

# License Review Board Meeting Agenda

Tuesday, January 14, 2025

5:30 PM

Marion County Main Training Room

"MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING."

- 1. Invocation
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Adoption of Minutes of Previous Meeting
- 5. License Review Contractors Exam & Reciprocity
  - **5.1.** Daniel Warren Exam Journeyman Electrician
  - **5.2.** John Vincent Dougherty Reciprocity Irrigation
  - **5.3.** Gerald Matthew Snyder Reciprocity Registered Electrician
- 6. Unlicensed & Licensed Contractors
- 7. Old Business
  - **7.1.** LRB 2024-26 Yessica Umanzor v. Mark Clifton Norman / Mark Norman Construction Inc.
- 8. New Business
- 9. Other
- 10. Notation for Record
- 11. Public Comment



# License Review Board

# Agenda Item

**File No.:** 2025-17759 **Agenda Date:** 1/14/2025 **Agenda No.:** 5.1.

**SUBJECT:** 

Daniel Warren - Exam - Journeyman Electrician



# License Review Board

# Agenda Item

File No.: 2024-17660 Agenda Date: 1/14/2025 Agenda No.: 5.2.

**SUBJECT:** 

John Vincent Dougherty - Reciprocity - Irrigation



# License Review Board

# Agenda Item

File No.: 2025-17758 Agenda Date: 1/14/2025 Agenda No.: 5.3.

**SUBJECT:** 

**Gerald Matthew Snyder - Reciprocity - Registered Electrician** 



## License Review Board

# Agenda Item

File No.: 2024-17659 Agenda Date: 1/14/2025 Agenda No.: 7.1.

**SUBJECT:** 

LRB 2024-26 Yessica Umanzor v. Mark Clifton Norman / Mark Norman Construction Inc.



# Marion County Board of County Commissioners LRB 2024-26

Building Safety - Licensing

2710 E. Silver Springs Blvd. Ocala, FL 34470

Phone: 352-438-2400

Action Order #	67560 FOR OFFICE	E USE: LRB Case #	LRB 2024-26
Code Case #			
	COMPLAINT F	ORM - PART	<u>1</u>
☐ Building C	ode Issues/Permitting Issue	es Fill ou	t Part I
Contractor	r/Licensing Issues		Fill out Part I and Part II
	TINFORMATION:	DATE OF YO	OUR CALL or VISIT:
Address: 130 II	Sw both Av. &	D Ocal	a F134473
Daytime (8am-5p	om) Phone Number:	Cell	Phone Number: <u>621-704-8</u> 466
Email (if you wou	ıld prefer electronic corresp	ondence): <del>YU</del>	Manzorz-490@ gmail.com
Address or Parce	el ID that your complaint ref	ers to: Lont	ractor. Mark Norman.
Complaint is abo	ut: (circle)		
Mobile Home	Building Addition	Department	Staff Member
Shed	Contractor	Other:	



Building Safety . Licensing

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2400

## NATURE OF COMPLAINT

NOTE: If the subject of your complaint is a contractor licensed by the State of Florida, a copy of this form will be sent to them, pursuant to 455.225(1) Florida Statutes.

Please provide the date(s) of occurrence and as much detail of the incident as you can. If applicable, provide copies of any quotes, invoices, or correspondence.

MY Name: S Yessicalimanzor. Im writting this letter

to see if there's, we can do to accerence this process of

the nouse we haven't See any progress in the house.

We are in a nurry because the house we are renting

the lease is going to Expire soon. I have called several

time but is very hard to get in town with him.

we had problems with one my doughter School.

Since the house we renting is in one zorredifferent

But the house we need building is another zone

the school she belongs: S where the house is getting

build. The school is asking for alletter with a due date

## IF FILING A COMPLAINT AGAINST A LICENSED CONTRACTOR:

You must sign and date that you have read and understood the following statement:

<u>Florida Statute (837.06) False Official Statements</u>: Whoever knowingly makes a false statement, in writing, with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Signature (Required to file complaint)

When we are suppost to voe move in. I have ask so many time for this letter AND I NOWERLY SECURE NOTHING YET. Apperently his sould know the house was going tobe

done by the widdle of October. BUX WA year we won't have a place to be. All that's is And we howers sexing not even kny comdows or Murgoly low when up. At the end of the door installed. Our bounk send us a letter that our become or the school confusion. We have So Stressful not gust for me but the whole form. They download toss ly boxts or school All we want is for our home to be build. gires. We one soing all this por their, comport. thank you... one ornered Out the end OF September.



Building Safety . Licensing

2710 E. Silver Springs Blvd. Ocala, FL 34470

Phone: 352-438-2400

## **CONTRACTOR COMPLAINT FORM - PART II**

SUBJECT OF COMPLAINT: (Fill in only if complaint is against a Licensed Contractor)
Name: Mark Norman
Business Name: Mark Norman Construction Inc
Address: 5540 NE 240 Lane
Phone: 352 - 572 - 3030
License Number: <u>CCC 132 93 06</u>
In addition to your written statement in <b>PART I</b> , please document your contractual relationship with the Contractor and provide evidence of supporting allegations. Answer as many questions below as possible to assist us in investigating your complaint.
<ol> <li>PROVIDE COPIES OF ANY OF THE FOLLOWING IF AVAILABLE:</li> <li>Proof of the contract between you and the contractor</li> <li>Proof of payment to the contractor – cancelled checks (front and back), receipts, closing statements, etc.</li> <li>Liens, judgments and notices to owner, including copies of related work orders, bills, and subcontracts Warranties.</li> </ol>
I am complaining in my capacity as the: [ Homeowner [ ] Subcontractor [ ] Building Department [ ] Contractor
Check the category that best summarizes the work that was performed or what the contractor did for
you:  [ Built house [ ] Remodeled house [ ] Built addition to a house [ ] Commercial roof work  [ ] Re-roofed the entire house [ ] Built a commercial structure  [ ] Remodeled or built an addition to a commercial structure [ ] A/C or heating work at the residence  [ ] Installed a pool [ ] other, please explain
Please circle the letter(s) for the category that best describes your basic complaint:  (A). Poor workmanship by contractor  (B). Job finished, but contractor will not correct problems  (C). Roof leaks, and contractor will not repair  (D). Contractor failed to pay subcontractors/suppliers  (E). Contractor taking an unreasonably long time to do the job  (E). Contractor abandoned job  (E). Contractor exceeded the scope of his/her license



Building Safety - Licensing

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2400

PLEASE ANSWER ALL OF THE FOLLOWING QUESTIONS IN THIS SECTION. IF A QUESTION DOES NOT APPLY TO YOUR COMPLAINT, WRITE "N/A".

