



# KENTUCKY AUCTION NEWSLETTER

<http://auctioneers.ky.gov>

Official Publication of the Kentucky Board of Auctioneers

October 2005 No. 36

## GOVERNOR FLETCHER APPOINTS BOARD MEMBER



Governor Ernie Fletcher appointed **Edwin Glenn Birdwhistell** of Lawrenceburg to the Kentucky Board of Auctioneers. His term is July 1, 2005 through June 30, 2008.

Mr. Birdwhistell has been an auctioneer since July 31, 1962 and a real estate broker since 1956. He entered the auction business at age 13 with his father, John Edwin Birdwhistell. Upon his father's death in mid 1960's, Glenn assumed his share of the business. Mr. Birdwhistell is President, Principal Broker and Auctioneer of Birdwhistell & Perry Realty & Auction Co. His wife, Mary Lee (Barker), is a major stockholder in the company. Commissioner Birdwhistell's son, Randy, has been an auctioneer with the company since 1994. The company has seven sales associates and four auctioneers. Glenn has conducted livestock, real estate farm equipment, antiques personal property, tobacco auctions, and several of the state auctions for Fleet Management, Fish and Wildlife, and the Kentucky State Police.

Mr. Birdwhistell is a past president of the Kentucky Auctioneers Association and has been inducted into KAA's Hall of Fame. Glenn is a member of the National Auctioneers Association, Lexington Board of Realtors and the National Board of Realtors. He retired from the Kentucky Army National Guard in 1992 as a Chief Warrant Officer 4 and awarded the Legion of Merit.

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## JAMES RANDALL BUSH, CAI

With the appointment of a new commissioner, we have to say goodbye to Commissioner J. Randall Bush. Mr. Bush has served the Kentucky Board of Auctioneers from August 1996 through June 2005. Randy has been and is an asset to this Board. As a commissioner, he was a staunch supporter of enforcement of the license law and always had a pro-active stance for legislative changes.

Having raised and sold his own goat herds, Mr. Bush has endeavored to become one of just a few specialty goat auctioneers. He will be conducting a very large goat auction this fall in Texas.

Randy and his wife, Debby, live in Elizabethtown in Hardin County. The Board Members and staff send their best wishes to Randy and Debby. The staff hope Randy drops by often; we miss his stories.



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*IN MEMORY*

The Kentucky Board of Auctioneers sends their sincere condolences to friends and families of the following auctioneers:

George W. Greenup, P1244, Smiths Grove  
Howard C. Haggard, P1126, Liberty  
Arnold C. Headen, P1960, Lexington  
Clifford D. Lucas, P2003, Millwood  
Tommy C. Maze, P2101, Owingsville  
Larry W. Seay, P1503, Mayfield

Bobby J. Smith, P490, Berea  
Glenn D. Stanfield Sr, P610, Winchester  
Manuel C. Staton, P1964, Owingsville  
Lindsay M. Wigginton, P6119, Mt Washington  
Curtis L. Wilson, P2014, Russell Springs  
Julius A. Wise, P1037, Elizabethtown



### **2006 Examinations Administered by the Kentucky Board of Auctioneers**

The exam dates for 2006 are: February 7, May 19, August 17, November 16

### **2006 Continuing Education Seminars**

Speakers and additional information to be announced on KBA's website and spring newsletter.

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|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Monday, February 13 | Frankfort, Holiday Inn – Capitol Plaza Hotel, 405 Wilkinson Blvd., (502)227-5100<br>9:00 AM through 12:00 Noon. 1:00 PM through 4:00 PM. Eastern time. Open to all licensees.<br>The KAA Convention is February 11, 12 & 13. The Kentucky Board of Auctioneers recognizes the importance of the Kentucky Auctioneers Association and it's contribution to the profession. Join the camaraderie of fellow auctioneers and spend the weekend in Frankfort. |
| Tuesday, May 2      | Gilbertsville, Kentucky Dam Village State Resort Park                                                                                                                                                                                                                                                                                                                                                                                                    |
| Tuesday, May 9      | Prestonsburg, Jenny Wiley State Resort Park                                                                                                                                                                                                                                                                                                                                                                                                              |
| Tuesday, May 23     | Somerset, Center for Rural Development                                                                                                                                                                                                                                                                                                                                                                                                                   |

### **Doing Business In Kentucky**

The employees of the Kentucky Board of Auctioneers can only respond to questions regarding KRS 330 or related regulations. The Board recommends that the licensee ask the SOURCE for all other clarifications. Most telephone numbers and websites of state and federal agencies are linked at <http://auctioneers.ky.gov/relinks.html> .

