

A silhouette of a person's head and arm holding a hammer, set against a warm, orange-toned background. The person is positioned on the left, facing right, with the hammer raised as if about to strike. The background has a soft, glowing effect, possibly representing a sunset or a fire.

# Substantial Improvement or Substantial Damage

*Rebuilding your Home after the storm?*

*Adding on, renovation, or remodeling your Home?*

Here's information **YOU** need to know about the  
**“50% Rule”**

# SUBSTANTIAL IMPROVEMENT OR SUBSTANTIAL DAMAGE

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## NOTICE TO PROPERTY OWNERS

*Rebuilding your Home after the storm?  
Adding on, renovating, or remodeling your home?*  
Here's information **YOU** need to know about the "50% Rule".

If your home or business is below the 100-year flood elevation, we have flood damage prevention regulations that may affect how you remodel, renovate, or add on to your building. If your home or business sustained structural and/or interior damage, these regulations may affect how you rebuild. These laws are required by the National Flood Insurance Program to protect lives and investment from future flood damages. Your community must adopt and enforce these laws in order for federally-backed flood insurance to be made available to community residents and property owners.

### **SAVE YOURSELF TIME AND MONEY! PLEASE READ THE FOLLOWING INFORMATION:**

**SUBSTANTIAL DAMAGE** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value or replacement cost of the structure before the damage occurred. *(Note: The cost of the repairs must include all costs necessary to fully repair the structure to its before damage condition.)*

**Substantial Improvement** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement.

If a building is "substantially damaged" or "substantially improved", it must be brought into compliance with our flood damage prevention regulations, including elevating the building to or above the 100-year flood elevation.

Our community, following the National Flood Insurance Program requirements, has the responsibility to determine "substantial damage" and "substantial improvement", and has implemented the procedures on the following page to do so.

# **SUBSTANTIAL IMPROVEMENT OR SUBSTANTIAL DAMAGE**

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## **NOTICE TO PROPERTY OWNERS (CONTINUED)**

We will use the assessed value of your structure (excluding the land) recorded by the Property Appraiser's Office. If you disagree with the Property Appraiser's valuation of the structure, you may engage a State of Florida licensed property appraiser to submit a comparable property appraisal for the total market value of the structure.

You must obtain and submit to us a detailed and complete cost estimate for the addition, remodeling, reconstruction or for repair of all the damages sustained by your home, prepared and signed by a licensed general contractor. The contractor must sign an affidavit indicating that the cost estimate submitted includes all damages or all improvements to your home, not just structural. The signed contract document must be submitted. If the owner is the contractor, the owner is responsible for submitting the cost estimate, and providing documentation, including subcontractor bids, to document the cost estimate.

We will evaluate the cost of improvements or repairs and determine if they are fair and reasonable. For damage repairs, pre-storm prices and rates will be utilized. The cost of improvements or repairs does not include items not considered a permanent part of the structure. (*i.e., plans, surveys, permits, sidewalks, pools, screens, sheds, gazebos, fences, etc.*)(*see attached copy*)

If your home is determined to have "substantial damage" or is proposed to be "substantially improved", then an elevation certificate must be submitted to us to determine the lowest floor elevation. Garages and carports are not considered to be the "lowest floor".

If the lowest floor is below the 100-year flood elevation, the building must be elevated to, or above, that level. Likewise, all electrical and mechanical equipment (heating and cooling, etc.), bathrooms, and laundry rooms must be elevated to, or above, the 100-year floor level. Only parking, building access, and limited, incidental storage is allowed below the flood level. Non-residential buildings may be "flood-proofed" instead of being elevated.

If the lowest floor of the structure, including electrical and mechanical equipment and bathroom are already above the 100-year flood elevation, the building can be repaired and reconstructed without having to comply with the fifty percent (50%) rule.

Building plans must be prepared to show how the building is to be elevated. If located in a V-zone, Coastal High Hazard Area, or if the building is to be floodproofed, these plans must be prepared and certified by a registered professional engineer or architect. Certificates for this purpose are available from the Building and Zoning Department.

### **Donated or Discounted Materials:**

The value placed on materials should be equal to the actual or estimated cost of all materials to be used. Where materials or servicing equipment are donated or discounted below normal market values, the value should be adjusted to an amount equivalent to that estimated through normal market transaction.

### **Self or Volunteer Labor:**

The value placed on labor should be equal to the actual or estimated labor charge for repairs of all damages sustained the structure. Where non-reimbursed (volunteer) labor is involved, the value of the labor should be estimated based on applicable minimum hourly wage scales for the type of construction work to be completed. The local permitting official based on his/her professional judgment and knowledge of local/regional wages scales can provide additional guidance to determine reasonable labor rates for professional trades (*i.e. electricians, plumbers, block masons, framing, HVAC*).

# **SUBSTANTIAL IMPROVEMENT OR SUBSTANTIAL DAMAGE**

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## **ITEMS TO BE INCLUDED**

### **ALL STRUCTURAL ELEMENTS INCLUDING:**

Spread or continuous foundation footings and pilings  
Monolithic or other types of concrete slabs  
Bearing walls, tie beams and trusses  
Wood or reinforced concrete decking or roofing  
Floors and ceilings  
Attached decks and porches  
Interior partition walls  
Exterior wall finishes (e.g., brick, stucco or siding) including painting and decorative moldings  
Windows and doors  
Re-shingling or re-tiling a roof  
Hardware

### **ALL INTERIOR FINISH ELEMENTS, INCLUDING:**

Tiling, linoleum, stone or carpet over sub-flooring  
Bathroom tiling and fixtures  
Wall finishes (e.g., drywall, painting, stucco, plaster, panelling, marble or other decorative finishes)  
Kitchen, utility and bathroom cabinets  
Built-in bookcases, cabinets and furniture  
Hardware

### **ALL UTILITY AND SERVICE EQUIPMENT, INCLUDING:**

HVAC equipment  
Repair or reconstruction of plumbing and electrical services  
Light fixtures and ceiling fans  
Security systems  
Built-in kitchen appliances  
Central vacuum systems  
Water filtration, conditioning or recirculation systems

### **ALSO:**

Labor and other costs associated with demolishing, removing or altering building components  
Overhead and profit

# SUBSTANTIAL IMPROVEMENT OR SUBSTANTIAL DAMAGE

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## ITEMS TO BE EXCLUDED

Plans and specifications  
Survey costs  
Permit fees

Debris removal (e.g., removal of debris from building or lot, dumpster rental, transport fees to landfill and landfill tipping fees), and clean-up (e.g., dirt and mud removal, building dry out, etc.)

Items not considered real property such as: throw rugs (carpeting over finished floors), furniture, refrigerators, appliances which are not built-in, etc.

### OUTSIDE IMPROVEMENTS, INCLUDING:

Landscaping	Gazebos
Sidewalks	Detached structures (incl. garages)
Fences	Landscape irrigation systems
Yard lights	Docks and Davits
Swimming pools\spa	Seawalls
Screened pool enclosures	Driveways
Sheds	Decks

## ITEMS REQUIRED TO EVALUATE

Applicant must submit the following:

1. **Completed and signed application** for substantial damage/improvement review (included in package).
2. **Elevation certificate** if property is located above base flood elevation.
3. **Owner's reconstruction/improvement signed, notarized and dated** (included in package).
4. **Contractor's reconstruction/improvement affidavit** signed, notarized and dated (included in package).
5. **Estimated cost** of reconstruction/improvement form (included in package).
6. This **checklist**.
7. Copy of **construction contract**. If the owner is the contractor, submit all subcontractor bids to document the cost estimate.

# SUBSTANTIAL IMPROVEMENT OR SUBSTANTIAL DAMAGE

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## APPLICATION FOR SUBSTANTIAL DAMAGE OR SUBSTANTIAL IMPROVEMENT REVIEW

Property Address: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_

Property Owner's Address: \_\_\_\_\_

Property Owner's Phone Number: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Contractor's Phone Number: \_\_\_\_\_

Flood Zone \_\_\_\_\_ BFE \_\_\_\_\_ Lowest Floor Elevation \_\_\_\_\_  
*(Excluding garage or carport)*

Check one of the following:

- I **am** attaching a State Certified Appraiser's report of my property
- I am **not** attaching a State Certified Appraiser's report and I accept the use of the valuation of my property maintained by the County Property Appraiser's Office.

**SIGNATURES:**

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBSTANTIAL IMPROVEMENT  
OR SUBSTANTIAL DAMAGE**

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**PROPERTY OWNER'S  
SUBSTANTIAL DAMAGE OR  
SUBSTANTIAL IMPROVEMENT AFFIDAVIT**

Property Address: \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_  
Property Owner's Name: \_\_\_\_\_  
Property Owner's Address: \_\_\_\_\_  
Property Owner's Phone Number: \_\_\_\_\_

I hereby attest to the fact that the repairs/reconstruction and/or remodeling list submitted for the Substantial Damage or Substantial Improvement Review by me or by my contractor are **ALL OF THE DAMAGES/IMPROVEMENTS** sustained by this structure and will be done to the existing building and that all additions, improvements or repairs on the subject building are included in this estimated construction herewith. Neither I, nor any other contractor, will make any repairs or reconstruction of additions or remodeling not included in the attached list.

**I UNDERSTAND THAT I AM SUBJECT TO ENFORCEMENT ACTION, WHICH MAY INCLUDE FINES, IF ANY INSPECTION OF THE PROPERTY REVEALS THAT I, OR MY CONTRACTOR, HAVE MADE REPAIRS OR IMPROVEMENTS NOT INCLUDED ON THE ATTACHED LIST OF REPAIRS OR THE APPROVED BUILDING PLANS.**

See attached itemized list.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me this day personally appeared \_\_\_\_\_, who, being duly sworn, deposes and says that he/she has read, understands, and agrees to comply with all the aforementioned conditions.

\_\_\_\_\_  
*Property Owner's Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

**SUBSTANTIAL IMPROVEMENT  
OR SUBSTANTIAL DAMAGE**

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**CONTRACTOR'S  
SUBSTANTIAL DAMAGE OR  
SUBSTANTIAL IMPROVEMENT AFFIDAVIT**

Property Address: \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_  
Contractor's Company Name: \_\_\_\_\_  
Contractor's Address: \_\_\_\_\_  
Contractor's Phone Number: \_\_\_\_\_  
Contractor's State Registration or Certification Number: \_\_\_\_\_  
Contractor's Registration Number (if applicable): \_\_\_\_\_

I hereby attest to the fact that I, or a member of my staff, personally inspected the above mentioned property and produced the attached itemized list of repairs, reconstruction and/or remodeling which are hereby submitted for a Substantial Damage or Substantial Improvement Review. These damages/improvements are **ALL OF THE DAMAGES/IMPROVEMENTS** sustained by this structure, and that all additions, improvements or repairs proposed on the subject building are included in this estimate.

**I UNDERSTAND THAT I AM SUBJECT TO ENFORCEMENT ACTION, WHICH MAY INCLUDE FINES, IF ANY INSPECTION OF THE PROPERTY REVEALS THAT I, OR MY CONTRACTOR, HAVE MADE REPAIRS OR IMPROVEMENTS NOT INCLUDED ON THE ATTACHED LIST OF REPAIRS OR THE APPROVED BUILDING PLANS.**

See attached itemized list.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me this day personally appeared \_\_\_\_\_, who, being duly sworn, deposes and says that he/she has read, understands, and agrees to comply with all the aforementioned conditions.

\_\_\_\_\_  
*Property Owner's Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

# Cost Estimate of Reconstruction / Improvement

Application Number \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

This cost estimate of reconstruction/improvement must be prepared by and signed by the contractor or by the owner if the owner acts as the contractor. Owners who act as their own contractors must estimate their labor cost **at the current market value** for any work they intend to perform.

	Sub-Contractor Bids	Contractor or Owner Estimates	
	Bid Amounts (see note "D")	Material Costs	Labor Costs
1	Masonry		
2	Carpentry Material (rough)		
3	Carpentry Labor (rough)		
4	Roofing		
5	Insulation and Weatherstrip		
6	Exterior Finish (Stucco)		
7	Doors, Windows & Shutters		
8	Lumber Finish		
9	Hardware		
10	Drywall		
11	Cabinets (Built-in)		
12	Floor Covering		
13	Plumbing		
14	Shower / Tub / Toilet		
15	Electrical & Light Fixtures		
16	Concrete		
17	Built-in Appliances		
18	HVAC		
19	Paint		
20	Demolition & Removal		
21	Overhead & Profit		
<b>Subtotals</b>			

**Total Estimate Cost** (all three subtotals added together)

- 1) A copy of the signed construction contract must accompany this estimate.
- 2) Subcontractor bids may be used for any item of material and/or labor cost breakdown.
- 3) If any amounts appear in the "Sub-contractor" column, a copy of each signed and dated bid must accompany this form.
- 4) Cost backup must be provided for every line item entry. If any amounts appear in the "Sub-contractor" column, a copy of **each signed and dated bid must accompany this form**. For all other costs, you must list the quantity of materials to be installed and their unit cost on a separate sheet that references the line number. For example, the backup documentation may contain a section called "Drywall to be installed (line 10)":

	This sheet (line 10)	Separate Sheet
Materials:	2,000.00	1,000 sq ft 1/2" Drywall @ \$2.00/sq ft = \$2,000.00
Labor:	320.00	16MH to hang Drywall @ \$20.00/MH = \$320.00