

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Location: Waterloo City Hall - Council Chambers
100 W. Fourth St., Waterloo, IL

Date: February 22, 2022
Time: 7:30 p.m.

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Correction or Withdrawal of Agenda Items by Sponsor.
5. Approval of Minutes as Written or Amended.
6. Petitions by Citizens on Non-Agenda Items.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector.
 - B. Report of Treasurer.
 - C. Report of Subdivision and Zoning Administrator.
 - D. Report of Building Inspector / Code Administrator.
 - E. Report of Director of Public Works.
 - F. Report of Chief of Police.
 - G. Report of City Attorney.
 - H. Report and Communication by Mayor.
 1. Good Neighbor Award Presented to Greg Lane.
8. Report of Standing Committees.
9. Report of Special Committees.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
 - A. Consideration and Action on Ordinance No. 1839 Authorizing the Execution of an Annexation Agreement between the City of Waterloo, IL and the Dennis R. and Virginia L. Brand Trust for property comprising of 19.71 acres, more or less, contiguous to the Corporate Boundaries of the City of Waterloo, IL.
 - B. Consideration and Action on Ordinance No. 1840 Authorizing the Annexation and Zoning of Property owned by the Dennis R. and Virginia L. Brand Trust comprising of 19.71 acres, more or less, contiguous to the Corporate Boundaries of the City of Waterloo, IL.
11. Unfinished Business.
12. Miscellaneous Business.
 - A. Consideration and Action on Ad to be placed in the Tourism Times Spring / Summer Issue in the amount of \$700.00 to be paid out of the Hotel / Motel Tax Fund.
 - B. Consideration and Action on Approval of a Preliminary Plat for Remlok Phase 4 located at the east end of Benjamin Lane.
13. Discussion of Matters by Council Members Arising After Agenda Deadline.
14. Motion to Adjourn.

DATES TO REMEMBER

Mar. 07, 2022 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Mar. 08, 2022 – Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
Mar. 09, 2022 – Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
Mar. 14, 2022 – Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Mar. 17, 2022 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Mar. 21, 2022 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Mar. 22, 2022 – American Legion Meeting, Waterloo City Hall: 2nd Floor, 7:00 p.m.

**MINUTES OF THE
CITY COUNCIL MEETING
FEBRUARY 07, 2022**

1. The meeting was called to order by Mayor Smith at 7:30 p.m.
2. The following Aldermen were present: Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller.
3. Pledge of Allegiance led by Mayor Tom Smith.
4. Correction or Withdrawal of Agenda Items by Sponsor.
The Zoning Administrator stated that under Agenda Item 10B, the NFPA code needed to be changed from '**NFPA 43**' to '**NFPA 54**'.
Motion made by Alderman Notheisen and seconded by Alderman Hopkins to change the NFPA code under Agenda Item 10B from 'NFPA 43' to 'NFPA 54'. Motion passed unanimously with Aldermen Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller voting 'yea'.
5. Approval of Minutes as Written or Amended.
Approval of City Council Meeting Minutes dated 01-18-22. Motion made by Alderman Kyle Buettner and seconded by Alderman Heller to approve the City Council Meeting Minutes from 01-18-22. Motion passed unanimously with Aldermen Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins, Trantham and Darter voting 'yea'.
6. Petitions by Citizens on Non-Agenda Items.
Mr. Eric Zaber, Waterloo Police Sergeant and Shop Steward for the FOP, distributed documentation that he stated would support his comments this evening. Sergeant Zaber stated he has repeatedly asked to have a Police Committee meeting to discuss filling a fourth sergeant position, but for reasons unknown, he has not been able to accomplish this task. The FOP has learned the Mayor is planning to promote a fourth sergeant, based on a new sergeant promotional list, which will be created in 2022. The fourth sergeant position is included in the 2022 budget. Sergeant Zaber stated nothing has changed in the last two years that would require creating a spot for a sergeant in 2022. According to what he (Zaber) has been told, Officer Haddick, who was first on the promotion list, has not been promoted to the rank of Sergeant due to the lack of funding in the budget. Sergeant Zaber itemized that there should be money in this year's salary line item due to the departure of two WPD officers. He added that there should be no budget issues and thus ample money in the budget to promote Officer Haddick to Sergeant. Sergeant Zaber requested to meet with the Ordinance Committee to change the ordinance to permit a fourth sergeant and thereby allow for the promotion of Officer Haddick.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector. No report.
 - B. Report of Treasurer. No report.
 - C. Report of Subdivision and Zoning Administrator. No report.
 - D. Report of Director of Public Works.
358 working hours were spent on snow removal and 380 tons of salt was used.
Mayor Smith stated he has received numerous compliments regarding the recent snow removal process.
 - E. Report of Chief of Police.
Due to a great job in snow removal, accidents due to the snowstorm last week were minimal.
 - F. Report of City Attorney. No report.

- G. Report and Communication by Mayor.
Mayor Smith asked for a moment of silence in remembrance of Zoey Rongey and expressed condolences to her parents and family.
- 8. Report of Standing Committees. No report.
- 9. Report of Special Committees. No report.
- 10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
 - A. Consideration and Action on Resolution No. 22-02 Authorizing the Signing of Addendum Number 4 of a Local Public Agency Agreement between the County of Monroe, IL and the Illinois Department of Transportation for the Construction of a Pedestrian Crossing at the Intersection of HH Road, Country Club Lane and Illinois State Route 3.
Motion made by Alderman Row and seconded by Alderman Heller on approving Resolution No. 22-02 Authorizing the Signing of Addendum Number 4 of a Local Public Agency Agreement between the County of Monroe, IL and the Illinois Department of Transportation for the Construction of a Pedestrian Crossing at the Intersection of HH Road, Country Club Lane and Illinois State Route 3. Motion passed unanimously with Aldermen Row, Heller, Notheisen, Matt Buettner, Hopkins, Trantham, Darter and Kyle Buettner voting ‘yea’.
 - B. Consideration and Action on Ordinance No. 1837 Amending the Revised Code of Ordinances of the City of Waterloo, Illinois, Chapter 38 Utility Systems, Article II Gas System, Section 38-2-17(K)(1) Regarding Unvented Appliances.
Motion made by Alderman Notheisen and seconded by Alderman Kyle Buettner to approve Ordinance No. 1837 Amending the Revised Code of Ordinances of the City of Waterloo, Illinois, Chapter 38 Utility Systems, Article II Gas System, Section 38-2-17(K)(1) Regarding Unvented Appliances. Alderman Notheisen, the Gas Distribution Facility Chairman, commented that the amendment to the ordinance will no longer allow unvented appliances to be installed or operated in the City. Aldermen voted as follows:
YES – Notheisen, Matt Buettner, Darter, Kyle Buettner, Row and Heller.
NO – Hopkins and Trantham.
Motion passed by a vote of 6 to 2.
 - C. Consideration and Action on Ordinance No. 1838 Amending the Revised Code of Ordinances of the City of Waterloo, Illinois, Chapter 40 Zoning Code, Article IV Supplementary Use and Bulk Regulations, Section 40-4-15 Signs: Business.
Motion made by Alderman Darter and seconded by Alderman Notheisen on approving Ordinance No. 1838 Amending the Revised Code of Ordinances of the City of Waterloo, Illinois, Chapter 40 Zoning Code, Article IV Supplementary Use and Bulk Regulations, Section 40-4-15 Signs: Business. The Zoning Administrator stated the amendment will eliminate freestanding signs and enforce monument signs for single business lots along Illinois Route 3. Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins and Trantham voting ‘yea’.
- 11. Unfinished Business. None.
- 12. Miscellaneous Business.
 - A. Consideration and Action on Warrant No. 610.
Motion made by Alderman Darter and seconded by Alderman Matt Buettner to approve Warrant No. 610. Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins and Trantham voting ‘yea’.

- B. Consideration and Action on Approval of a Waterloo Beautification Program Application from Bill Wirth for Improvements to his Property Located at 119 E. Mill Street.
Motion made by Alderman Heller and seconded by Alderman Darter to approve a Waterloo Beautification Program Application from Bill Wirth for improvements to his property located at 119 E. Mill Street. Motion passed unanimously with Aldermen Heller, Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner and Row voting ‘yea’.
- C. Consideration and Action on a Request from the Monroe County Fair Board to Waive Building Permit and Inspection Fees in the Amount of \$1,542.00 for Announcer Stand and Grandstand Improvements at the Monroe County Fairgrounds.
Motion made by Alderman Kyle Buettner and seconded by Alderman Row to approve a request from the Monroe County Fair Board to waive Building Permit and Inspection Fees in the amount of \$1,542.00 for Announcer Stand and Grandstand Improvements at the Monroe County Fairgrounds. Motion passed unanimously with Aldermen Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins, Trantham and Darter voting ‘yea’.
- D. Consideration and Action on Approval of Boundary Description Change at 624 N. Market Street, Yo-Toppings.
Motion made by Alderman Notheisen and seconded by Alderman Matt Buettner to approve a Boundary Description Change at 624 N. Market Street, Yo-Toppings. Motion passed unanimously with Aldermen Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller voting ‘yea’.
- E. Consideration and Action on Approval of a Special Event Permit Application from the Stubborn German Brewing Company for “StubbornFest 2022” to be held Sept. 30, 2022 at 3:00 p.m. through Oct. 01, 2022 at 11:00 p.m., including the Closure of Main Street – south of Shorty’s to north of TWM.
Motion made by Alderman Notheisen and seconded by Alderman Heller to approve a Special Event Permit Application from the Stubborn German Brewing Company for “StubbornFest 2022” to be held Sept. 30, 2022 at 3:00 p.m. through Oct. 01, 2022 at 11:00 p.m., including the closure of Main Street – south of Shorty’s to north of TWM. Motion passed unanimously with Aldermen Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller voting ‘yea’.
- F. Consideration and Action on Withdrawing the Vaccination, Testing and Face Covering Policy for City Employees.
Motion made by Alderman Row and seconded by Alderman Hopkins to withdraw the Vaccination, Testing and Face Covering Policy for City Employees. Motion passed unanimously with Aldermen Row, Heller, Notheisen, Matt Buettner, Hopkins, Trantham, Darter and Kyle Buettner voting ‘yea’.
13. Discussion of Matters by Council Members Arising After Agenda Deadline.
Mayor Smith distributed the packet for the “2021 Year-End Review”.
14. Motion to Adjourn made by Alderman Kyle Buettner and seconded by Alderman Matt Buettner. Motion passed with a unanimous voice vote. Mayor Smith adjourned the meeting at 7:53 p.m.

