

OPERATION AND
MAINTENANCE
MANUAL
MAY 2006



**WAYNE COUNTY
SECTION 202 NONSTRUCTURAL PROJECT
WAYNE COUNTY, WEST VIRGINIA**



**US Army Corps
of Engineers**
Huntington District

OPERATION AND MAINTENANCE MANUAL

**WAYNE COUNTY
NONSTRUCTURAL PROJECT
WAYNE COUNTY, WEST VIRGINIA**

MAY 2006

**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 Wayne County. The following subjects are included: responsibilities, regulations, reporting requirements, inspection and maintenance.

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

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Wayne County and District Approval

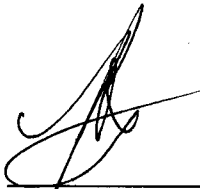
The following O&M Manual has been reviewed and found acceptable for the continued maintenance of the Section 202 Wayne County Non-Structural project by representatives of the Wayne County Commission and the Huntington District U.S. Army Corps of Engineers.



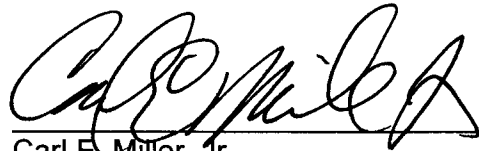
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Wayne County Commission,
President



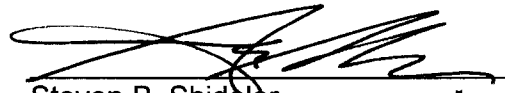
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Purpose

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 Wayne County Commission (Commission).

Description

The project area consists of 33.5 miles of the mainstem Tug Fork, from the confluence of the Tug Fork with the Big Sandy River to the upstream limits of the Wayne/Mingo County Line. The Project area also includes the tributaries of this reach Inundated by either headwater or backwater during the April 1977 flood event.

There were 95 eligible residential and nonresidential structures identified in the initial study. The plan identified 56 residential structures and 5 nonresidential structures for floodproofing – 22 residential and 12 nonresidential structures for acquisition. There were no government owned structures or school facilities identified at the time of the study.

The finished project consists of 66 structures on 59 real estate tracts. These are comprised of 39 voluntary floodproofed structures on 35 tracts and 27 voluntary floodplain acquisitions on 24 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 13 April 1998 (Appendix A). See Appendix B for a project list and maps. Also, included is a Flood Warning and Emergency Evacuation Plan (FWEPP). Preparation of the FWEPP 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 Commission's 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. The Wayne County Non-Structural Project contains one structure with a movable measure – Tract 411FP Structure WC235. All related items should also be tested and inspected such as sump pumps and generators.

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 WAYNE COUNTY, WEST VIRGINIA
FOR**

THE WAYNE COUNTY NONSTRUCTURAL PROJECT

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

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

THIS AGREEMENT is entered into this 13th day of April, 1999, 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 WAYNE COUNTY, WEST VIRGINIA (hereinafter the "Non-Federal Sponsor"), represented by its Commissioners.

WITNESSETH, THAT:

WHEREAS, implementation of the Wayne County, West Virginia Non-structural Flood Control Project in Wayne 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 Wayne 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 Wayne County Nonstructural Project Detailed Project Report, Appendix R, Section 202, General Plan, dated January 1997, and approved by G. Edward Dickey Directorate of Civil Works, U. S. Army Corps of Engineers on September 3, 1997 (hereinafter the "DPR"). The Project area includes the April 1977 floodplain along the Tug Fork from the confluence of the Tug Fork with the Big Sandy River (River Mile 0.0) upstream to the Wayne/Mingo County border (River Mile 33.5). The project area also includes the portions of the tributaries of the Tug Fork that are between the confluence of the Tug fork with the Big Sandy River and Wayne/Mingo County border, which were inundated by either headwater or backwater flooding during the April 1977 event. The project area includes approximately 95 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 \$1,200,000 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 Article 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 \$10,909,089 and the Non-Federal Sponsor's cash contribution required under Article II.F. of this Agreement is projected to be \$545,454. 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 Wayne 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-133 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-133, 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", and Section 402 of the Water Resources Development Act of 1986, as amended (33 U.S.C. 701b-12), requiring non-Federal preparation and implementation of flood plain management plans.

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:

The County Commission of Wayne County
Post Office Box 248
Wayne, West Virginia 25570

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.

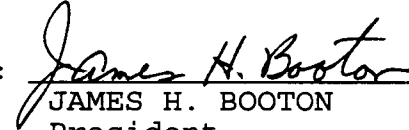
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer, Huntington District, Corps of Engineers.

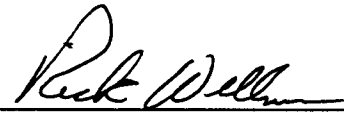
THE DEPARTMENT OF THE ARMY

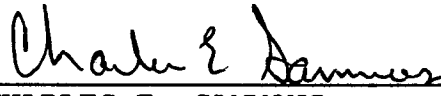
BY: 
DANA ROBERTSON
Colonel, Corps of Engineers
District Engineer
Huntington District
U.S. Army Corps of Engineers

DATE: 4/13/98

THE COUNTY COMMISSION OF
WAYNE COUNTY

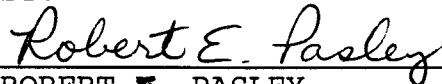
BY: 
JAMES H. BOOTON
President

BY: 
RICK WELLMAN
Commissioner

BY: 
CHARLES E. SAMMONS
Commissioner

DATE: 04-13-98

ATTEST:

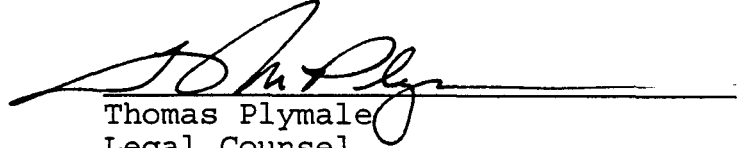
BY: 
ROBERT E. PASLEY
Clerk REP

DATE: 04-13-98

CERTIFICATE OF AUTHORITY

I, Thomas Plymale, do hereby certify that I am the principal legal officer of The County Commission of Wayne County, that The County Commission of Wayne 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 Wayne County in connection with the Wayne 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 Wayne County have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 13th day of April, 1998.



Thomas Plymale
Legal Counsel
The County Commission of Wayne 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.

James H. Booton
JAMES H. BOOTON
President

Date: April 13, 1998

Rick Wellman
RICK WELLMAN
Commissioner

Date: 4-13-98

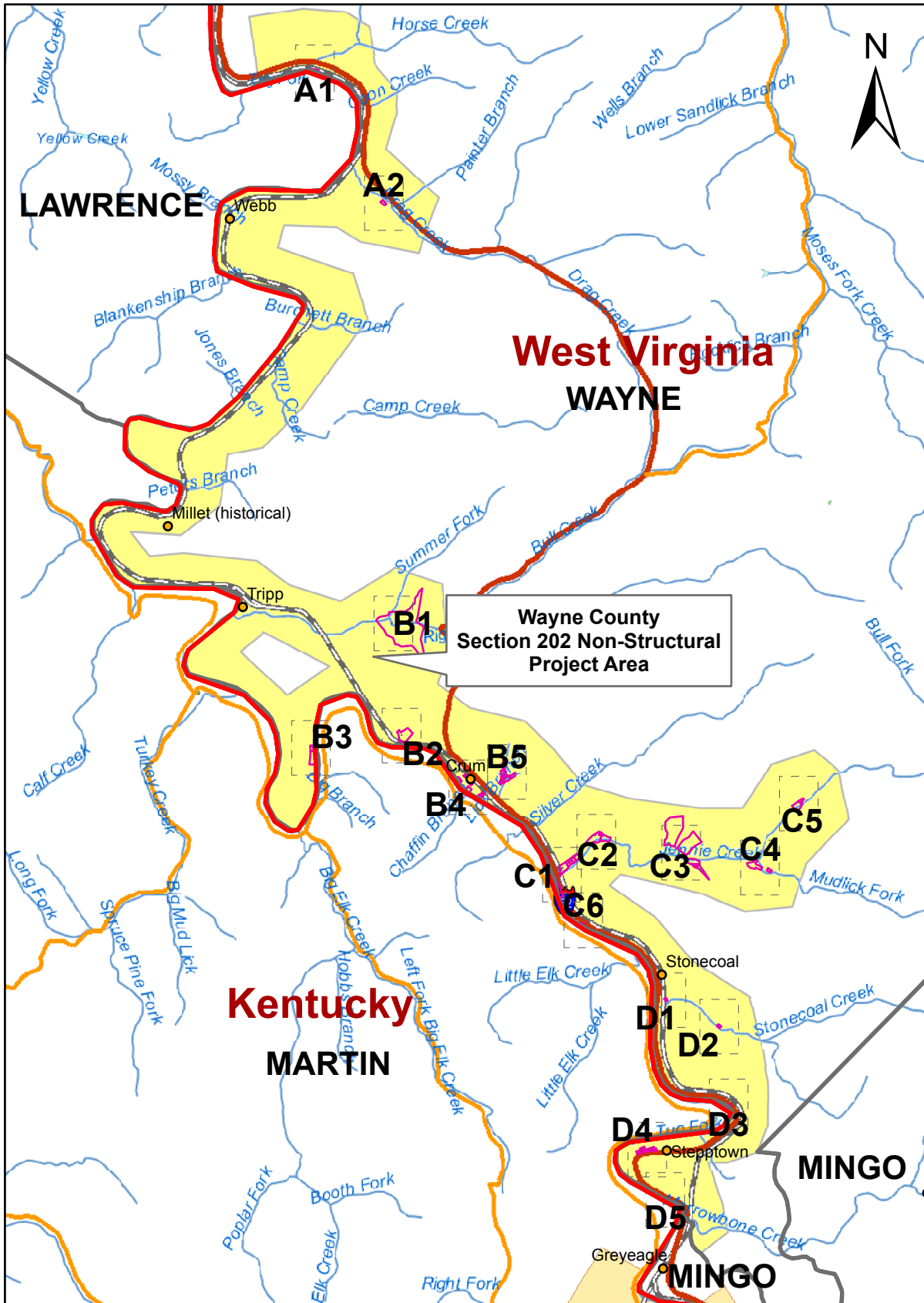
Charles E. Sammons
CHARLES E. SAMMONS
Commissioner

Date: 04-13-98

APPENDIX B

INDEX, MAPS, AND PHOTOS

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



Legend

- Real Estate Tract
 - Acquired Structure
 - Flood Proof Structure
- | | |
|------------|------------------|
| A1 | Index Number |
| 206 | Tract Number |
| WC289 | Structure Number |



Wayne County

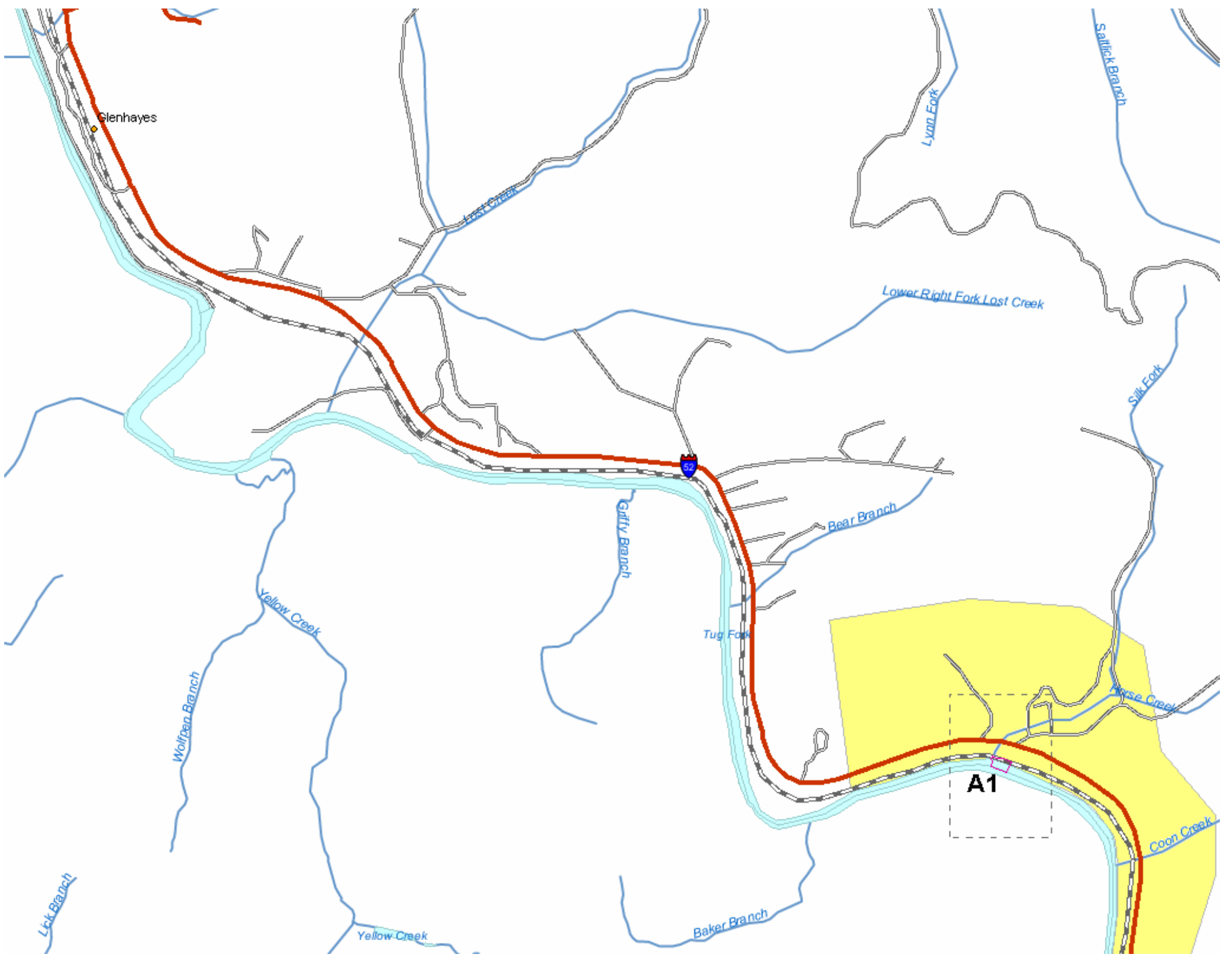
Section 202
 Non-Structural Project
 US Army Corps of Engineers
 Huntington District

