

*Minutes of Meeting*  
*Board of Funeral, Cemetery and Consumer Services*  
*June 25, 2008 - 10:00 A.M. to 5:00 P.M.*  
*The Resort & Club at Little Harbor*  
*611 Destiny Drive*  
*Ruskin, FL 33570*

**I. Call to Order and Roll Call**

Mr. Greg Brudnicki, The Chair, called the meeting to order at 10:00 am. Mr. Doug Shropshire, Executive Director, called the roll:

PRESENT:

Greg Brudnicki, Chairman  
Jody Brandenburg, Vice-Chairman  
Justin Baxley  
Powell Helm  
Nancy Hubbell  
Tracy Huggins  
Ken Jones  
Gail Thomas-DeWitt  
Catherine Zippay

ALSO PRESENT:

Doug Shropshire, Executive Director  
Anthony Miller, Assistant Director  
Deborah Loucks, Board Counsel  
Tad David, Department Counsel  
James Gellepis, Department Staff  
LaTonya Bryant, Department Staff  
Tampa Field Staff (Thurman Lowe, Kurt Schuller, Chris McMurray, Jessica Morse)

Mr. Shropshire advised the Chair that a quorum was present.

**II. Action on the Minutes**

**A. April 2, 2008**

The Chair confirmed that all Board members had read the draft of the minutes of the previous Board meeting held on April 2<sup>nd</sup>.

**MOTION:** Mr. Jody Brandenburg moved to adopt the minutes of the meeting. Mr. Ken Jones seconded the motion, which passed unanimously.

**B. May 7, 2008 – Teleconference**

The Chair confirmed that all Board members had read the draft of the minutes of the previous teleconference meeting held on May 7<sup>th</sup>.

**MOTION:** Ms. Tracy Huggins moved to adopt the minutes of the meeting. Mr. Powell Helm seconded the motion, which passed unanimously.

*C. June 4, 2008 – Teleconference*

The Chair confirmed that all Board members had read the draft of the minutes of the previous teleconference meeting held on June 4<sup>th</sup>.

**MOTION:** Ms. Catherine Zippay moved to adopt the minutes of the meeting. Ms. Huggins seconded the motion, which passed unanimously.

**III. Old Business**

*A. Monument Retail Sales Agreements*

*1. Dawson Monument Co, Inc (West Palm Beach)*

The monument establishment retail sales contract was deferred at the June 4, 2008 Board Meeting and is being presented to the Board for re-consideration.

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. Ms. Zippay seconded the motion, which passed unanimously.

**IV. Disciplinary Proceeding(s)**

*A. Ambrose Austin Case No.: 90949-08-FC*

*B. Charles A. Lewis Funeral Home Case No.: 85508-08-FC*

Mr. Tad David stated that he had spoken with the attorney for Charles A Lewis Funeral Home and Mr. Ambrose Austin who had an emergency hearing this morning and requests that these 2 items be held in abeyance as late as possible in the meeting.

The Chair agreed to the request and questioned what would happen if the attorney did not make the meeting.

Mr. David responded that the items would still be presented.

*C. Trinity Memorial Cemetery, Inc. D/B/A Trinity Memorial Gardens Case No.: 86690-06-FC*

Mr. David questioned whether this item could be addressed with Item XIX, Amendments to Bylaws.

Mr. Helm questioned whether the disciplinary action is connected to the bylaws.

Mr. David responded that the disciplinary action was based on an allegation that Trinity was not following their bylaws.

Mr. Helm questioned whether the disciplinary action is connected to the amended bylaws in any way.

Mr. David responded that they are only connected in trying to clarify and make their bylaws more in line with what their practice has been.

Mr. Helm questioned whether approving the order has any bearing on whether the amendments to the bylaws are approved or not.

Mr. David agreed. The attorneys for Trinity are present.

Mr. Chris Bentley stated that the 2 matters are independent of one another. From a procedural point of they are related as Trinity is trying to resolve a problem. Voting on one has not effect of voting on the other.

The Chair stated that the items would be addressed separately.

Mr. David stated that the settlement Stipulation was signed by Ms. Lisa Sommers on behalf of Trinity on June 13<sup>th</sup>, her attorney Kyle Kemper on June 13<sup>th</sup> and by Mr. David on June 17<sup>th</sup>.

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

***D. White City Cemetery Association Case No: 85498-06-FC***

Mr. David stated that the Respondent is so committed and are trying to get this issue resolved. They have already submitted the check, which is being held in a safe at the Department.

The Chair questioned whether the deficits have been resolved.

Mr. David responded yes.

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

**V. Application(s) for Funeral Establishment**

***A. Recommended for Approval***

***1. Cypress Funeral Group Inc d/b/a Muller-Thompson Funeral Chapel and Cremation Service (Naples)***

The change of ownership application for a Funeral Establishment was submitted on May 14, 2008. The application was complete when submitted and a deficiency letter was not sent to the applicant. The Funeral Director in Charge will be Todd Muller (F042480). The fingerprint cards for Michael Fuller were submitted and returned without criminal history. The establishment passed its inspection on May 30, 2008. The application is recommended for approval pending the proof of sale.

Mr. Brandenburg questioned whether the proof of sale was received.

Mr. James Gellepis stated that he was not aware that this had been approved.

The Chair questioned what is considered a proof of sale.

Mr. Gellepis responded that a copy of the sales agreement is considered proof of sale.

**MOTION:** Mr. Brandenburg moved to approve the application contingent upon receipt of proof of sale. Mr. Jones seconded the motion, which passed unanimously.

**\*\*\*ITEMS 2 – 5 WERE DISCUSSED SIMULTANEOUSLY\*\*\***

**2. *Hiers Funeral Home Inc d/b/a Hiers-Baxley Funeral Services (Bellevue)***

The change of ownership application for a Funeral Establishment was submitted on June 2, 2008. The application was complete when submitted and a deficiency letter was not sent to the applicant. The Funeral Director in Charge will be Stephen Tweedle (F043184). The fingerprint cards for all principals were submitted and returned without criminal history.

**3. *Hiers Funeral Home Inc d/b/a Hiers-Baxley Funeral Services (Chiefland)***

The change of ownership application for a Funeral Establishment was submitted on June 2, 2008. The application was complete when submitted and a deficiency letter was not sent to the applicant. The Funeral Director in Charge will be Jewett Leaptrot (F044115). The fingerprint cards for all principals were submitted and returned without criminal history. The establishment passed the inspection on June 10, 2008.

**4. *Hiers Funeral Home Inc d/b/a Hiers-Baxley Funeral Services (Ocala)***

The change of ownership application for a Funeral Establishment was submitted on June 2, 2008. The application was complete when submitted and a deficiency letter was not sent to the applicant. The Funeral Director in Charge will be Joseph Waddington III (F046952). The fingerprint cards for all principals were submitted and returned without criminal history.

**5. *Hiers Funeral Home Inc d/b/a Hiers-Baxley Funeral Services (The Villages)***

The change of ownership application for a Funeral Establishment was submitted on June 2, 2008. The application was complete when submitted and a deficiency letter was not sent to the applicant. The Funeral Director in Charge will be Francis Martin (F046616). The fingerprint cards for all principals were submitted and returned without criminal history.

Items 2 – 5: Applicant answered “Yes” to Section 6(a). Adverse Licensing History Question-Have you ever had any death care industry license revoked, suspended, fined, reprimanded or otherwise disciplined, by any regulatory authority in Florida or any other state or jurisdiction?

Consent Order	67919-03-FC
Date	7/1/2007
Description	Operation of Non-licensed Cemetery
Action Taken	Fine \$10,000.00

Mr. Justin Baxley recused himself from voting on Items 2 – 5.

Mr. Shropshire stated that the inspections for Items 2, 4 – 5 were accomplished and the facilities passed.

Mr. Brandenburg questioned the Consent Order from 2007.

Mr. Kevin Hazlip stated that the Consent Order was not issued in 2007; it was from a prior year. This goes back to a time when Hiers Funeral Home, Inc. had a cemetery as a part of the organization that came in to being back before there were cemetery laws. During an examination, the licensee reached an agreement with the Department to roll that cemetery transfer into another organization that the Hiers-Baxley Funeral Service Group owned. As a result of that transaction, a fine had to be paid. The Consent Order relates to that cemetery transaction.

The Chair questioned when this occurred.

Mr. Hazlip responded that it occurred in 2001.

Mr. Helm questioned whether the 2007 on the covers was a misprint.

Mr. Hazlip responded yes.

Mr. Brandenburg questioned whether there is any current probation or restrictions remaining on the Order.

Mr. Hazlip responded no.

The Chair questioned whether this came up as a result of the change of ownership.

Mr. Hazlip stated that the reason for this is Mr. Hiers passed away in 2007. In an attempt to consolidate several corporations that were created, they are merging into one existing corporation. As a result of the change, a new establishment license is required.

**MOTION:** Mr. Brandenburg moved to approve the applications. Ms. Nancy Hubbell seconded the motion, which passed unanimously.

Mr. Hazlip thanked Mr. Shropshire in his intervention in their efforts to get this resolved.

**6. *Stuart Group Inc d/b/a Affordable and Trusted Cremation Center at Horizon Funeral Home (Fort Myers)***

The change of ownership application for a Funeral Establishment was submitted on April 4, 2008. The application was incomplete when submitted and a deficiency letter was sent to the applicant. All deficiencies were received on May 2, 2008. The Funeral Director in Charge will be Francis Ryan (F042829). The fingerprint cards for all principals were submitted and returned without criminal history. The establishment passed its inspection on May 30, 2008. The application is recommended for approval pending the proof of sale.

**MOTION:** Mr. Brandenburg moved to approve the application pending receipt of proof of sale. Ms. Huggins seconded the motion, which passed unanimously.

**VI. Application(s) for Removal Service**

**A. Recommended for Approval**

**1. Aubrey Garland III d/b/a G-One Spirit (Palmetto Bay)**

The application for a new Removal Service was submitted on April 18, 2008. The application was incomplete when submitted and a deficiency letter was sent to the applicant. All deficient items were returned on May 27, 2008. The fingerprint cards for Aubrey Garland III were submitted and returned without criminal history. The removal service was inspected on May 30, 2008 and passed the inspection providing it supplied a copy of the complaint log and procedures and proof of Health and Safety education. Those items were completed on June 4, 2008.

**MOTION:** Mr. Helm moved to approve the application. Ms. Gail Thomas-Dewitt seconded the motion, which passed unanimously.

**2. Del Rosal Removals Inc d/b/a Statewide Removals (Miami)**

The change of location application for a Removal Service was submitted on May 7, 2008. The application was complete when submitted and a deficiency letter was not sent to the applicant. The fingerprint cards for Veronica Arias were submitted and returned without criminal history. The removal service passed its inspection on May 22, 2008.

Mr. Baxley questioned the applicant answering NO to No. 11 on the Inspection Form, "Health and safety education of operational personnel."

Mr. Shropshire stated that during the meeting, the investigator would be contacted for clarification.

The Chair stated that the item would be held in abeyance until later in the meeting.

**B. Recommended for Consideration**

**1. First Call Removal Service LLC (Miramar)**

The application for a new Removal Service was submitted on April 21, 2008. The application was complete when submitted and a deficiency letter was not sent to the applicant. The fingerprint cards for all principals were submitted and returned with criminal history. The applicant answered "Yes" to Section 7, in Criminal History Questions. "Have you, the applicant herein, ever plead guilty, been convicted, or entered a plea in the nature of no contest, regardless of whether adjudication was entered or withheld by the court in which the case was prosecuted, in the courts of Florida or another state or the United States or a foreign country, regarding any crime indicated below." The removal service passed its inspection on May 22, 2008.

Jennifer Crease:

Date: 06/20/2005

Location: Dade County

Case #: 550489X

Offense: DUI

Pled: No contest

Sentence: \$678 Court Fees; Probation

Disposition:

Ryan Ausburn:  
Date: 11/19/2007  
Location: Groveland  
Case #: 85418  
Offense: Possession of Oxycodone  
Pled:  
Sentence: Pre-Trial Diversion  
Disposition:

The Chair questioned the Pre-Trial Diversion.

Mr. Ryan Ausburn stated that his attorney worked out a PTI Agreement with the State Attorney before going to court. This consisted of 1 year probation.

Mr. Brandenburg questioned whether the offense was a misdemeanor or a felony.

Mr. Ausburn responded that it was a felony charge.