Mechelle Childers - City Clerk

**CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT**

	2020-2021 ACTUAL AMOUNT	2021-2022 BUDGETED AMOUNT	% INCREASE/ DECREASE	2021 JAN	2022 JAN	% INCREASE/ DECREASE	2020-2021 FISCAL YTD	2021-2022 FISCAL YTD	% INCREASE/ DECREASE
ELEC SALES	11,120,157.12	11,188,000.00	0.61%	771,976.47	674,539.27	-12.62%	8,334,696.61	8,295,494.72	-0.47%
ELEC TAX	264,157.05			18,027.35	16,284.59	-9.67%	200,255.39	203,095.23	1.42%
ELECT MISC.	<u>381,724.00</u>	<u>290,400.00</u>	<u>-23.92%</u>	<u>48,539.00</u>	<u>(53,301.00)</u>	<u>-209.81%</u>	<u>350,299.00</u>	<u>83,684.00</u>	<u>-76.11%</u>
SUBTOTAL	11,766,038.17	11,478,400.00	-2.44%	838,542.82	637,522.86	-23.97%	8,885,251.00	8,582,273.95	-3.41%
BEGINNING UNAPPLIED	640,604.06			86,014.46	56,587.01	-34.21%	475,243.69	458,372.94	-3.55%
UNAPPLIED CASH REC'D	189,024.23			10,763.13	17,079.58	58.69%	151,888.66	114,267.67	-24.77%
UNAPPLIED DISBURSED	<u>163,715.86</u>			<u>37,082.69</u>	<u>9,887.55</u>	<u>-73.34%</u>	<u>115,509.41</u>	<u>99,112.65</u>	<u>-14.20%</u>
ENDING UNAPPLIED	665,912.43			59,694.90	63,779.04	6.84%	511,622.94	473,527.96	-7.45%
GAS SALES	2,577,188.26	3,019,000.00	17.14%	257,110.69	333,594.75	29.75%	1,251,315.33	1,460,912.24	16.75%
GAS TAX	76,960.64			7,675.28	7,566.30	-1.42%	34,215.25	33,539.03	-1.98%
GAS MISC.	<u>135,303.00</u>	<u>148,000.00</u>	<u>9.38%</u>	<u>22,472.00</u>	<u>(23,025.00)</u>	<u>-202.46%</u>	<u>136,850.00</u>	<u>61,880.00</u>	<u>-54.78%</u>
SUBTOTAL	2,789,451.90	3,167,000.00	13.53%	287,257.97	318,136.05	10.75%	1,422,380.58	1,556,331.27	9.42%
WATER SALES	2,434,747.94	2,469,000.00	1.41%	185,499.68	179,705.89	-3.12%	1,886,908.69	1,878,609.69	-0.44%
WATER MISC.	<u>84,363.00</u>	<u>84,500.00</u>	<u>0.16%</u>	<u>10,192.00</u>	<u>1,467.14</u>	<u>-85.60%</u>	<u>72,352.00</u>	<u>769,984.14</u>	<u>964.22%</u>
SUBTOTAL	2,519,110.94	2,553,500.00	1.37%	195,691.68	181,173.03	-7.42%	1,959,260.69	2,648,593.83	35.18%
SEWER SALES	1,795,863.83	1,815,000.00	1.07%	141,909.65	137,403.25	-3.18%	1,379,752.50	1,378,923.93	-0.06%
SEWER MISC.	<u>224,071.00</u>	<u>200,500.00</u>	<u>-10.52%</u>	<u>18,329.00</u>	<u>7,958.00</u>	<u>-56.58%</u>	<u>183,899.00</u>	<u>149,448.00</u>	<u>-18.73%</u>
SUBTOTAL	2,019,934.83	2,015,500.00	-0.22%	160,238.65	145,361.25	-9.28%	1,563,651.50	1,528,371.93	-2.26%
CITY TAX	516,082.12	499,000.00	-3.31%	39,906.15	41,377.78	3.69%	360,742.55	372,444.77	3.24%
MISC.	<u>24,130.00</u>	<u>26,500.00</u>	<u>9.82%</u>	<u>3,051.00</u>	<u>(68.00)</u>	<u>-102.23%</u>	<u>18,911.00</u>	<u>13,695.00</u>	<u>-27.58%</u>
SUBTOTAL	540,212.12	525,500.00	-2.72%	42,957.15	41,309.78	-3.83%	379,653.55	386,139.77	1.71%
REFUSE FEE	833,254.84	886,850.00	6.43%	69,672.79	72,629.19	4.24%	624,986.32	641,535.92	2.65%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	33,077.00	40,000.00	20.93%	2,660.00	2,643.00	-0.64%	22,635.00	26,889.00	18.79%
PERMITS	113,801.00	110,000.00	-3.34%	7,955.00	5,179.00	-34.90%	81,531.00	83,803.00	2.79%
INSPECTION FEES	15,000.00	15,000.00	0.00%	1,650.00	975.00	-40.91%	11,175.00	8,775.00	-21.48%
FRANCHISE FEES	120,443.00	122,000.00	1.29%	39,410.00	41,622.00	5.61%	61,405.00	63,617.00	3.60%
LIQUOR LICENSE	21,770.00	22,000.00	1.06%	-	20.00		21,950.00	21,600.00	-1.59%
INFRASTRUCTURE FEE	170,798.00	172,000.00	0.70%	13,688.00	11,593.00	-15.31%	131,080.00	112,966.00	-13.82%
HOTEL/MOTEL TAX	15,210.00	13,000.00	-14.53%	568.00	1,339.00	135.74%	11,804.00	12,933.00	9.56%
MISC.	617,895.00	169,580.00	-72.56%	13,097.00	20,139.00	53.77%	572,715.00	159,548.00	-72.14%
REPLACEMENT TAX	67,771.00	63,000.00	-7.04%	10,565.00	21,058.00	99.32%	46,119.00	95,935.00	108.02%
COUNTY TAX	417,676.00	294,750.00	-29.43%	13,232.00	6,150.00	-53.52%	417,676.00	294,526.00	-29.48%
SALES TAX	2,477,441.00	2,460,000.00	-0.70%	214,948.00	245,494.00	14.21%	1,824,530.00	2,093,788.00	14.76%
BUSINESS DISTRICT TAX	59,910.00	97,000.00	61.91%	8,978.00	9,378.00	4.46%	34,129.00	80,458.00	135.75%
CANNABIS USE TAX	8,887.00	8,000.00	-9.98%	1,202.00	1,556.00	29.45%	5,733.00	12,298.00	114.51%
VIDEO GAMING	95,786.00	152,500.00	59.21%	9,994.00	17,917.00	79.28%	73,444.00	181,643.00	147.32%
INCOME TAX	<u>1,732,737.00</u>	<u>1,700,000.00</u>	<u>-1.89%</u>	<u>158,314.00</u>	<u>183,694.00</u>	<u>16.03%</u>	<u>1,250,639.00</u>	<u>1,429,982.00</u>	<u>14.34%</u>
SUBTOTAL	6,801,456.84	6,325,680.00	-7.00%	565,933.79	641,386.19	13.33%	5,191,551.32	5,320,296.92	2.48%
MOTOR FUEL TAX	781,859.00	704,000.00	-9.96%	36,098.00	40,437.00	12.02%	570,452.00	479,656.00	-15.92%
MISC	<u>2,690.00</u>	<u>3,000.00</u>	<u>11.52%</u>	<u>225.00</u>	<u>152.00</u>	<u>-32.44%</u>	<u>2,044.00</u>	<u>895.00</u>	<u>-56.21%</u>
SUBTOTAL	784,549.00	707,000.00	-9.88%	36,323.00	40,589.00	11.74%	572,496.00	480,551.00	-16.06%
UTILITY DEPOSITS	115,375.00	-		8,475.00	6,275.00	-25.96%	92,200.00	77,525.00	-15.92%
TOTAL DEPOSITS	27,525,153.03	26,772,580.00	-2.73%	2,146,183.19	2,028,832.74	-5.47%	20,218,333.30	20,694,351.34	2.35%

February 21, 2022

To: Mayor Tom Smith
City Attorney
City Aldermen

Re: Treasurer's Report

Attached, please find the January 31, 2022 Treasurer's Report for the City of Waterloo.

I welcome any questions or comments you may have about this report. I can be reached at State Bank weekdays from 8:00 AM – 5:00 PM. The phone number is 618-939-7194.

Sincerely,

Brad A. Papenberg

Brad A Papenberg
City Treasurer

**TREASURER'S REPORT
CITY OF WATERLOO**

For the month ending
January 31, 2022

CHECKING ACCOUNT	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Petty Cash	\$ 497.98	\$ -	\$ -	\$ 497.98
Utility Deposit	39,844.46	6,349.51	10,325.00	35,868.97
General Fund	(2,880,185.04)	282,580.73	689,339.79	(3,286,944.10)
Motor Fuel Tax	70,717.63	45.09	6,608.13	64,154.59
Water Fund	706,918.91	189,335.03	184,001.93	712,252.01
Sewer Fund	545,850.91	155,364.43	90,757.28	610,458.06
Gas Fund	78,208.53	349,629.41	350,703.91	77,134.03
Electric Fund	1,838,409.60	729,248.12	696,410.26	1,871,247.46
Capital Improvements	674,348.74	45,592.42	-	719,941.16
D.A.R.E.	1,971.25	3.36	-	1,974.61
Interest	7,309.91	1,150.31	7,309.91	1,150.31
Hotel/Motel Tax	148,797.53	1,338.85	570.00	149,566.38
TOTALS:	\$1,232,690.41	\$1,760,637.26	\$2,036,026.21	\$957,301.46

INVESTED FUNDS				
Capital Improvements	\$ 493,693.18	-	3,284.31	490,408.87
Electric	10,150,810.59	-	67,528.54	10,083,282.05
E-Pay Utility Bills	34,811.97	86,606.64	111,693.17	9,725.44
Farm Account Income	204,102.03	1.73	-	204,103.76
Gas	4,162,155.11	-	27,688.84	4,134,466.27
General Fund	10,322,871.07	484,875.27	-	10,807,746.34
Motor Fuel	1,611,438.96	40,543.20	-	1,651,982.16
Pension Reserve	1,703,234.79	144.66	-	1,703,379.45
Sewer	1,082,686.18	-	7,202.60	1,075,483.58
Utility Deposits	325,719.67	-	2,166.85	323,552.82
Water	920,595.24	-	6,124.29	914,470.95
Total Invested Funds:	\$31,012,118.79	\$612,171.50	\$225,688.60	\$31,398,601.69
Total All City Funds:	\$32,244,809.20	\$2,372,808.76	\$2,261,714.81	\$32,355,903.15