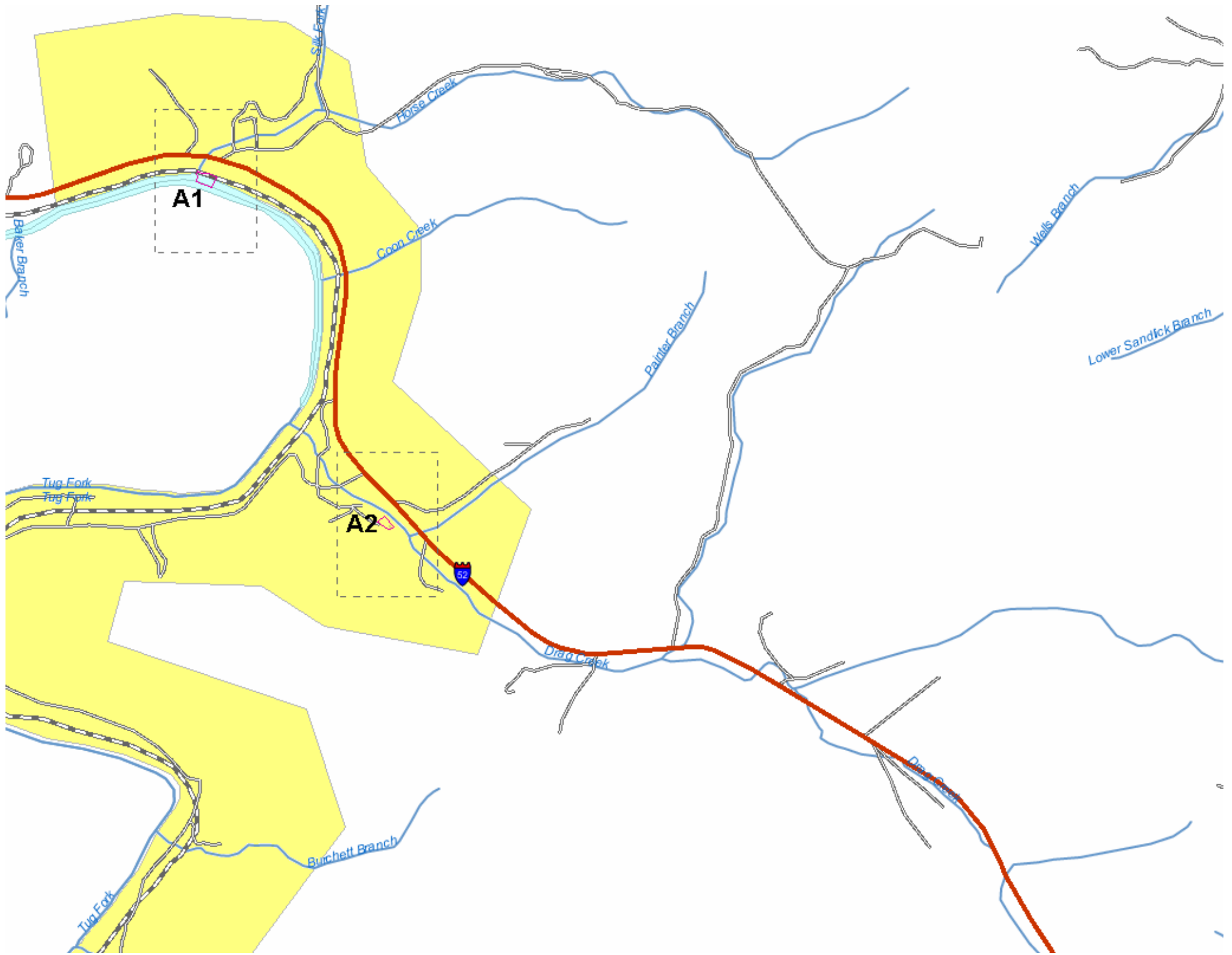
**WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
INSPECTION INDEX- STRUCTURES- TRACTS**

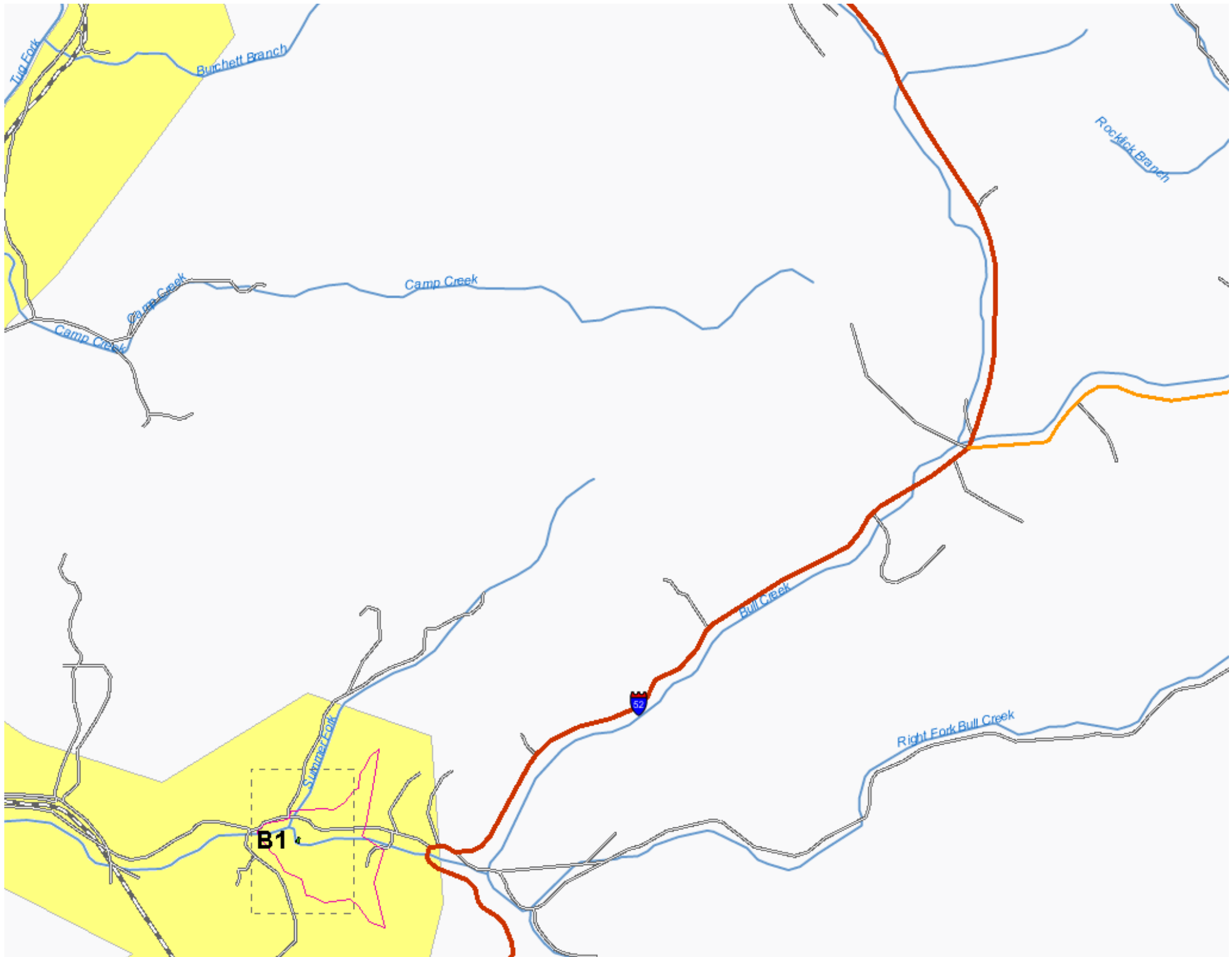
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| A2 | 204 | WC285 | AC | | |
| B1 | 302FP | WC306 | FP | | |
| B2 | 404 | WC239 | AC | | |
| B2 | 405FP | WC242 | FP | | |
| B3 | 303 | WC260 | AC | | |
| B3 | 304 | WC261 | AC | | |
| B4 | 407FP | WC216 | FP | | |
| B4 | 407FP | WC217 | FP | | |
| B4 | 411FP | WC235 | FP | | |
| B4 | 413FP | WC223 | GR | | |
| B4 | 415 | WC214 | AC | | |
| B4 | 416FP | WC203 | GR | | |
| B4 | 507 | WC193 | AC | | |
| B4 | 508 | WC189 | AC | | |
| B4 | 508 | WC190 | AC | | |
| B4 | 508FP | WC191 | FP | | |
| B4 | 508FP | WC191A | AC | | |
| B5 | 502 | WC164 | AC | | |
| B5 | 502 | WC165 | AC | | |
| B5 | 502-2 | WC162 | AC | | |
| B5 | 502FP | WC168 | FP | | |
| B5 | 502FP-2 | WC161 | FP | | |
| B5 | 502FP-3 | WC167 | FP | | |
| B5 | 504 | WC160 | AC | | |
| C1 | 511 | WC150 | AC | | |
| C1 | 516 | WC145 | AC | | |
| C1 | 516FP | WC144 | FP | | |
| C1 | 522FP | WJC05 | BU | | |
| C1 | 523FP | WJC06 | FP | | |
| C1 | 524FP | WJC08 | FP | | |
| C1 | 528FP | WJC07 | FP | | |
| C1 | 532FP | WC143 | GR | | |
| C1 | 537FP | WJC09 | FP | | |
| C2 | 527 | WJC13 | AC | | |

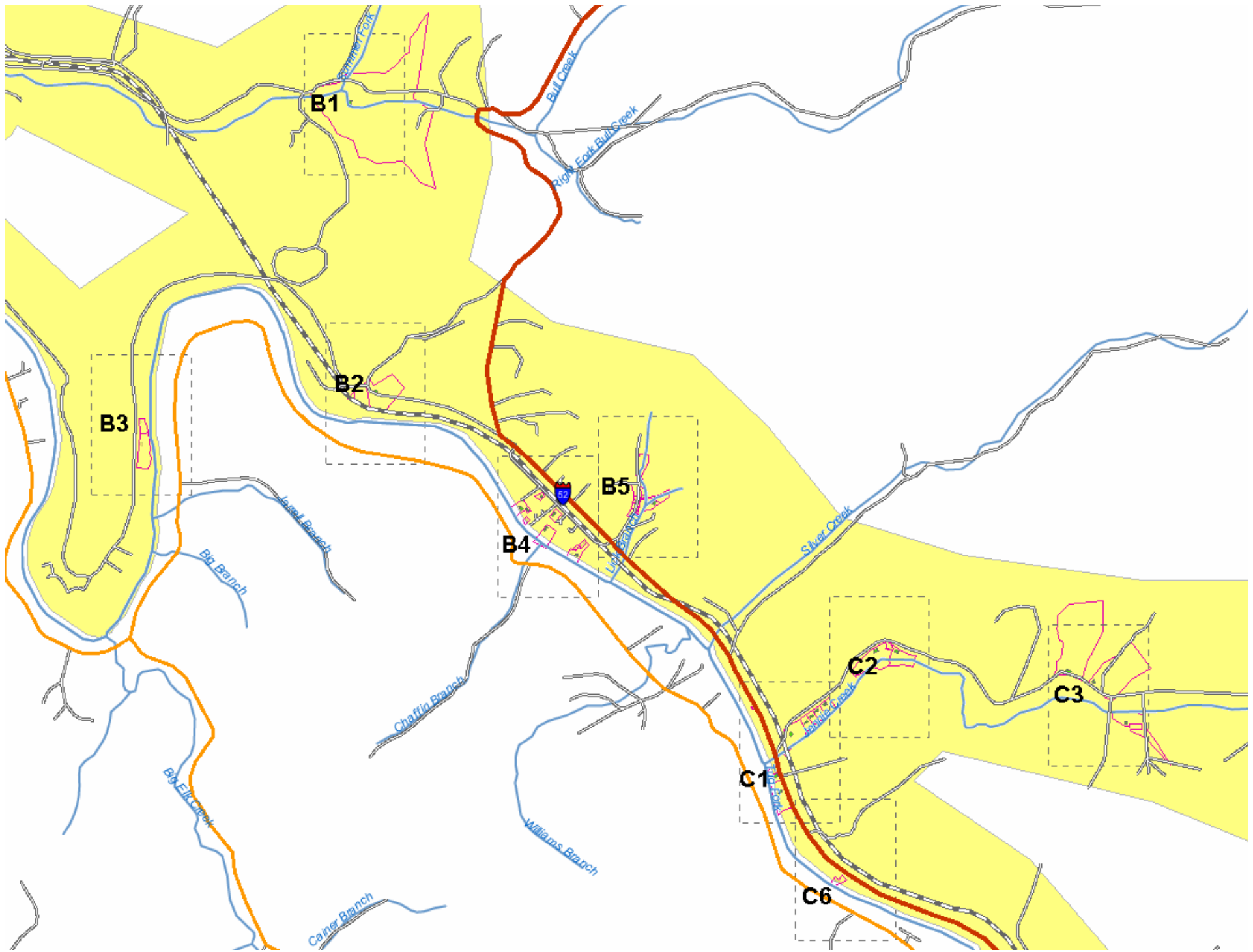
**WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
INSPECTION INDEX- STRUCTURES- TRACTS**

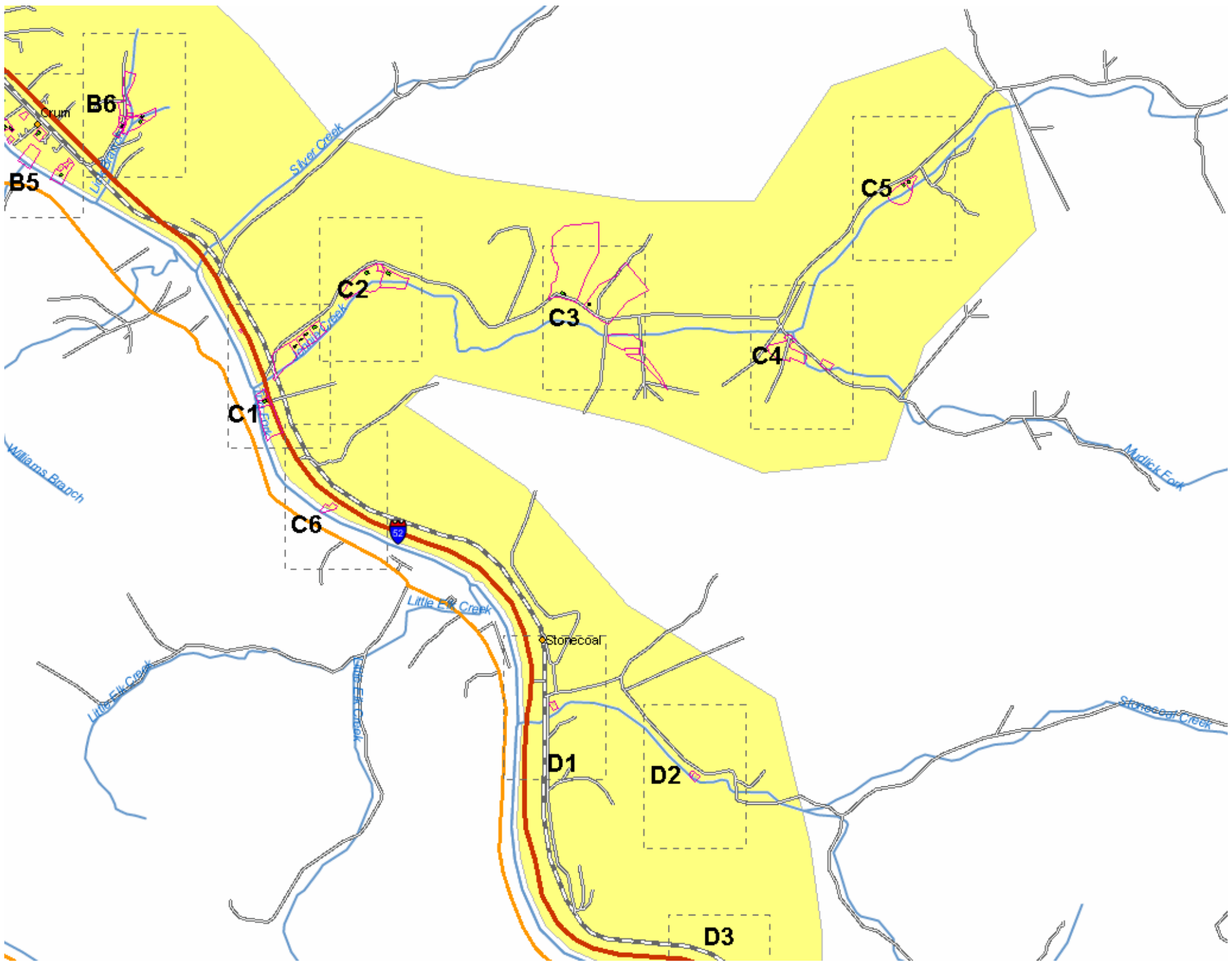
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| C2 | 529FP | WJC12 | FP | | |
| C3 | 601FP | WJC19 | GR | | |
| C3 | 608FP | WJC18 | FP | | |
| C3 | 609FP | WJC16 | FP | | |
| C4 | 602FP | WJC25 | BU | | |
| C4 | 611 | WJC23 | AC | | |
| C5 | 606FP-1 | WJC34 | FP | | |
| C5 | 606FP-2 | WJC35 | FP | | |
| C6 | 538 | WC133 | AC | | |
| D1 | 702 | WC121 | AC | | |
| D2 | 713 | WSC07 | AC | | |
| D2 | 714 | WSC08 | AC | | |
| D3 | 709 | WC091 | AC | | |
| D4 | 807FP | WC050 | AC | | |
| D4 | 807FP | WC050A | FP | | |
| D4 | 808FP | WC044 | GR | | |
| D4 | 809 | WC045 | AC | | |
| D4 | 811FP | WC042 | FP | | |
| D4 | 811FP | WC043 | AC | | |
| D4 | 812FP | WC041 | FP | | |
| D4 | 813FP | WC036 | FP | | |
| D4 | 814FP | WC035 | FP | | |
| D4 | 816FP | WC033 | FP | | |
| D4 | 817 | WC032 | AC | | |
| D4 | 817 | WC073 | AC | | |
| D4 | 819FP | WC026 | FP | | |
| D4 | 824FP | WC031 | HR | | |
| D4 | 826FP | WC027 | FP | | |
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| D5 | 821 | WC001 | AC | | |

