

Minutes of Meeting
Board of Funeral, Cemetery and Consumer Services
August 8, 2007 - 10:00 A.M. to 5:00 P.M.
Sawgrass Marriott Hotel
1000 PGA TOUR Boulevard
Ponte Vedra Beach, FL 32082

I. Call to Order and Roll Call

Mr. Greg Brulnicki, Chairman, called the meeting to order at 10:00am. Ms. Diana Evans, Executive Director, called the roll:

PRESENT:

Greg Brulnicki, Chairman
Jody Brandenburg, Vice-Chairman
Pete Ballas
Justin Baxley
Powell Helm
Tracy Huggins
Ken Jones
Gail Thomas-DeWitt
Catherine Zippay

ALSO PRESENT:

Diana Evans, Executive Director
Deborah Lourks, Board Counsel
Elizabeth Teegen, Department Counsel
Mechele McBride, Department Counsel
LaTonya Bryant, Department Staff
Field Staff (John Hensley, Jacksonville)

ABSENT:

Nancy Hubbell

Ms. Evans declared a quorum.

II. Action on the Minutes

A. June 27, 2007

Mr. Chairman confirmed that all Board members had read the draft of the minutes of the previous Board meeting held on June 27th.

MOTION: Col. Pete Ballas moved to adopt the minutes of the meeting. Ms. Tracy Huggins seconded the motion, which passed unanimously.

B. July 10, 2007 - Teleconference

Mr. Chairman confirmed that all Board members had read the draft of the minutes of the previous teleconference meeting held on July 10th.

MOTION: Mr. Jody Brandenburg moved to adopt the minutes of the meeting. Mr. Powell Helm seconded the motion, which passed unanimously.

III. Old Business

A. Application for Preneed License

1. Moming Glory Funeral Chapel of St Petersburg (St Petersburg)

Ms Evans stated that the Department received the application on March 23, 2007. No deficiencies were noted on the application. Fingerprint cards were received by the Department and a background check was completed. Applicant obtained a funeral establishment license on April 21, 2006.

The application was considered at the June 27, 2007 Board meeting and was deferred due to the applicant's financial statements not complying with GAAP requirements. A total expense of \$6000 appeared for depreciation on the income statement, yet on the balance sheet only \$3000 depreciation expense was shown. Also, a negative accounts receivable amount appeared in the equity section. The applicant has waived the 90 day right to a determination.

The applicant has re-submitted revised financial statements as required for the Board's consideration. The revised financial statements as of December 31, 2006 reflect the following:

Preneed Contracts	= \$	0
Required Net Worth	= \$	10000
Reported Net Worth	= \$	30222

A \$21,174 Loan from Shareholder balance sheet liability reflects a note for the amount owed to Lisa Speights 100% owner. As income stems primarily from fees and services, the income statement reflects little, if any, cost of goods sold.

The Applicant will use the pre-approved Funeral Services, Inc. (FSI) First Florida Trust Agreement (SouthTrust Estate & Trust Co.) and pre-arranged funeral agreement.

Mr. Chairman stated that the applicant is still not complying as the statement is still on cash basis.

Ms Gail Thomas-Dewitt stated that application reflects that Ms Lisa Speights is 100% owner. However, Ms Thomas-Dewitt provided copies of an advertisement from a Tampa newspaper which indicates that Harold Jones is the owner.

MOTION: Mr. Brandenburg moved to deny the application based upon financial requirements not being met. Ms Huggins seconded the motion, which passed unanimously.

2. Professional Funeral Services of Northwest FL db/a Davis Watkins Funeral Home (Ft Walton Beach)

Ms Evans stated that the Department received the application on April 9, 2007. A deficiency letter was sent by the Department on April 17, 2007. Applicant resolved all deficiencies by June 8, 2007. Fingerprint cards were received by the Department and a completed background check revealed no criminal history.

The Applicant obtained a funeral establishment license on May 15, 2007 and assumed existing preneed contracts in the amount of \$22,753 from Ward-McDonald Memorial Co., Inc. d/b/a Panhandle Direct Cremation Services in Defuniak Springs

Due to questions related to the financial statements and GAAP requirements the Board deferred this item on June 27, 2007 and the applicant waived the 90 days. The applicant re-submitted revised financial statements as required for the Board's consideration.

The following should be noted in regard to applicant's financials: The 'Cash-Loan Account' under Current Assets represents the bank account where the loan proceeds were deposited; these proceeds are being expended to build the new funeral home in Defuniak Springs. In addition, the 'Loan Receivable' under Current Assets consists of amortized guaranteed payments from Jbel Davis which originated from an advance made to Jbel Davis from the LLC. It is a current asset that will be received within 12 months. Finally, there was no capital contribution made by the owners to establish the LLC.

The Applicant's financial statements for the period ended March 31, 2007 reflect the following:

Preneed Contracts	= \$ 22,753
Required Net Worth	= \$ 10,000
Reported Net Worth	= \$ 10,318

The Applicant will use the pre-approved Funeral Services, Inc. (FSI) First Florida Trust Agreement (SouthTrust Estate & Trust Co.) and pre-arranged funeral agreement.

Mr. Justin Baxley questioned whether there is anything that makes the Department uncomfortable.

Ms. Evans stated that the rule indicates there has to be a net worth of \$10,000. There does not appear to be a contribution to capital from the financial that was submitted.

Mr. Bill Williams stated that FSI received an updated financial through June 30th. The principals have put an additional \$100,000 of Capital into the company as of June 30th. Mr. Williams stated that he has a copy of the financials if the Board would like to see them as they were just received either Friday or Monday of this week.

MOTION: Mr. Brandenburg moved to approve the application. Mr. Baxley seconded the motion, which passed unanimously. Mr. Chairman did not vote on this item as he felt he could not.

IV. Disciplinary Proceedings

A. Marvin Zanders

DFS Case No. 90218-07-FC

Ms. Mechele McBride stated that probable cause was found on an investigation relating to Marvin Zanders Funeral Home and Marvin Zanders as owner and FDIC on February 14, 2007. An administrative complaint was filed against both Mr. Zanders and the funeral home alleging violations of Chapter 497. In lieu of litigation, the parties agreed to settle this matter. The Board has received settlement stipulations signed by both the Division and Mr. Zanders in regard to settling this case. In regard to the funeral home, the settlement provides for 1 year probation and a fine of \$2500. Mr. Zanders must comply with all provisions of Chapter 497 and the Rules that relate to Chapter 497. In regard to Mr. Zanders as the

FDIC, he is to complete continuing education requirements and probation for 1 year. The Department recommends that the Board approve these settlements.

Mr. Chairman questioned whether the fine would be paid within 30 days from today or from the 21st.

Ms. McBride responded that it would be from today.

Mr. Baxley questioned whether there are any other funeral directors in the establishment.

Ms. McBride stated that she did not believe there are, as the investigation report does not speak to the being any other funeral directors.

Mr. Baxley questioned whether during the investigation, there was any evidence reviewed, such as an embalming report, to determine whether the body was properly embalmed.

Ms. McBride stated that there was no embalming report included in the investigation. However, the investigator did not find there was a problem with the embalming, but with the way the body was stored after being embalmed. The body was embalmed within the 24-hour period required by the law.

