



TENNESSEE AUCTIONEER COMMISSION
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
615-741-1831

**Board Meeting Minutes for June 19, 2017
First Floor Conference Room 1-B
Davy Crockett Tower**

The Tennessee Auctioneer Commission met on June 19, 2017 in the first floor conference room of Davy Crockett Tower in Nashville, Tennessee. Mr. Phillips called the meeting to order at 9:00 a.m. and the following business was transacted:

BOARD MEMBERS PRESENT: Howard Phillips, Ronald Colyer, Jeff Morris, John Thorpe, and Adam Lewis.

BOARD MEMBERS ABSENT: None.

STAFF MEMBERS PRESENT: Sarah Mathews, Roxana Gumucio, Glenn Kopchak.

ROLL CALL/NOTICE OF MEETING

Mr. Phillips called the meeting to order with Director Kopchak taking roll. Director Kopchak then read the notice of the meeting into the record as follows: "Notice of the June 19, 2017 meeting of the Tennessee Auctioneer Commission was posted to the Auctioneer Commission's website on June 7, 2017."

AGENDA

Mr. Morris motioned to adopt the agenda as written. This was seconded by Mr. Lewis. The motion carried by unanimous vote.

MINUTES

Mr. Morris made a motion to adopt the minutes from the February 13, 2017 meeting as written. Mr. Colyer seconded. The motion carried by unanimous vote.

EDUCATION REPORT

The Tennessee Auctioneers Association requested approval for continuing education credit for courses offered at their June 4-5, 2017 Convention. Request for approval was submitted with the appropriate time for Commission approval at the April 17, 2017 Commission meeting, but the meeting was cancelled requiring the Association to request consideration for retroactive approval of CE credit.

Mr. Morris made a motion to permit CE credit for the courses offered at the conference on June 4-5, and Mr. Thorpe seconded. Mr. Morris, Mr. Thorpe, and Mr. Lewis voted to approve. Mr. Phillips and Mr. Colyer voted to deny. The motion carried by majority vote.

The Commission reviewed several courses contained in a seminar from the Missouri Professional Auctioneers Association, but determined at February's meeting that more information would be needed for how these courses would specifically benefit Tennessee auctioneers. At Mr. Phillips' direction, the Commission abstained from a vote until more information could be provided. The Association has since submitted a reply that these course are strictly classroom courses and that they were seeking approval because they have one auctioneer licensed in TN seeking CE credit.

Mr. Morris motioned to approve granting CE credit. This was seconded by Mr. Colyer. The motion carried by unanimous vote.

DIRECTOR'S REPORT

Director Kopchak presented the director's report. He presented the current monthly expenditures and projected budget.

APPLICATION REVIEW

The Western College of Auctioneering presented a School Application for review. The application and supporting documentation was complete and submitted in a timely manner.

Mr. Thorpe motioned to approve the application. This was seconded by Mr. Colyer. The motion carried by unanimous vote.

In the applications of Paul King and Brandon DeWitt who were both requesting reciprocity without TN residence and further requesting a waiver of the 80 hour course required for Apprentice Auctioneers, it was determined that the Commission has no legal authority granted it by statute for such a waiver.

LEGAL REPORT

- 1. 2016072161 – RE-PRESENT**
First License Obtained: 2/27/06
License Expiration: 10/2/18
Type of License: Auctioneer
History: None

The following was presented at the February 2017 meeting:

This complaint was opened against Respondent following as a result of a previous complaint opened against a company. The Respondent is licensed but does not hold a broker or affiliate's broker license as required when the auction involves real property as this auction did.

Recommendation: \$1,000.00 civil penalty for violation of T.C.A. 62-19-113(10).

Decision: The Commission voted to accept the recommendation of legal counsel.

New Information: Communication with attorney for respondent show that the company and respondent contacted the program about license requirements and other issues prior to auction date. Staff assured respondent that respondent was in compliance as there was a real estate licensee in charge who would handle all financial transactions. Phone logs show communications with program.