Pension Obligations	As of Date	Amount
Unfunded Actuarial Accrued Liability - IMRF	12/31/2020	-\$986,197.00
Unfunded Actuarial Accrued Liability - Police	4/30/2021	\$3,874,199.00
Total Unfunded Liability		\$2,888,002.00

Respectfully Submitted,

Brad A. Papenberg

Brad A. Papenberg
City Treasurer

[illegible]

[illegible][illegible]

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
February 22, 2022
(Date)
2. Description of matter to be placed on agenda:
Good Neighbor Award Presented to Greg Lane.
3. Relief or action to be requested:
Presentation of Award.
4. Submittal date: February 10, 2021

Submitted by:
Sarah Deutch

DISPOSITION

5. Matter to be placed on agenda for meeting date requested.
 Matter to be placed on agenda for meeting to be held on
 Matter referred to



Mayor

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
February 22, 2022
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1839 Authorizing the Execution of an
Annexation Agreement between the City of Waterloo, IL and the Dennis R. and
Virginia L. Brand Trust for property comprising of 19.71 acres, more or less,
contiguous to the Corporate Boundaries of the City of Waterloo, IL.
3. Relief or action to be requested:
Approval.
4. Submittal date: 02-08-22

Submitted by:
Nathan Krebel, Subdivision & Zoning Administrator

DISPOSITION

5. Matter to be placed on agenda for meeting date requested.

 Matter to be placed on agenda for meeting to be held on

 Matter referred to


Mayor

THOMAS G. SMITH, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



Nathan Krebel
Zoning Administrator
Subdivision Administrator
100 West Fourth Street
Waterloo, Illinois 62298
(618) 939-8600 ext. 212

Memorandum

To: Mayor Smith & City Council
From: Nathan Krebel
Date: 2/18/2022
Re: Remlok Phase 4 Annexation Agreement

Dennis & Virginia Brand are requesting approval from City Council to accept the Annexation Agreement for Remlok Phase 4. Dennis & Virginia Brand did not request any extraordinary conditions or variances to be placed in the Annexation Agreement. The city attorney reviewed and approved as well as the Planning Commission who gave a positive recommendation at their February 14th meeting. I recommend approval of the Remlok Phase 4 Annexation Agreement.

Respectfully,

A handwritten signature in cursive script that reads "Nathan Krebel".

Nathan Krebel
Zoning/Subdivision Administrator

Waterloo Planning Commission Advisory Report

Petition Number: P-22-02-01

Type of Petition: **Special Use Permit / Zoning Text Amendment /** ANNEXATION PETITION
(other)

As per Section 40-9-4 of the Waterloo Municipal Code

The effect the proposal would have on the City's Comprehensive Plan: positive

The effect the proposal would have on the health, welfare, safety, morals and comfort of area residents:

positive

The effect the proposal would have on schools, traffic, streets, shopping, public utilities and adjacent properties:

positive

Other legal requirements of considerations: _____

As per Section 40-9-7 of the Waterloo Municipal Code

Is the proposal necessary for public convenience at this location?

*not necessary but a good use of the
land*

Is the proposal designed, located and proposed to be operated so that the public health, safety, and welfare will be protected?

yes

Will the proposal cause substantial injury to the value of other property in the neighborhood in which it is located?

no

Will the proposal be detrimental to the essential character of the district in which it is located?

no

The Planning Commission gives this petition a

Favorable Recommendation

(with modifications as outlined below)

Unfavorable Recommendation

(for the reasons explained herein)

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There is no handwriting or printed text on the page.

Michael J.

ORDINANCE NO. 1839

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF WATERLOO, IL AND DENNIS R. AND VIRGINIA L. BRAND TRUST FOR PROPERTY COMPRISING OF 19.71 ACRES, MORE OR LESS, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF WATERLOO, IL.

WHEREAS, it is in the best interests of the City of Waterloo, Monroe County, Illinois, that a certain Annexation Agreement pertaining to property owned by Dennis L. and Virginia R. Brand Trust, be entered into; and

WHEREAS, said Annexation Agreement has been prepared and a copy of same is attached hereto; and

WHEREAS, Dennis L. and Virginia R. Brand Trust, owner of record of the land which is the subject matter of said agreement, is ready, willing and able to enter into said agreement; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Waterloo, Illinois as follows:

SECTION ONE. The Annexation Agreement, a copy of which is attached hereto and by this reference made a part of this Ordinance, is approved and is hereinafter referred to as "Annexation Agreement".

SECTION TWO. The Mayor is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, the Annexation Agreement.

SECTION THREE. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 22nd day of February, 2022, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

ANNEXATION AGREEMENT

Remlok Phase 4

THIS ANNEXATION AGREEMENT is entered into this 22nd day of February, 2022, between the CITY OF WATERLOO, an Illinois municipal corporation, with offices at 100 West Fourth Street, Waterloo, Illinois 62298, (hereinafter referred to as the "CITY") and Dennis R. & Virginia L. Brand Trust, Dennis R. & Virginia L. Brand Trustees, with offices at 1187 North Moore Street, (hereinafter referred to as "OWNER AND DEVELOPER").

RECITALS

WHEREAS, the OWNER AND DEVELOPER is the owner of record of all of the real property described in EXHIBIT A, attached hereto, and by this reference made a part hereof, which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the "SUBJECT PROPERTY"); and

WHEREAS, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning with the City Clerk of the CITY for all of the territory described in EXHIBIT B which territory is situated in the unincorporated area of the County of Monroe, Illinois, and is presently contiguous to the CITY; and

WHEREAS, all notices, publications, public hearings and all other matters with respect to such Petition for Annexation and Zoning, have been given, held or performed as required by statute and/or the CITY'S ordinances, regulations, and procedures; and

WHEREAS, the CITY'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

WHEREAS, the OWNER AND DEVELOPER propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Code, the General Conditions and Special Conditions, incorporated herein by reference, which together constitute the terms and conditions of this Agreement; and

WHEREAS, in addition to the matter specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R1 Single Family Residential District of the CITY'S Zoning Code as illustrated on EXHIBIT C attached hereto, and by this reference made a part hereof, and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents and will promote the CITY'S sound planning and development and will otherwise enhance and promote the general welfare of the CITY'S residents; and

WHEREAS, in reliance upon the continued effectiveness of the CITY'S existing ordinances, codes and regulations for the period specified in this Agreement, as may be amended pursuant to the terms hereof, the CITY and the OWNER and DEVELOPER are willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertaking provided herein; and

WHEREAS, the CITY and the OWNER and DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY and further subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree that:

**GENERAL CONDITIONS FOR
THE ANNEXATION OF THE SUBJECT PROPERTY**

G1.0 RECITALS.

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

G2.0 ANNEXATION AND ZONING.

G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever later, the CITY shall enact and adopt ordinances for the annexing and zoning of the SUBJECT PROPERTY in accordance with the special conditions of this Agreement.

G2.2 In the event all fees are not paid or all documents are not received by the City from the OWNER and DEVELOPER within one hundred eighty (180) days of the date of this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

G3.0 FEES.

G3.1 The OWNER and DEVELOPER shall pay all applicable fees in accordance with Chapter 12 of the City Code of the CITY and any other ordinances, rules, or regulations of the CITY unless excepted by the special conditions of this Agreement.

G4.0 UTILITY LINES AND EASEMENTS.

G4.1 The OWNER and DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing, and maintaining sanitary sewers, water mains, gas lines and service facilities, electric lines and service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY, which shall be shown on the Final Plat of Subdivision as a condition of approval thereof.

G4.2 Easements outside the SUBJECT PROPERTY which are granted to the CITY as a condition of this Agreement shall be recorded concurrently with this ANNEXATION AGREEMENT.

G4.3 The CITY shall allow the OWNER and DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

G5.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER SYSTEM.

G5.1 The OWNER and DEVELOPER shall accept and continue to take all water and sanitary sewer service required for the SUBJECT PROPERTY from the CITY'S water supply and distribution system and from the CITY'S sanitary sewer system, respectively.

G5.2 The OWNER and DEVELOPER shall be solely responsible for the Cost and expense incurred to extend the CITY'S water distribution system and sanitary sewer collection system to and within the SUBJECT PROPERTY in accordance with improvement plans submitted

to and approved by the CITY for the SUBJECT PROPERTY. Payment shall be due before construction if the CITY agrees to construct and install the proposed extensions or any portion thereof.

G5.3 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and to supply water and sanitary sewer services thereto to the same extent as supplied to other structures and areas within the CITY.

G5.4 The OWNER and DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G5.5 The OWNER and DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees, tap on and user fees for the CITY'S water supply and distribution system and the City's sanitary sewer collection and treatment system as set forth in Chapter 38 of the City Code and in any other ordinances, rules and regulations of the CITY.

G6.0 UTILITY OVERSIZING.

G6.1 The OWNER and DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on such improvement plans as may be submitted for approval by the CITY for the development of the SUBJECT PROPERTY.

G6.2 If requested by the CITY, oversized water and/or sanitary sewer lines shall be constructed by OWNER and DEVELOPER as required by the CITY in accordance with the provisions of this Section G.6.0 to provide for increased capacity, not merely to compensate for slope differential.

G6.3 Upon installation and acceptance by the CITY of said oversized lines the CITY shall reimburse the OWNER and DEVELOPER for the difference between the cost to construct the size of line required by The Subdivision Code of the CITY and the cost to construct the oversized line.

G6.4 All such lines shall be constructed and installed in strict accordance with the provisions of Chapter 38 of the City Code of the CITY and/or other ordinances, rules and

regulations of the CITY and shall become the property of the CITY upon acceptance thereof by the CITY.

G7.0 ELECTRICAL UTILITY SERVICE.

G7.1 The OWNER and DEVELOPER, pursuant to 65 ILCS 5/11-117-7.1 (b), has elected and has agreed to take and continue to take all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G7.2 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY'S other electric customers.

G7.3 The OWNER and DEVELOPER shall pay all applicable infrastructure availability charges, connection fees, extensions of distribution lines costs, service line connection costs and costs related to on-site electrical distribution facilities and customer user fees in accordance with Chapter 38 of the City Code of the CITY.

G8.0 GAS UTILITY SERVICE.

G8.1 The OWNER and DEVELOPER shall accept and continue to take all gas service required for the SUBJECT PROPERTY from the CITY'S gas utility system at the time such service is available.

G8.2 Upon request by OWNER and DEVELOPER, the CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S gas utility system, and shall supply gas service to those structures to the same extent service is provided on a regular basis to the CITY'S other gas customers.

G8.3 The OWNER and DEVELOPER shall pay all applicable infrastructure availability charges, connection fees, extension of distribution lines, service line connections and costs related to on-site gas distribution facilities and customary user fees in accordance with Chapter 38 of the City Code of the CITY.

G9.0 ORDINANCES AND REGULATIONS

G9.1 Ordinances and regulations of the CITY as they exist from time to time are and will remain enforceable for the duration of this Agreement and remain enforceable beyond the duration of this Agreement.

G10.0 NO DISCONNECTION OR DEANNEXATION.

G10.1 Neither the OWNER and DEVELOPER nor any of their successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

G11.0 MODIFICATIONS TO THIS AGREEMENT.

G11.1 If the OWNER and DEVELOPER wish to modify this Agreement, the CITY shall hold the necessary public hearings.

G11.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request of the OWNER and DEVELOPER.

G11.3 This Section shall not be construed to require the CITY to modify this Agreement.

G11.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

G12.0 BINDING EFFECT AND TERM.

G12.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the parties hereto, their successors, lessees, legal representatives or assigns, and upon any successor CITY officials and successor municipalities for a period of twenty (20) years from the date of execution of this Agreement.

G12.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration of this Agreement, unless changed in accordance with applicable law.

G12.3 If the SUBJECT PROPERTY is not annexed to the CITY within one hundred eighty (180) days after this Agreement is executed by the parties, this Agreement shall become null and void without any further action by the CITY.

G13.0 CONTINUING RESPONSIBILITY.

G13.1 If the OWNER and DEVELOPER sell or convey all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER and DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER and DEVELOPER shall be released from such obligations, provided the conditions of subsection G16.2 of this Agreement have been met.

G13.2 No sale or conveyance shall be effective to release either the OWNER or DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNER and DEVELOPER'S obligations contained in this Agreement as required by the CITY ordinance, rule, regulation and/or determination.

G14.0 RECORDING.

G14.1 This agreement shall be recorded with the Recorder of Deeds of Monroe County, Illinois, and the cost of recordation shall be paid by OWNER and DEVELOPER. Proof of recording shall be delivered to the City.

G15.0 SEVERABILITY.

G15.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or any section, subsection, sentence or clause not adjudged to be invalid.

G15.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provision of the

CITY'S ordinances. Any changes to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

G16.0 NOTICES.

G16.1 Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest of either party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the parties specified in the special conditions of this Agreement or any individual or entity substituted according to subsection G19.2 of this Agreement.

G16.2 The parties, or any assignee or successor in interest shall substitute names and addresses for notices as appropriate.

G17.0 GOVERNING LAW AND VENUE.

G17.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Twentieth Judicial Circuit, Monroe County, Illinois and not in any other court.

G18.0 FORCE MAJEURE.

G18.1 Whenever a period of time is provided for in this Agreement for either the CITY or OWNER and DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

G18.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER'S or DEVELOPER'S control" if committed, omitted or caused by OWNER or DEVELOPER, OWNER'S or DEVELOPER'S employees, officers or agents or a subsidiary, affiliate

or parent of OWNER and DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER and DEVELOPER, whether held directly or indirectly.

G19.0 ENFORCEABILITY.

G19.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement. In the event it is necessary for the City to enforce this Agreement, the developer or its successors will reimburse the City any attorney fees or cost incurred.

G20.0 CUMULATIVE REMEDIES.

G20.1 The parties' rights and remedies hereunder shall be cumulative; the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies; and the failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF
SUBJECT PROPERTY**

S1.0 ANNEXATION AND ZONING.

S1.1 A plat of annexation prepared by WGW Engineering, LLC., dated January 7, 2022, which conforms with the statutory requirements is attached hereto as EXHIBIT A, and by this reference, made a part hereof.

S1.2 The Zoning Classification for the SUBJECT PROPERTY to be annexed shall be R1 Single Family Residential, in accordance with Chapter 40 of the City Code of the CITY and as indicated on EXHIBIT D attached hereto and by this reference made a part thereof.

S2.0 TITLE INSURANCE COMMITMENT

S2.1 Owner and Developer will provide a Title Insurance Commitment issued by a reputable Title Insurance Company indicating owner and developer are owners of the premises to be annexed.

S3.0 CONFLICT AND AMBIGUITY

S3.1 To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, either presently existing or hereafter adopted, of the CITY Code, the zoning code, or any other CITY code, ordinance, regulation, or agreement; the terms, provisions, and standards of this Agreement shall govern and control.

S3.2 To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in the General Conditions of this Agreement and the terms, provisions, or standards, contained in the Special Conditions of this Agreement, said Special Conditions shall govern and control.

S4.0 DEDICATION OF PARK LANDS OR PAYMENTS OR FEES IN-LIEU THEREOF.

S4.1 The OWNER AND DEVELOPER will meet the park set-aside or make the park donation by payment of cash in-lieu of land contribution as may be required by ordinance, if any, at the time of presentment of any preliminary plat for part or all of the SUBJECT PROPERTY.

S5.0 FUTURE ROADWAY IMPROVEMENTS.

S5.1 The amount of the OWNER AND DEVELOPER'S obligation to pay for future roadway improvements shall be determined by the CITY before any improvement plans for any platted subdivisions upon the SUBJECT PROPERTY are approved by the CITY.

S6.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

City Hall
100 West Fourth Street
Waterloo, IL 62298

IF TO THE OWNER AND DEVELOPER:

Dennis R. & Virginia L. Brand Trust,
Dennis R. & Virginia L. Brand Trustees
1187 North Moore Street
Waterloo, IL 62298

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

CITY OF WATERLOO

BY: _____
THOMAS SMITH, MAYOR

ATTEST:

MECHELLE CHILDERS, CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by Thomas Smith, Mayor and Mechelle Childers, City Clerk, this 22nd day of February, 2022.

Notary Public

OWNER & DEVELOPER

(Dennis R. & Virginia L. Brand Trust,
Dennis R. & Virginia L. Brand Trustees)

BY: _____
(Dennis R. Brand)

BY: _____
(Virginia L. Brand)

ATTEST:

Nathan Krebel
Nathan Krebel, Subdivision & Zoning Administrator
City of Waterloo, IL

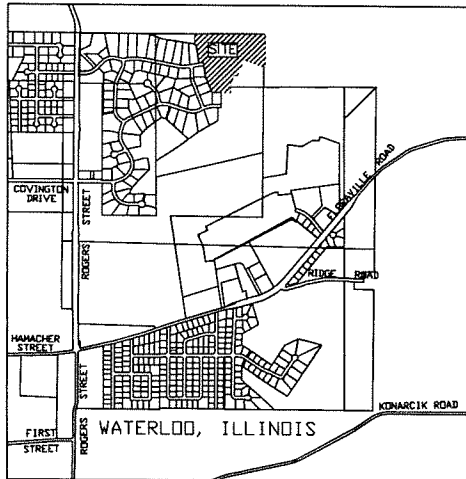
STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by Dennis Brand, Virginia Brand, and Nathan Krebel this 7th day of February, 2022.

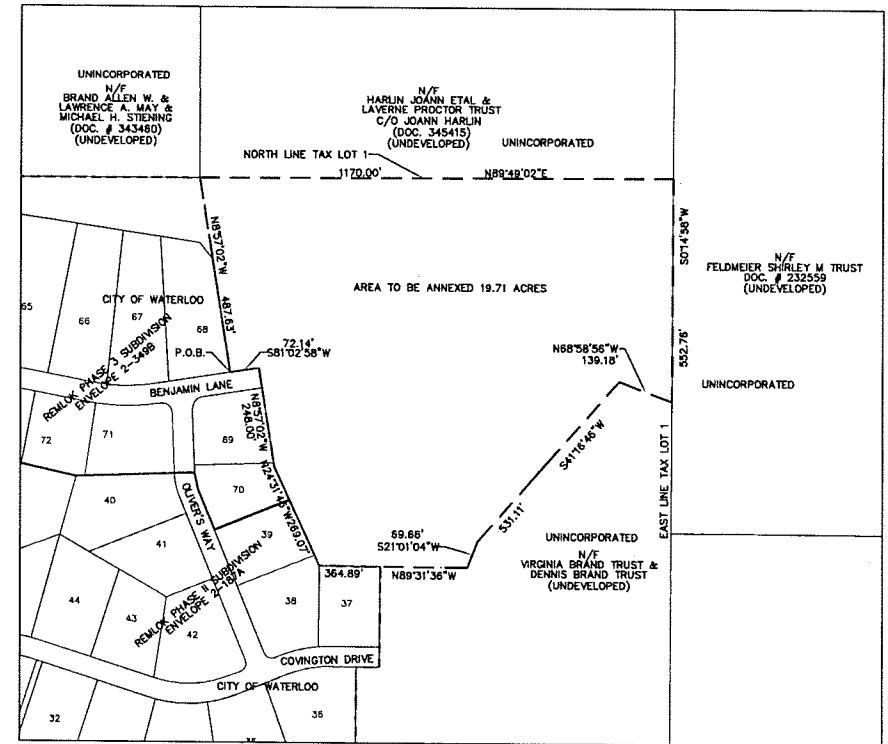
"OFFICIAL SEAL"
LAUREN M. WEBER

Revised : 02/20/09 Notary Public, State of Illinois
My Commission Expires 11/22/23

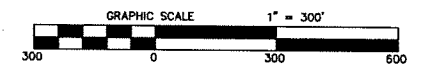
Notary Public



LOCATION MAP



LEGEND	
	PROPERTY LINE
	PROPOSED CITY LIMIT
	EXISTING CITY LIMITS



<p>OWNER:</p> <p>DENNIS R. & VIRGINIA L. BRAND TRUSTS, DENNIS R. & VIRGINIA L. BRAND TRUSTEES 1187 MOORE ROAD WATERLOO, IL 62298 (618) 939-7183</p>	<p>ANNEXATION PLAT A PART OF TAX LOT 1, U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS</p>	<p>ENGINEER:</p> <p>WGW ENGINEERING, LLC. 6800 COUNTRY LANE MASCOUTAH, IL 62258 (618) 304-3035</p>	<p>SURVEYOR:</p> <p>DOUGLAS L. KINZINGER 9542 NEW ATHENS DARMSTADT RD NEW ATHENS, IL 62264 (618) 791-5001</p>	<p>DATE: 1/7/2022</p> <p>SCALE: 1" = 300'</p> <p>SHEET: 1 OF 2</p>
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**ANNEXATION BOUNDARY
LEGAL DESCRIPTION**