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

**VII. Application(s) for Preneed Sales Agent**  
*A. Recommended for Approval - See Addendum A*

The Chair presented the application(s) for approval.

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

Ms. Deborah Loucks questioned whether this would impact his decision making ability to render a fair and impartial decision regarding this application(s).

Mr. Brandenburg responded no.

Ms. Huggins disclosed her affiliation with The Simplicity Plan.

Ms. Loucks questioned whether this would impact her decision making ability to render a fair and impartial decision regarding this application(s).

Ms. Huggins responded no.

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

*B. Recommended for Consideration*  
*1. Frizzell, Betty (Appointing Entity: SCI Funeral Services of Florida Inc.)*

On March 18, 2008, the Department received an application from Ms. Frizzell. Ms. Frizzell answered "No" to Applicant Background Questions: "Has the PSA applicant ever been convicted or entered a plea in the nature of no contest, (a) regardless of whether adjudication was entered or withheld by the court in

which the case was prosecuted, and (b) regardless of whether the criminal conduct occurred inside or outside the state of Florida, and (c) regardless of whether the criminal prosecution occurred in a Florida state court or the courts of another state, the United States, or foreign country, of or to any of the following crimes: (2) Any other felony which was committed within the 20 years immediately preceding the date of this on-line application; or (3) Any other crime, whether a misdemeanor or felony, committed within the 5 years immediately preceding the date of this on-line application?"

Upon the review of the applicant fingerprint results the department discovered the applicant had a criminal history. Ms. Frizzell was asked to submit an amended application and additional documentation.

The applicant has submitted documentation in response to Applicant Background Questions as follows:

Date: 05/02/2008  
Location: Pinellas County  
Case #: CTC08-2275MMANO -F  
Offense: OBT Property Return Worthless Check  
Pled: Nolo Contendere  
Sentence: Pay Fine/Cost/Restitution in the amount \$420 plus all pertinent fees within 10 days of the Court order (defendant entered into a Clerk's payment plan, must be paid in full within 6 months)  
Disposition: Adjudication Withheld

Mr. Shropshire questioned when the original arrest warrant was issued.

Ms. Betty Frizzell stated that she was not 100% sure as she was not aware of it, but thinks it was in February 2007. Ms. Frizzell stated that upon applying for licensure, she was unaware of this.

Ms. Frizzell stated that in her former position, with another company unrelated to the industry, she traveled 6 days a week. The check presented for non-sufficient funds was for \$120 for pet sitting fees and was totally remised. Once hired by SCI, Ms. Frizzell was not arrested, but was notified of this issue. Ms. Frizzell in turn contacted the authorities for guidance and turned herself in. Two weeks later, Ms. Frizzell went to court and was sentenced to pay \$300 and has since paid this.

Mr. Helm stated that according to the report, the arrest occurred in May 2008.

Ms. Frizzell stated that the warrant was issued in February, but she came to know about it in May.

Mr. Baxley questioned whether Ms. Frizzell was aware of this offense at the time she completed her application.

Ms. Frizzell responded no.

Mr. Shropshire questioned whether the pet sitting service had contacted Ms. Frizzell in an attempt to collect the debt.

Ms. Frizzell stated that it was an individual not a service. Ms. Frizzell added that she had moved and her telephone # changed.



Mr. Helm questioned whether this was Ms. Frizzell's only bad check.

Ms. Frizzell responded yes.

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

*C. Recommended for Denial*

*2. Rodriguez, Ivan Mercado (Appointing Entity: SCI Funeral Services of Florida Inc.)*

The Chair stated that this Item was withdrawn from the agenda.

**VIII. Application(s) for Preneed License**

*A. Recommended for Approval*

*1. Beggs Funeral Home, Inc d/b/a Beggs Funeral Home – Apalachee Chapel (Tallahassee)*

The Department received the application on May 9, 2008. No deficiencies were noted by the Department. Fingerprint cards were received by the Department and a completed background check revealed no criminal history. The applicant is assuming liability of approximately \$1,082,062 of outstanding preneed contracts formerly sold under T.J. Beggs, Jr & Sons, Inc. The funeral establishment license was obtained on April 2, 2008.

The Applicant's financial statements as of December 31, 2007 reflect the following:

Preneed Contracts	= \$ 1,082,062
Required Net Worth	= \$ 100,000
Reported Net Worth	= \$ 266,192

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.

Mr. Brandenburg questioned whether there were any preneed contracts written from April 2, 2008 to the present.

Ms. Meiko Whitfield stated that the new funeral home did not write any preneed. The old license, TJ Beggs Jr & Sons, Inc, is up for renewal and is totally a separate entity. The preneed was split out and some were transferred to the new company.

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

*2. Hudson Memorial Chapel Inc (Delray Beach)*

The Department received the application on April 11, 2008. No deficiencies were noted by the Department. Fingerprint cards were received by the Department and a completed background check revealed no criminal history. The Applicant obtained a funeral establishment license on January 2, 2008.

The Applicant's financial statements as of December 31, 2007 reflect the following:

Preneed Contracts	= \$	0
Required Net Worth	= \$	10,000
Reported Net Worth	= \$	13,495

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.

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

### ***3. Knauff Funeral Homes, LLC (Williston)***

The Department received the application on April 17, 2008. No deficiencies were noted by the Department. Fingerprint cards were received by the Department and a completed background check revealed no criminal history. Applicant is assuming liability of outstanding preneed contracts formerly sold under the Alderwoods Group when applicant purchased the funeral establishment from Alderwoods in August 2007. The Applicant has held a valid funeral establishment license since April 1, 1998.

The Applicant's financial statements as of December 31, 2007 reflect the following:

Preneed Contracts	= \$	970,213
Required Net Worth	= \$	100,000
Reported Net Worth	= \$	673,039

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.

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

### ***4. Park Funeral Home, Inc. (Defuniak Springs)***

The Department received the application on May 9, 2008. No deficiencies were noted by the Department. Fingerprint cards were received by the Department and a completed background check revealed no criminal history. The Applicant has held a valid funeral establishment license since January 13, 1997.

The Applicant's financial statements as of December 31, 2007 reflect the following:

Preneed Contracts	= \$	0
Required Net Worth	= \$	10,000
Reported Net Worth	= \$	142,224

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.

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

*5. Rollings Oaks Cemetery, Inc. (Port St Lucie)*

The Department received the application on April 28, 2008. A letter of deficiency was sent to the applicant on May 16, 2008 and applicant responded to all deficiencies by May 22, 2008. A completed background check of all of the officers revealed no criminal history. Applicant has held a valid funeral establishment license since November 16, 2006 and Preneed License as of September 21, 2004. The previously held Preneed License expired on July 1, 2007 due to applicant not renewing timely.

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

Preneed Contracts	= \$	710,527
Required Net Worth	= \$	80,000
Reported Net Worth	= \$	93,194

Applicant will use the pre-approved SunTrust Bank Preneed Cemetery and Merchandise and Services Trust agreement and previously approved pre-arranged funeral agreement.

Staff recommends approval of this application.

Mr. Brandenburg questioned whether there were any preneed contracts written from July 1, 2007 to the present.

Mr. Phillip Weinstein was unable to answer that question.

Mr. Shropshire questioned whether Mr. Weinstein was acting as counsel for the applicant.

Mr. Weinstein responded no.

The Chair requested that the Department call and find out the answer to Mr. Brandenburg's question.

Mr. Shropshire questioned Mr. Weinstein's affiliation to the applicant.

Mr. Weinstein stated that he is acting as a consultant.

Mr. Shropshire stated that during the meeting, Tallahassee Staff would attempt to contact the applicant for determination.

Mr. Brandenburg added that the preneed license expired July 1, 2007.

Mr. Weinstein stated that the sale was pending but did not go through.

The Chair questioned why the applicant did not renew the license once the sale did not go through.

Mr. Weinstein stated that the applicant attempted to renew but more information was needed.

The Chair stated that the item would be held in abeyance until later in the meeting.

**IX. Application(s) for Preneed License Branch**

**A. Recommended for Approval - See Addendum B**

1. *SCI Funeral Services of FL, Inc d/b/a National Cremation and Burial Society (Milton)*
2. *Warren Family Funeral Homes, Inc d/b/a Newcomer Funeral Home and Cremation Services (Titusville)*

**MOTION:** Mr. Jones moved to approve the application(s). Ms. Hubbell seconded the motion, which passed unanimously.

**X. Preneed License Renewals**

**A. Recommended for Approval - See Addendum C\***

Ms. Thomas-Dewitt disclosed her affiliation with Gail & Wynn's Mortuary.

Ms. Loucks questioned whether this would impact her decision making ability to render a fair and impartial decision regarding this application(s).

Ms. Thomas-Dewitt responded no.

Mr. Baxley disclosed his affiliation with Hiers Funeral Home, Inc. and Highland Memorial Park Association.

Ms. Loucks questioned whether this would impact his decision making ability to render a fair and impartial decision regarding this application(s).

Mr. Baxley responded no.

The Chair disclosed his affiliation with CFS Funeral Services Inc.

Ms. Loucks questioned whether this would impact his decision making ability to render a fair and impartial decision regarding this application(s).

The Chair responded no.

**MOTION:** Mr. Helm moved to approve the application(s). Ms. Hubbell seconded the motion, which passed unanimously.

**B. Recommended for Denial – See Addendum D\***

Mr. Shropshire questioned whether there was anyone present representing Chase Arnett C or Prestwood Funeral Home, Inc.

There appeared to be no one present for either applicant as there was a negative response.

**MOTION:** Ms. Hubbell moved to deny the application(s) for failure to submit the required financial information. Mr. Brandenburg seconded the motion, which passed unanimously.

*C. Recommended for Consideration - See Addendum E\**

- *A.M. Seigler Funeral Home, P.A. (Mulberry)*

The above licensee is recommended for Board consideration based on the following:

Does not meet the Financial Requirements set forth in Rule 69K-5.0016 F.A.C.

Total Preeed Contracts:	\$	588,424
Required Net Worth:	\$	60,000
Reported Net Worth:	\$	(78,441)

The December 31, 2007 Renewal Statement identifies 100% of all outstanding preneed sales as insurance funded. In response to a Department deficiency notice, on May 5th the Licensee submitted a letter requesting Board consideration based upon the value of the real estate and property.

An independent appraiser's letter regarding the value of the real estate as of April 23, 2007 estimates the "as is" market value of the property as \$560,000. The "as completed" market value as of the anticipated date of completion, October 23, 2007 is \$825,000. The letter indicates that the project is now completed. The licensee was approved for the June 2007 renewal under the same circumstances.

Ms. Jan Scheff stated that Mr. Seigler had health issues and could not be present.

Mr. Helm questioned whether Mr. Seigler was aware that his net worth has gone from \$2119 last year to (\$78,441) this year.

Ms Scheff stated that she would have to call the applicant to get a response.

The Chair questioned whether the Department obtains a personal guarantee or any type of collateralization to substitute equity when there is an appraisal of the property.

Mr. Gellepis stated that he was unaware of anything.

Mr. Shropshire stated that it does not appear that past practice has called for the applicant to indicate whether the real estate that is being offered is encumbered in any way. This appears to be a fundamental question because if the real estate is encumbered for virtually full value, then offering it as a substitute for net worth is not of much use.

Mr. Bill Williams agreed. If the real is encumbered, it should be showing on the balance sheet of the financial statements. What happen in a lot of these instances are these firms bought these properties years ago at a much reduced value and the property does not depreciate but the buildings do. The property value now is so high and this is why the Board has allowed these things in the past; in fact, the Statute allows it also.

Mr. Shropshire stated that he was under the impression that the real estate being offered was not directly a part of the business, but was outside of the business, so it would not show up on the balance sheet

offered by the company. If it was on the balance sheet, the total liabilities exceed the value of it so there would be no purpose of offering it.

The Chair stated that the Board has to consider in many of these instances there is a significant amount of treasury stock which makes the equity seem upside down because of the way it is structured. In those instances, in the past, the Board would consider: (1) are the applicants paying their trust timely; (2) have we had any problems with them; (3) if their equity issue is borderline, then the Board would consider their history.

Ms. Scheff stated that the applicant in doing 100% insurance funding.

The Chair stated once the treasury stock issue is removed, the equity position is pretty decent.

Mr. John Rudolph stated that this property is the funeral home, which is the subject of this. The appraisal of April 27<sup>th</sup> states A M Seigler Funeral Home and the balance sheet shows a building and land that has to be the funeral home.

