# Reno Beach-1994-01

US Army Corps of Engineers Buffalo District

> FLOOD PROTECTION PROJECT RENO BEACH-HOWARD FARMS, OHIO

# Operation And Maintenance Manual

January 1994

# Flood Protection Reno Beach-Howard Farms, Ohio

# OPERATIONS AND MAINTENANCE MANUAL

U.S. Army Engineer District, Buffalo 1776 Niagara Street Buffalo, NY 14207-3199

# OPERATIONS AND MAINTENANCE MANUAL FOR

# FLOOD PROTECTION RENO BEACH-HOWARD FARMS, OHIO

### TABLE OF CONTENTS

Description	Page
Preface	ii
I - INTRODUCTION	
Project Authorization	1
Location	1
Description	1
Protection Provided	2 2 2
Construction History	2
Local Cooperation	2
II - PROCEDURES	
General	2
Duties of the Superintendent	3 3
Improvements or Alterations to the Project	3
	4
Periodic Inspections	4
Joint Inspections	4
Check Sheets	4
III - PROJECT FEATURES	
General	5
	5
	7
Sources of Material	8
IV - MAINTENANCE	
General	9
Structural Features	9
	Preface  I - INTRODUCTION  Project Authorization Location Description Protection Provided Construction History Local Cooperation  II - PROCEDURES  General Duties of the Superintendent Improvements or Alterations to the Project Report to the Corps of Engineers Periodic Inspections Joint Inspections Check Sheets  III - PROJECT FEATURES  General Stone Specifications Geotextile Specification Sources of Material  IV - MAINTENANCE  General

# TABLE OF CONTENTS (CONT'D)

<u>Paragraph</u>	<u>Description</u>	<u>Page</u>
	V - OPERATION	
20	General	10
	VI - HIGH WATER LEVEL PERIODS	
21 22	General Natural Disaster Procedure	10 10
	VII - APPENDICES	
Section	<u>Description</u>	
A	Agreement for Local Cooperation and Regulations	
В	Check Sheet for Inspection	÷
С	Project Photographs	
ח	As-Constructed Drawings	

### Flood Protection Reno Beach-Howard Farms, Ohio

### PREFACE

The Flood Protection Project at Reno Beach-Howard Farms, Ohio, was completed in October 1992. The project was designed and constructed under the supervision of the Buffalo District Corps of Engineers. The Lake Erie Conservancy District Number 1 and the Howard Farms Conservancy District, as the local sponsors, have inspected the completed project and acknowledged satisfaction with the project. The Federal Government transferred the project to the Conservancy Districts on 26 March 1993.

This manual has been compiled to assist the Conservancy Districts' officials in complying with the requirements for maintaining the protective works.

The manual contains a copy of the drawings and references pertaining to this project.

The project will provide and protect the shoreline at Reno Beach-Howard Farms, Ohio. However, the successful functioning of the project will depend upon how it is maintained by the Conservancy Districts' officials.

Erosion and revetment damage, which could result from failure of part of the project, can be prevented through careful inspection and proper and timely maintenance. The Buffalo District Corps of Engineers will conduct annual inspections of the completed works to insure the structural integrity of the project and compliance with local assurances that have been provided by the local sponsors.

### Flood Protection Reno Beach-Howard Farms, Ohio

### Operation and Maintenance Manual

### I - INTRODUCTION

### 1. Project Authorization.

The Flood Protection Project at Reno Beach-Howard Farms, Jerusalem Township, Lucas County, Ohio, was authorized under Section 203 of the 1948 Flood Control Act, Public Law 858, in accordance with House Document Numbered 554 (80th Congress, 2nd Session).

### 2. Location.

The Reno Beach-Howard Farms project site is located along the southwest shore of Lake Erie in Jerusalem Township, Lucas County, Ohio, approximately 15 miles east of Toledo.

### 3. <u>Description</u>.

The project (see Appendix D, sheets 1 through 28) consists of the rebuilt "Operation Foresight" dikes, some foreslope work on the Cooley Canal, and a portion of the Wards Canal Levee which now provides a permanent level of protection. The lakeshore dikes in existence at the time this authorized project was under taken, were the result of construction over a long period of time, the latest being the emergency work of 1973. These dikes were found to be in various stages of deterioration requiring the repair or reconstruction of the dikes, as necessary, to convert them to a permanent project. The as constructed project consists of about 7,520 feet of reconstructed dike generally involving large stones used for toe protection, new filter cloth, a 2.5-foot layer of underlayer stone, and a 3.3-foot layer of type "B" stone up to the design crest elevation (13.6 feet above Low Water Datum, L.W.D.) on a design slope of 1V: 2H. Approximately 4,278 feet of additional dike involved various levels of repair, including: 2,910 feet of berm at the base of the structure consisting of a 2.5-foot layer of underlayer stone and a 3.3-foot layer of type "A" stone to provide toe protection; 1,066 feet of berm containing underlayer and type "A" stone up to 5.0 feet above L.W.D., and type "B" stone up to the design crest elevation on a design slope of 1V: 2H; and, 302 feet of transition sections. Also, approximately 277 feet of work on Cooley Canal consisted of fill material in those areas where the slope had been eroded and placement of a 4.4-foot layer of riprap on top of a 2.5-foot layer of underlayer stone up to 12.3 feet above L.W.D. on a design slope of 1V: 2H. Finally, 3,753 feet of levee rehabilitation on the Wards Canal involved a 12-inch riprap layer on top of a 6-inch bedding stone layer up to the design crest elevation. The design crest elevation for all lakeshore dikes is at 13.6 feet above L.W.D., while the Wards Canal section is at 11 feet above L.W.D.

### 4. Protection Provided,

The project was designed to provide flood protection against high lake levels and wave action by reconstructing/repairing the shoreline revetment built under "Operation Foresight." The project protects 2,120 acres of agricultural land and residential development from flood damage caused by wind storms and high water stages on Lake Erie.

### 5. Construction History.

Construction was initiated by contract in September 1990, and was completed in October 1992. The prime Contractor was George Gradel Construction Co. of Toledo, Ohio. The constructed project is shown in Appendix D, sheets 1 through 28. The work was accomplished under the direction of the Buffalo District Corps of Engineers, under Construction Contract No. DACW 49-90-C-0023, dated 20 September 1990, at a total construction cost of \$4,052,693.87.

### 6. Local Cooperation.

The Local Cooperation Agreement (LCA) for the Flood Protection Project at Reno Beach-Howard Farms was executed between the Government and The Lake Eric Conservancy District Number 1 and the Howard Farms Conservancy District, Jerusalem Township, Lucas County, Ohio, on September 30, 1988. The agreement requires that the local sponsors accept, maintain, and operate the entire project, in accordance with regulations prescribed by the Secretary of the Army, and provides to the Government the right to inspect the project and to repair it at the sponsor's cost, in the event of the sponsor's failure to do so. A copy of the LCA is included in Appendix A.

The maintenance regulations which apply to this project are:

- a) Title 33, Code of Federal Regulations, Section 208.10(a) (See enclosure 2 in appendix A).
- b) Engineer Regulation No. 1130-2-303, Appendix I, Section 5, paragraph 5.11 (See enclosure 3 in Appendix A).

### II - PROCEDURES

### 7. General.

General rules for maintenance of civil works projects are stated in the Engineer Regulations (i.e., ER 1110-2-2902, see enclosure 4 in Appendix A). The purpose of a maintenance program is to preserve public benefits and return full value for the funds invested in the construction, and to minimize maintenance costs. The following paragraphs provide guidance for complying with the requirements.