BA	SIC	BA	CK	GRO	INUC	D DA	TA:
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1. Is the work site located inside [ ] City limits or [ ] County limits?				
2. What is the street address and city of the work site?    SW 64th tevrace RA				
3. These questions may relate to the contractor's building code compliance:				
Was the contract in writing? [ ] YES [ ] NO				
Contract Price: \$ 171,000  Date of Contract: 4/2023  Approximate Date that Work Began: 1/2024				
Approximate Date that Work Began: 1/2024				
Approximate Date that Work Ended: $\frac{\mathcal{N}/\mathcal{A}}{\mathcal{A}}$				
4. Was the permit obtained from the Marion County Building Department? [ ] YES [ ] NO If NO, was a permit required? [ ] YES [ ] NO				
5. What was the name of the person who pulled the permit?				
6. What was the permit number? 2023/06 9/07				
7. Was the permit obtained on time? [ ] YES [/] NO				
8. Was the Certificate of Occupancy issued? [ ] YES [ ] NO				
9. If the Certificate of Occupancy was not issued, explain why.				
10. Were any inspections missed or performed late? [ ] YES [ ] NO NA				
11. Was the Final Inspection passed? [ ] YES [ ] NO				



Building Safety - Licensing

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2400

FINANCIAL	QUEST	IONAIRE:
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	What was the total contract price? $\$ / \cancel{\cancel{1}} / \cancel{\cancel{0}} / \cancel{\cancel{0}}$
2.	What was the total price paid to the contractor? \$ Not pay complete
	If you hire another contractor what is the estimated cost to finish the job? \$(Attach estimates from licensed contractor(s)
4.	Were you obligated to pay any subcontractors or suppliers that the contractor was required to pay?  [ ] YES [ ] NO
5.	Are there any unpaid bills owed to subcontractors or suppliers which the contractor was responsible to pay for? [ ] YES [-] NO I Longth Know
6.	What is the total amount of the unpaid bills? \$
7.	Did the contractor sign any statements stating that the bills had been paid? [ ] YES [ ] NO
8.	Has the contractor been terminated? [ ] YES [ ] NO
9.	Has the job been finished by you or a new contractor? [ ] YES [✓] NO
W	ORKMANSHIP:
1.	List the three (3) most serious items of your complaint and/or those which your contractor will not repair. Use a separate sheet of paper if necessary.  Laking for Ever to build.  Wood is getting wet.  Decause the house is not Finish, we having problem with the school wainting on letter from contractor
2.	Has the contractor offered to repair any and all damage that was caused? [ ] YES [ ] NO HE COUL.
3.	Has the contractor made an attempt to repair the damage? [ ] YES [ ] NO If YES, how many times?
4.	Have you had another licensed contractor, architect, or engineer inspect the work?  [ ] YES [ ] NO  If YES, list the name of the other licensed contractor, architect, or engineer who performed the Inspection:



Building Safety - Licensing

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2400 buildinglicensing@marionfl.org

November 5, 2024

CERTIFIED # 7020 2450 0002 0559 4104

YESSICA UMANZOR 13011 SW 60TH AVENUE RD OCALA, FL 34473

Dear Ms. Umanzor;

Please be advised your formal complaint, Case #LRB 2024-26 has been received against: Contractors Name:

MARK CLIFTON NORMAN MARK NORMAN CONSTRUCTION INC 5540 NE 2ND LANE OCALA, FL 34470

Before the Marion County License Review Board at their meeting on Tuesday, December 10<sup>th</sup>, 2024 at 5:30 P.M. In the Marion County Growth Management Building – Training Facility at, 2710 E. Silver Springs Blvd. A copy of the complaint has been sent to the contractor.

It is requested that you attend this meeting. You may bring legal counsel to this meeting (if you so desire.) Any additional documentation substantiating your claim must be received ten (10) working days prior to the hearing as it is accepted as evidence and therefore becomes part of the case file. You will be given five (5) minutes to present your case and then a two (2) minute rebuttal.

Please contact the License Review Board Secretary at 438-2429 on Monday, December 9<sup>th</sup>, 2024 to verify the status of this complaint. Should you settle your dispute prior to the case date, please ask the complainant to send the Building Department a written statement before the scheduled hearing date requesting the complaint be withdrawn.

<u>Please be advised</u>, if any person or persons wish to appeal a decision of the license review board made at the above hearing, a record of the proceedings will be needed by such person or persons as well as a verbatim record. If you wish to preserve the testimony given at the hearing, you must make your own arrangements to do so. If any person requiring special equipment should contact the Board Secretary at least two (2) business days prior to the meeting.

Sincerely,

Antoinette Hernandez

License Review Board Secretary



Building Safety - Licensing

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2400 buildinglicensing@marionfl.org

November 5, 2024

CERTIFIED MAIL #7020 2450 0002 0559 4111

MARK CLIFTON NORMAN MARK NORMAN CONSTRUCTION INC 5540 NE 2ND LANE OCALA, FL 34470 CT # 8537

Dear Mr. Norman:

Please be advised a formal complaint, Case # LRB 2024-26 has been brought against you by:

Complainant's Name:

YESSICA UMANZOR 13011 SW 60<sup>th</sup> AVE. ROAD

OCALA, FL 34473

Before the Marion County License Review Board at their meeting on Tuesday, December 10<sup>th</sup>, 2024 at 5:30 P.M. In the Marion County Growth Management Building – Training Facility at 2710 E. Silver Springs Blvd. Enclosed is a copy of the complaint and supporting documentation.

It is requested that you attend this meeting. You may bring legal counsel to this meeting (if you so desire.) Any additional documentation substantiating your claim must be received ten (10) working days prior to the hearing as it is accepted as evidence and therefore becomes part of the case file. You will be given five (5) minutes to present your case and then a two (2) minute rebuttal.

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Sincerely.

Antoinette Hernandez

License Review Board Secretary

## Marion County **Building Safety Department BUILDING PERMIT**

PERMIT #: 2023100962 ISSUED:

11-22-2023

PERMIT TYPE:

R23NFR23 1-2 FAMILY NEW RESID

EXPIRATION: 01-28-2025

JOB DESCRIPTION: NEW SINGLE FAMILY RESIDENCE JOB ADDRESS:

14110 SW 64TH TERRACE RD

OWNER INFORMATION:

BELTRAN VARGAS HERWIN JEOVANI

UMANZOR REYES YESSICA X

15130 SW 43RD AVE RD

OCALA FL 34473

SETBACKS FRONT:

PARCEL NUMBER: 8009-1262-10

LOT: 10

BLOCK: 1262

TOTAL SQFT: 2,164

25

REAR: 25

CONTRACTOR INFORMATION:

MARK NORMAN CONSTRUCTION INC

5540 NE 2ND LANE

OCALA FL 34470-

SUBDIVISION: MARION OAKS UNIT 09

RANGE-TOWNSHIP-SECTION: 21 - 17 -

NOC: AFFIDAVIT SUBMITTED

LEFT:

RIGHT: 8

1

This permit will become null and void if construction is not started and a passing inspection obtained within six (6) months.