Mr. Brandenburg stated that he would like to see the Department do quarterly inspections for one year to ensure that the storage is in compliance.

Ms. McBride stated that the Department could do this. It does not have to be a part of the stipulation.

Ms. Catherine Zippay stated that she was outraged that there was so much time that went between the embalming and the burial. Ms. Zippay questioned the delay.

Ms. McBride stated that depending on the County, sometimes there is a backlog of sending out authorizations.

Ms. Zippay stated that for the body to be stored in a garage and the condition of the body during that time was egregious. Ms. Zippay stated that probation for 1 year seems pretty light in comparison to the condition of the body.

Ms. McBride stated that the Department took into consideration that the body was embalmed as required by law. There is no statutory requirement that the body be refrigerated after being embalmed within a 24-hour period. The problem was with the storage. Mr. Zanders informed the Department that the body was in an air-conditioned area but would be moved outside for periods of time. This is inappropriate. Since this was the first offense and Mr. Zanders is in a community that is underrepresented, the Department decided to settle this matter and impose discipline against the funeral home as well.

Mr. Chairman questioned whether the burial was not done because Mr. Zanders did not have the funds.

Ms. McBride stated that the burial could not be done until authorization was received from the County.

Mr. Ken Jones questioned what authorization is being referred to.

Mr. Chairman questioned why Mr. Zanders was not provided with the authorization from the Medical Examiner's office.

Ms McBride stated that sometimes with the County there is a backlog of time before they process the authorizations. It is unclear whether Mr. Zanders affirmatively informed the County of his need for the authorization to proceed with the burial. The lag of time was not Mr. Zanders' fault as he was waiting for the authorization from the County.

Mr. Jones stated that he is still unclear on the authorization. Mr. Jones questioned whether Ms McBride is referring to funding from County Commissioners, approvals from medical examiners or a permit for burial.

Ms McBride stated that Mr. Zanders was waiting for a authorization from the medical examiner to bury the deceased. Mr. Zanders was provided documentation from the Osceola County Human Resources Department dated May 17th, authorizing the burial of the individual.

Mr. Jones questioned whether the investigator spoke with the medical examiner to determine why it took so long.

Mr. Chairman stated that Mr. Zanders probably did not pursue it and just kept moving the body around and that is why he was fined.

Ms McBride stated that the medical examiner was contacted by the investigator and did confirm that Mr. Zanders was waiting for a authorization from the medical examiner's office.

MOTION: Ms Huggins moved to accept the order. Mr. Brandenburg seconded the motion, which passed with 3 dissenting votes.

***B. Marvin Zanders Funeral Home
DFS Case No. 8632-06FC***

MOTION: Ms Huggins moved to accept the order. Mr. Brandenburg seconded the motion, which passed unanimously.

***C. Serenity Memorial Funeral Home and Cremation Services Inc.
DFS Case Nos 8737-06FC and 8739-06FC***

Ms McBride stated that probable cause was found on both of these cases and an administrative complaint was issued alleging violation of Chapter 497, F.S. The respondent never responded. Therefore the Department issued default orders of revocation.

Mr. Baxley questioned whether this includes the FDIC's license or just the facility.

Ms McBride stated that this does not include Mr. Sim's license, as there is pending prosecution on his license.

Ms Thomas-DeWitt questioned whether this includes the Crystal River location as Mr. Sim has since closed this location and moved to Crystal River. Ms Thomas-DeWitt questioned what impact this would have on the new establishment.

Ms McBride stated the order only address the location cited on the order.

Ms Thomas-DeWitt stated that the same people are now operating in a different city.

Ms Louks stated that the order would only apply to the specific license that was issued here. The Board could direct the Department to investigate the owners of the other location, but this would have to be done in a separate investigation.

MOTION: Mr. Brandenburg moved to accept the order. Mr. Helm seconded the motion, which passed unanimously.

DISCUSSION: Mr. Baxley stated there were some cremated remains that were picked up from one crematory and attempted to be passed off as the decedent, when in fact they were someone else's remains. Mr. Baxley questioned whether there was any resolution to this incident.

Ms McBride stated that this would be discussed with the Division and brought back to the Board.

Mr. Baxley stated that would not be necessary if it was resolved.

Ms McBride stated that she would follow up with the Division.

Ms Thomas-DeWitt questioned whether the Department could investigate the existing license at another location.

Mr. Chairman requested that the Department investigate this and advise the Board at the next meeting.

Ms McBride responded yes.

V. Informal Hearing(s)

A. Preneed License Renewals

1. Christian Memorial Chapel (Graceville)

Ms Evans stated that the licensee was recommended for Board denial at the June 27, 2007 meeting based on the failure to submit annual financial statements for renewal of the preneed sales license. The Department noted a deficiency letter was sent on April 23, 2007 notifying the licensee that the balance sheet submitted was for Donald J Pittman, owner, and that financials including an income statement were needed in the name of the licensee.

Prior to the June 27th meeting, Mr. Pittman notified the Department that the financials had been submitted after the deficiency notice was received. However, they were not sent certified, and the Department had no record of their receipt. On June 25, 2007, Mr. Pittman faxed the required financial statements to the Department but they were not in time for inclusion in the Board packets. At the June 27th Board meeting, the Board denied the license renewal.

On July 13, 2007 the Department received a letter from the owners requesting a hearing concerning the denial. The financial statements as of December 31, 2006 reflect the following:

Total Preneed Contracts	\$	0
Required Net Worth:	\$	10,000
Reported Net Worth:	\$	127,027

The licensee received its initial preneed license on August 17, 2006

MOTION: Ms Thomas-Dewitt moved to approve the application. Col. Ballas seconded the motion, which passed unanimously.

2. *Southern Funeral & Cremation Services, Inc. (Riverview)*

Ms Evans stated that the licensee was recommended for Board denial at the June 27, 2007 meeting based on the failure to submit annual financial statements for renewal of the preneed sales license.

The Department noted a deficiency letter was sent on April 30, 2007 notifying the Licensee that financial statements were missing. As of the June 27th Board meeting, the Licensee had not responded and the Board denied the license renewal.

On July 2, 2007 the Department received a letter from the owners requesting a hearing concerning the denial. Financial statements as of December 31, 2006 were attached and reflect the following:

Total Preneed Contracts	\$ 34,272
Required Net Worth:	\$ 10,000
Reported Net Worth:	\$ (102,299)

If approved, license is pending a delinquent penalty of \$1,000.00 for submission of financial statements later than 90 days.

MOTION: Mr. Brandenburg moved to deny the application. Col. Ballas seconded the motion.

Ms Michele Arguin stated that Mr. Vargo requests that this item be withdrawn from the agenda.

Mr. Chairman questioned whether the applicant is withdrawing his renewal.

Ms Arguin stated that the applicant is withdrawing the request for the informal hearing and the renewal. The applicant will submit a new applicant for preneed license.

Mr. Brandenburg questioned whether this has any affect on the deemer.

Ms Evans stated that there is no deemer on a withdrawn application.

Mr. Brandenburg questioned whether this is an official notification of the withdrawal.

Ms Evans requested that the applicant submit the withdrawal in writing.

Ms Arguin stated that the applicant advised that she spoke with Mr. Jim Gellepis

Mr. Gellepis confirmed this but advised that the applicant did not submit anything in writing.

