



ITEMS NEEDED FOR RESTORATION PERMIT APPLICATION SUBMITTAL

Contractor pulled permits:

1. Completed permit application and substantial damage packet with all affidavits.
2. Detailed and clear scope of work.
3. Cost breakdown sheet.
4. Copy of signed contract.

Owner Builder pulled permits:

1. Completed permit application and substantial damage packet with all affidavits.
2. Detailed and clear scope of work.
3. Cost breakdown sheet.

You can use the following to help prepare your cost estimate:

1. FEMA SD Estimator: <https://www.fema.gov/emergency-managers/risk-management/building-science/substantial-damage-estimator-tool>
2. Department of Labor: <https://www.bls.gov/>.
3. Homewyse: <https://www.homewyse.com/>.

FEMA P-758 Substantial Damage - <https://www.fema.gov/fact-sheet/substantial-damage-quick-guide>

Accuracy and Verification 4.2

Costs of proposed repairs or improvements and market values are needed to determine whether proposed work is SI/SD. Methods for obtaining this information are described in Sections 4.4 and 4.5, respectively. Local officials are responsible for verifying that the data are complete and reasonable. **The local official is responsible for reviewing the validity of all cost estimates provided by applicants, whether prepared by licensed contractors, engineers, architects, professional cost estimators, or by property owners.** When work is repair of damage, an inspection visit should be made to verify that the proposed work is all of the work that is necessary to restore the building to its pre-damage condition.

[Determining Costs of Improvements and Costs to Repair 4.4](#)

The term "costs of improvements" includes the complete costs associated with all of the types of work that are described in Chapter 6. The term "costs to repair" includes the costs of all work necessary to restore a damaged building to its pre-damage condition. Both terms include the costs of all materials, labor, and other items necessary to perform the proposed work. Costs that must be included are described in Section 4.4.1 and certain costs that may be excluded are described in Section 4.4.2. Figure 4-2 illustrates the steps that local officials need to take in order to determine costs for making SI/SD determinations. The term "substantial damage" refers to the repairs of all damage sustained and cannot reflect a level of repairs that is less than the amount of the damage sustained. If an owner does not intend to repair the damaged building right away or if the owner cannot afford to make all re-pairs immediately, the local official should inspect the property to determine whether, based on estimates, the work required to restore it to its pre-damage condition will constitute substantial damage. If this is the case, then the cost to repair is compared to the building's market value and the local official should provide written notice to the owner of the substantial damage determination.

SUBSTANTIAL IMPROVEMENT/DAMAGE NOTICE TO PROPERTY OWNERS

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

Hernando County has 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 your lives and investments 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, aggravation and money. Please read the following information:

SUBSTANTIAL DAMAGE shall mean damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

(Note: the cost of the repairs must include all costs necessary to fully repair the structure to before damage condition)

SUBSTANTIAL IMPROVEMENT shall mean any repair, reconstruction, rehabilitation, addition or improvement of a building or structure the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure

All repairs and improvements must be permitted through the Development Department for properties subject to the Substantial Improvement/Damage review. Even some improvements that typically do not require a permit (i.e. cabinets, floor covering replacement, fixture replacement) must be evaluated as a remodel since the value must be included in the calculation for this review.

If a building is “substantially damaged” or “substantially improved”, it must be brought into compliance with Hernando County Code of Ordinances flood damage prevention regulations, including elevating the building 1' above the Base Flood Elevation. Likewise, all electrical and mechanical equipment (heating and cooling, etc.), bathrooms and laundry rooms must be elevated as well or removed from the flood hazard area. 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. Building permits are required for elevating the structure if necessary.