Notice: Demolition Permits are active for only (60) sixty days from the date of issuance.

In addition to the requirements in this permit, there may be additional restrictions applicable to this property that may be found in the records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies. s:553.79(10),F.S.

It is the responsibility of the owner or Asbestos contractor to comply with the provisions of s.469.003 of the Florida Statutues and to notify the Department of Environmental Regulation of his/her intentions to remove asbestos, when applicable, in accordance with state and federal laws.

CALL BEFORE YOU DIG: 1-800-432-4770

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AT THE MARION COUNTY CLERK OF COURTS AND A CERTIFIED COPY FILED AT THE BUILDING DEPARTMENT, BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. (F.S. 713.135)

#### ADDITIONAL PERMIT INFORMATION:

1/16/24 SUBMITTED ADD/REMOVE PLUMBING SUBCONTRACTOR FORM AND LETTER. REMOVING: FW DUKES PLUMBING LLC. ADDING: PSG PLUMBING SERVICE INC-ANNAH

10/12/23 APPROVED BY WILLDAN- KEITH

10/11/23 SUBMITTED TO WILLDAN FOR PLAN REVIEW - KEITH

10/10/23- DEPOSIT SLIP SENT TO:normanconstruction@gmail.com -AS3

Note: A copy of the permit, including requirements, comments, conditions, and/or instructions (all provisions of the permit) must be on the jobsite at all times.

> For Inspections schedule online: https://www.marioncountyfl.org/inspections or call (352) 438-2400

> > 14

#### Permit #: 2023100962

\*\*\*\*\*Notice from the Office of the County Engineer: Driveway apron connection or right-of-way inspections are required for this permit.

For concrete driveways a driveway apron form up inspection should be scheduled when the driveway apron is formed and the welded wire is elevated and in place, ready for concrete to be poured. For asphalt driveways a driveway apron form up inspection should be scheduled when the limerock base course is compacted and primed, ready for the asphalt surface to be placed. Upon satisfactory completion of a form up inspection remaining driveway construction and right-of-way restoration can commence. Upon completion of all work final driveway or right-of-way inspections should then be scheduled.

To schedule an inspection, call the Office of the County Engineer's Customer Service Center at (352) 671-8686. Inspections must be scheduled a minimum of 24 hours in advance. Unsatisfactory inspection results are subject to re-inspections and additional fees.

Requests to cancel scheduled driveway or right-of-way inspections must be made a minimum of 48 hours in advance. Re-inspection fees may apply for failure to comply.

It is the property owner's responsibility to maintain the driveway apron connection for safety and proper drainage once installed. \*\*\*\*\*

ROW 671-8686 10/11/23 CH

#### DRIVEWAY SPECIFICATIONS:

MAINTAIN THE EXISTING SWALE. NEED A PAVED APRON A MINIMUM 10' WIDE AT RIGHT-OF-WAY/PROPERTY LINE, WITH A 5' RADIUS ON EACH SIDE OF THE DRIVEWAY. THE DRIVEWAY MUST EXTEND A MINIMUM OF ONE-FOOT PAST THE PROPERTY LINE.

ALL DRIVEWAY APRONS SHALL BE A MINIMUM OF 6" OF REINFORCED CONCRETE OVER 6" OF STABILIZED COVER OR 1 1/4" OF ASPHALT OVER 6" OF COMPACTED AND PRIMED LIMEROCK. CONCRETE SHALL BE 3000 PSI, REINFORCED WITH 6X6X10 WELDED WIRE, AND RAISED A MINIMUM OF 1" OFF GROUND. CONCRETE DRIVES WITH CULVERTS MAY USE THE SADDLE METHOD. CONTACT THE MARION COUNTY RIGHT-OF-WAY DIVISION FOR DETAILS.

RIGHT-OF- WAY RESTORATION:

LDC 7.1.3. CONSTRUCTION SPECIFICATIONS REFERENCE 0. GRASSING AND TS022.

STABILIZE WITH ONE ROW OF SOD AROUND THE APRON, AT THE EDGE OF THE ROAD AND IN THE DITCH BOTTOM OF THE DISTURBED RIGHT- OF- WAY. SOD SHALL BE ALIVE, FRESH AND UNINJURED AT THE TIME OF PLANTING. REMAINDER OF THE DISTURBED RIGHT-OF-WAY MAY BE SEEDED AND MULCHED. THIS NEEDS TO BE COMPLETED PRIOR TO A FINAL INSPECTION.

MODIFICATIONS TO THE DRIVEWAY SPECIFICATIONS REQUIRES PRIOR APPROVAL FROM THE OFFICE OF THE COUNTY ENGINEER.

ROW 10/12/23 Mike

911 - POSTING (RES) - Marion County Ordinance #2004-24, requires numbers at least 4" high and a color that contrasts with the color of your structure. If the structure is 50' or more from the street, the number shall be additionally affixed to a permanent fixture (not a mailbox) and visible near the front walk, driveway, or common entrance to said structure. ALSO PLEASE NOTE: If this permit expires, is voided, or remains in a HOLD status more than 180 days, the address will become void for this project and a new address application will be required.

TRANSPORTATION IMPACT FEE OF \$ 1397.00 IS DUE BEFORE A 201, 213, 214 OR 796 ELECTRICAL INSPECTION CAN BE SCHEDULED. FEES MAY CHANGE IF THE PERMIT DOES NOT REMAIN IN A VALID STATUS. PLEASE REFER IMPACT FEE QUESTIONS TO KIM HATCHER AT (352)438-2610

For Inspections schedule online: https://www.marioncountyfl.org/inspections or call (352) 438-2400

# CODE ENFORCEMENT SERVICES

# Marion County, Florida

CDPR4205 - Action Order Detail Report

**OPEN DATE:** 

September 30, 20

04:22 PM TIME:

**ACTION ORDER NBR:** 

**OPENED BY:** 

**BU341AH2** 

DUE DATE

9/30/2024

**DISPATCHED BY** 

Date/Time:

**COMPLAINANT:** 

TYPE: **CTZN** 

NAME: ADDRESS: YESSICA UMANZOR

13011 SW 60TH AVENUE RD

**OCALA** 

PHONE: 631-704-8460

FAX:

**ALLEGED VIOLATORS:** 

☐ Property Owner □ Tenant

NAME:

ADDRESS:

PHONE:

FAX:

**ALLEGED VIOLATION(S):** 

**CON-PERMIT** 

**CON - PERMITS** 

HOMEOWNER HIRED CONTRACTOR MARK NORMAN TO BUILD HOUSE IN APRIL OF 2023. HOUSE IS NOT COMPLETED. CONTRACT STATES 6 MONTHS TO COMPLETE THEY ARE LEASING A HOUSE TO STAY IN AND HAVE TO BE OUT THIS DEC OF 2024 AND HAVE 3 SMALL CHILDREN. SEE NOTES

LOCATION OF VIOLATION(S):

14110 SW 64TH TERRACE RD OCALA

RANGE:

21

**TOWNSHIP:** 

17

SECTION: 17

**DIRECTIONS / NOTES:** 

EXPOSED WOOD IS BEING EXPOSED BY RAIN AND IS GETTING WET AND HAS WATER MARK. WINDOWS/DOORS ARE NOT SET AND RAIN IS GETTING WOOD WET. CONTRACTOR HAS NOT DONE ANY WORK IN 2 MONTHS.