Ms Arguin stated she would request that the applicant submit this in writing.

VI. Request(s) for Board Appearance

A. *Rulowski, Andrea*

Ms Evans stated that Ms Rudowski applied for a Concurrent Intern license September 22, 2006 and a license was issued to her on November 16, 2006. Ms Rudowski submitted a request to appear before the board in hopes of extending her internship time. Ms Rudowski left the company she was to complete her internship with and also completely left the funeral industry on October 13, 2006. She never began training toward her internship. She has since returned to the funeral industry and has been hired by Hodges Family Funeral Home to complete her internship. Ms Rudowski is willing to reapply for the Concurrent Intern license if the Board deem sit necessary.

Mr. Helm questioned whether Ms Rudowski started any internship.

Ms Andrea Rudowski responded no.

Ms Wendy Wiener stated that Ms Rudowski requested this permission to address the Board on the advice of Jim in Richardson. Ms Rudowski should have just sent notification to the Agency advising that she was going to a different facility.

Mr. Helm questioned whether there is any stipulation on time.

Ms Evans stated that the Rule states Ms Rudowski must complete 50 weeks of internship, but the applicant has not completed any.

Ms Wiener stated that the Rule states within a 12 month period. Ms Rudowski understands that she will be full time, 40 hours a week for 50 weeks.

Mr. Helm states that he was referring to a time period to begin.

Ms Wiener responded not under the law or the rule.

B. Sweeting, Calvin H, DBPR Case No. 2001-0766

Ms Evans stated that the Board received a copy an order dated June 2005 and another order where Mr. Calvin Sweeting had been disciplined by DEPR. Part of the disciplinary action was that Mr. Sweeting would never serve as a funeral director in charge. Mr. Sweeting is now approaching this Board to request that he would be able to serve as a funeral director in charge.

Ms Evans added that she received a letter from Charles Tunniff, Office of General Counsel addressing Mr. Sweeting. A copy was submitted to the Board members.

Mr. Helm questioned whether the original agreement stated that Mr. Sweeting was to never be FDIC and whether Mr. Sweeting agreed to this.

Ms Evans responded yes.

Mr. Michael Wheeler stated that Mr. Sweeting did enter into a consent order with Mr. Tunniff in 2001 as Ms Evans stated. However, at the time Mr. Sweeting entered into that order, he was not represented by counsel nor did he quite understand the extent of what he was doing. Mr. Sweeting had been a funeral director since 1976 with a spotless record prior to 2001, and has not had an incident since then. This is why Mr. Tunniff wrote the letter basically stating that Mr. Sweeting has been punished enough.

and that he has no problem if the Board reinstates Mr. Sweeting to the status of funeral director in charge. As a part of the 2001 consent order, Mr. Sweeting paid a fine, took a remedial course and has not had any other problems in terms of disciplinary action. Enough time has lapsed and Mr. Wheeler requests that the Board reinstates Mr. Sweeting to that status. Mr. Sweeting will attest to how much he has learned from the mistake he made by not supervising his subordinates. Mr. Sweeting was not personally involved nor did he benefit by any wrong doings of his subordinates, yet he understands that he was responsible for their supervision and failed to do so at the time.

Ms Huggins questioned whether Mr. Sweeting signed a consent order in 2001 and 2008 stating that he would seek licensure as an FDIC.

Mr. Wheeler stated that he is only aware of one case against Mr. Sweeting.

Mr. Chairman questioned whether Mr. Sweeting had reapplied in 2008.

Mr. Sweeting responded that he did try once.

Mr. Brandenburg stated that the 2008 date is on the 2001 case.

Mr. Jones questioned whether the Board has the authority to make a change to a stipulation that is in effect.

Ms Louks stated that this would be considered a petition to be allowed to practice as an FDIC again. The Board would be changing the term of a final order that has already been entered. The Board has the authority to do so.

Mr. Baxley questioned whether there is any factual information that the DBPR Board did not have that is new today.

Mr. Wheeler responded no. Mr. Sweeting was concerned with whether the Board knew that he recognizes he failed in his duty of supervision. Mr. Sweeting did not personally benefit from the financial harm that resulted. That situation should be looked at differently from someone who benefited financially from wrong doing. Since that time, Mr. Sweeting has complied with the consent order.

Mr. Chairman stated that Mr. Wheeler's letter of June 21st states that Mr. Tunniff would come and address the Board, but it appears that the letter was sent in lieu of this.

Mr. Wheeler stated that Mr. Tunniff just returned from vacation and could not attend.

Ms Thomas-DeWitt questioned whether Mr. Sweeting would be the FDIC of his own location or for someone else.

Mr. Sweeting responded that he currently does not have a funeral home. If afforded the opportunity to become FDIC, Mr. Sweeting states that he would supervise strict and properly.

Ms Thomas-DeWitt stated that mortals play a big part in funeral service. Although Mr. Sweeting did not gain financially, he should have been on top of it morally as the FDIC is the ultimate supervisor.

Ms Zippay stated that she was on the former Board when this issue arose. Everyone had a chance to

consult with an attorney and just because Mr. Sweeting did not, it clearly states that he would never practice again.

Mr. Wheeler stated that the difference is Mr. Sweeting may not have entered into such an agreement had he been represented by counsel.

MOTION: Mr. Baxley moved to deny the request. Ms Zippay seconded the motion, which passed unanimously.

VII. Application(s) for Funeral Establishment

A. Recommended for Approval

- 1. Jones-Gallagher Funeral Home LLC d/b/a Jones Funeral Home (Keystone Heights)**
- 2. Jones-Gallagher Funeral Home LLC d/b/a Jones Funeral Home (Starke)**

Ms Evans stated that the applications were submitted on June 6 2007. The applications were complete when submitted and deficiency letters were not needed. The fingerprint cards for the principals were submitted and returned without criminal history. The Funeral Establishments passed inspection on July 23, 2007. The applications are recommended for approval pending the applicant submit proof of purchase.

Mr. Helm questioned whether there should be a letter regarding refrigeration for the Starke location.

Mr. Joseph Gallagher stated that the letter was given to the State inspector when he came to the funeral home. The inspector advised that he would submit the information to the Tallahassee office. Mr. Gallagher added that the refrigeration is in Starke.

MOTION: Col. Ballas moved to approve the application. Ms Huggins seconded the motion, which passed unanimously.

3. Lewis Funeral Home-Pace Chapel (Pace)

Ms Evans stated that the application was submitted on July 10, 2007. The application was complete when submitted and a deficiency letter was not needed. The fingerprint cards for the principals were submitted and returned without criminal history. The Funeral Establishment passed its inspection on July 25, 2007.

MOTION: Col. Ballas moved to approve the application. Mr. Helm seconded the motion, which passed unanimously.

4 Oaklawn Cemetery Association d/b/a Oaklawn Cemetery & Funeral Home (Jacksonville)

Ms Evans stated that the application was submitted on May 31, 2007. The application was deficient and a deficiency letter was sent. All deficiencies were received on July 6 2007. The fingerprint cards for the principals were submitted and returned without criminal history. The Funeral Establishment passed its inspection on July 16 2007.