PART OF TAX LOT 1 OF U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF LOT 68 OF "REMLOK PHASE 3", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS IN ENVELOPE 2-349B; THENCE ALONG THE EAST LINE OF LOT 68 AND IT'S NORTHERLY EXTENSION NORTH 08 DEGREES 57 MINUTES 02 SECONDS WEST, ON AN ASSUMED BEARING, A DISTANCE OF 487.63 FEET TO A POINT ON THE NORTH LINE OF TAX LOT 1 OF U.S. SURVEY 641, CLAIM 1645 ; THENCE ALONG THE NORTH LINE OF SAID TAX LOT 1 NORTH 89 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 1170.00 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 1; THENCE ALONG THE EAST LINE OF SAID TAX LOT 1 SOUTH 00 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 552.76 FEET TO A POINT; THENCE NORTH 68 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 139.18 FEET TO A POINT; THENCE SOUTH 41 DEGREES 16 MINUTES 46 SECONDS WEST, A DISTANCE OF 531.11 FEET TO A POINT; THENCE SOUTH 21 DEGREES 01 MINUTE 04 SECONDS WEST, A DISTANCE OF 69.66 FEET TO A POINT; THENCE NORTH 89 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 214.89 FEET TO A FOUND CONCRETE MONUMENT ON THE NORTHEAST CORNER OF LOT 37 OF "REMLOK PHASE II", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-187A; THENCE ALONG THE NORTH LINE OF SAID LOT 37 NORTH 89 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 150.00 FEET TO AN IRON PIN FOUND ON THE NORTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE EASTERLY LINES OF LOTS 38 AND 39 OF SAID "REMLOK PHASE II", NORTH 24 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 178.82 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 70 OF "REMLOK PHASE 3" REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-349B; THENCE ALONG THE EAST LINE OF LOT 70 NORTH 24 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 90.25 FEET TO AN IRON PIN; THENCE ALONG THE EAST LINE OF LOTS 70 AND 69 OF SAID REMLOK PHASE 3, AND THE NORTHERLY PROLONGATION OF SAID LINE, NORTH 08 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 248.00 FEET TO A POINT ON THE NORTH LINE OF BENJAMIN LANE (50' WIDE); THENCE ALONG THE NORTH LINE OF BENJAMIN LANE SOUTH 81 DEGREES 02 MINUTES 58 SECONDS WEST, DISTANCE OF 72.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.71 ACRES, MORE OR LESS.

ANNEXATION PLAT

A PART OF TAX LOT 1, U.S. SURVEY 641,
CLAIM 1645, TOWNSHIP 2 SOUTH,
RANGE 9 WEST OF THE THIRD
PRINCIPAL MERIDIAN,
MONROE COUNTY, ILLINOIS

ENGINEER:

WGW ENGINEERING, LLC.

6800 COUNTRY LANE
MASCOUTAH, IL. 62258
(618) 304-3635

SURVEYOR:

DOUGLAS L. KINZINGER

9542 NEW ATHENS DARMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5001

DATE: 1/7/2022

SHEET: 2 OF 2

PETITION FOR ANNEXATION

TO: The Mayor and City Council of the City of Waterloo, Illinois

The petitioner, DENNIS, VIRGINIA BRAND, respectfully states as follows:

1. Petitioner is the sole owner of record of the following described real estate: See Attachment "A".
2. The real estate is not situated within the limits of any municipalities but is contiguous to the City of Waterloo, Illinois.
3. There are no electors residing on the real estate.
4. This petition is submitted subject to the approval of the Annexation Agreement to be entered into between the City of Waterloo and the Petitioner herein.

Petitioner respectfully requests that:

- A. The real estate be annexed to the City of Waterloo by ordinance pursuant to Section 7-1-8 of the Illinois Municipal Code, as amended; and
- B. Such other actions be taken as is appropriate in regard to the real estate.

Dated: This 25th day of JAN., 2022

D. A. Brand, TRUSTEE
Owner & Developer

Virginia Brand, Trustee
Owner

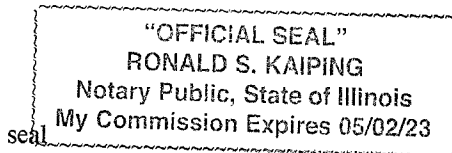
Dennis R Brand and Virginia L Brand
Owner Trust

Page 2

STATE OF ILLINOIS }
 }
COUNTY OF MONROE }

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DENNIS R. BRAND and VIRGINIA L. BRAND personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Owner and Developer, they both signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

SUBSCRIBED and SWORN to before me this 25th day of JANUARY, 2022.



Ronald S. Kaiping
Notary Public

"Attachment A"

Legal Description for Remlok 4th Addition Annexation

PART OF TAX LOT 1 OF U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF LOT 68 OF "REMLOK PHASE 3", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS IN ENVELOPE 2-349B; THENCE ALONG THE EAST LINE OF LOT 68 AND IT'S NORTHERLY EXTENSION NORTH 08 DEGREES 57 MINUTES 02 SECONDS WEST, ON AN ASSUMED BEARING, A DISTANCE OF 487.63 FEET TO A POINT ON THE NORTH LINE OF TAX LOT 1 OF U.S. SURVEY 641, CLAIM 1645 ; THENCE ALONG THE NORTH LINE OF SAID TAX LOT 1 NORTH 89 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 1170.00 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 1; THENCE ALONG THE EAST LINE OF SAID TAX LOT 1 SOUTH 00 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 552.76 FEET TO A POINT; THENCE NORTH 68 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 139.18 FEET TO A POINT; THENCE SOUTH 41 DEGREES 16 MINUTES 46 SECONDS WEST, A DISTANCE OF 531.11 FEET TO A POINT; THENCE SOUTH 21 DEGREES 01 MINUTE 04 SECONDS WEST, A DISTANCE OF 69.66 FEET TO A POINT; THENCE NORTH 89 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 214.89 FEET TO A FOUND CONCRETE MONUMENT ON THE NORTHEAST CORNER OF LOT 37 OF "REMLOK PHASE II", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-187A; THENCE ALONG THE NORTH LINE OF SAID LOT 37 NORTH 89 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 150.00 FEET TO AN IRON PIN FOUND ON THE NORTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE EASTERLY LINES OF LOTS 38 AND 39 OF SAID "REMLOK PHASE II", NORTH 24 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 178.82 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 70 OF "REMLOK PHASE 3" REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-349B; THENCE ALONG THE EAST LINE OF LOT 70 NORTH 24 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 90.25 FEET TO AN IRON PIN; THENCE ALONG THE EAST LINE OF LOTS 70 AND 69 OF SAID REMLOK PHASE 3, AND THE NORTHERLY PROLONGATION OF SAID LINE, NORTH 08 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 248.00 FEET TO A POINT ON THE NORTH LINE OF BENJAMIN LANE (50' WIDE); THENCE ALONG THE NORTH LINE OF BENJAMIN LANE SOUTH 81 DEGREES 02 MINUTES 58 SECONDS WEST, DISTANCE OF 72.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.71 ACRES, MORE OR LESS.

R-1

Single-Family Residence

Permitted Uses.

Growing of plants and trees on a private or commercial basis, provided no retail sales are conducted on the premises.

One-family residences.

Permitted Accessory Uses.

Accommodations for professional servants, caretakers, watchmen, or custodians, but not as a separate detached one-family dwelling on the same lot.

Fences, hedges and walls.

Incinerators for home use, provided such are located on the lot so as not to constitute an unreasonable hazard to dwellings and other buildings on the premises or on adjacent property, and located not less than 15 feet from any dwelling on the premises and not less than ten feet from any other building on the premises.

Keeping of not more than one unoccupied camping trailer.

Off-street loading facilities.

Parking spaces not for gain in addition to minimum off-street parking.

Private: Greenhouses; tool sheds; garages or carports; tennis courts; patios. Private swimming pools.

Storage of pleasure boats.

Temporary construction sheds and temporary buildings for sale or rental offices or show houses for use during construction operations, provided all other regulations of the district are complied with, but in no case shall such office be continued beyond the duration of construction of the project or one year, whichever is greater. However, such time limit may be extended for one year by the Board of Appeals.

Special Use Permits Required.

Any dwelling unit less than 800 square feet.

Cemeteries and mausoleums in conjunction therewith.

Churches and other places of worship, but not including funeral chapels or mortuary chapels.

Day care or nursery schools.

Fire and police stations.

Golf courses of regulation size but not including Par 3 golf courses; and provided that no clubhouse, parking lot or accessory building shall be located nearer than 500 feet to any dwelling unit or other zoning lot.

Governmental uses.

Home occupations. See § 40-4-5.

Hospitals and sanitariums.

Modular buildings, but only as an extension of a special use permit for a public, private or parochial school providing courses of instruction, at elementary and secondary levels in accordance with standards for compulsory education, and only when placed in side or rear yard areas.

Municipal and free private parking lots.

Nursery schools.

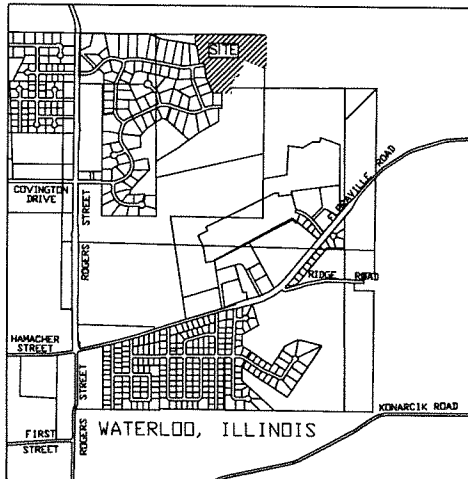
Planned unit developments.

Public libraries, museums, or playgrounds.