Mr. Shropshire states if this were true, it would be superfluous to offer it or even refer to it as a substitute for the net worth as there are other liabilities. Mr. Shropshire added that the treasury stock issue was not factored into his thinking.

Mr. Brandenburg questioned whether the Statutes allow, for consideration of granting a preneed license, net worth exceptions just because the licensee is 100% trust or insurance.

The Chair responded that the Board has taken the position in the past based on the different considerations, but was unaware of any statutory provisions.

Mr. Helm expressed his concern regarding applications presented for consideration being approved and then the next year the net worth is worst. Mr. Helm added there does not appear to be anything that the Department could do to force these licensees to get in compliance.

Ms. Scheff states that the treasury stock always seems to affect certain firms from year to year. Mr. Seigler is doing 100% insurance.

Ms. Huggins stated that a current appraisal should be done after the completion of the project.

The Chair stated that if someone is going to use treasury stock, at the very least, a personal guarantee should be submitted.

Mr. Rudolph stated that 69K-5.0016(5) k addresses to 100% trusting.

Mr. Shropshire stated that the Board has very broad discretion in how the situation is handled. The rule does not state the applicant has to be approved just because they are trusting 100%. This is something the Board could take into consideration.

Mr. Brandenburg requested that in the future the Department provide the reported financial requirements for the prior year.

Mr. Shropshire stated that Mr. Brandenburg's request would be considered.

**MOTION:** Mr. Brandenburg moved to approve the application pending receipt of a personal guarantee. Mr. Baxley seconded the motion, which passed with one dissenting vote.

- *Baldwin Brothers Memorial Care Services, Inc. (New Smyrna Beach)*

The above Certificateholder is recommended for Board consideration based on the following:

Does not meet the Financial Requirements set forth in Rule 69K-5.016 F.A.C.

Total Preneed Contracts:	\$ 802,419
Required Net Worth:	\$ 100,000
Reported Net Worth:	\$ (12,693)

The December 31, 2007 Renewal Statement identifies \$196,165 of the outstanding contracts as insurance funded and \$606,254 as trust funded. Trust principal is \$395,308 and trust interest is \$83,800. The Licensee's current (liquidity) ratio (current assets/current liabilities) is 8.43.

The Licensee submitted a Subordination Agreement with the renewal application by which Richard O. Baldwin, Owner and holder of a note receivable of \$231,000 from the licensee, subordinates payment of the note by \$100,000 to the extent that additional funds are required to fulfill commitments by the preneed trust. Board consideration is requested in accordance with Rule 69K-5.016(5)(e), F.A.C., which allows subordination of debt by principal owners as a condition of receiving and retaining a preneed license.

Mr. Brandenburg questioned how the subordination agreement would affect the reported net worth.

Mr. Rudolph stated the agreement would guarantee performance of the preneed contracts. If the Department took over Baldwin Brothers as a result of some default, there would be an additional \$100,000 available for someone to purchase the property or to show the net worth. There is very little debt on this company at all. Mr. Baldwin had some deferred expenses that he chose to write off for tax purposes and pay them up front last year, which is the reason for the negative net worth.

The Chair stated that Mr. Baldwin is actually subordinating money that the company owes him, up to \$100,000.

Mr. Rudolph stated that he would talk to Mr. Baldwin about doing a personal guarantee.

Mr. Helm questioned whether Mr. Baldwin is trusting 100%.

Mr. Rudolph stated that Mr. Baldwin did not write any preneed last year.

**MOTION:** Mr. Jones moved to approve the application pending receipt of a personal guarantee. Ms. Thomas-Dewitt seconded the motion, which passed unanimously.

- *Boynton Memorial Chapel, LTD (Boynton Beach)*

The above licensee is recommended for Board consideration based on the following:

Does not meet the Financial Requirements set forth in Rule 69K-5.0016 F.A.C.

Total Preneed Contracts:     \$ 2,345,280  
Required Net Worth:         \$ 100,000  
Reported Net Worth:         \$ (1,336,931)

The December 31, 2007 Renewal Statement identifies trust principal as \$1,825,236 and accumulated interest as \$233,126. The Licensee submitted a letter with the renewal statements acknowledging the deficient financials and requesting consideration based upon the value of the real estate and property. Notes and Loans Payable reflect \$2,534,073 for Real Estate Mortgages. The Licensee's current (liquidity) ratio (current assets/current liabilities) is 1.97.

An independent appraiser's letter regarding the value of the real estate as of November 19, 2006 estimates the market value of the property as \$3,540,000. The value of the real estate owned on the balance sheet is \$1,940,395, less \$703,302 accumulated depreciation, for a total of \$1,237,093.

The Licensee was approved by the Board under the same circumstances for the July 1, 2007 renewal.

Mr. Stormet Norem stated that there is no treasury stock issue. The business owns the property, which consists of nearly 90% of the entire city block.

The Chair questioned whether Mr. Norem would have a problem submitting a personal guarantee.

Mr. Norem questioned why he would have to submit a personal guarantee now and what he would be guaranteeing as he has not had to in the past twenty years.

The Chair responded that the guarantee would ensure that Mr. Norem would feel obligated to deliver preneed.

Mr. Norem stated this is currently being done. Mr. Bob Ditolla is conducting an audit this week and Mr. Norem signed a letter yesterday agreeing to take care of any contracts that may have been written. This is done every year.

Mr. Shropshire stated that his understanding of a guarantee is it would be in the form of a legal document subjecting all personal assets to the debts of the company regarding the preneed obligation, should that need arise.

Mr. Helm questioned whether Mr. Norem would be willing to do this.

Mr. Norem responded that he would if it is necessary as he is the 100% owner.

The Chair questioned whether Mr. Norem would be okay with signing a personal guarantee.

Mr. Norem responded that he would if the Board requires everyone else do the same.

**MOTION:** Mr. Jones moved to approve the application pending receipt of a personal guarantee. Ms. Zippay seconded the motion, which passed with one dissenting vote.

- *Buxton Funeral Home, Inc.(Okeechobee)*

The above Certificateholder is recommended for Board consideration based on the following:



Does not meet the Financial Requirements set forth in Rule 69K-5.016 F.A.C.

Total Preneed Contracts:	\$ 1,192,798
Required Net Worth:	\$ 100,000
Reported Net Worth:	\$ (89,423)

The December 31, 2007 Renewal Statement identifies \$746,208 of the outstanding contracts as insurance funded and \$446,590 as trust funded. Trust principal is \$260,354 and trust interest is \$28,543. The Licensee's current (liquidity) ratio (current assets/current liabilities) is .33. Cumulative Retained Earnings on the income statement are (\$342,920).

In response to a deficiency letter from the Department, a letter submitted June 6, 2008 stated that the licensee intends to address the Board at the June 25<sup>th</sup> meeting to explain its net worth position and request consideration based upon losses as a result of hurricanes.

Mr. Paul Buxton stated that during Hurricanes Frances and Gene, the entire funeral home was lost 100%, structure and content. As a result, the funeral home was operated out of 3 single-wide trailers. Since the last Board meeting, the licensee finally received the certificate of occupancy on their new building on June 27<sup>th</sup> and the insurance settled at the end of January. In December 2007, the company showed (\$89,000). However, as of May 31, 2008, the company is at (\$924.99). Since January 1<sup>st</sup>, \$85,000 has been placed into equity; Shareholders equity is \$11,000; and insurance proceeds are \$74,000. This information appears on the balance sheet.

The Chair questioned whether the note payable listed in the current liabilities at \$600,000 Case Holdings had been paid off.

Mr. Buxton responded that they are in the process of paying the note off.

The Chair questioned whether the insurance would pay this off.

Mr. Buxton responded yes. A bad faith claim has been filed because it took so long to settle the insurance and the amount that was settled for. Since then, the licensee has hired an in-house accountant and a financial accountant, who has been working with them on a daily basis.

The Chair requested that a new statement be prepared and this item be deferred to the next meeting.

Mr. Bill Williams requested that the item be deferred to the next meeting. The information will be compiled and submitted to the Department. The May financial reflect substantial improvement.

**MOTION:** Mr. Jones moved to defer the application to the next meeting pending receipt of updated financials. Ms. Hubbell seconded the motion, which passed unanimously.

- *Carthage Chapel Funeral Home, Inc. (Jacksonville)*

The above licensee is recommended for Board consideration based on the following:

Does not meet the Financial Requirements set forth in Rule 69K-5.0016 F.A.C.

Total Preneed Contracts:     \$ 822,801  
Required Net Worth:         \$ 100,000  
Reported Net Worth:         \$ 78,785

The December 31, 2007 Renewal Statement identifies 100% of outstanding sales as insurance-funded contracts. The Licensee's current (liquidity) ratio (current assets/current liabilities) is 1.77.

In a letter dated June 10, 2008 Mr. Kenneth Peele Jr., President, states that he agrees to subordinate a note receivable from the funeral home for \$5,561 to help fulfill the net worth requirement. He has also submitted a September, 2006 Duval County Property Appraiser's market valuation for a property at another location to be held as collateral to fulfill the funeral home net worth. The assessed market value of the property is \$54,234. Mr. Peele holds ownership of this property personally. The licensee was approved for the 2007 license renewal under the same conditions.

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

- *CEP Investment, Inc. d/b/a Prevatt Funeral Home (Hudson)*

The above licensee is recommended for Board consideration based on the following:

Total Preneed Contracts:     \$ 2,054,217  
Required Net Worth:         \$ 100,000  
Reported Net Worth:         \$ 16,197

The statement indicates \$1,603,360 of the outstanding preneed sale are insurance-funded and \$450,857 trust funded. Principle balance in the preneed trust fund is \$433,368.

The Licensee submitted the Pasco County Property Tax Collector January 1, 2007 assessment on the market value of land and building at \$530,989. The Board approved the renewal for June 2007 upon the condition that all trust-funded contracts written during the license period shall continue to be trusted at 100%. The Licensee was allowed to continue to sell insurance-funded preneed contracts. The licensee is requesting approval under the same conditions.

Mr. Helm questioned Mr. Prevatt's net worth for last year.

Mr. Prevatt stated that he did not recall exactly, but it was below where it is now in the negative range.

Mr. Helm recalled that it was around (\$19,000).

Mr. Prevatt agreed.

Mr. Helm stated that the net worth has improved by almost \$20,000.

Mr. Prevatt stated that he trusts 100%. The establishment was audited within the last 60 days and everything was satisfied, including timely deposits.

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

- *Family Owned Service Company, Inc. d/b/a Brewer & Sons Funeral Homes and Cremation Services (Brooksville)*

The above Licensee is recommended for Board consideration based on the following:

Does not meet the Financial Requirements set forth in Rule 69K-5.016 F.A.C. As of March 31, 2008:

Total Preneed Contracts:	\$ 7,761,318
Required Net Worth:	\$ 100,000
Reported Net Worth:	\$ 79,438

The December 31, 2007 Renewal Statement identifies \$5,065,350 of the outstanding contracts as insurance funded and \$2,695,968 as trust funded. Trust principal is \$1,686,328 and trust interest is \$349,901. The Licensee's current (liquidity) ratio (current assets/current liabilities) is .87.

The licensee's original December 31, 2007 financial statements reflected a net worth of (\$59,819). In response to a Department notice of deficiency, the licensee submitted updated financials as of March 31, 2008, which reflected a positive \$79,438 net worth, but still under the required amount. In addition, the licensee has submitted property appraisals for other licensee-owned funeral homes for use as additional evidence in assessment of the licensee's net worth.

The Department notes that the Balance Sheet includes \$2,698,941 for Goodwill and Intangible Assets, and \$299,760 Due from Stockholder. In addition, the Balance Sheet pre-need trust assets and liabilities do not conform to the figures reported on the Renewal Statement. Balance Sheet Pre-need trust accounts reflect a \$347,915 asset and a Deferred Revenue liability of \$265,969. The Renewal Statement reflects \$1,686,328 trust fund principal and an outstanding trust-funded contract balance of \$2,695,968.

The Chair stated that the financial statements do not reflect the trust. Neither the asset nor the liability of the trust is listed.

Mr. Barry Brewer stated that the CPA is working with Mr. Gellepis on that issue.

The Chair stated that the preneed is being carried as a current liability. It appears the CPA is not aware that all the preneed is not delivered within a year. This needs to be classified properly on the statement.

Mr. Brandenburg questioned whether this item could be deferred until the issues are resolved.

