Court of Pendleton County on the _____ day of _____, 2007.

PENDLETON COUNTY

_____
JUDGE/EXECUTIVE

ATTEST:

_____
FISCAL COURT CLERK

COMMONWEALTH OF KENTUCKY)
): SS
COUNTY OF PENDLETON)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2007, by _____ and _____ who are the County Judge/Executive and Fiscal Court Clerk of Pendleton County, Kentucky, on behalf of said County.

My Commission expires _____

_____
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

CERTIFICATE OF RECORDING OF COUNTY CLERK

I, the undersigned County Clerk of the County of Pendleton, Kentucky, do hereby certify that the First Supplemental Interlocal Cooperation Agreement by and among public agencies of Kentucky dated as of August 1, 2007, has been duly filed of record in Miscellaneous Book _____, Page _____, of the records of the County Clerk.

Dated: _____

_____
COUNTY CLERK/DEPUTY COUNTY CLERK

FOURTH SUPPLEMENTAL TRUST INDENTURE

Between

PENDLETON COUNTY, KENTUCKY,

THE BANK OF NEW YORK TRUST COMPANY, N.A.
(successor to Liberty National Bank and Trust Company of Louisville)

and

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

SECURING

Money Market Municipal Lease Revenue Bonds
(Kentucky Association of Counties Leasing Trust Program)
Series 1989

Dated as of August 1, 2007

FOURTH SUPPLEMENTAL TRUST INDENTURE

This FOURTH SUPPLEMENTAL TRUST INDENTURE is made and entered into as of this August 1, 2007 (the "Fourth Supplemental Indenture"), by and between PENDLETON COUNTY, KENTUCKY, a political subdivision of the Commonwealth of Kentucky (the "Issuer"), THE BANK OF NEW YORK TRUST COMPANY, N.A. (successor to Liberty National Bank and Trust Company of Louisville), as trustee (the "Trustee"), and the KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST, a trust organized under the laws of the Commonwealth of Kentucky ("CoLT").

WHEREAS, the Issuer, in accordance with the applicable provisions of Kentucky law, including KRS 65.210 through 65.300, as amended, the Interlocal Cooperation Act, and KRS 58.010 through 58.190, as amended (the "Act"), on March 29, 1989, issued its Money Market Municipal Multi-County Lease Revenue Bonds (Kentucky Association of Counties Leasing Trust Program) Series 1989 in the aggregate principal amount of $200,000,000 (the "Bonds") pursuant to the Trust Indenture dated as of March 1, 1989 (the "Original Indenture") between the Issuer, the Trustee and CoLT, which has been amended and supplemented by a First Supplemental Trust Indenture dated as of April 1, 1990, a Second Supplemental Trust Indenture dated as of May 1, 2004 and a Third Supplemental Trust Indenture dated as of July 1, 2006, each between the Issuer, CoLT and the Trustee (together with the Original Indenture, the "Indenture"); and

WHEREAS, the Bonds were issued to finance the Kentucky Association of Counties Leasing Trust Program (the "Program"), to be administered by CoLT, to provide financing or refinancing of the acquisition, construction and installation of various public projects for lease to various counties and other public agencies, as lessees (the "Projects"); and

WHEREAS, the Issuer and CoLT, in order to provide for improved opportunities for remarketing the Bonds, desire to provide for the transfer of ownership of Bonds through a book-entry system; and

WHEREAS, Section 12.02 of the Indenture provides that the Issuer, CoLT and the Trustee may, from time to time and at any time, without the consent of or notice to the owners of Bonds, but with the consent of the Credit Facility Provider, enter into supplemental indentures to modify, alter, amend or supplement the Indenture in any respect which relates to the administration of the Program; and

WHEREAS, the Issuer has adopted an ordinance on _____, 2007 authorizing the execution and delivery of this Fourth Supplemental Indenture with the consent of the Credit Facility Provider.

NOW THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Issuer, the Trustee and the Funding Trust do hereby supplement and amend the Indenture as follows:

ARTICLE I
AMENDMENT OF INDENTURE

Section 1.01. **Amendment to Section 1.01 of the Original Indenture.** Section 1.01 of the Original Indenture is amended by adding the following defined terms.

"Agent Member" means a member of, or participant in, the Securities Depository.

"Book-Entry Form" means, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Bonds and bond service charges may be transferred only through a Book-Entry, and (ii) physical Bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as owner, with the physical Bond certificates in the custody of a Securities Depository.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interests in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

"Securities Depository Nominee" means any nominee of a Securities Depository and initially means Cede & Co., New York, New York, as nominee of The Depository Trust Company.

Section 1.02. Addition of Section 2.16 to the Original Indenture. Section 2.16 is added to the Original Indenture, as follows:

Section 2.16. Securities Depository; Ownership of Bonds. Except as provided in paragraphs (b) and (c) below, the Bonds shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members of the Securities Depository. Initially, the Bonds, upon their conversion to Book-Entry Form, shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Except as provided in paragraphs (b) and (c) below, the Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Board or to a nominee of such successor Securities Depository. As to any Bond, the person in whose name such Bond shall be registered shall be the absolute owner thereof for all purposes, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative.