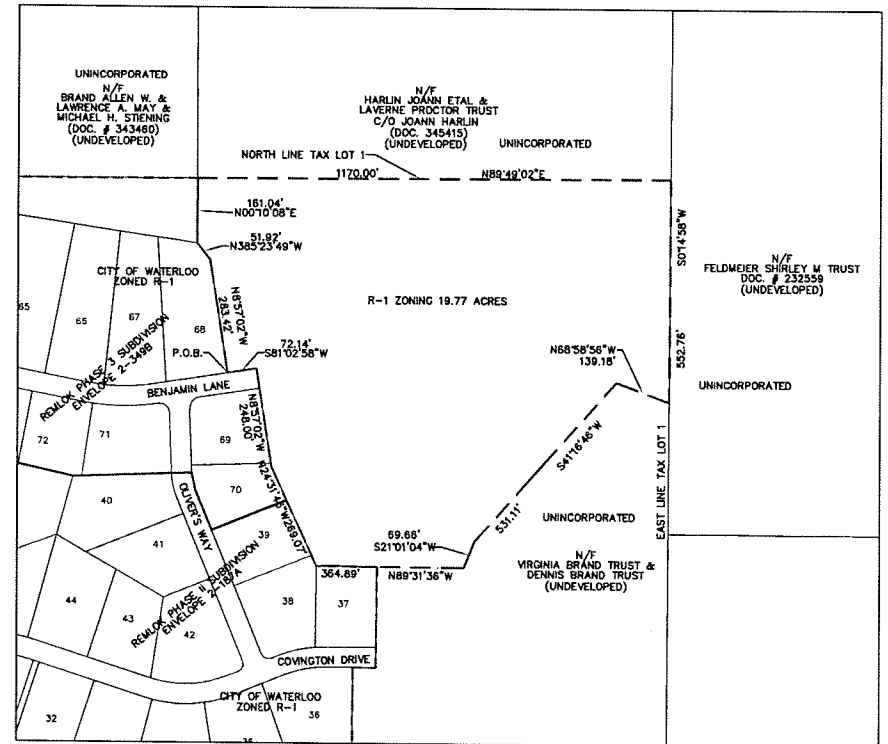
Public, private or parochial schools providing courses of instruction, at elementary and secondary levels in accordance with standards for compulsory education.

Public service uses, including electrical substations, gas regulator stations, lift stations, telephone exchange facilities and other similar uses.

Railroad rights-of-way, not including switching, storage, freight yards, industrial sidings, or classification yards.



LOCATION MAP



**ZONING BOUNDARY
LEGAL DESCRIPTION**

PART OF TAX LOT 1 OF U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF LOT 68 OF "REMLOK PHASE 3", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS IN ENVELOPE 2-349B; THENCE ALONG THE EAST LINE OF LOT 68 THE FOLLOWING TWO CALLS, NORTH 08 DEGREES 57 MINUTES 02 SECONDS WEST, ON AN ASSUMED BEARING, A DISTANCE OF 283.42 FEET TO A POINT; THENCE NORTH 38 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 51.92 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ALLEN W. BRAND, ETAL BY DOCUMENT 393789 AS RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS; THENCE ALONG THE EAST LINE OF SAID BRAND TRACT, NORTH 00 DEGREES 10 MINUTES 08 SECONDS EAST, A DISTANCE OF 161.04 FET TO THE NORTHEAST CORNER OF SAID BRAND TRACT, ALSO BEING ON THE NORTH LINE OF TAX LOT 1 OF U.S. SURVEY 641, CLAIM 1645 ; THENCE ALONG THE NORTH LINE OF SAID TAX LOT 1 NORTH 89 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 1170.00 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 1; THENCE ALONG THE EAST LINE OF SAID TAX LOT 1 SOUTH 00 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 552.76 FEET TO A POINT; THENCE NORTH 68 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 139.18 FEET TO A POINT; THENCE SOUTH 41 DEGREES 16 MINUTES 46 SECONDS WEST, A DISTANCE OF 531.11 FEET TO A POINT; THENCE SOUTH 21 DEGREES 01 MINUTE 04 SECONDS WEST, A DISTANCE OF 69.66 FEET TO A POINT; THENCE NORTH 89 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 214.89 FEET TO A FOUND CONCRETE MONUMENT ON THE NORTHEAST CORNER OF LOT 37 OF "REMLOK PHASE II", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-187A; THENCE ALONG THE NORTH LINE OF SAID LOT 37 NORTH 89 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 150.00 FEET TO AN IRON PIN FOUND ON THE NORTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE EASTERLY LINES OF LOTS 38 AND 39 OF SAID "REMLOK PHASE II", NORTH 24 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 178.82 FEET TO AN IRON PIN FOUND AT THE SOUTHEST CORNER OF LOT 70 OF "REMLOK PHASE 3" REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-349B; THENCE ALONG THE EAST LINE OF LOT 70, NORTH 24 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 90.25 FEET TO A FOUND IRON PIN; THENCE ALONG THE EAST LINE OF LOTS 70 AND 69 OF SAID REMLOK PHASE 3, AND THE NORTHERLY PROLONGATION OF SAID LINE, NORTH 08 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 248.00 FEET TO A POINT ON THE NORTH LINE OF BENJAMIN LANE (50' WIDE); THENCE ALONG THE NORTH LINE OF BENJAMIN LANE SOUTH 81 DEGREES 02 MINUTES 58 SECONDS WEST, DISTANCE OF 72.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.77 ACRES, MORE OR LESS.

ZONING PLAT A PART OF TAX LOT 1, U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS	ENGINEER: WGW ENGINEERING, LLC. 6800 COUNTRY LANE MASCOUTAH, IL. 62258 (618) 304-3635	SURVEYOR: DOUGLAS L. KINZINGER 9542 NEW ATHENS DARMSTADT RD NEW ATHENS, IL 62264 (618) 791-5001	DATE: 1/7/2022 SHEET: 2 OF 2
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AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
February 22, 2022
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1840 Authorizing the Annexation and
Zoning of Property owned by the Dennis R. and Virginia L. Brand Trust comprising
of 19.71 acres, more or less, contiguous to the Corporate Boundaries of the City of
Waterloo, IL.

3. Relief or action to be requested:
Approval.

4. Submittal date: 02-08-22

Submitted by: _____
Nathan Krebel, Subdivision & Zoning Administrator

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____



Mayor

ORDINANCE NO. 1840

AN ORDINANCE APPROVING THE ANNEXATION AND ZONING OF PROPERTY OWNED BY THE DENNIS R. AND VIRGINIA L. BRAND TRUST COMPRISING OF 19.71 ACRES, MORE OR LESS, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF WATERLOO, IL.

WHEREAS, a written petition signed by the legal owner of record of all land within the territory hereinafter described has been filed with the City Clerk of the City of Waterloo, Illinois requesting that said territory be annexed to the City of Waterloo, Illinois; and

WHEREAS, there are no electors residing in said territory; and

WHEREAS, said territory is situated in Monroe County, Illinois and is not within the corporate limits of any municipality but is contiguous to the City of Waterloo, Illinois; and

WHEREAS, legal notices regarding the intention of the City of Waterloo, Illinois to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the office of the Recorder of Deeds of Monroe County, Illinois; and

WHEREAS, the legal owner of record of said territory and the City of Waterloo have entered into a valid and binding Annexation Agreement relating to such territory; and

WHEREAS, petition by the owner, and all documents and other necessary legal requirements are in full compliance with the terms of said Annexation Agreement and with the Statutes of the State of Illinois, specifically 65 ILCS 5/7-1-8; and

WHEREAS, it is in the best interests of the City of Waterloo, Illinois that the territory be annexed and zoned as requested.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Waterloo, Illinois as follows:

SECTION ONE. That the following territory situated in the County of Monroe in the State of Illinois, being described and indicated on an accurate map of the annexed territory (which is appended hereto as Exhibit A and is made a part this ordinance) is hereby annexed to the City of Waterloo, Illinois.

SECTION TWO. The aforesaid parcel of land is hereby zoned "R-1" Single Family Residential as shown on an accurate map, which is appended hereto as Exhibit B.

SECTION THREE. That the City Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with an accurate map of the territory to be annexed, which is appended hereto as Exhibit A.

SECTION FOUR. That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 22nd day of February, 2022, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

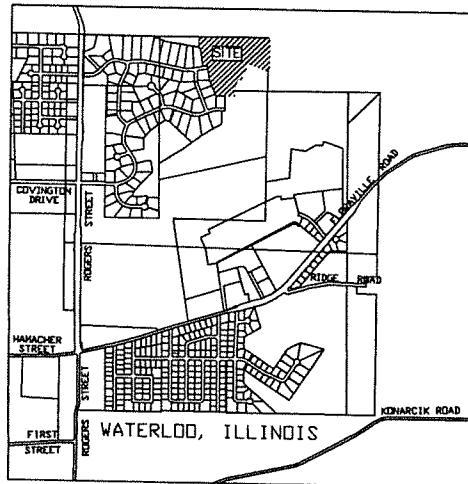
APPROVED by me this 22nd day of
February, 2022.

THOMAS SMITH, Mayor
City of Waterloo, Illinois

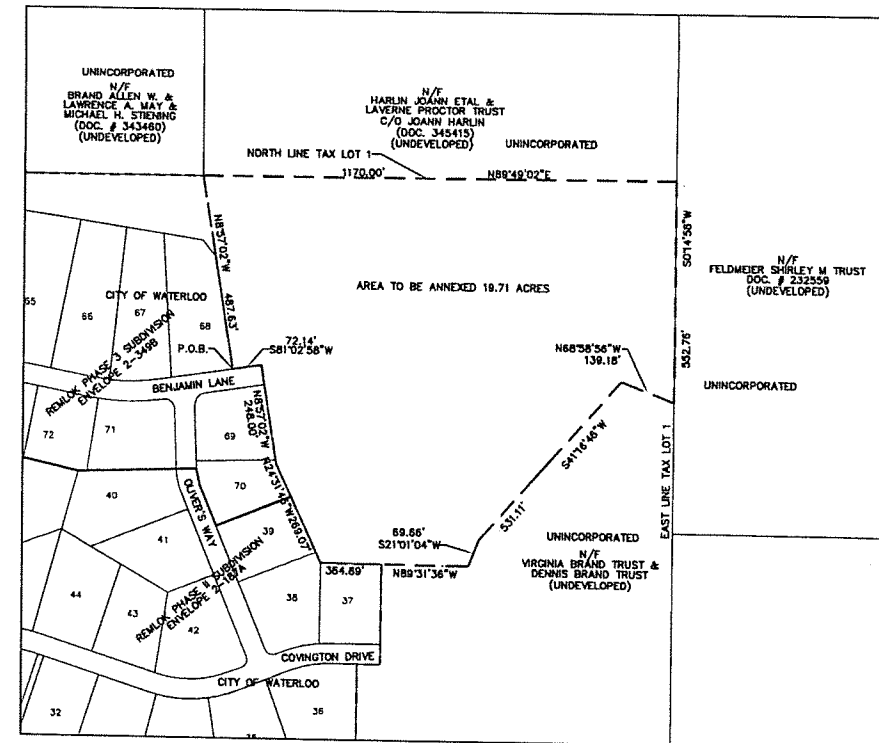
ATTESTED, Filed in my office, and
published in pamphlet form.

