

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED PROTECTION
PROGRAM AGREEMENT FOR EAST WATERWAY IMPROVEMENTS
WITH LYNN CLARKSON**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the Lake Decatur Watershed Protection Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Lynn Clarkson, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Lynn Clarkson, for a cost not to exceed \$43,055.10.

PRESENTED and ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

LAKE DECATUR WATERSHED
PROTECTION PROGRAM AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between Lynn Clarkson ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Piatt, County, Illinois more particularly described as

TRACT 1:

That part of the Southwest 1/4 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

beginning at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set; thence S.29°29'23"E.-769.12 feet to an iron pin set; thence S.1°33'01"W.-485.62 feet to an iron pin set; thence S.37°47'59"E.-112.27 feet to an iron pin set; thence S.0°15'55"W.-1442.00 feet to an iron pin set on the South line of the Southwest 1/4, of said Section 13; thence N.88°56'27" W.-1713.38 feet along said South line to an iron pin set marking the Southwest corner of said Section 13; thence N.0°27'20"E.-2682.52 feet along the West line of the Southwest 1/4, of said Section 13 to the point of beginning, containing 100.54 acres, more or less.

TRACT 2:

That part of the South 1/2 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

commencing at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set marking the point of beginning; thence continuing S.88°42'32"E.-1379.51 feet along said North line to an iron pin set marking the Northeast corner of the Southwest 1/4, of said Section 13; thence S.0°28'59" W.-1335.90 feet along the East line of the Southwest 1/4, of said Section 13 to an iron pin set marking the Northwest corner of the Southwest 1/4, of the Southeast 1/4, of said Section 13; thence S.88°49'31"E.-1331.60 feet along the North line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Northeast corner thereof; thence S.0°21'28" W.-1333.25 feet along the East line of

the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Southeast corner thereof; thence N.88°56'27" W.-2263.67 feet along the South line of said Section 13 to an iron pin set; thence N.0°15'55"E.-1442.00 feet to an iron pin set; thence N.37°47'59" W.-112.27 feet to an iron pin set; thence N.1°33'01"E.-485.62 feet to an iron pin set; thence N.29°29'23"W.-769.12 feet to the point of beginning, containing 102.74 acres, more or less.

Permanent Index Number 08-13-17-004-004

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or maintenance of Project beyond the specified amount set forth in this Agreement.

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of funds provided in this Agreement or the

Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

14. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

OWNER:

Lynn Clarkson
Po Box 80
Cerro Gordo, Il 61818

Lynn Clarkson
March 27, 2024

CITY:

City of Decatur
City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

15. Owner and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any

reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

24. If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS

Lynn Clarkson

PRINTED NAME OF OWNER

By: _____

By:  _____

Date: _____

Date: March 22, 2024

**Lake Decatur Watershed
Protection Program Agreement
Project Expenses and Reimbursement Schedule**

Owner Name: Lynn Clarkson

Application Number: LD22-14 East

Name and Address of Contractor	Bid Price
Hutchens Bulldozing, Inc 2049 East 1350 North Road Assumption, IL 62510 217-226-4334	\$43,490.00

Owner will not allow any work to begin prior to both parties approval of this Agreement.

Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A 10% contingency has been added for minor change orders.

$$\begin{array}{rcl}
 \$ \underline{43,490.00} & + & \$ \underline{4,349.00} & = & \$ \underline{47,839.00} \\
 \text{Bid Price} & & \text{10\% Contingency} & & \text{Total Not to Exceed Project Cost}
 \end{array}$$

$$\begin{array}{rcl}
 \text{Owner Reimbursement: } \$ \underline{47,839.00} & \times & 90\% & = & \$ \underline{43,055.10} \\
 \text{Total Project Cost} & & & & \text{Maximum City Reimbursement to Owner}
 \end{array}$$

NO.	DATE	REVISION	BY

MATTIN ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 154-045551
1935 S. FRONTAGE RD. WEST, SPRINGFIELD, ILLINOIS 62703
Phone: (217) 698-8200, Cell: (217) 698-8200, Fax: (217) 698-8200
mattin@mattingeering.com

CLARKSON WATERWAY
OVERALL MAP
CERRO GORDO, IL

DATE:	2/2/2024
SCALE:	1"=200'
DRAWN BY:	SRU
CHECKED BY:	TNY
DWG:	CLARKSON
SHEET NO.	2
MEC JOB #	2217

LEGEND

- PROPOSED CONTOUR, 1' INTERVAL (DASH GRAY)
- PROPOSED CONTOUR, 5' INTERVAL (DASH GRAY)
- EXISTING CONTOUR, 1' INTERVAL (DASH GRAY)
- EXISTING CONTOUR, 5' INTERVAL (DASH GRAY)
- TREE LINE
- PROPOSED SUBSURFACE DRAINAGE TILE
- PROPOSED TILE INLET
- OPEN DITCH
- PROPOSED SEEDING AREA