The funeral establishment is located at the same location as the cemetery. Per documents received January 31, 2001, the cemetery has a total acreage of 79.94 acres total dedicated acres are 52.17, total

developed acres are 29.20 and total undeveloped acres are 22.97. A request has not been made to the Division to utilize acres from the premises and use them for the funeral establishment. Accordingly, the Department does not know how many acres are involved, where on the cemetery grounds the applicant propose to build or establish the funeral home or if the funeral home will be built on existing burials or spaces that have pre-sold burial rights.

The owners of Oaklawn advise that the proposed location for the funeral establishment is an existing building on the cemetery, which was established in 1928 and was there when the cemetery was established. Therefore, the worry of building a funeral home on top of burials or pre-sold spaces is alleviated. In a letter submitted to the Department, the applicant stated if necessary they would request the land be undedicated. The Department still needs to know how many acres are involved and a survey. Typically, it would not be a problem to undedicate with the amount of land that they have.

Ms Evans stated that the Department received some information that alleged this funeral home was operating without a license. Upon investigation, the Department did not find evidence of any services being sold, only merchandise.

Mr. Chairman questioned whether they have an agreement to service the merchandise.

Ms Evans stated that they were only selling caskets, markers and vaults.

Mr. Chairman questioned whether the applicant is required to have an agreement with a funeral home to service those items.

Ms Evans responded no.

Ms Thomas-DeWitt questioned whether the applicant has a right to be listed under the funeral director section of the phone directory.

Ms Evans stated that the investigation reflected that the yellow page directory was put in by error by the salesman.

Ms Thomas-DeWitt questioned whether it was an error 2 consecutive years.

Mr. Dan Perrin stated that it is hard to believe that this was an error by the salesman as it was published in the Real Yellow Pages and the Talking Yellow Pages, which are completely different publications. Also the newspaper mentions a licensed funeral director.

Mr. Chairman questioned whether there is a licensed funeral director but no licensed establishment.

Mr. Perrin responded that this is correct.

Mr. Chairman questioned how the establishment passed the inspection if there is no building.

Ms Evans stated that there is a building, which was previously a sales office of the cemetery.

Mr. Helm questioned whether the Department is satisfied with everything now.

Ms Evans stated that it appears the applicant was confused as they were looking under the funeral

establishment statute in regard to the requirements. The real problem with having the funeral home there was a cemetery problem because the applicant had not requested that the dedicated land be undedicated. The Statute specifies that when land is dedicated for cemetery use, it is only cemetery use. The applicant had not officially requested this. In the subsequent, the applicant stated if necessary they would, but they still have not advised how many acres are involved nor provided a survey.

Ms. Jenny Taylor stated that Ms. Evans had indicated the Department had everything it needed. The applicant's attorney submitted a letter outlining everything.

Ms. Evans stated she had not indicated that she had everything needed. Ms. Evans stated she advised Ms. Taylor that the Department needed a survey and also needed to know where this was located on the property. The applicant submitted a map, which is not a survey.

Ms. Taylor stated that a portion of the survey was submitted, which shows where the office is located and does not have the platted graves under it.

Ms. Evans stated that it still does not indicate how many acres.

Ms. Taylor stated that they would be more than happy to have a surveyor come out. It is less than one acre or just a proximately that. The office is over 100 years old and has been there before the cemetery.

Mr. Chaïman questioned since there had been ads under funeral homes for the last 2 years, what would happen if someone called the cemetery at the time of need.

Mr. Robert Moore stated that the consumer would be advised that they are not a funeral home and cannot service funerals.

Mr. Chaïman questioned why the phonebook ad was not changed from one year to the next.

Ms. Taylor stated that she has never met with a representative of the Talking Phone Book. Ms. Taylor advised that they have always advertised in the yellow pages under cemeteries, mausoleum and caskets. Somehow, a gentleman that did the ad decided that he would throw in a gratuitous ad under funeral director. This actually took place prior to the ad in the Times Union. Ms. Taylor stated that if you did not run the ad and did not have a contract, you would never go look under the yellow pages. When this was brought to Ms. Taylor's attention, Ms. Taylor contacted BellSouth to inquire why this appeared. BellSouth advised that they through this in for free, as it was not in the contract, and that the Talking Phone Book is allowed to publish whatever the Yellow Pages publish. A letter was issued to that affect which was submitted to Ms. Evans last week.

Ms. Evans stated that she has a copy of an email from Todd F. Williams to Ms. Taylor which verifies that the applicant did not order a listing under the heading of funeral directors in the 2007-2008 issue of the AT&T Real Yellow Pages. The listing was placed in error.

Mr. Brandenburg questioned whether the listing the year before coincided with Ms. Taylor hiring a licensed funeral director.

Ms. Taylor responded that it did not. That ad appeared erroneously before Mr. Moore was hired. When the applicant did begin advertising, they never held themselves out to be a funeral establishment and have not sold or purported to sell funeral services. As a courtesy, the applicant did advertise that there

was a licensed funeral director on staff.

Mrs Thomas DeWitt questioned whether Ms Taylor was aware of the ad dated July 22, 2007: offering an alternative to rising funeral prices with competitive rates products such as caskets vaults bronze memorials and monuments, licensed funeral director and qualified staff will manage the details with loving, respectable care; call us

Mr. Moore stated this is what they are handling under the cemetery burials, not funeral services, only funeral service merchandise

Mrs Thomas DeWitt questioned whether this ad gives the applicant an opportunity to sell funeral merchandise.

Mr. Moore responded yes, as they were just letting people know that they did offer funeral service merchandise.

Mrs Evans questioned whether Mr. Moore is a licensed preneed sales agent with Oaklawn.

Mr. Moore responded yes

Mr. Brandenburg questioned how far back did the newspaper ads go that Mr. Perrin had.

Mr. Perrin responded over a year.

Mr. Brandenburg questioned whether Mr. Perrin had a copy of the ads

Mr. Perrin responded yes

Mrs Taylor requested that Mr. Perrin identify who he is affiliated with.

Mr. Perrin responded that he is a licensed funeral director in Florida. Mr. Perrin stated that the first ad appeared September 10, 2006 and the most recent ad appeared July 29, 2007.

Mrs Louks stated that it appears the Department has initiated an investigation into the advertising, which is not directly related to what is before the Board today. The Board may want to act on the funeral establishment license and direct the funeral director to submit the new information to the Department so they could reopen the investigation into whether the advertisement was appropriate. This really should not be presented to the Board at this time as it is not actually relevant.

Mr. Perrin stated that it hinges on the issue of the license.

Mrs Louks stated the funeral establishment license is being applied for and if the applicant is condoning inappropriate advertising or unlicensed funeral establishment, it really does not impact the fact that the Board has a license application. If the Department has already closed the investigation into the previous advertising complaint, there is not a pending investigation. Therefore, the Board needs to take action on this particular application.

Mr. Chaiman questioned whether the issue of the survey has been resolved.

Ms Evans stated that she received a small map.

Mr. Chaيمان questioned whether the map includes the parking lot to show that there are no graves there.

Ms Evans stated that the attachment does not show this.

Mr. Chaيمان stated that technically the Board needs a legal description.

Ms Taylor stated that she could have that broken out. The chapel that is shown on the map is no longer there. That was actually planned years ago and is a part of that same parcel that is not platted.

Mr. Chaيمان stated that the applicant needs a separate legal description of the parking lot and funeral home.