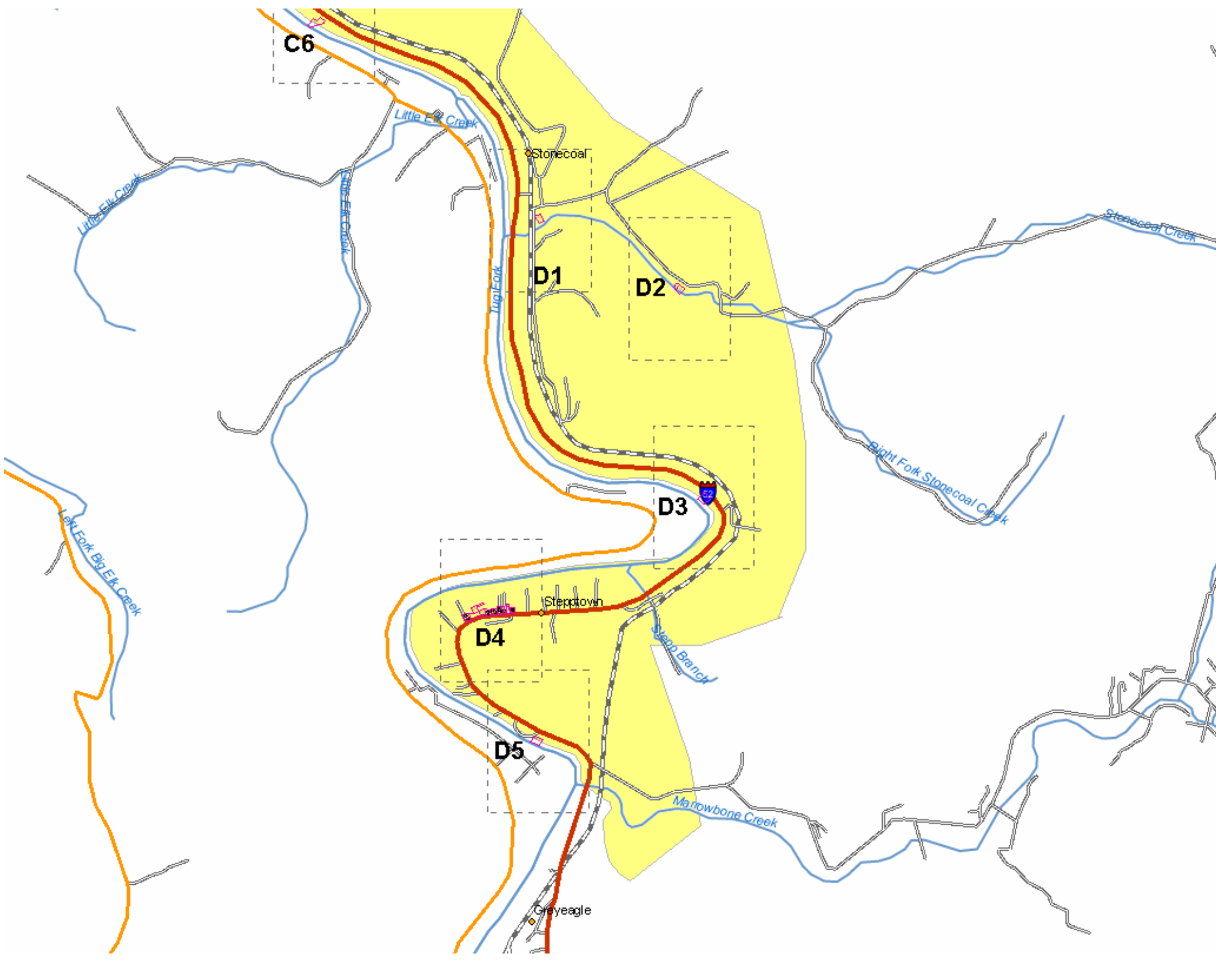






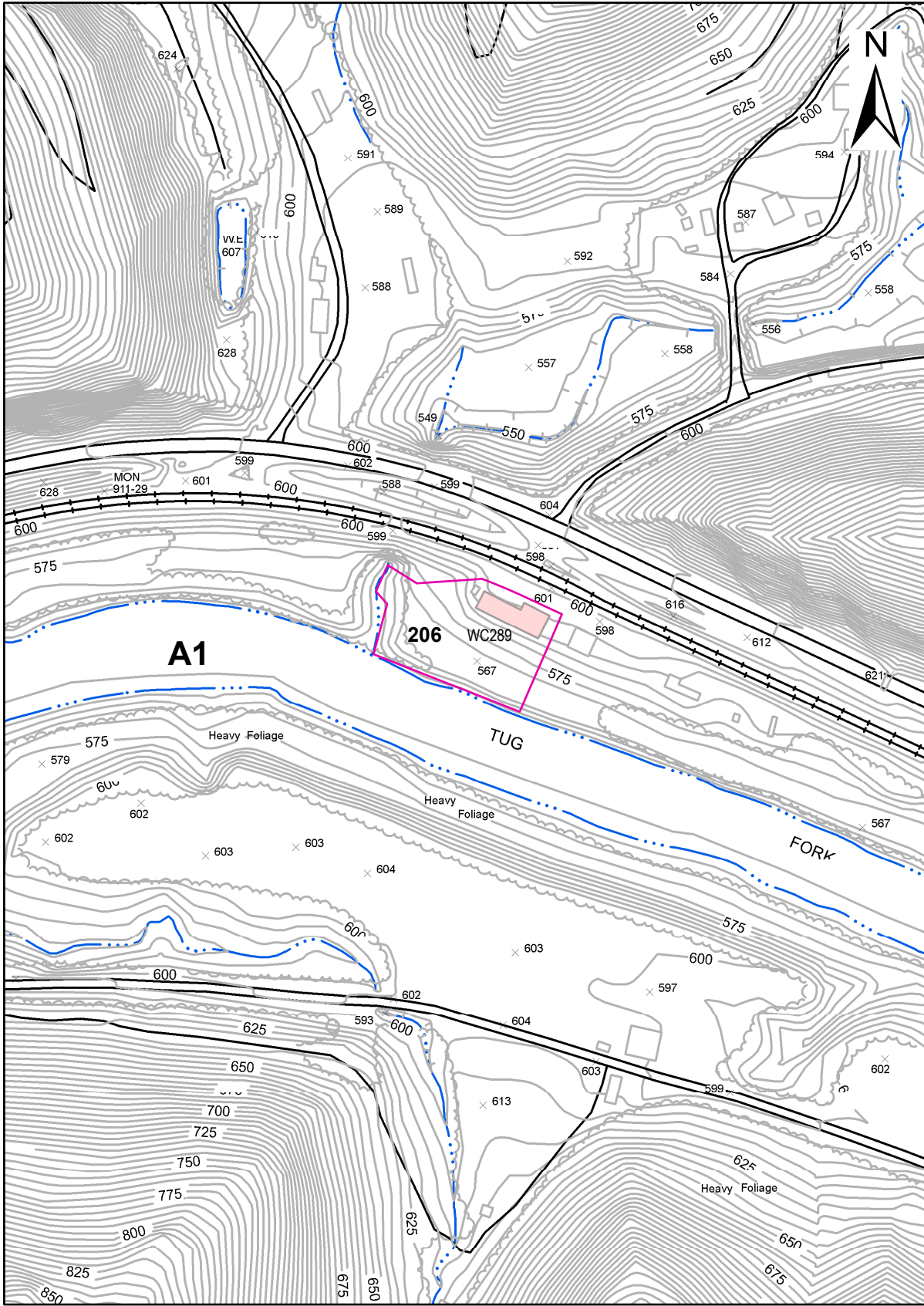






**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|-------|-------|--------|------|------|-------|
| A1 | 206 | WC289 | AC | | |



Legend

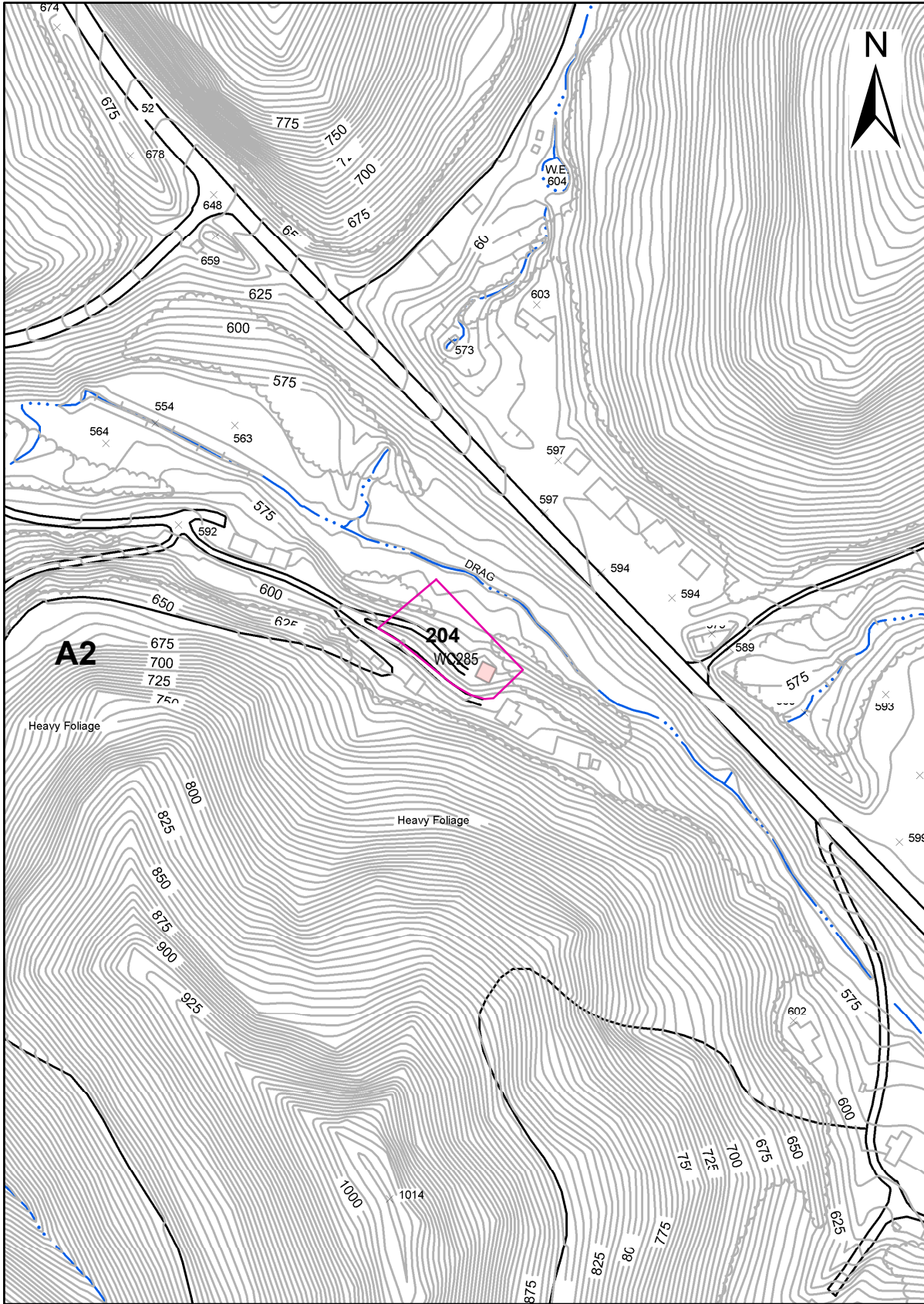
- Real Estate Tract **A1** Index Number
- Acquired Structure **206** Tract Number
- Flood Proof Structure WC289 Structure Number



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 Non-Structural Project
 US Army Corps of Engineers
 Huntington District

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| A2 | 204 | WC285 | AC | | |



Legend

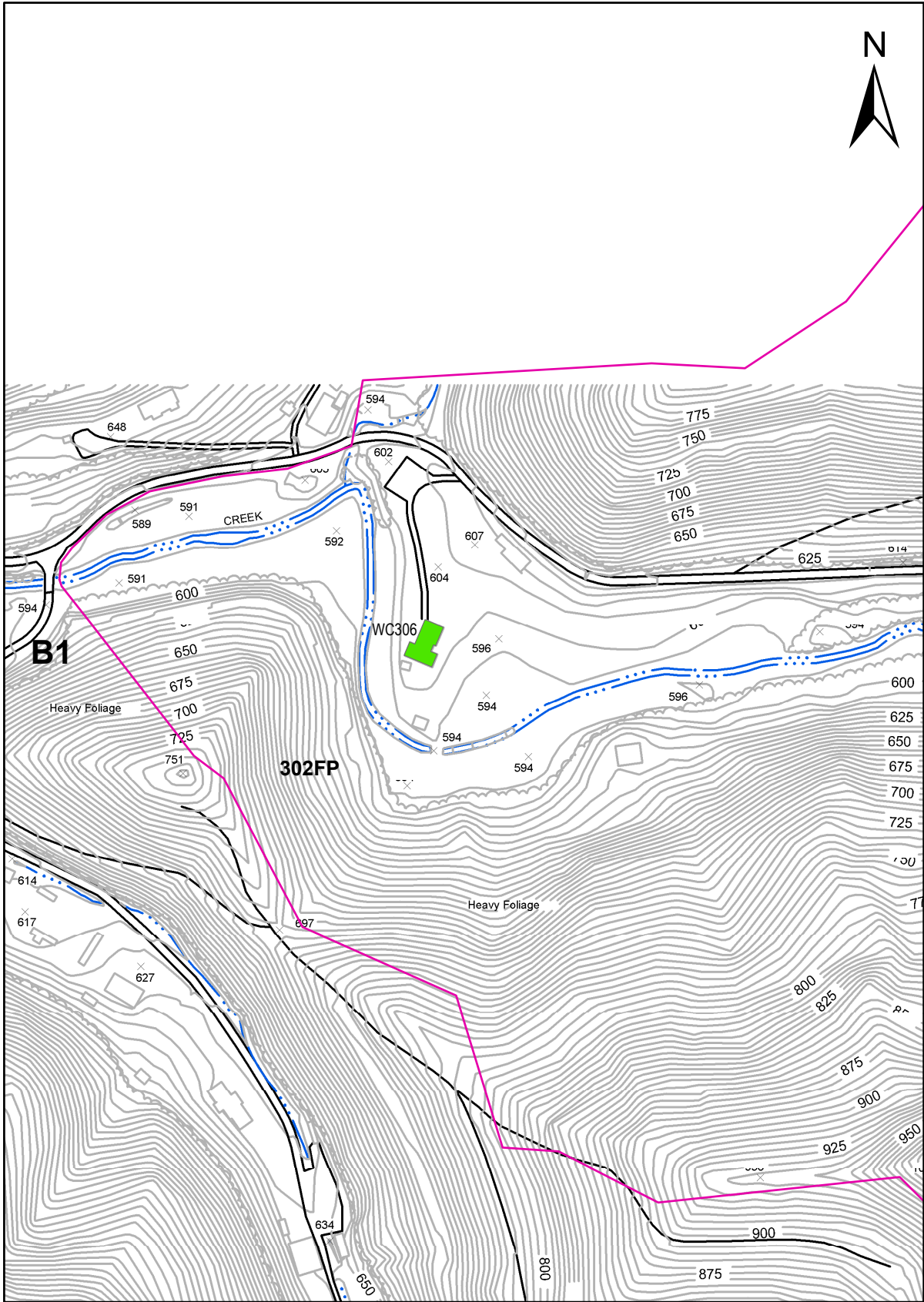
- Real Estate Tract
- Acquired Structure
- Flood Proof Structure
- A1** Index Number
- 206** Tract Number
- WC289** Structure Number






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**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| B1 | 302FP | WC306 | FP | | |



Legend

-  Real Estate Tract
-  Acquired Structure
-  Flood Proof Structure
- A1** Index Number
- 206** Tract Number
- WC289** Structure Number