(ed. note: interesting browsing at the Cabinet for Economic Development at <http://www.thinkkentucky.com> )

## For Answers To Questions About EPP Issues in Kentucky

|                                                                                                                            |                       |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <u>Lead, Asbestos, Freon, Radon, Mold</u>                                                                                  | <u>(502) 573-3382</u> |
| <u>Leaking cargo / drums, Abandoned drums / oil tanks, Household hazardous waste, tire dumps, tires (scrap)</u>            | <u>(502)564-6716</u>  |
| <u>Reclamation of mined lands</u>                                                                                          | <u>(502) 564-2340</u> |
| <u>Soil surveys</u>                                                                                                        | <u>(502) 573-3080</u> |
| <u>Storm water runoff, Stream construction / dredging, Waste water / sewage issues, water well issues, wetlands issues</u> | <u>(502) 564-3410</u> |

### Notes from the Kentucky Board of Auctioneers

1. An Auction House Operator License refers to a fixed-base location. An auction house operator may not manage an auction away from the business address on his/her license.
2. KRS chapter 330 does not regulate silent auctions or sealed bid sales.
3. Be careful about using the word "Sold" on individual tracts being offered in a Multi-Parcel type auction, if they will be grouped later.
4. We recommend questions about firearms to be directed to ATF (800)688-9889.
5. Please, please make sure that your client knows what an absolute auction is.
6. Be alert! Know what your employees are telling the buyers about the auction items.
7. All licensees must carry the pocket card (detached from license at the perforation). A Principal, Apprentice or Livestock license is mailed to the business address. An Auction House Operator license is mailed to the home/ mailing address.
8. The auction house operator must display his/her license in the auction house where it can be read by all visitors.
9. Advertisement of a particular auction must state the name of the principal auctioneer, and indicate that he/she is an auctioneer. If the name of the auctioneer and the fact that he is the auctioneer is in the company name, a separate line for naming the auctioneer is not necessary.
10. An auction house sign must state the name of the auction house operator, the fact that he is licensed, and the name of the auction house, if different than the name of the operator.
11. If a buyer remits a check and it is returned by the bank for insufficient funds, contact the buyer. If that does not produce payment, contact your county attorney to proceed with criminal charges.
12. The auction house operator, apprentice auctioneer, and principal auctioneer examination applications and the study guide can be printed from the Board's website <http://auctioneers.ky.gov/exam.html>

### KAA Executive Director Tonya Ford

The Kentucky Board of Auctioneers Commissioners and staff wish Mrs. Ford the best as she pursues her career as Librarian at a Laurel County school. She has represented the Kentucky Auctioneers Association with her professionalism and knowledge of the auctioneering business. As KAA's Executive Director, Tonya was instrumental in solidifying the relationship between this office and hers. It has been a pleasure working with Tonya. She will be missed as an important link between KAA and KBA.

**Commonwealth of Kentucky Uniform Commercial Code  
KRS Chapter 355.02**

**Part 1. Short Title -- General Construction and Subject Matter**

**355.2-102 Scope -- Certain security and other transactions excluded from this article.**

Unless the context otherwise requires, this article applies to transactions in goods; it does not apply to any transaction which although in the form of an unconditional contract to sell or present sale is intended to operate only as a security transaction nor does this article impair or repeal any statute regulating sales to consumers, farmers or other specified classes of buyers.

**355.2-103 Definitions and index of definitions.**

(1) In this article unless the context otherwise requires:

- (a) "Buyer" means a person who buys or contracts to buy goods.
- (b) "Good faith" in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade.
- (c) "Receipt" of goods means taking physical possession of them.
- (d) "Seller" means a person who sells or contracts to sell goods.