### 8. Duties of the Superintendent.

The cooperating agencies, The Lake Erie Conservancy District Number 1 and the Howard Farms Conservancy District, shall appoint someone from their personnel as "Superintendent," to be responsible for carrying out the regulations for maintenance and operation of the completed flood protection project at Reno Beach-Howard Farms. The Superintendent shall be directly in charge of an organization responsible for the efficient operation, inspection and maintenance of the project works, all without cost to the Federal Government. The Superintendent will develop a storm emergency plan to cope with storm events greater than major lake storm. The plan shall cover measures that minimize the threat to life and damage to property and provide instruction for an orderly storm recovery effort.

It shall be the duty of the Superintendent to maintain organized records of activities and costs covering maintenance, operation, condition, inspection, repair and replacement of protective works. These records shall be available for the District Commander's or authorized representative's inspection and notation in the Superintendent's offices upon written request.

The District Commander, and authorized representatives, shall have access at all times to all portions of the project upon request or notification to inspect it.

The Superintendent shall assure that maintenance measures or repairs which the District Commander deems necessary are promptly taken or made. Failure to act within 30 calendar days after receipt of the District Commander's notice may result in the Federal Government completing the work and pursuing a remedy by law for cost reimbursement as provided in the local cooperation agreement contract.

In addition to specific duties outlined in other portions of this manual, the Superintendent shall have the responsibility for developing and sustaining an organization capable of efficiently maintaining structures and facilities, particularly during storm periods. The name, address, and telephone number of the Superintendent shall be furnished to the District Commander, U.S. Army Corps of Engineers, Buffalo, 1776 Niagara Street, Buffalo, New York, 14207-3199. The District Commander shall be notified of any change in this information, in writing, to the above address.

# 9. Improvements or Alterations to the Project.

No other improvement shall be constructed over, under, or through any protective feature, nor shall any excavation or construction be permitted within the limits of the project right-of-way, nor shall any change be made in the project without prior written approval of the District Commander, U.S. Army Corps of Engineers, Buffalo District, or an authorized representative. Advice regarding the effect of proposed improvements or alterations on the functioning of the project and information concerning methods of construction, acceptable under standard engineering practice, shall be obtained from the District Commander or, if otherwise obtained, shall be submitted for the District Commander's approval.

Drawings or prints of proposed improvements or alterations to the structure, shall be submitted in triplicate to the District Commander for approval. They shall be submitted prior to the proposed starting date of construction to permit sufficient and adequate study of the possible effects of the work. Drawings in duplicate or reproducible prints, which show the "As Constructed" improvements or alterations shall be furnished to the District Commander, after completion of the work.

### 10. Report to the Corps of Engineers.

A semi-annual report shall also be submitted to the District Commander. The semi-annual report periods shall be from 1 January through 30 June, and from 1 July through 31 December. Reports shall be submitted within 30 days after the end of each report period. The report shall cover inspection and maintenance of the project works and will include dated copies of inspection check sheets or report sheets prepared during the period covered by the report. In the event repairs have been made, either temporary or permanent, the nature, dates, and costs of such repairs shall be included. Prints of photographs showing the protective works in use during inspection or repair periods are desired whenever available.

### 11. Periodic Inspections.

It is suggested that periodic inspections be made by the Superintendent at the following times:

- a. <u>Immediately following each major lake storm</u>. A major lake storm is herein defined as having on-shore winds of 40 mph or greater wind speed for a 3-hour duration or having waves exceeding 5 to 6 feet;
  - b. At least semi-annually; and,
  - c. At such times as may be considered necessary by the Superintendent.

### 12. Joint Inspections.

A joint inspection of the project works shall be made annually by the District Commander, Buffalo District, Corps of Engineers, or his authorized representative, and the Superintendent. Arrangements for such inspections will be made by the District Commander, who will give advance notice to the Superintendent.

### 13. Check Sheets.

Appendix B shows a suggested form for check sheets, which can be used to facilitate routine and emergency inspections. This or similar forms should be used at each inspection to insure that no feature of the protective system has been overlooked. Any needed repairs should

be indicated thereon, with a check indicating satisfactory items. Factors such as the condition of the stone, evidence of structure settlement or deterioration, debris collection, etc., should be noted on the check sheet.

### **III - PROJECT FEATURES**

### 14. General.

Details of the rebuilt lakeshore dikes as originally constructed, which now provide a permanent project, are shown on the "As-Constructed" drawings, sheets 1 through 28, in Appendix D.

### 15. Stone Specifications.

Stone material for the revetment was specified as being sound, durable, and free from fractures, spalls, deleterious material and overburden spoil. The stone gradations used in the construction of the revetment are as described below:

	<del></del>
Туре	Size Range
A (Onsite)	2.0 - 6.0 Tons
C (Onsite)	0.25 - 2.0 Tons

Specific Gravity varies for each stone source see paragraph 17 for more information.

		TYPE "B" A	ARMOR STONE	}	
WEIGHT RANGE					
Specific 2.13 -	_	Specific 2.36 -	_	Specific (	_
Minimum	Maximum	<u>Minimum</u>	<u>Maximum</u>	Minimum	<u>Maximum</u>
2.2 Ton	4.8 Ton	1.4 Ton	3.1 Ton	1.0 Ton	2.2 Ton

TYPE	"D" עאס	ERLAYER SI	CONE	
	WEIGHT	RANGE		
Specific Gravity 2.13 - 2.35	Specific 2.36 -	Gravity 2.60	Specific 2.61 -	Gravity * 2.88
Minimum Maximum	<u>Minimum</u>	Maximum	Minimum	<u>Maximum</u>
150 lbs 610 lbs	100 lbs	400 lbs	65 lbs	270 lbs
* Specific gravity a	nd ston	e weight r	ange actua	lly used.
TYF	E "F" R	IPRAP STO	IE	
WEIGHT OF STONES (LBS)		PERCENT LIGHTER BY WEIGHT		
84 34 18 7 1			100 65 - 100 35 - 55 0 - 23 0 - 5	
TYP	E "G" BI	EDDING STO	NE	
SIEVE DESIGNATIONS (U. S. STANDARD SQUARE MESH)		PERCENT FINER BY WEIGH		
4 inches 3 inches % inch No. 10 No. 40			100 70 - 100 40 - 65 20 - 40 5 - 20	

Stone placement limits are indicated on sheets 18, 19 and 20 of Appendix D.

# 16. Geotextile Specification.

The geotextile fiber consists of a long chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, amide, or vinylidene-chloride and contains stabilizers and/or inhibitors added to the base plastic if necessary to make the filaments resistant to deterioration due to ultra-violet and heat exposure. The edges of the geotextile are finished to prevent the outer fiber from pulling away from the geotextile.

The specification for the geotextile is as shown on the table below:

Geotextile - Physical Requirements

Physical Property	Test Procedure	Acceptable Values++
Tensile Strength +(unaged geotextile)	ASTM D 1682 Grab Test Method using 1-inch square jaws and a 12-inches per minute constant rate of traverse.	200-Pound minimum in any principal direction.
Breaking Elongation (unaged geotextile)	ASTM D 1682 Determine Apparent Breaking Elongation.	20 percent minimum in any principal direction.
Puncture Strength + (unaged geotextile)	ASTM D 3787 except polished steel ball replaced with a 5/16-inch diameter solid steel cylinder with a hemispherical tip centered within the ring clamp.	
Abrasion Resistance	ASTM D 3884 Rubber-base abrasive wheels equal to CS-17 "Calibrase" by Taber Instrument Co.; 1 kilogram load per wheel; 1000 breaking load.	55 pound minimum Residual Breaking Load in any principal direction
Equivalent (Apparent) Opening Size (EGOS)	TF 25#6/CW-02215, U.S. Sieve Number Equip. ASTM .03.81.08 (Proposed)	No finer than the U.S. Standard Sieve No. 100 and no coarser than the U.S. Standard Sieve No. 30.
Tear Strength	ASTM D 4533 Trapezoidal tear strength.	65 pounds minimum in any principal directive.