New Recommendation: Dismiss as Respondent did check with program re licensing issues and was assured that Respondent could go forward with the auction of the real property.

New Decision: The Commission voted to accept the recommendation of legal counsel.

2. 2017009741

First License Obtained: 12/03/15

License Expiration: 12/2/17

Type of License: Firm/Gallery License

History: None

Complainant states Complainant used Respondent for auction and was paid in a check that bounced. Complainant provided copy of agreement and cancelled check.

Respondent's mail has been returned and no response has been received. Counsel requested personal service from Investigation department to deliver complaint to Respondent. The location where the Respondent was holding auctions is no longer operating in the same location. The Investigator made several attempts to contact and locate Respondent, but was unsuccessful. Investigator made telephone calls, traveled to the former location, now occupied by another business. Investigator spoke with owner of building who stated owner had Respondent evicted in July. Investigator found a location for Respondent owner in a country store but when called was told that the owner came in now and then but was not working there.

It would appear that this Respondent is not in business and cannot be located.

Recommendation: Dismiss.

Decision: The Commission voted to accept the recommendation of legal counsel.

3. 2017014471

First License Obtained: 12/4/67

License Expiration: 3/31/18

Type of License: Auctioneer

History: None

Complainant is property owner and states that in hiring Respondent to auction the property, Respondent told him a certain price Respondent thought the property would bring. In reviewing the contract, Complainant states the contract was dated in June, not July when the parties made the agreement and Complainant asked Respondent to redo the whole contract. Respondent asked Complainant to mark through and correct the date. Complainant states the auction was set for October 22 and that Respondent was to pay all advertising and receive a 5% commission on the sale after adding a 10% buyer's premium for the final bid. Complainant states that in early September, Respondent notified Complainant of a reserved location for Oct. 9 for the auction and Complainant was immediately concerned as no advertising had been done. Complainant feared the property would not bring enough money due to no advertising. After complaining to Respondent, Respondent sent an email with options for modification to the contract. On October 20, Respondent and Complainant signed an amendment changing date to November 29 and changing the auction to a reserve auction. Complainant states Respondent did not put up signs until November 3. Complainant spent money for advertising on and presented the bill to Respondent who refused to reimburse Complainant. Complainant questions the advertisements done by Respondent. Complainant states before the auction, there were some potential buyers and issues concerning the offers and wanted Respondent to lower commission and Respondent would not. On the night of the auction, the price went up and down and states that it was confusing and that on the whole, Complainant lost money he should have had if the auction had been better. Complainant further states Respondent bought several tracks and was going to resell the parts so that Respondent would profit off of Complainant. The next day, Complainant's

banker informed Complainant that bank would not release farm as it had not brought in as much money as Complainant states Respondent told Complainant to expect. Complainant hired a lawyer in state where Complainant lived and lawyer asked Respondent to ask each buyer to pay an additional \$126 per acre. Complainant states Respondent contacted buyers and told them not to pay any more as there was a contract and that buyer might want to seek attorney's assistant. Complainant did reach agreement with bank and the deeds were signed. On one track Complainant states Complainant had to pay for some portable equipment on the property and Complainant states Complainant did not know of this issue until day of closing.

