

OPERATION AND
MAINTENANCE
MANUAL
FEBRUARY 2007



**UPPER MINGO COUNTY
SECTION 202 NONSTRUCTURAL PROJECT
MINGO COUNTY, WEST VIRGINIA**



**US Army Corps
of Engineers**
Huntington District

OPERATION AND MAINTENANCE MANUAL

**UPPER MINGO COUNTY
NONSTRUCTURAL PROJECT
MINGO COUNTY, WEST VIRGINIA**

FEBRUARY 2007

**U.S. ARMY CORPS OF ENGINEERS
HUNTINGTON DISTRICT
HUNTINGTON, WEST VIRGINIA**

FORWARD

This manual has been prepared to provide instructions and guidance for the operation and maintenance of this project in accordance with assurances provided by Mingo County. The following subjects are included: responsibilities, regulations, reporting requirements, inspection and maintenance.

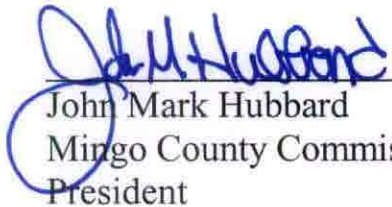
OPERATION AND MAINTENACNE MANUAL
UPPER MINGO COUNTY NON-STRUCTURAL PROJECT
MINGO COUNTY, WEST VIRGINIA

TABLE OF CONTENTS


	<u>Page</u>
Purpose	1
Description	1
A. Voluntary Floodproofing	1
B. Voluntary Floodplain Acquisitions	1
C. Flood Warning and Emergency Evacuation Plan	1
Responsibility	2
Inspection and Maintenance	2
A. Residential Floodproofing	2
B. Voluntary Floodplain Acquisitions	3
C. Annual Inspections by the Government	4
D. Records	4
E. Annual Report	4
APPENDIX A – Project Cooperation Agreement.....	TAB A
APPENDIX B – Index, Maps, and Photos	TAB B
APPENDIX C – Supporting Forms	TAB C
APPENDIX D – Floodproofing Agreement	TAB D
APPENDIX E – Letters turning over Structures and Tracts to Sponsor.	TAB E

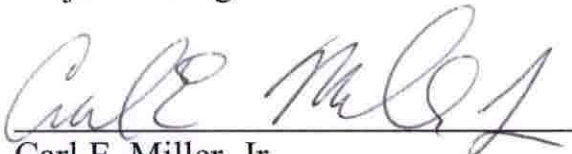
Mingo County and District Approval


The following O&M Manual has been reviewed and found acceptable for the continued maintenance of Section 202 Upper Mingo County Non-Structural project by representatives of the Mingo County Commission and the Huntington District U.S. Army Corps of Engineers.


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Mingo County Commission,
President



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Date: 1 April, 08

Purpose

The purpose of this manual is to provide guidance to personnel responsible for the operation and maintenance of the project. The local sponsor is the Mingo County Commission (Commission).

Description

The project area consists of 31.2 miles of the mainstem Tug Fork, located within Mingo County and includes Dick Williamson Branch and Beech Creek. The Project area includes structures of this reach Inundated by either headwater or backwater during the April 1977 flood event.

There were 237 eligible residential and nonresidential structures identified in the initial study. The plan identified 205 residential structures and 32 nonresidential structures for floodproofing or voluntary acquisition. There were no government owned structures or school facilities identified at the time of the study.

The finished project consists of 136 structures on 124 real estate tracts. These are comprised of 53 voluntary floodproofed structures on 51 tracts and 83 voluntary floodplain acquisitions on 73 tracts. See Project Cooperation Agreement (PCA), Article VIII for provisions that are required in disposal deeds. Owners of eligible properties listed herein voluntarily participated by having their homes either acquired or protected by floodproofing measures in accordance with the PCA dated 20 December 1995 (Appendix A). See Appendix B for a project list and maps. Also, included is a Flood Warning and Emergency Evacuation Plan (FWEPP) that is the responsibility of the county.

A. Voluntary Floodproofing

Voluntary floodproofing consisted of measures determined by the Government to be necessary to protect a structure to the April 1977 flood or 1% chance flood height. These measures may include elevation, move on site, replacement on site or a combination of any these measures.

B. Voluntary Floodplain Acquisitions

Property acquisition was used in cases where floodproofing was not feasible, such as structures located in the floodway and those for which acquisition costs were less than floodproofing costs. Voluntary floodplain acquisition results in the accumulation of real estate not required for subsequent operation and maintenance of the project. The Commission may dispose of this land in accordance with the PCA in Appendix A and applicable state/local requirements.

C. Flood Warning and Emergency Evacuation Plan

The Flood Warning and Emergency Evacuation Plan is the responsibility of the Commission. The FWEPP is a comprehensive plan for flood warning

systems, identification of responsible officials and agencies, evacuation routes and any temporary evacuation housing sites.

Responsibility

The Commission has sole responsibility for operation and maintenance of the project, and must perform these functions in accordance with the terms of the PCA and the governing regulations.

Enforcement of restrictive covenants contained in floodproofing agreements or deeds of conveyances of excess project lands is the responsibility of the Commission. This manual stipulates that the Commission is responsible for operation and maintenance of the entire project and must insure project requirements are fulfilled.

To assure the local sponsor is fulfilling all O&M responsibilities described in the PCA (Appendix A) and this project operations manual, the District will require the local sponsor to provide annual certification that they have inspected the non-structural project, including the floodproofed structures and have found no violation of restrictive covenants. Further, the sponsor is required to advise the District of all violations. Examples of certification documents can be found in Appendix C - Supporting Forms.

If the Commission applies for the Community Rating System (CRS), administered under the National Flood Insurance Program (NFIP), then reporting and inspections may follow the CRS guidelines. The annual report letter required by the Commission to the Corps will contain the Commissions application into the CRS, the status, the rating, and a list of any deficiencies noted in the project area.

Inspection and Maintenance

Annual certification will be conducted using the following guidelines with any deviation being negotiated with the Corps of Engineers and noted as an addition to this manual. The yearly certification will include inspection of a sufficient number of structures and properties to ensure compliance of all structures/tracts within a three year period. The annual report format and supporting forms can be found in Appendix C. Although the project is divided into Residential Floodproofing and Voluntary Floodplain Acquisitions, it is important to note all tracts now contain a restriction for construction below a specific elevation. When inspecting - the entire tract identified by the enclosed maps should be checked for violations.

A. Residential Floodproofing

An annual inspection of floodproofed structures shall be performed by the Commission or one who is designated by the Commissions to perform

such responsibilities. An example of a typical floodproofing agreement is provided in Appendix D. The following items along with all covenants and restrictions contained in a Floodproofing Agreement should be carefully noted at the time of each inspection. The sample inspection form, “**Floodproofing Checklist Maintenance and Compliance**”, is found in Appendix C and a copy should be included with the yearly report on each structure inspected that is in violation. Structures identified as having a “**movable measures**” should be **inspected annually**. A “movable measure” is any item used to provide flood protection that is movable, stored, and/or put into place before a flood event, such as a gate closure. All related items should also be tested and inspected such as sump pumps and generators. The Upper Mingo County Non-Structural Project contains NO structures with a movable measures.

- B. Inspection of residential floodproofing should be conducted to ensure:
- a. No structure of any kind used for human habitation or commercial purposes has been constructed with the first habitable floor or first business floor below the designated flood elevation for the structure and property tract.
 - b. The floodproofed structure is not being used for human habitation or business purposes below the design flood elevation for that structure.
 - c. No permanent flood-damageable improvements (i.e., furnishings, wall, floor, or ceiling coverings, electrical outlets, utilities, appliances, equipment) have been made to the structure below the design flood level. Improvements such as the addition of access doors, windows, and garage doors are permissible provided they are constructed of non-damageable materials. The limited storage of non-permanent, movable or detachable objects such as motor vehicles and motorized equipment is permissible.
 - d. Only permitted usage in garage space below designed flood elevation is limited storage, parking, and access/egress.

C. Voluntary Floodplain Acquisitions

The covenants listed below along with those listed in the Project Cooperation Agreement shall be forever enforced and included in the instruments of conveyance (deeds) of all real estate acquired and subsequently disposed. The Commission must inspect these areas annually to ensure that these covenants are being followed. The same form and directions referenced above should be used for these acquisition tracts.

- D. Inspection of voluntary floodplain acquisitions should be conducted to ensure:
- a. Nothing is constructed within the regulatory floodway as established by the NFIP. This information is published by the Federal Emergency Management Agency (FEMA) and should be kept on file for reference. It is also noted that the information on the maps published by FEMA for floodplain management may change and should be updated regularly.
 - b. No structure of any kind used for human habitation or commercial purposes has been constructed with the first habitable floor or first business floor below the design flood elevation in that area.
 - c. All structures constructed or placed on the land for any purpose whatsoever have been designed and constructed or placed so as to minimize potential for flood damages.
 - d. Compliance with all applicable floodplain ordinances.

E. Annual Inspections by the Government

The Government reserves the right to perform inspections of floodproofed structures and evacuated floodplain lands to assure compliance with the Floodproofing Agreements and conformance with the deed restrictions against future floodplain development within the April 1977 or 1% chance flood, as indicated by the Detailed Index in Appendix C. The Commission's records of inspections are subject to inspection by the Government as well. Records maintained as part of the NFIP CRS can be used to satisfy the requirements of this O&M manual and the Huntington District, Corps of Engineers, except for the annual report letter.

F. Records

The Commission will maintain records in sufficient detail to document its compliance with this manual's requirements and the requirements of the PCA. The records will include the dates of inspections, the type of inspection (drive-by, actual physical inspection of structure or property, elevation determination, etc.) problems or violations noted, and enforcement actions taken. The records will contain copies of all conveyances of acquired real estate.

G. Annual Report

An annual report on inspection and maintenance of the project shall be submitted by the Commission in July of each year to the District Engineer of the Huntington District of the Corps of Engineers. This report must cover all aspects of inspection and maintenance listed above. Dated sketches and referenced photographs which clarify or supplement the information should be included.

APPENDIX A

**PROJECT COOPERATION AGREEMENT
BETWEEN**

**THE DEPARTMENT OF THE ARMY
AND**

**THE COUNTY COMMISSION OF MINGO COUNTY, WEST VIRGINIA
FOR**

THE UPPER MINGO COUNTY NONSTRUCTURAL PROJECT

**U.S. ARMY, CORPS OF ENGINEERS
HUNTINGTON DISTRICT
HUNTINGTON, WEST VIRGINIA**

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**PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF ARMY
AND
THE COUNTY COMMISSION OF MINGO COUNTY
WEST VIRGINIA
FOR IMPLEMENTATION OF THE
UPPER MINGO COUNTY, WEST VIRGINIA
NONSTRUCTURAL FLOOD CONTROL PROJECT**

THIS AGREEMENT is entered into this 20TH day of DECEMBER, 1995, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the U.S. Army Engineer for the Huntington District (hereinafter the "District Engineer"), and THE COUNTY COMMISSION OF MINGO COUNTY, WEST VIRGINIA (hereinafter the "Non-Federal Sponsor"), represented by the Commissioners.

WITNESSETH, THAT:

WHEREAS, implementation of the Upper Mingo County, West Virginia Non-structural Flood Control Project in Mingo County, West Virginia was authorized by Section 202 of the Energy and Water Development Appropriations Act, 1981, Public Law 96-367;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Cooperation Agreement for implementation of the Upper Mingo County, West Virginia Nonstructural Flood Control Project (hereinafter the "Project", as defined in Article I.A. of this Agreement);

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, the Non-Federal Sponsor does qualify for a reduction, as shown in Exhibit A to this Agreement, of the maximum non-Federal cost share pursuant to the guidelines that implement Section 103(m) of the Water Resources Development Act of 1986, Public Law 99-662, as amended;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth

and intend to cooperate in cost-sharing and financing of the implementation of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term "Project" shall mean voluntary floodproofing, voluntary floodplain acquisitions and demolition of structures, and implementation of a Flood Warning Emergency Evacuation Plan (FWEEP), as generally described in the Upper Mingo County Nonstructural Detailed Project Report, Appendix P, Section 202, General Plan, dated February 1995, and approved by the Acting Chief, Policy and Planning Division, Directorate of Civil Works, Headquarters, U.S. Army Corps of Engineers on October 5, 1995 (hereinafter the "DPR"). The Project area includes the April 1977 floodplain along the Tug Fork between the upstream limit of the Williamson Area Nonstructural Project (River Mile 60.2) to the Mingo-McDowell County Line (River Mile 100.00), including the backwaters of Tug Fork tributaries, but excluding the areas of the Matewan Structural/Nonstructural Projects, and the Hatfield Bottom Nonstructural Project, West Virginia side only. The project area includes approximately 237 primary structures eligible for either floodproofing or voluntary floodplain acquisition.

B. The term "total project costs" shall mean all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to implementation of the Project. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; preimplementation engineering and design costs; engineering and design costs during implementation; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Article XVIII.A. and XVIII.C. of this Agreement; actual implementation costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas that the Government determines pursuant to Article III of this Agreement to be required for the implementation, operation, and maintenance of the Project except

for any part of the value thereof that is not eligible for credit pursuant to Article IV.A. of this Agreement; and costs of audit in accordance with Article X of this Agreement. The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; or any costs of dispute resolution under Article VII of this Agreement.

C. The term "financial obligation for implementation" shall mean a financial obligation of the Government that results or would result in a cost that is or would be included in total project costs.

D. The term "non-Federal proportionate share " shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Article II.F. of this Agreement to total financial obligations for implementation, as projected by the Government.

E. The term "period of implementation" shall mean the time from the date of execution of this Agreement by the District Engineer to the date that the District Engineer notifies the Non-Federal Sponsor in writing of the Government's determination that implementation of the Project is complete.

F. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof.

G. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (excluding existing railroad bridges and approaches thereto) when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided in the authorizing legislation for the Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.

H. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

I. The term "functional portion of the Project" shall mean a portion of the Project that is suitable for tender to the Non-Federal Sponsor to operate and maintain in advance of completion of the entire Project. For a portion of the Project to be suitable for tender, the District Engineer must notify the Non-Federal Sponsor in writing of the Government's determination that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.

J. The term "betterment" shall mean a change in the design and implementation of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and implementation of that element.

K. The term "voluntary floodproofing" shall mean the floodproofing of structures, at the election of eligible participants as determined by the Government, using methods involving alterations, modifications, raising in place and/or new construction related to nonresidential or commercial structures, to residential structures, and to other facilities, structures, and improvements determined by the Government to be necessary for the implementation and subsequent operation and maintenance of the Project.

L. The term "voluntary floodplain acquisition" shall mean acquisition, at the election of eligible participants as determined by the Government, of real estate occupied by structures which are either located in the floodway, or were, or would have been, flooded greater than eleven feet during the April 1977 flood, or are structurally unsound and, accordingly, cannot be floodproofed, or are transferred from the floodproofing program due to economic evaluation or for any other reason.

M. The term "recycled lots" shall mean excess floodfringe land designated by the Government for its use to satisfy Public Law 91-646 last resort housing relocation assistance.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter, the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, shall expeditiously implement the Project, (including alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto), applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

1. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. The Government shall not issue the solicitation for the first contract for implementation until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the Project. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract modifications, including change orders, prior to the

issuance to the contractor of a Notice to Proceed. In any instance where providing the Non-Federal Sponsor with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

2. Throughout the period of implementation, the District Engineer shall furnish the Non-Federal Sponsor with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project.

B. The Non-Federal Sponsor may request the Government to accomplish betterments. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.

C. When the District Engineer determines that the entire Project is complete or that a portion of the Project has become a functional portion of the Project, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the "OMRR&R Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project or the functional portion of the Project that have not been provided previously. Upon such notification, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project in accordance with Article VIII of this Agreement.

D. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal

Sponsor must provide for the implementation, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the implementation, operation, and maintenance of the Project.

E. To assist the Non-Federal Sponsor in accomplishing its obligations in accordance with Article II.D. of this Agreement, the Government, pursuant to the terms and conditions of a separate agreement, shall acquire, on behalf of the Non-Federal Sponsor, all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that it determines must be acquired for the construction, operation, and maintenance of the Project, shall construct all improvements required to enable the proper disposal of dredged or excavated material, and shall perform, or ensure performance of, on behalf of the Non-Federal Sponsor, all relocations that it determines to be necessary for the implementation, operation, and maintenance of the Project. In the event of conflict between such separate agreement and this Agreement, this Agreement shall control. Notwithstanding the acquisition of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government pursuant to this paragraph, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

F. The Non-Federal Sponsor shall contribute 5 percent of total project costs in accordance with the provisions of this paragraph.

1. If the Government projects that the value of the lands, easements, or rights-of-way that are owned by the Non-Federal Sponsor on the effective date of this Agreement and that are provided by the Non-Federal Sponsor for the implementation, operation, and maintenance of the Project in accordance with Article III.A. of this Agreement together with the value of the Non-Federal Sponsor's contributions under Articles V, X, and XV.A. of this Agreement will be less than 5 percent of total project costs, the Non-Federal Sponsor shall provide a cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non-Federal Sponsor's total contribution equal to 5 percent of total project costs.

2. If the Government determines that the value of the lands, easements, or rights-of-way that are owned by the Non-Federal Sponsor on the effective date of this Agreement and that are provided by the Non-Federal Sponsor for the implementation, operation, and maintenance of the Project in accordance with Article III.A. of this Agreement together with the value of the Non-Federal Sponsor's contributions under

Articles V., X., and XV.A. of this Agreement has exceeded 5 percent of total project costs, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of 5 percent of total project costs.

G. The Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsor in accordance with paragraphs B. and F. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs B. and F. of this Article.

H. As of the effective date of this Agreement, the Congress has appropriated \$250,000 for the Project. This amount is less than the Federal share of projected total project costs, and the Government makes no commitment to budget for the balance of the Federal share of total project costs. Notwithstanding any other provision of this Agreement, the Government's financial participation in the project is limited to this amount together with any additional funds that the Congress may appropriate for the Project. In the event that the Congress does not appropriate funds sufficient to complete implementation of the Project, the Government, within the funds available for the Project, shall terminate implementation of the Project in a manner necessary to provide for the safety of the public and the integrity of completed work. To provide for this eventuality, the Government may reserve up to 5 percent of total Federal funds available for the Project and up to 5 percent of the total funds contributed by the Non-Federal Sponsor pursuant to Articles II.F. of this Agreement as a contingency to pay the costs of termination, including any costs of contract claims and contract modifications.