The applicant waived its 90-day rights.

MOTION: Ms Huggins moved to defer the application to the next meeting. Ms Zippay seconded the motion, which passed unanimously.

5. Restview Memorial Mortuary Inc (Davie)

Ms Evans stated that the application was submitted on March 19, 2007. Deficiency letters were sent on April 19, 2007 and May 15, 2007. The application remains deficient. The fingerprint cards for Edwanda Browne-Bonaby were submitted and returned without criminal history; however, the fingerprint cards for Sharon Wilson were not submitted. The Funeral Establishment passed its inspection on April 27, 2007. The Department has since received additional paperwork from the applicant which reflected that Mr. Wilson is no longer a principal. The records were changed with the Department of State. The list of principal form was signed by Ms Browne-Bonaby and the application was filled out completely. Therefore, it would appear that they have corrected the remaining deficiency on this application. It appears that what is on record with the Division of Corporations has been incorporated in our application. Ms Browne-Bonaby states that she is 100% owner.

Mr. Helm questioned whether the Department is now satisfied with the application.

Ms Evans responded that it appears everything has been resolved.

MOTION: Ms Thomas-Dewitt moved to approve the application. Ms Zippay seconded the motion, which passed unanimously.

6 Shuler & Shuler LLC (Mangonia Park)

Ms Evans stated that the application was submitted on March 8, 2007. The application was deficient and a deficiency letter was sent. All deficiencies were received on June 25, 2007. The fingerprint card for the principal was submitted and returned without criminal history. The Funeral Establishment passed its inspection on July 20, 2007.

MOTION: Col. Balla moved to approve the application. Ms Thomas-Dewitt seconded the motion, which passed unanimously.

VIII. Application(s) for Cinerator Facility

A. Recommended for Approval

1. Fields of Faith Crematory and Tribute Center (Pace)

Ms Evans stated that the application was submitted on July 10, 2007. The application was complete when submitted and a deficiency letter was not needed. The fingerprint cards for the principals were submitted and returned without criminal history. The Cinerator Facility passed its inspection on July 25, 2007.

Mr. Baxley questioned what a tribute center is if it is not a funeral home or a cemetery.

Ms. In Scheff stated that she would contact the applicant for the answer if the Board would defer the item until later in the meeting.

Mr. Chaiman stated that this item would be revisited later in the meeting.

Mr. Brandenburg noted that Lewis Funeral Home and this crematory are located at the same address.

IX. Application(s) for Preneed Sales Agent

A. Recommended for Approval - See Addendum A

Ms Evans presented the applicants for approval.

Ms Huggins disclosed her affiliation with The Simplicity Plan.

Mr. Brandenburg disclosed his affiliation with SCI Funeral Services of Florida, Inc.

Mr. Baxley disclosed his affiliation with Highland Memorial Park Association, Inc and requested that Darcie Nicole Barron be withdrawn from the addendum.

MOTION: Mr. Helm moved to approve the remaining applications. Ms Thomas-DeWitt seconded the motion, which passed unanimously.

X. Application(s) for Preneed License

A. Hubbell Family Holding Corporation d/b/a Hubbell Funeral Home (Belleair Bluffs)

Ms Evans stated the Department received the application on July 13, 2007. No deficiencies were noted on the application. The applicant received a funeral establishment license on February 28, 2007. Hubbell was formerly owned by Stewart Enterprises and this is a funeral home re-purchase by Hubbell Family Holding Corporation from Stewart. Applicant is acquiring all existing preneed contracts in the amount of \$370,849.

The applicant answered "Yes" to Question #10, "Has the applicant ever been the subject of any bankruptcy proceeding or had a judgment filed against it, either present, past or pending?" Additionally, applicant provided a letter and notice of confirmation of release from bankruptcy, including a final decree of discharge filed on April 24, 2008. Fingerprint card results for Gerald B. and Stella M. Hubbell were returned to the Department as unreadable. The Department is awaiting the return of acceptable fingerprint card results for these principals.

The Applicant's financial statements for the period ended December 30, 2006 reflect the following:

Preneed Contracts	= \$ 370,849
Required Net Worth	= \$ 40,000
Reported Net Worth	= \$ 419,613

The Applicant will use the pre-approved Funeral Services, Inc. (FSI) First Florida Trust Agreement (SouthTrust Estate & Trust Co.) and pre-arranged funeral agreement.

Staff recommends approval of this application pending Department receipt of acceptable results from fingerprint card background evaluations.

MOTION: Mr. Brandenburg moved to approve the application pending Department receipt of acceptable results from fingerprint card background evaluations. Mr. Jones seconded the motion, which passed unanimously.

*****RECONSIDERATION OF ITEM PREVIOUSLY VOTED ON*****

III. Old Business

B. Application for Preneed License

1. Morning Glory Funeral Chapel of St Petersburg (St Petersburg)

Mr. Tim Claiborne stated that he has been engaged by the applicant to properly prepare the financial statement. Mr. Claiborne requested that the Board reconsider the denial and defer the item to the next meeting.

Mr. Chairman questioned whether Mr. Claiborne would prepare a GAAP statement.

Mr. Claiborne responded yes.

Ms. Thomas-DeWitt questioned whether the ownership would be clarified.

Mr. Claiborne stated that he would also assist the applicant with this issue.

MOTION: Ms. Huggins moved to reconsider the previous motion and defer the application. Ms. Zippay seconded the motion, which passed unanimously.

XI. Application(s) for Preneed License Branch

A. Recommended for Approval

1. Cemetery Professionals LLC d/b/a First Coast Funeral Home (Jacksonville)

Ms. Evans presented the application.

MOTION: Col. Ballas moved to approve the application. Mr. Jones seconded the motion, which passed unanimously.

XII. Application(s) for Preneed License Transfer

A. Jones-Gallagher Funeral Home, LLC d/b/a Jones Funeral Home (Starke)

Ms Evans stated the Department received the application on June 6 2007. No deficiencies were noted. The Applicant is transferring the existing preneed license of Phillip Steven Futch d/b/a Jones Funeral Home. The transfer is the result of a change of ownership and change to the corporate structure. The establishment, Phillip Steven Futch d/b/a Jones Funeral Home is being sold and the entity will be dissolved.

The Applicant's financial statements as of July 25, 2007 reflect the following:

Preneed Contracts	= \$ 1,125,075
Required Net Worth	= \$ 100,000
Reported Net Worth	= \$ 561,014

The Applicant has endorsed and will to continue using the trust agreements and contracts currently in place with Funeral Services, Inc. (FSI).

Mr. Brandenburg questioned whether this transfer covers both locations or whether Mr. Gallagher needs a branch location.

Ms Evans stated if Mr. Gallagher is doing business under the exact same name, a branch is not required.

Mr. Gallagher responded that it would be under the same name.

MOTION: Mr. Helm moved to application the application. Col. Ballas seconded the motion, which passed unanimously.

XIII. Application(s) to Become a Training Facility
A. Chandler Funeral Home, Inc. (Lake Placid)

Ms Evans presented the Application(s) to Become a Training Facility.

MOTION: Mr. Brandenburg moved to approve the application. Ms Huggins seconded the motion, which passed unanimously.