Hernando County, following National Flood Insurance Program requirements, has the responsibility to determine “substantial damage” and “substantial improvement” and has implemented the following procedures to do so:

1. Hernando County will estimate Market Value by using the tax assessment value of your structure (excluding the land and features). If you disagree with this estimate of Market Value, you may hire a state licensed appraiser and submit a certified property appraisal for the depreciated value of the structure.
2. You may be required to obtain and submit to Hernando County, a detailed and complete cost estimate for the addition, remodeling, reconstruction or for repair of all the damages sustained by your home/business, 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, not just structural. Hernando County will evaluate the cost of improvement or repairs and determine if they are acceptable. For damage repairs, **pre-storm prices** and rates will be utilized.
3. In some cases, Elevation Certificates may be requested in order to determine if Substantial Improvement/Damage regulations apply.

Following a Presidential disaster declaration, the Small Business Administration may make loans available for both homes and businesses for purposes of elevating the structure to or above the 100-year flood elevation. Proof of “substantial damage” from Hernando County Development Department is required.

Attached is a guidance list of items to be included and excluded from the Substantial Improvement / Substantial Damage review.

This is intended to be an informational sheet to the Substantial Improvement / Substantial Damage review process. There may be additional information and documentation required based on individual circumstances.

If you have any additional questions, please contact our department for assistance.

789 Providence Blvd.
Brooksville, FL 34601
Phone 352-754-4048

Hernando County **SUBSTANTIAL DAMAGE/IMPROVEMENT ESTIMATE**

Department of Development Services

FACT Sheet: Additions/ Remodel/ Repair in "AE" and "VE" Flood Zones

Address:			
Year Built:		Living Sqft:	
FIRM:			
Zone:		Estimated Roof Sqft:	
Finished Floor Elevation:		Roof Type:	S

Estimated Damage Repair Costs to Pre-Storm Conditions:				
Structural element and exterior finishes , including	Sqft	Material	Labor	Subtotal
Foundation				
Monothic or other types of concrete slabs				
Bearing Walls, Tie Beams, Trusses				
Joist, Beams, subflooring, framing, ceilings				
Interior non-bearing walls				
Exterior finishes (e.g., Brick, stucco, siding, painting, and trim)				
Windows and Exterior Doors				
Gutters, and Downspouts				
Hardware				
Attached Decks and Porches				
<i>Structural Subtotal</i>				
Interior Finsh Elements, Incluiding:				
Flooring (e.g., hardwood, ceramic, vinyl, lenolium, stone, and wall-to-wall carpet over subflooring)				
Bathroom tiling and fixtures				
Wall finishes (e.g., drywall, paint, stucco, plaster, paneling, and marble)				
Built-In Cabinets (e.g., Kitchen, utility, entertainment, storage, and bathroom)				
Interior Doors				
Interior Finish Capentry				
Built-in Bookcases and furniture				
Hardware				
Insulation				
Interior Construction Demolition				
<i>Interior Subtotal</i>				
Utility and service equipment, including:				
Heating, Ventilation, and air conditioning (HVAC) equipment				
Plumbing fixtures and piping				
Electrical wiring, outlets, and switches				
Light Fixtures and ceiling and ceiling fans				
Security systems				
Built-in appliances				
Central vacuum systems				
Water filtration, conditioning, and recirculation systems				
<i>Utility and Service Subtotal</i>				
Profit and Overhead				
Structure Subtotal				
Shingle				
Profit and Overhead				
Roof Subtotal				\$0.00
Total Estimated Damage Repair Costs				\$0.00

*This is a preliminary estimate and may not include all associated costs with repairing the property to pre-storm conditions.
All associated aformentioned costs must be included in an official substaintial damage determination per section 4.4.1. of the FEMA P-758.*

Other Related work		\$0.00
Substantial Damage Test:		
Assessed Market Value:		
Market Value x 0.5:		\$0.00
Total estimated damage costs:		\$0.00





REPAIR AFFIDAVIT - SPECIAL FLOOD HAZARD AREA

Property Owner(s) Name: _____

Property Address: _____

Property Owner(s) Address: _____

Property Owner(s) Phone Number and Email: _____

I hereby attest that the repairs, reconstruction and/or remodeling permit application for the Substantial Damage or Substantial Improvement Review by me or by my contractor address **ALL OF THE DAMAGES/IMPROVEMENTS** sustained by this structure and the repairs, reconstruction and/or remodeling will be completed in compliance with the existing building code, and that the cost of all repairs, reconstruction and/or remodeling to be completed on the subject building that are included on the permit application **does not exceed 50%** of the market value of the structure before the damage occurred.