(a) Neither the Issuer, CoLT nor the Trustee shall have any responsibility or obligation with respect to:

(1) the accuracy of the records of the Securities Depository or any Agent Member with respect to any beneficial ownership interest in the Bonds;

(2) the delivery to any Agent Member, any beneficial owner of the Bonds or any other person, other than the Securities Depository, of any notice with respect to the Bonds or the Indenture; or

(3) the payment to any Agent Member, any beneficial owner of the Bonds or any other person, other than the Securities Depository, of any amount with respect to the principal of, premium, if any, or interest on the Bonds.

So long as any Bonds are registered in Book-Entry Form, the Issuer, CoLT and the Trustee may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal of, premium, if any, and interest on the Bonds;

(ii) giving notices of redemption and other matters with respect to the Bonds;

(iii) registering transfers with respect to the Bonds;

(iv) the selection of Bonds for redemption;

(v) for purposes of obtaining consents under the Indenture; and

(vi) notwithstanding the definition of the term "Owner" in the Indenture as referencing the registered owners of the Bonds, the Trustee shall be entitled to rely upon written instructions from a majority of the beneficial owners of the Bonds held in Book-Entry Form with reference to consent, if any, required from the owners of the Bonds pursuant to the terms of the Indenture.

(b) Notwithstanding paragraph (a) above, Owners of Bonds that originally received their Bonds in certificated form may continue to hold such Bonds without the requirement to convert such Bonds to Book-Entry Form. Upon any transfer of ownership of Bonds, such Bonds shall be converted to Book-Entry Form.

(c) If at any time the Securities Depository notifies the Issuer, CoLT or the Trustee that it is unwilling or unable to continue as Securities Depository with respect to the Bonds, or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the CoLT within 90 days after the Issuer, CoLT or the Trustee receives notice or becomes aware of such condition, as the case may be, then this Section shall no longer be applicable, and the Issuer shall execute and the Trustee shall authenticate and deliver certificates representing the Bonds to the owners of the Bonds as otherwise provided in this Article II.

(d) Payment of the principal of, premium, if any, and interest on any Bonds not registered in Book-Entry Form shall be made as provided in this Article II.

(e) The principal of, premium, if any, and interest on the Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee shall be payable by wire transfer from the Trustee to the Securities Depository or the Securities Depository Nominee, as the case may be.

ARTICLE II
EFFECT OF FOURTH SUPPLEMENTAL TRUST INDENTURE

Section 2.01. Effect of Fourth Supplemental Indenture. The provisions of this Fourth Supplemental Indenture shall become effective immediately upon the execution and delivery hereof and this Fourth Supplemental Indenture shall form a part of the Indenture and all the terms and conditions hereof shall be deemed to be part of the terms of the Indenture, as fully and with the same effect as if they had been set forth in the Indenture as originally executed and

Supplemental. Except as modified or amended by this Fourth Supplemental Indenture, the Indenture, as amended, shall remain and continue in full force and effect in accordance with the terms and provisions thereof, and all the covenants, conditions, terms and provisions of the Indenture, as amended, with respect to the Trustee, CoLT and the Issuer shall remain in full force and effect and be applied to the Trustee, CoLT and the Issuer in the same manner as though set out herein at length.

ARTICLE III
MISCELLANEOUS PROVISIONS

Section 3.01. Severability. In case any one or more of the provisions contained in this Fourth Supplemental Indenture 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 provisions of this Fourth Supplemental Indenture, but this Fourth Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 3.02. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or an many of them as the Issuer, the Trustee and CoLT shall preserve undestroyed, shall, together constitute but one and the same instrument.

Section 3.03. Governing Law. This Fourth Supplemental Indenture shall be governed exclusively by the provisions hereof and by the applicable laws of the Commonwealth of Kentucky.

Section 3.04. Notices to S&P. All notices to S&P shall be provided to Standard & Poor's, 55 Water Street, 38th Floor, New York, New York 10041, phone (212) 438-2000, fax (212) 438-2152.

IN WITNESS WHEREOF, the Issuer has caused this Fourth Supplemental Indenture to be executed on its behalf by its Judge/Executive and attested by its Fiscal Court Clerk, the Trustee has caused this Fourth Supplemental Indenture to be executed in its name by its duly authorized signatory and CoLT has caused this Fourth Supplemental Indenture to be executed in its name by its Chairman, all as of the day and year first above written.

THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

By: _____

Title: _____

PENDLETON COUNTY, KENTUCKY, as Issuer

By: _____
Judge/Executive

Attest:

_____
Fiscal Court Clerk

KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST

By: _____
Chair

CONSENT TO
FOURTH SUPPLEMENTAL TRUST INDENTURE
$200,000,000
Pendleton County, Kentucky
Money Market Municipal Multi-County Lease Revenue Bonds
(Kentucky Association of Counties Leasing Trust Program)
Series 1989

The undersigned, on behalf of JPMorgan Chase Bank, N.A., the issuer of the letter of credit securing the above-referenced bonds, does hereby acknowledge that it has received and reviewed a proposed form of the Fourth Supplemental Trust Indenture and; as required by Section 12.05 of the Trust Indenture dated as of March 1, 1989 between Pendleton County, Kentucky, The Bank Of New York Trust Company, N.A., successor to Liberty National Bank and Trust Company of Louisville, as trustee, and the Kentucky Association of Counties Leasing Trust, as supplemented by a First Supplemental Trust Indenture dated as of April 1, 1990, a Second Supplemental Trust Indenture dated as of May 1, 2004 and a Third Supplemental Trust Indenture dated as of July 1, 2006; hereby consents to the execution and delivery of said Fourth Supplemental Trust Indenture by the parties thereto.