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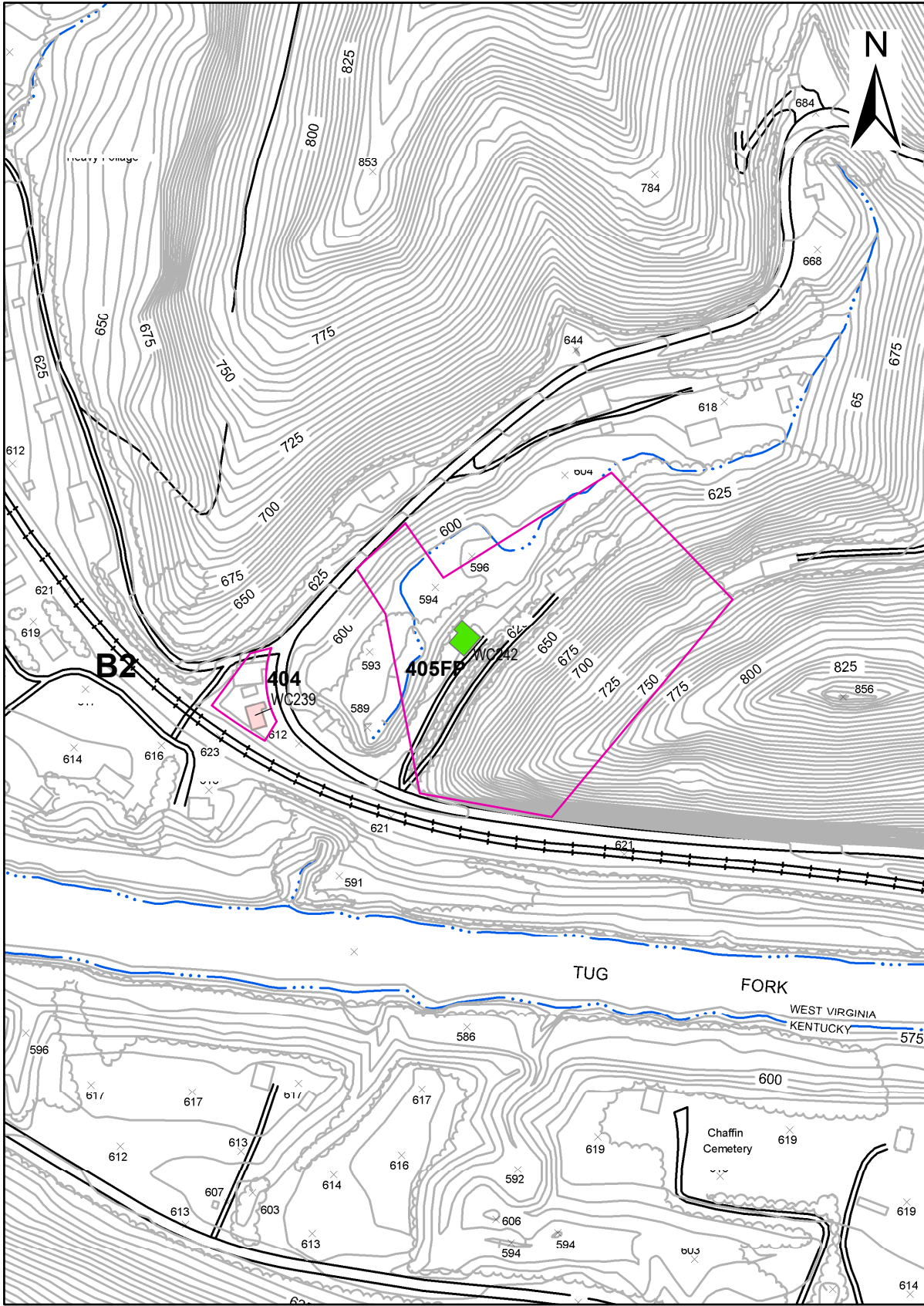
WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



B1-302FP-WC306

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| B2 | 404 | WC239 | AC | | |
| B2 | 405FP | WC242 | FP | | |



Legend

- Real Estate Tract
- Acquired Structure
- Flood Proof Structure
- A1** Index Number
- 206** Tract Number
- WC289 Structure Number



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 Huntington District

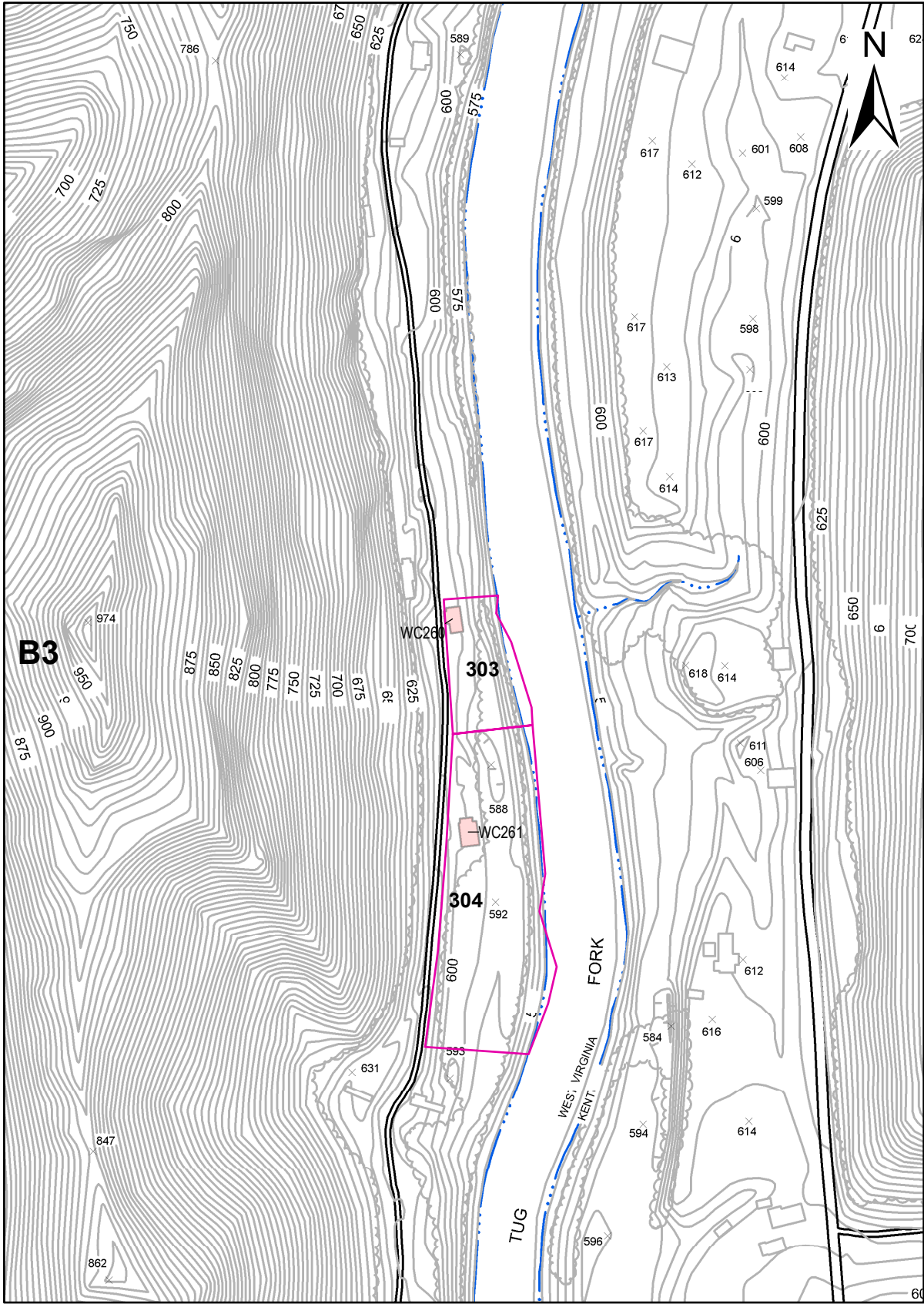
WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



B2-405FP-WC242

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| B3 | 303 | WC260 | AC | | |
| B3 | 304 | WC261 | AC | | |



Legend

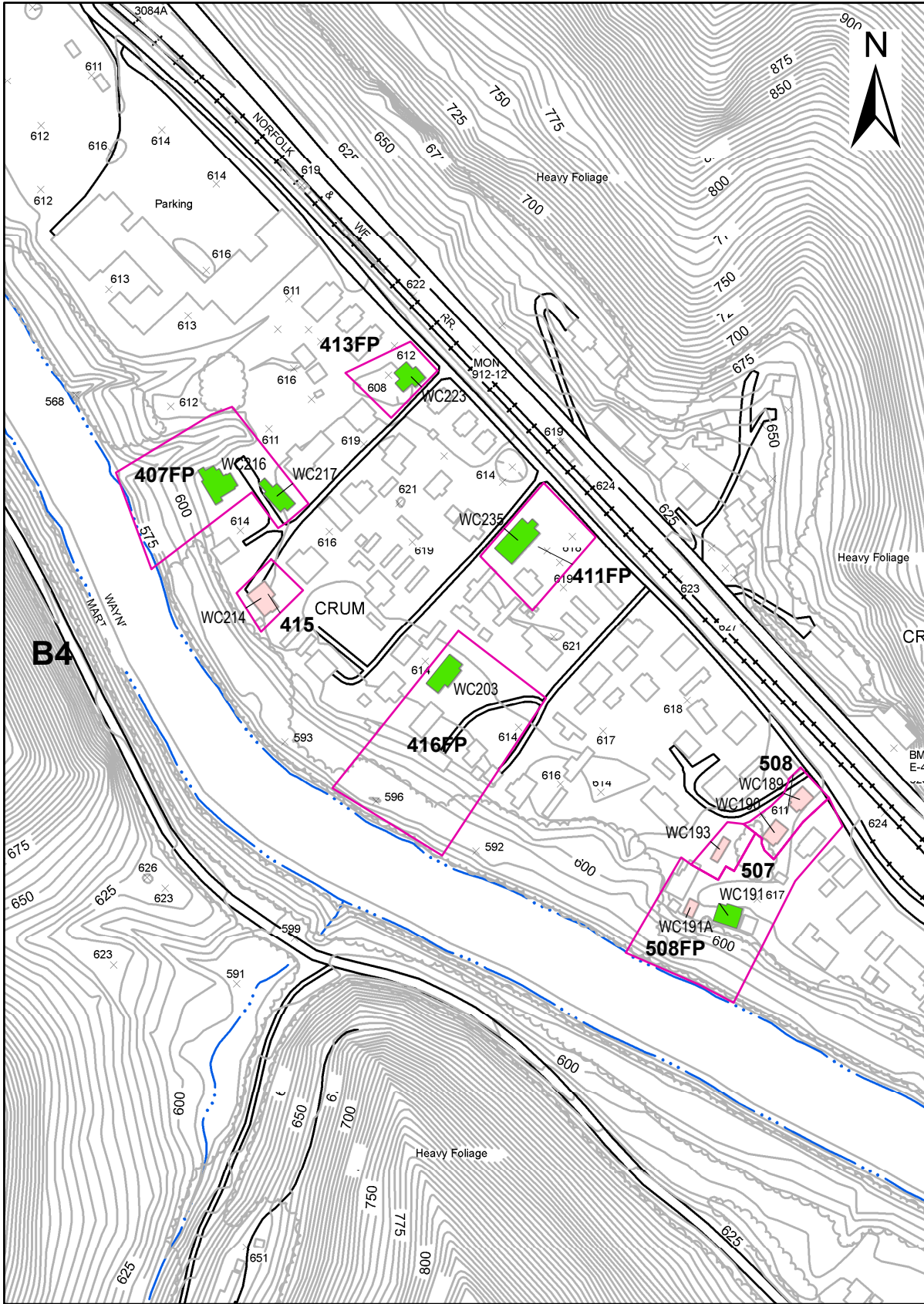
- Real Estate Tract
- Acquired Structure
- Flood Proof Structure
- A1** Index Number
- 206** Tract Number
- WC289** Structure Number



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MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| B4 | 508 | WC189 | AC | | |
| B4 | 508 | WC190 | AC | | |
| B4 | 508FP | WC191 | FP | | |
| B4 | 508FP | WC191A | AC | | |
| B4 | 507 | WC193 | AC | | |
| B4 | 416FP | WC203 | GR | | |
| B4 | 415 | WC214 | AC | | |
| B4 | 407FP | WC216 | FP | | |
| B4 | 407FP | WC217 | FP | | |
| B4 | 413FP | WC223 | GR | | |
| B4 | 411FP | WC235 | FP | | |



Legend

- Real Estate Tract
- Acquired Structure
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- WC289** Structure Number



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STRUCTURE PHOTOS



B4-411FP-WC235



B4-411FP-WC235

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STRUCTURE PHOTOS



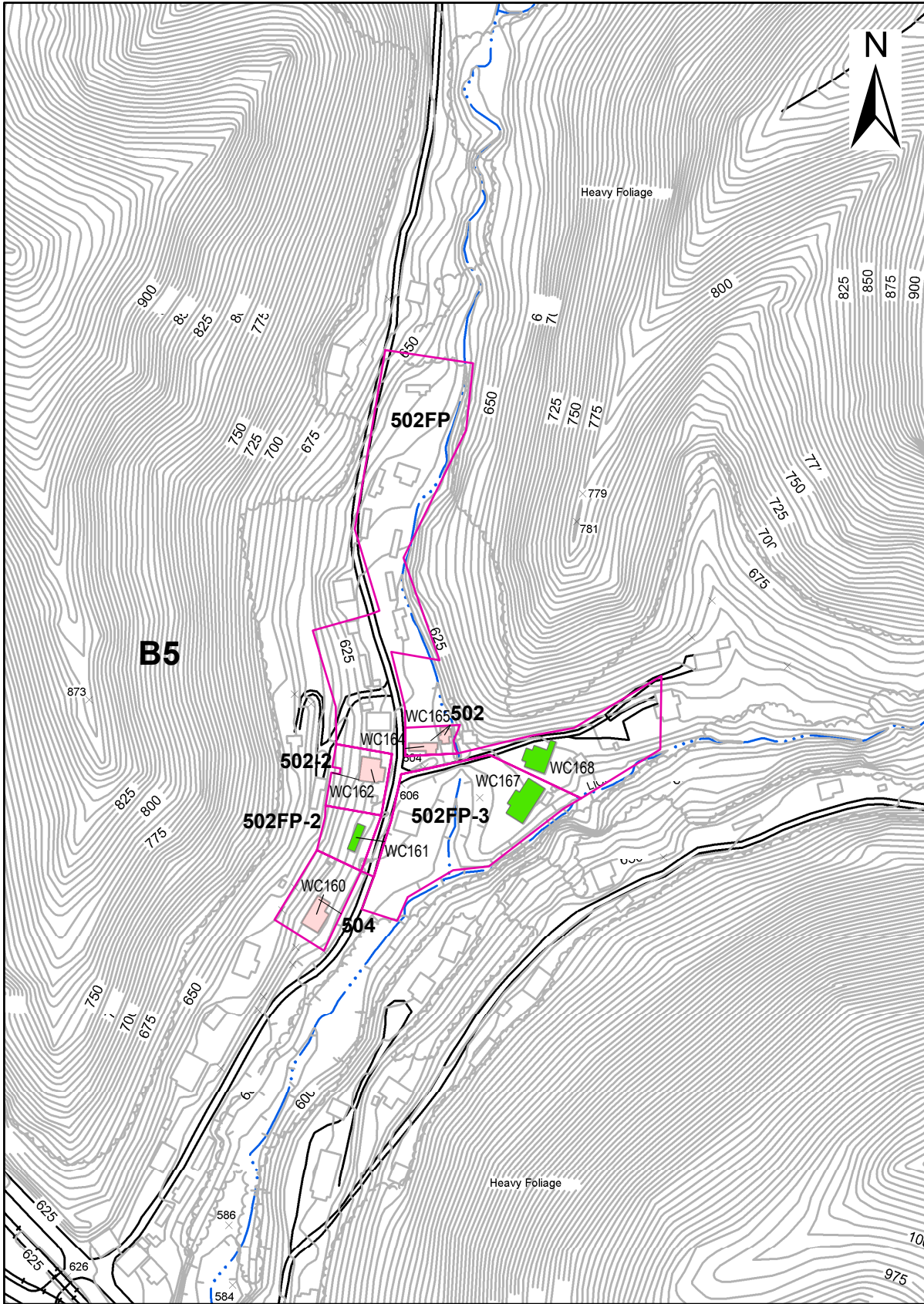
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B4-508FP-WC191

