

**CITY OF FORT PIERCE, FLORIDA**



**APPLICATION FOR DETERMINATION OF SUBSTANTIAL IMPROVEMENT**

This is a request for determination by the City's Floodplain Administrator as to whether or not the project constitutes "*substantial improvement*" in accordance with the Article X - Coastal Construction Code of the City of Fort Pierce. The following information is provided for your determination.

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

Property Address: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_ Market Value of Structure Only: I am attaching an appraisal report of my property by \_\_\_\_\_ who has Florida Certified Appraisal License # \_\_\_\_\_

\_\_\_\_\_ Estimated Market Value: I (we) am not submitting an appraisal report of my property. I (we) accept St Lucie County's assessment value of: \_\_\_\_\_

**Cost of Construction- Scope of Work Cost:**

**Repairs and/or Renovations**-Cost of Work (**Attach itemized list or a copy of detailed contract**): \$ \_\_\_\_\_

**Addition** -Cost of Work (**Attach itemized list or a copy of detailed contract**): \$ \_\_\_\_\_

**Total Cost of Construction** \$ \_\_\_\_\_

Note: The minimum acceptable cost per square foot shall be per the most recent Building Valuation Data for Florida as compiled by the International Code Council (ICC).

I (we) understand that "*substantial improvement*" means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds a cumulative total of fifty (50) percent of the market value of the structure either:

- (1) Before the repair or improvement is started; or
- (2) If the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

**Initials** \_\_\_\_\_

I (we) accept the attached estimate cost of construction or above work cost as a fair value of repair, reconstruction, alteration of my building. I (we) understand that the City may inspect my property to verify damages, additions, remodeling and reconstruction. If an inspection reveals that additional demolition, repair, reconstruction, alteration, remodeling or combination thereof, has been made which was not indicated on the attached list of construction of work amount cost, it will be considered a continuance of the work, and may result in Substantial Improvement. If the property is declared Substantially Damaged it will have to be elevated (or flood-proofed) in accordance with the Coastal Construction Code of the City of Fort Pierce.

**Initials** \_\_\_\_\_

I (we) understand that if the improvements to my (our) building are declared to be "*substantial improvements*", a building permit hold will be placed on this building until plans are submitted indicating that this structure will be constructed in accordance with the Coastal Construction Code of the City of Fort Pierce.

**Initials** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Co-owner



**CITY OF FORT PIERCE, FLORIDA**

**OWNER(S) SCOPE OF WORK AFFIDAVIT**

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

Job Address : \_\_\_\_\_

I (we) hereby attest to the fact that all additional repairs, reconstruction, alterations, remodeling, additions or combination thereof on this property will be limited to work as describe on the attached Scope of work form dated \_\_\_\_\_ prepared and by myself (us) in the amount of \$ \_\_\_\_\_.

No other individual or firm has made or will make any repairs, reconstruction, alterations, addition or combinations thereof not included in the above-mentioned scope of work.

I (we) understand that I (we) am (are) subject to enforcement action and/or penalties if inspection of the property reveal that I (we) have made repairs, reconstruction, alterations, remodeling, addition or combinations thereof **NOT INCLUDED ON THE SCOPE OF WORK, RECONSTRUCTION, ALTERATIONS, REMODELING, ADDITIONS OR COMBINATIONS THEREOF**, or that I (we) have included non-conforming or illegal structures/additions, to the existing structure without having presented plans for such repairs, reconstruction, alterations, remodeling or combinations thereof. I (we) understand that any permit issued by the City of Fort Pierce pursuant to this affidavit does not authorize the REPAIRS, RECONSTRUCTION, ALTERATIONS, REMODELING, ADDITIONS OR COMBINATIONS THEREOF, of structure the subject property.

If any damage beyond the *Scope of Work* is uncovered or additional repairs, reconstruction, alterations, remodeling, additions or combinations thereof occur or improvements are considered, I (we) shall notify The City Building Department immediately. By accepting the attached scope of Work submitted, I (we) assume all risk, that if, any work outside the attached describe, any additional damage exists or any improvements are installed during construction or within 60 months of the issuance of a Certificate of Completion, a recalculation will be done. If this extra work causes the structure to exceed the 50% threshold, the status of my structure will be changed from NON-SUBSTANTIALLY IMPROVED to SUBSTANTIALLY IMPROVED and consequently force my property to meet the elevation requirements set forth in the Coastal Construction Code of the City of Fort Pierce. I (we) understand that my acceptance of this determination is binding upon present owners, successors, and assigns. I (we) also accept the obligation to disclose this information as required by law.

