



Package for FEMA 50% Rule – Substantial Damage/Substantial Improvement

Notice to Property Owners

If your home or business is below the 1% chance flood (aka the 100-year flood elevation) plus 1 foot as adopted by the Florida Building Code 8th Edition, then we have 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 and the Florida Building Code to protect lives and investment from future flood damages. Our community adopted and enforces these laws for federally backed flood insurance to be made available to our residents and property owners.

If the lowest floor of the structure, including electrical and mechanical equipment, is already above the Florida Building Code required elevation (one foot above base flood elevation), the building is considered compliant and can be repaired or reconstructed without having to comply with the 50% Rule. An elevation certificate is required to demonstrate compliance with current regulations.

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. (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 flood damage prevention regulations, including elevating the building to or above the 1% chance flood level plus 1 foot.

In accordance with National Flood Insurance Program requirements, our community is responsible for determining "substantial damage" and "substantial improvement." The procedures for making these determinations are outlined on the following pages.

We will use an approximate market value provided by the Charlotte County Property Appraiser. This value is not listed on the Property Appraiser's website and needs to be requested specifically for your structure. If you disagree with the Property Appraiser's valuation of the structure, you may retain a private appraiser licensed by the State of Florida to submit a comparable property appraisal for the total market value of the structure. The appraiser must follow the FEMA guidelines for appraising structures for the 50% rule.

Please provide a detailed cost estimate for any additions, remodeling, reconstruction, or repairs needed for your home. This estimate must be complete, prepared, and signed by a licensed general contractor. The contractor should also sign an affidavit confirming that the estimate covers all damages and improvements to your home, not just structural repairs. Be sure to submit this signed document with your package. If you, as the owner, are acting as your own contractor, you are responsible for submitting the cost estimate along with documentation to support it, including bids from any subcontractors. The breakdown sheet must be filled out showing the cost of materials and labor. If a contractor is performing the work, "Overhead and Profit" on Line 22 **must** be filled out to avoid a delay in the review.

We will review the cost of improvements or repairs to ensure they are fair and reasonable. For damage repairs, we can use pre-storm prices and rates as provided by the contractor. The cost estimate should only include items considered a permanent part of the structure. It should not include items such as plans, surveys, permits, sidewalks, pools, screens, sheds, gazebos, fences, or other non-permanent features (see list below for details).

Phased repairs and/or improvements are strongly discouraged. The terms "phased repair" or "phased improvement" refer to a single repair or improvement that is broken into parts. For several reasons, owners may wish to schedule anticipated repairs or improvements over a period of time and may request separate permits for each phase. For example, an owner may seek to restore power to a damaged structure before proceeding with the building's repairs, or they might choose to replace the air conditioning system before tackling other repairs. Charlotte County is taking measures to ensure that phased improvements do not circumvent the substantial improvement requirements. Plans reviewers will be verifying to see if the work described in a permit application adequately identifies all the work required to complete the improvement or repair. A permit application is a legal document; it is the applicant's responsibility to accurately complete the application. If phased

repairs are done, the values of all permits to return the structure to "pre-storm conditions" will be counted towards the 50% review evaluation. For improvements, any open permits will be counted towards the 50% rule evaluation.

If your home is determined to have "substantial damage" or is proposed to be "substantially improved," then an elevation certificate must be submitted to us to determine the lowest floor, electrical, and mechanical equipment elevation. The Florida Building Code requires these elements be at least one foot above the base flood elevation. Garages and carports are not considered to be the "lowest floor." If the lowest floor is below the 1% chance (aka the 100-year flood elevation) plus 1 foot, 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 at least 1 foot above the 1% chance flood level. Only parking, building access, and limited, incidental storage is allowed below this level. Non-residential buildings may be "flood-proofed" instead of being elevated.

Building plans must be prepared to show how the building is to be elevated. If located in a FEMA designated V-zone, Coastal A zone, 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 Community Development Department.