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| B5 | 504 | WC160 | AC | | |
| B5 | 502FP-2 | WC161 | FP | | |
| B5 | 502-2 | WC162 | AC | | |
| B5 | 502 | WC164 | AC | | |
| B5 | 502 | WC165 | AC | | |
| B5 | 502FP-3 | WC167 | FP | | |
| B5 | 502FP | WC168 | FP | | |



Legend

- Real Estate Tract
- Acquired Structure
- Flood Proof Structure
- A1** Index Number
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- WC289 Structure Number



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STRUCTURE PHOTOS



B5-502FP-2-WC161



B5-502FP-3-WC167

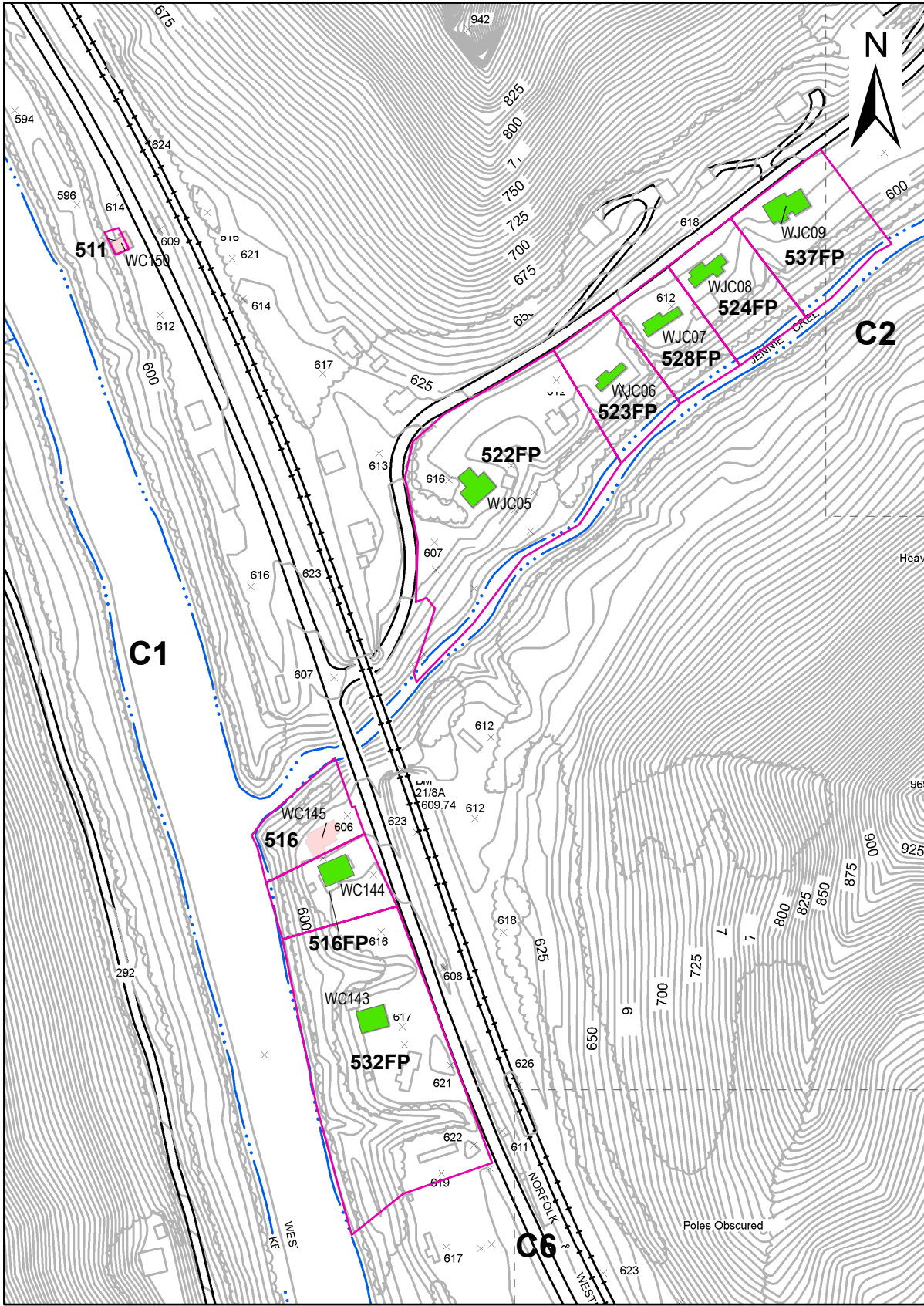
WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



B5-502FP-WC168

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|-------|-------|--------|------|------|-------|
| C1 | 532FP | WC143 | GR | | |
| C1 | 516FP | WC144 | FP | | |
| C1 | 516 | WC145 | AC | | |
| C1 | 511 | WC150 | AC | | |
| C1 | 522FP | WJC05 | BU | | |
| C1 | 523FP | WJC06 | FP | | |
| C1 | 528FP | WJC07 | FP | | |
| C1 | 524FP | WJC08 | FP | | |
| C1 | 537FP | WJC09 | FP | | |



Legend

- Real Estate Tract
- Acquired Structure
- Flood Proof Structure
- A1** Index Number
- 206** Tract Number
- WC289** Structure Number



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WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



C1-528FP-WJC07



C1-524FP-WJC08

WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



C1-537FP-WJC09



C1-516FP-WC144

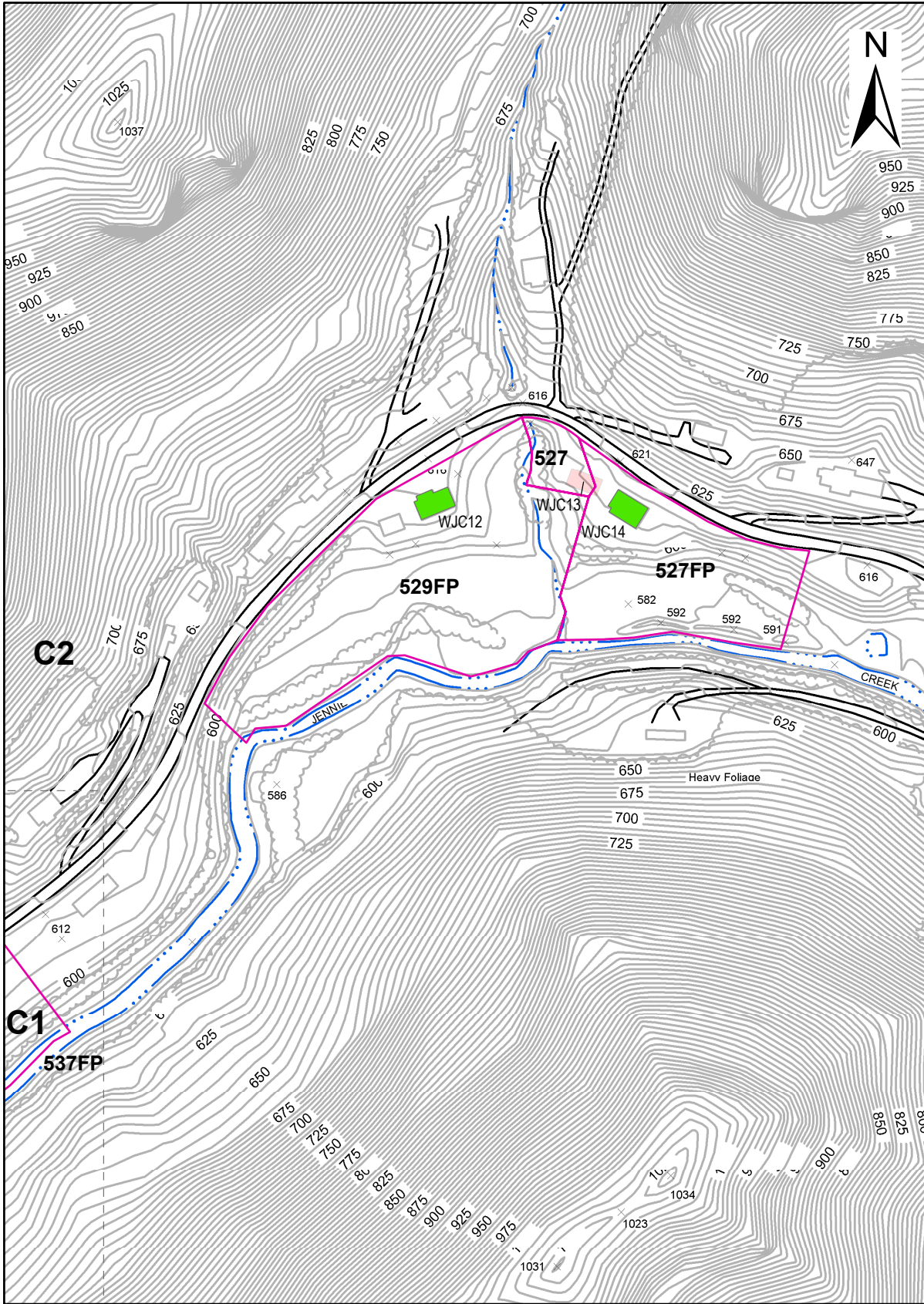
WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



C1-532FP-WC143

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| C2 | 529FP | WJC12 | FP | | |
| C2 | 527 | WJC13 | AC | | |
| C2 | 527FP | WJC14 | FP | | |



Legend

- Real Estate Tract
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- WC289 Structure Number



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STRUCTURE PHOTOS



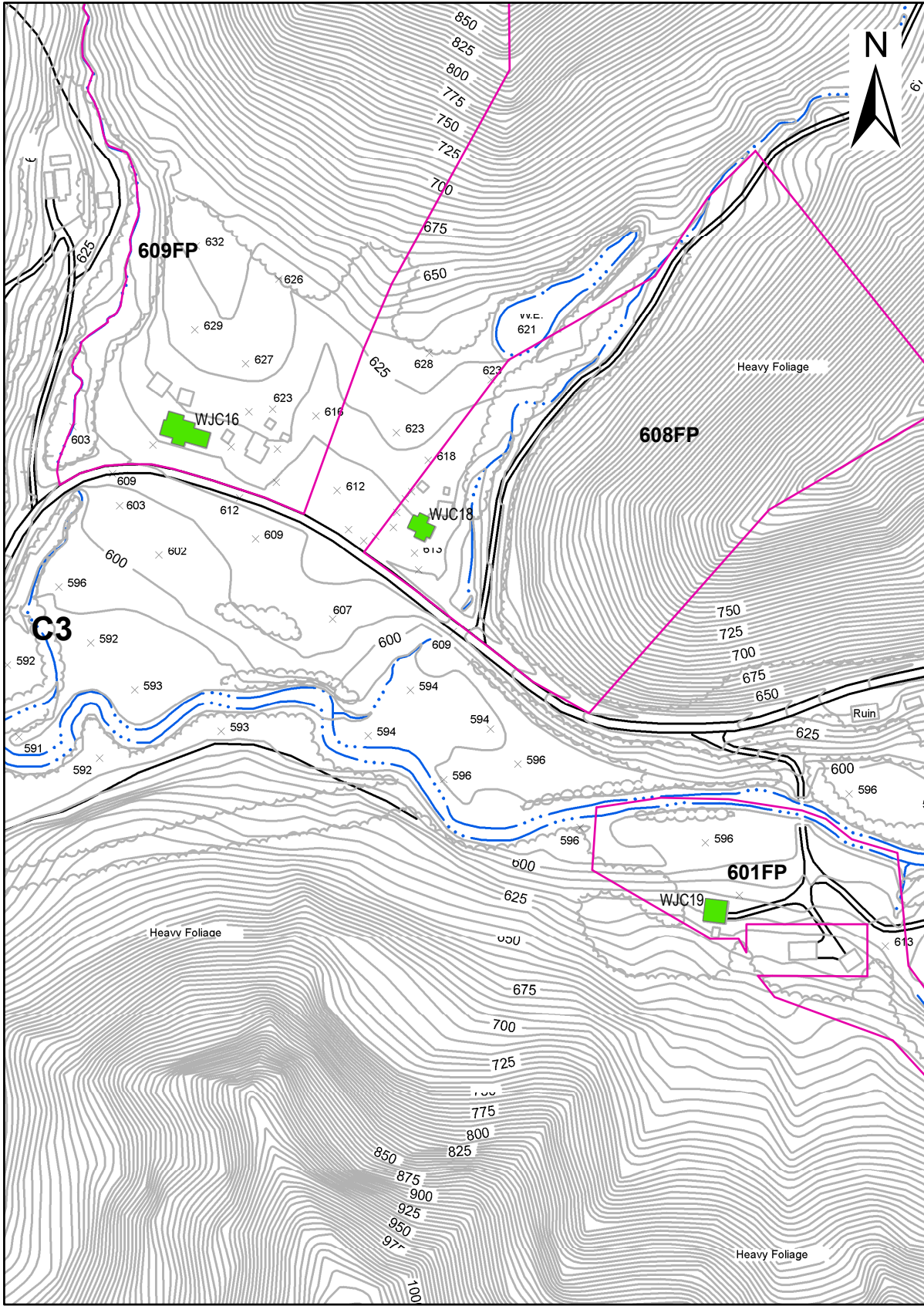
C2-529FP-WJC12



C2-527FP-WJC14

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| C3 | 609FP | WJC16 | FP | | |
| C3 | 608FP | WJC18 | FP | | |
| C3 | 601FP | WJC19 | GR | | |



Legend

- Real Estate Tract
- Acquired Structure
- Flood Proof Structure
- A1** Index Number
- 206** Tract Number
- WC289 Structure Number



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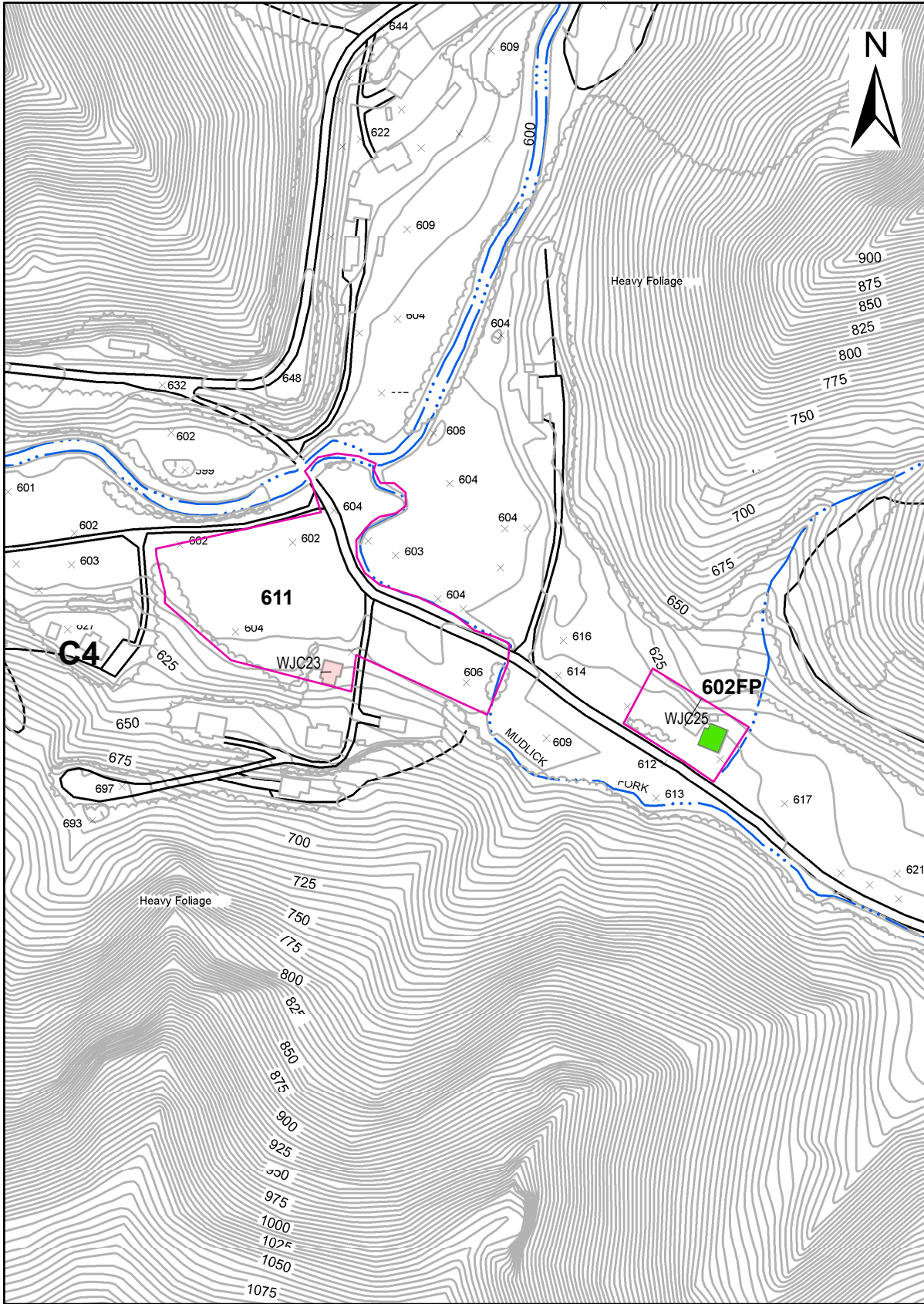
WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS






C3-601FP-WJC19

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| C4 | 611 | WJC23 | AC | | |
| C4 | 602FP | WJC25 | BU | | |



Legend

- | | | | |
|---|-----------------------|------------|------------------|
|  | Real Estate Tract | A1 | Index Number |
|  | Acquired Structure | 206 | Tract Number |
|  | Flood Proof Structure | WC289 | Structure Number |



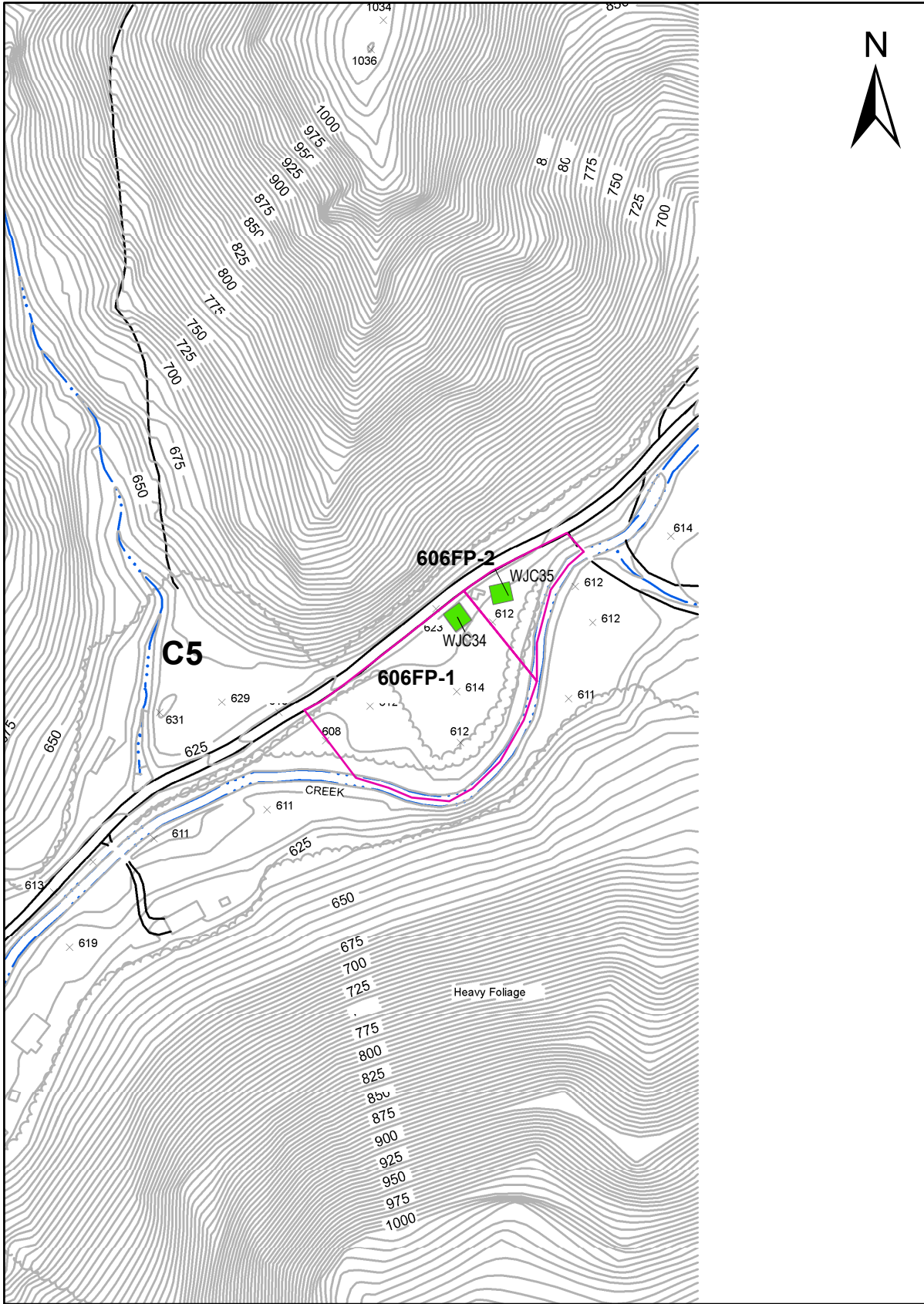
Wayne County
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STRUCTURE PHOTOS






**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| C5 | 606FP-1 | WJC34 | FP | | |
| C5 | 606FP-2 | WJC35 | FP | | |



Legend

- | | | | |
|---|-----------------------|------------|------------------|
|  | Real Estate Tract | A1 | Index Number |
|  | Acquired Structure | 206 | Tract Number |
|  | Flood Proof Structure | WC289 | Structure Number |



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WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



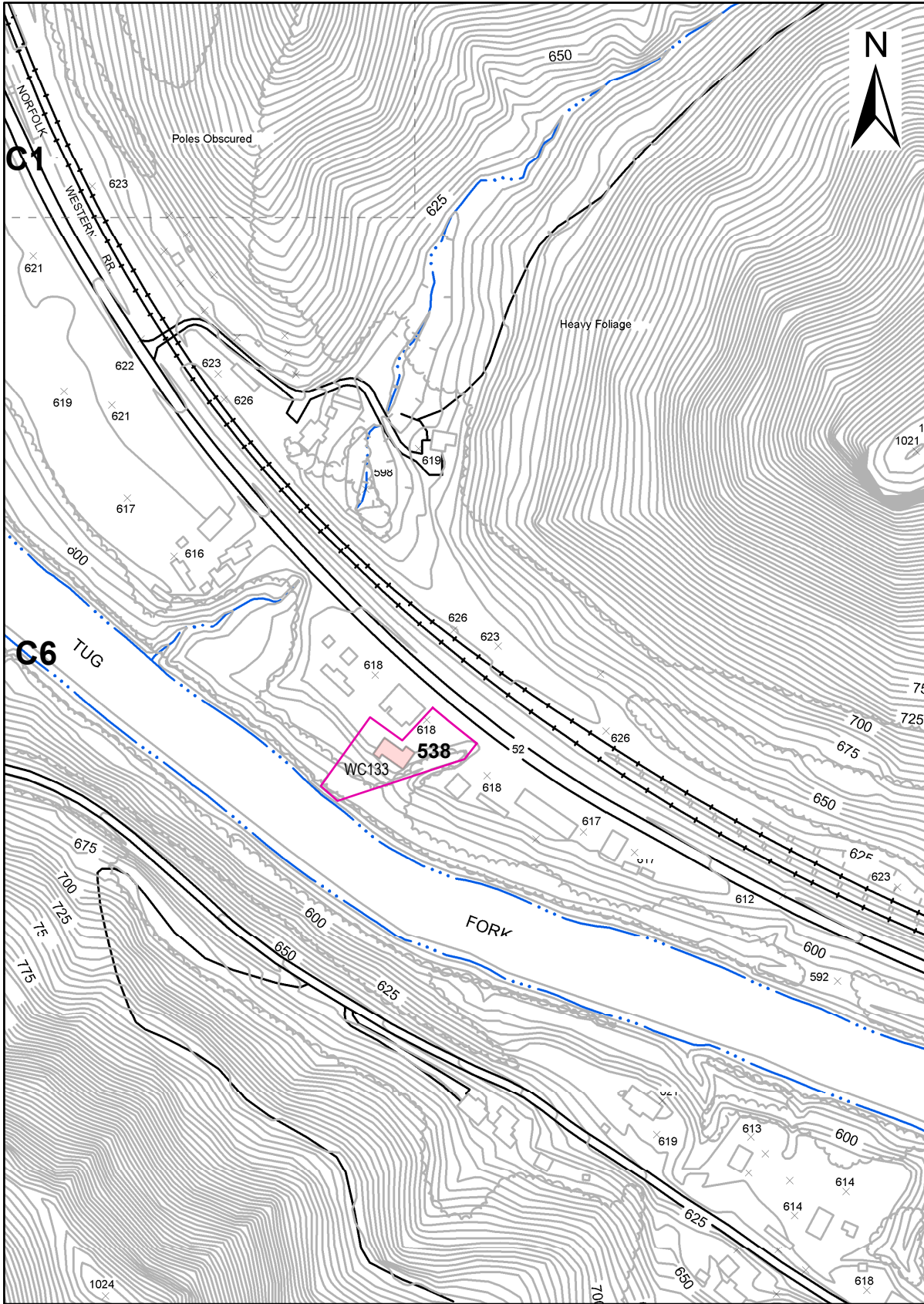
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C5-606FP-2-WJC35

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| C6 | 538 | WC133 | AC | | |



Legend

- Real Estate Tract
- Acquired Structure
- Flood Proof Structure
- A1** Index Number
- 206** Tract Number
- WC289** Structure Number



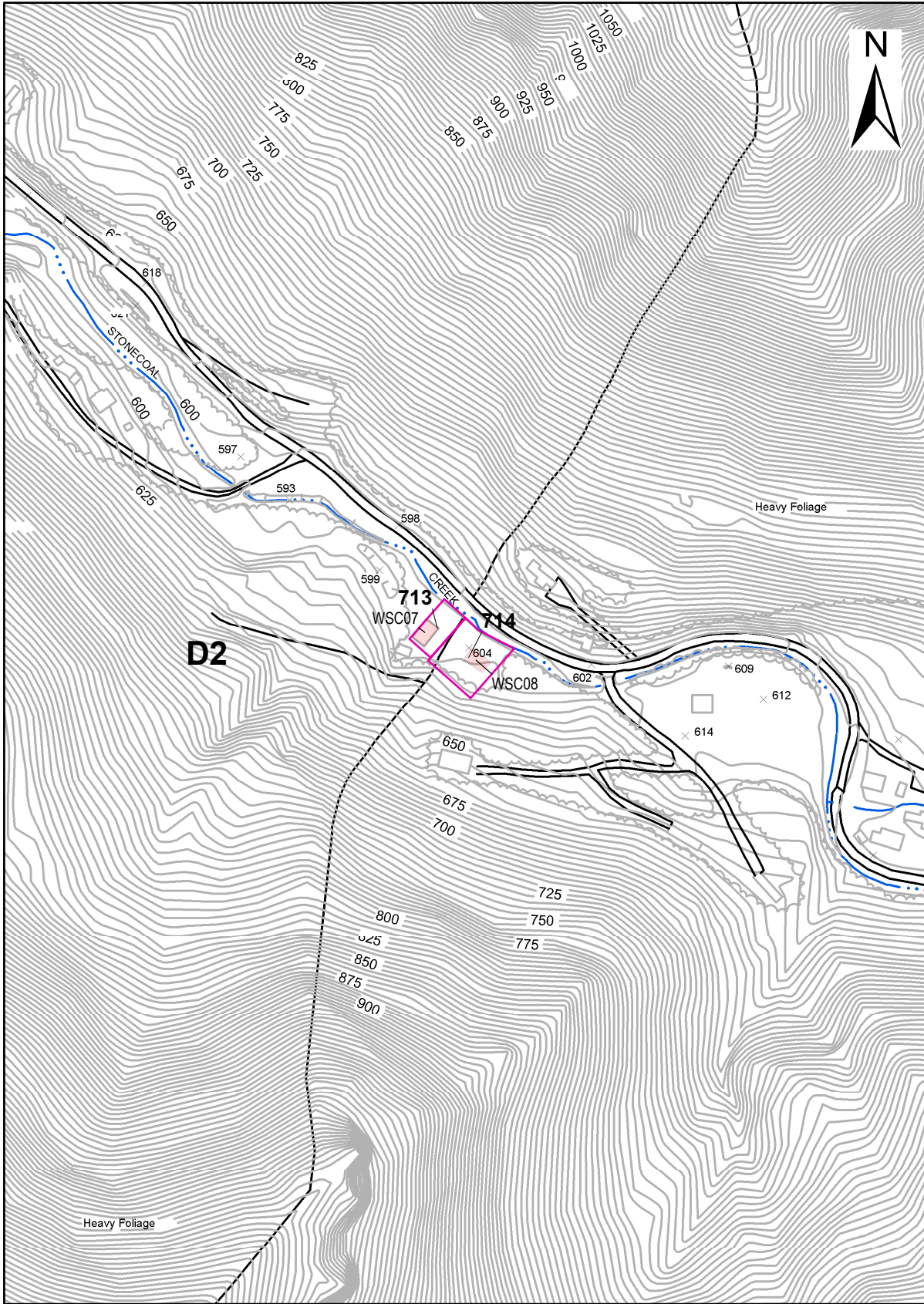
Wayne County
 Section 202
 Non-Structural Project
 US Army Corps of Engineers
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**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**




| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| D1 | 702 | WC121 | AC | | |

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| D2 | 713 | WSC07 | AC | | |
| D2 | 714 | WSC08 | AC | | |



Legend

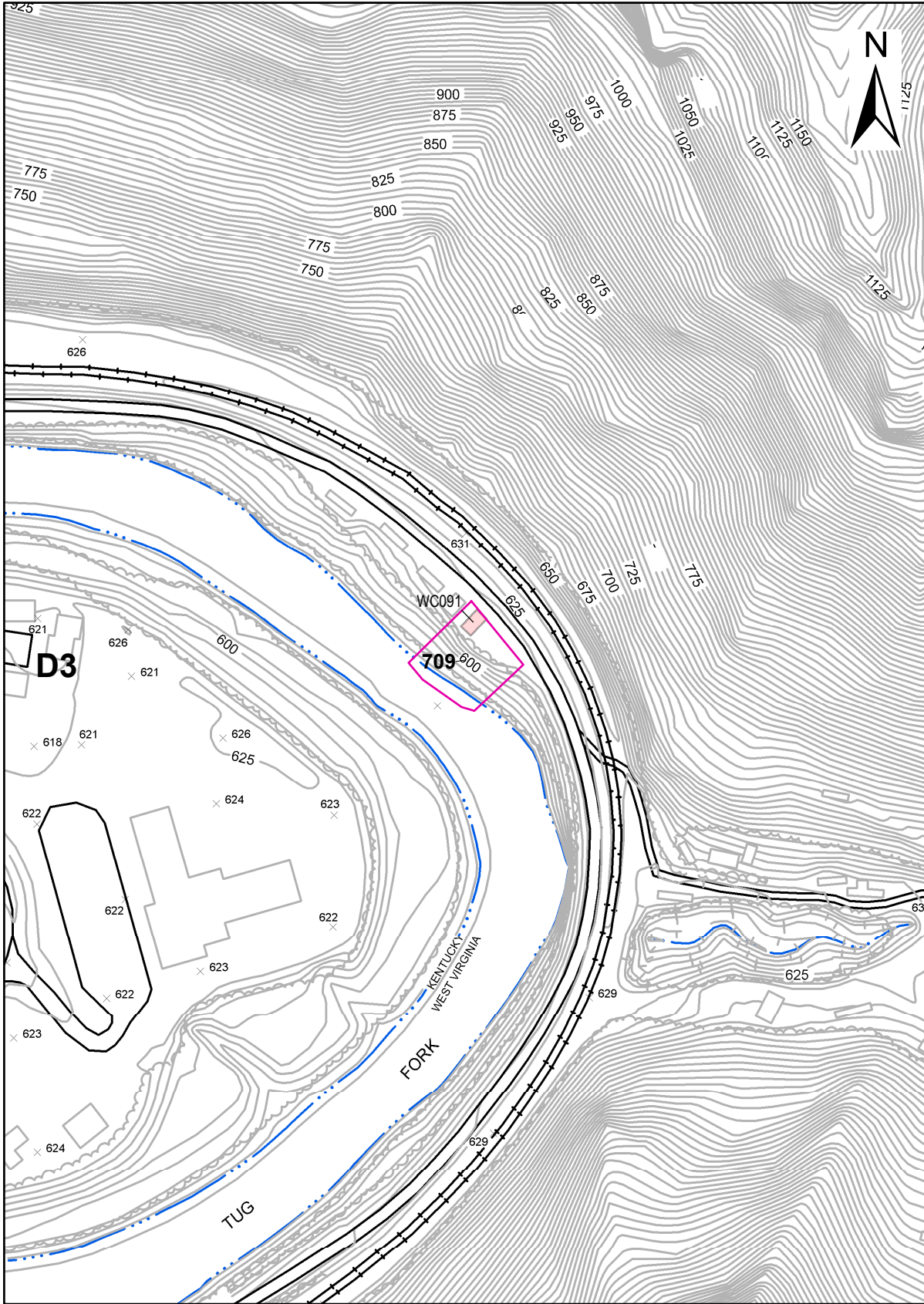
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|---|-----------------------|------------|------------------|
|  | Real Estate Tract | A1 | Index Number |
|  | Acquired Structure | 206 | Tract Number |
|  | Flood Proof Structure | WC289 | Structure Number |