BENCHMARK

BENCHMARK #1: NORTHEAST CORNER TOP OF CONCRETE HEADWALL, ELEVATION: 707.78

BENCHMARK #2: NORTHEAST CORNER TOP OF CONCRETE BENCH MARK, ELEVATION: 708.84

NOTES

- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND STRUCTURES AND RECORD DRAWINGS. THE DEPTHS AND SPACINGS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM RECORD DRAWINGS. CONTRACTOR SHALL VERIFY THE DEPTHS AND SPACINGS OF ALL UTILITIES/STRUCTURES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES.
- TOPOGRAPHY SHOWN PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.

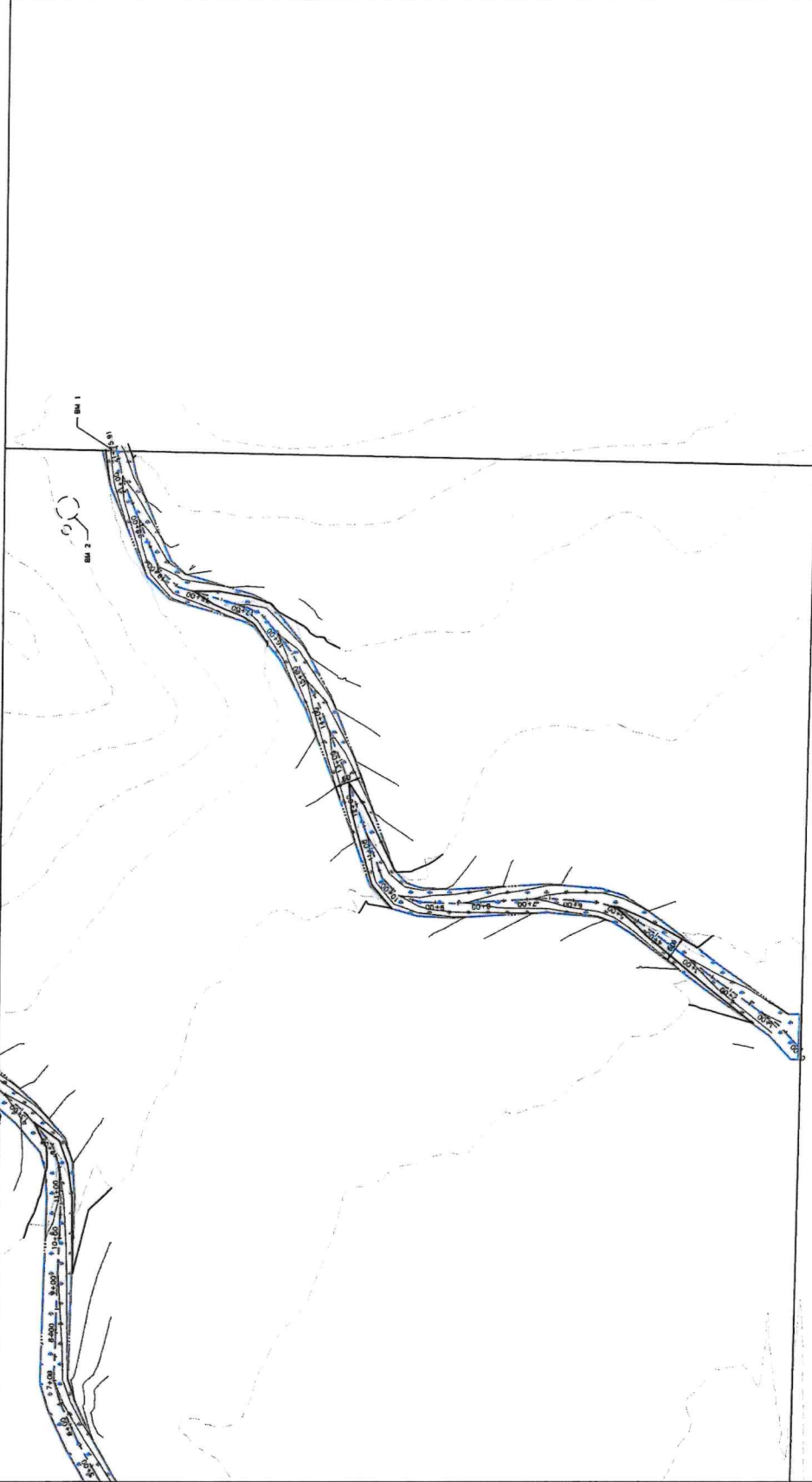


NO.	DATE	REVISION	BY

MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
ALABAMA PROFESSIONAL DESIGN FIRM NO. 18408-001
3895 S 6TH ST FRONTAGE RD. WEST, SPRINGFIELD, ALABAMA 36082
Phone: (217) 698-8500, E-Mail: mechina@martinengineering.com

EAST WATERWAY RECONSTRUCTION
CLARKSON WATERWAY
CERRO GORDO, IL

DATE: 2/28/2014
SCALE: 1"=500'
DRAWN BY: SRJ
CHECKED BY: TNW
DWG: CLARKSON
SHEET NO. **4**
MEC JOB # 22217



- NOTES:**
1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS. UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. EXCAVATIONS MUST BE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
 2. TOPOGRAPHY SHOWN PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.