XIV. Application(s) for Florida Laws and Rules Examination
A. Recommended for Approval - Addendum B

1. Funeral Director and Embalmer - Internship

- a. Rivera, Benjamin**
- b. Sanders Liz**

2. Funeral Director and Embalmer - Endorsement

- a. Denyer, Richard P**
- b. Moore, Sandra L**
- c. Noble, John T**
- d. Freyre, Jbsette L**

Ms Evans presented the Applicant(s) for the Florida Laws and Rules Exam.

MOTION: Mr. Helm moved to approve the applications Mr. Jones seconded the motion, which passed unanimously.

XV. Application(s) for Funeral Director and Embalmer Intern

A. Recommended for Approval – See Addendum C

- 1. Rowker, George J**
- 2. Wuebbels, Katie**

Ms Evans presented the Application(s) for Funeral Director and Embalmer Intern.

MOTION: Mr. Brandenburg moved to approve the application(s). Mr. Baxley seconded the motion, which passed unanimously.

B. Recommended for Consideration

- 1. Macon, Richard E**

Ms Evans stated that the applicant answered “Yes” to Section 7(b), in Criminal History Questions-“Any other felony not already disclosed under subparagraph 1 immediately above, which was committed within the 20 years immediately preceding the date you submit this application.”

Date: 02/12/2008
Location: Broward County
Case #: 23080042
Offense: Possession of Cocaine
Pled: Nolo Contendere
Sentence: Probation, 1 year and 6 months Attend DWI School
Disposition: Adjudication Withheld

MOTION: Ms Huggins moved to approve the application. Ms Zippay seconded the motion, which passed unanimously.

XVI. Application(s) for Embalmer Apprentice

A. Recommended for Approval – See Addendum D

- 1. Kahler, Kirk**
- 2. Roberts, Troy A**

Ms Evans presented the Application(s) for Embalmer Intern.

MOTION: Ms Thomas-DeWitt moved to approve the application(s). Mr. Baxley seconded the motion, which passed unanimously.

XVII. Continuing Education Course Approval(s)

A. Recommended for Approval – See Addendum E

- 1. Batesville Management Services #86**
- 2. Funeral CE Web CE #8**
- 3. Henry L. Scurry, Sr. #77**
- 4. New Jersey State Funeral Directors Association #40**

Ms Evans presented the courses for approval.

MOTION: Ms Thomas-DeWitt moved to approve the applications. Mr. Brandenburg seconded the motion, which passed unanimously.

XV III. Consumer Protection Trust Fund Claims

A. Recommended for Approval - See Addendum F

Ms Evans presented the claims for approval.

Mr. Baxley disclosed his affiliation with Hiers-Baxley Funeral Services

MOTION: Mr. Brandenburg moved to approve the claims. Col. Ballas seconded the motion, which passed unanimously.

B. Recommended for Denial

1. Kalis-McIntee Funeral & Cremation Center (Beneficiary: Ruby L Moore)

Ms Evans stated that the following Consumer Protection Trust Fund Proof of Claim and Disbursement Request is being presented to the Board for denial.

Purchaser:	Moore, Ruby L
Beneficiary:	Moore, Ruby L
Claimant:	Kalis-McIntee Funeral & Cremation Center
Amount of Contract:	\$8,23000
Amount Paid on Contract:	\$8,23000
Amount Trusted:	\$ 000
Portion of payments retained as non-trust:	\$ 000
Amount Requested by Claimant:	\$ 2,987.14

On November 22, 1996 Ruby L Moore purchased a pre-need contract from Fred Hunter Memorial Services, Inc. d/b/a Fred Hunter's Hollywood Memorial Gardens North, in the amount of \$8,23000. On April 18, 2004 Ms Moore passed away. Kalis Funeral Home, a branch of Fred Hunter Memorial Services, Inc. d/b/a Fred Hunter's Hollywood Memorial Gardens North, fulfilled the contract.

Prime Succession, Inc. was the parent company of Kalis Funeral Home and Fred Hunter Memorial Services, Inc. d/b/a Fred Hunter's Hollywood Memorial Gardens North. Prime Succession, Inc. filed for bankruptcy on July 14, 2008. Their holdings were sold through the Chapter 11 proceedings to Prime Acquisition Group, LLC. Prime Acquisition Group, LLC sold Fred Hunter Memorial Services, Inc. d/b/a Fred Hunter's Hollywood Memorial Gardens North on March 23, 2004 to Mr. John Quinn III and Kevin Quinn. Kalis Funeral Home was sold to McIntee Holdings, LLC and received their Establishment license on August 31, 2004.

The contract was fulfilled on April 18, 2004 which was prior to Kalis-McIntee Funeral & Cremation Center obtaining their Establishment license. Both entities currently hold valid licenses.

Per Mr. Jeff Casey of Fred Hunter Memorial Services, the prearrangement for Ms Moore was written on November 22, 1996 through the Fred Hunter Memorial Services Trust. This time period falls within the period in which a surety bond was approved by the State Board as the alternative funding vehicle, 1993-2001. When Kalis-McIntee was purchased from the Prime Acquisition Group it agreed to provide services and merchandise for those prearrangements held under the Fred Hunter Memorial Services Trust for only the amount, if any, in the trust at fulfillment. They fully understood that many of those prearrangements had no or very little funding that would be paid.

The fulfillment of Ms Ruby Moore preneed contract is a private matter to be resolved between Fred Hunter Memorial Services, Inc. d/b/a Fred Hunter's Hollywood Memorial Gardens North and Kalis-McIntee Funeral & Cremation Center.

MOTION: Mr. Helm moved to deny the request. Ms Zippay seconded the motion, which passed unanimously.

XIX. Contracts or Other Related Forms

A. Cemetery Burial and Merchandise Agreement

1. Venice Memorial Gardens Inc (Venice)

Ms Evans stated that the agreement is being revised as follows

- ?? Line 8 changed to read "professional Service Fees".
- ?? Remove the "Documentation Unpaid balance" box (F) and line (F).
- ?? Change SouthTrust Bank/FSI to Funeral Services, Inc. (term #2).
- ?? Payment allocation (term #9).

Staff recommend approval of the agreement pending Department receipt within 45 days of two print-ready agreements with the following revisions

Provide on the signature page, clearly and conspicuously in bold faced 10-point type or larger, the following:

- (a) The words "purchase price."
- (b) The amount to be trusted.
- (c) The amount to be refunded upon contract cancellation.
- (d) The amounts allocated to merchandise, services and cash advances
- (e) A statement that the purchaser shall have 30 days from the date of execution of contract to cancel the contract and receive a total refund of all moneys paid.

MOTION: Mr. Brandenburg moved to approve the agreement pending Department receipt within 45 days of two print-ready agreements with the noted revisions. Mr. Jones seconded the motion, which passed unanimously.

B. Funeral Contract Addendum – Good Faith Estimate

1. Vista Funeral Home, Inc (Miami Lakes)

Ms Evans stated that the contract addendum will be used by Vista Funeral Home, Inc. in conjunction with the sale of a niche from Vista Memorial Gardens, Inc. The purpose of the contract addendum is to disclose to the public, the estimated additional fees that will be incurred to use a free cremation service as well as to disclose certain restrictions

Mr. Chaiman questioned whether the money for the service has to be put into trust.