<sup>+</sup> Unaged geotextile is defined as geotextile in the condition received from the manufacturer or distributor.

<sup>++</sup> All numerical values represents minimum average roll values (i.e., any roll in a lot should meet or exceed the minimum in the table).

### 17. Sources of Material.

The types, sizes, and specific gravities of stone, and geotextile used during the initial construction will generally be required for any repair work. The original sources for these materials are given herein for possible future reference. This information should not be construed as an assurance that the identified sources will be available in the future. It is solely the responsibility of The Lake Erie Conservancy District Number 1 and the Howard Farms Conservancy District to identify suitable sources of any required replacement materials so as to insure the protective qualities of the project.

### **Material**

### Source

"A" and "C"
Armor Stone

The three sources are:

(1) Edward Kraemer & Sons
White Rock Quarry
3800 North Bolander
Clay Center, OH 43408
Phone (419) 855-8388
Fax (419) 855-7102
Specific Gravity is 2.63

(2) StoneCo Incorporated
P.O. Box 29A
Lime City, OH 43537
Phone (419) 893-8731
Specific Gravity is 2.60

(3) Martin-Marietta Chemical Co.
Refactories Division
P.O. Box 187
755 Lime Road
Woodville, OH 43469
Phone (419)849-3011
Specific Gravity is 2.67

"B" Stone Armor Stone Edward Kraemer & Sons White Rock Quarry 3800 North Bolander Clay Center, OH 43406 Phone (419) 855-8388 Fax (419) 855-7102 Material

Source

"D" Stone Armor Stone Edward Kraemer & Sons White Rock Quarry 3800 North Bolander Clay Center, OH 43406 Phone (419) 855-8388 Fax (419) 855-7102

"F" Stone Riprap Stone

"G" Stone Bedding Stone

Geotextile Mirafi 600X United States Mirafi Inc. P.O. Box 240967 Charlotte, NC 28224 Phone (800) 234-0484

### IV - MAINTENANCE

### 18. General.

The Lake Erie Conservancy District Number 1 and Howard Farms Conservancy District are responsible, as the local cooperators, to ensure that the structures and facilities constructed by the United States for the Flood Protection project at Reno Beach-Howard Farms shall be continuously maintained in such a manner, and operated as may be necessary, to obtain the maximum benefits. The Superintendent is to make periodic inspections and take immediate steps to remedy any adverse conditions disclosed by such inspection. The Superintendent is to provide for any periodic repairs and adjustments that may be required to restore the dike to a form commensurate with its intent, and all structural works to their original condition. Any maintenance activities, which are not emergency repairs, should be undertaken from 1 April to 30 June, to avoid possible impacts to warm water fish species' spawning activities. Emergency repairs will be required when there is immediate danger of failure of the shore protection project due to damage to the dike. Providing new stone and geotextile equal to or better than the materials used in the original construction may be necessary.

### 19. Structural Features.

- a. Inspection. The dike, which comprises the structural feature of the Reno Beach-Howard Farms project shall receive close visual inspection at least semi-annually. The semi-annual inspection shall note damage caused by ice or storms, and indications of failures due to normal deterioration. Where settlement or misalignment of the dike is observed, a detailed inspection shall be conducted to determine the cause. Detailed inspection may be performed by cross-sectional surveys of the structure. Back side of dike needs to be inspected for piping failure. When a flow path of water underneath a dike wall is established it is called piping. Evidence of piping is pooling of water along with the accumulation of fine soil material on the protected side. This may be the only indication of piping. There may not be any other indication of material loss or lowering of crest elevation of the dike. If evidence of piping exists it should continue to be monitored, especially during high lake levels.
- b. Repair. When damage occurs to any structural feature such that its stability is endangered or that it no longer fulfills its intended purpose (i.e. the dike provides inadequate protection against high lake levels and wave action), it shall be rebuilt or repaired to the "as-constructed" condition (Appendix D). The structure may require the placement of additional armor stone as periodic maintenance.

### **V** - **OPERATION**

### 20. General.

There are no structures that require operation. However, the Superintendent should observe wave action during storms to note critical locations along the dike which may be susceptible to damage. All damaged areas shall be repaired immediately to prevent further damage.

### VI - HIGH WATER LEVEL PERIODS

### 21. General.

Due to the design and location of the project, high lake levels, and lake storms that accompany the high water levels, may impact on the structural protection. The Superintendent shall maintain the structure as required so that its protective qualities are insured.

### 22. Natural Disaster Procedure.

The Buffalo District has prepared standard operating procedures in which the policy and procedure relative to activities, before, during, and after any natural disaster, are outlined. The manual NCB Plan 500-1-1 includes information and organization for handling emergencies. Copies of this manual may be obtained from the Buffalo District, Corps of Engineers, 1776 Niagara Street, Buffalo, NY 14207-3199. Upon request, Buffalo District can provide technical advice.

## Flood Protection Reno Beach-Howard Farms, Ohio

# Appendix A

Agreement for Local Cooperation and Regulations

U. S. Army Engineer District, Buffalo 1776 Niagara Street Buffalo, NY 14207-3199 LOCAL COOPERATION AGREEMENT

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

THE LAKE ERIE CONSERVANCY DISTRICT NUMBER 1

AND

THE HOWARD FARMS CONSERVANCY DISTRICT
FOR CONSTRUCTION OF THE
FLOOD PROTECTION PROJECT
AT

RENO BEACH - HOWARD FARMS, OHIO

THIS AGREEMENT, entered into this <u>30±0</u> day of <u>Sectember</u> 1988, by and between the Department of the Army (hereinafter referred to as the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works) and the Lake Erie Conservancy District Number 1 (hereinafter referred to as "Lake Erie") and the Howard Farms Conservancy District (hereinafter referred to as "Howard Farms"),

WITNESSETH, THAT,

WHEREAS, the flood protection project at Reno Beach-Howard Farms, Ohio, (hereinafter referred to as the "Project") was authorized under Section 203 of the Flood Control Act of 1948, approved 30 June 1948 (Public Law 858, 80th Congress, 2nd Session), in accordance with House Document Numbered 554, (80th Congress, 2nd Session); and

WHEREAS, the Water Resources Development Act of 1986, Public Law 99-662, specifies the cost sharing requirements applicable to the project; and

Whereas, the General Design Memorandum for the project entitled "Reno Beach-Howard Farms, Ohio, Flood Protection Project", was approved 1 July 1986, and

WHEREAS, the project provides for protection of the Reno Beach-Howard Farms area and adjacent areas from floods caused by frequent windstorms and increases in the level of Lake Erie, by repair or reconstruction of the existing temporary dike, as necessary, to convert it to a permanent project; and

WHEREAS, Lake Erie and Howard Farms have the authority and capability to furnish the cooperation hereinafter set forth and are willing to participate in project cost-sharing and financing in accordance with the terms of this Agreement; and

WHEREAS, Lake Erie and Howard Farms agree to be held jointly and severally responsible for compliance with the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

For purposes of this Agreement:

- a. The term "project" shall mean repair of 5,300 feet and reconstruction of 7,900 feet of the existing Reno Beach-Howard Farms, OH temporary dike, as necessary, to convert it to a permanent project which includes: dike reconstruction, installation of steel sheet pile, slope protection, toe protection, and reconstructive work on the Wards Canal levee as more fully set forth in the aforementioned General Design Memorandum.
- b. The term "total project costs" shall mean all costs incurred by Lake Erie, Howard Farms, and the Government directly related to construction of the project.