Respondent answered and provided addition documents in addition to the contracts. Prior to this auction contract, Respondent states Complainant had listed the property for sale for on an on line auction for months and was advised by the on line company not to offer the property in tracts but in one tract. Respondent proposed that the property be divided into tracts and went to the property to determine how to divide. Respondent states Respondent and Complainant entered into contract for an absolute auction in July with Respondent to receive the 5% gross proceeds after additional a 10% buyer's premium to the final bid price. Respondent met with two surveyors to get a quote for the survey and states Complainant agreed to pay the boundary survey and cost to divide into tracks. After survey was completed, Respondent states Complainant refused to pay surveyor and a lien was filed that was finally paid at closing. In the surveying process, Respondent states Complainant stopped the surveyor from completing the tracts. Concerning the auction date, Respondent states the auction was to be October 29 and in a confirmation by text to Complainant, Respondent accidentally typed October 9 and in calls with Complainant, Complainant was unreasonable and stated the auction was going to be cancelled and that Complainant would pay for Respondent's time. Respondent states that Respondent had already spend days dividing, measuring, meeting with surveyors, obtaining copies of deeds and had begun writing the brochure. Respondent told Complainant that Respondent did not work by the hour but would give Complainant a price. Respondent sent a proposal and Complainant sent a proposal which to Respondent appeared to show that Complainant wanted to sell property and cancel agreement so that Respondent would not get a commission. The parties did sign an auction agreement amendment which changed the auction to a reserve auction, outlined the commissions to be paid and the date of payment, location and date of auction, authorization for surveyor with Complainant paying costs and division and calculation of tracts. Respondent states Respondent did agree to pay for promotion and advertising but did not state or guarantee what publications as that was at Respondent's discretion. Complainant made a suggestion on advertisement and Respondent stated the cost was not justified. A newspaper called Respondent stating Complainant wanted to place add and Respondent stated that as long as Complainant was paying, it was acceptable so long as all auctioneer information included and told the paper Respondent was not paying. Prior to the auction, there was interest in a portion that Respondent attempted to negotiate but there was not offer made by either of the potential buyers. On the night of the auction, Respondent states there were 69 different bids and 17 different combinations. Respondent states that two tracts were land locked and had to be sold with adjoining tract or to adjoining property owner. Respondent states that during bidding Respondent will often allow bids on choice of tracts and allow bidders to make a combination on first go around to allow Respondent to leverage bidders. Respondent also states Respondent told Complainant Respondent might bid and was told Complainant did not care if Respondent bought all of the property so long as Respondent helped Complainant make the most money. During a break, Respondent met with Complainant and at the time the bids were totaling over \$1,400,000.00 and Respondent told Complainant that Respondent felt that they were through getting any more bids. One bidder said would not have the money to close until December 29 and suggested to Complainant that Complainant allow that extra time. Respondent told Complainant that to get some raises; Complainant might want to consider converting the auction to an Absolute auction. Respondent states that bank had agreed to release the property at \$1,500,000.00. Complainant then agreed to convert to an absolute auction and Respondent cautioned that there may not be any more bids after the announcement but Complainant agreed. After the announcement, the final sales price including the 10% buyer's premium was in excess of \$1,600,000.00. After the auction, Respondent again met with surveyor to show where to divide the tracts and sent all buyers a letter and closing statements showing the adjustments. Complainant called Respondent in December and told Respondent to contact buyers for an additional \$125 per acre and Respondent told Complainant that specific performance contracts were legal and binding. Respondent states Complainant said bank would not release the property for the \$1,500,000.00 but only for \$1,800,000.00. When

asked about what the property would sell for, Respondent told bank agent that Respondent could not guarantee price and that there were factors that could influence price and these issues were discussed with Complainant prior to signing of the contract. Respondent did tell bank friend that Respondent did believe the property would bring \$2000 or more an acre and the property did bring that amount. After Complainant hired lawyer, lawyer and Respondent had multiple communications concerning the issue and the commission owed to Respondent and subsequently that attorney ceased representing Complainant. Complainant ultimately got approval from bank and properties closed. Respondent states Complainant still challenged the commission and the costs for advertisement and the refusal to reimburse Complainant for advertising costs.

This complaint and response total in excess of 400 pages. The original contract had an auction date of October 22 or October 27 as it is not possible to exactly tell from the document. Amended contract changed the date to November 29 and did provide that Respondent would be paid commission the next day. Survey issues were also addressed. Respondent did mail the buyers concerning the increase per acre and gave each buyer attorney's information as well. Attorney also contacted buyers and some buyers hired attorney to respond. These parties had worked in the past but appear to have had conflicts from the beginning. In reviewing everything, it would seem that the Complainant should have had an absolute statement on the amount the bank would agree to release the property and should not have spent money on advertisement without getting assurance Respondent agreed and would pay per the contract. In the end, if there are issues, and cannot say there are, they might be contractual and not issues governed by auctioneer law. There does not appear to be any violation of §62-19-112.