JPMORGAN CHASE BANK, N.A

Dated as of: August 1, 2007

By: _____

Name: _____

Title: _____

In Re: Approve Purchase of Two Used Dump Trucks.

Judge Bertram presented the one and only bid received for two (2) used dump trucks for County Road Department use. These will replace the two (2) declared as surplus equipment. He reported FYDA Freightliner Cincinnati, Inc submitted three used trucks for bid. All three are submitted at the price of twenty six thousand ($26,000.00) dollars each.

The Fiscal Court went into discussion of the trucks. Squire Veirs ask if the maintenance records are available for the trucks. Judge Bertram replied there were records available. Squire Whaley ask what the life expectancy would be on trucks like these. The reply was two to three hundred thousand (200,000-300,000) miles at least.

Squire Whaley made a motion to approve the purchase of truck one (1) and truck three (3) as submitted on the bid sheet, at the bid price of twenty six thousand dollars ($26,000.00) each, seconded by Squire Hart, motion carried.

Bids and information recorded as follows:

FYDA FREIGHTLINER CINCINNATI, INC.

Where "The Customer is First"

Fyda Freightliner, Inc.

September 18, 2007

Henry Bertram
Pendleton County
233 Main Street Room #4
Falmouth, KY 41040

Dear Judge Bertram:

In response to the invitation to bid by the Pendleton County Fiscal Court for Equipment noted as "Two (2) Used, Single Axle Dump Trucks, 2000 Model or Newer", Fyda Freightliner Cincinnati Inc. respectfully submits the attached bid. The following units are expected to be available around the requested November 1st date. All three of these units are available and the County can purchase all 3 units if desired. Please notify us of the quantity desired by October 10th.

The summary of the bid is as follows:

2000 Sterling L7500 with 10' Dump Body — $ 26,000.00
- VIN# G82314
- Odometer 136,047

2000 Sterling L7500 with 10' Dump Body — $ 26,000.00
- VIN# 23543
- Odometer 171,407

2000 Sterling L7500 with 10' Dump Body — $ 26,000.00
- VIN# 23544
- Odometer 150,614

These units are municipal fleet maintained and currently in use. The odometer readings were taken on 9/6/2007 and will vary slightly by the time they are delivered to Pendleton County. These units meet the requested specification without exception and are offered in "As-Is" condition without warranty.

If additional information is needed or if you have any questions regarding our proposal, please feel free to contact me @ 513-772-7171 or 513-383-4122 (cell). Thank you for your consideration.

Sincerely,

Jeff Eberhart
Medium Duty Truck/Sprinter Van Sales

1 Freightliner Drive Cincinnati, Ohio 45241 Telephone: (513) 772-7171 Fax: (513) 772-7172

IMPORTANT MESSAGE

FOR Henry

DATE 9-21-07 TIME 11:45

M Jack Caldwell

OF

PHONE

AREA CODE NUMBER EXTENSION

AREA CODE NUMBER TIME TO CALL

TELEPHONED		PLEASE CALL	
CAME TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU		RUSH	
RETURNED YOUR CALL		SPECIAL ATTENTION	

MESSAGE 2 Trucks to buy Vin #s

YAG 82314

YAG 23544

SIGNED

Office

l Counties - 2007 Pool

OF BASE RENTALS

mbulance
sed)

ntal al	Total Rental Interest *	Adjustments	Total Base Rental **	Total FY Debt Service	Lease Balance
osing Date					
-	591.36		591.36		$75,000.00
-	306.15		306.15		$75,000.00
-	315.83		315.83		$75,000.00
	315.83		315.83		$75,000.00
-	296.46		296.46		$75,000.00
-	315.83		315.83		$75,000.00
-	306.22		306.22		$75,000.00
-	315.90		315.90		$75,000.00
-	306.22		306.22	3,069.80	$75,000.00
-	315.90		315.90		$75,000.00
-	315.90		315.90		$75,000.00
00.00	306.22		75,306.22	[illegible]	$75,000.00
					$0.00
00.00	4,007.82		79,007.82	79,007.82	
id or	4.969%				

In Re: New County Road Department Employee.

Judge Bertram reported that the Fiscal Court had gone through a grading process to select a new County Road Employee out of the applications. Judge Bertram reported the Squire Hart was not involved in the meeting due to a family emergency. Squire Wells made a motion to hire Tommy Woods as the new road employee, seconded by Squire Whaley, motion carried.

In Re: Update on Land Purchase at Water Tower on Highway 177.