No-11-12

Printed on:

10/11/2024

9:56:49AM

16

**Marion County** CD-Plus for Windows 95/NT

Page 1 of

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com®. LBD 134-DC Certified Mail Fee

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PS For ... 5500, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

# Certified Mail service provides the following benefits: A receipt (this portion of the Certified Mail label). for an electronic return receipt, see a label.

- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service' for a specified period.

#### Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is not available for international mail.
- Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailplece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature).
     You can request a hardcopy return receipt receipt, complete PS Form 3811, Domestic Return Receipt; attach PS Form 3811 to your mailpiece;

- for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mall receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mall receipt, please present your Certified Mall item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mall receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT 4777 Domestic Mail Only For delivery information, visit our website at www.usps.com®. 0034-00 AO# 667560 T 055 Extra Services & Fees (check box, add fee as appropriate Return Receipt (hardcopy) 2000 Return Receipt (electronic) Certified Mail Restricted Delivery Adult Signature Required Adult Signature Restricted Delivery 50 Postage \_ **Total Postage and Fees** П 7020 Se Mark Clifton Norman Šti Mark Norman Construction Inc. 5540 NE 2nd Lane Cit Ocala, FL 34470 PS erse for Instructions

## Certified Mail service provides the following benefits: A receipt (this portion of the Certified Mail label). for an electronic return receipt, see a label.

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- Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, Domestic Return Receipt: attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mall receipt is accepted as legal proof of malling, it should bear a USPS postmark. If you would like a postmark on this Certified Mall receipt, please present your Certified Mall item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mall receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your

#### SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.
- Article Addressed to:

Mark Clifton Norman Mark Norman Construction Inc. 5540 NE 2nd Lane Ocala, FL 34470



9590 9402 5886 0038 4466 91

- 2. Article Number (Transfer from service label)
- 7020 2450 0002 0559 4111

#### COMPLETE THIS SECTION ON DELIVERY

A. Signature	
XXX	☐ Agent ☐ Addresses
B. Received by (Printed Name)	C. Date of Delivery
D. Is delivery address different from iter If YES, enter delivery address below	

- 3. Service Type
- □ Adult Signature
   □ Adult Signature Restricted Delivery
- Certified Mail®

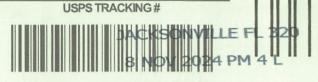
  Certified Mail Restricted Delivery
- ☐ Collect on Delivery

(over \$500)

☐ Collect on Delivery Restricted Delivery
I Insured Mail
I Insured Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
  ☐ Registered Mail Restricted
- Delivery
  Return Receipt for
  Merchandise
- Signature Confirmation™
  ☐ Signature Confirmation
  Restricted Delli 21

Domestic Return Receipt



First-Class Mail Postage & Fees Paid USPS Permit No. G-10

22

9590 9402 5886 0038 4466 91

**United States Postal Service**  Sender: Please print your name, address, and ZIP+4® in this box

Marion County Board of County Commissioners **Building Department** 2710 East Silver Springs Blvd. Ocala, FL 34470

RB2024-26

LRB 2024-26 Yessica Umanzor v. Mark Clifton Norman / Mark Norman Construction Inc.

Additional Information to Complaint

Loan Number 2306070802

# Rider to Note Residential Construction Loan

This Rider, made as of 07/14/2023, by the undersigned (the "Borrower"), is to be attached to and made a part of that certain note, dated 07/14/2023 made by the Borrower to MIDFLORIDA Credit Union(the "Credit Union") in the principal sum of \$147,000.00 (the "Note"), which is secured therein set forth.

The Borrower acknowledges that the loan made by the Credit Union to the Borrower is for the purpose of construction of a residential home, pursuant to a construction loan agreement between the Credit Union and the Borrower. The construction period as defined in the contract with Mark Norman Construction Inc is 12 months. The Borrower agrees that from the date hereof to and including approximately, 09/01/2024, the Borrower shall pay interest at a rate of 6.375% on the amount advanced (the "Advances") including but not limited to existing lot lien payoff, advances to the borrower, advances for the borrower's benefit, and advances to the builder and/or subcontractors by the Credit Union. Interest shall be due from the date of each advance made by the Credit Union and payable on the first day of each month following the month in which the first advance is made and on the first day of each month thereafter to and including the date above. If the construction period exceeds 09/01/2024, the interest rate will increase to 6.375 plus 1% on the existing balance and all future advances. The interest rate on the amount advanced after the interest only construction period will be payable at the rate set forth in the Note, 6.375%. Thereafter, the Borrower shall make the first monthly installment payment of principal and interest on the date set forth in the Note, and successive monthly installments as provided therein.

The Borrower agrees that a default by the Borrower under the terms of said construction loan agreement or loan commitment shall constitute a default under the Note and Mortgage which is security for the Note.

The Borrower has caused this Rider to be duly executed as of the date first written above.