I. The Non-Federal Sponsor shall not use Federal funds to meet its obligations under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

J. The Non-Federal Sponsor agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs.

K. Not less than once each year the Non-Federal Sponsor shall inform affected interests of the extent of protection afforded by the Project.

L. The Non-Federal Sponsor shall publicize flood plain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in preventing unwise future development in the flood plain and in adopting such regulations as may be necessary to prevent unwise

future development and to ensure compatibility with protection levels provided by the Project.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW
91-646 COMPLIANCE

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for the implementation, operation, and maintenance of the Project, including those required for relocations, borrow materials, and dredged or excavated material disposal. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph. Prior to the end of the period of implementation, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way set forth in such descriptions that are owned by the Non-Federal Sponsor on the effective date of this Agreement. Furthermore, prior to issuance of the solicitation for each Government contract for implementation, the Non-Federal Sponsor shall provide the Government with authorization for entry to all lands, easements, and rights-of-way that are owned by the Non-Federal Sponsor on the effective date of this Agreement and that the Government determines the Non-Federal Sponsor must provide for that contract. In accordance with Article II.E. of this Agreement, the Government shall acquire all other lands, easements, and rights-of-way required for the implementation, operation and maintenance of the Project. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project and that were provided by or on behalf of the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the implementation, operation, and maintenance of the Project. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions of such improvements. In accordance with Article II.E. of this Agreement, the Government shall construct all improvements required to enable the proper disposal of dredged or excavated material associated with the implementation, operation, and maintenance of the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for the construction, operation, and maintenance of the Project, including those necessary to enable the removal of borrow materials and the proper disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations. In accordance with Article II.E. of this Agreement, the Government shall perform or ensure performance of all relocations necessary for the implementation, operation and maintenance of the Project.

D. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of lands, easements, or rights-of-way provided by the Non-Federal Sponsor pursuant to paragraph A. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total project costs and afford credit for such value toward the Non-Federal Sponsor's share of total project costs.

E. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the implementation, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS

A. The Non-Federal Sponsor shall receive credit toward its share of total project costs for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor provides pursuant to Article III of this Agreement. However, the Non-Federal Sponsor shall not receive credit for the value of any lands, easements, or rights-of-way that have been provided previously as an item of cooperation for another Federal Project. The Non-Federal Sponsor shall also not receive credit for the value of any lands, easements, or rights-of-way to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is expressly authorized by statute.

B. The value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, that the Government determines, pursuant to Article III of this Agreement to be required for the implementation, operation, and maintenance of the Project, and that are not acquired by the Government on behalf of the Non-Federal Sponsor, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto.

2. General Valuation Procedure. The fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, or the Non-Federal Sponsor chooses not to obtain a second appraisal, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall

consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid.

3. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five-year period preceding the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.

C. The value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, that the Government determines, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project, and that are acquired by the Government on behalf of the Non-Federal Sponsor, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. The fair market value of such real property interests shall be the amount paid by the Government.

2. The value of the interest shall include the documented incidental costs of acquiring the interest. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.

1. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a relocation of a highway, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of West Virginia would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. Relocation costs shall include, but not necessarily be limited to, actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, but shall not include any costs due to betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

E. The value of the improvements made to lands, easements, and rights-of-way for the proper disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to betterments, as determined by the Government.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of implementation. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of implementation and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the period of implementation, the Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the Government's cost projections; final inspection of the entire Project or functional portions of the Project; preparation of the proposed OMRR&R Manual; anticipated requirements and

needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for implementation of the Project, has the discretion to accept, reject, or modify the Project Coordination Team's recommendations.

E. The costs of participation in the Project Coordination Team shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs and costs due to betterments. By 1 March of each year and at least quarterly thereafter, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs due to betterments, of the components of total project costs, of each party's share of total project costs, of the Non-Federal Sponsor's total cash contributions required in accordance with Articles II.B., and II.F. of this Agreement, of the non-Federal proportionate share, and of the funds the Government projects to be required from the Non-Federal Sponsor for the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be \$25,787,100 and the Non-Federal Sponsor's cash contribution required under Article II.F. of this Agreement is projected to be \$1,289,355. Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall provide the cash contributions required under Article II.F.1. of this Agreement in accordance with the provisions of this paragraph.

1. Within 30 days after the effective date of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for

implementation through the first fiscal year of implementation, including the non-Federal proportionate share of financial obligations incurred prior to the commencement of the period of implementation. Not later than 45 days after receipt of such written notice, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor.

2. For the second and subsequent fiscal years of implementation, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for implementation for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through the funding mechanism specified in Article VI.B.1. of this Agreement.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for implementation incurred prior to the commencement of the period of implementation and (b) the non-Federal proportionate share of financial obligations for implementation as they are incurred during the period of implementation.

4. If at any time during the period of implementation the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the non-Federal proportionate share of projected financial obligations for implementation for the current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required, and the Non-Federal Sponsor, no later than 60 calendar days from receipt of such notice, shall make the additional required funds available through the payment mechanism specified in Article VI.B.1. of this Agreement.

C. In advance of the Government incurring any financial obligation associated with betterments under Article II.B. of this Agreement, the Non-Federal Sponsor shall verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the full amount of the funds required to pay for such betterments in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to

cover the Government's financial obligations for such betterments as they are incurred. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required. Within 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with a check for the full amount of the additional required funds.

D. Upon completion of the Project or termination of this Agreement, and upon resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total project costs, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.B. of this Agreement.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than its required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds its required share of total project costs plus costs due to any betterments provided in accordance with Article II.B. of this Agreement, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs

for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT,
AND REHABILITATION (OMRR&R)

A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project, at no cost to the Government, in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of notice, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

C. Voluntary floodplain acquisitions may result in the acquisitions of lands, easements, or rights-of-way for which continued ownership by the Non-Federal Sponsor is not required for subsequent operation and maintenance of the Project. The Government shall advise the Non-Federal Sponsor in writing of such lands, easements, or rights-of-way and, if necessary, quitclaim any interests in such lands, easements or rights-of-way to the Non-Federal Sponsor. The Non-Federal Sponsor may dispose of such lands, easements, or rights-of-way that are not needed for subsequent operation and maintenance of the Project. The

Non-Federal Sponsor shall, to preserve the integrity of the Project, include in the instruments of conveyance (deeds) to any Grantees and forever enforce the following easement reservation and the following conditions as covenants running with the land:

1. That the Grantee, for the Grantee and the Grantee's heirs, successors, and assigns, covenants that, forever, no structures of any kind for human habitation or for commercial purposes will be constructed on the land with a first floor elevation below _____ feet mean sea level. (The Government will, as it shall solely determine, designate the elevation that the Non-Federal Sponsor shall use in each conveyance.)

2. That the Grantee, for the Grantee and for the Grantee's heirs, successors and assigns, covenants that, forever, all structures of every kind for any purposes whatsoever constructed or placed on the land shall be designed and constructed or placed on the land so as to minimize potential for flood damages.

3. That the Grantor reserves, and that the Grantee by acceptance of the instrument of conveyance consents to said reservation, a perpetual and assignable easement to enter upon the land and into any structures placed or constructed thereon at any reasonable time considered necessary to ensure that the covenants are being complied with by the Grantee and the Grantee's heirs, successors, and assigns.

4. That the Grantee, for the Grantee and the Grantee's heirs, successors, and assigns, covenants that, forever, the Grantee and the Grantee's heirs, successors, and assigns will comply with applicable floodplain ordinances.

5. That the Grantee, for the Grantee and for the Grantee's heirs, successors, and assigns, covenants that the Grantor and the United States of America shall forever be held harmless and blameless from any damages or injuries resulting directly or indirectly from the flooding of said land or any structure placed or constructed thereon.

6. That the Grantee, for the Grantee and the Grantee's heirs, successors, and assigns, covenants that the failure of the Grantor to exercise or enforce any one or more of said covenants or said easement shall not in any manner operate as a waiver or extinguishment, in whole or in part, of said covenants and easement.

7. That the Grantee, for the Grantee and the Grantee's heirs, successors, and assigns, recognizes and agrees that the land was acquired in connection with the Upper Mingo County, West Virginia, Nonstructural Flood Control Project; that the covenants and the easement are necessary and appropriate to ensure the

purposes of said project, namely, as authorized by Section 202 of the Energy and Water Development Appropriations Act, 1981, Public Law 96-367, to afford a level of protection against flooding at least sufficient to prevent any future losses from the likelihood of flooding as occurred in April, 1977; and, that for those purposes the Grantor shall forever have the right unchallenged by the Grantee and the Grantee's heirs, successors, and assigns to seek legal enforcement of the provisions, covenants and easement in the instrument of conveyance, it being the intentions of the parties to the instrument of conveyance that said provisions, covenants, and easement shall attach to and run with the land forever.

D. The Government shall designate parcels of real estate needed for use as recycled lots. The Non-Federal Sponsor shall hold title to such parcels until such time as the Government provides notice in writing to the Non-Federal Sponsor that such parcels are needed for project purposes, whereupon the Non-Federal Sponsor shall convey said parcels unto the Grantee(s) designated by the Government at no cost to the Grantee(s). The Government shall exercise its best efforts to identify the potential sites needed for recycled lots at an early date.

ARTICLE IX - INDEMNIFICATION

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the implementation, operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project-related betterments, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the period of construction and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-128 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-128, and such costs as are allocated to the Project shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any

cause of action that such other party may have or for violation of any law.

ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under Article II.B., II.F., VI, or XVIII.C. of this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsor in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.D. of this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE XV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Sections 9601-9675, that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction. All actual costs incurred by the Non-Federal Sponsor or the Government for such investigations for hazardous substances shall be included in total project costs and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide prompt written notice to each other, and neither party shall proceed with the acquisition of the real property interests until both parties agree that acquisition should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate implementation of the Project, or, if already in implementation, whether to continue with work on the Project, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the implementation, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsor determine to initiate or continue with implementation after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs

of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XVI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

President
Mingo County Commission
Box 1197
Williamson, West Virginia 25661

If to the Government:

District Engineer
Huntington District
U.S. Army Corps of Engineers
502 Eighth Street
Huntington, West Virginia 25701-2070

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVIII - HISTORIC PRESERVATION

A. The costs of identification, survey and evaluation of historic properties shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

B. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project costs, up to the statutory limit of one percent of the total amount authorized to be appropriated for the Project.

C. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery that exceed the one percent limit shall be included in total project costs and cost shared in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer, Huntington District, Corps of Engineers.

THE COUNTY COMMISSION OF
MINGO COUNTY

BY: *Alvin Curtis Fletcher*

ALVIN CURTIS FLETCHER
President

THE DEPARTMENT OF THE ARMY

BY: *Richard W. Jemiola*

RICHARD W. JEMIOLA
Colonel, Corps of Engineers
District Engineer
Huntington District
U.S. Army Corps of Engineers

Larry Cline

LARRY CLINE
Member

DATE: December 20, 1995

Jim Hatfield

JIM HATFIELD
Member

DATE: December 20, 1995

ATTEST:

BY: *Tommy Diamond*

TOMMY DIAMOND
Clerk

DATE: 12/20/95

CERTIFICATE OF AUTHORITY

I, Glen R. Rutledge II, do hereby certify that I am the principal legal officer of the County Commission of Mingo County, that the County Commission of Mingo County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the County Commission of Mingo County in connection with the Upper Mingo County, West Virginia, Nonstructural Flood Control Project, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the persons who have executed this Agreement on behalf of the County Commission of Mingo County have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 20th day of December, 1995.

Glen R. Rutledge II
GLEN R. RUTLEDGE II
Prosecuting Attorney
Mingo County

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer, or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The County Commission of Mingo County

By: Alvin Curtis Fletcher
ALVIN CURTIS FLETCHER, President

Date: December 20, 1995

By: Larry Clime
LARRY CLIME, Member

Date: December 20, 1995

By: Jim Hatfield
JIM HATFIELD, Member

Date: December 20, 1995

UPPER MINGO COUNTY NONSTRUCTURAL PROJECT ABILITY-TO-PAY ANALYSIS

The Upper Mingo County Nonstructural Project is subject to the cost-sharing requirements of Public Law 99-662 (the 1986 Water Resources Development Act). Any flood control project or separable element subject to the cost-sharing provisions of Public Law 99-662, requires an "Ability-to-Pay" determination in accordance with Section 103(m) of the Act.

Under the ability-to-pay determination based on State and County per capita income, the Upper Mingo County Project Area is eligible for a full reduction as the following demonstrates:

$$EF \text{ (Eligibility Factor)} = a - b1 \text{ (State PCI Index)} - b2 \text{ (County PCI Index)}$$

$$\text{Where } a = 14.24129$$

$$b1 = .06104$$

$$b2 = .12208$$

$$\text{West Virginia PCI Index} = 71.88$$

$$\text{Mingo County PCI Index} = 65.92$$

$$EF = 14.24129 - 0.06104(71.88) - 0.12208(65.92)$$

$$EF = 1.806 \text{ (Which is greater than unity)}$$

Since EF is greater than unity, the Upper Mingo County Project Area is eligible for a full application of reduction in the cost-sharing formula equal to the Benefits Base Floor (BBF)/4 not to fall below the minimum non-Federal share of 5 percent in accordance with ER 1165-2-121. This calculation is made only for the purposes of deriving a cost-sharing formula.

The Average Annual Project Benefits (AAPB) solely reflect inundation reduction benefits, that is the total difference in flood damages with and without the project for all eligible structures in the project area. Estimates of flood damages were based on a flood damage survey performed by the Huntington District for each of the 237 eligible structures.

The Average Annual Project Costs (AAPC) reflect total project costs amortized at the

current interest rate over a 50-year project life (nonstructural) plus those associated operation and maintenance costs.

The project BBF is calculated as follows:

AAPB = DAMAGE WITH OUT PROJECT - DAMAGE WITH PROJECT

AAPB = \$199,966.32 - \$30,602.84

AAPB = \$169,363.40

The project AAPC is calculated as follows:

Discount Rate = 8 % = 0.0800

Amortization Rate = 0.0015973

Project Cost x Discount Rate

\$ 25,787,100 x 0.0800 = \$2,062,968

Project Cost x Amortization Rate

\$ 25,787,100 x 0.0015973 = \$41,190

TOTAL AVERAGE ANNUAL COST = \$ 2,104,158

AAPB = \$ 169,363

AAPC = \$ 2,104,158 = 0.08049

The Non-Federal share is calculated as follows:

(BBF) = 0.08049

4 = 4 = 0.02012 X 100% = 2.01%

Since the calculated non-Federal share is 2.01%, the non-Federal share to be applied to the total project cost is 5%, the minimum allowable. The total non-Federal share is determined as follows:

Non-Federal Share = 5% (Total Project Cost to be cost shared)

= 0.05 (\$25,787,100)

= \$ 1,289,355

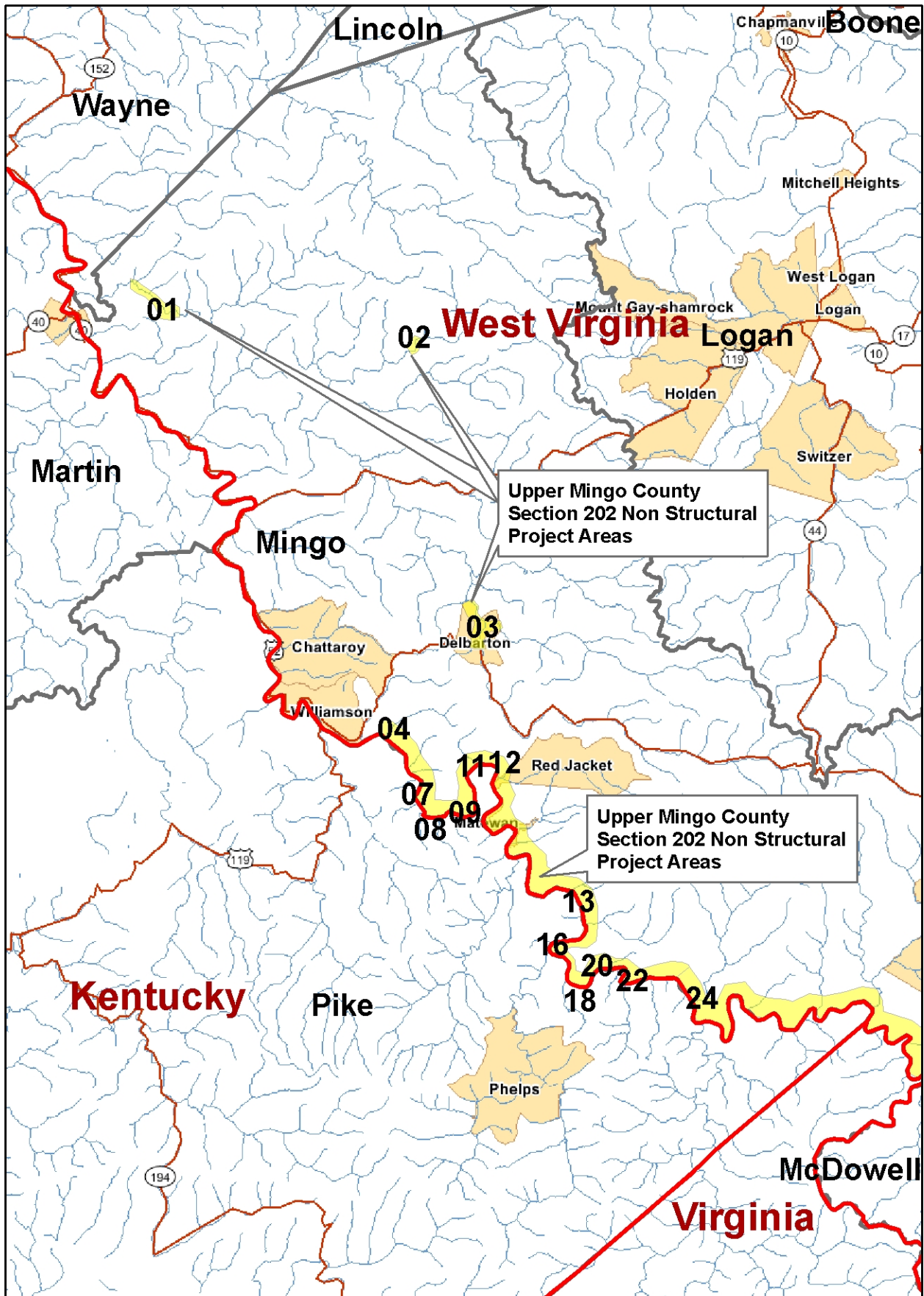
Federal Share = \$ 24,497,745

Therefore, the non-Federal share is 5 percent or approximately \$1.3 million (Fully Funded). The Federal share is 95 percent or approximately \$24.5 million (Fully Funded).

APPENDIX B

INDEX, MAPS, AND PHOTOS

**U.S. ARMY, CORPS OF ENGINEERS
HUNTINGTON DISTRICT
HUNTINGTON, WEST VIRGINIA**



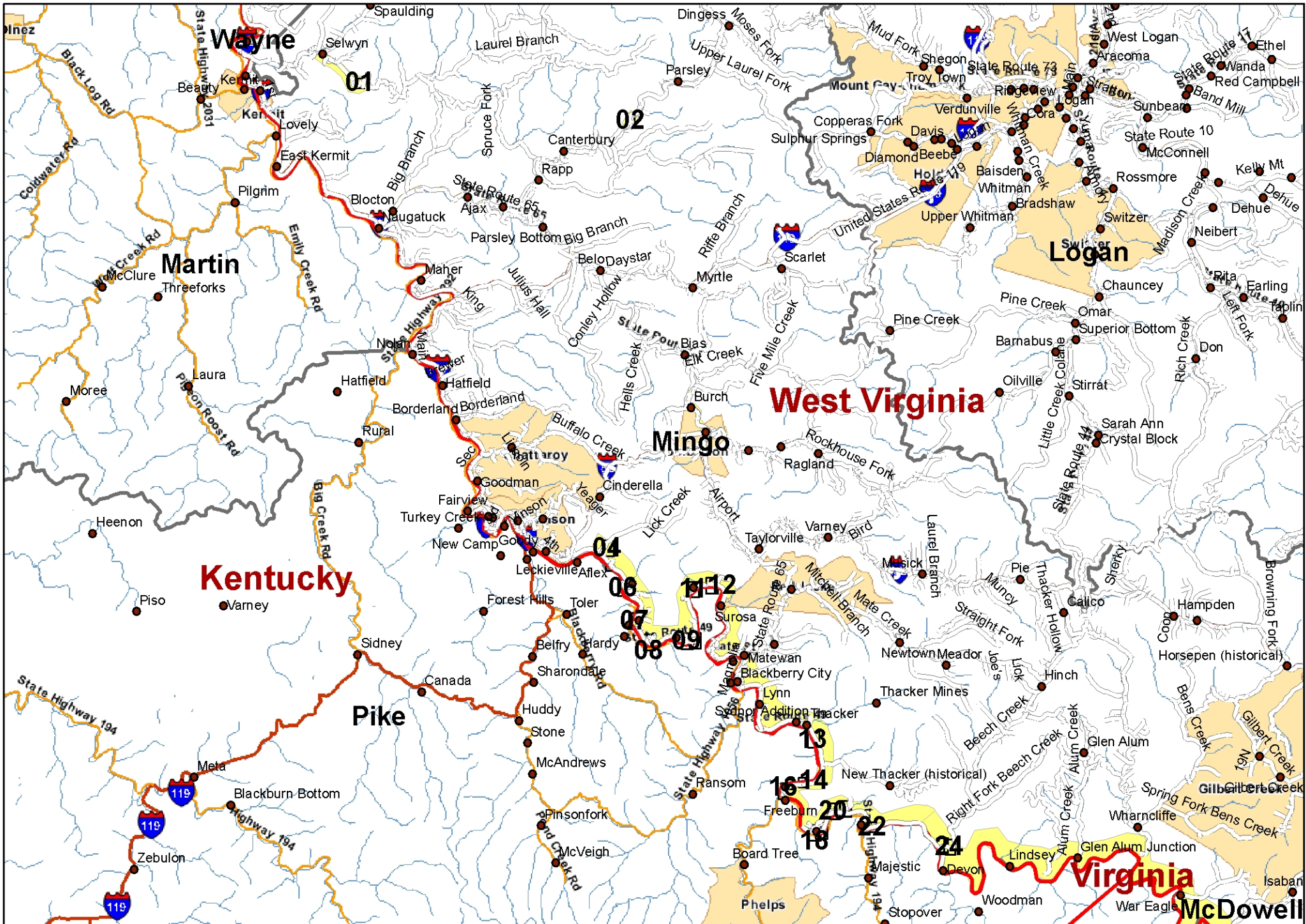
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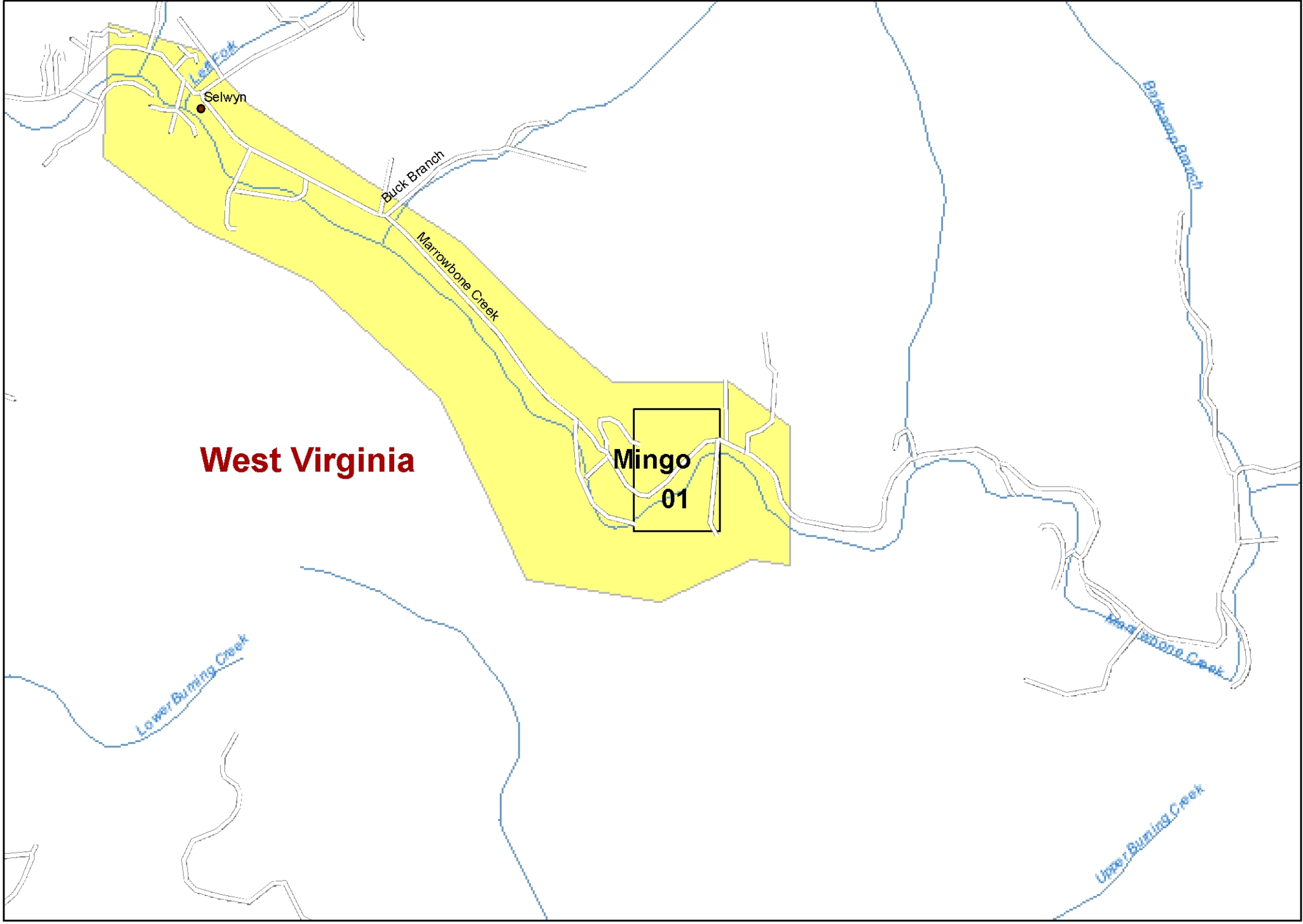
 Project Areas **01** Map Index Numbers

Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District





West Virginia

**Mingo
01**

Selwyn

Leg Fork

Buck Branch

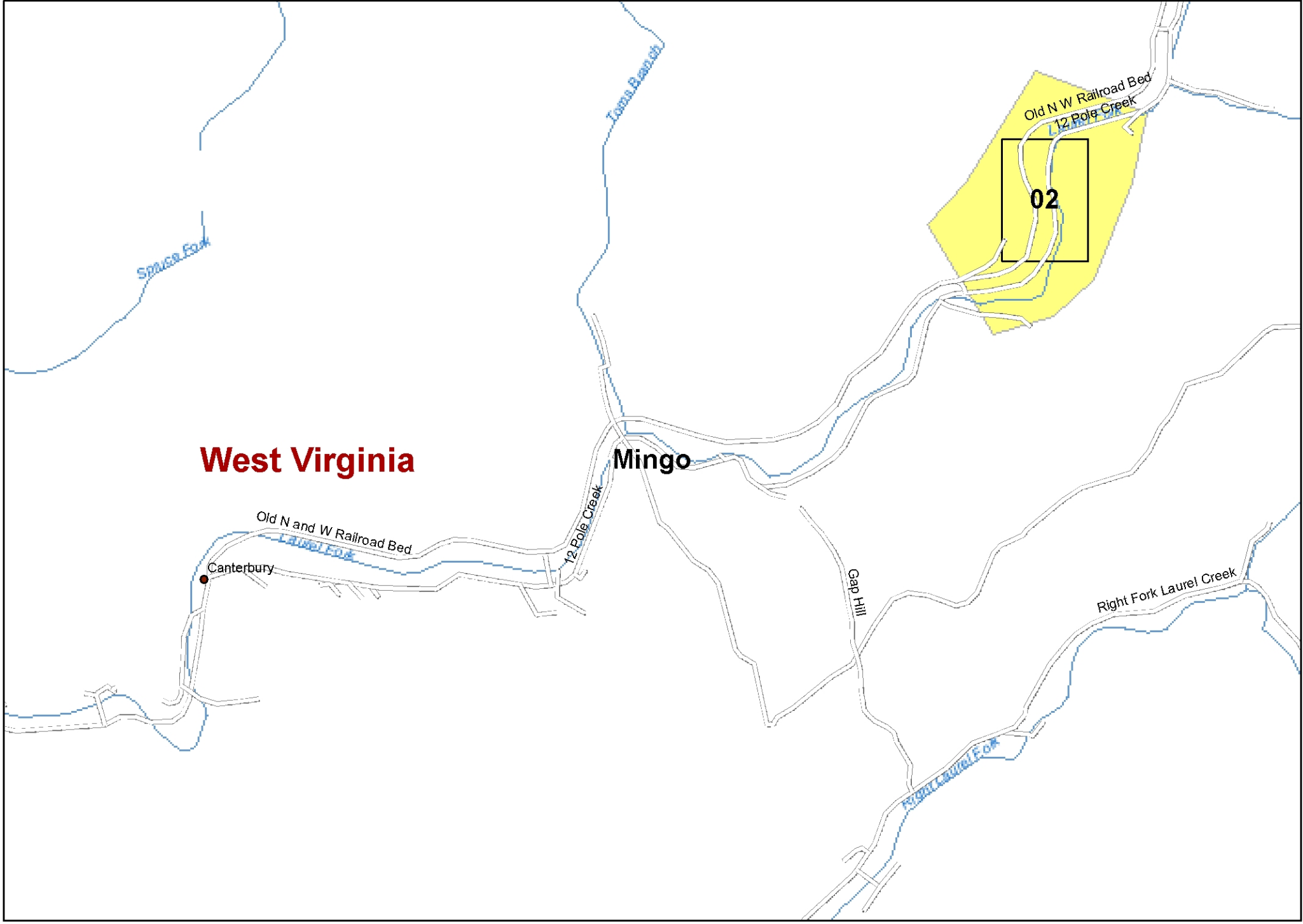
Marrowbone Creek

Lower Burning Creek

Barkcamp Branch

Marrowbone Creek

Upper Burning Creek



West Virginia

Mingo

Canterbury

02

Spencer Fork

Toma Branch

Old N W Railroad Bed
12 Pole Creek

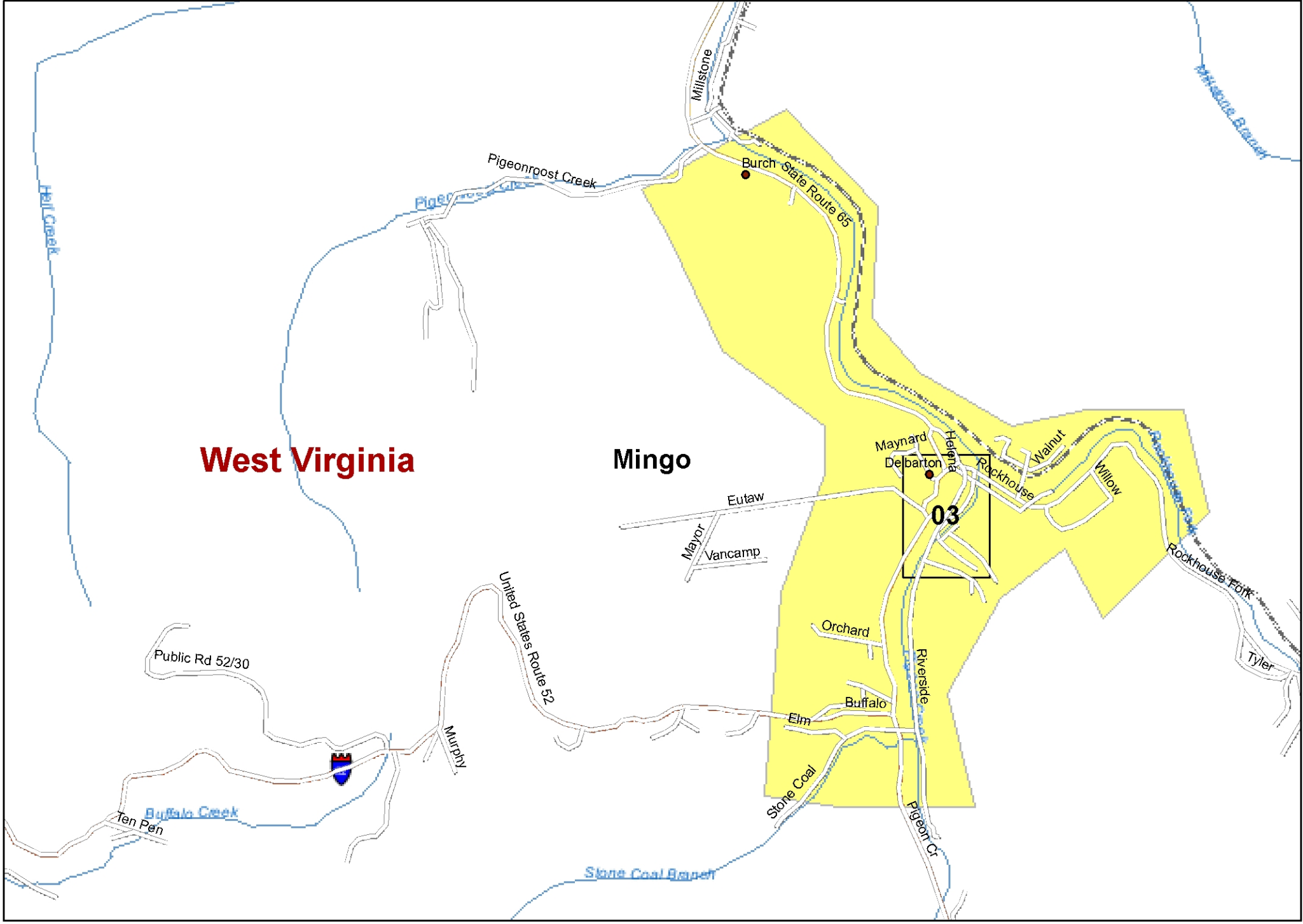
12 Pole Creek

Old N and W Railroad Bed
Laurel Fork

Gap Hill

Right Fork Laurel Creek

West Laurel Fork



West Virginia

Mingo

03

Pigeonroost Creek

Millstone

Burch State Route 65

Maynard
Delbarton

Helena

Rockhouse
Walnut

Willow

Rockhouse Fork

Tyler

Eutaw

Mayor
Vancamp

Orchard

Buffalo

Elm

Stone Coal

Pigeon Cr

Riverside

United States Route 52

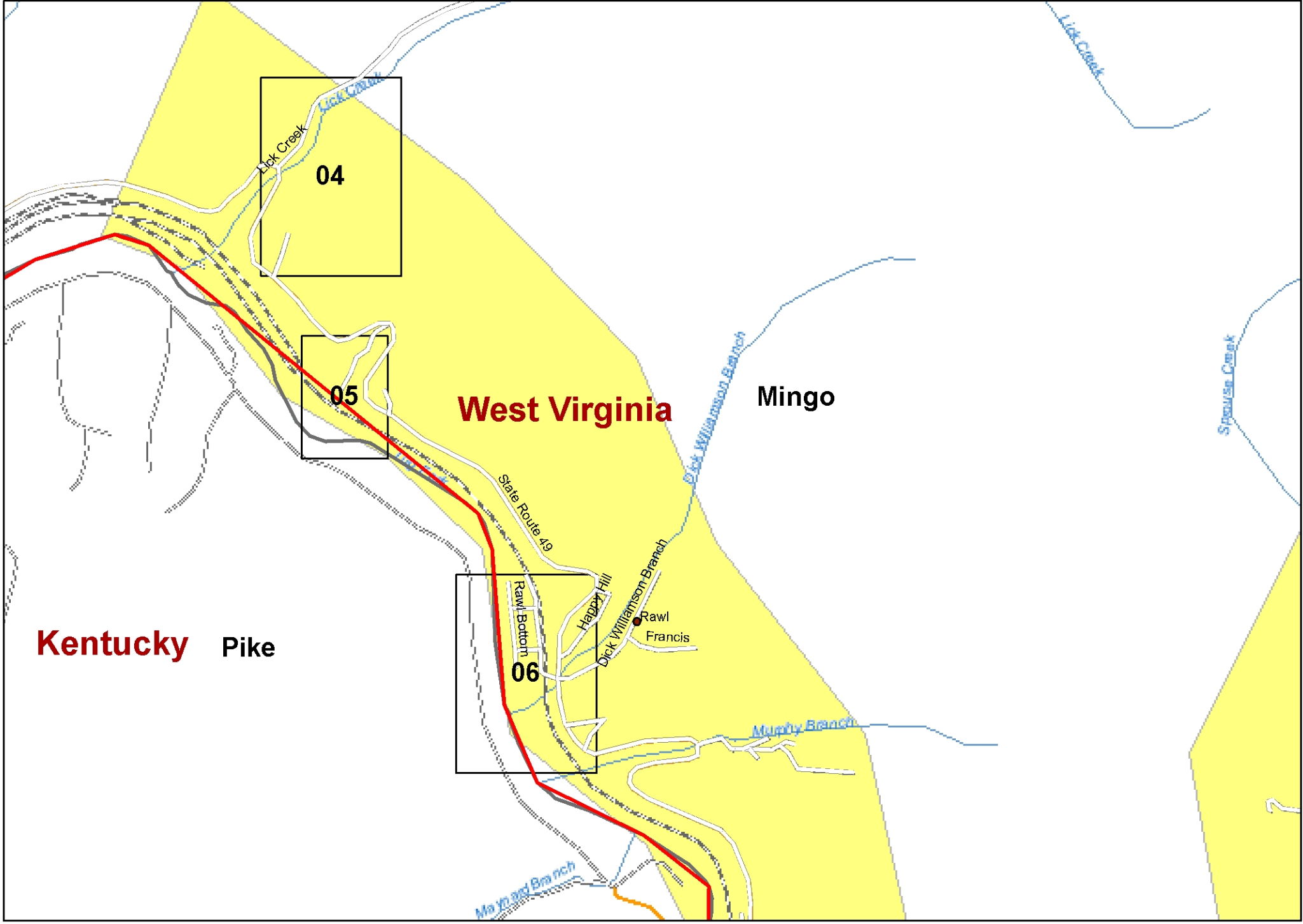
Public Rd 52/30

Murphy

Buffalo Creek

Ten Pen

Stone Coal Branch



04

05

West Virginia

Mingo

Kentucky Pike

06

State Route 49

Rawl Bottom

Happy Hill

Dick Williamson Branch

Rawl

Francis

Mumpby Branch

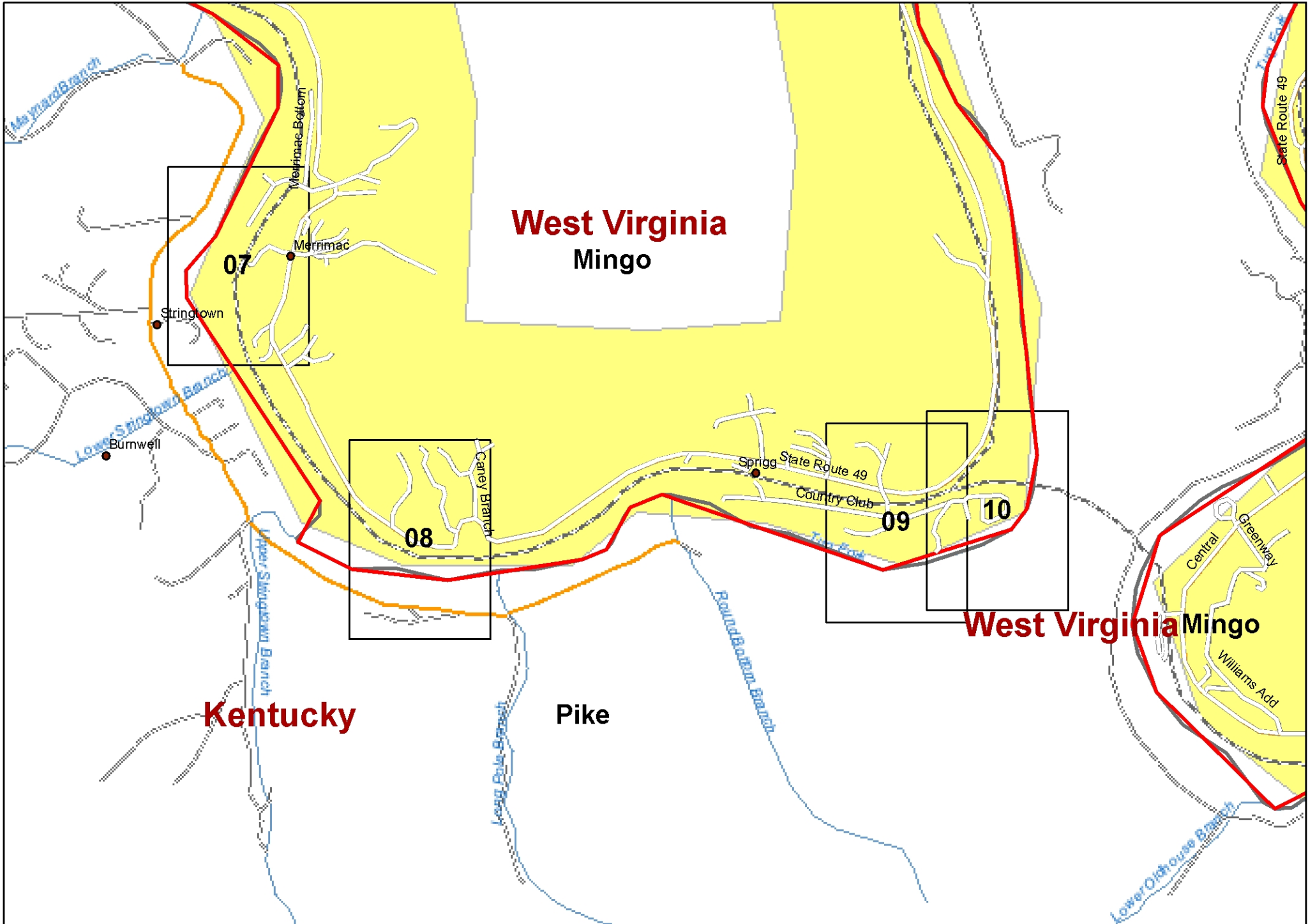
Morgan Branch

Lick Creek

Lick Creek

Lick Creek

Spouse Creek



West Virginia

Mingo

**Pike
Kentucky**

Diamond

Lobata

Surosa

State Route 49

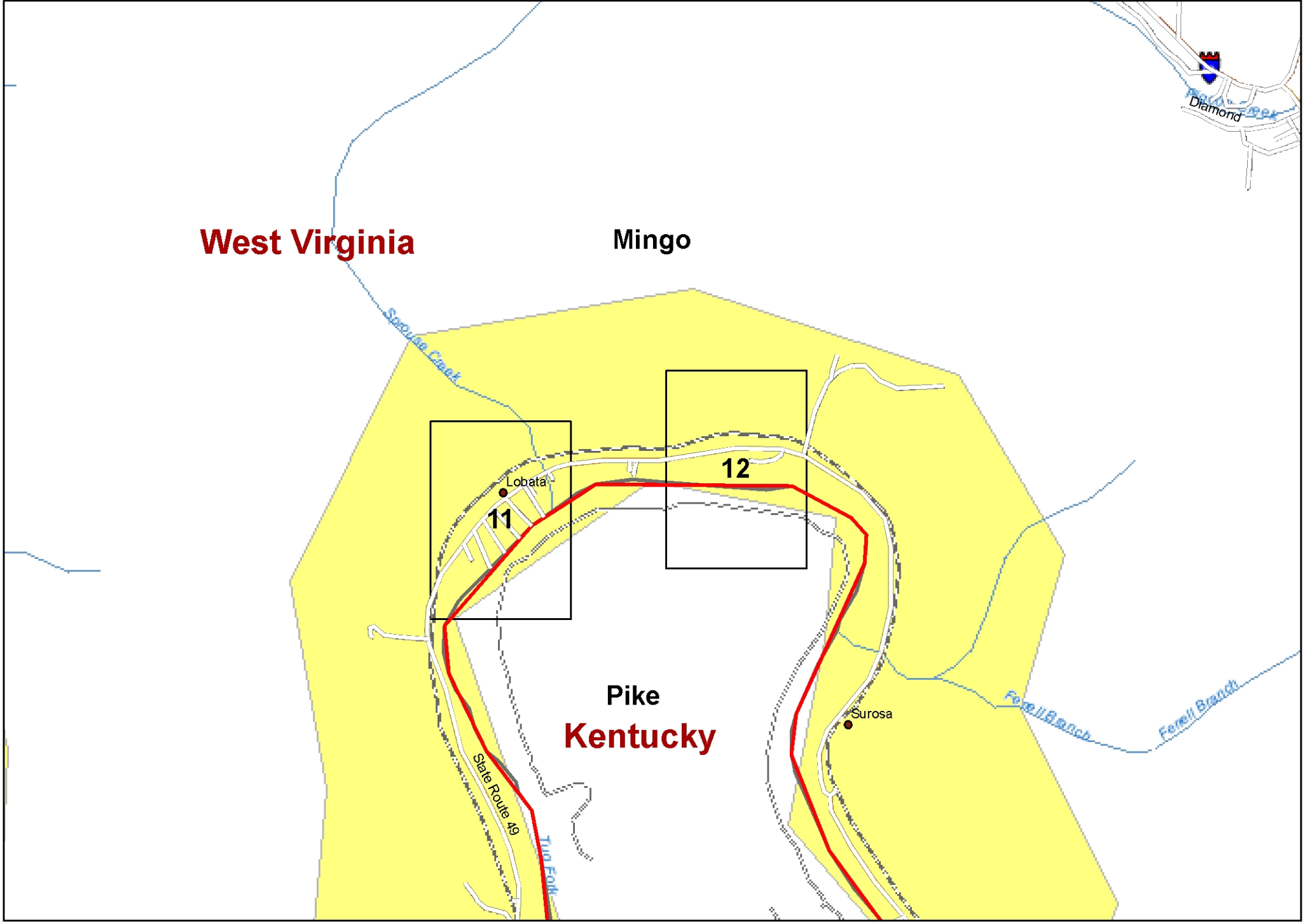
Trip Fork

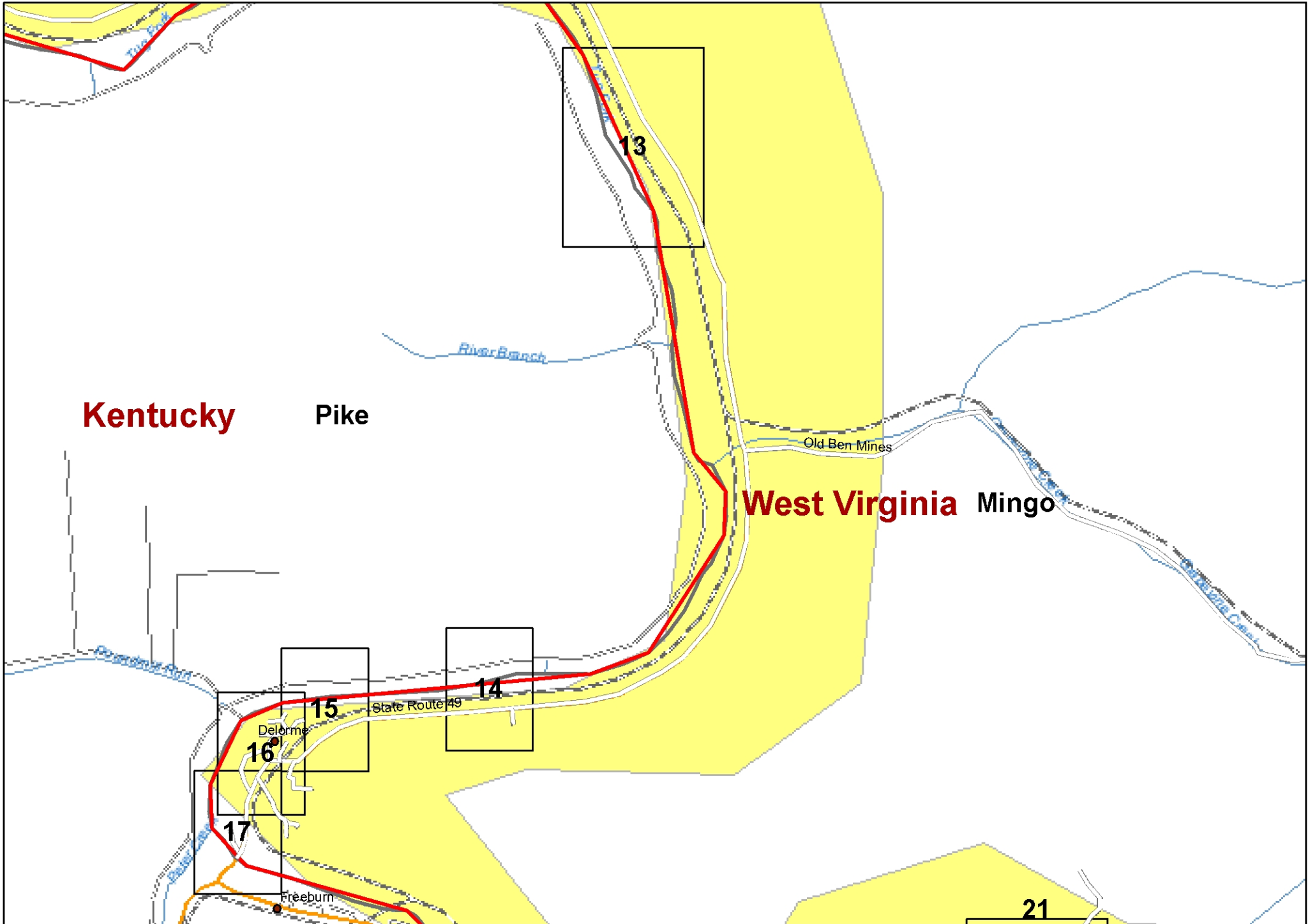
Ferrell Branch

Ferrell Branch

11

12





Kentucky

Pike

West Virginia Mingo

13

River Branch

Old Ben Mines

14

State Route 49

15

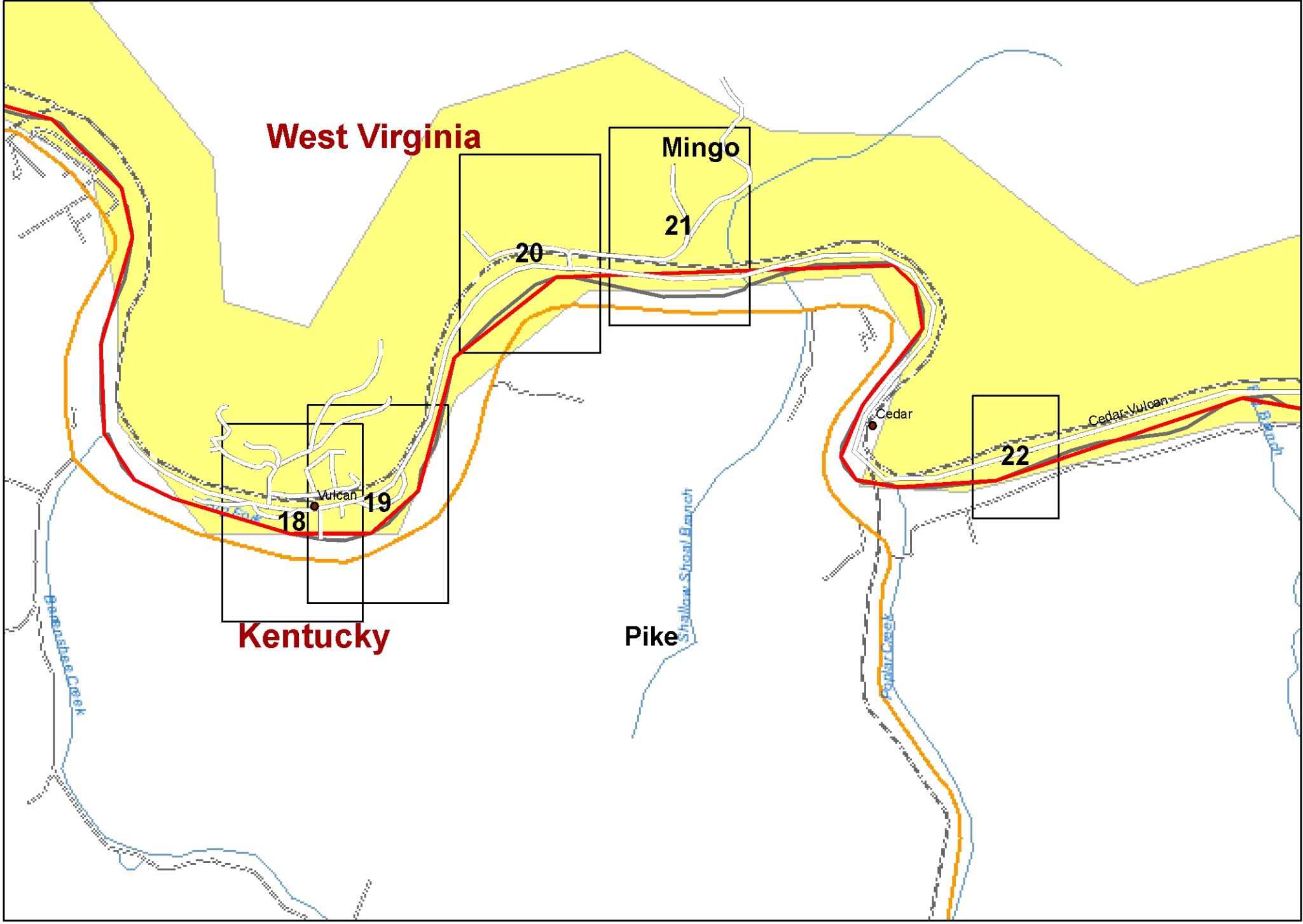
Delorme

16

17

Freeburn

21



West Virginia

Mingo

21

20

22

Vulcan

18

19

Cedar

Cedar-Vulcan

Kentucky

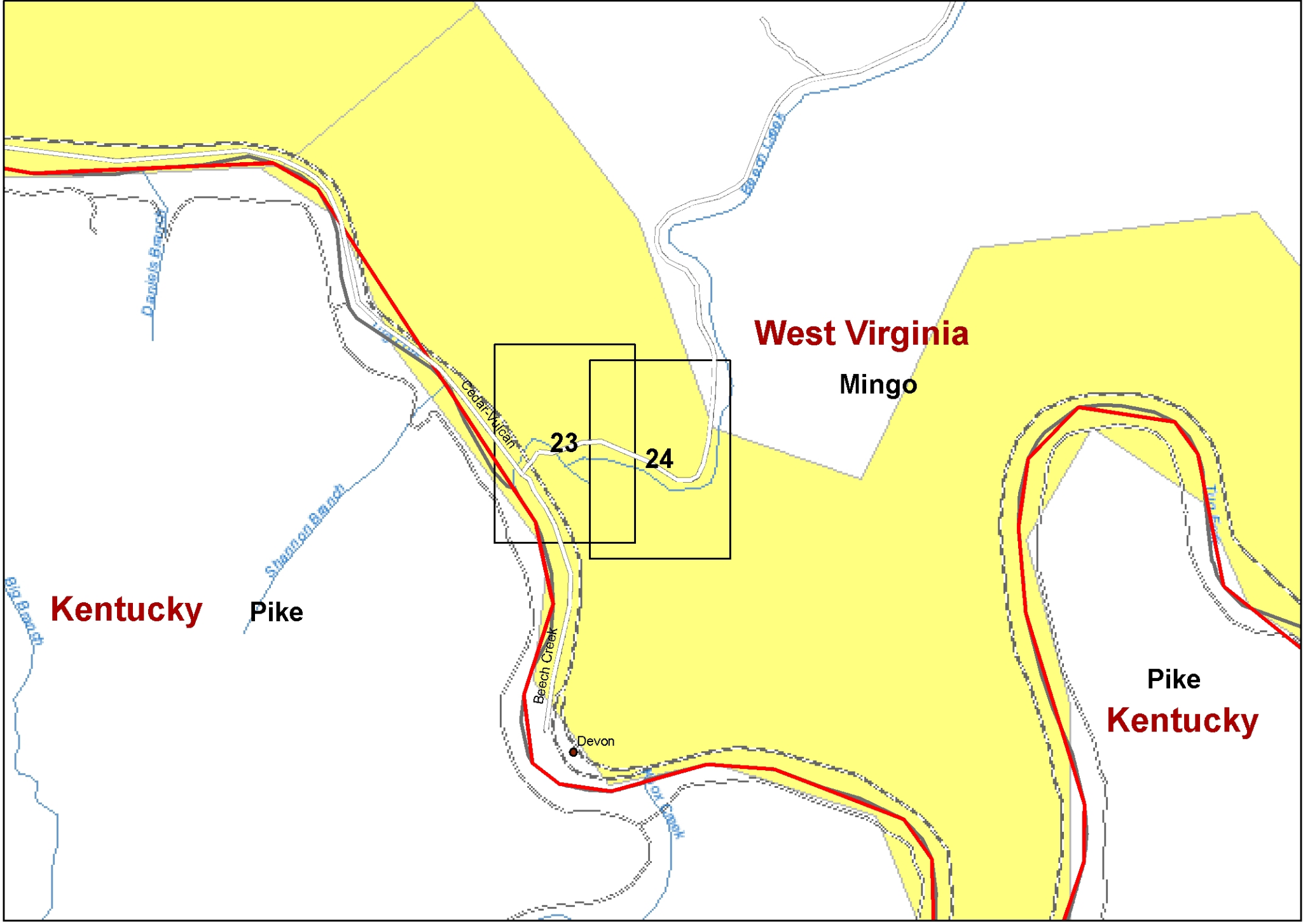
Pike

Kanawha River

Cheat River

Singlow Shoal Branch

Cedar-Vulcan



West Virginia

Mingo

23

24

Kentucky

Pike

**Pike
Kentucky**

Devon

Daniels Branch

Shannon Branch

Cedar Run

Beech Creek

Wolf Run

Wolf Creek

Big Branch

Tom Branch

**UPPER MINGO COUNTY SECTION 202 NON-STRUCTURAL PROJECT
INSPECTION INDEX- STRUCTURES- TRACTS**

INDEX	TRACT	TYPE	DATE	NOTES
01	5842	AC		
02	5836FP	FP		
03	5849FP	FP		
03	5851	AC		
03	5852	AC		
04	5301	AC		
04	5302	AC		
04	5303	AC		
05	5304FP	FP		
06	5306	AC		
06	5309	AC		
06	5314	AC		
06	5316	AC		
06	5317	AC		
06	5319	AC		
06	5322FP	FP		
06	5323	AC		
06	5324	AC		
06	5328FP	FP		
06	5329FP	FP		
06	5331FP	FP		
07	5402	AC		
07	5403FP	FP		
07	5404FP	FP		
07	5406	AC		
07	5407	AC		
07	5408FP	FP		
07	5409FP	FP		
07	5410FP-1	FP		
07	5410FP-2	FP		
08	5414FP	FP		
08	5415FP	FP		
09	5419FP	FP		
09	5420FP	FP		
09	5422FP	FP		

**UPPER MINGO COUNTY SECTION 202 NON-STRUCTURAL PROJECT
INSPECTION INDEX- STRUCTURES- TRACTS**

INDEX	TRACT	TYPE	DATE	NOTES
09	5423FP	FP		
09	5426FP	FP		
09	5427	AC		
09	5430	AC		
10	5431	AC		
10	5433	AC		
10	5434	AC		
10	5434FP	FP		
10	5436-1	AC		
10	5436-2	AC		
10	5437	AC		
11	5505	AC		
11	5506	AC		
11	5508	AC		
11	5517	AC		
11	5524FP	FP		
12	5529	AC		
12	5531	AC		
12	5531FP	FP		
13	5601	AC		
13	5602	AC		
13	5603	AC		
13	5604	AC		
13	5606	AC		
14	5612	AC		
15	5617	AC		
15	5618	AC		
15	5619	AC		
16	5621-1	AC		
16	5621-2	AC		
16	5624FP	FP		
16	5627FP	FP		
16	5629	AC		
16	5631	AC		
16	5633FP	FP		

**UPPER MINGO COUNTY SECTION 202 NON-STRUCTURAL PROJECT
INSPECTION INDEX- STRUCTURES- TRACTS**


INDEX	TRACT	TYPE	DATE	NOTES
16	5634	AC		
16	5636	AC		
16	5637	AC		
16	5638	AC		
16	5647	AC		
16	5648FP	FP		
16	5649	AC		
16	5651	AC		
16	5652FP	FP		
16	5653FP	FP		
16	5656FP	FP		
16	5657	AC		
16	5659	AC		
16	5662FP	FP		
16	5663FP	FP		
16	5664	AC		
16	5665	AC		
16	5668FP	FP		
16	5669FP	FP		
16	5672FP	FP		
17	5641FP	FP		
17	5643FP	FP		
17	5675	AC		
17	5676FP	FP		
17	5678FP	FP		
18	5706FP	FP		
18	5707FP	FP		
18	5709-1	AC		
18	5709-2	AC		
19	5712	AC		
20	5716	AC		
20	5717	AC		
20	5719	AC		
20	5720	AC		
20	5721FP	FP		

**UPPER MINGO COUNTY SECTION 202 NON-STRUCTURAL PROJECT
INSPECTION INDEX- STRUCTURES- TRACTS**

INDEX	TRACT	TYPE	DATE	NOTES
21	5723	AC		
21	5724FP	FP		
21	5726	AC		
22	5801	AC		
22	5803FP	FP		
23	5806FP	FP		
23	5807	AC		
23	5807FP	FP		
23	5808	AC		
23	5809	AC		
23	5811	AC		
24	5812FP	FP		
24	5813-1	AC		
24	5813-2	AC		
24	5814FP	FP		
24	5816	AC		
24	5817FP	FP		
24	5818FP	FP		
24	5822FP	FP		



Legend

- 01** Index Number
-  Real Estate Tract
- 5842** Tract Number

Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004

Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	01	5842	AC	
	NOTES:			



Legend

01
5842

- Index Number
- Real Estate Tract
- Tract Number


Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004

Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	02	5836FP	FP	
NOTES:				



Legend

01
5842

Index Number
Real Estate Tract
Tract Number

Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004

Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
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	NOTES:			

	03	5851	AC	
	NOTES:			

	03	5852	AC	
	NOTES:			



Legend

- 01 Index Number
- Real Estate Tract
- 5842 Tract Number

Aerial Photography
 WVSAMB
 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004

Upper Mingo County



Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	04	5301	AC	
	NOTES:			

	04	5302	AC	
	NOTES:			

	04	5303	AC	
	NOTES:			



Legend

01

Index Number



Real Estate Tract

5842

Tract Number


Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004

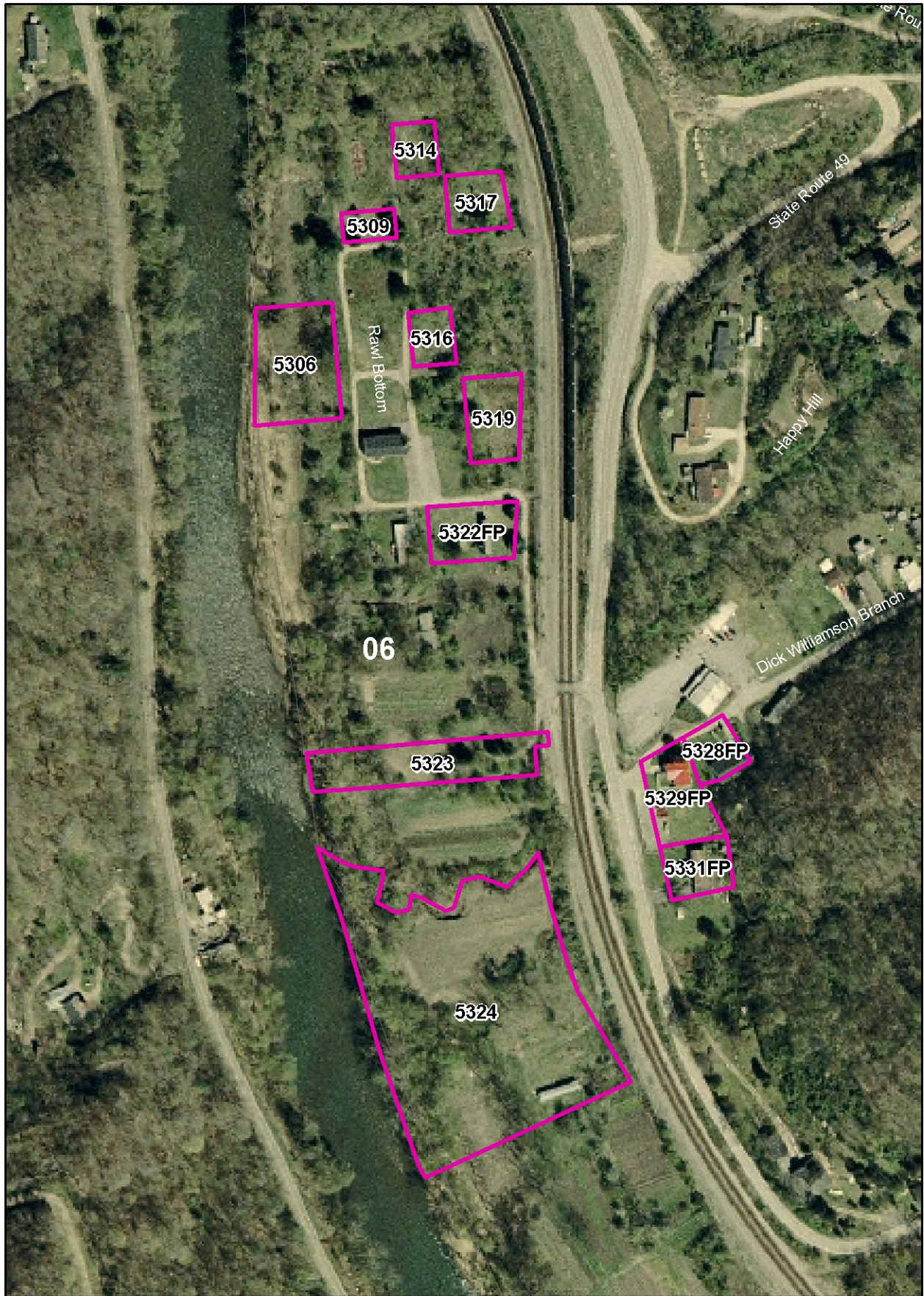
Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	05	5304FP	FP	
NOTES:				



Legend

- 01 Index Number
- Real Estate Tract
- 5842 Tract Number

Aerial Photography
 WVSAMB
 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004

Upper Mingo County



Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	06	5306	AC	
	NOTES:			

	06	5309	AC	
	NOTES:			


	06	5314	AC	
	NOTES:			

	06	5316	AC	
	NOTES:			

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	06	5317	AC	
NOTES:				


	06	5319	AC	
NOTES:				


	06	5322FP	FP	
NOTES:				


	06	5323	AC	
NOTES:				

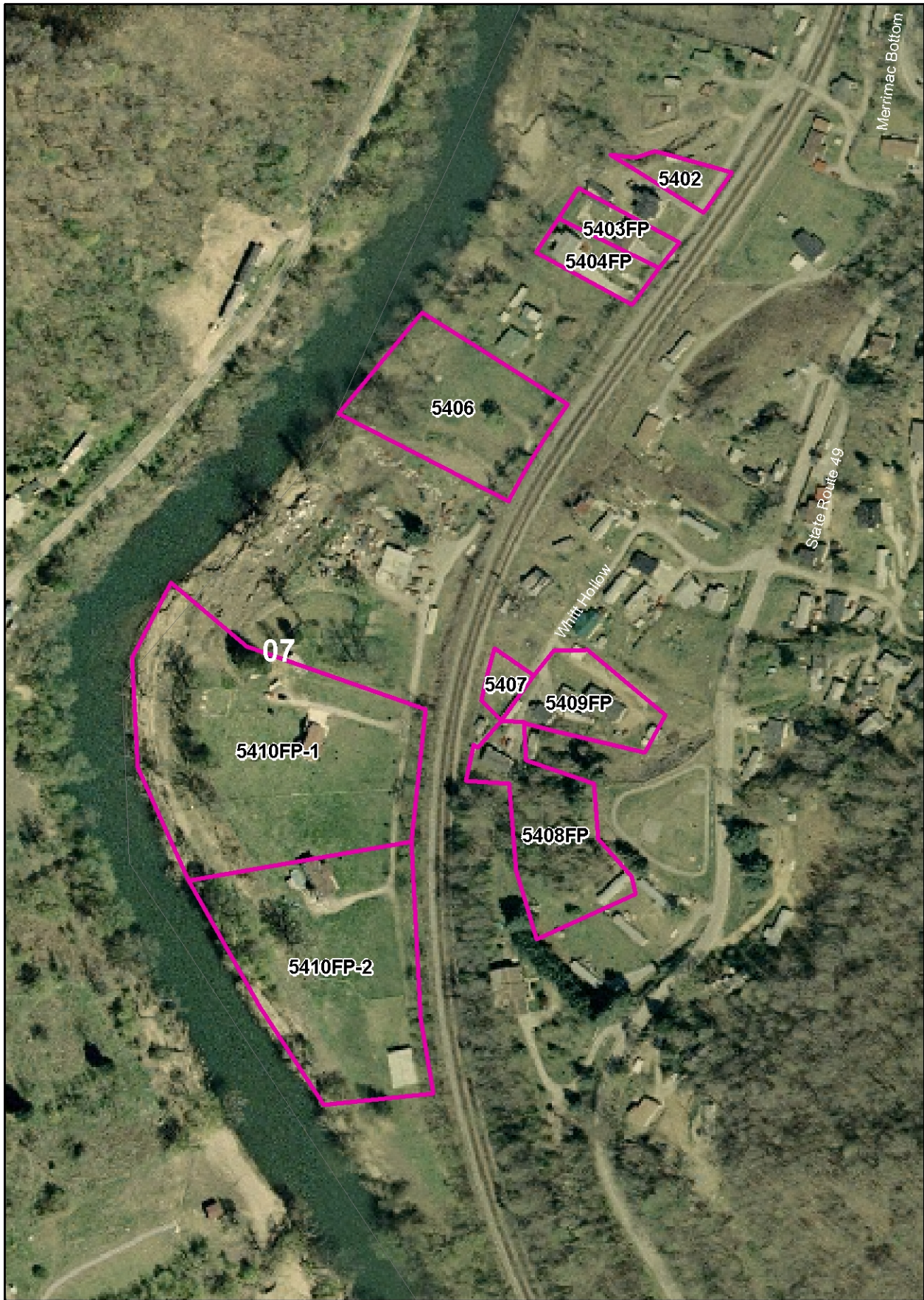
**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	06	5324	AC	
NOTES:				

	06	5328FP	FP	
NOTES:				

	06	5329FP	FP	
NOTES:				

	06	5331FP	FP	
NOTES:				



Legend

- 01 Index Number
- Real Estate Tract
- 5842 Tract Number

Aerial Photography
 WVSAMB
 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004


Upper Mingo County




Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	07	5402	AC	
NOTES:				


	07	5403FP	FP	
	NOTES:			


	07	5404FP	FP	
	NOTES:			


	07	5406	AC	
	NOTES:			

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
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NOTES:				

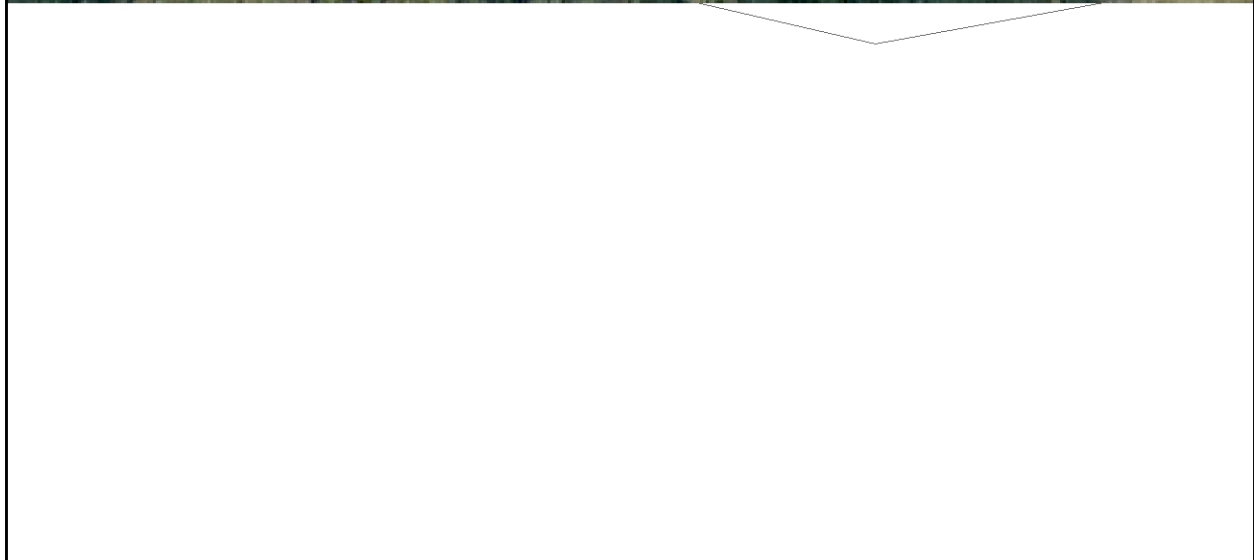
	07	5408FP	FP	
NOTES:				

	07	5409FP	FP	
NOTES:				


	07	5410FP-1	FP	
NOTES:				

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	07	5410FP-2	FP	
NOTES:				



Legend

- 01** Index Number
-  Real Estate Tract
- 5842** Tract Number


Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004


Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	08	5414FP	FP	
NOTES:				

	08	5415FP	FP	
NOTES:				



Legend

01

5842

- Index Number
- Real Estate Tract
- Tract Number


Aerial Photography
 WVSAMB
 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004


Upper Mingo County





Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
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NOTES:				

	09	5420FP	FP	
NOTES:				

	09	5422FP	FP	
NOTES:				

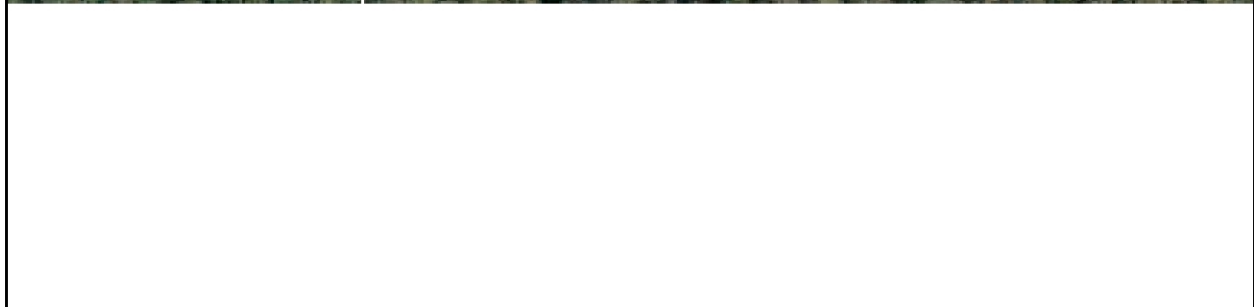
	09	5423FP	FP	
NOTES:				

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	09	5426FP	FP	
NOTES:				

	09	5427	AC	
	NOTES:			

	09	5430	AC	
	NOTES:			



Legend

- 01 Index Number
- Real Estate Tract
- 5842 Tract Number

Aerial Photography
 WVSAMB
 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004

Upper Mingo County




Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	10	5431	AC	
	NOTES:			

	10	5433	AC	
	NOTES:			

	10	5434	AC	
	NOTES:			

	10	5434FP	FP	
	NOTES:			

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	10	5436-1	AC	
	NOTES:			

	10	5436-2	AC	
	NOTES:			

	10	5437	AC	
	NOTES:			



Legend

01	Index Number	Aerial Photography WVSAMB The West Virginia Statewide Addressing and Mapping Board Date - 30 June 2004
	Real Estate Tract	
5842	Tract Number	

Upper Mingo County



Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	11	5505	AC	
	NOTES:			

	11	5506	AC	
	NOTES:			

	11	5508	AC	
	NOTES:			

	11	5517	AC	
	NOTES:			

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	11	5524FP	FP	
NOTES:				



Legend

01
5842

- Index Number
- Real Estate Tract
- Tract Number

Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004

Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	12	5529	AC	
NOTES:				

	12	5531	AC	
NOTES:				

	12	5531FP	FP	
NOTES:				



Legend



- 01 Index Number
- Real Estate Tract
- 5842 Tract Number

Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004

Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	13	5601	AC	
	NOTES:			

	13	5602	AC	
	NOTES:			

	13	5603	AC	
	NOTES:			

	13	5604	AC	
	NOTES:			

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	13	5606	AC	
	NOTES:			



Legend

01
5842

Index Number
Real Estate Tract
Tract Number

Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004

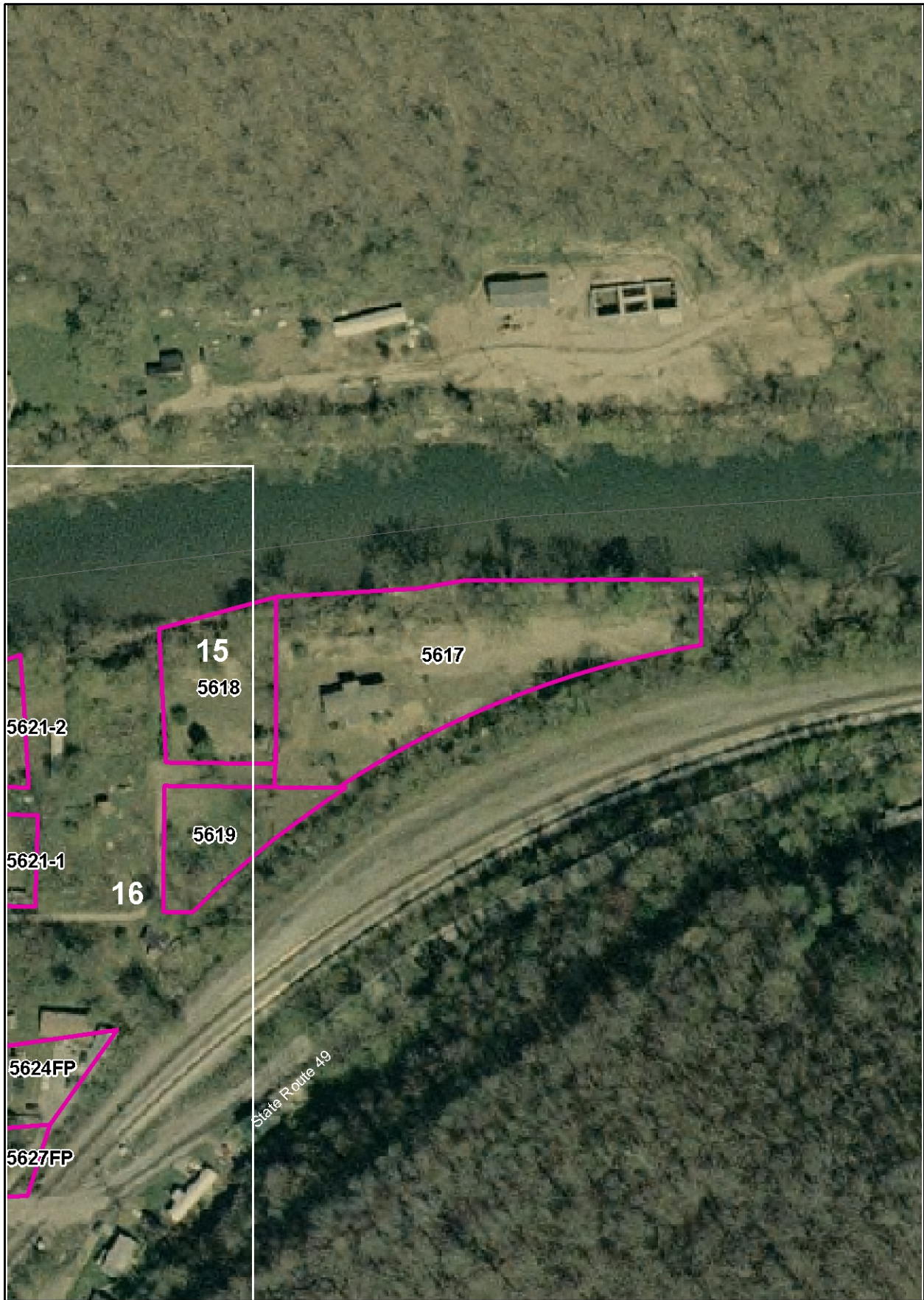
Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	14	5612	AC	
	NOTES:			



Legend

- 01 Index Number
- Real Estate Tract
- 5842 Tract Number

Aerial Photography
 WVSAMB
 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004

Upper Mingo County



Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	15	5617	AC	
	NOTES:			

	15	5618	AC	
	NOTES:			

	15	5619	AC	
	NOTES:			



Legend

- 01**
- 
- 5842**

Index Number
 Real Estate Tract
 Tract Number

Aerial Photography
 WVSAMB
 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004

Upper Mingo County





Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	16	5621-1	AC	
NOTES:				

	16	5621-2	AC	
NOTES:				

	16	5624FP	FP	
NOTES:				

	16	5627FP	FP	
NOTES:				

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	16	5629	AC	
	NOTES:			

	16	5631	AC	
	NOTES:			

<h1>No Picture Available</h1>	16	5633FP	FP	
	NOTES:			

	16	5634	AC	
	NOTES:			

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	16	5636	AC	
	NOTES:			

	16	5637	AC	
	NOTES:			

	16	5638	AC	
	NOTES:			


	16	5647	AC	
	NOTES:			

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	16	5648FP	FP	
NOTES:				


	16	5649	AC	
	NOTES:			

	16	5651	AC	
	NOTES:			

	16	5652FP	FP	
NOTES:				

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	16	5653FP	FP	
NOTES:				


	16	5656FP	FP	
NOTES:				

	16	5657	AC	
NOTES:				

	16	5659	AC	
NOTES:				

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	16	5662FP	FP	
NOTES:				


	16	5663FP	FP	
NOTES:				


	16	5664	AC	
NOTES:				

	16	5665	AC	
NOTES:				

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	16	5668FP	FP	
NOTES:				

	16	5669FP	FP	
NOTES:				

	16	5672FP	FP	
NOTES:				



Legend

- 01 Index Number
- Real Estate Tract
- 5842 Tract Number


Aerial Photography
 WVSAMB
 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004


Upper Mingo County




Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	17	5641FP	FP	
NOTES:				

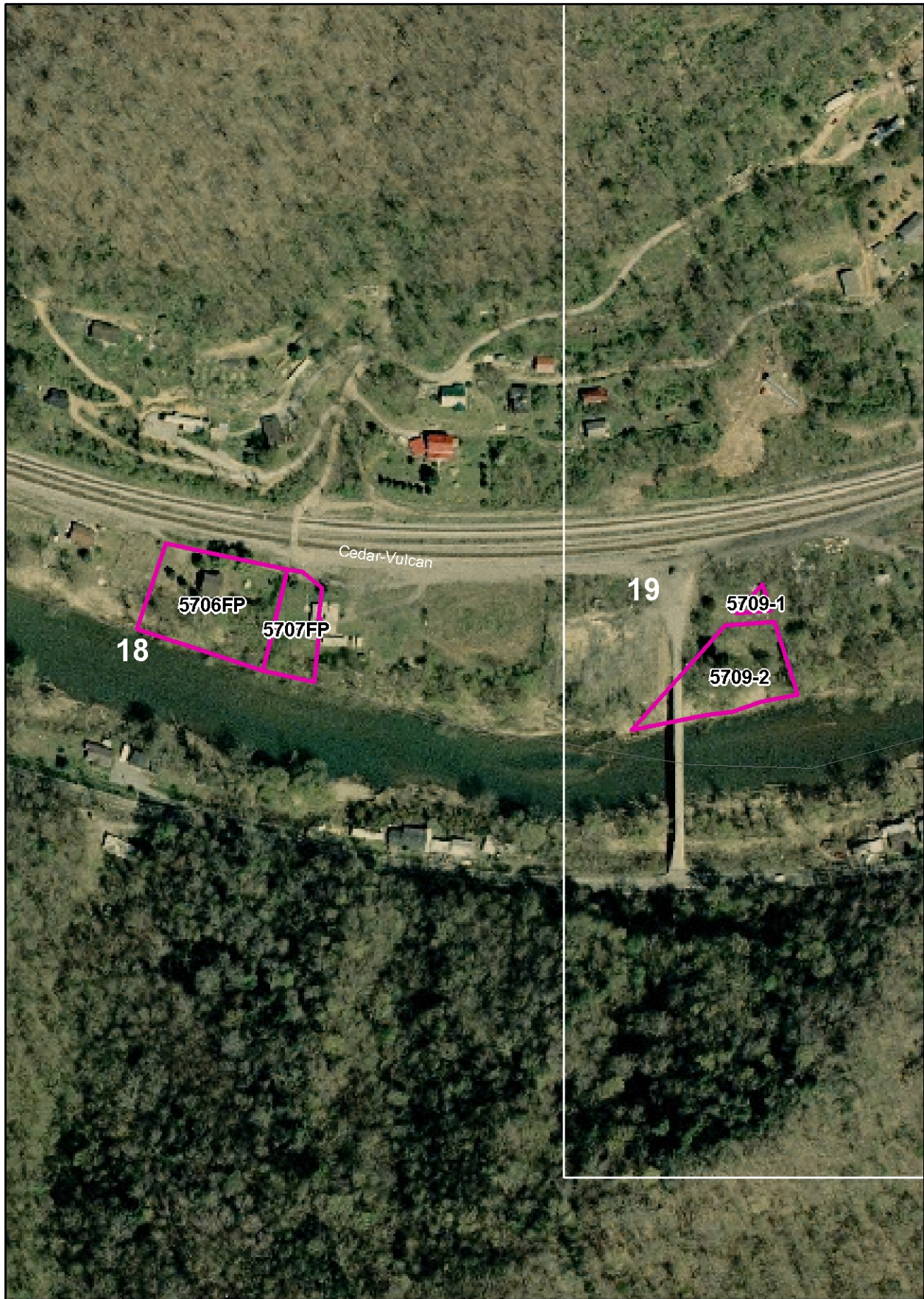
	17	5643FP	FP	
NOTES:				

	17	5675	AC	
NOTES:				

	17	5676FP	FP	
NOTES:				

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	17	5678FP	FP	
NOTES:				



Legend

01

5842

- Index Number
- Real Estate Tract
- Tract Number


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Upper Mingo County



Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	18	5706FP	FP	
NOTES:				

	18	5707FP	FP	
NOTES:				

	18	5709-1	AC	
NOTES:				

	18	5709-2	AC	
NOTES:				



Legend

- 01 Index Number
- Real Estate Tract
- 5842 Tract Number

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 Addressing and Mapping Board
 Date - 30 June 2004

Upper Mingo County



Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	19	5712	AC	
	NOTES:			



Legend

- 01 Index Number
- Real Estate Tract
- 5842 Tract Number

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 Addressing and Mapping Board
 Date - 30 June 2004

Upper Mingo County



Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**


PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	20	5716	AC	
	NOTES:			

	20	5717	AC	
	NOTES:			

	20	5719	AC	
	NOTES:			


	20	5720	AC	
	NOTES:			

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	20	5721FP	FP	
NOTES:				



Legend

01	Index Number
	Real Estate Tract
5842	Tract Number

Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004


Upper Mingo County



Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	21	5723	AC	
NOTES:				

	21	5724FP	FP	
NOTES:				

	21	5726	AC	
NOTES:				



Legend

01

Index Number



Real Estate Tract

5842

Tract Number

Aerial Photography
WVSAMB
The West Virginia Statewide
Addressing and Mapping Board
Date - 30 June 2004


Upper Mingo County

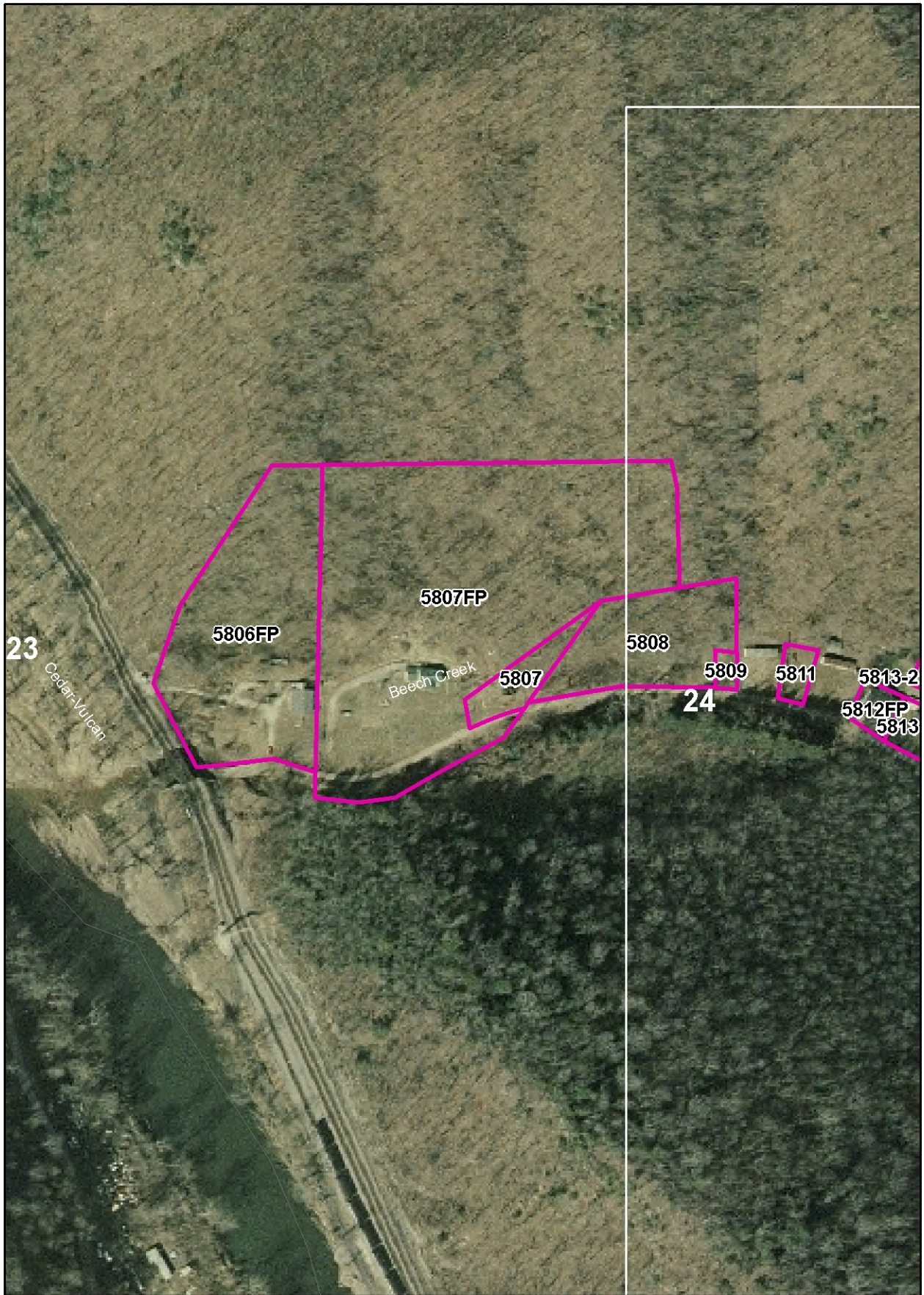


Section 202
Non-Structural Project
US Army Corps of Engineers
Huntington District
December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	22	5801	AC	
NOTES:				

	22	5803FP	FP	
	NOTES:			



Legend

01

5842

Index Number
 Real Estate Tract
 Tract Number


Aerial Photography
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 The West Virginia Statewide
 Addressing and Mapping Board
 Date - 30 June 2004

Upper Mingo County




Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	23	5806FP	FP	
NOTES:				

	23	5807	AC	
	NOTES:			

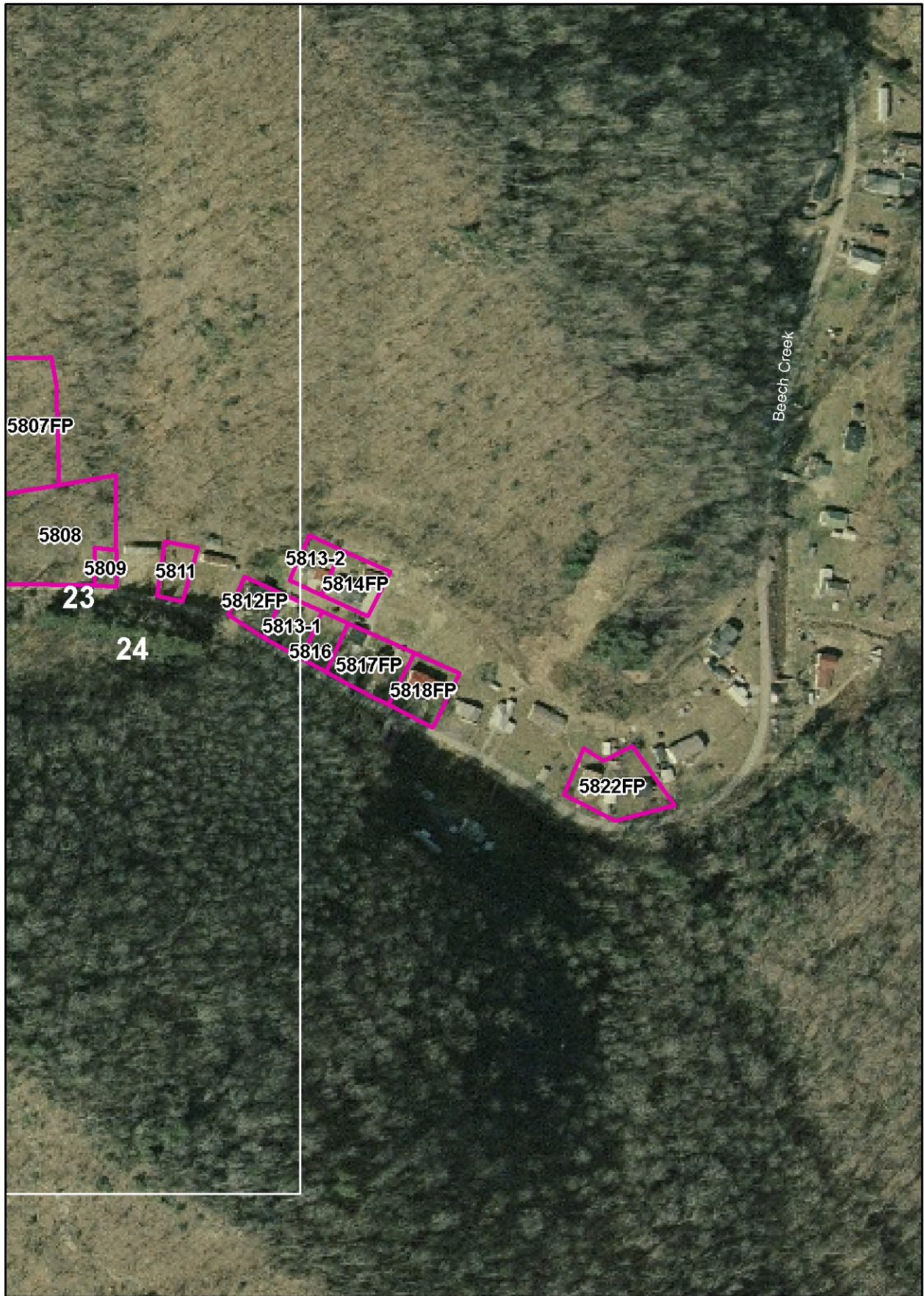
	23	5807FP	FP	
NOTES:				

	23	5808	AC	
	NOTES:			


**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	23	5809	AC	
	NOTES:			

	23	5811	AC	
	NOTES:			



Legend

- 01** Index Number
-  Real Estate Tract
- 5842** Tract Number


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 Date - 30 June 2004

Upper Mingo County




Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District
 December 2006

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	24	5812FP	FP	
NOTES:				


	24	5813-1	AC	
	NOTES:			


	24	5813-2	AC	
	NOTES:			


	24	5814FP	FP	
NOTES:				

**UPPER MINGO COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

PICTURE/SKETCH	INDEX	TRACT	TYPE	DATE
	24	5816	AC	
NOTES:				

	24	5817FP	FP	
NOTES:				

	24	5818FP	FP	
NOTES:				

	24	5822FP	FP	
NOTES:				

APPENDIX C

SUPPORTING FORMS

**U.S. ARMY, CORPS OF ENGINEERS
HUNTINGTON DISTRICT
HUNTINGTON, WEST VIRGINIA**

**UPPER MINGO COUNTY SECTION 202 NON-STRUCTURAL PROJECT
DETAILED INDEX- STRUCTURES- TRACTS**

INDEX	TRACT	TYPE	FLOOD	ELEV.	NOTES
01	5842	AC	1977	639.20	
02	5836FP	FP	1977	725.50	
03	5849FP	FP	1977	751.90	
03	5851	AC	1977	751.90	
03	5852	AC	1977	751.90	
04	5301	AC	1977	680.05	
04	5302	AC	1977	680.05	
04	5303	AC	1977	680.05	
05	5304FP	FP	1977	681.26	
06	5306	AC	1977	682.81	
06	5309	AC	1977	682.72	
06	5314	AC	1977	682.72	
06	5316	AC	1977	682.81	
06	5317	AC	1977	682.72	
06	5319	AC	1977	682.81	
06	5322FP	FP	1977	682.81	
06	5323	AC	1977	683.38	
06	5324	AC	1977	683.99	
06	5328FP	FP	1977	683.31	
06	5329FP	FP	1977	683.31	
06	5331FP	FP	1977	683.31	
07	5402	AC	1977	685.60	
07	5403FP	FP	1977	685.60	
07	5404FP	FP	1977	685.60	
07	5406	AC	1977	686.04	
07	5407	AC	1977	686.56	
07	5408FP	FP	1977	686.56	
07	5409FP	FP	1977	686.56	
07	5410FP-1	FP	1977	686.56	
07	5410FP-2	FP	1977	686.56	
08	5414FP	FP	1977	688.65	
08	5415FP	FP	1977	688.00	
09	5419FP	FP	1977	691.19	
09	5420FP	FP	1977	691.19	

AC=Acquisition, FP=Elevated Structure

**UPPER MINGO COUNTY SECTION 202 NON-STRUCTURAL PROJECT
DETAILED INDEX- STRUCTURES- TRACTS**

INDEX	TRACT	TYPE	FLOOD	ELEV.	NOTES
09	5422FP	FP	1977	691.19	
09	5423FP	FP	1977	691.19	
09	5426FP	FP	1977	691.50	
09	5427	AC	1977	691.50	
09	5430	AC	1977	691.50	
10	5431	AC	1977	691.50	
10	5433	AC	1977	691.50	
10	5434	AC	1977	691.70	
10	5434FP	FP	1977	691.80	
10	5436-1	AC	1977	691.70	
10	5436-2	AC	1977	691.70	
10	5437	AC	1977	691.80	
11	5505	AC	1977	697.50	
11	5506	AC	1977	697.50	
11	5508	AC	1977	697.50	
11	5517	AC	1977	697.50	
11	5524FP	FP	1977	697.60	
12	5529	AC	1977	698.17	
12	5531	AC	1977	698.25	
12	5531FP	FP	1977	698.25	
13	5601	AC	1977	721.40	
13	5602	AC	1977	721.50	
13	5603	AC	1977	721.60	
13	5604	AC	1977	721.60	
13	5606	AC	1977	722.07	
14	5612	AC	1977	727.44	
15	5617	AC	1977	728.16	
15	5618	AC	1977	728.16	
15	5619	AC	1977	728.16	
16	5621-1	AC	1977	728.40	
16	5621-2	AC	1977	728.40	
16	5624FP	FP	1977	728.34	
16	5627FP	FP	1977	728.34	
16	5629	AC	1977	728.51	

AC=Acquisition, FP=Elevated Structure

**UPPER MINGO COUNTY SECTION 202 NON-STRUCTURAL PROJECT
DETAILED INDEX- STRUCTURES- TRACTS**

INDEX	TRACT	TYPE	FLOOD	ELEV.	NOTES
16	5631	AC	1977	728.80	
16	5633FP	FP	1977	728.94	
16	5634	AC	1977	728.94	
16	5636	AC	1977	728.94	
16	5637	AC	1977	728.94	
16	5638	AC	1977	728.94	
16	5647	AC	1977	728.40	
16	5648FP	FP	1977	728.40	
16	5649	AC	1977	728.40	
16	5651	AC	1977	728.40	
16	5652FP	FP	1977	728.51	
16	5653FP	FP	1977	728.51	
16	5656FP	FP	1977	728.40	
16	5657	AC	1977	728.40	
16	5659	AC	1977	728.40	
16	5662FP	FP	1977	728.51	
16	5663FP	FP	1977	728.51	
16	5664	AC	1977	728.57	
16	5665	AC	1977	728.51	
16	5668FP	FP	1977	728.57	
16	5669FP	FP	1977	728.94	
16	5672FP	FP	1977	728.94	
17	5641FP	FP	1977	729.65	
17	5643FP	FP	1977	730.55	
17	5675	AC	1977	729.47	
17	5676FP	FP	1977	730.00	
17	5678FP	FP	1977	730.55	
18	5706FP	FP	1977	735.65	
18	5707FP	FP	1977	735.74	
18	5709-1	AC	1977	736.85	
18	5709-2	AC	1977	736.85	
19	5712	AC	1977	737.25	
20	5716	AC	1977	739.94	
20	5717	AC	1977	740.17	

AC=Acquisition, FP=Elevated Structure

**UPPER MINGO COUNTY SECTION 202 NON-STRUCTURAL PROJECT
DETAILED INDEX- STRUCTURES- TRACTS**

INDEX	TRACT	TYPE	FLOOD	ELEV.	NOTES
20	5719	AC	1977	740.21	
20	5720	AC	1977	740.27	
20	5721FP	FP	1977	740.27	
21	5723	AC	1977	740.39	
21	5724FP	FP	1977	740.46	
21	5726	AC	1977	740.46	
22	5801	AC	1977	745.63	
22	5803FP	FP	1977	745.64	
23	5806FP	FP	1977	756.98	
23	5807	AC	1977	756.98	
23	5807FP	FP	1977	756.98	
23	5808	AC	1977	756.98	
23	5809	AC	1977	756.98	
23	5811	AC	1977	756.98	
24	5812FP	FP	1977	756.98	
24	5813-1	AC	1977	756.98	
24	5813-2	AC	1977	756.98	
24	5814FP	FP	1977	756.98	
24	5816	AC	1977	756.98	
24	5817FP	FP	1977	756.98	
24	5818FP	FP	1977	756.98	
24	5822FP	FP	1977	756.98	

AC=Acquisition, FP=Elevated Structure

The County Commission of Mingo County

Attn: Operations Division, Readiness Branch
Huntington District
US Army Corps of Engineers
502 8th Street
Huntington, WV 25701

Dear Emergency Management Chief:

Below is a list of structures and property that do not meet the annual inspection requirements for the Upper Mingo County Section 202 Non-Structural Project. The guidelines for inspection were set fourth in the Project Cooperation Agreement (PCA) signed December 1995 and the O&M manual dated September 2006 established for annual reporting.

Structures with moveable measure:

Structures:

Property:

Enforcement Action:

Also, attached are the "Maintenance Checklist", sketches and reference photographs that clarify the properties in violation.

Sincerely,

John Doe
Floodplain Coordinator
County Commission of Mingo County

FLOODPROOFING CHECKLIST
Maintenance and Compliance
Upper Mingo County Section 202

Tract: _____ Struct: _____ Owner: _____

SUMMARY: Violation _____ YES _____ NO INSPECTION DATE: _____

INSPECTION TYPE: (Circle what applies)

Drive-by - Physical - Structure - Property - Elevation

Other(explain): _____

A. ELEVATED

_____ Piers (open flow) (Go to A 1.b.)

_____ "Solid" Wall (intentionally flooded)

All qualifying structures must provide for intentional flooding of the under floor area and positive drainage of this area (no "moveable measures" allowed).

1. Method of Flooding Area Under Protected Floor

a. _____ Flood louvers, vents, small openings

(1) Net area of louver(s) equal to or greater than 1/12 of enclosed area (at least one square inch per square foot enclosed)? _____ YES _____ NO

(2) Louvers are freely operable and are not sticking in any position? _____ YES _____ NO

(3) Are louvers blocked by stored items dense shrubbery, or other materials that would serve to obstruct water flow, either in or out? _____ YES _____ NO

NOTE: Louvers may be blocked by Styrofoam - type insulation that is friction fit, provided that such an obstruction can be removed by pushing your hand through from the outside of the louver. This should not require more than ten pounds of force.

b. _____ Break-Away Walls or Panels

(1) Net area of break away panels or walls equal to or greater than 1/12 of enclosed area (at least one square inch per square foot of enclosure)? _____ YES _____ NO

(2) Are panels or walls freely moveable with a force of ten pounds per square foot or less (may swing or collapse)? _____ YES _____ NO

(3) Are panels or walls secured by hinges or chains so that they do not become floatable debris that may endanger other structures? _____ YES _____ NO

FLOODPROOFING CHECKLIST
Maintenance and Compliance
Upper Mingo County Section 202

Tract: _____ Struct: _____ Owner: _____

B. FLOODPROOFED

- _____ Berm or Dike
- _____ Detached Private Floodwall
- _____ Attached Floodwall or Veneer

1. Floodproofing Certificate (FEMA 81-65) on record?

_____ YES _____ NO

2. Are any gates, pumps, doors, or other "moveable measures" that must be operated manually or by a nonprotected power source included in the floodproofing design? If so, list below and state condition.

<u>ITEM</u>	<u>CONDITION</u>	<u>USABLE YES/NO</u>

NOTE: Any "NO" answer is a floodproofing violation.

NOTE: Any single-family residential structure with a "moveable measure" will NOT comply with FEMA rules. Internal drainage pumps used as a primary method of removing flood waters are a "moveable measure".

3. Are the veneers, dikes, or floodwalls in good repair? Inspect for masonry cracks, structural defects, exposed footings, evidence of settlement, or other instability. Competent engineering professionals should be utilized to inspect these structures if the slightest question exists.

FLOODPROOFING CHECKLIST
Maintenance and Compliance
Upper Mingo County Section 202

Tract: _____ Struct: _____ Owner: _____

C. ADDITIONAL HAZARDS (Any checked item is a violation)

- _____ Appliances located below the April 77 or 100yr flood elevation.
- _____ Finished walls (other than painted or stucco masonry) in excess of 20 linear feet. NOTE: This includes stair-well enclosures below April 77 or 100yr flood elevation.
- _____ Household furnishings that would indicate any area below the April 77 or 100yr flood elevation is being used for living area.
- _____ Excessive storage in the enclosed area below the April 77 or 100yr flood elevation.
- _____ Installation of heating or cooling runs or freestanding heating or cooling equipment in the area below the April 77 or 100yr flood elevation.
- _____ New construction or additions below the April 77 or 100yr flood elevation.
- _____ Electrical outlets or switches below the April 77 or 100yr flood elevation.

D. SPECIFIC MAINTENANCE ITEMS (Any item checked is a violation)

- _____ Evidence of loose or rusted connections or bolts in:
 - _____ Deck or step supports or braces
 - _____ Bracing of piers (including access deck piers)
 - _____ Home tie-downs or anchor bolts
- _____ Evidence of rust or other deterioration in the flood louvers or hinges of swing-away panels that would reduce their effectiveness.

E. OTHER SAFETY COMMENTS

FLOODPROOFING CHECKLIST
Maintenance and Compliance
Upper Mingo County Section 202

Tract: _____ Struct: _____ Owner: _____

SUMMARY: Violation _____ YES _____ NO INSPECTION DATE: _____

FLOODPLAIN COORDINATOR

DATE

The undersigned owner(s) acknowledge the floodproofing inspection under the legal obligations and conditions of the Floodproofing Agreement duly executed by the owner(s) or previous owner(s) and the United States of America on behalf of the County Commission of Mingo County and recorded in the land records of Mingo County, West Virginia.

OWNER

DATE

CO-OWNER (If Applicable)

DATE

APPENDIX D

FLOODPROOFING AGREEMENT

**U.S. ARMY, CORPS OF ENGINEERS
HUNTINGTON DISTRICT
HUNTINGTON, WEST VIRGINIA**

FLOODPROOFING AGREEMENT

TRACT NO. ____FP

UPPER MINGO COUNTY NONSTRUCTURAL
FLOOD CONTROL PROJECT

WHEREAS, pursuant to Public Law 96-367 (Title II, Section 202, of the Energy and Water Development Appropriation Act, 1981), and pursuant to the provisions of the Project Cooperation Agreement (hereinafter referred to as the "PCA") dated 20 December 1995 between the United States of America (hereinafter sometimes referred to as the "Government") and the County Commission of Mingo County (hereinafter sometimes referred to as the "County"), the Government and the County have undertaken the implementation of the Upper Mingo County Nonstructural Flood Control Project (hereinafter sometimes referred to as the "Project"); and

WHEREAS, implementation of the Project includes, inter alia, the floodproofing of certain structures so that the habitable floors thereof are raised to levels or protected by other means in such a manner which will protect the structures from certain flooding to the greater extent practicable by allowing the free movement of floodwater beneath and around the structures; and

WHEREAS, pursuant to the Memorandum of Agreement between the

Division, Huntington District, U.S. Army Corps of Engineers, hereby agrees to pay reasonable and legitimate expenses involved in floodproofing said structure as hereinbefore stated, not to exceed \$_____, subject to the availability of funds and to the submission by the Owner(s) of appropriate expense documentation as may be required by the Government. The Owner(s) shall permit an inspection or inspections of the floodproofing work by the Government, its contractors, assigns or representatives upon completion of the work, and/or at any time during the work's progress, to ensure that the work is acceptable to the Government and has been satisfactorily performed to meet the Project's criteria as to design, construction, and protection prior to payment. Provided, further, that all floodproofing work must be done within _____ days of the date this Agreement is accepted by the United States, and further, that such work shall be performed by a licensed contractor, approved by the Government to do the work in accordance with Guide Plans and Specifications and estimates previously approved by the Government. Provided, further, that the payment herein provided shall be made by Government issued check payable to the Owner(s) and said contractor jointly. Provided, further, that, should the Owner(s) incur any cost in excess of said amount, that cost shall be borne by the Owner(s) unless such additional amount is expressly approved in writing by the Government as necessary for the purposes of flood damage reduction.

2. The Owner(s) hereby agree(s) that the Owner's(s') written

Owner's(s') desire that (insert name of contractor) , Contractor, perform the work necessary in connection herewith; that the Government has made no warranties or guarantees whatsoever in connection with the Contractor or with the Contractor's ability to satisfactorily perform the work; and, that, as between the Government and the Owner(s), the Owner(s) is/are solely responsible to arrange for the Contractor's satisfactory completion of the work in accordance herewith.

5. Further, that for and in the consideration aforesaid, the receipt and sufficiency of which are hereby acknowledged, the Owner(s), for himself/herself/themselves and his/her/their heirs and assigns, does/do hereby GRANT, unto the County Commission of Mingo County, and its assigns, the perpetual right, power, and privilege of access to said land and any structures thereon at all reasonable times considered necessary by the County Commission of Mingo County, its contractors, assigns or representatives to ensure that this Agreement, its covenants and restrictions, and the intents and purposes of the project are being complied with by the Owner(s), his/her/their heirs and assigns;

6. The Owner(s), for himself/herself/themselves and his/her/their heirs and assigns, hereby covenant(s) and warrant(s) to the County Commission of Mingo County, and to its assigns forever, and agree(s), that no construction, alteration, or placement of structures of any kind or nature whatsoever on

unchallenged by the Owner(s), and by the Owner's(s') heirs and assigns, to seek legal enforcement of all of the provisions contained herein, it being the intentions of the parties that said provisions shall attach to and run with the land forever.

9. The (insert name of lienholder) joins in this Agreement for purposes of consenting to the terms of this Agreement and subordinating its rights in the property identified by the Government as Tract No. ____FP, arising out of that certain (specifically describe the lien), in the land records of Mingo County, West Virginia, to the easements and other rights and restrictions herein acquired by the Government and the County Commission of Mingo County.

10. [insert name(s) of tenant(s) or spouse(s) of owner(s)], for himself/herself/themselves and his/her/their heirs and assigns, hereby join(s) in this Agreement for the purposes of consenting to the terms of this Agreement and subordinating any and all rights he/she/they may possess or acquire as [specify tenant(s) or spouse(s)] of the Owner(s), [insert name(s) of owner(s)], to the easements and other rights and restrictions herein acquired by the Government and the County Commission of Mingo County.

11. It is further provided that the obligations of the Government herein are contingent upon the Owner(s) obtaining, as may be acceptable to the Government, the consent of any lienholder or

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____.

(Seal)

NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19__, by _____.

(Seal)

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

_____, Attorney
U.S. Army, Corps of Engineers
Post Office Box 1638
Williamson, West Virginia 25661-1638

APPENDIX E

**LETTERS TURNING OVER STRUCTURES
AND TRACTS TO SPONSOR**

**U.S. ARMY, CORPS OF ENGINEERS
HUNTINGTON DISTRICT
HUNTINGTON, WEST VIRGINIA**

December 31, 1997

Planning Division
FPM/Special Studies Branch


BARR/dsb/5644 ✓

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:


The purpose of this letter is to turn the completed floodproofing work on Tract No. 5304FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Thelma Elkins, homeowner, was recorded on November 4, 1997, in the records of Mingo County in Deed Book 357, at page 528, along the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on November 4, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5304FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD


James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

July 18, 1997

Planning Division
FPM/Special Studies Branch

✓ BARR/dsb/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:


The purpose of this letter is to turn the completed floodproofing work on Tract No. 5322FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Mary Stafford and William Cline, homeowners, was recorded on February 13, 1997, in the records of Mingo County in Deed Book 352, at page 501, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on February 4, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5322FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD


James S. Everman
Chief, Planning Division

Enclosures
Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5328FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Lassie Prater, homeowner, was recorded on November 27, 2000, in the records of Mingo County in Deed Book 379, at page 608, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on October 24, 2000, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5328FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P (Smith)

July 18, 1997

Planning Division
FPM/Special Studies Branch

✓ BARR/dsb/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:


The purpose of this letter is to turn the completed floodproofing work on Tract No. 5329FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Erin Hall, homeowner, was recorded on February 13, 1997, in the records of Mingo County in Deed Book 352, at page 481, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on February 13, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5329FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD



James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

December 31, 1997

Planning Division
FPM/Special Studies Branch


BARR/dsb/5644 ✓

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:


The purpose of this letter is to turn the completed floodproofing work on Tract No. 5403FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Roscoe & Ruth White, homeowners, was recorded on June 18, 1997, in the records of Mingo County in Deed Book 354, at page 401, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on June 18, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5403FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD


James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5404FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, Second Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Chester Roberts and Elaine Roberts, homeowners, was recorded on March 2, 1998, in the records of Mingo County in Deed Book 359, at page 318, along with the Modification to Floodproofing Agreement, Second Modification to Floodproofing Agreement, and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on March 2, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5404FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

Planning Division
FPM/Special Studies Branch

a:\harris-fpltr.nek
✓ Harris/nek/5644

NOV 05 1998

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5408FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Jim Ed and Virgie Mae Whitt, homeowners, was recorded on December 13, 1996, in the records of Mingo County Deed Book 0354 page 105, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on May 22, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5408FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

WORKMAN PD

EVERMAN PD

James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:

CELRH-RE
CELRH-DL-M (Smith)

December 30, 1997

Planning Division
FPM/Special Studies Branch


BARR/dsb/5644 ✓

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:


The purpose of this letter is to turn the completed floodproofing work on Tract No. 5409FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Jason and Billie Sue Whitt, homeowners, was recorded on April 4, 1997, in the records of Mingo County in Deed Book 353, at page 178, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on April 4, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5409FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD


James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5410FP-1, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Keith Staten and James R. Hensley, homeowners, was recorded on October 17, 1997, in the records of Mingo County in Deed Book 357, at page 199, along with the Modification to Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on October 17, 1997, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5410FP-1, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

Planning Division
FPM/Special Studies Branch

NOV 06 1998

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✓ Harris/nek/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5410FP-2, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Keith and Cecilia Staten, homeowners, was recorded on August 22, 1997, in the records of Mingo County Deed Book 0358, at page 125, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on December 2, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5410FP-2, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

WORKMAN PD

EVERMAN PD

James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:

CELRH-RE
CELRH-DL-M (Smith)

Planning Division
FPM/Special Studies Branch

a:\harris-fpltr.nek
✓ Harris/nek/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5414FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Donald and Lois McCoy, homeowners, was recorded on January 5, 1998, in the records of Mingo County Deed Book 0361, at page 282, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on June 15, 1998, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5414FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

WORKMAN PD

EVERMAN PD

James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:

CELRH-RE
CELRH-DL-M (Smith)

JUN 25 2003

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5415FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Robert McCoy, homeowner, was recorded on March 20, 1998, in the records of Mingo County in Deed Book 359, at page 706, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on March 20, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5415FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,



Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5419FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Elevation Certificate. The Floodproofing Agreement, executed by Gladys Hatfield, homeowner, was recorded on February 25, 2000, in the records of Mingo County in Deed Book 374, at page 289, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on February 25, 2000, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5419FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P (Smith)

July 18, 1997

Planning Division
FPM/Special Studies Branch

✓ BARR/dsb/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:


The purpose of this letter is to turn the completed floodproofing work on Tract No. 5420FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Jimmy D. Coleman, homeowner, was recorded on January 13, 1997, in the records of Mingo County in Deed Book 352, at page 147, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on January 13, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5420FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD


James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

JUN 25 2003

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5422FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Shelia F. Miller, homeowner, was recorded on October 3, 1997, in the records of Mingo County in Deed Book 357, at page 40, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on September 22, 1997, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5422FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,



Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5423FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are copies of the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Joy Coleman, homeowner, was recorded on April 25, 1997, in the records of Mingo County in Deed Book 353, at page 423, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on April 25, 1997, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5423FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5426FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by James Akers and Wilda Akers, homeowners, was recorded on December 8, 1998, in the records of Mingo County in Deed Book 364, at page 348, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on December 4, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5426FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5434FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Tug Valley Country Club, homeowner, was recorded on October 9, 2001, in the records of Mingo County in Deed Book 384, at page 106, along with the Modification to Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on October 9, 2001, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5434FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

June 26, 1997

Planning Division
FPM/Special Studies Branch

✓ BARR/dsb/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:


The purpose of this letter is to turn the completed floodproofing work on Tract No. 5524FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Ed and Nancy Estep, homeowners, was recorded on December 11, 1996, in the records of Mingo County in Deed Book 351, at page 479, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on December 11, 1996, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5524FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD


James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5531FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, the Second Modification to the Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Eva May Cook, homeowner, was recorded on May 27, 1998, in the records of Mingo County in Deed Book 360, at page 730, along with the Modification to Floodproofing Agreement, the Second Modification Agreement, and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on May 27, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5531FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5633FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Anthony C. Blankenship, Jr. and Patricia Blankenship, homeowners, was recorded on October 29, 1999, in the records of Mingo County in Deed Book 371, at page 678, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on October 29, 1999, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5633FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5641FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Howard E. Croaff, homeowner, was recorded on May 14, 1999, in the records of Mingo County in Deed Book 367, at page 476, along with the and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on May 13, 1999, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5641FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5643FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Eunice Gooslin, homeowner, was recorded on September 1, 2000, in the records of Mingo County in Deed Book 378, at page 79, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on September 1, 2000, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5643FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5648FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Pearl Blankenship, homeowner, was recorded on November 13, 1998, in the records of Mingo County in Deed Book 364, at page 56, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on November 13, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5648FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5652FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Ballard Bailey and Georgia Bailey, homeowners, was recorded on January 16, 1998, in the records of Mingo County in Deed Book 362, at page 731, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on January 16, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5652FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5656FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Betty Robinette, homeowner, was recorded on February 16, 1999, in the records of Mingo County in Deed Book 366, at page 001, along with the Subordination Agreement and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on February 16, 1999, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5656FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5662FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by George Compton, homeowner, was recorded on January 22, 1999, in the records of Mingo County in Deed Book 365, at page 570, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on January 28, 1999, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5662FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Barr/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5663FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Judith L. Hurley, homeowner, was recorded on May 23, 2003, in the records of Mingo County in Deed Book 392, at page 001, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on May 23, 2003, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5663FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5676FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Georgia Bentley Cunningham, homeowner, was recorded on February 15, 2000, in the records of Mingo County in Deed Book 373, at page 727, along with the Modification to Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on February 15, 2000, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5676FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5678FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Nancy Darlene Dotson, homeowner, was recorded on September 1, 2000, in the records of Mingo County in Deed Book 378, at page 65, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on September 1, 2000, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5678FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

July 15, 1999

Planning Division
FPM/Special Studies Branch

✓ BARR/nma/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5706FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Betty Jane Daniels, homeowner, was recorded on March 9, 1998, in the records of Mingo County in Deed Book 359, at page 524, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on March 6, 1998, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5706FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD

James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5707FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Ancie and Vanessa Casey, homeowners, was recorded on February 13, 1998, in the records of Mingo County in Deed Book 359, at page 124, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on February 12, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5707FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Stephen D. O'Leary
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5721FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Lydia Johnson and Ted Johnson, homeowners, was recorded on February 23, 1998, in the records of Mingo County in Deed Book 359, at page 239, along with the Modification to Floodproofing Agreement, Subordination Agreement, and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on February 23, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5721FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Barr/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Smith:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5724FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Roger D. Clemons and Sandra L. Clemons, homeowners, was recorded on August 20, 2004, in the records of Mingo County in Deed Book 398, at page 166, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on August 16, 2004, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5724FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE
CELRH-PM-P

Planning Division
FPM/Special Studies Branch

NOV 05 1998

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✓ Harris/nek/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5803FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Hazel Daniels, homeowner, was recorded on September 26, 1997, in the records of Mingo County Deed Book 0358, at page 64, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on November 25, 1997, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5803FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

WORKMAN PD

EVERMAN PD

James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:

CELRH-RE ✓
CELRH-DL-M (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Trimboli/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5806FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Linda Ann Gibson, homeowner, was recorded on June 8, 2000, in the records of Mingo County in Deed Book 376, at page 531, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on June 6, 2000, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5806FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5807FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Joe Clarence Gibson, homeowner, was recorded on January 25, 2000, in the records of Mingo County in Deed Book 373, at page 337, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on January 25, 2000, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5807FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5812FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Ernest McCoy, homeowner, was recorded on April 23, 1999, in the records of Mingo County in Deed Book 367, at page 258, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on April 24, 1999, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5812FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P (Smith)

July 14, 1999

Planning Division
FPM/Special Studies Branch

✓ BARR/nma/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5814FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the and the Elevation Certificate. The Floodproofing Agreement, executed by Earl Lee, homeowner, was recorded on May 13, 1998, in the records of Mingo County in Deed Book 360, at page 560, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on May 13, 1998, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5814FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD

James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

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Planning Division
FPM/Special Studies Branch

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✓Harris/nek/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5817FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Billie and Bertha Lee, homeowners, was recorded on September 26, 1997, in the records of Mingo County Deed Book 0360 page 174, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on April 10, 1998 and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5817FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

WORKMAN PD

EVERMAN PD

James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:

CELRH-RE ✓
CELRH-DL-M (Smith)

July 14, 1999

Planning Division
FPM/Special Studies Branch

✓ BARR/nma/5644

Mr. Alvin C. Fletcher
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Fletcher:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5818FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Charles C. Daniels, homeowner, was recorded on June 3, 1998, in the records of Mingo County in Deed Book 361, at page 69, along with the Elevation Certificate. Also enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on June 3, 1998, and was attended by Mr. Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5818FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Workman PD-S/PD

Everman PD

James S. Everman
Chief, Planning Division

Enclosures

Copies Furnished:
CELRH-RE
CELRH-ED-DL-M (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Mers/mdf/5644

Mr. Jim Hatfield
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Hatfield:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5822FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement, the Modification to Floodproofing Agreement, and the Elevation Certificate. The Floodproofing Agreement, executed by Elmer Daniels, homeowner, was recorded on February 3, 1998, in the records of Mingo County in Deed Book 359, at page 29, along with the Modification to Floodproofing Agreement and the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on February 3, 1998, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5822FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:
CELRH-RE

CELRH-PM-P (Smith)

Planning, Programs and Project Management Division
Planning Branch, FPM/Special Studies Section

Barr/mdf/5644

Mr. Greg Smith
President, Mingo County Commission
Post Office Box 1197
Williamson, West Virginia 25661-1197

Dear Mr. Smith:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 5836FP, Upper Mingo County Nonstructural Flood Control Project, over to the County Commission. Enclosed are the original recorded copies of the Floodproofing Agreement and the Elevation Certificate. The Floodproofing Agreement, executed by Lucinda Canterbury, homeowner, was recorded on June 9, 2005, in the records of Mingo County in Deed Book 403, at page 015, along with the Elevation Certificate. Also, enclosed is the original copy of the Final Inspection Floodproofing Checklist, Maintenance and Compliance. The final inspection was held on June 9, 2005, and was attended by Bill Davis of your office. It was then determined that the floodproofing work was completed to satisfaction in accordance with project requirements.

In accordance with the Project Cooperation Agreement, it has been determined that the completed floodproofing work is a functional portion of the project, in that it can function independently as flood protection for the eligible structure(s) located on Tract No. 5836FP, although the balance of the project is not yet completed. As a functional portion of the project, the completed floodproofing work is suitable to be turned over to the Mingo County Commission for operation, maintenance, repair, replacement, and rehabilitation at no cost to the Government in accordance with the Project Cooperation Agreement and the Maintenance Manual previously furnished to the Commission.

Sincerely,

Oval E. Barr
Floodproofing Coordinator
Upper Mingo County
Nonstructural Project

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P

OPERATION AND
MAINTENANCE
MANUAL
FEBRUARY 2007



UPPER MINGO COUNTY
SECTION 202
NONSTRUCTURAL PROJECT
MINGO COUNTY,
WEST VIRGINIA



**US Army Corps
of Engineers**
Huntington District