Such costs shall include, but not necessarily be limited to, actual construction costs, costs of applicable engineering and design, continuing planning and engineering costs incurred after October 1, 1985, supervision and administration costs, costs of project construction contract dispute settlements or awards, and the value of lands, easements, rights-of-way, relocations, and disposal areas provided for the project by Lake Erie and Howard Farms, but shall not include any costs for betterments or operation and maintenance.

- c. The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time of acceptance of the project by the Contracting Officer.
- d. The term "Contracting Officer" shall mean the Commander of the U.S. Army Engineer District, Buffalo, or his duly appointed representative.
- e. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public or private road or way.

### ARTICLE II - OBLIGATIONS OF PARTIES

- a. The Government, subject to and using funds provided by Lake Erie and Howard Farms, and appropriated by the Congress, shall expeditiously construct the project, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. Lake Erie and Howard Farms shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. Lake Erie and Howard Farms also shall be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. The Government will consider the views of Lake Erie and Howard Farms, but award of the contracts and performance of the work thereunder shall be exclusively within the control of the Government.
- b. When the Government determines that the project, or functional element thereof, is complete, the Government shall turn the completed project or element over to Lake Erie and Howard Farms, which shall accept the project or element and be solely responsible for operating, maintaining, replacing, and rehabilitating the project in accordance with Article IX hereof.

- c. As further specified in Article VII hereof, Lake Erie and Howard

  Farms shall provide, during the period of construction, a cash contribution

  of 5 percent of total project costs.
- d. As further specified in Article III hereof, Lake Erie and Howard Farms shall provide all lands, easements, rights-of-way, and disposal areas, and perform all relocations and alterations of buildings, utilities, (other than those portions which pass under or through the project structure and which, if ruptured, would cause adverse effects to the project structures or provide a channel for flooding the projected area), highways, railroads, bridges (other than railroad bridges and approaches thereto), sewers and related and special facilities determined by the Government to be necessary for construction of the project.
- e. If the value of the contributions provided under paragraphs c. and d. of this Article represents less than 25 percent of total project costs, Lake Erie and Howard Farms shall provide during the period of construction an additional cash contribution in the amount necessary to make their total contribution equal to 25 percent of total project costs.
- f. No less than once each year, Lake Erie and Howard Farms shall inform affected interests of the limitations of the protection afforded by the project.
- g. Lake Erie and Howard Farms shall publicize flood plain information in the areas concerned and shall provide this information to zoning and other regulatory agencies for their guidance and leadership in preventing unwise future development in the flood plain and in adopting such local regulations as may be necessary to prevent future development and to ensure compatibility with protection levels provided by the project.

- a. Prior to the advertisement of any construction contract, Lake Erie and Howard Farms shall furnish to the Government all lands, easements, and rights-of-way, including suitable disposal and material storage areas, as may be determined by the Government to be necessary for construction of the project, and shall furnish to the Government evidence supporting their legal authority to grant rights-of-entry to such lands.
- b. Upon notification from the Government, Lake Erie and Howard Farms shall accomplish or arrange for accomplishment at no cost to the Government of all alterations and relocations of buildings, highways, bridges (other than railroad bridges and approaches thereto), storm drains, utilities (other than those which pass under or through the project structures), cemeteries, and other facilities, structures, and improvements determined by the Government to be necessary for construction of the project.
- c. Lake Erie and Howard Farms shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, Public Law 91-646, approved January 2, 1971 in acquiring lands, easements, and rights-of-way for construction and subsequent operation and maintenance of the project and inform affected persons of pertinent benefits, policies, and procedures in connection with said Act.

### ARTICLE IV - VALUE OF LANDS AND FACILITIES

a. The value of the lands, easements, and rights-of-way to be included in total project costs and credited toward Lake Erie's and Howard Farms' share of total project costs will be determined in accordance with the following procedures:

- (1) If the lands, easements, and rights-of-way are owned by Lake Erie or Howard Farms on the date this Agreement is signed, the credit shall be the fair market value of the interest at the time such interest is made available to the Government for construction of the project. The fair market value shall be determined by an appraisal to be obtained by Lake Erie or Howard Farms which has been prepared by an independent and qualified appraiser who is acceptable to both Lake Erie or Howard Farms and the Government. The appraisal shall be reviewed and approved by the Government.
- (2) If the lands, easements, and rights-of-way are to be acquired by Lake Erie or Howard Farms after the date this Agreement is signed, the credit shall be the fair market value of the interest at the time such interest is made available to the Government for construction of the project. The fair market value shall be determined as specified in subparagraph (1) above. If Lake Erie or Howard Farms pays an amount in excess of the appraised fair market value, they may be entitled to a credit for the excess amount if Lake Erie or Howard Farms has secured prior written approval from the Government of its offer to purchase such interest.
- (3) If Lake Erie or Howard Farms acquires more lands, easements, and rights-of-way than are necessary for project purposes, as determined by the Government, then only the value of such portions of those acquisitions as are necessary for project purposes shall be included in total project costs and credited to Lake Erie's and Howard Farms' share.
- (4) Credit for lands, easements, and rights-of-way in the case of involuntary acquisitions which occur within a one-year period preceding the date this Agreement is signed, or which occur after the date this Agreement is signed will be based on court awards, or on stipulated settlements that have received prior Government approval.

- (5) For lands, easements, or rights-of-way acquired by Lake Erie or Howard Farms within a five-year period preceding the date this Agreement is signed, or any time after this Agreement is signed, credits provided under this paragraph will also include the actual incidental costs of acquiring the interest, e.g. closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for any relocation assistance provided in accordance with the obligations under this Agreement.
- b. The costs of relocations, or modification of utilities or facilities that will be included in total project costs and credited towards Lake Erie's and Howard Farms' share of total project costs, shall be that portion of the actual costs incurred by Lake Erie or Howard Farms as set forth below:
- (1) Highways and Highway Bridges: Only that portion of the cost as would be necessary to construct substitute bridges and highways to the design standard that the State of Ohio would use in constructing a new bridge or highway under similar conditions of geography and traffic loads.
- (2) Utilities and Facilities (including Railroads): Actual relocation costs, less depreciation, less salvage value, plus the cost of removal, less the cost of betterments. With respect to betterments, new material shall not be used in any relocation or alteration if materials of value and usability equal to those in the existing facility are available or can be obtained as salvage from the existing facility or otherwise, unless the provision of new material is more economical. If, despite the availability of used material, new material is used, where the use of such new material represents an additional cost, such cost will not be included in total project costs.

### ARTICLE V - CONSTRUCTION PHASING AND MANAGEMENT

- a. To provide for consistent and effective communication between Lake Erie, Howard Farms, and the Government during the term of construction, Lake Erie, Howard Farms, and the Government shall appoint representatives to coordinate on scheduling, plans, specifications, modifications, contract costs, and other matters relating to the project.
- b. The representatives appointed above shall meet as necessary during the term of project construction and shall make such recommendations as they deem warranted to the Contracting Officer.
- c. The Contracting Officer shall consider the recommendations of said representatives in all matters relating to the project, but the Contracting Officer, having ultimate responsibility for construction of the project, has complete discretion to accept, reject, or modify the recommendations.