Herwin Jeovani Beltran Vargas Yessica Umanzor

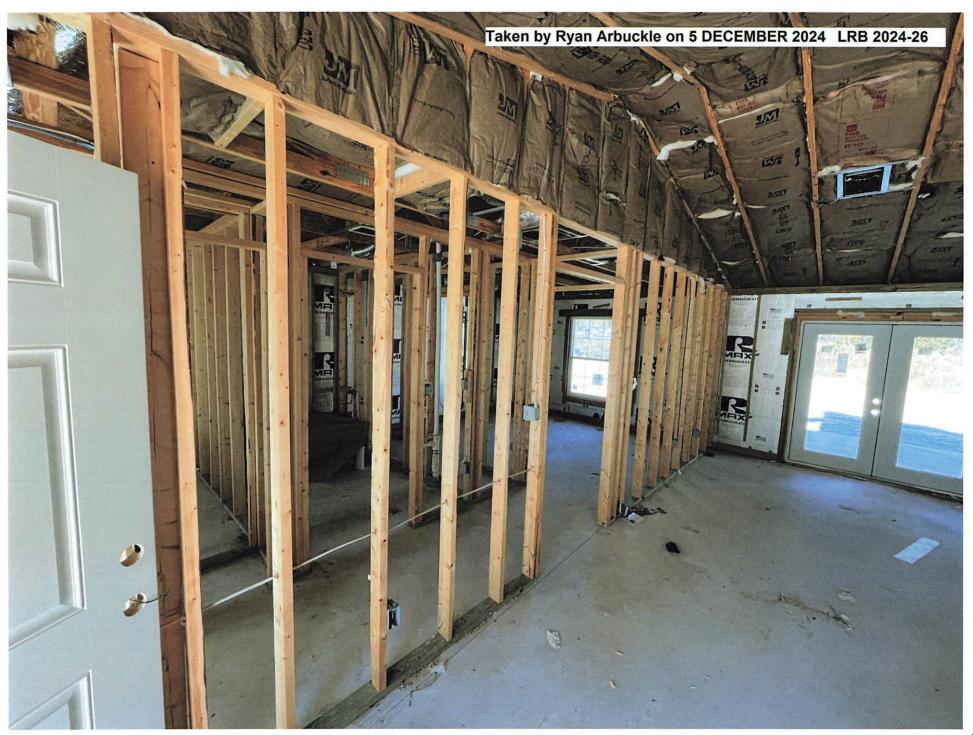












#### CONSTRUCTION AGREEMENT

THIS AGREEMENT made this 15th day of May, 2023 by and between Mark Norman Construction, Inc., 5540 NE 2nd Lane, Ocala, Florida 34470, hereinafter called "Contractor", and Herwin Beltran whose current mailing address is 15130 SW 43<sup>rd</sup> Avenue Road, Ocala, FL 34473, hereinafter called "Owner".

#### ARTICLE I

#### Description of Construction

The Owner owns real property located in Marion County, Florida, further described as: Lot 10, Block 1262, Marion Oaks Unit 9, or as more complete described in Exhibit 1 to this Agreement, hereinafter called the "Property". Owners warrant that they own the property free and clear of all encumbrances except as set forth on Exhibit 1.

Contractor agrees to build a single family residence on the property in accordance with the plans and specifications attached as Exhibit 2 to this Agreement. The total sales price for this agreement includes allowances for specific items which are attached as Exhibit 3. Any changes to the allowances will be agreed upon by Contractor and Owner. The cost or credit to the Owner resulting from a change in the allowance items will be determined by mutual agreement prior to executing the work involved.

This Agreement shall also include all modifications to the above which are dated and signed or initialed by both parties hereto.

#### ARTICLE II

#### Contract Price

Owner agrees to pay Contractor for the construction the sum of the following amounts:

A. Basic construction in accordance with the above plans and specifications:

\$171,000.00

B. Additions not covered by the above plans and specifications attached as Exhibit 4:

\$ 0.00

C. Total Contract Price:

\$171,000.00

In the event that Contractor or a licensed engineer shall determine that substandard soil conditions exist on the Property, Owner shall be responsible to pay all additional costs incurred resulting there from including, but not limited to, additional cost of excavation, fill, footers, foundations, and slabs. Owner shall be responsible for obtaining and paying for all soil tests and engineering studies and reports that Owner may request.

#### ARTICLE III

#### Price Change

If the supplier's prices or subcontractor's quoted prices to the Contractor for the basic building material or other materials or work are increased prior to commencement of construction, Contractor may elect to add such increase to the total purchase price. The Owner may accept any such increase in writing or terminate this agreement in writing within seven (7) days after notification of the increase and be refunded the deposit by Contractor.

#### ARTICLE IV

#### Progress Payments

Owner shall make progress payments on account of the Contract price to Contractor in accordance with the draw schedule attached hereto as Exhibit 5 and by reference made a part hereof. Subcontractors and material suppliers who have provided to owner a "Notice to Owner" shall provide a written release of lien before payment is made.

#### ARTICLE V

#### Contract Completion Date

Subject to the provisions of Article XI, the construction shall be completed within nine calendar months of the date of the execution of this Contract or of the posting of the Notice of Commencement, whichever occurs later; subject however, to any causes beyond the control of the Contractor, which may prevent or delay such completions, including without limitations any of the following: weather, strikes, riots, labor disputes, governmental ruling or regulations, issuance of valid building permit, compliance with all applicable building, zoning, and planning laws, ordinances or regulations, availability of materials, acts of war, or Court orders and litigation or threatened litigation

received
12/10/24 inopenhearing

pertaining to said construction; the contract completion time shall be extended to a reasonable period of time to allow for any such contingencies.

#### **ARTICLE VI**

#### **Contract Documents**

Contract Documents consist of this Agreement, the drawings and plans and specifications, all addenda issued prior to the execution of this Agreement, all amendments, and all Change Orders. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Article VII necessary for the proper execution and completion of the work and the terms and conditions of payment therefore, and also to include all work which may be reasonably inferred from the Contract Documents as being necessary to produce the intended results.

- A. The Contract Documents signed in not less than duplicate by the Owner and the Contractor.
- B. The Owner shall be responsible for furnishing a boundary survey of the property and staking the property boundaries prior to the beginning of construction.
- C. Contractor will, at the request and expense of the Owners, provide accurate survey and staking of the property boundaries prior to the beginning of construction.

#### **ARTICLE VII**

#### **Contractor Obligation**

The Contractor shall supervise and direct the work, using his best skills and attention. The Contractor shall be fully responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work in the Agreement.

- A. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- B. The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the proper extension of the work.
- C. The Contractor at all times shall keep the premises reasonably free from accumulation of waste materials or rubbish caused by its operations. At the completion of the work it shall remove all its waste materials and rubbish from and about the project as well as its tools, construction equipment, machinery and surplus materials.

#### ARTICLE VIII

#### **Miscellaneous**

- A. Attorney's Fees and Costs. In connection with any litigation, including appellate proceedings, arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
- B. Governing Law and Venue. This Contract is made and entered into in Marion County, Florida and shall be construed under the laws of the State of Florida. Exclusive venue for any action involving this Contract shall be in Marion County, Florida.
- C. <u>Successors and Assigns</u>. The Owner and Contractor each bind themselves, their partners, heirs, personal representatives, successors and assigns to the other with regard to all covenants, agreements, rights and obligations contained herein.
- D. Owner Access. The Owner shall at reasonable times have access to the work; however, the Owner shall not interfere with Contractor's employees, subcontractors, laborers and materialmen. Owner agrees that Owner will not during the course of construction attempt to supervise, direct or otherwise interfere with construction. The Owner shall indemnify and hold harmless Contractor, his employees, subcontractors, materialmen or laborers from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or resulting from injury, sickness, disease or death of Owner, Owner's agents, Owner's invitees, assigns or heirs while any of these persons are on the job site.