BENCHMARK:
BENCHMARK #1: NORTHEAST CORNER TOP OF CONCRETE
ELEVATION: 707.78
BENCHMARK #2: NORTHEAST CORNER TOP OF CONCRETE
BLUWER PAD, 708.94

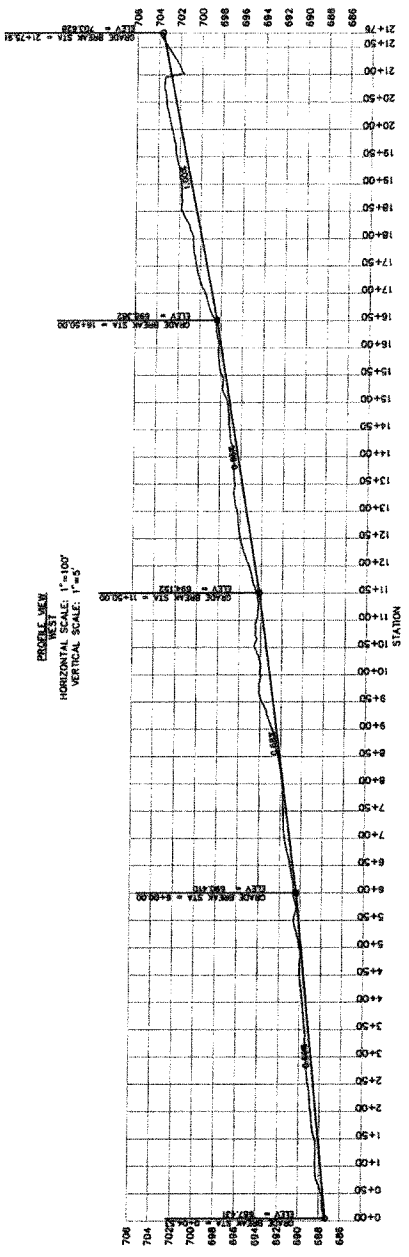
- LEGEND:**
- PROPOSED SUBSURFACE DRAINAGE TILE
 - PROPOSED TILE INLET
 - OPEN DITCH
 - PROPOSED SEEDING AREA
 - PROPOSED CONTOUR, 1' INTERVAL (FINISH GRADE)
 - PROPOSED CONTOUR, 2' INTERVAL (FINISH GRADE)
 - EXISTING CONTOUR, 1' INTERVAL
 - EXISTING CONTOUR, 5' INTERVAL
 - TREE LINE

NO.	DATE	REVISION	BY

AMEC
MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERING SURVEYORS
BLANCH PROCESSIONAL DESIGN (P/N/D. 18404550)
3095 S. 6TH ST. PORTLAND, OR 97201
Phone: (503) 588-8900, Email: meca@martineng.com

WEST WATERWAY PROFILE
CLARKSON WATERWAY
CERRO GORDO, IL

DATE:	2/22/2024
SCALE:	1"=200'
DRAWN BY:	SRJ
CHECKED BY:	TRW
DWG. NO.:	CLARKSON
SHEET NO.:	9
MEC JOB #:	22317

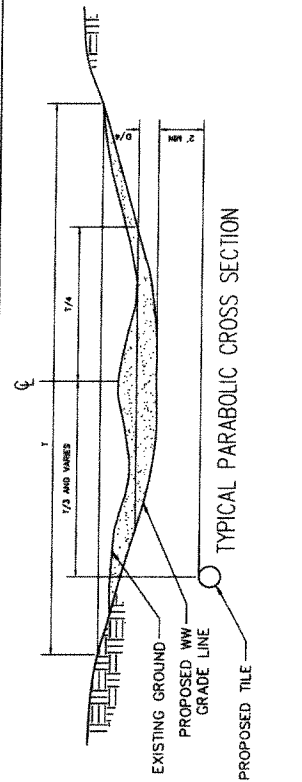


NO.	DATE	REVISION	BY

MMEC
MARTIN ENGINEERING COMPANY
 CONSULTING ENGINEERS AND SURVEYORS
 3955 N. 67TH ST. FOND DU LAC, WISCONSIN 54601
 PHONE: (917) 658-9900, E-MAIL: mmecc@martinengineering.com