The Chair questioned when the updated financials would be available.

Mr. Brewer stated that the CPA and Mr. Gellepis are discussing exactly how to present the financials as this is the way they have been presented for the last eight years. This manner has never been questioned, but the net worth requirements have never been missed either.

The Chair questioned whether the trust and deferred revenue have been omitted for the past eight years.

Mr. Brewer stated that the financials have been presented the exact same way every year and it has only come up for question this year. The establishment has been audited by the Department and came out with flying colors and also got into place with the State after purchasing Kurfiss Funeral Home from Prime Succession and personally guaranteed all trust agreements that may not have been funded.

Mr. Brandenburg questioned whether this issue would affect the liability ratio.

The Chair questioned whether the preneed trust accounts have been carried as a current asset every year.

Mr. Brewer answered yes.

The Chair stated that the liability and the revenue amount is such a significant portion of the financials and need to be reflected properly on the financials to be in accordance with GAAP.

Mr. Brandenburg questioned the number of branch locations.

Mr. Brewer answered that there are 7 locations total; 6 of them being branches.

The Chair questioned whether the debt is to a financial institution.

Mr. Brewer answered yes.

**MOTION:** Mr. Brandenburg moved to defer the application to the next meeting pending receipt of updated financials. Mr. Jones seconded the motion, which passed unanimously.

- *Jacobs Funeral Services, LLC (Boca Raton)*

The above Certificateholder is recommended for Board consideration based on the following:

Does not meet the Financial Requirements set forth in Rule 69K-5.016 F.A.C.

Total Preneed Contracts:	\$ 445,836
Required Net Worth:	\$ 60,000
Reported Net Worth:	\$ 40,100

The December 31, 2007 Renewal Statement identifies all outstanding contracts as trust funded. Trust principal is \$272,038 and trust interest is \$13,117.

In response to a letter of deficiency, the licensee submitted a Guarantee Agreement by which Garrett Jacobs, Owner, guarantees to personally fulfill if necessary, any preneed deficits that may occur. Board consideration is requested in accordance with Rule 69K-5.016(5)(g), F.A.C., which allows a guarantee agreement from principal owners as a condition of receiving and retaining a preneed license.

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

- *Lanier Funeral Home, Inc. (Lakeland)*

The above licensee is recommended for Board consideration based on the following:

Does not meet the Financial Requirements set forth in Rule 69K-5.0016 F.A.C.

Total Preneed Contracts:	\$ 1,130,691
Required Net Worth:	\$ 100,000

Reported Net Worth: \$ 12,709

The December 31, 2007 Renewal Statement identifies \$693,571 of the outstanding contracts as insurance funded and \$437,120 as trust funded. Trust principal is \$321,603 and trust interest is \$49,256. The Licensee's current (liquidity) ratio (current assets/current liabilities) is 1.46.

In response to a notice of deficiencies, the licensee submitted a letter dated June 5<sup>th</sup> requesting consideration based upon the fair market value of the real estate and property. A Polk County Property Tax document for 2007 estimates the market value of the property for 2006 as \$896,996. The value of property and equipment on the balance sheet (less depreciation) is \$287,791. Board consideration is requested in accordance with Rule 69K-5.016(5)(c), F.A.C., which allows appraisal of the entity's property as a condition of receiving and retaining a preneed license.

Mr. Williams stated that this is the situation issue that was discussed earlier where the firm went and got the tax value of the property, which was purchased many years ago. One of the things that are allowed is to go ahead and get the appraised value. The tax value is more conservative and has been submitted to the Board. The Board has used it for the past couple of years to approve this firm. The net worth has been increasing the past 3 years.

The Chairman requested that a personal guarantee be submitted.

**MOTION:** Mr. Jones moved to approve the application pending receipt of a personal guarantee. Ms. Hubbell seconded the motion, which passed unanimously.

- *Machriste, Inc. (Panama City)*

The above Certificateholder is recommended for Board consideration based on the following:

Does not meet the Financial Requirements set forth in Rule 69K-5.016 F.A.C.

Total Preneed Contracts:	\$ 3,792,513
Required Net Worth:	\$ 100,000
Reported Net Worth:	\$ 85,139

The December 31, 2007 Renewal Statement identifies \$2,988,500 of the outstanding contracts as insurance funded and \$804,013 as trust funded. Trust principal is \$543,154 and trust interest is \$83,757. The Licensee's current (liquidity) ratio (current assets/current liabilities) is .60.

The Board approved renewal for the 2007 license period upon the condition that the Licensee submit quarterly financial statements, that all trust-funded contracts written during the period be trusted at 100%, as well as pledge of equity in property owned in Panama City to guarantee preneed commitments. An appraisal report as of January 8, 2002 was attached. In a letter dated March 7, 2007 the Licensee requests the renewal is approved with the same stipulations as the 2007 renewal.

Mr. Helm questioned whether the quarterly financials were received.

Mr. Gellepis answered yes.

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

- *Stephen R. Baldauff Family Funeral Home & Crematory, Inc. (Deltona)*

The above license renewal is recommended for Board consideration based on the following:

Does not meet minimum net worth requirements of Rule 69K-5.0016 (3) F.A.C.

Total Preneed Contracts:	\$ 2,119,349
Required Net Worth:	\$ 100,000
Reported Net Worth:	\$ (226,773)

The renewal statement identifies \$2,000,538 of outstanding preneed sales as insurance-funded and \$118,811 trust funded. Trust principal balance is \$100,251. The Licensee's current (liquidity) ratio (current assets/current liabilities) is 1.0.

On June 9, 2008 the Department received a letter from Mr. Kevin Hazlip, Accountant, explaining the Licensee's financial position and requesting approval conditioned upon continued 100% trusting or sales of insurance-funded contracts only. The licensee was approved for the 2007 license renewal under the same conditions.

Mr. Hazlip stated that Mr. Johnson acquired the business back in 2001, which is when the treasury stock was booked. Mr. Johnson additionally purchased the real property personally from the former owner instead of having it inside of the corporation. In 2004, a complete analysis was done on the business, which valued the goodwill of the business at over \$1 million at the time and the real property was valued at over \$1 million at the time. Collectively, those 2 items brought in over \$800,000 of additional net worth that was unrecognized because this is a corporation that was purchased as a stock transaction. Therefore there are undervalued assets not reported. The real property is on the outside and is with the former owner. The debt on that is approximately \$.5 million right now on over \$1 million building. Since acquiring the business, Mr. Johnson has increased the net worth by \$449,000. The tax year ends in September. At that time, a complete evaluation will be done on the business, which would then value the goodwill. An accurate real estate appraisal will be done at the same time.

The Chair questioned the personal guarantee.

Mr. Hazlip stated that Mr. Johnson had a guarantee on the real property and a personal guarantee, both in 2004, and would be glad to update those if need be.

The Chair requested that the personal guarantee be updated.

Mr. Brandenburg questioned whether the licensee continues to trust 100%.

Mr. Hazlip answered that the licensee trusts 100% and primarily sells insurance.

**MOTION:** Ms. Huggins moved to approve the application pending receipt of an updated personal guarantee. Mr. Helm seconded the motion, which passed unanimously.

\*\*\*ITEM HELD IN ABEYANCE\*\*\*

**VIII. Application(s) for Preneed License**

**A. Recommended for Approval**

**5. Rollings Oaks Cemetery, Inc. (Port St Lucie)**

Mr. Weinstein stated that he spoke with the owners and was advised that with the pending sale that was taking place by SCI, which was approved by the Board, the license lapsed and the purchase fell through in February. At that time, the applicant reinstated in trying to get a license. Minimum preneed sales were made in an effort to keep the company solvent. The applicant did do some preneed sales and little to no advertising, just to remain solvent. All monies have been trusted in accordance with Florida Statutes.

The Chair questioned the license expiring in July 2007 and the closing that was supposed to occur in February 2008.

Mr. Weinstein stated that SCI was approved by the Board to purchase Rolling Oaks, but the sale was prolonged and never came about. When that occurred, the applicant applied for the license.

Mr. Shropshire questioned whether Mr. Weinstein was able to put a dollar figure to the minimal amount of preneed sold.

Mr. Weinstein stated that he would have to request that information from the applicant.

Mr. Shropshire questioned whether the monies were 100% trusted.

Mr. Weinstein answered no.

The Chair questioned whether the sale was being negotiated when the license expired on July 1<sup>st</sup>.

Mr. Weinstein stated that he was unsure when SCI came to the Board for the approval to purchase, but all negotiations ended in February. The owners expected to close, which is their reason for letting their license lapse.

The Chair stated that although negotiations ceased in February 2008, the applicant never stopped selling from September 2007 to the present.

Mr. Weinstein concurred.

Mr. Helm requested that the Department look into this matter prior to the Board making a decision.

The Chair questioned when the Department was advised that the sale fell through.

Mr. Weinstein stated that it was around February when the license was applied for.

Ms. Loucks stated that someone who represents the applicant would have to waive the 90 days as it appears the item would deem prior to the next meeting.

The Chair stated that the applicant has not had a license since July 2007.

Ms. Loucks stated that the application was not complete until May 22<sup>nd</sup>, so the 90 days would not be an issue.

**MOTION:** Mr. Jones moved to defer the application to the next meeting. Ms. Thomas-Dewitt seconded the motion, which passed unanimously.

The Chair advised that the applicant should not be selling any preneed.

Mr. Weinstein stated he would advise the applicant of this.

*D. Expirations – See Addendum F\**

The Chair presented the application(s):

Archie Tanner Funeral Home	Starke
Belleview Funeral Home	Belleview
Funeral Depot, Inc.	Davie
Hiers Memorial Chapel, Inc.	Ocala
Long Funeral Services, Inc.	Debary
Osiris Holding of Florida, Inc.	Miami
Purcell Funeral Home, Inc.	Bushnell
Resthaven Gardens, Inc.	Pensacola
Thompson Jerry Alvis	New Port Richey
Yates Funeral Home, Inc.	Fort Pierce

The Chair questioned whether there was anyone present representing any of the above referenced entities.

There appeared to be no one present for either of the applicants as there was a negative response.

**XI. Application(s) for Florida Laws and Rules Examination**

*A. Recommended for Approval - Addendum G*

- 1. Funeral Director and Embalmer - by Internship*
  - a. Berrios, Shandel E*
  - b. Dillon, Jessica C*
  - c. Finocchiaro, Joseph R*
  - d. Lusco, Eugene*
  - e. Monroe, Thomas R*
  - f. Rodriguez, Billie Jo*
- 2. Funeral Director and Embalmer- by Endorsement*
  - a. Rivera, Miguel A*
- 3. Direct Disposer*
  - a. Hall, Dana M*
  - b. Harrison, William H*

**MOTION:** Ms. Hubbell moved to approve the application(s). Mr. Jones seconded the motion, which passed unanimously.

**XII. Application(s) for Internship**

*A. Recommended for Approval – See Addendum H*

- 1. Funeral Director and Embalmer*
  - a. Fuller, Juliana*



- b. *Haisley, Beatrice Q*
  - c. *Hancock, Melissa M*
  - d. *Kelly, Kathleen J*
  - e. *Thornton, Walter V*
  - f. *Walker, Tavaris L*
2. *Funeral Director*
- a. *O'Mara, Annie*

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

- B. Recommended for Consideration**
- 1. *Funeral Director and Embalmer*
    - a. *King, Rickie V*

The application was received on May 15, 2008. The application was complete and a deficiency letter was not sent to the applicant. The applicant answered "Yes" to Section 7, in Criminal History Questions.- "Have you, the applicant herein, ever plead guilty, been convicted, or entered a plea in the nature of no contest, regardless of whether adjudication was entered or withheld by the court in which the case was prosecuted, in the courts of Florida or another state or the United States or a foreign country, regarding any crime indicated below."

Date: 9/25/1993  
 Location: Jacksonville  
 Case #: 275718  
 Offense: Cocaine-Purchase Crack  
 Pled: Guilty  
 Sentence: Confinement 1 year and 6 months (suspended); Probation 1 year and 6 months; Court Costs \$353  
 Disposition: Adjudication Withheld

Date: 10/12/1996  
 Location: Jacksonville  
 Case #: JSO275718  
 Offense: Robbery  
 Pled: Guilty  
 Sentence: Confinement 9 months; Credited time 90 days; Court Costs \$253  
 Disposition: Guilty/Convicted

Mr. King was initially placed before the Board for an Embalmer Apprentice License on February 7, 2007. His application was initially denied because of the criminal history disclosure; however Mr. King requested an informal hearing once he received the Notice of Intent to Deny. An informal hearing was held on June 27, 2007 and his licensure was granted by the Board.