#### ARTICLE IX

#### Contractor's Warranties

For a period of one year after issuance of a Certificate of Occupancy, Contractor will repair or replace, whichever he determines to be appropriate in his sole judgment, without charge, any defects in workmanship or materials not

caused or aggravated by Owner, Owner's guests, subsequent unauthorized repairmen, the elements, or other matters outside Contractor's control. Contractor's warranties hereunder are herby limited as follows:

- A. Contractor makes no representation or warranty or assumes any obligation or liability as to the quality or quantity of water serving the Property whether from private well or other source.
- B. Contractor assumes no responsibility or liability beyond manufacturer warranties for equipment, appliances, water heater, heating and air-conditioning equipment and other equipment or machinery located in or on the Property. Contractor reserves the right to substitute fixtures and/or building materials of equal quality or price to those set forth in the plans and specifications. Contractor shall notify Owner that substitutions are being made.
- C. Contractor shall not be responsible or liable for claims or damages resulting from or caused by soil or subsurface conditions located on or in the vicinity of the Property.
- D. Owners acknowledge and understand that the concrete used in the slab and/or driveways may crack due to shrinkage and Contractor shall not be responsible or liable for claims or damages resulting from cracks in the concrete due to shrinkage or shifting of the soil or subsurface.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY EXPRESS WARRANTIES THAT CONTRACTOR GIVES. WARRANTIES IMPLIED UNDER STATE LAW, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE WARRANTY PERIOD SET FORTH ABOVE. CONTRACTOR DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PERSONS OR PROPERTY.

#### ARTICLE X

#### Deposit Money

Upon execution of this Agreement, the Owner shall deposit with Contractor the sum of \$5000.00, representing a nonrefundable deposit. Said deposit money shall be credited toward the first draw payable by Owner to Contractor under the draw schedule attached to this Agreement. An additional \$23,000.00 shall be paid at the start of construction.

#### ARTICLE XI

#### Time of Commencement

Subject to any contingencies or conditions expressly contained herein, the work to be performed under this Construction Agreement shall commence within 45 days from the date of this Agreement, or upon the posting of the Notice of Commencement as required in Article XXI of this Agreement, whichever shall occur later.

#### ARTICLE XII

#### Final Payment

Final payment shall be made as provided in Article IV of this agreement. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective work or materials appearing after substantial competition (3) failure of the work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

#### ARTICLE XIII

#### Occupancy

Owner shall not be entitled to occupy the property or the improvements being constructed thereon until such time as construction has been completed and final draw payment has been made by Owner to Contractor, nor shall the Owner store any items at the homesite until such time as construction has been completed and final draw payment has been made by Owner to Contractor.

#### ARTICLE XIV

#### Contractor's Liability Insurance

The Contractor shall purchase and maintain such insurance as will protect it from claims under Worker's Compensation Acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Construction Agreement, whether such operations be by himself or by any subcontractor or anyone

directly or indirectly employed by any of them. Contractor shall not be liable for damage or loss attributable to or arising out of the drawings or specifications furnished by the Owners or Owners' agents or to the acts or omissions of the Owner or anyone employed by the Owner, other than Contractor, or for whose acts are not attributable to the fault or negligence of the Contractor.

#### ARTICLE XV

#### Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at this option, may maintain such insurance as will protect him against claims which may arise from operations under the Construction Agreement, Certificates of such insurance shall be filed with Contractor.

#### **ARTICLE XVI**

#### **Property Insurance**

- A. Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interest of the Owner, the Contractor, and subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.
- B. Any insurance loss is to be adjusted with the Contractor and made payable to the Contractor as trustee for the insured, as their interest may appear, subject to the requirements of any mortgagee clause.
- C. The Owner and Contractor waive all rights against each other for damages caused by fire or other perils except to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by subcontractors and sub-subcontractors.

#### **ARTICLE XVII**

#### Septic System

If a grease trap or any increase in capacity of septic tank called for under the plans and specifications as required by the applicable health department and/or building department, or any other changes in the plans and specifications, are required by code, subdivision regulations and restrictions or other governmental regulations, the purchase price will be increased by the amount of such changes and paid by Owner to Contractor upon demand. The septic system contemplates normal installation and soil conditions. If hardpan or rock or other hard or impervious material (i.e. clay) is encountered, the Owner agrees to pay the additional cost for installation of the septic system to Contractor upon demand.

#### **ARTICLE XVIII**

#### Changes in the Work

- A. The Owner without invalidating the Construction Agreement may order changes in the work consisting of additions, deletions or modifications, the Contract sum and the Contract time being adjusted accordingly. All Change Order requests by Owner must be in writing and approved by Contractor and the costs thereof paid to Contractor at the time the changes are requested. If for any reason a Change Order is not approved by Contractor, Contractor will not be liable to Owner.
- B. The Contract sum and Contract time may be changed only by the Change Order.
- C. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.
- D. Any changes made after construction has begun will incur a \$250 change fee IN ADDITION to the cost of the actual change.

#### **ARTICLE XIX**

#### Correction of Work

The Contractor shall correct any work which fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to the faulty materials, equipment or workmanship which appear within a period of one year from the date of substantial completion of the Construction Agreement or within such longer period of time as may be prescribed by law. The provisions of this Article XIX apply to work done by subcontractors as well as work done by direct employees of the Contractor.

1

#### ARTICLE XX

#### Termination by the Contractor

If the Owner fails to make any payment required under this Agreement for a period of five (5) days after the due date, the Contractor may, upon seven (7) days written notice to Owner, terminate the Construction Agreement and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools and construction equipment and machinery including reasonable profit and damages.

#### ARTICLE XXI

#### Notice of Commencement

It shall be the Owner's responsibility to file a Notice of Commencement in the Public Records of Marion County, Florida pursuant to <u>Chapter 713</u>, <u>Florida Statutes</u>.

#### ARTICLE XXII

#### Radon

Radon is a naturally occurring radioactive gas which, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon which exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county Public Health Unit. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR INJURIES FROM THE PRESENCE OF RADON ON THE SUBJECT PROPERTY.

#### ARTICLE XXIII

#### Special Clauses

Any special clauses are attached hereto, signed by the Owner and Contractor and marked as Addenda #

#### **ARTICLE XXIV**

#### Construction Lien Law

CONTRACTOR TO COMPLY WITH THE CONSTRUCTION LIEN LAW. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 B 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIAL SUPPLEIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPAYN THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

#### ARTICLE XXV

#### Complete Agreement

The Agreement represents the entire agreement between the parties and there are no agreements, representations or warranties, express or implied, verbal or written except those written agreements which are specifically incorporated in this Agreement or as provided by law.