Recommendation: Dismiss

Decision: The Commission voted to accept the recommendation of legal counsel.

4. 2017018841

First License Obtained: 5/23/83

License Expiration: 1/31/18

Type of License: Auctioneer

History: None

Complainant is property owner and Respondent is licensee and owner of Respondent below. Complainant and Respondent are now involved in a law suit concerning contract disputes with an auction that was to take place in June 2015. This was to be an absolute auction but on the day of the auction, there were only 3 bidders so after speaking with Respondent, Complainant cancelled auction. Complainant states Complainant was then charged with expensed but did not give that information prior to withholding the amount referenced in contract. Complainant further states the Respondent agreed to not charge for travel, lodging, eating but instead did so charge. Complainant states Respondent charged a fee for liquidated damages and with the expenses filed a lien on the property. Complainant paid the amount charged when Complainant sold the property later. Complainant states that Respondent had duty to secure enough financially capable bidders to assure a reasonable chance of a fair price for the property at the auction but did not.

Through the answer and counter claim to the pending suit, Respondent states Respondent was not a party to the contract as the contract was between Complainant and Respondent below. Respondent states that no guarantees or promises were made other than those in the contract. Respondent asked that this matter be held pending the results of the civil matter.

This does appear to be a contract matter and that unless there is a finding in the civil matter of any misrepresentation (not alleged) or incompetency, (also not alleged) then there would be no violation of the Auctioneer's laws.

Recommendation: Litigation monitoring order to allow review on the conclusion of the civil matter.

Decision: The Commission voted to accept the recommendation of legal counsel.

5. 2017018861

First License Obtained: 10/4/13
License Expiration: 10/3/17
Type of License: Firm
History: None

Respondent is the auctioneer firm referenced above.

Recommendation: Litigation monitoring order to allow review on the conclusion of the civil matter.

Decision: The Commission voted to accept the recommendation of legal counsel.

6. 2016074061 - RE-PRESENT

First License Obtained: 1/20/89
License Expiration: 11/30/18
Type of License: Firm
History: None
(Alleged Misrepresentation)

The following was presented at the February 2017 meeting:

Complaint is filed by a consumer who states the house he bought from an auction was staged by the Respondent to deceive prospective buyers. Complainant also alleges the Respondent made false and misleading statements regarding the house. Complainant states that during the auction, the Respondent stated the house had mold, but that the mold had been treated. Respondent also allegedly stated the home's floor joists had been damaged and a repair of the joists would be approximately \$6,500.00. Complainant states the Respondent explained that the home had been inspected for termites, the home had no termites and a new vapor barrier was installed in the crawlspace.

After the sale, Complainant states the neighbor told him the water heater in the attic burst and the home suffered extensive water damage, which caused the mold and floor rot. When Complainant contacted Respondent to get the contact information for the contractor who quoted the \$6,500 for repairs, he learned that individual was unlicensed. Servpro quoted Complainant \$3,329.22 to treat the mold and Handipro quoted Complainant \$25,617.07 (\$10,867.07 for materials and \$14,750.00 for labor) to perform remedial measures (remove entire floor system, remove dry rotted joists which requires removing hardwoods and baseboards) and stated the house had the worst case of dry rot observed in 35 years of construction business; Complainant attached these quotes with the complaints.

Complainant refused to close on the property and attended the second auction conducted by Respondent to resale the house, and Respondent made the same representations he made in the first auction regarding the condition of the property, and only amended the offering to say "sold as is" on the flyer. Complainant retained an attorney who sent Respondent a demand letter for the \$7,400 earnest money that Complainant paid. Complainant states he has entered into litigation with Respondent.

In his response, Respondent stated information was openly shared with prospective buyers and clearly announced at the auction and prospective buyers had the chance to perform inspections prior to the day of the auction. Respondent states mold treatment was completed prior to the sale. Respondent provided the quote for \$6,500 to sister in approximately 70 x 8 floor joists when severe decay has compromised the floor system, with his response, but did not provide evidence that the individual making the quote was licensed. Respondent also

pointed out that the auction purchase and sale agreement that Complainant executed states if the purchaser defaults, the earnest money will be forfeited.