CLARKSON WATERWAY
EAST WATERWAY DETAILS
CERRO GORDO, IL

DATE:	2/28/2024
SCALE:	1"=300'
DRAWN BY:	SRJ
CHECKED BY:	TWJ
DWG:	CLARKSON
SHEET NO.	7
MEC JOB #	2217



Waterway Number	From Station	To Station	Grade (%)	Top Width T (FT.)	Depth D (FT.)	1/4 Top Width (FT.)	1/4 Depth (FT.)	Tile Diameter (in.)	Aug. Seed Width (FT.)	Seeding Area (Sq. Ft.)
	0+00	5+50	12+00	20+50	29+50					
	5+50	12+00	20+50	29+50	33+00					
	60	60	60	60	60					
	2.4	2.2	1.7	1.5	1.4					
	15	15	15	15	15					
	0.6	0.6	0.4	0.4	0.4					
	550	650	850	900	350					
	60	60	60	60	60					
	33000	39000	51000	54000	21000					

Material	SEEDING FOR 4.5 ACRES		Total Lbs. PLS. ¹
	Kind	Lbs./Acre	
Seed	Kentucky Bluegrass	20	90
	Perennial Ryegrass	10	45
Companion	Spring ² Oats	32	144
Crop	Fall ³ Wheat	20	90
Nitrogen (N)	Actual	120	540
Phosphorus (P-O ₂)	Actual	120	540
Potassium (K-O)	Actual	120	540
Lime	As needed		
Temporary Seeding	Wheat	150	675
Mulch	Straw or hay	2 T/Ac	9.0 Tons
Anchor			0 sq.yd.

SEEDING PERIOD Late winter to 5/15, 8/1 to 9/10⁴
¹ Late summer seeding rate may be increased for 15 days if mulch is applied
² Bulk seed rate = pure live seed (PLS) rate divided by % PLS
³ Planted prior to August 15
⁴ Late summer or fall

NOTES

Station	Easting	Northing	Elevation Existing	Elevation Design	Elevation Difference	Point Type
0+00.00	880772.2533'	1188890.617'	689.693'	689.693'	0.000'	Start
1+00.00	880758.124'	1188801.7592'	690.207'	690.033'	-0.174'	Regular
2+00.00	880804.9595'	1188713.4327'	690.403'	690.373'	-0.030'	Regular
3+00.00	880855.7999'	1188627.3191'	690.560'	690.713'	-0.152'	Regular
4+00.00	880906.6344'	1188541.2055'	690.916'	691.063'	-0.137'	Regular
5+00.00	880957.4718'	1188455.0919'	691.391'	691.392'	-0.002'	Regular
6+00.00	881008.3092'	1188369.9783'	691.564'	691.564'	-0.000'	PVI
7+00.00	881040.4378'	1188274.05'	691.798'	691.787'	-0.011'	Regular
8+00.00	881072.5664'	1188178.1364'	692.135'	692.238'	-0.103'	Regular
9+00.00	881104.6950'	1188082.2228'	692.481'	692.689'	-0.208'	Regular
10+00.00	881136.8236'	1187986.3092'	692.898'	693.140'	-0.242'	Regular
11+00.00	881168.9522'	1187890.3956'	693.468'	693.591'	-0.124'	Regular
12+00.00	881201.0808'	1187794.4820'	694.312'	694.042'	0.270'	Regular
13+00.00	881233.2094'	1187698.5684'	694.977'	694.493'	0.484'	Regular
14+00.00	881265.3380'	1187602.6548'	695.175'	695.609'	0.566'	Regular
15+00.00	881297.4666'	1187506.7412'	695.233'	696.724'	0.447'	Regular
16+00.00	881329.5952'	1187410.8276'	695.204'	698.956'	0.249'	Regular
17+00.00	881361.7238'	1187314.9140'	700.231'	700.071'	0.160'	Regular
18+00.00	881393.8524'	1187218.9994'	701.785'	701.187'	0.598'	Regular
19+00.00	881425.9810'	1187123.0848'	703.287'	702.303'	0.984'	Regular
20+00.00	881458.1096'	1187027.1702'	704.697'	703.418'	1.279'	Regular
21+00.00	881490.2382'	1186931.2556'	705.495'	704.000'	1.495'	PVI
22+00.00	881522.3668'	1186835.3410'	706.052'	704.769'	1.283'	Regular
23+00.00	881554.4954'	1186739.4264'	707.495'	706.375'	1.120'	Regular
24+00.00	881586.6240'	1186643.5118'	707.495'	707.981'	0.883'	Regular
25+00.00	881618.7526'	1186547.5972'	709.329'	709.587'	-0.258'	Regular
26+00.00	881650.8812'	1186451.6826'	710.992'	711.193'	-0.201'	Regular
27+00.00	881683.0098'	1186355.7680'	711.691'	712.799'	-0.107'	Regular
28+00.00	881715.1384'	1186259.8534'	711.691'	714.404'	0.307'	Regular
29+00.00	881747.2670'	1186163.9388'	716.213'	716.010'	0.203'	Regular
30+00.00	881779.3956'	1186068.0242'	718.853'	717.618'	1.237'	Regular
31+00.00	881811.5242'	1185972.1096'	719.177'	718.419'	0.758'	PVI
32+00.00	881843.6528'	1185876.1950'	720.167'	719.573'	0.595'	Regular
33+00.00	881875.7814'	1185780.2804'	721.725'	721.879'	-0.154'	Regular
34+00.00	881907.9100'	1185684.3658'	724.379'	724.186'	0.193'	Regular
35+00.00	881940.0386'	1185588.4512'	726.243'	726.421'	-0.182'	End