(2) ....

**355.2-105 Definitions: transferability -- "Goods" -- "Future" goods -- "Lot" -- "Commercial unit."**

(1) "Goods" means all things (including specially manufactured goods) which are movable at the time of identification to the contract for sale other than the money in which the price is to be paid, investment securities (Article 8) and things in action. "Goods" also includes the unborn young of animals and growing crops and other identified things attached to realty as described in the section on goods to be severed from realty (KRS 355.2-107).

(2) Goods must be both existing and identified before any interest in them can pass. Goods which are not both existing and identified are "future" goods. A purported present sale of future goods or of any interest therein operates as a contract to sell.

(3) There may be a sale of a part interest in existing identified goods.

(4) An undivided share in an identified bulk of fungible goods is sufficiently identified to be sold although the quantity of the bulk is not determined. Any agreed proportion of such a bulk or any quantity thereof agreed upon by number, weight or other measure may to the extent of the seller's interest in the bulk be sold to the buyer who then becomes an owner in common.

(5) "Lot" means a parcel or a single article which is the subject matter of a separate sale or delivery, whether or not it is sufficient to perform the contract.

(6) "Commercial unit" means such a unit of goods as by commercial usage is a single whole for purposes of sale and division of which materially impairs its character or value on the market or in use. A commercial unit may be a single article (as a machine) or a set of articles (as a suite of furniture or an assortment of sizes) or a quantity (as a bale, gross, or carload) or any other unit treated in use or in the relevant market as a single whole.

**355.2-106 Definitions: "contract" -- "Agreement" -- "Contract for sale" -- "Sale" -- "Present sale" -- "Conforming" to contract -- "Termination" -- "Cancellation."**

(1) In this article unless the context otherwise requires "contract" and "agreement" are limited to those relating to the present or future sale of goods. "Contract for sale" includes both a present sale of goods and a contract to sell goods at a future time. A "sale" consists in the passing of title from the seller to the buyer for a price (KRS 355.2-401). A "present sale" means a sale which is accomplished by the making of the contract.

(2) Goods or conduct including any part of a performance are "conforming" or conform to the contract when they are in accordance with the obligations under the contract.

(3) "Termination" occurs when either party pursuant to a power created by agreement or law puts an end to the contract otherwise than for its breach. On "termination" all obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

(4) "Cancellation" occurs when either party puts an end to the contract for breach by the other and its effect is the same as that of "termination" except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.

**355.2-107 Goods to be severed from realty -- Recording.**

(1) A contract for the sale of minerals or the like (including oil and gas) or a structure or its materials to be removed from realty is a contract for the sale of goods within this article if they are to be severed by the seller, but until severance a purported present sale thereof which is not effective as a transfer of an interest in land is effective only as a contract to sell.

(2) A contract for the sale apart from the land of growing crops or other things attached to realty and capable of severance without material harm thereto but not described in subsection (1) or of timber to be cut is a contract for the sale of goods within this article whether the subject matter is to be severed by the buyer or by the seller even though it forms part of the realty at the time of contracting, and the parties can by identification effect a present sale before severance.

(3) The provisions of this section are subject to any third party rights provided by the law relating to realty records, and the contract for sale may be executed and recorded as a document transferring an interest in land and shall then constitute notice to third parties of the buyer's rights under the contract for sale.

**Part 3. General Obligation and Construction of Contract**

**355.2-312 Warranty of title and against infringement -- Buyer's obligation against infringement.**

(1) Subject to subsection (2) there is in a contract for sale a warranty by the seller that (a) the title conveyed shall be good, and its transfer rightful; and (b) the goods shall be delivered free from any security interest or other lien or encumbrance of which the buyer at the time of contracting has no knowledge.

(2) A warranty under subsection (1) will be excluded or modified only by specific language or by circumstances which give the buyer reason to know that the person selling does not claim title in himself or that he is purporting to sell only such right or title as he or a third person may have.