Judge Bertram reported on the land purchase at the water tower site on highway 177. He stated that the County Attorney, Jeff Dean had discovered mortgages on the property when he completed the title search and the land in question has to be free of mortgages before it can be transferred to the County. Judge Bertram reported they are working to get this resolved because the County has equipment that needs to be serviced and no way to get to it.

This was for information only, no action taken by the Fiscal Court at this time.

In Re: Dispute of a Fire Run.

Judge Bertram reported he received a bill from the City of Falmouth for a flat rate charge to a fire run the property of Mr. Bill Gates at 117 Jenkins Lane. Judge Bertram reported Mr. Gates was in his office yesterday and has refused to pay the bill. Judge Bertram reported Mr. Gates was burning a tree and had a water hose to control the fire, a neighbor called the fire department who responded. Judge Bertram reported that Mr. Gates had told him that he (Mr. Gates) had not reported the control burn to the Dispatch Unit which would have eliminated the Fire Department response. Judge Bertram stated that Mr. Gates knew he should have called the control burn in and did not do that, but he still refuses to pay the bill.

Judge Bertram stated he could not forgive taxpayers debt, the Fiscal Court could but not the Judge/Executive. Judge Bertram reported that reporting control burns must be addressed in the ordinance. Discussion held, it was suggested by Squire Hart to look at a permit process. Squire Veirs made a motion to follow the standard billing procedures and address the refusal after the standard procedures have been met, seconded by Squire Hart, motion carried.

Information recorded as follows:

CITY OF FALMOUTH STATEMENT
FIRE RUN

Month August, 2007

Page 5 of 5

FIRE RUNS

$100

Owner Name/Address Bill Gates / 17 Jenkins Lane
Date of Fire Run 8-27-07
Charges:
Trucks Responding 3 X $150.00 per Truck = 200.00 Flat Rate
Member Respond'g 17 X $ 20.00 per Mem = 340.00
Fuel Charge Rate $ 75.00 Fuel = 0
TOTAL THIS RUN = 540.00

Owner Name/Address Northkey Community Care / 502 Farrell Drive - City Run
Date of Fire Run 8-30-07
Charges:
Trucks Responding 1 X $150.00 per Truck = 0
Member Respond'g 11 X $ 20.00 per Mem = 0
Fuel Charge Rate $ 75.00 Fuel = 0 N/C
TOTAL THIS RUN = 0

Owner Name/Address Family Care Associates / 1120 W Shelby - City Run
Date of Fire Run 8-30-07
Charges:
Trucks Responding 1 X $150.00 per Truck = 0
Member Respond'g 10 X $ 20.00 per Mem = 0
Fuel Charge Rate $ 75.00 Fuel = 0
TOTAL THIS RUN = 0

Owner Name/Address Rumpke of N KY / 1361 Bryan Griffin Rd - Mutual Aid
Date of Fire Run 8-30-07
Charges:
Trucks Responding 2 X $150.00 per Truck = 0
Member Respond'g 10 X $ 20.00 per Mem = 0
Fuel Charge Rate $ 75.00 Fuel = 0
TOTAL THIS RUN = 0

Owner Name/Address
Date of Fire Run
Charges:
Trucks Responding X $150.00 per Truck =
Member Respond'g X $ 20.00 per Mem =
Fuel Charge Rate $75.00 Fuel =
TOTAL THIS RUN =

Total $7550.00

PENDLETON CO. FISCAL COURT
233 MAIN STREET, ROOM 4
FALMOUTH, KY 41040
(859) 654-4321

INVOICE
FIRE RUN

Invoice Date: 09/01/07
Date of Service: 08/27/07

Invoice No.: 100
Amount: $500.00
Terms: 30 Days

Owner:

Bill Gates
17 Jenkins Lane
Falmouth, KY 41040

Insurance:

Comments:

Controlled Burn. Tree on fire.

Make checks payable and mail to:

Pendleton Co. Fiscal Court
233 Main Street, Room 4
Falmouth, KY 41040

Service Provided by the Falmouth Fire Department. (See attached Fire Report.)

Fees for emergency services shall be billed according to Pendleton County Fiscal Court Ordinance No. 220.12, as computed by the Commonwealth of Kentucky KRS 75.450.

Falmouth Fire Department
Fire Report

213 Main Street Falmouth, KY 41040
Business (859) 654-8256 * (856) 654-6937 * Fax (859) 654-3603

INCIDENT NUMBER (Office use only) _____ Date: 8/27/2007

TIME of ALARM 2010 AM/PM — TIME on SCENE 2015 AM/PM — TIME in SERVICE 2027 AM/PM

RESPONDING UNITS (Circle Truck Number) 2602 2603 2604 2605 2630 2631 2635

TYPE of DISPATCH (Circle one)
Auto fire, Auto accident, Grass/Brush fire, Structure fire, Controlled burn, Rescue, Gas Leak, Landing zone.

Detail if needed: Neighbor stated fire was out of control — LOCATION

TYPE of ACTION TAKEN (Circle one)
Extinguishment, Extrication, Set-up Landing Zone, Investigation, Disregarded, Mutual-Aid To

Detail if needed: Advised owner to contact dispatch prior to having a controlled burn.