### ARTICLE VI - ABILITY TO PAY

Since the Benefit to Cost Ratio for this project is greater than 2, the project does not qualify for a revision to the non-Federal cost share for flood control based on estimated flood control benefits and costs and on application of guidelines published as Flood Control Cost Sharing Requirements Under the Ability to Pay Provision; Iterim Final Rule (Vol. 52 Federal Register pages 35872-35892, 1987 to be codified at (33 C.F.R., Sections 241.1-.6)), implementing Section 103 (m) of the Water Resources Development Act of 1986.

### ARTICLE VII - METHOD OF PAYMENT

a. Lake Erie and Howard Farms shall provide during the period of construction, the amounts required under Article IIc. and IIe. of this Agreement. The total project costs are presently estimated to be \$7,410,000. In order to meet its share, Lake Erie and Howard Farms must provide a cash contribution presently estimated to be \$510,000.

- b. Lake Erie and Howard Farms shall provide their required cash contribution in proportion to the rate of Federal expenditures during the construction period in accordance with the following provisions:
- (1) For purposes of budget planning, the Government shall notify
  Lake Erie and Howard Farms by 1 August of each year of the estimated funds
  that will be required from Lake Erie and Howard Farms to meet their share of
  project costs for the corresponding Government fiscal year.
- (2) 60 days prior to the award of the first construction contract, the Government shall notify Lake Erie and Howard Farms of their share of project costs, including costs attributable to the project incurred prior to the initiation of construction, for the first fiscal year of construction. Lake Erie and Howard Farms shall provide the requisite amount to the Government by a combination of cash payment and an escrow account. Within 30 days thereafter, Lake Erie and Howard Farms shall provide a portion of the requisite amount to the Government in cash by delivering a check payable to "FAO, USAED, Buffalo" to the Contracting Officer, and verify to the satisfaction of the Government that they have deposited the balance of the requisite amount in an escrow account acceptable to the Government, with interest accruing to Lake Erie and Howard Farms.
- (3) For the second and subsequent fiscal years of project construction, the Government shall, 60 days prior to the beginning of the fiscal year, notify Lake Erie and Howard Farms of their share of project costs for that fiscal year.

No later than 30 days prior to the beginning of the fiscal year, Lake Erie and Howard Farms shall make the necessary funds available to the Government in the same manner as specified above. As construction of the project proceeds, the Government may adjust the amounts required to be provided under this paragraph to relect actual project costs.

- (4) If at any time during the period of construction the Government determines that additional funds will be needed from Lake Erie and Howard Farms to meet their required share of project costs, the Government shall so notify Lake Erie and Howard Farms, and Lake Erie and Howard Farms, within 30 days from receipt of notice, shall make the necessary funds available in the same manner as specified above.
- c. The Government will draw on the funds and the escrow account provided by Lake Erie and Howard Farms such sums as it deems necessary to cover contractual and in-house fiscal obligations as they are incurred, as well as project costs incurred by the Government prior to the initiation of construction.
- d. Upon completion of the project and resolution of all relevant contract claims and appeals, the Government shall compute the total project costs and tender to Lake Erie and Howard Farms a final accounting of their share of total project costs. In the event the total contribution by Lake Erie and Howard Farms is less than their minimum required share of project costs at the time of final accounting, Lake Erie and Howard Farms shall within 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet their minimum share of project costs. In the event Lake Erie and Howard Farms have made cash contributions in excess of 5 percent of total project costs, which result in Lake Erie and Howard Farms having provided more than their required share of

project costs, the Government shall within 90 calendar days of the final accounting, subject to the availability of appropriations, return said excess to Lake Erie and Howard Farms; however, Lake Erie and Howard Farms shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article IIc. hereof.

### ARTICLE VIII - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or through other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

### ARTICLE IX- OPERATION, MAINTENANCE, AND REHABILITATION

- a. After it is turned over by the Government, Lake Erie and Howard Farms shall operate, maintain, replace, and rehabilitate the project, or functional element thereof, in accordance with regulations and/or directions prescribed by the Government, including the project operation and maintenance manual.
- b. Lake Erie and Howard Farms hereby give the Government a right to enter, at reasonable times and in a reasonable manner, upon land which they own or control for access to the project for the purpose of inspection and, if necessary, for the purpose of completing, operating, repairing, maintaining, replacing, or rehabilitating the project. If an inspection shows that Lake Erie and Howard Farms, for any reason, are failing to fulfill their obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to Lake Erie and Howard Farms. If Lake Erie and Howard Farms persist in such failure for 30 calendar days after receipt of the notice, then the Government shall have

a right to enter, at reasonable times and in a reasonable manner, upon lands Lake Erie or Howard Farms owns or controls for access to the project for the purpose of completing, operating, repairing, maintaining, replacing or rehabilitating the project. No completion, operation, repair, maintenance, replacement or rehabilitation by the Government shall operate to relieve Lake Brie and Howard Farms of responsibility to meet their obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

### ARTICLE X - RELEASE OF CLAIMS

Lake Erie and Howard Farms shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the project, except for damages due to the fault or negligence of the Government or its contractors.

### ARTICLE XI- MAINTENANCE OF RECORDS

The Government, and Lake Erie, and Howard Farms shall keep books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in such detail as will properly reflect total project costs. The Government, and Lake Erie, and Howard Farms shall maintain such books, records, documents, and other evidence for a minimum of three years after completion of construction of the project and resolution of all claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

### ARTICLE XII - FEDERAL AND STATE LAWS

In acting under its rights and obligations hereunder, Lake Erie and Howard Farms agree to comply with all applicable Federal and State Laws and regulations including Section 601 of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Department of Defense Directive 5500.II issued pursuant thereto and published in part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

### ARTICLE XIII - RELATIONSHIP OF PARTIES

The parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, or employee of the other.

### ARTICLE XIV - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

# ARTICLE XV - COVENANT AGAINST CONTINGENT FEES

Lake Erie and Howard Farms warrant that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lake Erie or Howard Farms for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or in its

discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### ARTICLE XVI - TERMINATION OR SUSPENSION

- a. If at any time Lake Erie and Howard Farms fail to make the payments required under this Agreement, the Secretary of the Army shall terminate or suspend work on the project until Lake Erie and Howard Farms are no longer in arrears, unless the Secretary determines that continuation of work on the project is in the interest of the United States. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 percentum 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.
- 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 Lake Erie and Howard Farms.

  After 60 days either the Government or Lake Erie and Howard Farms may elect without penalty to terminate this Agreement or to suspend performance thereunder, and the parties shall conclude their activities relating to the project and proceed to a final accounting in accordance with Article VIId.

### ARTICLE XVII - NOTICES

a. All notices, request, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (Postage-prepaid), registered, or certified mail, as follows:

If to Lake Erie and Howard Farms:

Lake Erie Conservancy District No.1 or Howard Farms

Conservancy District

145 Lagoon Drive

145 Lagoon Drive

Curtice, OH 43412

Curtice, OH 43412

If to the Government:

U.S. Army Engineer District, Buffalo

1776 Niagara Street

Buffalo, NY 14207

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

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is personally delivered or on the third business day after it is mailed, as the case may be.