NOT WITHSTANDING ANYTHING TO THE CONTRARY WHICH MAY BE STATED HEREIN ABOVE, THIS CONTRACT WHEN SIGNED BY THE SALESMAN CONSTITUTES AN OFFER ONLY AND IS NOT BINDING ON THE PARTIES UNTIL IT HAS BEEN SIGNED BY THE BUYERS AND BY MARK NORMAN, PRESIDENT OF MARK NORMAN CONSTRUCTION, INC.

IN WITNESS WHEREOF, the parties hereto have exe	cuted this Agreement the day and year first above written.
Signed, sealed and delivered in the presence of:	Belan
	By: Mark Norman, President Mark Norman Construction, Inc.

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## Exhibit 1

# **Description of Property**

Legal Description: Lot 10, Block 1262, Marion Oaks Unit 9, Plat Book O, Page 164, Marion County, Florida

Existing Encumbrances to Title: (Mortgages, Liens, Easements, Etc.)



An Equal Opportunity School District

5020030

5021040

RIVERA, YESENIA

RIVERA, YESENIA

SCI GR 2

Q3 Comments: SOC ST GR 2

Q3 Comments:

# THE SCHOOL BOARD OF MARION COUNTY, FLORIDA Progress Report 3 SUNRISE ELEMENTARY SCHOOL

# School Year 2023-24

School Phone: (352) 671-6200

Student Name			Student ID:	37482	2	Current School Attendance							
GIANNA E. BELTRAN			Grade Level:	02		EA=Excused Absence ET=Excused Tardy (period UA=Unexcused Absence UT=Unexcused Tardy (per					period)	41	
Gra	ading Sca	ales	Print Date:	2/7/202	24	The second secon					r to Date		
B = above average progress (80-89%) $S = C = A = A = A = A = A = A = A = A = A$		S = successfully meeting grade lev N = not meeting grade level expect	exceeding grade level expectations (90-100%) successfully meeting grade level expectations (80-89%) not meeting grade level expectations (70-79%) unsatisfactory progress toward meeting grade level expectations (0-69%)			EA U/ 0 2	A ET	UT 0	EA 2	UA 6	ET 0	UT 4	
E = excelling in grade level standard M = meeting grade level standard	ards (90-1009 is (70-89%)	// // // // // // // // // // // // //											
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SUNRISE ELEMENTARY SCHOOL	HR: RIVERA, Y.
Student Name: GIANNA E. BELTRAN Parent's Signature: Date:	
Teacher Requests Conference Parent Requests Conference Parent's Phor	ne:
Parent's Comments:	36
	¥

NB 2024-34

nopen hearing

Permit # Tax Folio # 8009-1262-10

Prepared by: Sarah Weatherford Gibson MIDFLORIDA Credit Union 3004 S. Florida Ave Lakeland, FL 33803

> MIDFLORIDA Credit Union Notice of Commencement

State of Florida County of Marion

The undersigned hereby informs you that improvements will be made to certain real property, and in accordance with Section 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of Property: 0 SW 64th Terrace Rd

Ocala, FL 34473

Legal Description:

See Attached Exhibit A

General description of improvements: SINGLE FAMILY RESIDENCE 2.

Owner Information: 3.

Contractor

Lender

4.

5.

Herwin Beltran Vargas Yessica Umanzor

15130 SW 43 Avenue Rd

Ocala, FL 34473-2643

Mark Norman Construction Inc.

5540 NE 2nd Lane

Ocala, FL 34470

MIDFLORIDA Credit Union

Attn: Mortgage Servicing Department

3004 S. Florida Avenue Lakeland, FL 33803

- The owners also designate Flora Hidalgo of MIDFLORIDA Credit Union to receive a copy of the Lien's Notice as provided in Section 713.13(1) (b), Florida Statutes.
- Expiration date of commencement is 1 year from the date of recording. Commencement of said improvement shall begin within thirty (30) days from date of recording this notice.

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY, A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

VERIFICATION PURSUANT TO SECTION 92.525, FLORIDA STATUTES. UNDER PENALTIES OR PERIURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND

Jeovani Beltran Vargas

Yessica Umanzor

State of Florida Mario

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of 100 2003 by Herwin Jeovani Beitran Vargas and Yessica Umanzor, who is/are personally known to me or who has/have produced 100 cm as identific to while LISA VANDERE

Notary Public-State of Florida

Notary Seal



LISA VANDERBLOEMEN Notary Public-State of Florida Commission # HH 30571 My Commission Expires August 10, 2024

# Exhibit A

Lot 10, Block 1262, Marion Oaks Unit Nine, according to the map or plat thereof as recorded in Plat Book O, Page 164, Public Records of Marion County, Florida.

Parcel Identification Number: 8009-1262-10

File Number: 2023-52



# Marion County Board of County Commissioners

Building Safety • Licensing

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2400 buildinglicensing@marionfl.org

> Certified Mail – 7020 2450 0002 0559 4296 7020 2450 0002 0559 4289

December 11, 2024

Department of Business & Professional Regulation Larissa Vaughn – Field Office Manager 240 NW 76<sup>th</sup> Drive, Suite A Gainesville, FL 32607

RE: LRB – 2024-26 - Mark Clifton Norman dba Mark Norman Construction Inc / CGC1507750

We are forwarding for your records, a copy of the Marion County License Review Board decision of December 10, 2024.

The Marion County License Review Board hereby finds as fact: that Mark Clifton Norman is in violation of Marion County Code and Florida Statute 713 by letting the Notice of Commencement expire on permit, 2023100962. And: therefore, the Board's decision is to issue a Letter of Reprimand on file with DBPR and continue case for 30 days to the next License Review Board Hearing on January 14, 2025 to monitor progress. In addition, this Board will allow contractor to move forward on this job specifically in order to complete.

We feel this may be of some assistance to you. Should you have any concerns, please feel free to contact us.

Sincerely,

Antoinette Hernandez, License Review Board Secretary

### **Enclosures:**

- □ Administrative Complaint
- □ Notice to the Contractor
- □ Proof of Service
- ☐ Supporting Documents Presented at Hearing
- ☐ Minutes of Hearing / Transcript
- □ Final Order
- □ Other December 10, 2024 Board Order

**Empowering Marion for Success** 

marionfl.org

U.S. Postal Service<sup>™</sup> CERTIFIED MAIL® RECEIPT 5 Domestic Mail Only BY CANALY П П For delivery information, visit our website at www.usps.com®. + B 2024- QU AAD# 667560 5 05 Extra Services & Fees (check box, add fee as appropriate) Return Receipt (hardcopy) П 000 Return Receipt (electronic) Certified Mail Restricted Delivery Adult Signature Required DEC 13 2024 Adult Signature Restricted Delivery \$ Postage + **Total Postage and Fees** П 7020 Yessica Umanzor 13011 SW 60th Avenue Rd Ocala, FL 34473

See Reverse for Instructions

### Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service<sup>nd</sup> for a specified period.