(3) Unless otherwise agreed a seller who is a merchant regularly dealing in goods of the kind warrants that the goods shall be delivered free of the rightful claim of any third person by way of infringement or the like but a buyer who furnishes specifications to the seller must hold the seller harmless against any such claim which arises out of compliance with the specifications.

**355.2-313 Express warranties by affirmation, promise, description, sample.**

(1) Express warranties by the seller are created as follows: (a) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise. (b) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description. (c) Any sample or model which is made part of the basis of the bargain creates an express warranty that the whole of the goods shall conform to the sample or model.

(2) It is not necessary to the creation of an express warranty that the seller use formal words such as "warranty" or "guarantee" or that he have a specific intention to make a warranty, but an affirmation merely of the value of the goods or a statement purporting to be merely the seller's opinion or commendation of the goods does not create a warranty.

**355.2-314 Implied warranty: merchantability -- Usage of trade.**

(1) Unless excluded or modified (KRS 355.2-316), a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. Under this section the serving for value of food or drink to be consumed either on the premises or elsewhere is a sale.

(2) Goods to be merchantable must be at least such as (a) pass without objection in the trade under the contract description; and (b) in the case of fungible goods, are of fair average quality within the description; and (c) are fit for the ordinary purposes for which such goods are used; and (d) run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved; and (e) are adequately contained, packaged, and labeled as the agreement may require; and (f) conform to the promises or affirmations of fact made on the container or label if any.

(3) Unless excluded or modified (KRS 355.2-316) other implied warranties may arise from course of dealing or usage of trade.

**355.2-315 Implied warranty: fitness for particular purpose.**

Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying on the seller's skill or judgment to select or furnish suitable goods, there is unless excluded or modified under KRS 355.2-316 an implied warranty that the goods shall be fit for such purpose.

**355.2-316 Exclusion or modification of warranties.**

(1) Words or conduct relevant to the creation of an express warranty and words or conduct tending to negate or limit warranty shall be construed wherever reasonable as consistent with each other; but subject to the provisions of this article on parol or extrinsic evidence (KRS 355.2-202) negation or limitation is inoperative to the extent that such construction is unreasonable.

(2) Subject to subsection (3), to exclude or modify the implied warranty of merchantability or any part of it the language must mention merchantability and in case of a writing must be conspicuous, and to exclude or modify any implied warranty of fitness the exclusion must be by a writing and conspicuous. Language to exclude all implied warranties of fitness is sufficient if it states, for example, that "There are no warranties which extend beyond the description on the face hereof."

(3) Notwithstanding subsection (2)(a) unless the circumstances indicate otherwise, all implied warranties are excluded by expressions like "as is," "with all faults" or other language which in common understanding calls the buyer's attention to the exclusion of warranties and makes plain that there is no implied warranty; and (b) when the buyer before entering into the contract has examined the goods or the sample or model as fully as he desired or has refused to examine the goods there is no implied warranty with regard to defects which an examination ought in the circumstances to have revealed to him; and (c) an implied warranty can also be excluded or modified by course of dealing or course of performance or usage of trade; and (d) with respect to the sale of bovine, porcine, ovine, and equine animals, or poultry there shall be no implied warranty that the animals are free from disease or sickness. This exemption shall not apply when the seller knowingly sells animals which are diseased or sick.

(4) Remedies for breach of warranty can be limited in accordance with the provisions of this article on liquidation or limitation of damages and on contractual modification of remedy (KRS 355.2-718 and 355.2-719).

**355.2-328 Sale by auction.**

(1) In a sale by auction if goods are put up in lots each lot is the subject of a separate sale.

(2) A sale by auction is complete when the auctioneer so announces by the fall of the hammer or in other customary manner. Where a bid is made while the hammer is falling in acceptance of a prior bid the auctioneer may in his discretion reopen the bidding or declare the goods sold under the bid on which the hammer was falling.

(3) Such a sale is with reserve unless the goods are in explicit terms put up without reserve. In an auction with reserve the auctioneer may withdraw the goods at any time until he announces completion of the sale. In an auction without reserve, after the auctioneer calls for bids on an article or lot, that article or lot cannot be withdrawn unless no bid is made within a reasonable time. In either case a bidder may retract his bid until the auctioneer's announcement of completion of the sale, but a bidder's retraction does not revive any previous bid.