OCCUPANT NAME

SIGNATURE — PHONE #

OCCUPANT ADDRESS
(Must be complete address including number & street name, city, zip code & *LEGIBLE*).

OWNERS NAME (If other than Occupant) Bill Gates

SIGNATURE On file — PHONE # 859-951-1054

OWNERS ADDRESS 17 Jenkins Lane Falmouth, KY 41040
(Must be complete address including number & street name, city, zip code, and LEGIBLE.

INSURANCE

MOBILE PROPERTY TYPE (Circle one)
Mobile home, Camper, Vehicle, ATV, etc.

Detail if needed

YEAR — MAKE — MODEL — VIN # — LICENSE

This Report must be submitted to the City Clerks Office within three (3) days after the date of the Fire Run. All information must be completed in full and legible to bill Fire Run.

Date submitted: 8/29/2007 — City Run: — County Run:

FALMOUTH FIRE DEPARTMENT
SIGN IN SHEET

DATE 08 / 27 / 07 — CITY _____ COUNTY _____

DISPATCH TREE on FIRE — LOCATION Jenkins Ln / 27

Ammerman, Barry		Martin, Mike	Mike Martin
Brown, Darrin		Pettit, Charles	Charles R. Pettit
Brown, Dustin	Justin Brown	Pettit, Kerri	
Crouch, Brad	Brad Crouch	Pollard, Greg	
Crouch, Jeff	Jeff Crouch	Pollard, Mike	
Gripsover, Jason		Priest, Mike	Michael Priest
Hayeslette, Shawn		Quinn, Eddie	
Hampton, Will		Ramsey, Rick	
Heck, Sandy		Rice, Bill	
Jones, Jim		Scott, Allen	Allen Scott
Klaber, David		Smallwood, Bill	
Lucius, Tom		Staten, Gary	
Marquardt, David	D Marquardt	Stewart, Mike	
Marquardt, Ryan		Taylor, Jim	
Marquardt, Tinker	T Marquardt	Winkle, Brandon	
		Workman, Lee	

In Re: Budget Account Transfers.

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Hart, seconded by Squire Wells, carried, that the following Budget Account Transfers be accepted as presented. Transfers recorded as follows:

PENDLETON COUNTY FISCAL COURT
TUESDAY SEPTEMBER 25, 2007
7:00 PM

COURT ORDER TRANSFERS

BUDGET ACCOUNT TRANSFERS:

General Fund

Transfer from (01-5047-569) Tax Administrator Regis., Conf & Training to the following accounts:

01-5047-576	Tax Administrator Travel	$ 100.00

Road Fund

Transfer from (02-6105-447) Road Materials to the following accounts:

02-6103-445	Road Supervisor – Office Supplies	$ 200.00
02-6105-311	Contracted Construction Highways	$6,000.00

Henry W. Bertram
County Judge/Executive

Date: 9/25/07

Darlene Smeal
Fiscal Court Clerk

Date: 9-25-07

In Re: Payment of Claims.

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Whaley, seconded by Squire Veirs, carried, the following claims be allowed and ordered paid out of the following funds.

Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 09/25/2007 To: 09/25/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5099		Vendor DKC RADIO DKC RADIO			Voucher Date 09/25/2007	
03-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	1419	017185	HAND HELD RADIO	429.93
		Printed On Check 009382			Voucher Totals	429.93
Voucher No. 03-5100		Vendor MOD OFFICE MODERN OFFICE METHODS INC.			Voucher Date 09/25/2007	
03-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		017248	COPIER MAINTENANCE CONTRACT 10/1/07 - 01/31/08	945.19
		Printed On Check 009383			Voucher Totals	945.19
Voucher No. 03-5101		Vendor CONRAD CONRAD HARDWARE AND FURNITURE			Voucher Date 09/25/2007	
03-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES		017150	AUGUST SUPPLIES	15.35
		Printed On Check 009384			Voucher Totals	15.35
Voucher No. 03-5102		Vendor OFFICEDEPO OFFICE DEPOT			Voucher Date 09/25/2007	
03-0125	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	401511093-001	017224	OFFICE SUPPLIES	30.22
		Printed On Check 009385			Voucher Totals	30.22
Voucher No. 03-5103		Vendor POST OFFIC U S POST OFFICE			Voucher Date 09/25/2007	
03-0125	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		017261	400 STAMPS @ 41	164.00
		Printed On Check 009386			Voucher Totals	164.00
Voucher No. 03-5104		Vendor CO CLERK PENDLETON COUNTY CLERK			Voucher Date 09/25/2007	
03-0125	01-5010-199-	CO. CLERK FEES		017266	COUNTY SHARE OF CLERKS COMPENSATION FOR TAX BILL	1,131.00
		Printed On Check 009387			Voucher Totals	1,131.00
Voucher No. 03-5105		Vendor SCHLUETER JENNY SCHLUETER			Voucher Date 09/25/2007	
03-0125	01-5047-576-	TAX ADMINISTRATOR TRAVEL		017255	LODGING REIMBURSEMENT FOR TRAINING	135.46
		Printed On Check 009388			Voucher Totals	135.46
Voucher No. 03-5106		Vendor KING VICKY KING			Voucher Date 09/25/2007	
03-0125	01-5047-576-	TAX ADMINISTRATOR TRAVEL		017260	MILEAGE TO SOMERSET FOR KOLA CONFERENCE	126.54
		Printed On Check 009389			Voucher Totals	126.54
Voucher No. 03-5107		Vendor POST OFFIC U S POST OFFICE			Voucher Date 09/25/2007	
03-0125	01-5047-563-	TAX ADMINISTRATOR POSTAGE		017243	POSTAGE TAX ADMINISTRTOR	123.00
		Printed On Check 009390			Voucher Totals	123.00
Voucher No. 03-5108		Vendor ES&S ELECTION SYSTEMS & SOFTWARE, INC.			Voucher Date 09/25/2007	
03-0125	01-5065-565-	ELECTION PRINTING	648716	017262	GENERAL ELECTION 11-06-07 PRINTING	2,028.63
		Printed On Check 009391			Voucher Totals	2,028.63
Voucher No. 03-5109		Vendor COOPER COOPER WHOLESALE, INC.			Voucher Date 09/25/2007	
03-0125	01-5030-411-	CUSTODIAL SUPPLIES	66778	017257	COURTHOUSE CUSTODIAL SUPPLIES	125.13
03-0125	01-5036-411-	CUSTODIAL SUPPLIES ANNEX BLDG	66779	017257	ANNEX BLDG CUSTODIAL SUPPLIES	33.24
		Printed On Check 009392			Voucher Totals	158.37