Counsel reviewed the auction contract, which Complainant signed, and it states that “on default of the buyer, seller may retain the earnest money...”

Reasoning and Recommendation: *Counsel recommends this matter be dismissed.*

Decision: *The Commission voted to authorize a Litigation Monitoring Consent Order.*

New Information: Counsel discussed this matter with the parties and was informed the lawsuit filed against the Respondent has been dismissed.

New Recommendation: **Counsel recommends this matter be dismissed.**

New Decision: **The Commission voted to accept the recommendation of legal counsel.**

7. 2016063111- RE-PRESENT
First License Obtained: 6/3/94
License Expiration: 8/12/18
Type of License: Auctioneer
History: None
(Failure to Remit Proceeds)

The following was presented at the February 2017 meeting:

This complaint was filed by the consumer. Complainant alleges that she contacted the Respondent to sell some of her household good items after deciding to move into an assisted living community.

The Complainant states that the Respondent did not make a list of the items he took from the house to be auctioned. Also, that he didn't communicate a price at which he planned on listing the property at. Finally, when the property did sell, the Respondent failed to tell the Complainant what the items sold for and struggled to obtain the proceeds. Some sale proceeds were, apparently, received, but nothing legible was provided to explain which items brought what prices.

The Respondent did not respond to the complaint.

Reasoning and Recommendation: *Counsel recommends the authorization of a Consent Order with a \$500.00 civil penalty in regards to T.C.A. § 62-19-112(b)(4), which addresses the failure of a licensee to account for or remit money belonging to others in the licensee's possession.*

Decision: *The Commission voted to authorize a Consent Order with a \$1,000 civil penalty multiplied by the number of items that the Respondent sold for the Complainant.*

New Information: Counsel has spoken with Respondent and received much documentation from Respondent to show that Respondent did make a list of the items he auctioned, he communicated the prices at which the items would be listed, provided an itemized accounting of the items auctioned to Complainant and has paid Complainant all monies owed for items auctioned. Documentation included emails outlining the options to sell items and the pricing and bidding/selling procedures, emails stating Respondent had tried to contact Complainant many times and could not get in touch with her, copies of checks showing payment to Complainant for items auctioned, a ten-page itemized list of items sold and the prices for each item, Respondent also provided proof that he responded to the complaint in a timely manner.

Complainant feels that Respondent should have received more money for many of the items auctioned but Respondent adhered to the auction business practices and bidding processes which were explained to the Complainant before she decided to sell her items through Respondent. Complainant is unable to provide any evidence to show that Respondent misled Complainant about how much the items would be sold for or misled her in any way.

After reviewing the documentation provided by Respondent which addresses each of the Complainant's allegations, Counsel feels there is no evidence of any violations of the law or rules.

New Recommendation: Dismiss.

New Decision: The Commission voted to accept the recommendation of legal counsel.

8. 2017002771

Type of License: Unlicensed

History: None

(Unlicensed Activity)

This complaint was lodged by a Complainant alleging that the Respondent is conducting auctions without a license. The Complainant states that the Respondent operates an auction every Saturday night at which he auctions off "stuff."

An investigator from the TDCI was sent to the location to collect more information. Before the investigator went to the location, he called Respondent and asked when the next auction would be held. The Respondent stated the store was closed for the winter and there are no auctions. At this point, the investigator identified himself to Respondent and informed Respondent of the complaint. Respondent stated at one point in time he considered having an auction but "he did not know what he was doing" and said it ended up being more of a sale of various items, not an auction. The investigator asked Respondent about a screenshot included in the complaint from the Respondent's Facebook page which states "[S]eller of used furniture and various items. Auctions on Saturday night." Respondent further stated that any Facebook posts were left over from this "sale," and has since removed any post referencing an auction. The investigator obtained a second screenshot from Facebook which shows many comments from various customers that complement the Respondent's items for sale and state that they "love the auction on Saturday nights."