(4) If the auctioneer knowingly receives a bid on the seller's behalf or the seller makes or procures such a bid, and notice has not been given that liberty for such bidding is reserved, the buyer may at his option avoid the sale or take the goods at the price of the last good faith bid prior to the completion of the sale. This subsection shall not apply to any bid at a forced sale.

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## IRS Form 8300

If an auction company receives more than \$10,000 in cash in a single transaction or in related transactions, that auction company must file an IRS form 8300 within 15 days of the transaction. Any transactions between a buyer (or an agent of the buyer) and a seller that occur within a 24-hour period are related transactions. If you receive over \$10,000 in cash during two or more transactions with one buyer in a 24-hour period, you must treat the transactions as one transaction and report the payments.

Information needed from both the seller and buyer: complete business and personal name, complete address, social security number, date of birth, taxpayer identification number, employer identification number, what form was used for identification.

### Absolute and Reserve Auctions

- I. No auction can be advertised "absolute" or with similar meaning unless I(a), I(b), and I(c) are met.
  - (a) Liens:
    - 1) There can be no liens or encumbrances, except current taxes. OR
    - 2) All lien holders sign the absolute auction contract or a binding commitment agreeing to sell to the highest bidder. OR
    - 3) A financially responsible person, firm, or corporation sign the absolute auction contract or a binding commitment to guarantee that the liens will be paid regardless of the high bid.
  - (b) There must be a bona fide intent to transfer ownership at the time of advertising and at the time of the auction regardless of the bid or bidder.
  - (c) The auction listing contract must state that the auction is "absolute" or "without reserve" and contain an acknowledgment by the seller that the seller, or anyone acting on the seller's behalf, will not bid in any way.
- II. The above does not prohibit:
  - (a) A secured party from bidding as long as this does not establish a reserve.
  - (b) An individual in a dissolution of marriage, partnership, or corporation from bidding pursuant to that dissolution.
  - (c) The non-misleading advertising, with equal emphasis of "absolute" and "reserve" items in the same auction.
- III. All auctions are presumed with reserve unless explicitly made absolute.
- IV. The reserve does not have to be announced when reached.
- V. Who can or cannot bid
  - (a) A licensee can bid only if this has been disclosed to both the seller and the bidders.
  - (b) The seller cannot bid, or have anyone bid on their behalf, at an absolute auction, except as noted in section II.
  - (c) The seller can bid at an auction with reserve, provided that full disclosure has been made.

### LICENSE UPDATE

The following chart is current as of 10/1/05

|                       | TOTAL COUNT | P     | A   | AHO | L  | T | NP  | NA | RP  | RA |
|-----------------------|-------------|-------|-----|-----|----|---|-----|----|-----|----|
| <b>ACTIVE</b>         | 2,372       | 1,244 | 556 | 82  | 19 | 0 | 103 | 8  | 359 | 1  |
| <b>ESCROW</b>         | 107         | 43    | 46  | 3   | 0  | 0 | 12  | 1  | 2   | 0  |
| <b>TOTAL LICENSED</b> | 2,479       | 1,287 | 602 | 85  | 19 | 0 | 115 | 9  | 361 | 1  |

# 2005 RENEWAL

License renewal forms were mailed to all licensees during the first week of June. Late renewal forms were mailed in mid-July. A total of 2,479 licensees are renewed and 208 licensees are not renewed.

- If continuing education has been earned from July 1, 2004 through June 30, 2005, please submit proof of CE, the late renewal form and applicable fee. If not received by December 31<sup>st</sup>, the exam is required. If continuing education was not completed by June 30, 2005, successful completion of the exam is required for licensure.
- To renew an escrowed license or a license with a CE exemption, submit the late renewal form and applicable fee. If not received by December 31<sup>st</sup>, the successful completion of the exam is required for licensure.
- Reciprocal License: If continuing education has been completed by June 30, 2005, a reciprocal licensee submits proof of CE, the late renewal form, applicable fee and letter of good standing from the home jurisdiction by December 31st. If CE has not been completed by 6/30/05, a new application and attachments are required.

