



National Flood Insurance Program SUBSTANTIAL DAMAGE/ SUBSTANTIALIMPROVEMENT NOTICE WORKSHEETS and AFFIDAVITS for PROPERTY OWNERS

*Rebuilding your Home after the storm?
Adding on, renovating, or remodeling your home?*

You need to know about *the 50% Rule*.

If your home or business is below the 100-year flood elevation or base flood elevation, as determined by the City of Venice, you may be affected by 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 (NFIP) to protect lives and investments from future flood damage. Your community must adopt and enforce these laws for the availability of federally backed flood insurance and most forms of disaster assistance to be available to the community, residents, and property owners.

Save yourself time, aggravation, 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 the City of Venice flood damage prevention regulations, including elevating the building at or above the 100-year flood elevation or base flood elevation (BFE) plus 1' for freeboard (as required by the Florida Building Code).

The City of Venice, following National Flood Insurance Program requirements, has the responsibility to determine "substantial damage" and "substantial improvement" and has implemented the following procedures for doing so:

- 1) The City will estimate Market Value by using the tax assessment value of your structure (excluding the land). If you disagree with this estimate of Market Value, you may hire a state licensed appraiser and submit a comparable property appraisal for the depreciated value of the structure.

- 2) You must obtain and submit, to the City, a detailed and complete cost estimate for the addition, remodeling, reconstruction, or for repair of all the damages sustained by your home. The estimate needs to be prepared and signed by a licensed general contractor. The contractor must sign an affidavit indicating that the cost estimate submitted includes all damage repairs or improvements to your home, not just structural. *See attached copy.*

The City 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 used. 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.*

- 3) If your home is determined to have "substantial damage" or is proposed to be "substantially improved," then an Elevation Certificate must be submitted to the City to determine the lowest floor elevation. Garages and carports are not considered in the "lowest floor" determination.
- 4) If the lowest floor is below the 100-year flood elevation or BFE plus 1' for freeboard, the building must be elevated at or above the BFE plus 1'. Likewise, all electrical and mechanical equipment (heating and cooling, etc.) as well as all bathrooms and laundry rooms must be elevated at or above the BFE plus 1'. Only parking, building access, and limited incidental storage of items not covered under the "standard flood insurance policy" are allowed below the BFE. Non-residential buildings may be structurally "dry flood-proofed" instead of being elevated.

If the lowest floor, electrical and mechanical equipment, laundry facilities, and bathrooms are already at or above the 100-year flood elevation or BFE plus 1', the building may be repaired and reconstructed without further modifications.
- 5) Building plans must be prepared to show how the building will be elevated. If the building will be flood proofed, these plans must be prepared and certified by a registered professional engineer or architect. Certificates for this purpose are available from the City's Building Official.
- 6) Following a Presidential disaster declaration, the Small Business Administration may make loans available for elevating homes and businesses at or above the BFE plus 1'. Proof of "substantial damage" from the City of Venice is required.

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 subflooring Bathroom tiling and fixtures
- Wall finishes, e.g., drywall, painting, stucco, plaster, paneling, 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

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)
- Clean-up (e.g., dirt and mud removal, building dry out, etc.)

Items not considered real property, such as the following:

- Throw Rugs (i.e., carpeting over finished floors)
- Furniture
- Refrigerators
- Stoves (not built in, etc.)

Outside improvements, including:

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

ITEMS REQUIRED TO DETERMINE SUBSTANTIAL DAMAGE/IMPROVEMENT

Applicant must submit the following:

1. Completed application.
2. Detailed Cost of Improvement/Reconstruction Estimate and affidavit, signed by a general contractor with a copy of contractor's license certificate.
3. Elevation Certificate
4. Current photos, or photos before and after the storm (if available).
5. Floor plan drawing (if available).
6. Owner's affidavit (signed and dated).
7. Contractor's affidavit (signed and dated).

GUIDELINES FOR COMPLETING THE ATTACHED RECONSTRUCTION/IMPROVEMENT COST ESTIMATE
 Reconstruction/Repair Ratio = Percentage of item that must be repaired or reconstructed. Divide the line-item cost by the contract valuation for the percentage. The percentages when totaled will equal 100%.