Mr. Brandenburg questioned whether there had been any arrests within the last year.

Mr. Rickie King answered no.

The Chair questioned whether there have been any legal problems since the 1996 offense.

Mr. King answered no.

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

*b. Roman, Anastasia D*

The application was received on May 2, 2008. The application was complete and a deficiency letter was not sent to the applicant. The applicant answered "Yes" to Section 7, in Criminal History Questions.- "Have you, the applicant herein, ever plead guilty, been convicted, or entered a plea in the nature of no contest, regardless of whether adjudication was entered or withheld by the court in which the case was prosecuted, in the courts of Florida or another state or the United States or a foreign country, regarding any crime indicated below."

Date: 06/06/2005  
Location: Hernando County  
Case #: 2005CJ346  
Offense: Criminal Mischief  
Pled: Guilty  
Sentence:  
Disposition: Adjudication Withheld

Mr. Brandenburg questioned whether the offense was a felony or misdemeanor.

Ms. Anastasia Roman stated that it was a misdemeanor. There was a mistake made by the State on the charge. The disposition papers reflect adjudication withheld. It was charged under the wrong crime. Ms. Roman contends that she did everything possible to fix the problem.

Mr. Brandenburg questioned whether Ms. Roman disclosed the offense on her application.

Ms. Roman answered yes.

Mr. Brandenburg questioned the charge of criminal mischief.

Ms. Roman stated that she kicked a car.

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

*c. Taylor, Arial R*

The application was received on April 29, 2008. The application was complete and a deficiency letter was not sent to the applicant. The applicant answered "Yes" to Section 7, in Criminal History Questions.- "Have you, the applicant herein, ever plead guilty, been convicted, or entered a plea in the nature of no contest, regardless of whether adjudication was entered or withheld by the court in which the case was prosecuted, in the courts of Florida or another state or the United States or a foreign country, regarding any crime indicated below."

Mr. Jones questioned the 2005 offense relating to possession of cocaine.

Ms. Ariel Taylor stated that a couple of years ago she had done a few things that she was not proud of. Ms. Taylor stated that she is a convicted felon and has since served her time, 13 months in Florida Department of Corrections, paid restitution and has paid her debt to society.

Mr. Jones questioned whether there have been any problems since then.

Ms. Taylor answered, "No, not even a traffic ticket." Ms. Taylor added that she has been clean for 4 years 8 months.

Mr. Jones questioned whether Ms. Taylor is attending meetings.

Ms. Taylor answered no.

Mr. Brandenburg questioned what Ms. Taylor has been doing since graduating Mortuary College in February 1998.

Ms. Taylor stated that she began a family since then. Ms. Taylor tried to get an internship for 5 years and was hired by 3 funeral homes that were not accredited educational training centers. Ms. Taylor is currently working at Watts Funeral Home for free, for one year.

Mr. Brandenburg questioned whether Ms. Taylor's rights were restored.

Ms. Taylor stated that due to a technicality, they did not have her forwarding address and to the backlog of convicted felons getting their rights restored, Ms. Taylor was advised not to expect her paper for at least 2 months.

Mr. Helm questioned the name of the funeral home where Ms. Taylor is employed.

Ms. Taylor responded that she has been working at Watts Funeral Home since April 16th and would request that this be the effective date.

Mr. Brandenburg questioned whether the funeral home is an approved training agency.

Ms. Taylor answered yes. Ms. Taylor presented a signed statement from the funeral director indicating that she has worked the required hours and have been up to State code along with the cases worked.

Mr. Baxley questioned the illegal use of credit card.

Ms. Taylor stated that her father allowed her to use his credit card, but after she was convicted of the charges, the State Attorney picked up and bumped it to a misdemeanor of unlawful use, even though her father stated that he did not want to press charges. Ms. Taylor stated that the charges look worse than what they are. Ms. Taylor added that she pawned something that was not hers and was charged the maximum amount, not the amount of what was actually taken.

Mr. Brandenburg questioned whether the possession of cocaine charge was for personal use.

Ms. Taylor answered that the cocaine was found in the house and had nothing to do with her.

Ms. Thomas-Dewitt questioned Ms. Taylor's duties at the funeral home.

Ms. Taylor responded that she does everything and is the GOPHER, the same as any intern.

Ms. Thomas-Dewitt questioned whether Ms. Taylor assisted with embalmings.

Ms. Taylor answered yes.

Mr. Baxley questioned whether Ms. Taylor currently has an embalmers apprenticeship or anything like that.

Ms Taylor answered no, as this is what she is applying for. Years ago, when she tried to apply, none of the funeral homes that hired her had a training facility.

Mr. Baxley questioned whether Ms. Taylor is currently embalming at Watts Funeral Home outside of an apprenticeship or internship.

Ms. Taylor stated that she is serving an internship, which she applied for and was hired for.

Mr. Baxley stated that the internship has not been approved.

Ms. Taylor stated that she is always working under the supervision of a funeral director.

Ms. Thomas-Dewitt stated that the application submitted was for a concurrent internship, so until approved no type of internship should have commenced.

Mr. Shropshire stated concerning the possession of cocaine charge, the record indicated that the date was 12/14/05. Mr. Shropshire questioned whether that was the date of the adjudication.

Ms. Taylor answered yes.

Mr. Shropshire questioned the date of the actual arrest.

Ms. Taylor stated it was close to six months prior.

Mr. Shropshire questioned whether the 13 month imprisonment followed as a result of that.

Ms. Taylor stated that believe so.

Mr. Shropshire questioned whether the year of the imprisonment was 2006.

Ms. Taylor stated she would have to check her paperwork.

The Chair questioned whether Ms. Taylor remembers when she was released.

Ms. Taylor stated she would have to refer to her paperwork.

Mr. Shropshire questioned whether Ms. Taylor was on 12 months of probation.

Ms. Taylor stated yes and she violated the probation and was sent to prison.

Ms. Shropshire questioned whether Ms. Taylor received any drug screenings during the probation and if so, how often.

Ms. Taylor answered yes. Ms. Taylor stated that she violated her first month of probation as she was homeless at that time and still on drugs.

Mr. Shropshire questioned whether Ms. Taylor has been in any drug treatment programs subsequent to being released from prison.

Ms. Taylor answered no, but she took urine tests for jobs.

Mr. Shropshire questioned whether Ms. Taylor was screened by Watts Funeral Home.

Ms. Taylor responded no.

Mr. Brandenburg expressed his concern over Ms. Taylor conducting embalmings at Watts.

Ms. Taylor stated that right after she graduated and applied for an internship, it was okay to work under the supervision of a funeral director. Ms. Taylor stated that she is the first intern the funeral home has had.

**MOTION:** Mr. Brandenburg moved to deny the application based upon already engaging in embalming activities without being a registered intern. Ms. Thomas-Dewitt seconded the motion which passed with 2 dissenting votes.

**DISCUSSION:** Ms. Zippay stated that it appears that the party that is guilty of anything would be the funeral home who should have known that Ms. Taylor should not be assisting until being approved for the concurrent internship. The Board is going after the person who is most innocent here and the company that she is working for allowed this.

Ms. Thomas-Dewitt stated that Chapter 497 defines activity that should not be engaged upon. Therefore it would be the establishment's responsibility as well. Having been a graduate of mortuary science, Ms. Taylor should have been aware of this.

Ms. Taylor questioned whether she would be denied again if she reapplied.

Ms. Thomas-Dewitt responded that she did not know.

The Chair questioned whether Ms. Taylor was ever an intern.

Ms. Taylor answered yes, but she lost it as she did not finish it.

The Chair questioned whether Ms. Taylor applied to be an intern the first time.

Ms. Taylor stated that she applied to be a funeral director and embalmer eight years ago and was working for Watts Funeral Home.

The Chair questioned how long Ms. Taylor has been at Watts this time.

Ms. Taylor responded that she has been there since April 16th.

The Chair questioned when the application was completed and submitted.

Ms. Taylor responded that it was submitted on April 21st.

The Chair questioned whether Mr. Watts advised Ms. Taylor that she was not to embalm until she was approved.

Ms. Taylor answered no.

The Chair advised that Ms. Taylor should have known this.

Ms. Taylor stated that she did not know this and does not believe that Mr. Watts knew either.

The Chair advised that Mr. Watts should have known as he is an approved training facility.

Mr. Kevin Davis stated that it is a normal practice to get hired and then apply for the internship. This is not an isolated case in Florida.

Ms. Wendy Weiner stated that her recollection about practice under the old Board was when you sent your application in the internship begins. Since Ms. Taylor's testimony is that Watts has not had an intern for quite some time, perhaps they were simply unaware and it appears that Ms. Taylor is being penalized unnecessarily.

Ms. Thomas-Dewitt stated that the Board sympathizes with Ms. Taylor, but are bound by Statute as a regulatory Board.

The Chair questioned the number of bodies Ms. Taylor assisted in embalming since April.

Ms. Taylor stated that the funeral home does about 400 cases a year which does not include embalmings and cremations.

**2<sup>nd</sup> MOTION:** Ms. Zippay moved to reconsider the previous motion. Ms. Huggins seconded the motion, which passed with 4 dissenting votes.

**DISCUSSION:** Ms. Zippay stated that those who voted to deny her are doing it according to the statute, but it appears that what she has done is more prevalent than not. Ms. Taylor told us more than a lot of people would have.

Ms. Weiner stated that the Rule that was in effect under the 470 Board and now remains in effect under this Board does not seem to actually require prior approval of the Board.

Mr. Rudolph stated that the statute does not require Board approval for an internship.

The Chair stated once this issue has been resolved, the Department would submit a letter to all licensed training facilities advising of the outcome.

**3rd MOTION:** Ms. Huggins moved to approve the application. Ms. Zippay seconded the motion, which passed with 4 dissenting votes.

**XIII Application(s) for Embalmer Apprentice**

**A. Recommended for Approval – See Addendum I**

1. *Green, Taimiko M*
2. *Harrison, William H*
3. *Ramos, Rui M*

**MOTION:** Mr. Jones moved to approve the application(s). Ms. Hubbell seconded the motion, which passed unanimously.

**B. Recommended for Consideration**

1. *Hanks, Scott J*

The application was received on March 21, 2008. The application was incomplete and a deficiency letter was sent to the applicant. All deficient items were returned on April 22, 2008. The applicant answered “Yes” to Section 7, in Criminal History Questions.-“Have you, the applicant herein, ever plead guilty, been convicted, or entered a plea in the nature of no contest, regardless of whether adjudication was entered or withheld by the court in which the case was prosecuted, in the courts of Florida or another state or the United States or a foreign country, regarding any crime indicated below.”

Date: 5/17/2005  
Location: Highlands County  
Case #: 05-000358-TT-MA  
Offense: DUI  
Pled: No Contest  
Sentence: Probation for one year; Substance Treatment; Fine & Cost \$603.75  
Disposition: Guilty

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

**XIV. Application(s) for Continuing Education Course Approval**

**A. Recommended for Approval – See Addendum J**

1. *Funeral Review.Com, LLC. #122*
2. *Matthews International. #6802*
3. *MKJ Marketing #75*
4. *Pinellas County Funeral Home Association #58*
5. *Practicum Strategies #65*

**MOTION:** Ms. Thomas-Dewitt moved to approve the application(s). Ms. Hubbell seconded the motion, which passed unanimously.

**XV. Application(s) for Registered Training Facility**

**A. Recommended for Approval – See Addendum K**

1. *Joe Morris & Son Funeral Home Inc (Pensacola)*
2. *Northstar Funeral Services of Florida LLC d/b/a Fort Myers Memorial Gardens Funeral Home (Fort Myers)*

3. *Yates Funeral Home & Crematory (Fort Pierce)*

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

**XVI. Consumer Protection Trust Fund Claims**

*A. Recommended for Approval - See Addendum L*

**MOTION:** Mr. Helm moved to approve the claims. Ms. Huggins seconded the motion, which passed unanimously.

*B. Recommended for Consideration*

*1. Brinson Funeral Home (Beneficiary: Elsie Farmer)*

The following Consumer Protection Trust Fund Proof of Claim and Disbursement Request are being presented to the Board for consideration.