Acknowledgement if the existing floor elevation of the above reference building is below the minimum required elevation by code and it is determined to be substantially improved or damage.

I (we) understand that if the project is completed without elevating to the minimum required elevation the property may be subject to actual risk flood insurance premiums, which could cost thousands of dollars a year. In addition, if no affordable flood insurance policy can be found financial institutions may deny a mortgage on this property. I (we) understand that this building remains subject to substantial determination review, and the costs indicated on the scope of work form is cumulative to any additional improvements or damages that could occur during sixty-month period after the certificate of completion for this approval has been issued. I (we) am (are) aware that the City reserves the right to inspect the project and the work will progress in accordance with the scope of work submitted. I (we) understand that I (we) am (are) responsible for calling for periodic inspections and a final inspection.

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

Before me, this day personally appeared \_\_\_\_\_,  
(Print Name(s))

who, being duly sworn deposes and says that he/she has read, understood, and agrees to comply with all of the aforementioned conditions.

\_\_\_\_\_  
(Signature of person making affidavit)

\_\_\_\_\_  
(Signature of person making affidavit)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2\_\_\_\_\_

\_\_\_\_\_  
Notary Public State of Florida

My commission expires \_\_\_\_\_



## CITY OF FORT PIERCE, FLORIDA

### **FEMA SUBSTANTIAL IMPROVEMENT / DAMAGE FEDERAL & CITY GUIDELINES**

*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. This term includes structures that have incurred "substantial damage", regardless of the actual repair work performed. - (Subchapter B - Insurance and Hazard Mitigation - Subpart A - General - § 59.1 Definitions)

*Cumulative Costs* – For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or any alteration of a structure listed on the National Register of Historic Places or the State Inventory of Historic Places.

### **ITEMS TO BE INCLUDED IN FEMA'S 50% RULE**

#### **All structural elements, including:**

- Spread or continuous foundation, footings and pilings
- Monolithic or other types of concrete slabs
- Bearing wall, 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 of roof
- Hardware

#### **All interior finish elements, including:**

- Tiling, linoleum, stone, or carpet over subflooring
- Wall finishes, e.g. drywall, painting, stucco, plaster, paneling, marble, or other decorative finishes
- Bathroom tiling and fixtures
- Built-in bookcases, cabinets, and furniture
- Hardware

- Kitchen, utility and bathroom cabinets

#### **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

### **ITEMS TO BE EXCLUDED FROM FEMA'S 50% RULE**

- 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, stoves not built-ins, etc.

#### **Outside improvements, including:**

- Landscaping
- Sidewalks
- Fences
- Yard lights
- Swimming pools
- Screened pool enclosures
- Sheds
- Gazebos
- Detached structures (including garages)
- Landscape irrigation systems





**CITY OF FORT PIERCE, FLORIDA**

**OWNER(S) SCOPE OF WORK FORM**

**FOR OWNER OCCUPIED SINGLE-FAMILY HOME WHEN OWNER IS DOING ALL OF THE WORK**

The following *values* of materials, servicing equipment and labor costs shall represent actual market values. No discounted below market costs are acceptable.

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

Job Address : \_\_\_\_\_

ITEMS	UNIT(S)	DESCRIPTION	MARKET COST OF MATERIALS
Blocks/Concrete & Forms / Demolition			\$
Lumber			\$
Roofing or Reroofing			\$
Insulation			\$
Exterior finish, Gutters, Etc.			\$
Doors, Windows & Shutters			\$
Finish - Interior Trim			\$
Cabinets – Built-ins			\$
Floor Coverings			\$
Plumbing Including fixtures			\$
Electrical Including Fixtures			\$
Built-in Appliances			\$
HVAC			\$
Interior Finish			
Wall Finishes (Paint, Paper, Etc.)			\$
Additional items		Attached is additional information with complete details	\$
Free labor by owner and family members		<b>Market value of labor</b>	\$
		<b>TOTAL</b>	\$

I (we) hereby attest to the fact that I (we) personally prepared the *Scope of Work* assigned to the above building and it does include everything that is to be done to this building.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

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