



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 Chapter 109 “Floodplain Management” of the City of Fort Pierce Code of Ordinance. 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 # _____ Value of \$ _____ (Substantial Improvement/damage if it meets or exceeds \$ _____)

_____ Estimated Market Value: I (we) am not submitting an appraisal report of my property. I (we) accept St. Lucie County’s assessment value of: \$ _____ (Substantial Improvement/damage if it meets or exceeds \$ _____)

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	\$ _____

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 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 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 Chapter 109 “Floodplain Management” of the City of Fort Pierce Code of Ordinance. **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 Chapter 9 “Floodplain Management” of the City of Fort Pierce Code of Ordinance. **Initials** _____

Signature: _____ Date: _____
(owner)

Signature: _____ Date: _____

CITY OF FORT PIERCE, FLORIDA
SCOPE OF WORK AFFIDAVIT

Property Owner's Name(s): _____

Job Address: _____

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

No other individual or firm has made or will make any repairs, reconstruction, alteration, 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, alteration, remodeling, addition or combinations thereof **NOT INCLUDED ON THE SCOPE OF WORK, RECONSTRUCTION, ALTERATION, 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, alteration, 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 COMBINATION 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. If this extra work cause 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 elevation requirements set forth in Chapter 109 "Floodplain Management" of the City of Fort Pierce Code of Ordinance. 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 referenced 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. 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 _____, 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 AND 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-ss 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 ● Attached decks and porches and pilings ● Interior partition walls
- Monolithic or other types of concrete ● Exterior wall finishes (e.g. brick, stucco, slabs or siding) including painting and
- Bearing wall, tie beams and trusses decorative moldings
- Wood or reinforced concrete decking or ● Windows and doors roofing ● Re-shingling or re-tiling of roof
- Floors and ceilings ● Hardware

All interior finish elements, including:

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

All utility and service equipment, including:

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

Also:

- Labor and other costs associated with demolishing, removing or altering building components
- Site preparation related to the improvement or repair
- Demolition and construction debris disposal
- Overhead and profit

ITEMS TO BE EXCLUDED FROM FEMA’S 50% RULE

- Plans and specifications ● Survey costs ● Permit fees
- Clean-up and trash removal
- Items not considered real property, such as: throw rugs (carpeting over finished floors), furniture, refrigerators, stoves not built-ins, etc.

Outside improvements, including:

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

CITY OF FORT PIERCE, FLORIDA SCOPE OF WORK FORM

_____ Owner Builder Project – Owner is doing all the work – complete below table

_____ Contractor Project – Contractor and subcontractor doing the work –**COMPLETE BELOW TABLE & submit copies of detailed contracts/estimates from all contractors involved in the project.**

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	Description	Market Cost of Materials	Market Cost of Labor
Blocks/Concrete & forms/Demolition			
Lumber			
Roofing or Reroofing			
Insulation			
Drywall			
Exterior finish, Gutters etc			
Doors, Windows, & Shutters			
Finish - Interior Trim			
Cabinets – Built-ins			
Floor Covering			
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	Market value of labor		
	TOTAL		

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