*SEEDING PERIOD IS AN NRCS RECOMMENDATION. CONSULT WITH ENGINEER/OWNER FOR APPROVAL FOR SEEDING DATES OUTSIDE THESE PLANTING PERIODS. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR SUMMER PLANTINGS.

*ADDITIONAL SEEDING MAY BE REQUIRED FOR ALL DISTURBED AREAS FOR STRUCTURE INSTALLATION AND CONNECTION TO OUTLETS. USE THE SAME RATES PROVIDED ON THIS SHEET.

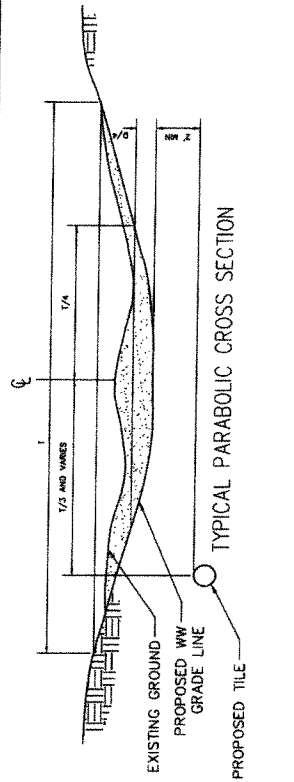
*TEMPORARY SEEDING AND MULCHING, IF REQUIRED, SHALL BE INCIDENTAL TO SEEDING.

NO.	DATE	REVISION	BY

MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
2005 N. WEST SPRINGFIELD, LANSING, MISSISSIPPI 39305
PHONE: (717) 668-8900 FAX: (717) 668-8901
WWW.MARTINENGINEERINGCOMPANY.COM

WEST WATERWAY DETAILS
CLARKSON WATERWAY
CERRO GORDO, IL

DATE: 2/20/04
SCALE: 1"=200'
DRAWN BY: SRJ
CHECKED BY: TWW
DWG. NO.: CLARKSON
SHEET NO.: **8**
MEC JOB # 22217



Waterway Number	0+00	6+00	11+50	16+50
From Station	0+00	6+00	11+50	16+50
To Station	6+00	11+50	16+50	21+75
Grade (%)	0.50	0.68	1.12	1.61
Top Width T (FT.)	60	60	60	60
Depth D (FT.)	2.3	2.1	1.8	1.6
1/4 Top Width (FT.)	15	15	15	15
1/4 Depth (FT.)	0.6	0.5	0.5	0.4
Length (FT.)	600	550	500	525
Tile Diameter (in.)	60	60	60	60
Avg. Seed. Width (FT.)	60	60	60	60
Seeding Area (Sq.Ft.)	36000	33000	30000	31500

SEEDING FOR 3.0 ACRES		Kind	Lbs./Acre	Total Lbs. PLS ¹
Material		Kentucky Bluegrass	20	60
Seed		Perennial Ryegrass	70	30
Companion	Spring	Oats	32	96
Crop	Fall	Wheat	20	60
Nitrogen (N)		Actual	120	360
Phosphorus (P ₂ O ₅)		Actual	120	360
Potassium (K ₂ O)		Actual	120	360
Lime		As needed		
Temporary Seeding		Wheat	150	450
Anchor		Straw or hay	2.7/Tac	6.0 Tons
				0.52/Tac

SEEDING PERIOD: Late winter to 5/15, 8/1 to 9/10²
¹ Late summer seeding date may be extended five (5) days if moisture is applied
² Bulk seed rate = pure live seed (PLS) rate divided by % PLS
³ Planted prior to August 15
⁴ Late summer or fall