The following list of persons have not renewed as of October 1, 2005.

## Licenses were canceled 7/1/05 and the following individuals may NOT perform auctioneering activities regulated by KRS Chapter 330.

|                              |                               |                               |                                |
|------------------------------|-------------------------------|-------------------------------|--------------------------------|
| Damon C. Todd Akridge P449   | Barbara Ann Epperson AHO2431  | Porter E. Long P1154          | Robert A. Reimold RP7016       |
| Garnett Ray Anderson AHO2564 | Everett Everage Jr. P121      | Willie Long NP6051            | Gay N. Rittenberry P1194       |
| Sarah L. Andreotta P1415     | Timothy D. Faith NA2453       | Ralph Love RP7193             | James E. Roberts A559          |
| Joseph Todd Arrington RP2543 | Johnny L. Farmer A635         | Teresa E. Lunsford AHO5093    | Jerry E. Rogers RP7330         |
| Judy K. Arvin P1512          | Rick C. Faust A2474           | Kirby K. Lyons RP2411         | Allen E. Rosenstein P1396      |
| Charles T. Asher P1281       | Patricia L. Fischesser A48    | Mary Lee Mahr P318            | Steven C. Ross L2533           |
| George K. Ashley Jr. A291    | Brenda L. Fleisner RP7201     | Ben C. Mansur A372            | Sherry L. Roundtree AHO1943    |
| H. Dennis Ashley RP7156      | Gilbert E. Flood P1056        | Paul E. Marsillett P1776      | Michael Lynn Sandefur NA2443   |
| Michael D. Baker RP970       | John L. Foley A1541           | Partha Ann Martin AHO2532     | Mike Sauerheber A2559          |
| Roger G. Bard Sr. A661       | Charles David Gallimore RP868 | William E. Mathies RP7367     | David A. Schwartz P1997        |
| James R. Bastin A633         | Michael R. Garloch NP6034     | Jackie W. Mattingly P1558     | Larry J. Seay A720             |
| John W. Belcher P1300        | Kevin Scott Gentry A994       | Jason Maynard A2222           | Douglas Wellard Shepherd A2185 |
| Wallace R. Berryhill RP7226  | Kenneth E. Gillenwater A214   | Robert H. Mayo P1384          | George O. Shipley Jr. P1059    |
| Don H. Bishop A374           | John Pat Glenn A2595          | Charles B. McCulloch RP7369   | Bradley Wayne Shore RP2421     |
| John W. Black A293           | Jason E. Glickman A1048       | James M. McCutcheon RP7148    | Howard C. Shouse P1954         |
| Jonathan W. Blanton A195     | Ronald L. Graves P1460        | William L. McGrew RP7354      | James B. Silvers P1825         |
| Waneta J. Borden A442        | David J. Gray RP7281          | John R. McInteer A210         | Kenneth W. Sims A52            |
| Larry J. Bosco A7            | Jeffrey L. Gribbins L2531     | Kimberly L. McLellan A918     | Geoffrey G. Smith RP7073       |
| Ronald D. Bradford A27       | Jeffrey L. Hagan P931         | Lysle L. McMechan RP2417      | Roscoe Spaulding Jr. A2566     |
| Paul W. Brandenburger RP7231 | Ellis B. Hamilton P2035       | Jason D. McWhorter L4009      | Deloris A. Stapleton P1108     |
| Mary Dean Browning AHO2289   | Chris A. Hardenbrook RP2636   | Michael L. Meadors P2184      | Lisa E. Borden Stewart P1851   |
| William B. Burchard A94      | Randy L. Harvey RP1681        | Rogers H. Meredith P356       | Patricia C. Stone AHO5062      |
| John F. Burger RP7120        | Del Ray Hauger RP2387         | Pamela G. Middleton AHO2495   | Steven L. Stone A535           |
| Jenny Lee Callihan AHO2562   | Daniel Trent Hawkins A2451    | Paul F. Mik Jr. P1151         | Sharon D. Sturgeon AHO2573     |