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**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| D3 | 709 | WC091 | AC | | |



Legend

- Real Estate Tract
- Acquired Structure
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- A1** Index Number
- 206** Tract Number
- WC289** Structure Number



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**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|-------|-------|--------|------|------|-------|
| D4 | 819FP | WC026 | FP | | |
| D4 | 826FP | WC027 | FP | | |
| D4 | 824FP | WC031 | HR | | |
| D4 | 827 | WC031A | AC | | |
| D4 | 817 | WC032 | AC | | |
| D4 | 816FP | WC033 | FP | | |
| D4 | 814FP | WC035 | FP | | |
| D4 | 813FP | WC036 | FP | | |
| D4 | 812FP | WC041 | FP | | |
| D4 | 811FP | WC042 | FP | | |
| D4 | 811FP | WC043 | AC | | |
| D4 | 808FP | WC044 | GR | | |
| D4 | 809 | WC045 | AC | | |
| D4 | 807FP | WC050 | AC | | |
| D4 | 807FP | WC050A | FP | | |
| D4 | 817 | WC073 | AC | | |

WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



D4-811FP-WC042



D4-812FP-WC041

WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



D4-813FP-WC036



D4-814FP-WC035

WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



D4-816FP-WC033



D4-824FP-WC031

WAYNE COUNTY SECTION 202 NON-STRUCTURAL PROJECT
STRUCTURE PHOTOS



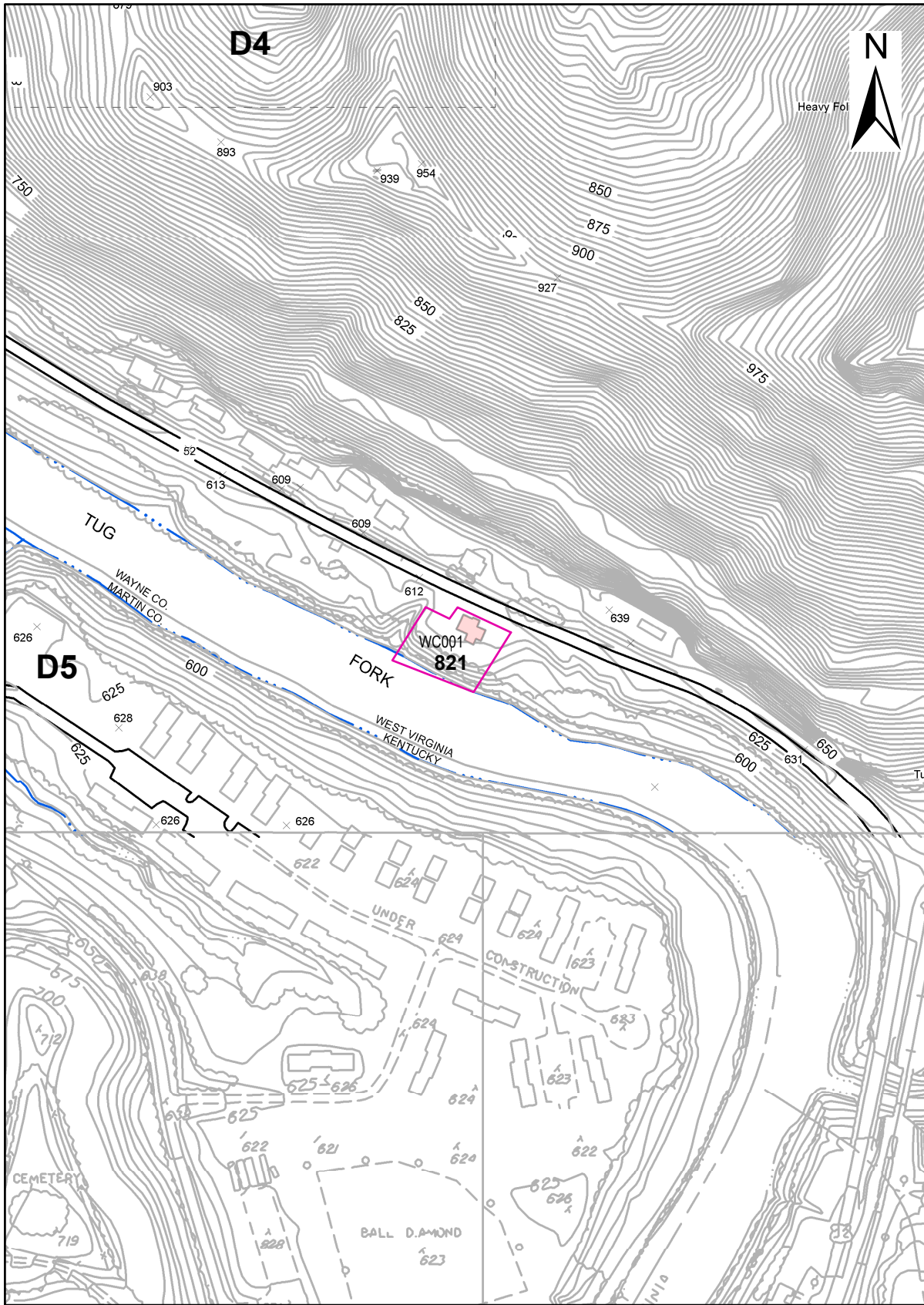
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D4-826FP-WC027

**WAYNE COUNTY SECTION 202
MAP INDEX- STRUCTURES- TRACTS**

| INDEX | TRACT | STRUCT | TYPE | DATE | NOTES |
|--------------|--------------|---------------|-------------|-------------|--------------|
| D5 | 821 | WC001 | AC | | |



Legend

- Real Estate Tract
- Acquired Structure
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APPENDIX C

SUPPORTING FORMS

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

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

| INDEX | TRACT | STRUCT | TYPE | FLOOD | ELEV. | NOTE |
|-------|---------|--------|------|-------|--------|------------------------|
| A1 | 206 | WC289 | AC | 1977 | 587.80 | |
| A2 | 204 | WC285 | AC | 1977 | 588.70 | |
| B1 | 302FP | WC306 | FP | 100yr | 612.40 | |
| B2 | 404 | WC239 | AC | 100yr | 617.80 | |
| B2 | 405FP | WC242 | FP | 100yr | 617.80 | |
| B3 | 303 | WC260 | AC | 100yr | 615.90 | |
| B3 | 304 | WC261 | AC | 100yr | 615.80 | |
| B4 | 407FP | WC216 | FP | 100yr | 618.20 | Combined with WC217 |
| B4 | 407FP | WC217 | FP | 100yr | 618.20 | |
| B4 | 411FP | WC235 | FP | 100yr | 618.40 | Must Inspect Annually |
| B4 | 413FP | WC223 | GR | 100yr | 618.20 | |
| B4 | 415 | WC214 | AC | 1977 | 615.70 | |
| B4 | 416FP | WC203 | GR | 100yr | 618.40 | |
| B4 | 507 | WC193 | AC | 100yr | 618.20 | |
| B4 | 508 | WC189 | AC | 100yr | 618.20 | Combined with WC190 |
| B4 | 508 | WC190 | AC | 100yr | 618.20 | |
| B4 | 508FP | WC191 | FP | 100yr | 618.20 | Addition added to home |
| B4 | 508FP | WC191A | AC | 100yr | 618.20 | |
| B5 | 502 | WC164 | AC | 100yr | 618.20 | |
| B5 | 502 | WC165 | AC | 100yr | 618.20 | Combined with WC164 |
| B5 | 502-2 | WC162 | AC | 1977 | 616.00 | |
| B5 | 502FP | WC168 | FP | 100yr | 618.80 | |
| B5 | 502FP-2 | WC161 | FP | 100yr | 618.80 | |
| B5 | 502FP-3 | WC167 | FP | 100yr | 618.80 | |
| B5 | 504 | WC160 | AC | 100yr | 618.20 | |
| C1 | 511 | WC150 | AC | 100yr | 618.80 | |
| C1 | 516 | WC145 | AC | 100yr | 619.50 | |
| C1 | 516FP | WC144 | FP | 100yr | 619.00 | |
| C1 | 522FP | WJC05 | BU | 1977 | 617.81 | |
| C1 | 523FP | WJC06 | FP | 100yr | 619.00 | |
| C1 | 524FP | WJC08 | FP | 100yr | 619.00 | |
| C1 | 528FP | WJC07 | FP | 100yr | 619.00 | |
| C1 | 532FP | WC143 | GR | 100yr | 620.00 | |
| C1 | 537FP | WJC09 | FP | 100yr | 620.00 | |

AC=Acquisition, BU=Buy UP to Floodproofing, FP=Elevated Original Structure, GR=Government Replacement, HR=Homeowner Replacement

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

| INDEX | TRACT | STRUCT | TYPE | FLOOD | ELEV. | NOTE |
|-------|---------|--------|------|-------|--------|---------------------|
| C2 | 527 | WJC13 | AC | 100yr | 619.50 | |
| C2 | 527FP | WJC14 | FP | 100yr | 620.00 | |
| C2 | 529FP | WJC12 | FP | 100yr | 620.00 | |
| C3 | 601FP | WJC19 | GR | 100yr | 620.00 | |
| C3 | 608FP | WJC18 | FP | 100yr | 620.00 | |
| C3 | 609FP | WJC16 | FP | 100yr | 618.20 | |
| C4 | 602FP | WJC25 | BU | 100yr | 620.00 | |
| C4 | 611 | WJC23 | AC | 1977 | 618.00 | |
| C5 | 606FP-1 | WJC34 | FP | 100yr | 620.00 | |
| C5 | 606FP-2 | WJC35 | FP | 100yr | 620.00 | |
| C6 | 538 | WC133 | AC | 1977 | 618.90 | |
| D1 | 702 | WC121 | AC | 100yr | 620.90 | |
| D2 | 713 | WSC07 | AC | 100yr | 623.00 | |
| D2 | 714 | WSC08 | AC | 100yr | 623.00 | |
| D3 | 709 | WC091 | AC | 100yr | 622.70 | |
| D4 | 807FP | WC050 | AC | 1977 | 623.35 | |
| D4 | 807FP | WC050A | FP | 1977 | 623.35 | |
| D4 | 808FP | WC044 | GR | 100yr | 618.50 | |
| D4 | 809 | WC045 | AC | 100yr | 623.00 | |
| D4 | 811FP | WC042 | FP | 1977 | 623.80 | |
| D4 | 811FP | WC043 | AC | 1977 | 623.80 | |
| D4 | 812FP | WC041 | FP | 1977 | 623.80 | |
| D4 | 813FP | WC036 | FP | 1977 | 623.35 | |
| D4 | 814FP | WC035 | FP | 1977 | 623.35 | |
| D4 | 816FP | WC033 | FP | 1977 | 623.80 | |
| D4 | 817 | WC032 | AC | 100yr | 623.00 | |
| D4 | 817 | WC073 | AC | 100yr | 623.00 | Combined with WC032 |
| D4 | 819FP | WC026 | FP | 1977 | 624.15 | |
| D4 | 824FP | WC031 | HR | 1977 | 623.35 | |
| D4 | 826FP | WC027 | FP | 1977 | 624.15 | |
| D4 | 827 | WC031A | AC | 1977 | 624.15 | |
| D5 | 821 | WC001 | AC | 100yr | 624.70 | |

AC=Acquisition, BU=Buy UP to Floodproofing, FP=Elevated Original Structure, GR=Government Replacement, HR=Homeowner Replacement

The County Commission of Wayne 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 Wayne 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 March 2006 established for annual reporting.

Structures with moveable measure:

Structures:

Property:

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
Wayne 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
Wayne 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
Wayne 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
Wayne 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

WAYNE 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 _____ between the United States of America (hereinafter sometimes referred to as the "Government") and The County Commission of Wayne County (hereinafter sometimes referred to as the "County"), the Government and the County have undertaken the implementation of the Wayne 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

Government and the County dated _____, and pursuant to the PCA, the Government has undertaken, floodproofing and acquisitions of interests in land for and on behalf of the County, and

WHEREAS, [insert name(s) of owner(s)], (hereinafter sometimes referred to as the "Owner(s)"), is/are the Owner(s) of a certain parcel of land identified by the Government as Tract No. _____FP, which is the same land as that described in a Deed from (insert complete source of title), appearing in the land records of Wayne County, West Virginia, on which is located the (insert either residence, commercial structure etc) of said Owner(s) consisting of a (describe structure); which shall be floodproofed in accordance with the Guide Plans and Specifications approved by the Government.

WHEREAS, it is the desire of the Owner(s) to participate in and receive the benefits of the Project;

NOW, THEREFORE, THIS AGREEMENT AND GRANT made and entered into by and between [insert names of owner(s), spouse(s) of owner(s), tenant(s) and lienholder(s)]; and the UNITED STATES OF AMERICA, acting for and on behalf of the THE COUNTY COMMISSION OF WAYNE COUNTY, as aforesaid;

WITNESSETH, That for and in consideration of the premises and the mutual agreements and covenants hereinafter set forth;

1. The Government, herein represented by the Chief, Real Estate 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 Owners' (s') written agreement(s) with the contractor performing the floodproofing work on said structure shall include the following provisions:

(a) "The Contractor agrees to keep separate individual cost accounting records detailing both direct and indirect costs in connection with the floodproofing work. The Contractor also agrees to make such records available to the U.S. Army Corps of Engineers or other representatives of the United States of America upon demand so that contract costs may be evaluated. The cost evaluation will be performed using generally accepted accounting standards and auditing policies and criteria."

(b) "The Contractor agrees that all floodproofing work will be accomplished in accordance with the Guide Plans and Specifications previously provided by the U.S. Army Corps of Engineers before payment is made to the Contractor."

3. The Owner(s) hereby agree(s) that the Owner(s) shall not convey to any third party any interest in and to said land and the structures or create any liens thereon prior to completion of said floodproofing work and recordation of this Agreement by the Government in the land records of Wayne County, West Virginia, without the prior written approval of the Government.

4. The Owner(s) hereby acknowledge(s) that the amount set forth in 1. above is based upon a proposal obtained by the Owner(s) from (insert name of contractor), Contractor; that it is the

Owners' (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 Wayne 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 Wayne 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 Wayne County, and to its assigns forever, and agree(s), that no construction, alteration, or placement of structures of any kind or nature whatsoever on said land shall take place unless the lowest floor thereof to be

used for human habitation, commercial or business purposes is elevated above _____ feet mean sea level, [insert whichever is applicable: "the level of the April 1977 flood", or "the level of the 100-year frequency event"], and that this restriction shall be specifically included in every instrument subsequent hereto conveying title to any interest in said land or structures thereon.

7. The Owner(s), for himself/herself/themselves and his/her/their heirs and assigns, hereby covenant(s), warrant(s), and agree(s) that they will forever hold and save harmless and blameless the Government and The County Commission of Wayne County, and its assigns, from any damages or injuries resulting either directly or indirectly from any floodproofing work and any flooding of said land or of the floodproofed structure.