Station	Easting	Northing	Elevation Existing	Elevation Design	Elevation Difference	Point Type
1+00.00	879506.0727	1187506.9599	688.398'	687.908'	0.489'	Regular
2+00.00	879568.4276	1187450.2353	688.892'	688.409'	0.483'	Regular
3+00.00	879669.7394	1187392.0506	689.369'	688.909'	0.460'	Regular
4+00.00	879750.1046	1187332.5406	689.751'	689.409'	0.342'	Regular
5+00.00	879833.3745	1187277.3484	690.099'	689.410'	0.189'	Regular
6+00.00	879931.2434	1187259.8623	690.663'	691.090'	0.427'	Regular
7+00.00	880030.9643	1187257.6602	691.584'	692.451'	0.867'	Regular
8+00.00	880130.8065	1187263.2761	691.835'	693.812'	1.977'	Regular
9+00.00	880230.6753	1187264.7254	692.872'	694.040'	1.168'	Regular
10+00.00	880322.8381	1187149.9668	694.406'	694.396'	0.010'	PVI
11+00.00	880369.4408	1187103.1627	694.396'	694.396'	0.000'	Regular
12+00.00	880404.6187	1187056.3585	695.169'	694.575'	0.594'	Regular
13+00.00	880440.1085	1186982.8712	696.305'	695.421'	0.884'	Regular
14+00.00	880477.2527	1186870.0256	696.705'	697.314'	1.009'	Regular
15+00.00	880521.9691	1186780.7521	697.314'	697.959'	0.645'	Regular
16+00.00	880577.2585	1186697.9502	698.211'	698.382'	0.171'	PVI
17+00.00	880652.8385	1186659.3281	698.566'	698.881'	0.315'	Regular
18+00.00	880748.6735	1186636.6224	699.528'	699.879'	0.351'	Regular
19+00.00	880831.4821	1186608.0629	700.677'	700.876'	0.199'	Regular
20+00.00	880870.5159	1186557.1418	701.798'	701.874'	0.076'	Regular
21+00.00	880909.5336	1186465.0788	702.739'	702.871'	0.132'	Regular
21+75.91	880927.0416	1186299.1489	703.780'	703.628'	0.151'	End

*SEEDING PERIOD IS AN NRCS RECOMMENDATION. CONSULT WITH ENGINEER/OWNER FOR APPROVAL FOR SEEDING DATES OUTSIDE THESE PLANTING PERIODS. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR SUMMER PLANTINGS.

*ADDITIONAL SEEDING MAY BE REQUIRED FOR ALL DISTURBED AREAS FOR STRUCTURE INSTALLATION AND CONNECTION TO OUTLETS. USE THE SAME RATES PROVIDED ON THIS SHEET.

*TEMPORARY SEEDING AND MULCHING, IF REQUIRED, SHALL BE INCIDENTAL TO SEEDING.

SEEDING FOR 3.0 ACRES

Material	Kind	Lbs./Acre	Total Lbs. PLS ¹
Kentucky Bluegrass		20	60
Perennial Ryegrass		70	30
Companion	Spring	Oats	32
Crop	Fall	Wheat	20
Nitrogen (N)		Actual	120
Phosphorus (P ₂ O ₅)		Actual	120
Potassium (K ₂ O)		Actual	120
Lime		As needed	
Temporary Seeding		Wheat	150
Anchor		Straw or hay	2.7/Tac
			6.0 Tons
			0.52/Tac