General Fund

From: 09/25/2007 To: 09/25/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5110		Vendor D-C ELEVAT D-C ELEVATOR COMPANY, INC.				Voucher Date 09/25/2007
01 0125	01-5089-571-	COURTHOUSE RENEWALS & REPAIRS	23392	017246	SEPTEMBER MAINTENANCE FOR ELEVATOR	80.25
		Printed On Check 009393				Voucher Totals 80.25
Voucher No. 03-5111		Vendor CDS ASSOC. CDS ASSOCIATES, INC.				Voucher Date 09/25/2007
01 0125	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	06-2219	017258	AIR CONDITIONERS LINE UPGRADE STUDY	1,184.00
		Printed On Check 009394				Voucher Totals 1,184.00
Voucher No. 03-5112		Vendor HRANSCARE HRANSCARE OF KENTUCKY INC.				Voucher Date 09/25/2007
01 0125	01-5314-315-	ADVANCE LIFE SUPPORT CONTRACT	2355	017254	AUGUST ALS CONTRACT	21,666.67
		Printed On Check 009395				Voucher Totals 21,666.67
Voucher No. 03-5113		Vendor FAMILY FAMILY DOLLAR STORES				Voucher Date 09/25/2007
03 0125	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017236	SEPTEMBER SHELTER SUPPLIES	47.57
		Printed On Check 009396				Voucher Totals 47.57
Voucher No. 03-5114		Vendor COOPER COOPER WHOLESALE, INC.				Voucher Date 09/25/2007
03 0125	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	68646	017249	SUPPLIES FOR SOLID WASTE	419.64
		Printed On Check 009397				Voucher Totals 419.64
Voucher No. 03-5115		Vendor GALETON GALETON GLOVES				Voucher Date 09/25/2007
01 0125	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	574432A	017250	CLEANUP SUPPLIES	189.95
		Printed On Check 009398				Voucher Totals 189.95
Voucher No. 03-5116		Vendor FARMERBILL FARMER BILL'S				Voucher Date 09/25/2007
01 0125	01-5470-507-	TOURISM CONTRIBUTIONS		017259	LUNCH FOR FIRE WILLIAMSTOWN EXPANSION MTG.	350.00
		Printed On Check 009399				Voucher Totals 350.00
Voucher No. 03-5117		Vendor BANKOFNEW THE BANK OF NEW YORK TRUST CO., NA				Voucher Date 09/25/2007
01 0125	01-7700-606-	INTEREST ON LEASE - COLT		017264	WATER DISTRICT LEASE OCTOBER 07	371.97
		Printed On Check 009400				Voucher Totals 371.97
					19 Vouchers Printed Totalling	29,507.74