Neither I, nor any other contractor, will make any repairs, reconstruction, remodeling, or any other improvements not included in the permit application.

Affiant(s) further understands that any permit issued by Hernando County pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal addition, fence, sheds, non-conforming use, or structure on the subject property. Any performed or proposed repairs or improvements in addition to those contained in this permit application are to be immediately disclosed to the Hernando County Development Department.

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, RECONSTRUCTION AND/OR REMODELING, OR ANY OTHER IMPROVEMENTS NOT INCLUDED ON THE PERMIT APPLICATION SUBMITTED OR THE APPROVED BUILDING PLANS.

AFFIANT(S):

Signature

Date

Signature

Date

Print Name

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____, who is (____) personally known to me or (____) who has produced _____, as identification, and who (____) did or (____) did not take an oath.

Signature of Notary Public
My Commission Expires:

Printed Name or Stamp of Notary

RECONSTRUCTION AND/OR IMPROVEMENT AFFIDAVIT

Application no: _____

Owner's name: _____

Property address: _____

Owner phone number and email: _____

Contractor name: _____

License number: _____

Contractor phone and email _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME the undersigned authority personally appeared _____ and/or _____ who was sworn and under penalty of perjury deposes and says that he/she/they has/have read, understands, and agrees to comply with all the aforementioned conditions:

1. Affiants, owner and contractor or contractor's staff, have inspected the subject property and produced the attached **itemized project list**. The list which is incorporated herein, of repairs, reconstruction, remodeling damages or improvements which are hereby submitted to Hernando County for a substantial damage or improvement review.
2. Affiants have received "Notice to Owner" sheet.
3. Affiants warrant that the damages, repairs, reconstruction, or remodeling costs or improvements are all of the damages sustained or improvements that will be made to the subject structure and all additions, improvements, or repairs are included in the itemized list attached hereto.
4. **Owner affiant** understands that he/she may be subject to enforcement action including, but not limited to, criminal or civil penalties and fines if inspection of the property reveals that repairs or improvements have been made to the subject property by affiant or any person or entity under affiant's direction or control that were not included in the itemized list attached hereto and incorporated herein.

Contractor affiant understands that the affiant, affiant's construction entity, affiant's employees or agents may be subject to enforcement action including, but not limited to, criminal or civil penalties; fines or loss of any licenses issued by the County or state or having permit privileges revoked if inspection of the property reveals that repairs or improvements have been made to the subject property by affiant or any person or entity under affiant's direction or control that were not included in the itemized list attached hereto and incorporated herein.

5. Affiants further understands that any permit issued by Hernando County Pursuant to this affidavit does not authorize the reconstruction, repair or maintenance of any illegal addition, fence, sheds, non-conforming use, or structure on the subject property.
6. Affiants under penalty of perjury states that for repair, improvement, reconstruction, etc. on the itemized list incorporated herein his costs and expenses are as follows:

Total Labor and Materials	_____
Overhead and Profit	_____
Total Costs	_____

7. Affiants agree to provide the County with verification of the items listed in paragraph 6 herein if requested, failure to do so will subject affiant to the penalties and fines set forth in the affidavit.
8. Any performed or proposed repairs or improvements in addition to those contained in this permit application are to be disclosed to the Hernando County Development Department.

AFFIANT-OWNER

SWORN TO and subscribed before me on this _____ day of _____, 20____, By _____, who (____) is personally known to me or (____) has produced _____ as identification, and who (____) did or (____) did not take an oath.

AFFIANT- CONTRACTOR

SWORN TO and subscribed before me on this _____ day of _____, 20____, By _____, who (____) is personally known to me or (____) has produced _____ as identification, and who (____) did or (____) did not take an oath.

SIGNATURE OF NOTARY PUBLIC
Type/Print/Stamp Name of Notary

SIGNATURE OF NOTARY PUBLIC
Type/Print/Stamp Name of Notary

SUBSTANTIAL IMPROVEMENT OR SUBSTANTIAL DAMAGE

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.

See attached itemized list.

STATE OF _____

COUNTY OF _____

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

Contractor's Signature

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

Notary Public State of: _____
My commission expires: _____

**SUBSTANTIAL IMPROVEMENT
OR SUBSTANTIAL DAMAGE**

PROPERTY
OWNER

**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 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 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: _____

Costs for Substantial Improvements and Repair of Substantial Damage

Included Costs

Items that must be included in the costs of improvement or costs to repair are those that are directly associated with the building. The following list of costs that must be included is not intended to be exhaustive, but characterizes the types of costs that must be included:

- Materials and labor, including the estimated value of donated or discounted materials and owner or volunteered labor
- Site preparation related to the improvement or repair (foundation excavation, filling in basements)
- Demolition and construction debris disposal
- Labor and other costs associated with demolishing, moving, or altering building components to accommodate improvements, additions, and making repairs
- Costs associated with complying with any other regulation or code requirement that is triggered by the work, including costs to comply with the requirements of the Americans with Disabilities Act (ADA)
- Costs associated with elevating a structure to an elevation that is lower than the BFE
- Construction management and supervision
- Contractor's overhead and profit
- Sales taxes on materials
- Structural elements and exterior finishes, including:
 - Foundations (e.g., spread or continuous foundation footings, perimeter walls, chainwalls, pilings, columns, posts, etc.)
 - Monolithic or other types of concrete slabs
 - Bearing walls, tie beams, trusses
 - Joists, beams, subflooring, framing, ceilings
 - Interior non-bearing walls
 - Exterior finishes (e.g., brick, stucco, siding, painting, and trim)
- Structural elements and exterior finishes (cont.):
 - Windows and exterior doors
 - Roofing, gutters, and downspouts
 - Hardware
 - Attached decks and porches
- Interior finish elements, including:
 - Floor finishes (e.g., hardwood, ceramic, vinyl, linoleum, stone, and wall-to-wall carpet over subflooring)
 - Bathroom tiling and fixtures
 - Wall finishes (e.g., drywall, paint, stucco, plaster, paneling, and marble)
 - Built-in cabinets (e.g., kitchen, utility, entertainment, storage, and bathroom)
 - Interior doors
 - Interior finish carpentry
 - Built-in bookcases and furniture
 - Hardware
 - Insulation
- Utility and service equipment, including:
 - HVAC equipment
 - Plumbing fixtures and piping
 - Electrical wiring, outlets, and switches
 - Light fixtures and ceiling fans
 - Security systems
 - Built-in appliances
 - Central vacuum systems
 - Water filtration, conditioning, and re-circulation systems

Excluded Costs

Items that can be excluded are those that are not directly associated with the building. The following list characterizes the types of costs that may be excluded:

- Clean-up and trash removal
- Costs to temporarily stabilize a building so that it is safe to enter to evaluate required repairs
- Costs to obtain or prepare plans and specifications
- Land survey costs
- Permit fees and inspection fees
- Carpeting and recarpeting installed over finished flooring such as wood or tiling
- Outside improvements, including landscaping, irrigation, sidewalks, driveways, fences, yard lights, swimming pools, pool enclosures, and detached accessory structures (e.g., garages, sheds, and gazebos)
- Costs required for the minimum necessary work to correct existing violations of health, safety, and sanitary codes
- Plug-in appliances such as washing machines, dryers, and stoves