Purchaser:	Farmer, Elsie
Beneficiary:	Farmer, Elsie
Claimant:	Elsie Farmer
Contract Amount:	\$5,000.00
Amount Paid on Contract:	\$5,000.00
Amount Disbursed:	\$ 0.00
Amount Requested:	\$5,000.00
Amount Recommended by Staff:	\$5,000.00

On April 7, 1999, Elsie Farmer purchased a preneed contract from Brinson Funeral Home in the amount of \$5,000.00. Ms. Farmer was not provided a written preneed contract. Ms. Farmer's contract was paid in full prior to Brinson Funeral Home going out of business. Ms. Farmer has not passed away. Ms. Farmer is now seeking restitution from the Pre-need Funeral Consumer Protection Trust Fund for the amount paid on her preneed contract. All necessary documents have been enclosed for your review.

Aldon Asher, Financial Examiner/Analyst I, performed an investigation and determined the following:

- Brinson Funeral Home/Brinson Albert C III closed March 31, 2002.
- Brinson Funeral Home/Brinson Albert C III held a Certificate of Authority license from September 19, 1995 until March 28, 2002.
- The firm did not forward all monies received for insurance funded preneed contract to the insurance company.
- The firm did not trust moneys for their trusted preneed contracts.
- Albert C. Brinson III was the owner of Brinson Funeral Home/Brinson Albert C III
- The amount of outstanding contracts written is unknown and no assets are available to refund these contracts.
- Mr. Albert C. Brinson III was employed with Forethought Life Insurance Company until January 30, 2001.
- Forethought Life Insurance Company had no record of a policy for Ms. Farmer.
- Estate Assurance Company had no record of a policy for Ms. Farmer.
- Mr. Albert C. Brinson III was the only licensed insurance agent with Brinson Funeral Home.
- Mr. Brinson failed to write a preneed contract for Ms. Farmer arrangements.



- Mr. Brinson and staff received eight payments between April 29, 1999 and February 15, 2000 totaling \$5,000.00.

**MOTION:** Mr. Brandenburg moved to approve the request. Mr. Jones seconded the motion, which passed unanimously.

**2. *Brinson Funeral Home (Beneficiary: Ruthie Bradshaw)***

The following Consumer Protection Trust Fund Proof of Claim and Disbursement Request are being presented to the Board for consideration.

Purchaser:	Bradshaw, Ruthie
Beneficiary:	Bradshaw, Ruthie
Claimant:	Ruthie Bradshaw
Contract Amount:	\$5,455.50
Amount Paid on Contract:	\$1,865.50
Amount Disbursed:	\$ 0.00
Amount Requested:	\$1,865.50
Amount Recommended by Staff:	\$1,865.50

On or about June 4, 1996, Ruthie Bradshaw purchased a preneed contract from Brinson Funeral Home in the amount of \$1,865.50. Ms. Bradshaw was not provided a copy of the preneed contract she signed. Ms. Bradshaw's contract was not paid in full prior to Brinson Funeral Home going out of business. Ms. Bradshaw has not passed away. Ms. Bradshaw is now seeking restitution from the Pre-need Funeral Consumer Protection Trust Fund for the amount paid on her preneed contract. All necessary documents have been enclosed for your review.

Aldon Asher, Financial Examiner/Analyst I, performed an investigation and determined the following:

- Brinson Funeral Home/Brinson Albert C III closed March 31, 2002.
- Brinson Funeral Home/Brinson Albert C III held a Certificate of Authority license from September 19, 1995 until March 28, 2002.
- The firm did not forward all monies received for insurance funded preneed contract to the insurance company.
- The firm did not trust moneys for their trusted preneed contracts.
- Albert C. Brinson III was the owner of Brinson Funeral Home/Brinson Albert C III
- The amount of outstanding contracts written is unknown and no assets are available to refund these contracts.
- Mr. Albert C. Brinson III was employed with Forethought Life Insurance Company until January 30, 2001.
- Forethought Life Insurance Company had no record of a policy for Ms. Bradshaw.
- Estate Assurance Company had no record of a policy for Ms. Bradshaw.
- Mr. Albert C. Brinson III was the only licensed insurance agent with Brinson Funeral Home.
- Mr. Brinson and staff received twenty payments between June 4, 1996 and April 6, 2000 totaling \$1,865.50.

**MOTION:** Mr. Brandenburg moved to approve the request. Ms. Hubbell seconded the motion, which passed unanimously.

**DISCUSSION:** Mr. Rudolph stated that in the past, the Board has not allowed or granted a Consumer Protection Trust Fund claim until the person who entered into the contract died and they needed it to be performed. Mr. Rudolph questioned whether a standard is being set now that as long as the company is out of business, the Department will approve Consumer Protection Trust Fund claims for people who are still alive and grant them all the money they paid back.

The Chair stated the woman she paid \$5000 for a casket and funeral service and if she waits and goes to another funeral home, the burden would be placed on that funeral home to deliver the casket and service for \$5000.

Mr. Rudolph stated that the distinction in this case is that she did not have a preneed contract that would determine what was paid for with the \$5000 to be performed by another funeral home when she dies.

The Chair concurred.

Mr. Helm questioned whether the funds could be transferred to another funeral home.

Mr. Rudolph stated if there are funds in a trust fund relating to a contract, those funds could possibly be transferred to another trust fund if that company has gone out of business. It has always been the policy of the Board that if you had a company go out of business, a Consumer Protection Trust Fund claim would only be paid when the beneficiary died and the services needed to be performed.

Mr. Shropshire stated that he asked Christine Lynn that very point and she stated in the past, the Board would not pay the claim but they would authorize her to send the beneficiary a letter stating the Board will honor the claim once the beneficiary dies so that she knows whether she needs to purchase another preneed contract.

Mr. Rudolph agreed.

3. *Gulf Breeze Cremation and Burial Society (Beneficiary: Eunice Grimm)*
4. *Gulf Breeze Cremation and Burial Society (Beneficiary: Ronald Burns)*
5. *Gulf Breeze Cremation and Burial Society (Beneficiary: Rosa Aguilar)*
6. *Gulf Breeze Cremation and Burial Society (Beneficiary: Samuel Warden)*

Mr. Shropshire stated that the items had been withdrawn from the agenda. Certain matters have arisen that indicate further investigation is needed.

**XVII. Application(s) for Monument Establishment Retailer**

**A. Recommended for Consideration**

1. *Metropolitan Memorial Monuments (Lake Alfred)*

After consultation with legal staff of the Department of Financial Services, this item was pulled due to an investigation currently underway concerning the background of the applicant. The application will be submitted to the Board when the investigation is completed.

**XVIII. Contract(s) or Other Related Form(s)**

**A. Monument Retail Sales Agreements**

1. *Annette's Burial Vault & Monument Service, Inc (Tampa)*

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:

- Please include a separate section for the name, address and telephone number of the Interment Right owner
- Please include the lot, block or section number of grave (if to be delivered to a cemetery) or memorial location
- Please remove the phrase 'Expected date of completion (within 120 days)' and disclose the latest date (month, day and year) that the memorial or monument will be installed and that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract
- Please add a signature line for the monument sales agent

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

## 2. *GLMCO, Inc Memorials & Mausoleums (Defuniak Springs)*

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:

- Include a separate section for the name, address and telephone number of the interment right owner
- Please include a separate section for the lot, block or section number of grave (if to be delivered to a cemetery) or memorial location
- Please disclose the latest date the memorial or monument will be installed and that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract.
- Please disclose whether a transportation fee will be charged and the amount of the fee as well as any other charges or fees, which shall be itemized and detailed.

Mr. Helm stated this is a pretty weak contract.

The Chair questioned whether the contract would still be weak after the 4 revisions have been completed.

Mr. Helm stated that the contract is not as clear as it should be.

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

**DISCUSSION:** The Chair questioned whether the Department could come up with a standard contract for monuments.

Mr. Brandenburg suggested a checklist.

Mr. Gellepis stated that the Department utilizes a checklist but does not describe how contracts are drawn up. The formatting has been left up to the establishments.

Mr. Don Ray stated that he would love for the Division to develop a standardized retail sales agreement contract so that the consumer is clearly informed and protected in terms of full disclosure and to show some uniformity among those contracts.

Ms. Huggins questioned why the Monument Association has not developed a standardized contract.

Mr. Ray stated that the adoption of the rules and the first set of retail sales agreements considered by the Board this time last year was the result of the work done by Mr. Ray to develop eight sample retail sales agreements, which were distributed to attendees of the 2006 Convention. Each of the eight sample agreements embodied every component of the rule that has been adopted. Since then, there has been a huge digression of the quality of the contracts that have come before the Board. When the language was adopted, Legislators wanted to see full disclosure to the consumer. The variety of contracts being submitted now would leave a lot to be desired. Mr. Ray stated that he would love to work with Mr. Shropshire to perhaps come up with a standardized format.

Mr. Shropshire stated this was discussed with Mr. Ray several weeks ago. It appeared that the form contracts developed were a benefit of being a member of the association, but if Mr. Ray is willing to allow the Division to use the contracts and convert them into illustrative nonbinding suggestive contract forms, this would be appreciated. Mr. Shropshire questioned whether these forms could be used.

Mr. Ray answered yes. Many of the attendees of the 2006 convention were nonmembers of the Association and were given copies of the eight sample contracts.

Mr. Keenan Knopke questioned whether the applicant has a preneed license since they are just applying for a contract. Halfway down the page the contract has "Pre-Need Vaults."

The Chair questioned whether they would need a preneed license if they are installed once they are sold. Most monument dealers install the vaults in advance, they consider that preneed.

Mr. Helm stated that the contract has preneed and that would not be correct.

Mr. Helm expressed his disappointment over the contracts presented to the Board. The Department is being very lenient. The companies have ample time to submit the information and correct the contracts.

Mr. Gellepis stated that effective immediately, Staff has been instructed to issue a deficiency letter and obtain a response prior to these contracts being placed on the agenda.

**2<sup>nd</sup> MOTION:** Mr. Brandenburg moved to reconsider the previous motion. Ms. Huggins seconded the motion, which passed unanimously.

**3<sup>rd</sup> MOTION:** Mr. Brandenburg moved to deny the agreement based on its incompleteness. Ms. Huggins seconded the motion, which passed unanimously.

### 3. *Lonnie Ray White, Jr d/b/a Gulf Discount Monuments (Wewahitchka)*

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 pre-numbered
- Include a separate section for the name, address and telephone number of the interment right owner
- Please add a section for the name and address of the cemetery or memorial for delivery and installation
- Please include the lot, block or section number of grave (if to be delivered to a cemetery) or memorial location
- Please disclose the latest date the memorial or monument will be installed and that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract.
- Please disclose whether a transportation fee will be charged and the amount of the fee as well as any other charges or fees, which shall be itemized and detailed.

**MOTION:** Mr. Brandenburg moved to deny the agreement based on its incompleteness. Ms. Huggins seconded the motion, which passed unanimously.

### 4. *Mosley Monuments, Vaults & Caskets Inc (Defuniak Springs)*

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 pre-numbered
- Include a separate section for the name, address and telephone number of the interment right owner
- Please add a section for the name and address of the cemetery or memorial for delivery and installation
- Please include the lot, block or section number of grave (if to be delivered to a cemetery) or memorial location
- Please disclose the latest date the memorial or monument will be installed and that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract.

**MOTION:** Ms. Huggins moved to deny the agreement based on its incompleteness. Ms. Zippay seconded the motion, which passed unanimously.

**DISCUSSION:** Mr. Knopke stated unless the applicant has a preneed license, it is unlikely that they would deliver caskets on a preneed basis. Also, the description of the casket does not meet the requirements of the rule or the statutes.

5. *O T Davis d/b/a O T Davis Monument and Sandblasting Co (Gainesville)*

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:

- Include a separate section for the address and telephone number of the interment right owner

**MOTION:** Ms. Zippay moved to approve the agreements pending Department receipt within 45 days of two print-ready agreements with noted revisions. Ms. Huggins seconded the motion, which passed unanimously.

6. *Riverview Memorial Park d/b/a Treasure Coast Monument (Ft Pierce)*

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:

- Along with a complete description of the monument, marker, or related product to be delivered and installed please include the price(s) for each item(s) or service(s) purchased and any fees that will be charged.
- The agreed date for delivery and installation shall be clearly and prominently specified in each retail sales agreement
- Include a separate section for the name, address and telephone number of the interment right owner
- Please disclose the latest date that that the memorial or monument will be installed and that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract.
- Please add a signature line for the monument establishment sales agent.

**MOTION:** Ms. Huggins moved to deny the agreement based on its incompleteness. Mr. Jones seconded the motion, which passed unanimously.

7. *Rustin Vault & Monument Co (Chipley)*

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:

- Please include a separate section for the name, address and telephone number of the Interment Right owner
- Please disclose that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract

Mr. Helm stated that the installation date needs to be a particular date.

**MOTION:** Mr. Brandenburg moved to deny the agreement based on its incompleteness. Ms. Hubbell seconded the motion, which passed unanimously.

**8. *Smoores Enterprises, Inc. d/b/a Superior Design Monument Company (Orlando)***

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:

- Include a separate section for the name, address and telephone number of the interment right owner
- Please add a section for the telephone number of the purchaser
- Please disclose that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract.
- Please add a signature line for the monument establishment sales agent.

Ms. Zippay stated that the first contract that was approved had four revisions listed and the Board should be consistent as 2 of the items are the same.

**MOTION:** Mr. Brandenburg moved to deny the agreement based on its incompleteness. Mr. Jones seconded the motion, which passed with one dissenting vote.

**9. *South Georgia Monument, LLC (Waycross, GA)***

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:

- Please include a separate section for the name, address and telephone number of the Interment Right owner
- Please disclose the latest date the memorial or monument will be installed and that the memorial or marker meets all of the cemetery's rules and regulations as of the date of the contract
- Please include a statement to disclose that there will be a separate fee charged for future inscriptions or engravings
- Please add a signature line for the monument sales agent

Mr. Helm stated that there is no connection between the two pages.

**MOTION:** Mr. Helm moved to deny the agreement based on its incompleteness. Mr. Jones seconded the motion, which passed with one dissenting vote.

**\*\*\*BREAK\*\*\***

**XIX. Amendment(s) to Cemetery Bylaws**

**A. *Trinity Memorial Cemetery, Inc. D/B/A Trinity Memorial Gardens***

The amendments to the existing bylaws were received by the Department on January 23, 2008. In accordance with Rule 69K-6.003, notice was published March 14, 2008 in the West Pasco Press and in the March 14, 2008 Florida Administrative Weekly. Comments were received and as a result, a hearing was held on May 8, 2008 that included the Division, Department Legal Office, the licensee and representatives from monument establishment industry. As a result of the hearing, on May 23, 2008 the licensee submitted revised proposed amended bylaws.

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

The Department recommends approval of the amended bylaws.

The Chair stated there is some question as to whether there are required rules for delivering and installing markers and monuments.

Mr. Helm stated that rules have not been adopted yet. The Board should not vote on bylaws since the rule is not in effect. This item should be deferred until the rule has been established.

Mr. Chris Bentley stated 497.555 reads "Rules shall be adopted establishing minimum standards for access to all cemeteries by licensed monument establishments for the purpose of delivering and installing markers and monuments. In all cases, cemeteries and monument establishments shall comply with these minimum standards."

Mr. Bentley stated that his background is Chapter 120, the Administrative Procedures Act, as he was Florida's Chief Administrative Law Judge for 10 years and has spent most of his 39 years of practice dealing with rules and rule challenges in the administrative process. At a legal point of view, Section 497.555, F.S. is a grant of authority, in deed a requirement, that the Agency adopt certain rules pursuant to Chapter 120, F.S. that would then be promulgated in the Florida Administrative Code. There have been rules adopted by the Agency that perhaps have not addressed all of these issues yet. It appears this process is on the way although there have been no workshops or formal rulemaking has begun pursuant to Chapter 120.

Section 497.253(2) (a) states "A cemetery company may adopt bylaws establishing minimum standards for burial merchandise or the installation thereof." Section 497.555 does not repeal that Statute. Some of these Rules address that. The fact that the Agency has not yet adopted rules that it has the authority to adopt does not as a matter of law preclude cemeteries from adopting bylaws on subjects that they are entitled to adopt bylaws under the Statutes. The Statute gives every cemetery, including Trinity, the authority to adopt bylaws on the subjects that are addressed here. In deed, each one of these bylaws is not a new bylaw. The subjects of the 3 bylaws, 12D, 12O and 12S, have already been addressed in the existing bylaws. These are simply amendments to that which has already been approved by the Board. They have simply been tweaked to avoid any misunderstanding with the folks that come on the property and to deal with problems that have been occurring.

The Chair questioned the tweaks.

Mr. Bentley stated for example, 12D Vehicles, the new language has been underlined. Each one of these things exists today and addresses these very subjects.



Mr. Jones stated that he understood Chapters 497 and 120, but requested clarification of when the Statute grants authority to develop a bylaw, how the bylaw is used in accordance with the rule.

Ms. Loucks stated that she is a little confused as she was unable to locate the statutes cited. The current rule in existence, 69K-6.0003, requires the amendments to be submitted to the Board and noticed in FAW. Ms. Loucks questioned whether this was the Rule that Mr. Bentley insisted had not been promulgated to review bylaws.

Mr. Bentley answered no.

Ms. Loucks questioned which rule Mr. Helm does not think exists.

Mr. Helm stated that he understood there had not been a rule established as far as access to the cemetery goes.

Ms. Loucks stated that she does not handle the rules for this Board but could recall a discussion regarding access and agreed with Mr. Helm. Mr. Loucks added if there is not a rule in place that talks about it, then it could be include in the bylaws. Basically, the only thing the Board could look at the bylaws for would be to ensure they comply with the existing rules. If there are additional requirements in the bylaws is fine as long as they have the minimum that is required by the established rules.

Mr. Jones questioned who must comply with the bylaws.

The Chair stated at the very worst, if rules are adopted that establish minimum standards and those conflict, they may have to change their bylaws.

Mr. Bentley concurred. The rule would trump the bylaw at that point. The scheme set up by Statute states that Agencies adopt rules under Chapter 120. Each individual cemetery can adopt bylaws essentially outlining how folks conduct their operation within that property. Bylaws are a very common thing. The Board has approved these bylaws.

Mr. Jones questioned whether bylaws are a requirement.

Mr. Bentley answered no. The Statute states that a cemetery company may adopt bylaws, but are not required to. If bylaws are adopted, they must apply to everyone who comes on the property.

Mr. Jones questioned whether there is a fine for violating a bylaw that is supported by statute.

Mr. Bentley answered yes.

Mr. Ray offered clarification on the process that the Board has been going through to adopt a rule under Section 497.555, F.S. Mr. Brandenburg is Chairman of the Rules Committee. There were two public hearings last year and one this year in the process of looking at the existing rule to try and bring it into conformity of the legislative intent of Section 497.555, F.S. That process has still not been completed but Rules Committee has been working diligently to draft a rule that would speak to cemeteries complying with the minimum standards and licensed monument establishments complying with the minimum standards. Today, the Board does not have a rule from which to base any bylaws or any actions to come before you unless you are truly going to ignore the legislative intent of Section 497.555, F.S. Mr. Ray added that it is his belief that was added for the express purpose of establishing minimum standards for

access to all cemeteries in the State of Florida, as to having access and installing monuments. The Association has attempted to work with the Board and Rules Committee to clarify all this. As of this date, there is no rule to govern this Board or the Agency on enforcing anything to do with minimum standards to cemeteries.

The Chair questioned whether Rules Committee has any timeframe on the rule.

Mr. Brandenburg answered no.

Mr. Bentley stated that he does not totally agree with Mr. Ray. Legislature has given the authority to adopt the rules. Until the rules are adopted, there are no rules on that subject. The cemetery has the statutory authority to adopt bylaws on that subject. Apparently, this has been 2.5 years in the making and is going to be some period into the future. During that period of time while the Board decides which rules to adopt, cemeteries are not precluded from adopting bylaws to control/regulate what goes on their cemetery. Mr. Ray's argument would be that nothing could be done, but that is not what the law, the statute or common sense says.

Mr. Bentley stated that he did misspeak in saying that all 3 bylaws were already in existence, as the last one is a new one. The first 2 are existing bylaws on vehicles and ground conditions. The one on foundation preparation and selection is essentially new language, though there was language on that subject in the old bylaws. Should the Board adopt rules on this subject, they trump all the bylaws, and there is no presumption or precedence on what the rule should be.

Mr. Ray stated the practical impact it would have should the Board approve these bylaws today. In Trinity Memorial Gardens a year ago, one of the members of the Association installed a memorial for Senator Victor Crist's mother. The statute alone weighed over 12,500 lbs. Trinity's bylaws state that each outside contractor shall utilize a hand truck or dolly or similar tool for making an installation. Should the Board adopt these bylaws, everyone would be put out of business in that cemetery. The wrong message would be sent. The Association has been working with this Board and the Rules Committee Chairman or 1.5 years to try and get some clarity on this subject. Anybody that has sold a large size memorial, under contract, taken a deposit and that memorial is being inscribed or manufactured that goes into that cemetery, the only way it could be installed by this bylaw is that it would have to be hand-trucked in and set up.

Mr. Bentley disagreed and added that Mr. Ray is not addressing the issue but is addressing the substance of the bylaws. Trinity has experienced people driving on the grass and defacing the cemetery. So they are trying to keep everyone off the grass. The ground conditions portion has been amended to say vehicles are not permitted off the cemetery grounds roadways for installation work unless such work could not be reasonably done without exiting the roadways and upon advance approval by the cemetery. That language meets the very issue raised by Mr. Ray. Neither a hand truck nor dolly obviously would work for a 12,000 lbs. monument. These bylaws are not intended to be nonsensical.

Mr. Ray stated that the part on Foundation, Preparation and Installation clearly states you would have to use a hand-truck, dolly or similar tool.

Mr. Bentley stated if Mr. Ray would feel more comfortable with the language that states unless such work could not be done without exiting the roadway and upon advance approval being moved from 12S to 12O, Trinity would be happy to do.

The Chair suggested that the last paragraph be removed as every monument is too heavy for a hand-truck.

Mr. Bentley stated this could be resolved if the last three lines were removed.

Mr. Ray stated that Rules Committee was charged with adopting certain rules. Therefore, it is inappropriate to come before a Board meeting and start amending and redrafting bylaws. During the past 1.5 years, at no time has Trinity gone to Tallahassee and attended a Rules Committee meeting or offered any discussion. Wet pour foundations have not been any part of the testimony that has gone into the current draft of the rule. Either we play by some established sensible approach as to govern the access to a cemetery or we wait until proposed bylaws come before the Board and get into this process over and over again. Mr. Ray added that he would be happy to work with Mr. Bentley. When it comes to cemetery access and how monument establishment are installed there has to be a Board and Department rule that speaks to minimum standards.

Mr. Baxley questioned whether there was a requirement in the consent order that they modify the bylaws.

Mr. Bentley answered no. Rule 69K-12.001(2) states "Pursuant to 497.305(3), F.S. a cemetery may adopt bylaws setting forth minimum standards for monuments installed in a cemetery which can include the style and size of a monument or its foundation, the content and material in which the monument and/or foundation is to be constructed, the manner in which it is to be installed..." This rule has given cemeteries the authority. The statute gives them authority to do it and there is an existing rule. If this rule is ignored, that would be a violation of the law.

Mr. Kevin Cantrell, owner of Cycadia Monument Company, stated that they are located roughly about 12 miles from Trinity and have done a lot of work there over the past years. A lot of these rules that are in place were already in place and thought of prior to Trinity becoming a memorial park. Cycadia has been in business over 21 years. Mr. Cantrell recently purchased Cycadia from his father, who probably received friction from Trinity prior to the sale. Mr. Cantrell stated that he objects to Trinity's 12S Bylaw for three reasons. The first one is structure. Wet pour foundations are good for the cemetery if they want to aggravate the monument companies. The wet pour foundation does not have a very good purpose, especially for light-weight monuments. Most monuments that weigh less than 2000 lbs. are set on dry powder concrete, 6" - 8" thick, leveled. The concrete heats up harder that way than it does if you were to mix it with water and do it wet. Thus was checked out with the Overton Granite Association and they do not say one thing either one way or the other about it. Most monument companies do it that way as there is no freeze line here in Florida. Mr. Cantrell presented to the Board for review a copy of a foundation that Cycadia poured with a corner marker out on the grounds. At Trinity Memorial Park, the way it is zoned, the spaces are so close together that when you have single upright monuments, they are almost touching each other. When you pour a wet pour foundation and use forms to do this, the width is exceeded by another 2" on each side. This puts installers into those corner section markers. This problem could easily be worked around if a wet pour foundation is not required.