IMPORTANT NOTE ON DONATED MATERIALS AND VOLUNTEER LABOR: The value placed on materials should be equal to the actual or estimated cost of all materials to be used. Where materials or servicing equipment are donated or discounted below normal market values, the value should be adjusted to an amount equivalent to that estimated through normal market transaction.

Self or Volunteer Labor: The value placed on labor should be equal to the actual or estimated labor charge for repairs of all damages sustained the structure. Where non-reimbursed (volunteer) labor is involved, the value of the labor should be estimated based on applicable minimum hourly wage scales for the type of construction work to be completed. This value is \$20 per hour minimum for our area.

The Cost Estimate of Reconstruction/Improvement Form must be prepared by and signed by the contractor or by the owner if the owner acts as the contractor. Owners who act as their own contractors must estimate their labor cost at the current market value for any work they intend to perform.

- A. Subcontractor bids may be used for any material and/or labor cost breakdown – include donations and volunteer labor.
- B. Cost backup must be provided for every line-item entry. For all other costs, you must list the quantity of materials to be installed and their unit cost on a separate sheet that references the line number. For example, the backup documentation may contain a section, "Drywall to be Installed (Line 10)":

	<u>This Sheet (Line 10)</u>	<u>Separate Sheet</u>	
Materials:	2,000.00	1,000 sq ft 1/2" drywall @ \$2.00/sq. ft.	= \$2,000.00
Labor:	320.00	16MH to hang drywall @ \$20.00/MH	= \$320.00

Items Required to Evaluate Your 50% Rule Package

***Applicant must submit all of the following below – please check off each item.**

- 1. Completed and Signed 50% Rule Package** for substantial damage/improvement review (this package)
- 2. Items Included/Excluded Checklists** (included in package)
- 3. One of the following:**
 - Property Owner's Substantial Damage/Substantial Improvement Affidavit** signed, notarized, and dated (included in package)
 - Contractor's Substantial Damage or Substantial Improvement Affidavit** signed, notarized, and dated (included in package)
- 4. Estimated cost** of reconstruction/improvement form (included in package) and all required backup documentation. Include subcontractor's bids and itemized cost lists (see note on Cost Estimate Form).

Substantial Damage or Substantial Improvement Review Package

Property Address: _____

Property Owner's Name: _____

Property Owner's Address: _____

Property Owner's Phone Number: _____

Contractor's Name: _____

Contractor's Address: _____

Contractor's Phone Number: _____

Flood Zone (if known): _____ Base Flood Elevation (if known): _____

Lowest Floor Elevation (if known): _____ *(Excluding garage or carport)*

Check one of the following for the building value:

I am attaching a State Certified Appraiser's report, valuing the structure.

I choose to use of the valuation of my property provided by the Charlotte County Property Appraiser. If you do not already have this value, you can request it by emailing the Property Appraiser at RP@CharlotteCountyFL.gov. This value is not listed on the Property Appraiser's website and needs to be requested specifically for your structure.

Items Included & Excluded Checklist

Items Included – Please check off each line. All lines are required to be checked.

All Structural Elements:

- Included N/A Spread or continuous foundation footings and pilings
Included N/A Monolithic or other types of concrete slabs
Included N/A Bearing walls, tie beams and trusses
Included N/A Wood or reinforced concrete decking or roofing
Included N/A Floors and ceilings
Included N/A Attached decks and porches
Included N/A Interior partition walls
Included N/A Exterior wall finishes (e.g., brick, stucco or siding) including painting and decorative moldings
Included N/A Windows and doors
Included N/A Re-shingling or re-tiling a roof
Included N/A Hardware

All Interior Finish Elements:

- Included N/A Tiling, linoleum, stone, or carpet over sub-flooring
Included N/A Bathroom tiling and fixtures
Included N/A Wall finishes (e.g., drywall, painting, stucco, plaster, paneling, marble, or other decorative finishes)
Included N/A Kitchen, utility, and bathroom cabinets
Included N/A Built-in bookcases, cabinets, and furniture
Included N/A Hardware