Mr. John Rudolph stated that the way the Statute reads is on a free burial space there is a minimum amount to be trusted. On a funeral service, there is no minimum amount to be trusted. According to the statute, you put in the amount that is paid on the contract. If there is no money paid on a free cremation service, no money is required to be trusted.

Mr. Chaيمان questioned what assurance would be given to consumers that the cremation will be provided in the future if there is no money there.

Mr. Rudolph stated that there would be a cremation contract with the funeral home that would have to be fulfilled by that funeral home or anyone that acquires the funeral home.

Mr. Chaيمان stated this is similar to the bonding issue. Mr. Chaيمان questioned whether there are any requirements for money to be trusted.

Ms. Evans stated that she did not see anything in the statute. There is a section in cemetery law that states if you give a product away you have to fund for it, but that is cemetery law not funeral. There is a glitch to be addressed in the funeral section.

Ms. Huggins questioned whether the law permits packaging property and merchandise and tying it to a funeral home or cemetery, therefore obligating the purchaser to buy the plot in order to get the free service from that same company.

Mr. Chaيمان stated that this issue needs to be addressed in Rules Committee as this is a potential problem.

Mr. Rudolph stated that he does not consider this to be a legal tying arrangement.

Ms. Arguin questioned how a cemetery would be able to provide cremation services.

Mr. Rudolph responded that a cemetery would not be able to do so. It would have to be done through a funeral home as a cash advance.

Mr. Baxley questioned whether the columbarium is in a funeral home, not a cemetery.

Mr. Rudolph responded no. This is a cemetery with a columbarium providing a free cremation as a cash advance. The cremation is with a separate company related to the cemetery.

Ms. Arguin questioned whether the cemetery is purchasing the cremation from the funeral home.

Mr. Rudolph stated that the contract with the consumer would be with the funeral home for the free cremation.

Ms. Arguin stated that they are also selling a niche.

Mr. Rudolph responded that the funeral home is not selling the niche, the cemetery is.

Mr. Chaيمان questioned whether the funeral home is under the same ownership as the cemetery selling the niche.

Mr. Rudolph responded yes.

Ms. Arguin questioned whether there is one contract for the cemetery and funeral home.

Mr. Rudolph responded there are 2 separate contracts.

Mr. Chaiman stated this appears to be the same as guaranteeing the opening and closing of the niche. If this was done, money would have to be trusted for it.

Mr. Baxley stated that realizing the funeral home and cemetery are the really the same, the thought process is the family is purchasing a niche from the cemetery and a cremation service at \$0 under cash advances. At the time of death, the cemetery is guaranteeing that they would purchase the service.

Mr. Rudolph agreed.

Mr. Chaiman questioned whether the cemetery is obligated to put money in trust to purchase the service from the funeral home.

Mr. Rudolph responded no, because it is a cash advance.

Ms. Arguin questioned whether Vista Funeral Home would be required to place any money into trust on the services being provided.

Mr. Rudolph stated that under the law, they must put in 70% of monies received for services. They could contractually agree to provide services for free.

Mr. Baxley questioned since cash advances are not guaranteed, what would stop the cemetery from saying that the \$0 is now \$2000 at the time of need.

Ms. Corinne Olvey stated if the funeral home writes a cremation and discounts it to \$0 they do not put any money into trust.

MOTION: Col. Ballas moved to approve the addendum. Mr. Jones seconded the motion, which passed with 2 dissenting votes.

C. Monument Establishment Retail Sales Agreements

1. A & A Memorials and Monuments, LLC (Crestview)

Ms. Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement forms be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-ready agreements.

MOTION: Mr. Brandenburg moved to approve the agreement pending Department receipt within 45 days of two print-ready agreements with the noted revisions. Col. Ballas seconded the motion, which passed with 2 dissenting votes.

2. Gravesites, LLC (Arcadia)

Ms. Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement forms be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-ready agreements with the following revisions

- ?? Agreement shall be sequentially numbered
- ?? Include telephone number of establishment
- ?? Separate sections for the name, address and telephone number of: (a) Purchaser and (b) Interment Right owner
- ?? Name and address of cemetery or memorial for delivery and installation
- ?? Lot, block or section number of grave (if delivered to a cemetery) or memorial location
- ?? Disclose latest date that the memorial or monument will be installed and that memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract
- ?? Cancellation, section 18: The Seller may not cancel the agreement unless the purchaser is in default under terms of the agreement.
- ?? A complete description of the monument, marker or related product to be delivered and installed together with the price(s) for each item(s) or service(s) purchased and any fees that will be charged, including:
 1. Disclose in bold print whether a re-stocking fee will be charged and the amount of the fee if purchaser cancels prior to delivery for any reason other than the monument establishment's failure to timely deliver.
 2. Disclose whether a setting fee will be charged and the amount of the fee
 3. Disclose whether a transportation fee will be charged for delivery and /or installation of merchandise and the amount of the fee.
 4. Disclose any other charge or fees, which shall be itemized and detailed
- ?? Terms of sale, including purchase price and payment schedule
- ?? Sales tax, down payment and balance due

MOTION: Mr. Brandenburg moved to deny the agreement due to the number of deficiencies. Mr. Helm seconded the motion, which passed unanimously.

3. Gulf Coast Wilbert, Inc. db/a Pensacola Marble & Granite (Pensacola)

Ms Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement form to be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-ready agreements with the following revisions

- ?? Separate section for the name, address and telephone number of interment right owner
- ?? Lot, block or section number of grave if delivered to a cemetery or memorial location
- ?? If applicable:
 1. Disclose in bold print whether a re-stocking fee will be charged and the amount of the fee if purchaser cancels prior to delivery for any reason other than the monument establishment's failure to timely deliver.
 2. Disclose whether a setting fee will be charged and the amount of the fee
 3. Disclose whether a transportation fee will be charged for delivery and /or installation of merchandise and the amount of the fee.
 4. Disclose any other charge or fees, which shall be itemized and detailed

MOTION: Col. Ballas moved to approve the agreement pending Department receipt within 45 days of two print-read agreements with the noted revisions. Mr. Jones seconded the motion, which passed unanimously.

4 *Jb Chapman Memorials Inc. (Fernandina Beach)*

Ms. Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement forms be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-read agreements.

MOTION: Mr. Helm moved to approve the agreement pending Department receipt within 45 days of two print-read agreements. Ms. Thomas-DeWitt seconded the motion, which passed unanimously.

5 *M & M Quality Monuments Inc. (Apalachicola)*

Ms. Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement forms be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-read agreements with the following revisions:

- ?? Agreement shall be sequentially numbered
- ?? Separate sections for the name, address and telephone number of: (a) Purchaser and (b) Interment Right owner
- ?? Name and address of cemetery or memorial for delivery and installation
- ?? Disclose latest date that the memorial or monument will be installed and that memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract
- ?? A complete description of the monument, marker or related product to be delivered and installed together with the price(s) for each item(s) or service(s) purchased and any fees that will be charged including, if applicable:
 1. Disclose in bold print whether a re-stocking fee will be charged and the amount of the fee if purchaser cancels prior to delivery for any reason other than the monument establishment's failure to timely deliver.
 2. Disclose whether a setting fee will be charged and the amount of the fee.
 3. Disclose whether a transportation fee will be charged for delivery and/or installation of merchandise and the amount of the fee.
 4. Disclose any other charges or fees, which shall be itemized and detailed.
 5. Sales tax

MOTION: Ms. Huggins moved to deny the agreement due to the number of deficiencies. Mr. Brandenburg seconded the motion, which passed unanimously.