Road Fund

From: 09/25/2007 To: 09/25/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 03-5118		Vendor OFFICEDEPO OFFICE DEPOT				Voucher Date 09/25/2007
03 0225	02-6103-445-	ROAD SUPERVISOR - OFFICE SUPPLIES	401510566-001	022785	OFFICE SUPPLIES	234.88
		Printed On Check 004870				Voucher Totals 234.88
Voucher No. 03-5119		Vendor TOM PLATT TOM PLATT				Voucher Date 09/25/2007
03 0225	02-6105-314-	CONTRACTED CONSTRUCTION HIGHWAYS		022783	EXCAVATE 2640 FT OF NEW ROAD - DAVID PRIBBLE DRIVE	6,980.00
		Printed On Check 004871				Voucher Totals 6,980.00
Voucher No. 03-5120		Vendor MAGO MAGO CONSTRUCTION CO, INC				Voucher Date 09/25/2007
03 0225	02-6105-447-	ROAD MATERIALS		022782	BLACKTOP TO REPAIR VARIOUS COUNTY ROADS	4,615.98
		Printed On Check 004872				Voucher Totals 4,615.98
Voucher No. 03-5121		Vendor TILLANTROPUS TILLANTROPUS				Voucher Date 09/25/2007
03 0225	02-6105-447-	ROAD MATERIALS		022781	REIMBURSEMENT FOR TRAINING EXPENSES	448.97
		Printed On Check 004873				Voucher Totals 448.97
Voucher No. 03-5122		Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC.				Voucher Date 09/25/2007
03 0225	02-6105-447-	ROAD MATERIALS	412924	022787	OXYGEN CYLINDERS	25.73
		Printed On Check 004874				Voucher Totals 25.73
Voucher No. 03-5123		Vendor JAG JAG, INCORPORATED				Voucher Date 09/25/2007
03 0225	02-6105-447-	ROAD MATERIALS		022786	GUARDRAIL CHJOHNTOWN ROAD & LEHOXBURG	10,656.25
		Printed On Check 004875				Voucher Totals 10,656.25
					7 Vouchers Printed Totalling	22,961.81

...al Fund

From: 09/25/2007 To: 09/25/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 03-5124		Vendor CONRAD	CONRAD HARDWARE AND FURNITURE			Voucher Date	09/25/2007
03-0425	03-5101-445-	OFFICE SUPPLIES		031359	SCANNER		39.39
		Printed On Check 002552				Voucher Totals	39.39
Voucher No. 03-5125		Vendor JUVENILES	KENTUCKY STATE TREASURER			Voucher Date	09/25/2007
03-0425	03-5102-314-	JUVENILE CONTRACTS WITH OTHER COUNTIES		031374	JUVENILE HOUSING 2 DAYS @ $64.00		128.00
		Printed On Check 002553				Voucher Totals	128.00
						2 Vouchers Printed Totalling	267.99

L.G.E.A. Fund

From: 09/25/2007 To: 09/25/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 03-5127		Vendor FALMOUTH	CITY OF FALMOUTH			Voucher Date	09/25/2007
03-0425	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041654	AUGUST FIRE RUNS		7,550.00
		Printed On Check 002872				Voucher Totals	7,550.00
Voucher No. 03-5128		Vendor FAMILY	FAMILY DOLLAR STORES			Voucher Date	09/25/2007
03-0425	04-5135-411-	CUSTODIAL SUPPLIES		041656	SEPTEMBER CUSTODIAL SUPPLIES		10.50
		Printed On Check 002873				Voucher Totals	10.50
Voucher No. 03-5129		Vendor MOD OFFICE	MODERN OFFICE METHODS INC.			Voucher Date	09/25/2007
03-0425	04-5135-445-	OFFICE SUPPLIES		041661	1/2 COPIER MAINTENANCE CONTRACT 11-01-07-01-31-08		328.09
		Printed On Check 002874				Voucher Totals	328.09
Voucher No. 03-5130		Vendor RECREATION	COMMUNITY RECREATION COMMISSION			Voucher Date	09/25/2007
03-0425	04-5405-107-	RECREATION - SUPER/DIRECTOR		041657	1/2 SEPTEMBER SALARY RECREATION DIRECTOR		1,733.09
		Printed On Check 002876				Voucher Totals	1,733.09
Voucher No. 03-5138		Vendor BUTLER	CITY OF BUTLER			Voucher Date	09/25/2007
03-0425	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041658	1ST QUARTER CONTRIBUTION PER AGREEMENT		2,500.00
		Printed On Check 002875				Voucher Totals	2,500.00
						5 Vouchers Printed Totalling	12,121.76

Ambulance Fund

From: 09/25/2007 To: 09/25/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 03-5131		Vendor PEND EMS	PENDLETON COUNTY EMS, INC			Voucher Date	09/25/2007
03-0425	09-5140-303-	AMBULANCE SERVICE		092055	OCTOBER AMBULANCE SERVICE PER AGREEMENT		24,631.67
		Printed On Check 003249				Voucher Totals	24,631.67
Voucher No. 03-5132		Vendor SCOTT-GRO	SCOTT-GROSS COMPANY, INC.			Voucher Date	09/25/2007
03-0425	09-5140-560-	MEDICAL SUPPLIES	412925	092069	AUGUST COMPRESSED OXYGEN		266.91
		Printed On Check 003250				Voucher Totals	266.91
Voucher No. 03-5133		Vendor JENKINS OC	OCTAVIA B. JENKINS			Voucher Date	09/25/2007
03-0425	09-5140-567-	REFUNDS		092057	REFUND - OTTIS JENKINS		55.00
		Printed On Check 003251				Voucher Totals	55.00
Voucher No. 03-5134		Vendor KY BU EMS	KY BOARD OF EMERGENCY MEDICAL SERVICES			Voucher Date	09/25/2007
03-0425	09-5140-571-	RENEWALS & REPAIRS		092060	COST FOR INSPECTION OF NEW AMBULANCE		100.00
		Printed On Check 003252				Voucher Totals	100.00
Voucher No. 03-5135		Vendor NAPA	CARSON AUTO & TRACTOR SUPPLY, INC.			Voucher Date	09/25/2007
03-0425	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES		092049	AUGUST CUSTODIAL SUPPLIES		5.00
		Printed On Check 003253				Voucher Totals	5.00
Voucher No. 03-5136		Vendor US BANK CR	U.S. BANK CT - LOUISVILLE, KY			Voucher Date	09/25/2007
03-0425	09-7500-607-	INTEREST ON AMBULANCE LOAN		092058	AMBULANCE LEASE PAYMENT #1 - INTEREST		591.36
		Printed On Check 003254				Voucher Totals	591.36
						6 Vouchers Printed Totalling	25,660.12