The investigator then interviewed the Respondent at the location described in the complaint. The Respondent again denied having auctions and claimed the Complainant is "not real." The investigator observed large furniture items at the location but did not see any signs, advertisements or any evidence of a past or upcoming auction. The parking lot at the location only had room for 5-6 cars, and the parking spaces were shared with the nearby UPS store. Respondent also introduced the investigator to a licensed auctioneer who Respondent plans to hire in the future to conduct auctions.

The investigator obtained a sworn affidavit from the Respondent which states that Respondent understands that it is illegal to conduct auctions without a license and further states that he does not have auctions, but only owns a furniture store. The licensed auctioneer also signed the sworn statement listing his phone number and license number.

Recommendation: Consent Order with a \$1000 civil penalty for unlicensed activity in violation of T.C.A. 62-19-102(a)(1).

Decision: The Commission voted to authorize a letter of warning regarding unlicensed activity and to close and flag the complaint.

9. 2017005041

Type of License: Unlicensed

History: Respondent's owner was assessed Civil Penalties in the amount of \$67,000 for unlicensed activity

A complaint was received alleging that the Respondent has been conducting auctions for over a year without a license or a licensed auctioneer. A screenshot from an "auction community directory" website shows Respondent's name and contact information, and provides an "Auctioneer ID Number" for the Respondent which is assigned by the website company. The address listed on the website is the same address that is alleged to be the location of the auctions, which is referenced in the complaint. The complaint also alleges Respondent has changed their business name during this time, stopped auctioning for 3 weeks and then conducted an auction on January 21, 2017 at 7 pm. The complaint further states Respondent guarantees their products, but does not stand behind the guarantees and charges 10% sales tax.

Counsel requested an investigation and an investigator visited the location referenced in the complaint at least 5 times during February and March 2017. The investigator did not find any evidence of unlicensed activity during the visits, nor did he see anyone at the location during these visits. The investigator states there is a sign on the building at the location with the name of the Respondent's previous company, which is referenced in the complaint to be the original name Respondent used before changing it to the current company name. The name on the sign includes the word "Auction."

The investigator spoke with the Complainant on March 6, 2017 and Complainant stated that there was an auction on January 21, 2017. Complainant also stated he would send an official statement to the investigator by March 10 but no statement has been received. Counsel has requested pictures or evidence of unlicensed activity and Complainant stated he would send pictures as well, but no pictures have been received. The investigator did provide a picture of the building at the location which shows the "auction" sign mentioned above.

On December 2, 2015, another complaint had been received by the Department stating Respondent's owner had been holding weekly auctions at the same location on Saturday nights, and had been posting advertisements for the auctions on Facebook. This complaint was dismissed on April 4, 2016 based on the information Counsel received showing Respondent sold the company prior to the advertised auctions referenced in this complaint, thus no proof was available to show any violation on behalf of the Respondent.

Although the investigator did not find proof of any unlicensed activity during his visits to the location, Counsel finds that Respondent is still advertising as an auction company on the internet and by using the "auction" sign on the building at the Respondent's location and therefore engaged in unlicensed activity.

Recommendation: Consent Order with a \$1,000 civil penalty for unlicensed activity in violation of T.C.A. 62-19-102(a)(1).

Decision: The Commission voted to authorize a letter of warning regarding unlicensed activity and to close and flag the complaint.

10. 2017017451

Type of License: Unlicensed

History: None

Complainant bought various items for his restaurant from Respondent through bidding on the Respondent's auction website. Complainant states that many of the items, such as a drink display cooler, a refrigerator and a freezer were all in bad shape and at least 6 items had electrical cords that had been cut and were not in operating condition. The Complainant further states the items were not advertised to be in the condition they arrived in

after he purchased them, and alleges that Respondent is misrepresenting the items they sell. Complainant also alleges that Respondent is operating without the proper license but provided screenshots from the Respondent's website which states Respondent "is not a licensed auctioneer or auction firm and operates as an auction mediation company only." Complainant also provided an invoice for the items purchased from Respondent and the invoice states that items can be picked up at the Respondent's warehouse location and to "look for the [Respondent's] Auction Signs."