#### Important Reminders:

- You may purchase Certified Mall service with First-Class Mail<sup>®</sup> First-Class Package Service<sup>®</sup>, or Priority Mail<sup>®</sup> service.
- Certified Mail service is not available for international mail.
- Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature).
     You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, Domestic Return Receipt; attach PS Form 3811 to your malipiece;

- for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS@-postmarked Certified Mail receipt to the retail associate.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only Provider; 200 robert For delivery information, visit our website at www.usps.com®. Ы Certified Mail Fee 0.5 Extra Services & Fees (check box, add fee a Return Receipt (hardcopy) Return Receipt (electronic) Certified Mail Restricted Delivery Adult Signature Required Adult Signature Restricted Delivery \$ Postage 1 П Total Postage and Fees Mark Clifton Norman 702 Mark Norman Construction Inc. 5540 NE 2nd Lane Ocala, FL 34470 See Reverse for Instructions отп 3800, April 2015 PSN 7530-02-000-9047

# Certified Mail service provides the following benefits: A receipt (this portion of the Certified Mail label). for an electronic return receipt, see a retail

 Electronic verification of delivery or attempted delivery.

A unique identifier for your mailpiece.

 A record of delivery (including the recipient's signature) that is retained by the Postal Service" for a specified period.

#### Important Reminders:

You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.

Certified Mail service is not available for

international mail.

Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase

- of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the malipiece, you may request the following services:
   Return receipt service, which provides a record
  - of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate. - Restricted delivery service, which provides

associate for assistance. To receive a duplicate

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mall receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking, If you don't need a postmark on this

Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.



### Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service<sup>\*</sup> for a specified period.

#### Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is not available for international mail.
- Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature).
     You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, Domestic Return Receipt, attach PS Form 3811 to your mailpiece;

- for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
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## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.
- 1. Article Addressed to:

Mark Clifton Norman Mark Norman Construction Inc. 5540 NE 2nd Lane Ocala, FL 34470



- 9590 9402 5886 0038 4500 56
- 2. Article Number (Transfer from service label) 7020 2450 0002 0559 4272

#### COMPLETE THIS SECTION ON DELIVERY

A. Signature B. Received by (Printed Name)

C. Date of Delivery D. Is delivery address different from item 1?

If YES, enter delivery address below:

- 3. Service Type
- ☐ Adult Signature Restricted Delivery Certified Mail®
- ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Insured Mail

☐ Adult Signature

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

Agent

□ No

☐ Addressee

- ☐ Registered Mail™ ☐ Registered Mail Restricted
- Delivery Beturn Receipt for Merchandise
- Signature Confirmation™ ☐ Signature Confirmation Restricted Deli 48

Domestic Return Receipt

~ 3811, July 2015 PSN 7530-02-000-9053

USPS TRACKING#

BACKSON VILLE FL 320

17 DEC 2024 AM 3 L

First-Class Mail Postage & Fees Paid USPS Permit No. G-10

9590 9402 5886 0038 4500 56

United States Postal Service Sender: Please print your name, address, and ZIP+4® in this box®

Board of County

Board of County Commissioners

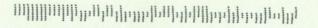
Building Department

2710 East Silver Springs Blvd.

Ocala, FL 34470

ULB 2024-26

MOHE (2001-40)





# Marion County Board of County Commissioners

Building Safety - Permitting

2710 E. Silver Springs Blvd. Ocala, FL 34470 Phone: 352-438-2400 buildingpermits@marionfl.org



DATE: 12/16/2024 11:51:26 AM

FILE #: 2024164084 OR BK 8493 PG 1022 REC FEES: \$10.00 INDEX FEES: \$0.00

DDS: \$0 MDS: \$0 INT: \$0



Certified A True Copy
of \_\_\_\_\_ page document
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_
GREGORY C. HARRELL
Clerk of Court and Comptroller
By \_\_\_\_\_\_\_ D.C.

# **Notice of Commencement**

Dermit no	2023 100962	Tax folio/Parcel ID: _	8009-1262-10
The undersi Florida Stat	gned hereby gives notice that in utes (FS) chapter 713, the follow	nprovement will be made to certain real ing information is provided in this notic	property, and in accordance with e of commencement.
1. Description	on of property should include the fu 10, Block 1262, Marion Oaks	ull legal description of property and street as S Unit 9 Marien County Horida	ddress, if available:
2. General o	description of improvement:	ew single family residence	
<ol> <li>Owner or a. Name b. Interes c. Name</li> </ol>	r lessee information, if lessee is con and address: <u>Herwin Boltran</u> it in property: <u>Fee Simple</u> and address of fee simple titlehold	ntracted for the improvement:  Varyas and Yessica Umanzor, 1513  er (if different from owner listed above):	80 SW 43° Ave RJ, Ocala, FL 34473
a. Nan	ne and address: 5540 NE 21	Construction, Inc. / Mark No d Lane, Ocala Fr 34470 572-3030	
5. Surety na	ame, address, and phone number	(if applicable, attach copy payment bond):_	
7 D	within the state of Florida as design	nated by owner upon whom notices of other	S. Florida Avenue, Lakeland, FL 35603 er documents may be served as provided by gnated person):
to receiv	on to himself or herself, owner desi re a copy of the Lienor's Notice as	gnates NA provided in Section FS section 713.13(1)(b the expiration date will be 1 year from the d	ofof
specified		,	
ARE CO YOUR F	INSIDERED IMPROPER PAYMENTS ( PAYING TWICE FOR IMPROVEMENT OON THE JOB SITE BEFORE THE FILE	JNDER CHAPTER 713, PART I, SECTION 713. TS TO YOUR PROPERTY. A NOTICE OF C	ATION OF THE NOTICE OF COMMENCEMENT 13, FLORIDA STATUTES, AND CAN RESULT IN OMMENCEMENT MUST BE RECORDED AND N FINANCING, CONSULT WITH YOUR LENDER OMMENCEMENT.
158	OFF CIN  To towner of lessee, or owners or lessee aut  OFF ON ON NEX  's title forfice	horized officer / director / partner / manager	Date 12-16-24
STATE	OF FLORIDA, County of Horse	/	was acknowledged before me by means of
<b>∆</b> physi	cal presence or I online notarization	n, this l 6 day of, De cousts	
Ву	By flerwin Belfran Vorges as Ou rer for  Authority / representative type; offings, trustee or attorney-in-fact		
155 18		Authority / repress	intative type; owner, trustee or attorney-in-ract
Name of	party/corporation/sompany for whom instrumen	t was executed Signature of Notary	
□ Perso	onally, known or 🗗 Froduced in	dentification <u>PC Driver Co</u>	HADIELIS HEIRA Notary Public - State of Florida Commission # HM 489706 My Comm. Expires Fib 6, 2028
		Empowering Marion for Success	
CARLE MAN		marionfl.org	

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