ARTICLE XVIII - CONFIDENTIALITY

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE DEPARTMENT OF THE ARMY	THE	DEP	ARTMENT	OF	THE	ARMY
----------------------------	-----	-----	---------	----	-----	------

By: \_\_\_\_\_\_\_

Robert W. Page

Assistant Secretary

of the Army(Civil Works)

Date:

THE LAKE ERIE CONSERVANCY DISTRICT NUMBER 1

Roger Van Hoose

President

Date: 104 21 145

THE HOWARD FARMS CONSERVANCY DISTRICT

By: Manuel & Starne

Daniel L. Warner

President

### CERTIFICATE OF AUTHORITY

I, MARK E. LUPE, do hereby certify that I am an Attorney for the Howard Farms Conservancy District, that the District is a legally consitituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Howard Farms Conservancy District in connection with the Flood Protection Project at Reno Beach - Howard Farms, Ohio, and to pay damages if necessary in the event of failure to perform in accordance with Section 221 of Public Law 91-611, and that the person who has executed the Agreement on behalf of the District has acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certificate this \_21\_ day of September, 1988.

Counsel for the Howard Farms

Conservancy District

# TITLE 33 - NAVIGATION AND NAVIGABLE WATERS Chapter II - Corps of Engineers, Department of the Army Part 208 - Flood Control Regulations

\$208.10 Local flood protection works; maintenance and operation of structures and facilities.

(a) General. (1) The structures and facilities constructed by the United States for local flood protection shall be continuously maintained in such a manner and operated at such times and for such periods as may be necessary to obtain the maximum benefits.

- (2) The State, political subdivision thereof, or other responsible local agency, which furnished assurance that it will maintain and operate flood control works in accordance with regulations prescribed by the Secretary of the Army, as required by law, shall appoint a permanent committee consisting of or headed by an official hereinafter called the "Superintendent." who shall be responsible for the development and maintenance of, and directly in charge of, an organization responsible for the efficient operation and maintenance of all of the structures and facilities during flood periods and for continuous inspection and maintenance of the project works during periods of low water, all without cost to the United States.
- (3) A reserve supply of materials needed during a flood emergency shall be kept on hand at all times.
- (4) No encroachment or trespass which will adversely affect the efficient operation or maintenance of the project works shall be permitted upon the rights-of-way for the protective facilities.
- (5) No improvement shall be passed over, under, or through the walls, levees, improved channels or floodways, nor shall any excavation or construction be permitted within the limits of the project right-of-way, nor shall any change be made in any feature of the works without prior determination by the District Engineer of the Department of the Army or his authorized representative that such improvement, excavation, construction, or alteration will not adversely affect the functioning of the protective facilities. Such improvements or . alterations as may be found to be desirable and permissible under the above determination shall be constructed in accordance with standard engineering practice. Advice regarding the effect of proposed improvements or alterations on the functioning of the project and information concerning methods of construction acceptable under standard engineering practice shall be obtained from the Dis-trict Engineer or, if otherwise obtained, shall be submitted for his approval. Drawings or prints showing such improvements or alterations as finally constructed shall be furnished the District Engineer after completion Of the work.

- (6) It shall be the duty of the superintendent to submit a semiannual report to the District Engineer covering inspection, maintenance, and operation of the protective works.
- (7) The District Engineer or his authorized representatives shall have access at all times to all portions of the protective works.
- (8) Maintenance measures or repairs which the District Engineer deems necessary shall be promptly taken or made.
- (9) Appropriate measures shall be taken by local authorities to insure that the activities of all local organizations operating public or private facilities connected with the protective works are coordinated with those of the Superintendent's organization during flood periods.
- (10) The Department of the Army will furnish local interests with an Operation and Maintenance Manual for each completed project, or separate useful part thereof, to assist them in carrying out their obligations under this part,

# Engineer Regulation No. 1130-2-303, Appendix I, Section 1, Paragraph 1.11

1.11 Project Components. For convenient reference the following pages contain a comprehensive listing of project components for which guide frequencies for inspection are suggested. The number before hhe decimal under the Column headed Procedure Reference Number corresponds with the Section number listed in the table of contents. The maintenance priorities A and B are defined in paragraph 4 of this manual and restated below:

Priority A: Those items of equipment or project facilities where a failure would be critical with respect to the functioning of the project to accomplish its assigned mission; would endanger the health and safety of the public or project employees; or would result in substantial losses.

Priority B: Those items of equipment or project facilities where a failure may cause considerable inconvenience but would not affect functioning of the project in performing its assigned mission; would not seriously affect the health and safety of the public or project employees; or would cause moderate or insignificant losses.

Engineer Regulation No. 1130-2-303, Appendix I, Section 5, Paragraph 5.11

### 5.11 Bank Protection General

Priority A (Annually), Priority B (Annually): Inspect upper bank protection visually for breaks, cracked or broken paving, disarranged stone, exposed banks, erosion or other damage. During the low-water season, determine the condition of the lower bank protection. Make soundings over the underwater area of the bank.

Priority A (Not Scheduled), Priority B (Not Scheduled): Any employee who has occasion to be at or near bank protection works should inspect for damage to the upper bank and for any indications of failures in the underwater area.

Repair and otherwise remedy failures, breaks, disarranged stone, exposed banks or other damage as required.

### DEPARTMENT OF THE ARMY U.S. Army Corps of Engineers Washington, D.C. 20314-1000

CEEC-EH-D

Engineer Regulation No. 1110-2-2902

30 June 1989

# Engineering and Design PRESCRIBED PROCEDURES FOR THE MAINTENANCE AND OPERATION OF SHORE PROTECTION WORKS

- 1. <u>Purpose</u>. This regulation provides specific performance requirements and guidance for accomplishing the satisfactory maintenance and operation of shore protection works, including coastal structures, beach fill projects, and protective dunes.
- 2. <u>Applicability</u>. This regulation is applicable to all HQUSACE and field operating activities (FOA) responsible for the planning, design, construction, operation, and maintenance of Civil Works projects on the tidal and Great Lakes shores of the United States, the tidal shores of the Federated States of Micronesia and the Marshall Islands, the Commonwealths of Puerto Rico and Northern Marianas Islands, and the Territories of the United States (U.S. Virgin Islands, Guam, American Somoa). This regulation is applicable for the above purpose to local cooperation agreements (ICA) signed more than 60 days after publication of this regulation in the Federal Register.

#### 3. References.

- a. Public Law 79-727, 13 August 1946, as amended
- b. Public Law 84-826, 28 July 1956
- c. Public Law 87-874, 230ctober 1962
- d. Public Law 89-298, 27 October 1965
- e. Public Law 91-611, 31 December 1970
- f. Public Law 99-662, 17 November 1986
- 4. <u>Background</u>. The Federal role in beach erosion control has been defined primarily by Public law 727, 79th Congress as subsequently amended. The Act provides for Federal assistance in the construction but not the maintenance of work for restoration and protection against wave induced erosion of non-Federal public shores. The law specifies that when the most suitable and economic remedial measure would be provided by periodic beach nourishment, the term "construction" is construed to include the deposit of sand fill at suitable intervals of time. Thus, the Corps, while not responsible for the maintenance of shore protection projects, is involved in the periodic reconstruction or nourishment of many such projects. The Federal participation is conditioned

on non-Federal interest assuring operation, maintenance, replacement, and repair of improvements during the economic life of the project as required to serve the intended purposes. The sponsor of such a project is required to enter into a legally binding agreement with the Secretary of the Army to provide required items of local cooperation and cost sharing (PL 91-611 and PL 99-662).