8. The Owner(s), for himself/herself/themselves and his/her/their heirs and assigns, recognize(s) and agree(s) that the grant hereby made to The County Commission of Wayne County, and the covenants and restrictions herein, in connection with the Wayne County Nonstructural Flood Control Project, are necessary and appropriate to ensure the purposes of said Project, namely, as authorized by Section 202 of the Water Resources and Development Act of 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 County Commission of Wayne County, and its assigns, shall forever have the right unchallenged by the Owners, and by the Owners' 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 Tract No. ____FP, arising out of that certain (specifically describe the lien), in the land records of Wayne County, West Virginia, to the easements and other rights and restrictions herein acquired by the Government and The County Commission of Wayne County.

10. [insert the 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 Wayne 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 tenants to the terms of this Agreement and obtaining from any lienholder or tenants waivers, releases, and/or subordinations of their rights in the premises to the

extent necessary to accomplish the work and covenants and restrictions herein, as may be required by the Government.

IN WITNESS WHEREOF, the parties have executed this Agreement and Deed effective as of the date of acceptance hereof by the United States of America.

_____, Owner

_____, Spouse of Owner

_____, Tenant

_____, Lienholder

ACCEPTED:

UNITED STATES OF AMERICA

By: _____
Chief, Real Estate Division

DATE

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 _____.

NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19__, before me _____, the undersigned officer, personally appeared _____, Chief, Real Estate Division, U.S. Army Engineer District, Huntington, West Virginia, known to me to be the person described in the foregoing Agreement, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal,

(Seal)

NOTARY PUBLIC

My Commission Expires:

NO DECLARATION OF VALUE IS NECESSARY AS GRANTEE IS THE COUNTY COMMISSION OF WAYNE COUNTY. SEE WEST VIRGINIA CODE SECTION 11-22-1.

This Instrument Prepared By:

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

APPENDIX E

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

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



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF:

February 10, 2003

Real Estate Division

Dr. Charles Sammons, President
Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Dr. Sammons:

Enclosed are the original warranty deeds, Reports on Vacation of Property, and final titles (unless otherwise noted) for the following acquisition tracts in the Wayne County Nonstructural Project:

Tract No. 204 (Windel & Mary Chaffin)
Tract No. 303 (Eula Grace)
Tract No. 304 (Ravon & Barbara Ward) – awaiting final title
Tract No. 415 (Betty Little)
Tract No. 502 (Sarah E. Pinson Van Meter Ross)
Tract No. 502-2 (Sarah E. Pinson Van Meter Ross)
Tract No. 504 (George & Carol Mullett)
Tract No. 508FPE (Ralph & Faye Parsley)
Tract No. 714 (Jerry & Rolberta Spaulding), includes mobile home title
Tract No. 817 (Flem & Nancy Marcum), includes mobile home title
Tract No. 821 (Roberta Pack) – awaiting final title, includes two mobile home titles

Please contact me at 1-888-841-9649 or directly at (304)529-5259 if you have any questions regarding these tracts.

Sincerely,

Betty C. Harmon
Real Estate Project Manager

Enclosures



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF:

August 23, 2004

Real Estate Division

Dr. Charles Sammons, President
Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Dr. Sammons:

Enclosed are the original warranty deeds, Reports on Vacation of Property, and final titles (unless otherwise noted) for the following acquisition tracts in the Wayne County Nonstructural Project:

Tract No. 206 (Shaunna Mahon, Gail & Keith Perrin, Jessie Mahon)
Tract No. 507 (Donald & Martha Varney)
Tract No. 304 (Ravon & Barbara Ward) – final title (deed and ENG 1567 previously furnished)
Tract No. 511 (New Home United Baptist Church)
Tract No. 527 (Raymond E., Mary M., and Martha Maynard)
Tract No. 538 (Sandra and Virgil Pertee)
Tract No. 713 (Connie Maynard)
Tract No. 508 (Ralph & Faye Parsley) – final title (deed and ENG 1567 previously furnished)
Tract No. 809 (Riverview United Baptist Church)
Tract No. 8111FPE (Tamsy & Millard Rice)
Tract No. 821 (Roberta Pack) – final title, (deed and ENG 1567 previously furnished)
Tract No. 827 (Ruby Allen)
Tract No. 516 (William Little, Jr) – final title (deed and ENG 1567 previously furnished)

Please contact me at 1-888-841-9649 or directly at (304)399-5259 if you have any questions regarding these tracts.

Sincerely,

Betty C. Harmon
Real Estate Project Manager

Enclosures

CF:
CELRH-PM-P (D. Smith)



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF:
Real Estate Division

September 22, 2006

Dr. Charles Sammons, President
Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

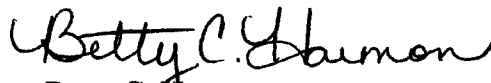
Dear Dr. Sammons:

Enclosed are the original warranty deeds, Reports on Vacation of Property, and final titles for the following acquisition tracts in the Wayne County Nonstructural Project:

Tract No. 404 (Franklin D. Little)
Tract No. 611 (Willis Allen)
Tract No. 702 (Juanita Blackburn)
Tract No. 709 (Homer L. and Patrica M. Chafin)

Please contact me at 1-888-841-9649 or directly at (304)399-5259 if you have any questions regarding these tracts.

Sincerely,


Betty C. Harmon
Real Estate Project Manager

Enclosures



**DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070**

REPLY TO
ATTENTION OF

September 27, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 302FP, Wayne 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 E. Sammons and Judith A Sammons, homeowners, was recorded on February 15, 2006, in the records of Wayne County in Deed Book 643, at page 581, 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 24, 2006, and was attended by Mr. Randy Fry 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. 302FP, 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 Wayne 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,

A handwritten signature in cursive script that reads "Oval E. Barr".

Oval E. Barr
Floodproofing Coordinator
Wayne County
Floodproofing Program

Enclosures

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 405FP, Wayne 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 Clista Farley, homeowner, was recorded on December 11, 2002, in the records of Wayne County in Deed Book 623, at page 499, 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, 2003, and was attended by Mr. Randy Fry 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. 405FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 407FP, Wayne 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 Lorena M. Evans, homeowner, was recorded on March 22, 2002, in the records of Wayne County in Deed Book 618, at page 874, 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 22, 2002, and was attended by Mr. Randy Fry 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. 407FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE
CELRH-PM-P



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF

September 25, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 413FP, Wayne 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 Oscar Varney and Judy Ann Varney, homeowners, was recorded on January 14, 2004, in the records of Wayne County in Deed Book 630, at page 411, 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 14, 2004, and was attended by Mr. Randy Fry 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. 413FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF

September 27, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 416FP, Wayne 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 W.R. Copley and Emaline Copley, homeowners, was recorded on September 9, 2005, in the records of Wayne County in Deed Book 34, at page 363, 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 9, 2005, and was attended by Mr. Randy Fry 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. 416FP, 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 Wayne 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,

A handwritten signature in cursive script that reads "Oval E. Barr".

Oval E. Barr
Floodproofing Coordinator
Wayne County
Floodproofing Program

Enclosures



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

September 27, 2006

REPLY TO
ATTENTION OF

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 502FP, Wayne 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 Sarah P. Ross, David Ross, Everett Conn, Jr., Wallis Faye Conn, Gary L. Conn, and Bonnie Conn, homeowners, was recorded on April 2, 2001, in the records of Wayne County in Deed Book 613, at page 122, 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 30, 2001, and was attended by Mr. Randy Fry 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. 502FP, 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 Wayne 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,

A handwritten signature in cursive script that reads "Oval E. Barr".

Oval E. Barr
Floodproofing Coordinator
Wayne County
Floodproofing Program

Enclosures



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF

September 27, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 502FP-2, Wayne 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 Sarah Ross and David Ross, homeowners, was recorded on October 5, 2000, in the records of Wayne County in Deed Book 610, at page 481, along with the Modification to Floodproofing Agreement executed and recorded on January 31, 2001 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 30, 2001, and was attended by Mr. Randy Fry 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. 502FP-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 Wayne 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

Oval E. Barr
Floodproofing Coordinator
Wayne County
Floodproofing Program

Enclosures



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF

September 27, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 502FP-3, Wayne 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 Sarah Ross and David Ross, homeowners, was recorded on January 16, 2002, in the records of Wayne County in Deed Book 617, at page 858, along with the Modification to Floodproofing Agreement executed February 14, 2002 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, 2002, and was attended by Mr. Randy Fry 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. 502FP-3, 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 Wayne 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,

A handwritten signature in cursive script that reads "Oval E. Barr".

Oval E. Barr
Floodproofing Coordinator
Wayne County
Floodproofing Program

Enclosures

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 508FP, Wayne 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 Ralph C. Parsley and Faye V. Parsley, homeowners, was recorded on January 16, 2001, in the records of Wayne County in Deed Book 612, at page 155, 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 30, 2001, and was attended by Mr. Randy Fry 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. 508FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 522FP, Wayne 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 Bobby Williamson and Kay Stepp Williamson, homeowners, was recorded on April 25, 2002, in the records of Wayne County in Deed Book 619, at page 438, 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, 2002, and was attended by Mr. Randy Fry 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. 522FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

SEP 19 2003

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

Mers/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 516FP, Wayne 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 William Little, Jr. and Florence Little, homeowners, was recorded on November 23, 1999, in the records of Wayne County in Deed Book 605, at page 93, 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 23, 1999, and was attended by Mr. Randy Fry 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. 516FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

JUN 10 2002

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 523FP, Wayne 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 Richard Meddings and Pamela Meddings, homeowners, was recorded on 23 November 1999, in the records of Wayne County in Deed Book 605, at page 104, 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 23 November 1999, and was attended by Mr. Randy Fry 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. 523FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

JUL 12 2000

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

Mers/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 524FP, Wayne 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 Curtis Ray Marcum and Christine Marcum, homeowners, was recorded on December 21, 1999, in the records of Wayne County in Deed Book 31, at page 265, 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 21, 1999, and was attended by Mr. Randy Fry 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. 524FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

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

JUL 09 2002

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 528FP, Wayne 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 Scottie Ray Marcum and Patricia Lynn Marcum, homeowners, was recorded on 21 December 1999, in the records of Wayne County in Deed Book 21, at page 253, 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 21 December 1999, and was attended by Mr. Randy Fry 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. 528FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE
CELRH-PM-P (Smith)

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 537FP, Wayne 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 Ray Dingess and Maxine Raines Dingess, homeowners, was recorded on September 21, 2001, in the records of Wayne County in Deed Book 616, at page 195, 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, 2003, and was attended by Mr. Randy Fry 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. 537FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE
CELRH-PM-P



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF

September 27, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 601FP, Wayne 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 Gary Lee Walker and Goldie Walker, homeowners, was recorded on January 22, 2003, in the records of Wayne County in Deed Book 624, at page 100, 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 21, 2003, and was attended by Mr. Randy Fry 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. 601FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 602FP, Wayne 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 Paul Williamson and Grace Williamson, homeowners, was recorded on September 6, 2002, in the records of Wayne County in Deed Book 621, at page 794, 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 6, 2003, and was attended by Mr. Randy Fry 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. 602FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE
CELRH-PM-P

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 606FP-2, Wayne 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 Irene Williamson and James Williamson, homeowners, was recorded on July 23, 2002, in the records of Wayne County in Deed Book 620, at page 941, 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 July 23, 2002, and was attended by Mr. Randy Fry 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. 606FP-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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE
CELRH-PM-P



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF

September 25, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 608FP, Wayne 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 Wayne Herald, Jr. and Sarah Herald, homeowners, was recorded on February 10, 2004, in the records of Wayne County in Deed Book 630, at page 826, 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 10, 2004, and was attended by Mr. Randy Fry 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. 608FP, 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 Wayne 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,

A handwritten signature in cursive script that reads "Oval E. Barr".

Oval E. Barr
Floodproofing Coordinator
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 609FP, Wayne 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 Leon Justice and Lois Faye Justice, homeowners, was recorded on September 9, 2003, in the records of Wayne County in Deed Book 628, at page 256, 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 9, 2003, and was attended by Mr. Randy Fry 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. 609FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

JUL 16 2003

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 808FP, Wayne 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 Mary C. Salmons, homeowner, was recorded on July 13, 2000, in the records of Wayne County in Deed Book 609, at page 41, 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 July 13, 2000, and was attended by Mr. Randy Fry 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. 808FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

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

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 811FP, Wayne 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 Millard Eugene Rice and Donna Sue Rice Fletcher, homeowners, was recorded on March 15, 2000, in the records of Wayne County in Deed Book 606, at page 836, 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 14, 2000, and was attended by Mr. Randy Fry 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. 811FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE
CELRH-PM-P

JUL 16 2003

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

Mers/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 813FP, Wayne 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 Gladys Moore and Arlene Moore, homeowners, was recorded on August 31, 2000, in the records of Wayne County in Deed Book 609, at page 933, 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 31, 2000, and was attended by Mr. Randy Fry 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. 813FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)



**DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070**

REPLY TO
ATTENTION OF

September 27, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 814FP, Wayne 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 Janet Chafin, Melvin Chafin and Wilma Miller, homeowner, was recorded on November 25, 2003, in the records of Wayne County in Deed Book 629, at page 626, 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 25, 2003, and was attended by Mr. Randy Fry 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. 814FP, 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 Wayne 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,

A handwritten signature in cursive script that reads "Oval E. Barr".

Oval E. Barr
Floodproofing Coordinator
Wayne County
Floodproofing Program

Enclosures

JUL 16 2003

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

Mers/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 816FP, Wayne 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 Thomas J. Stepp and Carolyn Gail Stepp, homeowners, was recorded on October 1, 1999 of Wayne County in Deed Book 603, at page 892, 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 October 1, 1999, and was attended by Mr. Randy Fry 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. 816FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE

CELRH-PM-P (Smith)

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 819FP, Wayne 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 Lillie Mae Sears, homeowner, was recorded on January 31, 2001, in the records of Wayne County in Deed Book 612, at page 137, 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 15, 2001, and was attended by Mr. Randy Fry 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. 819FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

JUL 10 2002

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

Mers/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 812FP, Wayne 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, a second Modification, and the Elevation Certificate. The Floodproofing Agreement, executed by Harry Moore, homeowner, was recorded on August 30, 1999, in the records of Wayne County in Deed Book 603, at page 315, along with the Modification to Floodproofing Agreement, a second Modification, 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 December 21, 1999, and was attended by Mr. Randy Fry 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. 812FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

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



DEPARTMENT OF THE ARMY
HUNTINGTON DISTRICT, CORPS OF ENGINEERS
502 EIGHTH STREET
HUNTINGTON, WEST VIRGINIA 25701-2070

REPLY TO
ATTENTION OF

September 27, 2006

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

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 824FP, Wayne 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 Clyde Richardson and Melissa Richardson, homeowners, was recorded on May 16, 2003, in the records of Wayne County in Deed Book 626, at page 1, 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 16, 2003, and was attended by Mr. Randy Fry 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. 824FP, 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 Wayne 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

Oval E. Barr
Floodproofing Coordinator
Wayne County
Floodproofing Program

Enclosures

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 826FP, Wayne 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 Clyde Dotson and Shirley Dotson, homeowners, was recorded on April 5, 2002, in the records of Wayne County in Deed Book 619, at page 134, 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 5, 2002, and was attended by Mr. Randy Fry 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. 826FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:
CELRH-RE
CELRH-PM-P

MAR 06 2006

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

Barr/mdf/5644

Mr. Charles E. Sammons
President, Wayne County Commission
Post Office Box 248
Wayne, West Virginia 25570

Dear Mr. Sammons:

The purpose of this letter is to turn the completed floodproofing work on Tract No. 529FP, Wayne 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 Lelon Stroud and Darlene Stroud, homeowners, was recorded on August 1, 2003, in the records of Wayne County in Deed Book 627, at page 538, 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 1, 2003, and was attended by Mr. Randy Fry 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. 529FP, 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 Wayne 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
Wayne County
Floodproofing Program

Enclosures

Copies Furnished:

CELRH-RE
CELRH-PM-P

OPERATION AND
MAINTENANCE
MANUAL
MAY 2006



**WAYNE COUNTY
SECTION 202
NONSTRUCTURAL PROJECT
WAYNE COUNTY, WEST
VIRGINIA**



**US Army Corps
of Engineers**
Huntington District