Counsel conducted internal research on the Respondent's website and found the website states the Respondent operates restaurant equipment auctions, commercial auctions, industrial auctions, and various other types of auctions. The Respondent is one of three separately owned and operated divisions of a parent company.

Respondent states she sells items "as is" with no warranties, and at a price that is 70-90% lower than the retail price. Respondent does not understand why Complainant would expect the items to be in better condition based on the prices he paid for the items. Respondent denies that any electrical cords were cut or damaged on any items when they left her warehouse. Complainant used movers to deliver the large items to his restaurant and Respondent claims any damage could have been done by the movers or by Complainant.

Respondent's owner further states that she is not an auctioneer, but has an online bidding service comparable to Ebay and all auctions are timed listings. Respondent further states she does not need a license because she falls under an exception to the licensing requirements for auctioneers. Counsel emailed Respondent to request more details regarding her understanding of the exception she refers to but Respondent has not responded.

Recommendation: Dismiss as Respondent falls under the exception in TCA 62-19-103.

Decision: The Commission voted to close and flag the complaint.

NEW BUSINESS

The 2018 Commission Meeting Dates schedule was introduced.

Mr. Colyer made a motion to approve, which Mr. Thorpe seconded.

The Commission also decided to cancel the August 21, 2017 meeting.

PSI Update: 4 exams have not been updated since 2011. The exams include: Apprentice Auctioneer, Auctioneer, Gallery Owner, Non-Auctioneer Firm Owner. There exists 244 unique items total in need of review/updates. PSI, the testing vendor, has indicated need of about 4-6 subject matter experts to serve as the Subject Matter Expert (SME) review panel. They would like to conduct a 2 day review in order to go over all the items in need of updates with the end result of a new updated test available by end of the year. The SME's will meet in August for further discussion in detail. It was determined that a Commission member should be present. Jeff Morris was selected to represent the Commission.

National Auctioneers Association Conference, Columbus, OH (July 11-15): The Commission voted to permit Ms. Matthews to attend and Mr. Morris to represent the Commission at the Conference.

Mr. Colyer made a motion to approve, which Mr. Lewis seconded. Mr. Morris abstained. The motion carried by unanimous vote.

Election of Officers: Due to Mr. Phillips announcing this being his last meeting, it was determined that an election of officers would be appropriate. Mr. Phillips nominated and motioned for Mr. Thorpe to be approved as Chairman. Mr. Colyer seconded with Mr. Thorpe abstaining. The motion carried by unanimous vote. Mr. Phillips then nominated and motioned for Mr. Colyer to be approved as Vice Chairman. Mr. Thorpe seconded with Mr. Colyer abstaining. The motion carried by unanimous vote.

Mr. Colyer then requested an update regarding a newsletter for the Commission. It was determined that administration will get a quote from Nashville Auctioneer School and update the Commission regarding a newsletter to be posted to the website or sent via email to the licensees. It was determined that it was cost prohibitive to print and mail a newsletter.

The Commission presented a plaque to recognize the efforts and distinguished service of previous member, Bobby Colson, whose term had recently concluded.

2018 Legislative Proposals:

Mr. Thorpe discussed his concern regarding individuals who purchase property in bulk then sell that property without an auctioneer's license for the purposes of circumventing current licensing statute. It was the feeling of the commission that this activity represents a loophole in the current law. The staff attorney did comment that posing legislation regarding personal property is not governed under the jurisdiction of the auctioneering profession.

The Tennessee Auctioneers Association also expressed concerns that time from an auction extended online is an extension of that auction and thereby an auction subject to statute governing auctioneering. Once polled, there was unanimous consensus by the Commission that in their opinion one should have an auctioneer's license to conduct an online platform which facilitates extended time for bidding.

Mr. Colyer made a motion to adjourn, which Mr. Thorpe seconded. There being no other new business, Mr. Phillips concluded the meeting at 10:50 am.