The second reason is economically and professionally. Cycadia backs the monuments that are installed and feels responsible for them and are proud of their work. There are no families or cemeteries mad at Cycadia right now with the exception of Trinity. There have never been any problems with selling monuments before this all started with wet pours. It would be a good idea to let the monument builders install monuments the way that they do professionally. There is no need for a bylaw to do this.

The third reason is historically. Cemeteries have been professionally managed since the 1940s by competent people. There are monuments in cemeteries all over the State of Florida and they are not leaning and falling down in very many places. They have done a good job over the years installing monuments and there has not been a need to put into a bylaw the way a monument company installs monuments. Mr. Cantrell stated that the reason he attended the meeting was he thought the Board was going to look at the facts and vote on this issue. The Board may be able to see through this and vote for what is right to protect the industry and not let this become a monopoly.

Mr. Baxley questioned whether Trinity is willing to give at all on the wet pour issue.

Mr. Bentley answered no. Trinity has been doing wet pours for roughly nine years. This is done as it stabilizes the base and there is no need to be concerned about it sinking, as there had been some instances with that historically. Trinity does not agree with Mr. Cantrell but does not want to get into it with him today. Wet pour is important. This process is not done to create problems for anyone; it just works. The law clearly gives Trinity the ability to do that.

The Chair questioned whether the installer could build the foundation and pour it on his own premises, then come in and set it right under the monument instead of pouring it there so that he does not have to move any stones.

Mr. Bentley believes that he could.

The Chair stated that would not be considered a wet pour.

Mr. Helm questioned what would hold a 500 lbs. marker in place that was set on a wet pour foundation.

Mr. Bentley responded that the marker itself would.

Mr. Helm stated if you bumped it with a mower, it would move.

Mr. Cantrell agreed. If it is placed in dry powder, it would heat up and hold to the monument.

Mr. Helm stated that the 48 hour period is putting an unfair burden on any outside installer, as they would have to make two trips.

Mr. Bentley suggested withdrawing the wet pour issue and work with the Board and Staff to address it as Trinity feels very strongly that something like this is needed to ensure the continuity.

Mr. Helm stated that he did not have a problem with the wet pour.

Mr. Bentley suggested withdrawing the 48 hours.

Mr. Jones referred to Section 497.273(b) "...the licensing authority shall not approve any bylaw that unnecessarily restricts the use of burial rights which unreasonably restricts competition, increases cost..."

**MOTION:** Mr. Jones moved to deny and requested the two parties get together, work out a solution that they could agree to and bring it back to the Board that meets the requirements of this provision. Ms. Thomas-Dewitt seconded the motion, which passed with 1 dissenting vote.

Both parties agreed to work together to get this issue resolved.

Mr. David questioned whether the issue could be deferred instead of denied, since the Chapter 120 requirement of an informal telephone conference and advertisement of the amendments has already been done.

**2<sup>nd</sup> MOTION:** Mr. Jones moved to reconsider the motion to deny and moved to defer the item. Ms. Thomas-Dewitt seconded the motion, which passed unanimously.

**\*\*\*ITEM HELD IN ABEYANCE\*\*\***

**IV. Disciplinary Proceeding(s)**

*A. Ambrose Austin Case No.: 90949-08-FC*

*B. Charles A. Lewis Funeral Home Case No.: 85508-08-FC*

Mr. David stated that the 2 matters are related as Mr. Austin is the FDIC for the funeral home.

The Chair questioned whether there was a total of \$4000 in fines.

Mr. David agreed and added that there was a total of \$500 in costs.

Ms. Thomas-Dewitt stated that it is permissible to hold an unembalmed body in an un-refrigerated room. Embalming is a method of preservation and refrigeration is not necessary.

The Chair questioned whether it was because of the 50 days.

Ms. Thomas-Dewitt stated that both are methods of preservation.

Mr. Kyle Kemper stated that the Charles A Lewis has been in business for 40 years and is a very kind gentleman. Unfortunately, one of his employees had turned off the air conditioning and the body was slightly decomposed, which is the basis for this complaint.

Mr. Baxley questioned whether the Department determined that the body decomposed while in their care, as it was not properly stored.

Mr. David stated that issue was the body was held for six weeks while they awaited payment.

Mr. Baxley questioned whether the family requested the body be moved somewhere else.

Mr. David stated that it was his understanding that there was never a request made. Evidently, the family was told to come back once they had the money and the funeral home held the body that long.

Mr. Baxley questioned whether the family signed a purchase agreement.

Mr. Kemper stated that the funeral took place five days after the passing. After the body was embalmed, there was a sum of five weeks before the actual payment was made, then the body was transported. The transporting company reported the violation. The State came out and investigated the facility. There were some things that were called into question. The Respondent is in full compliance with the requirements and stipulated to the Consent Order to pay a fine and probation for one year.

Mr. Jones questioned whether the funeral home continues to hold bodies for payments.

Mr. Kemper responded that he could not speak on that as Mr. Lewis was not present, but he would encourage him not to do so.

Mr. Baxley stated that he was unclear of the violation.

The Chair agreed.

Mr. Baxley stated that the Board could not require someone to perform a service that they had not been paid for.

The Chair stated a storage fee could have been charged.

Mr. Baxley stated that mishandling the remains is one thing, or if refusing to allow a removal company to come in and take the body somewhere else would be an issue.

Mr. Kemper stated that there were some additional violations that were not as egregious as these. There was an issue regarding some seepage in the way that the body was packaged. The affidavit states that my client has never had any type violation in four years and has been in full compliance. This is the only time there has ever been a complaint filed against him.

Mr. Jones questioned whether there is a civil case in this matter.

Mr. Kemper answered no.

The Chair stated that the memorandum states that the body was embalmed, but does not find this in the stipulation. The Chair questioned whether the body was embalmed.

Mr. Kemper stated that he understood that the body was embalmed.

Mr. Baxley stated that the stipulation states that the Respondent was charged with the storage of a dead human being for over 24 hours without refrigeration, which would not be a problem if the body were embalmed.

The Chair suggested getting clarification on this issue.

Mr. Baxley stated that on the other hand, the Respondent agreed to the Consent Order.

Mr. David stated that the Investigator was present.

Mr. Thurman Lowe stated that the body was embalmed, but in a serious state of decomposition as well as having been partially devoured by rodents. The body was wrapped in plastic which acted as a green house effect.

**MOTION:** Mr. Jones moved to accept the order. Ms. Hubbell seconded the motion, which passed unanimously.

Ms. Huggins suggested changing the wording of the Consent Order to reflect what really happened. Because of the Board's confusion, it could be deemed not unlawful and could happen to other firms.

Mr. Baxley stated that it does include the failure to observe the minimum standards for acceptable prevailing practices for the handling and storage of a dead body.

**XX. Preneed Trust Transfer Request(s)**

**A. *Eternal Light Funeral Care, Inc. d/b/a: David C. Gross Funeral Home (St Petersburg)***

The Applicant requests approval for the transfer of the Preneed Trust Funds of Eternal Light Funeral Care, Inc., d/b/a David Gross Funeral Homes from SunTrust Bank to the BB&T (Branch Banking & Trust Co.)/Funeral Services, Inc. (FSI) 1993 Trust Agreement. David C. Gross Funeral Home, Inc. previously held a preneed license that was terminated in June 1998 when sold to The Simplicity Plan, Inc. The funeral home was purchased back from The Simplicity Plan in December 2004.

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. Ms. Thomas-Dewitt seconded the motion, which passed unanimously.

**\*\*\*ITEM HELD IN ABEYANCE\*\*\***

**VI. Application(s) for Removal Service**

**A. *Recommended for Approval***

**2. *Del Rosal Removals Inc d/b/a Statewide Removals (Miami)***

Mr. Shropshire stated that the question was raised by the Board member regarding the answer No on the inspection checklist. Gladys Hennen advised that at the time of the inspection there was not the required course having been completed, but subsequently and prior to this meeting, she has received certification of completion of the HIV/Aids Communicable Disease course and a certificate from a provider. As for the staff, they are not required to be certified or take the course until ten days after the date of the facility becoming operational.

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

**XXI. Chairman's Report (Oral)**

NONE

**XXII. Executive Director's Report**

Mr. Shropshire introduced the Assistant Division Director, Mr. Anthony Miller

Mr. Miller stated that he has been with the Division for all of 4 weeks and is fortunate to serve under Mr. Shropshire. Mr. Miller added that he looks forward to working with the Board as he learns more about the industry.

Mr. Shropshire stated that Mr. Miller is a great young man whose best qualities are his energy and enthusiasm.

Mr. Shropshire requested that Mr. Lowe come up and introduce the field staff present.

Mr. Lowe introduced the Tampa staff: Ms. Suzie Morse, Mr. Kurt Schuller and Mr. Chris McMurray. All 3 comprise the Tampa staff.

***A. Monument Establishments and Monument Establishment sales agents -- errors in license application processing (see attachment)***

The Board members received a memo in their packets. Mr. Shropshire stated that the Division previously understood that it had the authority to approve these applications. After looking at the law, this does not appear to be the case, certainly as to monument establishments. Mr. Shropshire proposed that over the next several meetings to bring all the monument establishment applications received that the Department has purportedly approved to the Board. Should the Board agree with the Department's decision to approve the applications the Board would be asked to ratify the Department's approval. Prospectively, all those applications will be submitted to the Board.

As to sales agents, the statute reads such that they are approved once the license application is submitted and indicate thereon that there is no criminal or disciplinary history, similar to the preneed sales agents. Those would be brought to the Board by a consent agenda item if there is no disciplinary or criminal history record and only bring those for individual consideration where there is criminal or disciplinary history.

The Chair concurred that this would be a good idea.

Mr. Helm questioned whether the workload would be too much to do them all at one time

Mr. Shropshire answered yes.

Mr. Helm stated that at some point the Department may come across a preneed sales agent in the monument sales industry that would need to come before the Board.

Mr. Shropshire agreed.

The Chair stated they would be submitted as a consent agenda item.

Mr. Ray stated that this item was brought to Mr. Shropshire's attention a couple of weeks ago. The Association really appreciates this and supports Mr. Shropshire's recommendation 100%.

***B. Trust Fund remittances -- deficiencies in internal accounting procedures being identified and corrected (see attachment)***

The Board received some information regarding some internal accounting procedure problems being addressed concerning preneed remittances.



*C. Quarterly preneed remittances -- Department suggestion re possibly moving to once-a-year annual reporting and remitting (see attachment)*

The Department proposes, as urged by internal auditors, moving the quarterly preneed remittance process to an annual preneed remittance process. The Department intends to hold a public workshop for Mid-Late July on this issue. Mr. Shropshire requested an initial reaction from the Board to this suggestion.

Mr. Brandenburg supports the idea and thinks this should be moved forward as quickly as possible.

Ms. Loucks stated that the Board could vote to give a sense of direction since it would require a statutory change.

Mr. Brandenburg moved to ask the Department to proceed with trying to get the statute changed. Mr. Helm seconded the motion, which passed unanimously.

*D. "Hospice" -- use of that term in a Chapter 497 licensee's business name (see attachment)*

Mr. Shropshire stated that the word "Hospice" is not permissible in a 497 licensee's name.

*E. Changes to a cemetery statute, s. 497.270 (see attachment)*

Mr. Shropshire stated that this was an informational item regarding a change to the cemetery law that the Department was not involved in. The item does not appear to be controversial.

*F. "Who to call" list (see attachment)*

The website will be updated to address the issue of a) people not getting their calls returned timely or b) getting passed around excessively. The information was provided to the Board for their own use or dissemination as you feel appropriate.

*G. Report from Richard Baldwin, Examiner for Menorah Gardens, Feb. 08 – Apr 08 (see attachment)*

The Board members received copies of reports from Richard Baldwin for the months of February '08 – April '08. Mr. Baldwin continues to assist consumers.

*H. Director's presentation at IFDF Conference, June 6, 2008 (oral report)*

None

*I. Director's presentation at the Florida Mortician's Association Convention, June 16, 2008 (oral report)*

None

**XXIII. Attorney Report (Oral)**

None

**XXIV. Administrative Report**

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

**XXV. Disciplinary Report**

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

**XXVI. Adjournment**

At 1:32 p.m., the meeting was adjourned.