ITEMS	COST Labor + Materials	Reconstruction/Repair Ratio of Work	Official Use
Concrete, Form, etc.	\$4,500.00	29%	
Carpentry Material (rough)	\$9,004.00	58%	
Doors, Windows, Shutters	\$2,046.00	13%	
Total:		100%	

ESTIMATED COST OF RECONSTRUCTION/IMPROVEMENT

Building Permit No. _____

Address: _____

This Cost Estimate of Reconstruction/Improvement must be prepared and signed by a licensed General Contractor.

ITEMS	COST Labor + Materials	Reconstruction/Repair Ratio of Work	Official Use
Concrete, Form, etc.			
Carpentry Material (rough)			
Carpentry Labor (rough)			
Roofing			
Insulation & Weather Strip			
Exterior Finish (stucco)			
Doors, Windows, Shutters			
Lumber Finish			
Carpenter Labor (finish)			
Hardware (rough)			
Hardware (finish)			
Built-in Cabinets			
Floor Covering (tile/rug)			
Plumbing			
Shower, Tub, Toilet			
Electrical			
Light Fixtures			
Built-in Appliances			
HVAC			
Paint			
Demolition and Removal			
Overhead and Profit			
TOTAL	\$	100%	

Please attach any additional information.

Contractor Name: _____ CGC License #: _____

Address: _____ Phone: _____

Email: _____

Signature: _____ Date: _____

Contractor
RECONSTRUCTION/IMPROVEMENT AFFIDAVIT

BUILDING PERMIT NO. _____

Contractor Name: _____ License #: _____

Phone: _____ Email Address: _____

Owner Name: _____

Property Address: _____ Phone: _____

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 list which are hereby submitted for a Substantial Damage/ Improvement review. These damages/ improvements are ALL OF THE DAMAGES/IMPROVEMENTS sustained by this structure, and all additions, improvements, or repairs proposed on the subject building are included in this estimate.

I understand that I am subject to enforcement and penalties for violation action and/or fines if the inspection of the property reveals that I have made repairs or improvements NOT INCLUDED ON THE ATTACHED LIST OF REPAIRS/IMPROVEMENT to THIS STRUCTURE or any non-conforming or illegal structures/additions, or repairs are included to the existing structure without having presented plans for such additions. I understand that any permit issued by the City of Venice pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal additions, fences, sheds or non-conforming uses or structures on the subject property. See Attached Itemized list.

Total Labor & Materials: \$ _____ Overhead & Profit: \$ _____ Total Cost: \$ _____

STATE OF FLORIDA
COUNTY OF SARASOTA

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.

Signature/s:

Contractor

Sworn to and subscribed before me this _____ day of _____, A.D. 20 _____

Notary Public, State of Florida

My commission expires:

Architect
RECONSTRUCTION/IMPROVEMENT AFFIDAVIT

BUILDING PERMIT NO. _____

Architect Name: _____ License #: _____

Phone: _____ Email Address: _____

Owner Name: _____

Property Address: _____ Phone: _____

I have prepared (or directly supervised the preparation of) a set of construction plans and specifications for the project located at the above-noted property. I have personally reviewed the attached Reconstruction/Improvement Cost Breakdown which was signed by the Contractor and Owner. The materials listed in the attached Reconstruction/Improvement Cost Breakdown constitute the entire scope of work to be constructed using the plans and specifications prepared by me (or under my direct supervision).

Additionally, I Understand: I will not be held responsible for actions taken by the contractor, or the homeowner without my knowledge or approval. I am subject to enforcement action and/or fines if I subsequently alter the "Reviewed Construction Plans" to increase the scope of work without prior authorization from the City of Venice. The grade of materials may vary as to the manufacturer but may not exceed the costs stated on the attached Reconstruction/Improvement Cost Breakdown. Any permit issued by the City of Venice pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal additions, sheds or other non-conforming uses or structures on the subject property.

Total Labor & Materials: \$ _____ Overhead & Profit: \$ _____ Total Cost: \$ _____

STATE OF FLORIDA
COUNTY OF SARASOTA

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.

Signature/s: _____ Architect

Sworn to and subscribed before me this _____ day of _____, A.D. 20 _____

Notary Public, State of Florida

My commission expires: