

## **MEMO**

### **50% RULE**

#### **RE: CONSTRUCTION IN THE FLOODPLAIN**

As a result of the Crisp County Commission's participation in the National Flood Insurance Program, new structures and existing structures undergoing substantial improvement (repairs or modifications in excess of 50 per cent of fair market value) must elevate above the BFE (Base Flood Elevation), which has been set by FEMA for the following areas:

- An elevation of 9 feet above normal pool (237) has been established East of Hwy. 300 at Swift Creek;
- An elevation of 10 feet above normal pool (237) has been established for the lake area West of Hwy. 300 to South of Hwy. 280;
- An elevation of 11 feet above normal pool (237) North of the Hwy. 280 bridge to the Dooly County line.

The BFE measurement is to the lowest structural floor member (beam, girder, joist, etc.).

Elevation is required, as well, for mechanical (including ductwork) and electrical components.

On existing structures not undergoing "substantial improvement", mechanical components and the like need not be elevated, although it may be wise to do so.

Well casings are to be elevated above the BFE.

Septic systems should be located out of the flood zone wherever possible.

I was given the flood packet information that pertains to the 50% RULE at the time I applied for a building permit in the flood prone area.

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

\_\_\_\_\_  
Homeowner/Contractor



# **NATIONAL FLOOD INSURANCE PROGRAM**

## **THE 50% RULE FOR**

### **SUBSTANTIAL DAMAGE AND**

### **SUBSTANTIAL IMPROVEMENT**

**SUBSTANTIAL DAMAGE – Pre-FIRM buildings** (structures existing or built prior to the effective date of the first Floodplain Management Ordinance adopted by Crisp County on December 13, 1994) must be elevated if damaged by any cause for which repair costs are **50% or more** of the value of the building. Damage can occur from flooding, fire, wind, or man. This applies to all buildings in a flood hazard area, regardless if the building has flood insurance.

The costs to repair must be calculated for full repair to “before-damage” condition, even if the owner elects to do less. The total costs to repair include both structural and finish materials and labor.

**SUBSTANTIAL IMPROVEMENT-50% OR MORE** – When a **Pre-FIRM** building (existing or built prior to December 13, 1994) is proposed to be remodeled, renovated, rehabilitated, added to, or in any way improved, the proposed modifications must be evaluated for “substantial improvement: If the total costs of improvements are **50% or more** of the building value (Fair Market Value), the building must be elevated, etc., just like “substantial damage”. “Total costs”, means all structural costs, as well as all finish materials, built-in appliances, hardware, in addition to profit and overhead.

**SUBSTANTIAL IMPROVEMENT – UNDER 50% OF FMV (Fair Market Value)** – Improvements on a **Pre-FIRM** building (structures existing or built prior to the effective date of the first Floodplain Management Ordinance adopted by Crisp County prior to December 13, 1994) which has an existing roof line and foundation (example: covered porch; open carport; enclosed garage) that space can be utilized as living space as long as the **“Total Costs”** of improvements do not exceed **50% of FMV** (value of structure **ONLY**, when the first initial permit for improvement is granted). If you add beyond the existing **Pre-FIRM** roofline (existing or built prior to December 13, 1994) – that addition must be elevated, as it is considered “new construction”. “Total Costs” means all structural costs, as well as finished materials, built-in appliances and hardware, in addition to profit and overhead. Please note if you choose to modify and occupy the approved areas, your flood insurance may increase if those areas are lower than the existing structure.

**“SUBSTANTIAL IMPROVEMENT”** – means any combination of repairs, reconstruction, alteration, or improvements to a building, taking place during a 5-year period, in which the cumulative cost equals or exceeds fifty percent of the market value of the structure prior to the improvement. This is the market value that is used on all substantial improvements for the lifetime of the building – if you exceed the **50% Rule**, then the building will have to be elevated. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures, which have incurred (substantial damage: regardless of the actual amount of repair work performed).

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 building. The term does not, however,



include those improvements of a building required to comply with existing health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, which have been pre-identified by the Code Enforcement Official, and not solely triggered by an improvement or repair project.

**COSTS TO BE INCLUDED:** The Construction costs to be calculated for both substantial damage and improvement include both structural and finish labor and materials. This includes lighting fixtures, built-in appliances, interior moldings, paneling, tiling, wall-to-wall carpet over subflooring, built-in cabinets, etc. The cost to demolish undamaged building components must be established and included. Overhead and profit are also included, but not the cost of permits. Many of these costs are not normally calculated for purposes of a building permit, nor are they regulated as part of the Building Code. But, they must be calculated for compliance with the **50% Rule**. (see attached lists)

**WHEN MAPS ARE REVISED:** Substantial Damage and Substantial Improvement can affect **Post-FIRM** buildings, too! If the FIRM's are revised, and the flood elevations increase, many **Post-FIRM** buildings may be affected. The **50% rule** applies to them now as well! So, check the **FIRM's**, find out what flood elevation was in effect when the building was constructed, and what it is today. All additions to a **Post-FIRM** structure must be elevated to or above the current BFE, whether they are "substantial" or not.

**CUMULATIVE COSTS** Substantial Damage and Substantial Improvement are subject to "**cumulative**" clauses. A combination of permits which includes repairs, reconstruction, alteration, or improvements to a building, taking place during a 5-year period, in which the cumulative cost equals or exceeds fifty percent of the market value of the structure prior to the improvement. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures, which have incurred "substantial damage", regardless of the actual amount of repair work performed.

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 building. The term does not, however, include those improvements of a building required to comply with existing health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions, which have been pre-identified by the Code Enforcement Official, and not solely triggered by an improvement or repair project.

**APPLICATION FORMS:** Attached are application forms for "Substantial Damage/Improvements" that must be submitted and approved by the Planning Department before a permit can be issued. The forms include instructions on calculating all costs, as well as affidavits for the contractor and property owner.

**CRISP COUNTY  
APPLICATION FOR  
SUBSTANTIAL DAMAGE/IMPROVEMENT REVIEW**

**Tax Appraisers Folio # :** \_\_\_\_\_

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

**City and Zip Code:** \_\_\_\_\_

**Owner's Name:** \_\_\_\_\_

**Co-Owner's Name:** \_\_\_\_\_

**Owners' Mailing Address:** \_\_\_\_\_

**Owners' Phone #'s:** \_\_\_\_\_

**FIRM Panel:** \_\_\_\_\_ **Flood Zone:** \_\_\_\_\_ **BFE:** \_\_\_\_\_

**Lowest Floor Elevation (excluding garage):** \_\_\_\_\_

**I am attaching an appraisal report of my property, or** \_\_\_\_\_ **(initials)**

**I am not submitting an appraisal report of my property** \_\_\_\_\_ **(initials)**

**I accept the Crisp County's Estimated Market Value** \_\_\_\_\_ **(initials)**

**I accept the attached estimated cost of construction as a fair cost of repair or improvement for my home.**

**SIGNATURES:**

**Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# **SUBSTANTIAL IMPROVEMENT/DAMAGE** **NOTICE TO PROPERTY OWNERS**

## ***Rebuilding your Home after Damaged?*** ***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, Crisp 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 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, aggravation and money. **PLEASE READ THE FOLLOWING INSTRUCTIONS:**

**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% 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 **Crisp County's** flood damage prevention regulations, including elevating the building to or above the 100-year flood elevation.

**Crisp 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) **Crisp County** will estimate Market Value by using the tax assessment value of your structure (excluding the land), plus \_\_%, EXAMPLE: Structure Assessment value x 120% = Estimated Market Value.  
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 **Crisp County** 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. (see copy attached) **Crisp County** 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.)

- 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 **Crisp County** to determine the lowest floor elevation. Garages and carports are not considered to be the "lowest floor".
- 4) 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 flood 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, electrical and mechanical, equipment, laundry and bathroom are already above the 100-year flood elevation, the building can be repaired and reconstructed without further modifications.

- 5) 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 flood proofed, these plans must be prepared and certified by a registered professional engineer or architect. Certificates for this purpose are available from the Building Official.
- 6) Following a presidential disaster declaration, the Small Business Administration may make loans available for both house and businesses for purposes of elevating the structure to or above the 100-year flood elevation. Proof of "substantial damage" from **Crisp County** is required.



# **SUBSTANTIAL IMPROVEMENT/DAMAGE**

## **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  
Reshingling or retiling 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 finished.  
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/DAMAGE**

## **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, 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) Complete the attached application
- 2) Detailed cost of Improvement/Reconstruction Estimate and affidavit, signed by a General contractor and a copy of his License Certificate (if available)
- 3) Elevation Certificate or elevation survey
- 4) Current photos, or photos before and after the damage (IF AVAILABLE)
- 5) Floor plan drawing (IF AVAILABLE)
- 6) Owner's affidavit signed and dated
- 7) Contractor's affidavit signed and dated

### **GUIDELINES TO COMPLETE THE ATTACHED RECONSTRUCTION/IMPROVEMENT COST ESTIMATE**

Reconstruction/Repair Ratio = Percentage of item that must be repaired or reconstructed. (Example: the home has 20 windows, only 10 were damaged and are being replaced; ratio should equal 50%)

<b>ITEMS</b>	<b>COST Labor + Materials</b>	<b>Reconstruct/Repair Ratio of Work</b>	<b>Official Use</b>
<b>Concrete, Form, Etc</b>	<b>\$4,500.00</b>	<b>40%</b>	
<b>Carpentry Material</b>	<b>\$9,004.00</b>	<b>100%</b>	
<b>Doors/Windows, Shutters</b>	<b>\$2,046.00</b>	<b>50%</b>	

# **ESTIMATED COST OF RECONSTRUCTION/IMPROVEMENT**

**Name:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

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

<b>ITEMS</b>	<b>COST Labor + Materials</b>	<b>Reconstruct/Repair Ratio of Work</b>	<b>Official Use</b>
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, (finish)			
Hardware, (rough)			
Cabinets (built-in)			
Floor Covering (tile/rug)			
Plumbing			
Shower/Tub/Toilet			
Electrical			
Light Fixtures			
Built-in Appliances			
HVAC			
Paint			
Demolition and Removal			
Overhead and Profit			
<b>TOTAL</b>			

**Contractor Name:** \_\_\_\_\_ **CGC Lic#:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**CONTRACTOR**  
**RECONSTRUCTION/IMPROVEMENT AFFIDAVIT**

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_ License#: \_\_\_\_\_

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, reconstructions 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 that 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 is included to the existing structure without having presented plans for such additions. I understand that any permit issued by **Crisp County** 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 \_\_\_\_\_

Affidavit

County of \_\_\_\_\_

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

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

**Contractor's Signature**

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

**Notary Public**

State of \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

**OWNER**  
**RECONSTRUCTION/IMPROVEMENT AFFIDAVIT**

Contractor Name: \_\_\_\_\_ License#: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

I hereby attest to the fact that the repairs/reconstruction and/or remodeling list submitted for the Substantial Damage/Improvement Review 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. **No other contractor has made any repairs or reconstruction or additions or remodeling not included in the attached list.**

I understand that I am subject to enforcement action and/or fines if inspection of the property reveals that I have made repairs or improvements **NOT INCLUDED ON THE ATTACHED LIST OF REPAIRS to MY HOME** or that I have included non-conforming or illegal structures/additions, to the existing structure without having presented plans for such additions. I understand that any permit issued by **Crisp County** 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.

State Of: \_\_\_\_\_ County of: \_\_\_\_\_

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

\_\_\_\_\_  
Signature Owner

\_\_\_\_\_  
Co-owner

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

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