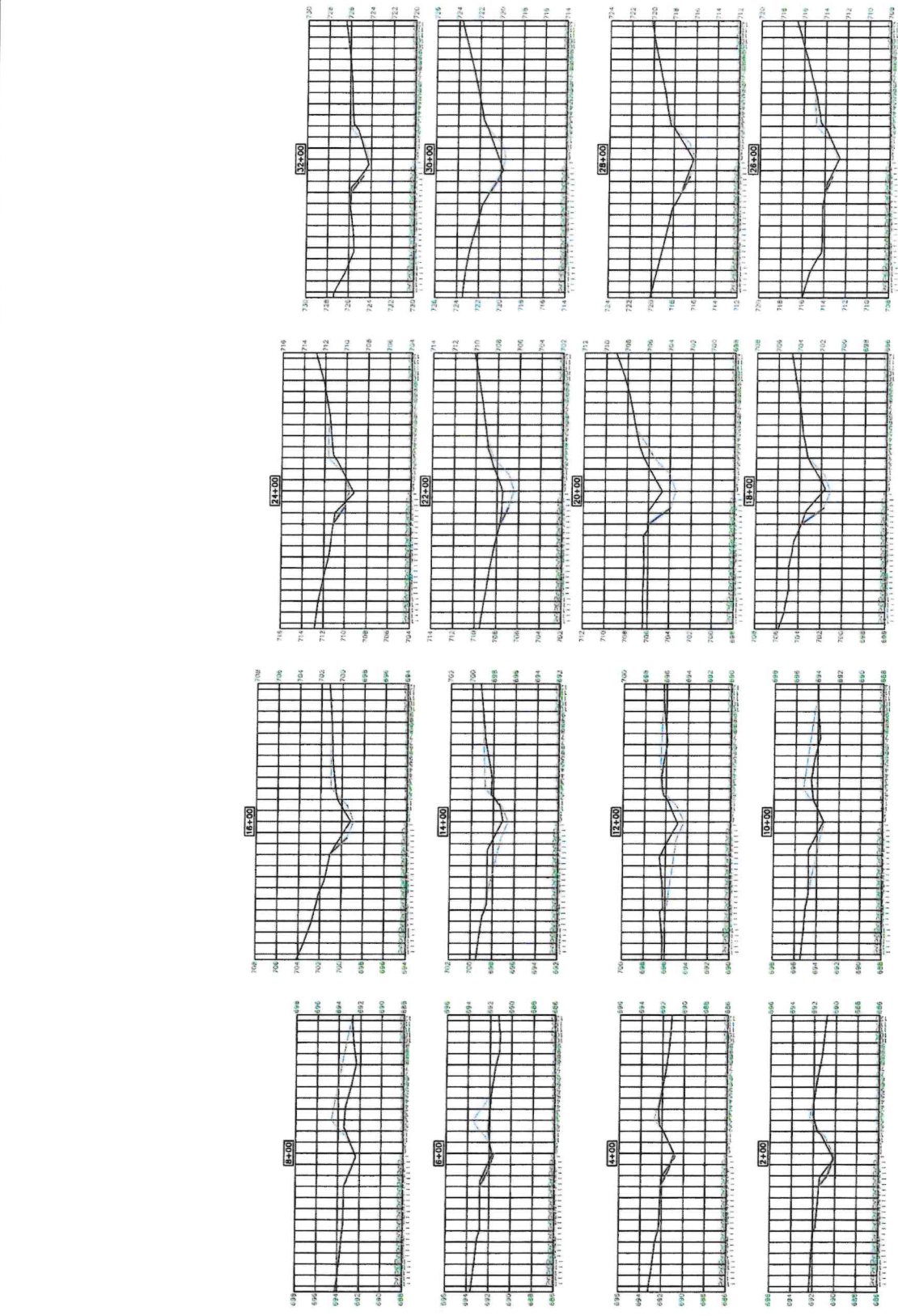
SEEDING PERIOD: Late winter to 5/15, 8/1 to 9/10²
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³ Planted prior to August 15
⁴ Late summer or fall

EAST WATERWAY CROSS SECTIONS
 CLARKSON WATERWAY
 CERRO GORDO, IL




AMERICAN ENGINEERING COMPANY
 CONSULTING ENGINEERS AND SURVEYORS
 2008 S. 6TH ST. FORT LAUDERDALE, FL 33405
 Phone: (217) 686-8900. Email: meconusa@americanengineering.com