- 5. <u>Objective</u>. This regulation prescribes operations, maintenance, inspection, and record keeping procedures required to obtain the intended purposes of shore protection projects.
- 6. Scope. The Department of the Army will furnish local interest with an operation and maintenance manual for each completed project, or separate useful part thereof, to assist them in carrying out their obligations under these regulations. The efforts prescribed in the following paragraphs should be incorporated into the local operations and maintenance manual and into the planning, design, construction, operation and maintenance, and inspection of all shore protection projects, as applicable.
- 7. Authority. Section 912(b)(1) of the Water Resources Development Act of 1986 (PL 99-662) amended Section 221 of PL 91-611 to include the following:

"The Secretary may require compliance with any requirements pertaining to cooperation by non-Federal interests in carrying out any water resources project authorized before, on, or after the date of enactment of this Act."

8. Shore protection works; maintenance and operation of structures and facilities.

#### a. General.

- (1) The structures and facilities constructed by or with the financial assistance of the United States for local shore protection and required locally furnished appurtenant facilities shall be maintained and operated in such a manner and for such periods as necessary to obtain the anticipated project benefits.
- (2) The agency, which furnished assurances that it will maintain and operate shore protection works in accordance with Federal law, shall appoint a permanent official, hereinafter called the "Superintendent", who shall be directly in charge of an organization responsible for the efficient operation of all of the structures and facilities, and for inspection and maintenance of the project works, all without cost to the United States. The Superintendent may be established from within the existing governmental organization.
- (3) The Superintendent will develop a storm emergency plan to cope with storm events greater than the project design storm. The plan should cover measures that minimize the threat to life and damage to property and provide

instructions for an orderly storm recovery effort. Depending on circumstances, it may be desirable to acquire and store certain types of goods, materials, and equipment for evacuation, flood fighting, emergency food, water and sanitary needs, and security.

- (4) No other improvement shall be constructed over, under, or through the beach fill or other protective feature, nor shall any excavation or construction be permitted within the limits of the project right-of-way, nor shall any change be made in the project without prior written approval of the District Commander, U.S. Army Corps of Engineers or an authorized representative. Advice regarding the effect of proposed improvements or alterations on the functioning of the project and information concerning methods of construction, acceptable under standard engineering practice, shall be obtained from the District Commander or, if otherwise obtained, shall be submitted for the District Commander's approval. Standard engineering drawings showing such improvements or alterations as finally constructed shall be furnished the District Commander not more than 90 days after completion of the work.
- (5) It shall be the duty of the Superintendent to maintain organized records of activities and costs covering maintenance, operation, condition, inspection, repair and replacement of protective works available for the District Commander's or authorized representative's inspection and notation in the Superintendent's offices upon written request.
- (6) The District Commander, and authorized representatives, shall have access at all times to all portions of the project.
- (7) The Superintendent shall assure that maintenance measures or repairs which the District Commander deems necessary are promptly taken or made. Failure to act within 30 calendar days after receipt of the District Commander's notice may result in the Government completing the work and pursuing a remedy by law as provided in the local agreement contract.

### b. Beach berm and foreshore.

- (1) Operation. A beach fill project anticipates erosion of the sand directly in front of, or beneath, the beach front development. The rate and extent of erosion depends on the water elevations, storm wave climate, storm durations, and characteristics of the shore material. The level of storm protection obtained will depend on the fill volume in the beach berm and its elevation. During the recreation season, appropriate beach conditions shall be provided to promote and encourage healthful public recreation. The Superintendent should be certain that:
- (a) At least one complete survey of profiles (identified in the operations and maintenance manual) is made each year prior to the storm season.

- (b) The dry beach width above normal high tide is measured periodically to determine seasonal changes and storm induced sand deficiencies. This is accomplished by direct measurement at predetermined stations along the length of the project and repeated as prescribed in the operation and maintenance manual.
- (c) Conditions such as a beach scarp, steepening of the beach face, or the presence of runnels or beach cusps are noted and recorded at each profile during the above surveys.
- (d) If the beach berm fails to naturally build back to the minimum cross section within 14 days after the passage of a storm, beach nourishment action is initiated.
- (e) No drains discharge onto the beach berm (the intent is to prevent erosion of the beach berm). Health and safety restrictions determine if storm and/or sanitary drains are permitted to discharge into recreational waters.
- (f) Sand stockpiles and other resources and equipment required for flood fighting, storm warnings, and evacuations are adequate and maintained in serviceable condition.
- (g) Vehicle parking is restricted to parking areas which do not interfere with the function or recreational use of the project.
- (excluding periodic nourishment when defined as construction) as is required to insure serviceability of the beach berm and foreshore for erosion control during storms and for recreation during non-storm periods. Measures shall be taken to prevent sand from blowing off the berm onto nearby streets and into gutters and yards. When the berm has narrowed to the point that its protective function is jeopardized, the Superintendent shall initiate action to accomplish maintenance or nourishment of the project. When periodic nourishment is construed as construction for project purposes, such action will be coordinated with the District Commander. Conditions for initiating early nourishment or delaying scheduled nourishment shall be outlined in the operation and maintenance manual. The Superintendent shall insure that:
- (a) Prompt action is taken to correct localized, excessive loss or gain of berm cross section beyond that which is allowed in the operations and maintenance manual (this may include grading and reshaping the beach berm in order to move sand from areas of excessive accumulation to areas of depletion); prevent erosion from flanking structures; and placing needed additional sand fill when materials are stockpiled for this purpose.
- (b) Devices and/or vegetation used to catch blowing sand are preserved and replaced where needed.

(c) Hazardous conditions are eliminated where possible. Abrupt variations in berm grade are smoothed out and the beach berm and foreshore are kept free of trash and hazardous debris during periods of recreational use. Hazardous conditions which can not be eliminated are clearly marked and isolated from public access to the extent practicable.

#### c. Protective dune.

- (1) Operation. During storm periods, particularly those which are accompanied by abnormal high tides, the storm protection dune may be eroded. The rate and extent of the erosion depends on the height and duration of the storm tide, the beach profile in front of the dune, the extent of vegetative or sand fence stabilization, and characteristics of the material in the dune and berm. The protection provided depends on the volume of material in the dune and its height. To insure satisfactory performance of the storm protection dune, periodic inspections shall be made by the Superintendent to insure maintenance measures are carried out and that:
- (a) At least one complete survey of profiles (identified in the operations and maintenance manual) is made each year prior to the storm season.
- (b) Post storm surveys are made as required by the operations and maintenance manual.
- (c) No action is being taken, such as burning, grazing, or mowing, which is retarding or preventing the growth of vegetation on the dune or promoting erosion on the dune.
- (d) No action such as mining of dune sand or degrading the dune is permitted without specific advance written approval of the District Commander.
- (e) Encroachments are not made on the dune right-of-way which might hinder its proper functioning during storms or hinder necessary repairs and maintenance.
- (f) There is no unauthorized pedestrian or vehicular traffic on the dune and authorized access crossovers are open and safe.
- (2) Maintenance. The protective dune (when combined with beach erosion control works) is designed to withstand the project design storm. The protection provided by the dune depends on the crown elevation and the amount and characteristics of sand maintained within the project cross section. Maintenance and repair of the protective dune cross section is a local responsibility. A predetermined minimum cross section must be maintained to obtain the anticipated storm protection benefits. Pedestrian and vehicle traffic on the dune must be limited to the minimum necessary. This requires specific designated crossovers at controlled access points through or over the dune. Areas found to be below minimum grade and which pose a threat to the

integrity of the dune shall be repaired expeditiously and revegetated, if required. The Superintendent will take immediate steps to insure the following maintenance:

- (a) Damage to the dune is repaired immediately. Trapping wind blown sand in the dune section by use of devices or, sometimes more effectively, by use of vegetation is appropriate for maintaining the minimum cross section or building a larger cross section.
- (b) Designated access walkways and roads over or through the dunes are properly repaired and replaced as needed.
- (c) Devices and/or vegetation used to catch blowing sand and stabilize the dune cross section are repaired and replaced as needed.