MECHELLE CHILDERS, City Clerk
City of Waterloo, Illinois

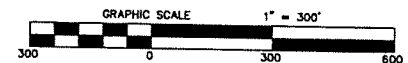
Exhibit "A" page 1 of 2



LOCATION MAP



LEGEND	
	PROPERTY LINE
	PROPOSED CITY LIMIT
	EXISTING CITY LIMITS



<p>OWNER:</p> <p>DENNIS R. & VIRGINIA L. BRAND TRUSTS, DENNIS R. & VIRGINIA L. BRAND TRUSTEES 1187 MOORE ROAD WATERLOO, IL 62298 (618) 939-7183</p>	<p>ANNEXATION PLAT</p> <p>A PART OF TAX LOT 1, U.S. SURVEY 641 CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS</p>	<p>ENGINEER:</p> <p>WGW ENGINEERING, LLC. 6800 COUNTRY LANE MASCOUTAH, IL 62258 (618) 304-3635</p>	<p>SURVEYOR:</p> <p>DOUGLAS L. KINZINGER 9542 NEW ATHENS DARMSTADT RD NEW ATHENS, IL 62264 (618) 791-5001</p>	<p>DATE: 1/7/2022</p> <p>SCALE: 1" = 300'</p> <p>SHEET: 1 OF 2</p>
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**ANNEXATION BOUNDARY
LEGAL DESCRIPTION**

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ANNEXATION PLAT
A PART OF TAX LOT 1, U.S. SURVEY 641,
CLAIM 1645, TOWNSHIP 2 SOUTH,
RANGE 9 WEST OF THE THIRD
PRINCIPAL MERIDIAN,
MONROE COUNTY, ILLINOIS

ENGINEER:
WGW ENGINEERING, LLC.

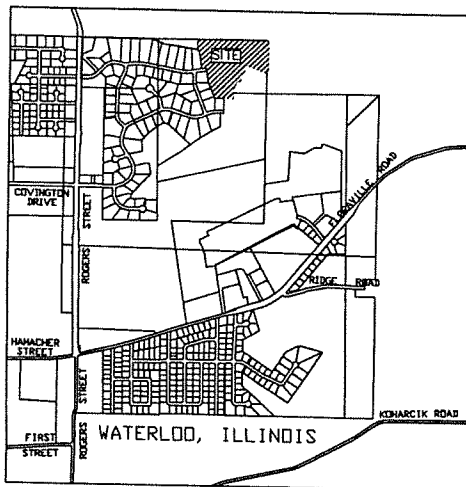
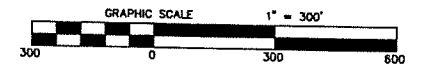
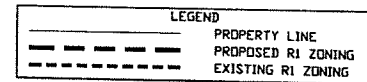
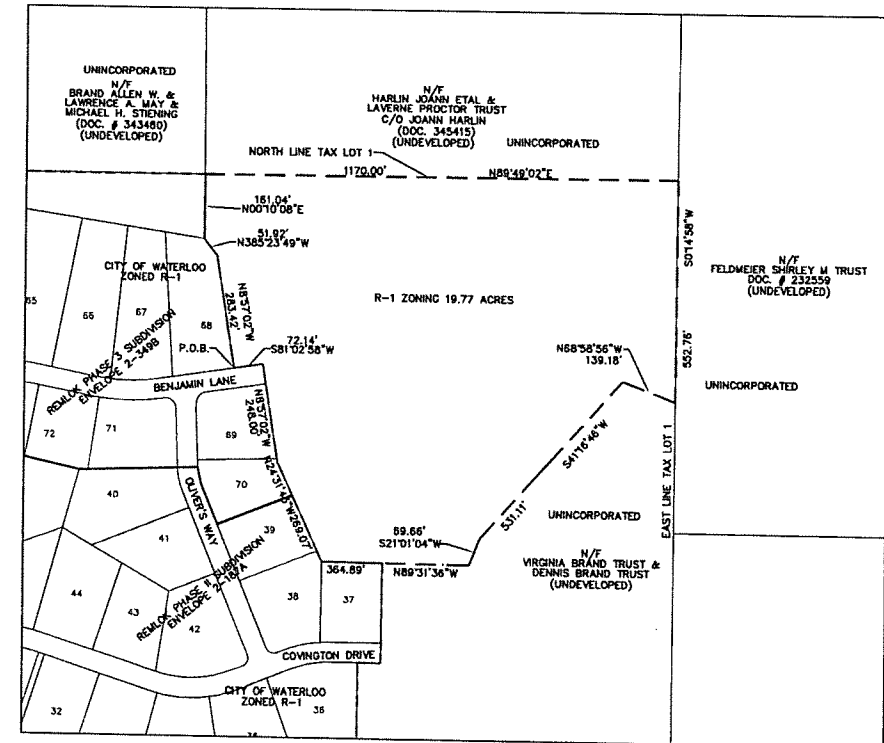
6800 COUNTRY LANE
MASCOUTAH, IL. 62258
(618) 304-3635

SURVEYOR:
DOUGLAS L. KINZINGER

9542 NEW ATHENS DARMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5001

DATE: 1/7/2022

SHEET: 2 OF 2



LOCATION MAP

OWNER:
DENNIS R. & VIRGINIA L.
BRAND TRUSTS,
DENNIS R. & VIRGINIA L.
BRAND TRUSTEES
1187 MOORE ROAD
WATERLOO, IL 62298
(618) 919-7183

ZONING PLAT
A PART OF TAX LOT 1, U.S. SURVEY 641
CLAIM 1645, TOWNSHIP 2 SOUTH,
RANGE 9 WEST OF THE THIRD
PRINCIPAL MERIDIAN,
MONROE COUNTY, ILLINOIS

ENGINEER:
WGW ENGINEERING, LLC.
6800 COUNTRY LANE
MASCOUTAH, IL 62258
(618) 304-3635

SURVEYOR:
DOUGLAS L. KINZINGER
9342 NEW ATHENS DARMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5001

DATE:	1/7/2022
SCALE:	1" = 300'
SHEET:	1 OF 2

**ZONING BOUNDARY
LEGAL DESCRIPTION**

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ZONING PLAT

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CLAIM 1645, TOWNSHIP 2 SOUTH,
RANGE 9 WEST OF THE THIRD
PRINCIPAL MERIDIAN,
MONROE COUNTY, ILLINOIS

ENGINEER:

WGW ENGINEERING, LLC.

6800 COUNTRY LANE
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SURVEYOR:

DOUGLAS L. KINZINGER

9542 NEW ATHENS DARMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5001

DATE: 1/7/2022

SHEET: 2 OF 2

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
February 22, 2022
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ad to be placed in the Tourism Times
Spring/Summer Issue in the amount of \$700.00 to be paid out of the Hotel/Motel
Tax Fund.
3. Relief or action to be requested:
Approval.
4. Submittal date: February 14, 2022

Submitted by:
Sarah Deutch

DISPOSITION

5. Matter to be placed on agenda for meeting date requested.
 Matter to be placed on agenda for meeting to be held on
 Matter referred to



Mayor

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
February 22, 2022
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of a Preliminary Plat for Remlok Phase 4
located at the east end of Benjamin Lane.

3. Relief or action to be requested:
Approval.

4. Submittal date: 02-08-22

Submitted by: _____
Nathan Krebel, Subdivision & Zoning Administrator

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____


Mayor

THOMAS G. SMITH, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



Nathan Krebel
Zoning Administrator
Subdivision Administrator
100 West Fourth Street
Waterloo, Illinois 62298
(618) 939-8600 ext. 212

Memorandum

To: Mayor Smith & City Council
From: Nathan Krebel
Date: 2/18/2022
Re: Remlok Phase 4 Preliminary Plat

Dennis & Virginia Brand are requesting approval from City Council to accept the Preliminary Plat for Remlok Phase 4. The Public Works Department, Zoning Department, and HMG reviewed and approved. Planning Commission also gave a positive recommendation at their February 14th meeting. I recommend approval of the Remlok Phase 4 Preliminary Plat.

Respectfully,

A handwritten signature in cursive script that reads "Nathan Krebel".

Nathan Krebel
Zoning/Subdivision Administrator

Waterloo Planning Commission Advisory Report

Petition Number: P-22-02-02

Type of Petition: **Special Use Permit / Zoning Text Amendment /** PREMIUM PLAT REVIEW
(other)

As per Section 40-9-4 of the Waterloo Municipal Code

The effect the proposal would have on the City's Comprehensive Plan: positive

The effect the proposal would have on the health, welfare, safety, morals and comfort of area residents:

positive

The effect the proposal would have on schools, traffic, streets, shopping, public utilities and adjacent properties:

positive

Other legal requirements or considerations: _____

As per Section 40-9-7 of the Waterloo Municipal Code

Is the proposal necessary for public convenience at this location?

*not necessary but a good use of the
property*

Is the proposal designed, located and proposed to be operated so that the public health, safety, and welfare will be protected?

yes

Will the proposal cause substantial injury to the value of other property in the neighborhood in which it is located?

no

Will the proposal be detrimental to the essential character of the district in which it is located?

no

The Planning Commission gives this petition a

Favorable Recommendation
(with modifications as outlined below)

Unfavorable Recommendation
(for the reasons explained herein)

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

1.) Planning Commission still recommends a comprehensive drainage study to understand effects of new developments

2) ensure detention areas are appropriately high relative to the creek 100 yr flood elevation

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REMLOK PHASE 4

PRELIMINARY PLAT

A PART OF TAX LOT 1, U.S. SURVEY 641, CLAIM 1645, T2 S., R. 9 W.
OF THE 3RD P.M., MONROE COUNTY, IL.