6 *Monalisa Monument Company (Tampa)*

Ms. Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement forms be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-ready agreements with the following revisions

- ?? Name, address and telephone number of interment right owner (if different from purchaser)
- ?? Terms & Conditions #3: "This agreement is not subject to cancellation..." This clause must be moved to a place just above the purchaser's signature and appear in large type, bold print

MOTION: Col. Ballas moved to approve the agreement pending Department receipt within 45 days of two print-ready agreements with the noted revisions. Mr. Brandenburg seconded the motion, which passed unanimously.

7. Noble Monument Company, Inc (Fernandina Beach)

Ms. Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement forms be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-ready agreements with the following revisions

- ?? Agreement shall be sequentially numbered
- ?? Name, address and telephone number of interment right owner (if different from purchaser)
- ?? Lot, block or section number of grave (if delivered to a cemetery) or memorial location
- ?? Disclosure that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract
- ?? Once installed, monument cannot be repossessed by Seller without permission from the lot owner
- ?? Itemized price(s) for each item(s) or service(s) purchased, including if applicable:
 1. Disclose in bold print whether a re-stocking fee will be charged and the amount of the fee if purchase cancels prior to delivery for any reason other than the monument establishment's failure to timely deliver.
 2. Disclose whether a setting fee will be charged and the amount of the fee
 3. Disclose whether a transportation fee will be charged for delivery and/or installation of merchandise and the amount of the fee
 4. Disclose any other charges or fees, which shall be itemized and detailed

MOTION: Ms. Huggins moved to deny the agreement due to the number of deficiencies. Mr. Helm seconded the motion, which passed unanimously.

8. Sutton Monuments & Cemetery Services (Wauchula)

Ms. Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement forms be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-ready agreements

MOTION: Mr. Helm moved to approve the agreement pending Department receipt within 45 days of two print-read agreements. Col. Ballas seconded the motion, which passed unanimously.

9. The McQueen Group Inc. d/b/a Affordable Memorials (St. Petersburg)

Ms. Evans stated that the agreement was submitted in compliance with Section 497.553, Florida Statutes, that requires monument establishment sales agreement forms be filed with and approved by the Board.

Staff recommends approval of the agreement pending Department receipt within 45 days of two print-read agreements with the following revisions:

- ?? Agreement shall be sequentially numbered
- ?? Name, address and telephone number of interment right owner if different from owner.
- ?? Name and address of cemetery or memorial for delivery and installation
- ?? Lot, block or section number of grave (if delivered to a cemetery) or memorial location
- ?? Affirmation that memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract

MOTION: Mr. Helm moved to approve the agreement pending Department receipt within 45 days of two print-read agreements with the noted revisions. Ms. Thomas-DeWitt seconded the motion, which passed unanimously.

XX. Preneed Trust Transfer(s)

- A. Forest Meadows Funeral Home & Cemeteries, Inc. (Gainesville)

Ms. Evans stated that the Applicant requests approval for the transfer of the preneed trust funds of Evans-Carter Funeral Home, which was acquired by Forest Meadows Funeral Home & Cemeteries, Inc. and licensed as a branch in May, 2007.

Staff recommends approval of the above referenced request contingent upon certification of the transfer being received by the Department within 60 days of the Board meeting date.

Compliance with other State and Federal regulations is the responsibility of the Certificate-holder.

MOTION: Mr. Brandenburg moved to approve the request contingent upon certification of the transfer being received by the Department within 60 days. Mr. Jones seconded the motion, which passed unanimously.

XXI. Administrative Report

The Administrative Report was submitted to the Board on the Agenda.

XXIV. Disciplinary Report

	Issued Since Last Meeting (June 27, 2007)	Issued Since January 1, 2007
Notice of Non-Compliance	0	1
Letters of Guidance	0	20
Citations	0	0

XXIII. Chairman's Report (0 ral)

None

XXIV. Attorney Report (0 ral)

None

XXV. Executive Director's Report (0 ral)

A. Report from Richard Baldwin – Examiner for Menorah Gardens April '07

The Board members received copies of the report from Richard Baldwin for the month of April '07. Mr. Baldwin continues to assist consumers

B. Report on Budget Cuts and Request to Activate Dormant Positions

Ms Evans stated that as stated in the newspaper, there are problems with the State's budget. Many Agencies have been asked to cut budget by up to 10%. Our Division was not exempt and have gone through an exercise with Senior Management to cut our budget as well, even though we are trust funded completely. Our budget is \$2.83 million, so we were asked to cut \$283,000 which was done. There was \$887,000 being held in a reserve the 10 positions that the Governor's office had not released. This leaves \$600,000 to fund those positions. We are able to fund approximately 9 of the 10 positions with the \$2 fee increase for the quarterly preneed contract contribution. The Department would request that the last position be held in abeyance. At the right time, the request for the 9 positions will be submitted. Some agencies are being asked to cut positions that have been unfulfilled.

C. Staffing Report

Ms Evans stated that the Division is in the process of filling some vacant positions 1 examiner in Tampa; 1 examiner supervisor in Tallahassee; just received notification that Aldon Asher of Orlando will be resigning on August 20th.

D. Update on Computer Project

Ms Evans stated that the Division successfully tested Compliance Notices and this will be tested today at 5:00pm. There will be some new functionality. Ms Evans added that we will be going into a code freeze at the same time, so the changes resulting from the issues with the funeral director licenses and some of the snafus with continuing education would not be implemented, but the programmers have been ordered to start developing this so that when we come out of code freeze at the end of October, these changes would be implemented.

Ms Arguin questioned what a code freeze is

Ms Evans stated in the computer world, the code is the programming. While in code freeze, we would still be able to use our computer programs, submit applications and use the system, but we would not be able to make any enhancements or changes

*****ITEM PREVIOUSLY DISCUSSED*****

V III. Application(s) for Cinerator Facility

A. Recommended for Approval

1. Fields of Faith Crematory and Tribute Center (Pace)

Ms Scheff stated that the funeral home and crematory are at the same address. The space is just a discrete area where the family could view the body one last time.

MOTION: Mr. Baxley moved to approve the application. Mr. Jones seconded the motion, which passed unanimously.

Mr. Chairman requested that Mr. Jones provide a quick update on the electronic death certificates.

Mr. Jones stated that the Office of Vital Statistics with the Department of Health has a Workgroup Meeting in Jacksonville tomorrow. There will be participants from the Hospital Association, Florida Medical Examiners Association, representatives from both funeral boards, Florida Physicians, Florida Morticians and also some people from California. This system is being tailored to look like the California system to some degree. The design of the system is moving forward. This workgroup would be a big help. Mr. Jones advised that he would continue to give updates. The Department is looking into developing an electronic death record where the funeral director would electronically key in the death record, the physician or medical examiner would enter the cause of death and it would then be submitted electronically to the Office of Vital Statistics.

Ms Darlene Smith stated that she had filed a complaint against a local funeral home and cemetery and requested that the Board look into it.

XXX. Adjournment

At 11:43 p.m., the meeting was adjourned.