All Utility and Service Equipment:

- Included N/A HVAC equipment
Included N/A Repair or reconstruction of plumbing and electrical services
Included N/A Light fixtures and ceiling fans
Included N/A Electrical devices (e.g. plugs and/or switches)
Included N/A Security systems
Included N/A Built-in kitchen appliances
Included N/A Central vacuum systems
Included N/A Water filtration, conditioning or recirculation systems

Also:

- Included N/A Labor and other costs associated with demolishing, removing or altering building components
Included N/A Overhead and profit (N/A if owner-builder)

Items Excluded

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:

- Trash and 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.)
- Land survey costs
- Costs to obtain or prepare plans and specifications
- Permit fees and inspection fees
- Items not considered real property such as throw rugs (carpeting over finished floors), furniture, refrigerators, appliances which are not built-in, etc.
- Outside improvements: Landscaping, irrigation, sidewalks, driveways, fences, yard lights, swimming pools, pool enclosures, and detached accessory structures (e.g., garages, sheds, and gazebos)

**Cost Estimate of Reconstruction/Improvement Form
Itemized List**

Property Address: _____ Date: _____

This cost estimate of reconstruction/improvement must be prepared by and signed by the contractor or by the owner if the owner acts as the contractor. Owners who act as their own contractors must estimate their labor cost at the current market value for any work they intend to perform.

	Subcontractor Bids	Contractor or Owner Estimates	
	Bid Amounts ¹	Material Costs ²	Labor Costs ²
1. Masonry			
2. Carpentry Material (rough)			
3. Carpentry Labor (rough)			
4. Roofing			
5. Insulation and Weather Strip			
6. Exterior Finish (stucco)			
7. Doors, Windows, Shutters			
8. Lumber Finish			
9. Hardware			
10. Drywall			
11. Cabinets (built-in)			
12. Floor Covering			
13. Plumbing			
14. Shower, Tub, Toilet			
15. Electrical and Light Fixtures			
16. Concrete			
17. Built-In Appliances			
18. HVAC			
19. Paint			
20. Solar Panels and Equipment			
21. Soffits			
22. Demolition			
23. Overhead and Profit			
Subtotals			
Total Estimate Cost			

¹ Subcontractor bids may be used for any material and/or labor cost breakdown

² Include a current market value for donations and volunteer labor

Signature of Owner or Contractor

Print Name of Owner or Contractor

Property Owner's Substantial Damage or Substantial Improvement Affidavit
(To be completed only if the property owner is acting as their own contractor)

Property Address: _____
Property Owner's Name: _____
Property Owner's Address: _____
Property Owner's Phone Number: _____

I hereby attest that the list of work and cost estimate submitted with my Substantial Damage or Substantial Improvement Application reflects **ALL OF THE WORK TO BE CONDUCTED** on the subject structure including all additions, improvements and repairs and, if the work is the result of Substantial Damage, this work will return the structure at least to the "before damage" condition and bring the structure into compliance with all applicable codes. Neither I, nor any contractor or agent, will make any repairs or perform any work on the subject structure other than what has been 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.

Signature of Property Owner

State of Florida, County of Charlotte

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath. _____

Signature of Notary

Contractor's Substantial Damage or Substantial Improvement Affidavit

Property Address: _____
Contractor's Name: _____
Contractor's License Number: _____
Contractor's Email: _____
Contractor's Phone Number: _____

I hereby attest that I, or a member of my staff, personally inspected the subject 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. The list of work contains **ALL OF THE WORK TO BE CONDUCTED** on the subject property. If the property sustained Substantial Damage, this list of work will return the structure to at least its condition prior to damage and bring the structure into compliance with all applicable codes. I further attest that all additions, improvements, or repairs proposed for the subject building are included in this estimate and that neither I, nor any contractor or agent representing me, will make any repairs or perform any work on the subject structure other than what has been 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.

Signature of Contractor

State of Florida, County of Charlotte

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath. _____

Signature of Notary