911 Fund Fund

From: 09/25/2007 To: 09/25/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description		Amount
Voucher No. 03-5137		Vendor MOD OFFICE	MODERN OFFICE METHODS INC.			Voucher Date	09/25/2007
03-0425	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE		750997	1/2 COPIER MAINTENANCE CONTRACT 11/07 - 01/31/08		328.10
		Printed On Check 001679				Voucher Totals	328.10
						1 Vouchers Printed Totalling	328.10

In Re: Closing Remarks.

Judge Bertram reported that Pendleton County has received two (2) Homeland Security Grants one in the amount of thirteen thousand one hundred thirty eight dollars ($13,138.00) for the two (2) new CAD systems at the 911 Dispatch Center. The other was received by the Pendleton County Sheriff's Office in the amount of thirty seven thousand seven hundred and twenty dollars ($37,720.00) for the purchase of three (3) MDC's, two (2) will be in the Sheriff's vehicles and one (1) for the City of Falmouth. That will make a total of four (4) in the Sheriff's Units and two (2) in the City of Falmouth Units. This was for information only no action necessary.

Information recorded as follows:

OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY

Ernie Fletcher
Governor

200 Metro Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

Alecia Webb-Edgington
Executive Director

September 18, 2006

Henry Bertram, County Judge Executive
Pendleton County Fiscal Court
Courthouse 233 Main Street
Falmouth, KY 41040

Dear Judge Bertram,

It is my pleasure to announce that your community has been selected to receive a federal fiscal year 2007 Homeland Security Grant. Specifically your grant application for 911 Equipment received funding in the amount of $13,138.00. As those applications receiving the highest scores from a panel of peer reviewers were selected for funding, your application was among that selection.

Detailed information will be forthcoming from the Kentucky Office of Homeland Security grants division concerning the specific requirements to begin your project. Until an agreement is created, all signatures secured and the completed contract is returned to you, you have no authorization to obligate these funds. In the interest of sharing information we have enclosed your application score sheets with peer review comments.

I extend my congratulations to you as a recipient of a FFY 2007 Homeland Security Grant and look forward to a rewarding partnership with you as we continue to our efforts to make the Commonwealth a more prepared and safe place to live.

Sincerely,

(Ret) Maj. Alecia Webb-Edgington
Executive Director

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OFFICE OF THE GOVERNOR
KENTUCKY OFFICE OF HOMELAND SECURITY

Ernie Fletcher
Governor

200 Metro Street
Frankfort, KY 40622
Phone 502-564-2081
Fax 502-564-7764
www.homelandsecurity.ky.gov

Alecia Webb-Edgington
Executive Director

September 18, 2007

Henry Bertram, County Judge Executive
Pendleton County Fiscal Court
233 Main Street
Falmouth, KY 41040

Dear Judge Bertram,

It is my pleasure to announce that your community has been selected to receive a federal fiscal year 2007 Homeland Security Grant. Specifically your grant application for Mobile Data Computers received funding in the amount of $37,720.00. As those applications receiving the highest scores from a panel of peer reviewers were selected for funding, your application was among that selection.

Detailed information will be forthcoming from the Kentucky Office of Homeland Security grants division concerning the specific requirements to begin your project. Until an agreement is created, all signatures secured and the completed contract is returned to you, you have no authorization to obligate these funds. In the interest of sharing information we have enclosed your application score sheets with peer review comments.

I extend my congratulations to you as a recipient of a FFY 2007 Homeland Security Grant and look forward to a rewarding partnership with you as we continue to our efforts to make the Commonwealth a more prepared and safe place to live.

Sincerely,

(Ret) Maj. Alecia Webb-Edgington
Executive Director

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Discussion was held in regards to the October 9TH, 2007 regular Fiscal Court meeting. Judge Bertram stated he would be out of town and the meeting could be held on the regular date with Squire Wells conducting the meeting or it could be moved to October 8th, 2007 and held as a Special Call meeting. This idea was suggested by Squire Wells

In Re: Adjournment.

A motion was made by Squire Whaley, seconded by Squire Wells, carried, that this meeting be adjourned at 8:15 o'clock P.M., to meet again in special call session on October 8TH, 2007 at 7:00 P.M., Subject to any call meetings.

PENDLETON COUNTY JUDGE/EXECUTIVE

PENDLETON COUNTY CLERK