#### d. Coastal structures.

- (1) Operation. The Superintendent will insure the proper functioning of sand bypass systems, closure structures, and other features requiring operation or adjustment as prescribed in the operations and maintenance manual. The Superintendent shall inspect the structures incorporated into the shore protection project (such as, but not limited to, groins, revetments, seawalls, bulkheads, breakwaters, closure structures, and sand bypassing systems) prior to the storm season, immediately following each major storm, and otherwise at intervals not exceeding 90 days. During such inspections the Superintendent should be certain that:
- (a) Post storm condition surveys are made as required by the operations and maintenance manual.
- (b) No seepage, saturated areas, piping, or scour are endangering the structure.
- (c) No undue settlement has occurred which affects the stability of the structure.
- (d) Concrete is not cracking, spalling, or breaking to an extent which might affect the integrity of the structure.
- (e) There are no encroachments upon the structure or its right-of-way which might endanger the structure or hinder its function or repair.
- (f) Care is being exercised to prevent accumulation of trash and debris adjacent to the structures.
- (g) No bank caving, toe scour, or flanking erosion exist which may endanger stability or functioning of the structure.

- (h) The drainage systems and mechanical features such as pumps or flood gates are in good working condition.
- (i) No excessive loss of materials such as stones or armor units exist that may endanger stability or functioning of the structures.
- (j) No floating plant or boats are allowed to lie against or tie up to the structures unless they are designed for such use or it is necessary for repair efforts.
- (2) Maintenance. The possibility of one coastal storm closely following another requires that coastal structures, particularly those which provide storm protection, be maintained to the extent practicable in a state of readiness. Measures to eliminate unauthorized encroachments and to effect repairs found necessary by inspection shall be undertaken immediately. All repairs shall be accomplished by methods acceptable to the District Commander or an authorized representative. The Superintendent shall insure the following maintenance is carried out expeditiously:
- (a) Causes of seepage, saturated areas, piping, or scour which endanger the stability or functioning of structures are removed.
  - (b) Areas of undue settlement or material loss are filled.
- (c) Cracking, chipping, or breaking of concrete which affects the integrity or functioning of structures is repaired.
- (d) Trash and debris adjacent to the structure are removed and disposed of properly.
- (e) Bank caving, toe scour, or flanking erosion which endangers structure stability or functioning is remedied.
- (f) Drainage systems and mechanical features are repaired or replaced as needed and maintained in working condition.
- e. <u>Appurtenant facilities and services</u>. To assure realization of public recreation benefits, certain appurtenant facilities and services are required at local expense, such as: public access, parking areas, and sanitary facilities. The required items are considered self liquidating and therefore not included in the project cost.
- (1) Operation. Appurtenant facilities shall be operated to provide safe and healthful public recreation on a nondiscriminatory basis. Facilities should be sized and operated to produce the recreation benefits anticipated for the justification of the project. Those facilities dedicated to support the beach erosion control project shall not be used for conflicting purposes or otherwise diverted without the approval of the District Commander.

ER 1110-2-2902 30 Jun 89

- (2) Maintenance. The Superintendent shall provide such maintenance as is required to insure safety and serviceability of required public access, parking areas and sanitary facilities during periods of recreational use of the project beach. The facilities shall be inspected 20 to 30 days prior to the recreation season and at least once a month during the recreation season to insure that all required facilities are providing safe, serviceable public use. Proper measures shall be taken to provide for the prompt maintenance or repair of deficiencies noted during such inspections. Violations of public health and building codes shall be treated as evidence of inadequate project maintenance.
- 9. <u>Compliance</u>. District Commanders shall keep informed as to the extent of compliance with provisions of this regulation and the project Operation and Maintenance Manuals through periodic inspections of the projects, and analysis of project records maintained by the Superintendents. These actions shall be included in the continuing inventory of local cooperation agreements and the status of their performance, transmitted to Congress annually in compliance with Section 221(e) of PL 91-611. The agreements, upon being accepted on behalf of the Secretary of the Army, become enforceable in a court of law. Federal funds are withheld on projects with documented accumulated deficient maintenance. Federal expenditures may be resumed upon correction.

FOR THE COMANDER:

ALBERT J. ONETTI, JR. Colonel, Corps of Engineers

Chief of Staff

# Flood Protection Reno Beach-Howard Farms, Ohio

# Appendix B

**Check Sheet for Inspection** 

U. S. Army Engineer District, Buffalo 1776 Niagara Street Buffalo, NY 14207-3199

# THE LAKE ERIE CONSERVANCY DISTRICT NUMBER 1 AND HOWARD FARMS CONSERVANCY DISTRICT

## FLOOD PROTECTION PROJECT RENO BEACH-HOWARD FARMS, OHIO

### APPENDIX B

## CHECK SHEET FOR INSPECTION

Date:\_\_\_\_

Inspected by:		Date:	
Department:		_	
Inspection reach: From:		To:	
Type of Inspection (check only one)			
<ul><li>( ) Emergency/Disaster</li><li>( ) Semi-annual</li><li>( ) Other (describe)</li><li>( ) Joint/Annual</li></ul>			
	,,		
Item Description	OK	Condition*/Recommendation	
1) Settlement, loss of grade			
2) Stone Protection			
3) Erosion			
4) Structure Integrity			
5) Debris			
6) Unauthorized Changes			

Cont'd  Item Description	OK	Condition*/Recommendation
Tem Description	<del>                                      </del>	
7) Unauthorized dumping/filling		
Unauthorized right-of-way		
encroachment		
) Weeds or undesirable		
vegetation		
(0) Other		
	1 1	
catisfactory; use additional sheets if n	nore space is need	describe conditions that are other than ed.
Beginning:		· · · · · · · · · · · · · · · · · · ·
beginning.		
A. Structure (include plates)		
Additional Remarks:		
Submitted By		<u>-</u>
Project Superintendent		
	•	
Date		

# Flood Protection Reno Beach-Howard Farms, Ohio

# Appendix C Project Photographs

U. S. Army Engineer District, Buffalo 1776 Niagara Street Buffalo, NY 14207-3199



Approximately at sta. 1+08, facing west.



Approximately at sta. 1+45, facing west.



Aerial view of sta. 37+50 to sta 51+50, approximately.



Aerial view of Wards Canal and rest of project.



Approximately at sta. 1+45, facing east.



Approximately at sta. 63+00, facing west.



Approximately at sta. 63+00, facing east.



Approximately at sta. 97+00, facing east.



Cooley Canal - Aerial view of end of project.



Aerial view of approximately sta. 58+50 to end of project.



Section at approximately sta. 70+00.



Wards Canal - Rehabilitated levee.

# Flood Protection Reno Beach-Howard Farms, Ohio

# Appendix D As-Constructed Drawings

U. S. Army Engineer District, Buffalo 1776 Niagara Street Buffalo, NY 14207-3199























