NO.	DATE	REVISION	BY



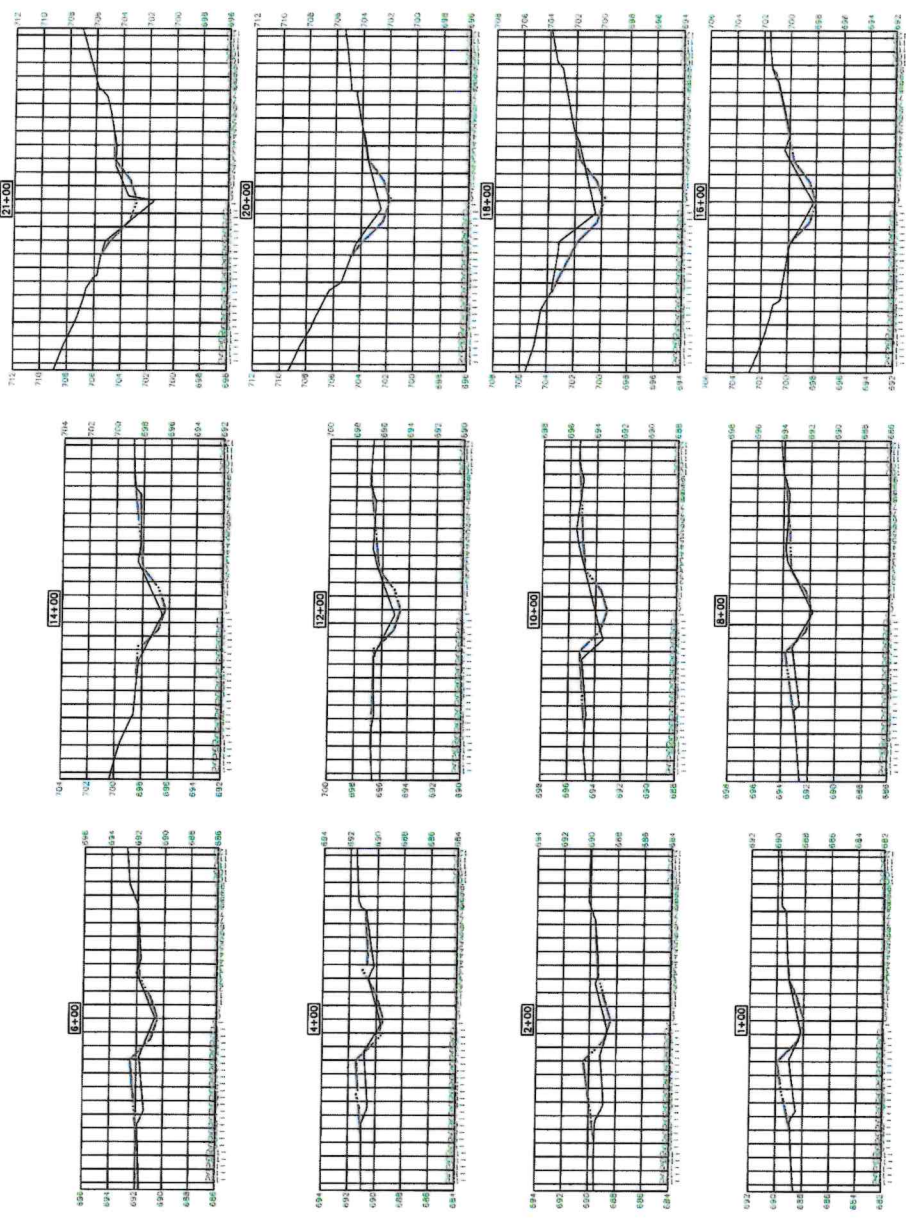
DATE: 2/2/2024
 SCALE: 1"=40'
 DRAWN BY: SRJ
 CHECKED BY: TRW
 DWG: CLARKSON

WEST WATERWAY CROSS SECTIONS
 CLARKSON WATERWAY
 CERRO GORDO, IL



MAINTENANCE ENGINEERING COMPANY
 CIVIL AND ENVIRONMENTAL ENGINEERS
 3805 S. 171ST FRONTIER BLVD., SUITE 200
 ILINOIS PROFESSIONAL DESIGN FIRM NO. 184-04359
 Phone: (217) 886-8900, E-Mail: meca@meceengineering.com

NO.	DATE	REVISION	BY



MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

THIS MEMORANDUM WITNESSETH that Lynn Clarkson, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into an Lake Decatur Watershed Protection Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in Piatt County, Illinois, to-wit:

TRACT 1:

That part of the Southwest 1/4 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

beginning at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set; thence S.29°29'23"E.-769.12 feet to an iron pin set; thence S.1°33'01"W.-485.62 feet to an iron pin set; thence S.37°47'59"E.-112.27 feet to an iron pin set; thence S.0°15'55"W.-1442.00 feet to an iron pin set on the South line of the Southwest 1/4, of said Section 13; thence N.88°56'27" W.-1713.38 feet along said South line to an iron pin set marking the Southwest corner of said Section 13; thence N.0°27'20"E.-2682.52 feet along the West line of the Southwest 1/4, of said Section 13 to the point of beginning, containing 100.54 acres, more or less.

TRACT 2:

That part of the South 1/2 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

commencing at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set marking the point of beginning; thence continuing S.88°42'32"E.-1379.51 feet along said North line to an iron pin set marking the Northeast corner of the Southwest 1/4, of said Section 13; thence S.0°28'59" W.-1335.90 feet along the East line of the Southwest 1/4, of said Section 13 to an iron pin set marking the Northwest corner of the Southwest 1/4, of the Southeast 1/4, of said Section 13; thence S.88°49'31"E.-1331.60 feet along the North line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set

marking the Northeast corner thereof; thence S.0°21'28" W.-1333.25 feet along the East line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Southeast corner thereof; thence N.88°56'27" W.-2263.67 feet along the South line of said Section 13 to an iron pin set; thence N.0°15'55"E.-1442.00 feet to an iron pin set; thence N.37°47'59" W.-112.27 feet to an iron pin set; thence N.1°33'01"E.-485.62 feet to an iron pin set; thence N.29°29'23"W.-769.12 feet to the point of beginning, containing 102.74 acres, more or less.

Permanent Index Number 08-13-17-004-004-00

Situated in Piatt County,

Illinois.("Property"),

Said Agreement is for a term beginning on date of completion of Projects which is ____ day of _____, 20__ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this _____ day of _____, 20__.

OWNER:

BY: 

Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____

Scot Wrighton, City Manager

EXHIBIT 3