| Kenneth R. Campbell RP2702   | Rhodes L. Hester P430         | Paul Doug Miller P1065        | Stanley E. Taggart RP2503      |
| Matthew Alan Carrier L2677   | W. Keith Hill AHO2571         | Robert Miller RP2201          | Michael A. Testa RP7030        |
| Shawn Lee Cary A2186         | Traci M. Himmelhaver A676     | Mark D. Mitchell A586         | Charlotte D. Thomason P1397    |
| Terinna Jo Casey AHO2462     | Sanford Holbrook Jr. P710     | Melvin P. Mitchell P2072      | Jack W. Thompson RP7017        |
| Jim J. Chatman AHO814        | Ronnie Serrell Horton RP945   | Mark David Moore RP2715       | Kenneth Reed Thompson L2422    |
| Vincent E. Cianci RP7294     | Jeannie Ellen Houck AHO2491   | Marty B. Moore A455           | Tommy Todd RP878               |
| Jeffery Brent Clayton NA2385 | Joseph F. Huggins A157        | Donald H. Mudd RP7372         | Paul Joseph Torma NA925        |
| Marsha L. Collier RP6167     | Timothy M. Jenkins A2605      | Thomas R. Myers AHO2183       | Lawrence Taylor Tully L2253    |
| Jolly Collins AHO5024        | Larry G. Johnson AHO2587      | Stephanie J. Nason A2626      | Tom Utterback A2513            |
| Jolly Collins AHO904         | Larry G. Johnson AHO2442      | Jason D. Neal P937            | Theodore G. VanIstendal NA648  |
| R. J. Combs A247             | Larry G. Johnson AHO2522      | Randy Newsome A359            | Donald Vincent P1898           |
| Ronald F. Combs P2127        | George B. Johnston RP2633     | Jeffrey A. Nott A400          | Charles G. Webb RP7054         |
| Shawn P. Combs A697          | George B. Johnston RP2633     | Clarence Oliver P1177         | Joe D. Webb A995               |
| Bobby J. Conley RP7198       | Gerald R. Jones A105          | James W. O'Neill RP7132       | Bobbie Jo Wetenkamp P2541      |
| James B. Cook Jr. NP6025     | Jamie Denton Jones AHO2306    | Linwood Alan Parker RP848     | James A. Whirley RP2548        |
| Donald L. Covington A63      | Jasper E. Jones RP7173        | Raymond Parks A2403           | Charles J. Whitaker AHO5004    |
| Clarence M. Cox P2211        | Victor Jones II A255          | Chad R. Parmley A497          | Raymond L. Whitaker P1498      |
| Roger W. Craig RP1302        | Jerry F. Keith NP817          | Horace Edward Patterson A2488 | Thomas E. Wieck P2389          |
| Ben H. Crawford P1138        | Jerry D. Kelley A104          | Charles W. Peck P1185         | Marvin W. Wilder A7413         |
| Dwaine E. Curran A891        | Kimberly Ann Kerfoot AHO2150  | John Sherman Perry RP2580     | Aaron D. Wilson P1282          |
| Billy C. Day P1371           | Dayrl W. Koppel A886          | R. Dale Pierce RP1986         | Marvin R. Wilson P1285         |
| Todd E. Downs A238           | William V. Lanham A142        | Vee J. Pierce A381            | Richard C. Woodard RP7211      |
| C. Doyle Duncan A741         | Frazer D. LeBus III AHO1913   | Kim D. Polson A221            | William Bryan Woodyard AHO859  |
| Robert Eugene Duncan AHO849  | Patrick R. Leigh A758         | John Lee Pond RP2444          | Samual E. Wright P1638         |
| Robert Eugene Duncan A416    | Dollie Marie Lewis AHO2113    | Jeffrey W. Price RP2455       | Cary Dale Wyatt RP2637         |
| Frank N. Dykes P1241         | Timothy A. Lile RP2509        | Michael S. Puckett P1876      | John S. Yoder RP2506           |
| Kurt T. Earlywine RP7126     | David A. Lindsey P183         | Gregory Leo Raymer A2140      | Alan S. Young P1639            |
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