LEGAL DESCRIPTION

PART OF TAX LOT 1 OF U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF LOT 68 OF "REMLOK PHASE 3", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-349B; THENCE ALONG THE EAST LINE OF LOT 68 THE FOLLOWING TWO CALLS, NORTH 08 DEGREES 57 MINUTES 02 SECONDS WEST, ON AN ASSUMED BEARING, A DISTANCE OF 283.42 FEET TO A POINT; THENCE NORTH 38 DEGREES 23 MINUTES 49 SECONDS WEST, A DISTANCE OF 31.92 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ALLEN W. BRAND, ETAL BY DOCUMENT 93799 AS RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS, THENCE ALONG THE EAST LINE OF SAID BRAND TRACT, NORTH 00 DEGREES 10 MINUTES 08 SECONDS EAST, A DISTANCE OF 161.04 FEET TO THE NORTHEAST CORNER OF SAID BRAND TRACT, ALSO BEING ON THE NORTH LINE OF TAX LOT 1 OF U.S. SURVEY 641, CLAIM 1645; THENCE ALONG THE NORTH LINE OF SAID TAX LOT 1 NORTH 89 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 1170.00 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 1; THENCE ALONG THE EAST LINE OF SAID TAX LOT 1 SOUTH 00 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 452.76 FEET TO A POINT; THENCE NORTH 68 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 130.18 FEET TO A POINT; THENCE SOUTH 41 DEGREES 16 MINUTES 46 SECONDS WEST, A DISTANCE OF 331.11 FEET TO A POINT; THENCE SOUTH 21 DEGREES 01 MINUTE 04 SECONDS WEST, A DISTANCE OF 69.66 FEET TO A POINT; THENCE NORTH 89 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 214.89 FEET TO A FOUND CONCRETE MONUMENT ON THE NORTHEAST CORNER OF LOT 37 OF "REMLOK PHASE 1", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-487A; THENCE ALONG THE NORTH LINE OF SAID LOT 37 NORTH 89 DEGREES 31 MINUTES 36 SECONDS WEST, A DISTANCE OF 180.00 FEET TO A FOUND IRON PIN FOUND ON THE NORTHWEST CORNER OF SAID LOT 37; THENCE ALONG THE EASTERLY LINES OF LOTS 38 AND 39 OF SAID "REMLOK PHASE 1", NORTH 24 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 178.92 FEET TO A FOUND IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 70 OF "REMLOK PHASE 3", REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS, IN ENVELOPE 2-349B; THENCE ALONG THE EAST LINE OF LOT 70, NORTH 24 DEGREES 31 MINUTES 45 SECONDS WEST, A DISTANCE OF 99.25 FEET TO A FOUND IRON PIN; THENCE ALONG THE EAST LINE OF LOTS 70 AND 69 OF SAID REMLOK PHASE 3, AND THE NORTHERLY PROLONGATION OF SAID LINE, NORTH 08 DEGREES 37 MINUTES 02 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF BENJAMIN LANE (50' WIDE); THENCE ALONG THE NORTH LINE OF BENJAMIN LANE SOUTH 74 DEGREES 02 MINUTES 58 SECONDS WEST, A DISTANCE OF 72.14 FEET TO THE POINT OF BEGINNING, AND CONTAINING 19.77 ACRES, MORE OR LESS.

NOTES

- ZONING CLASSIFICATION R-4
- ZONING DISTRICT COMMUNITY UNIT DISTRICT 5
- ALL BOUNDARY LINES NOT SHOWN SHALL CONFORM TO PRESENT ZONING REQUIREMENTS FOR R-4 OR THE DISTRICT THEY ARE LOCATED IN.
- ALL EASEMENTS ARE FOR MINUTY AND PUBLIC UTILITIES SERVICE AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED.
- ALL OPENING GROUNDS ARE DEDICATED FOR MINUTY AND PUBLIC UTILITY AND DRAINAGE USES AND PURPOSES AND FOR OTHER USES AND PURPOSES DETERMINED BY THE BOARD OF ZONING ADJUSTMENT THAT DO NOT INTERFERE WITH THE USE THEREOF FOR MINUTY AND PUBLIC UTILITY AND DRAINAGE USES AND PURPOSES.

FLOOD HAZARD CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT ENGINEERING STUDIES HAVE SHOWN THAT DESIGN PROPOSALS WILL TRANSFER DRAINAGE OF SURFACE WATERS AND DIVERSIONS HAVE BEEN MADE FOR VALIDATION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR AREAS WHERE THE SURF THERE HAS A RIGHT TO USE, AND SUCH SURFACE WATERS HAVE BEEN PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJACENT PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION. WE ALSO HEREBY CERTIFY THAT NO SPECIAL FLOOD HAZARD AREA HAS BEEN IDENTIFIED FOR THE SUBDIVISION AREAS, BY FEMA OR ANY OTHER AGENCY, AND NO GUARANTEE IS IMPLIED THAT THE PROPERTY ENCOMPASSED BY THIS PLAT IS NOT SUBJECT TO A FLOOD.

WAYNE D. WALLER, P.E.
ILLINOIS P.E. NO. 060-00294
LICENSE EXPIRATION DATE: 11-30-2024

DENNIS R. BRAND
TRUSTEE

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT, AT THE REQUEST OF DENNIS R. BRAND, I HAVE SURVEYED AND PLATTED "REMLOK PHASE 4", BEING A SUBDIVISION OF A PART OF TAX LOT 1, U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, THIS PROFESSIONAL SERVICE CONFORMS TO CURRENT STANDARD STANDARDS AS SET BY ILLINOIS STATE STATUTE.

DOUGLAS L. KINZINGER, PLS.
I.P.L.S. # 0400179

EXPIRATION DATE OF LICENSE: 11/30/2027
IT IS NOT WARRANTED THAT THIS PLAT CONTAINS COMPLETE INFORMATION REGARDING DEEDS, EASEMENTS, RIGHTS OF WAY, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
(PS
COUNTY OF MONROE)

WE, DENNIS R. AND VIRGINIA L. BRAND TRUST, DENNIS R. AND VIRGINIA L. BRAND TRUSTS, OWNERS IN FEE OF PART OF THE PROPERTY ENCOMPASSED BY THIS PLAT, HEREBY ACKNOWLEDGE THIS PLAT TO BE OUR FREE VOLUNTARY ACT AND DEED AND DEDICATE TO THE PUBLIC USE THE EASEMENTS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF MINUTY AND PUBLIC UTILITIES SERVICE AND DRAINAGE, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD UNDER THE STATE OF ILLINOIS WITH REGARD TO THE AREAS SO DEDICATED. THE EASEMENTS SHOWN HEREON ARE THE EASEMENTS LINES TO BE REFERRED TO IN ALL CONVEYANCES OF LOTS IN THIS SUBDIVISION AND IT IS HEREBY AND ASSURED TO THE PUBLIC AND RIGHT OF THE STATE AND COUNTY AFORESAID TO HEREBY CERTIFY THAT THE EASEMENTS OF THIS PLAT SHALL BE A REPRESENTATION AND WARRANTY THAT THE PLAT IS TRUE AND CORRECT IN ALL RESPECTS AND WILL FOREVER PROTECT AND FULLY INDENTIFY THE CITY AND PUBLIC UTILITY OR OTHER PERSON OR ENTITY IDENTIFIED BY ANY EASEMENTS OR RIGHT-OF-WAY SHOWN ON THIS PLAT FROM ANY CLAIM, INCLUDING ANY ATTORNEY OR PROFESSIONAL FEE INCURRED AS A RESULT OF RELIANCE UPON THE PLAT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS ON THIS _____ DAY OF _____, 20____.

DENNIS R. BRAND, TRUSTEE

VIRGINIA L. BRAND, TRUSTEE

NOTARY PUBLIC

STATE OF ILLINOIS)
(PS
COUNTY OF MONROE)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT DENNIS R. BRAND, PERSONALLY KNOWN TO ME AND WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS TRUSTEE OF THE PROPERTY ENCOMPASSED BY THIS PLAT, AND HAS APPEARED IN PERSON BEFORE ME AND VOLUNTARILY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS WITH REGARD TO AREAS SO DEDICATED.

GIVEN UNDER MY HAND AND NOTARIAL SEAL ON THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

911 COORDINATOR APPROVAL

THIS PLAT OF SUBDIVISION IS APPROVED BY THE CITY COUNCIL OF 911 IN MONROE COUNTY, ILLINOIS ON THIS _____ DAY OF _____, 20____.

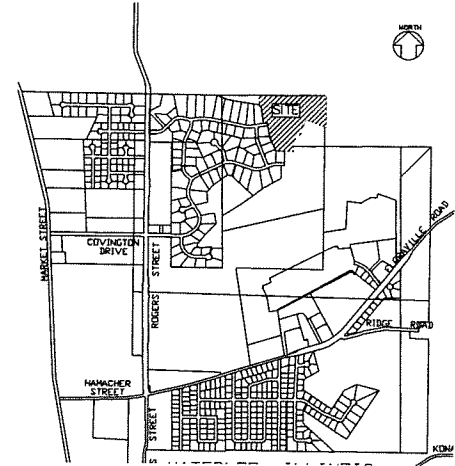
911 COORDINATOR - WATERLOO, ILLINOIS

CITY APPROVAL

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF WATERLOO, ILLINOIS

Mayor

City Clerk



DEVELOPER
D & A BUILDERS
1187 North Moore Street
Waterloo, IL 62298
(618) 929-7183
Contact: Dennis Brand

ENGINEER
WGW ENGINEERING, LLC
WAYNE G. WALLER, P.E.
6800 COUNTRY LANE
MASCOUTAH, IL 62258
(618) 354-4653

IDPR - PROFESSIONAL DESIGN FIRM LICENSE
NUMBER 184-004737 EXPIRES 30 APRIL 2023.

OWNERS
DENNIS R. AND VIRGINIA L. BRAND,
TRUSTS
DENNIS R. AND VIRGINIA L. BRAND
TRUSTS
1187 NORTH MOORE STREET
WATERLOO, IL 62298
(618) 929-7183

SURVEYOR
DOUGLAS L. KINZINGER, P.L.S., P.E.
9542 NEW ATHENS DAMMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5001
IPLS #35-003179
EXPIRES 11/30/2022

SITE BENCHMARK

MONUMENT #1701 @ APPROXIMATELY
9.3 FEET SOUTH OF THE NORTHWEST
CORNER OF LOT 69 OF "REMLOK PHASE
3".

N: 614600.56
E: 2364947.84
ELEV: 624.70 (NAVD 88)

GROSS AREA = 18.77 AC
ROW AREA = 0.84 AC
NET LOT AREA = 18.93 AC

Prepared For:
D & A BUILDERS
1187 N. MOORE ST
WATERLOO, IL 62298
(618) 929-7183

ENGINEER:
WGW ENGINEERING,
LLC
WAYNE G. WALLER, P.E.
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SURVEYOR:
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9542 NEW ATHENS DAMMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5001

Seal

Lie Exp

REMLOK PHASE 4
PRELIMINARY PLAT

Revisions

Drawn By:
WGW

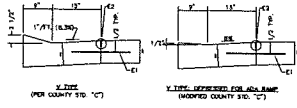
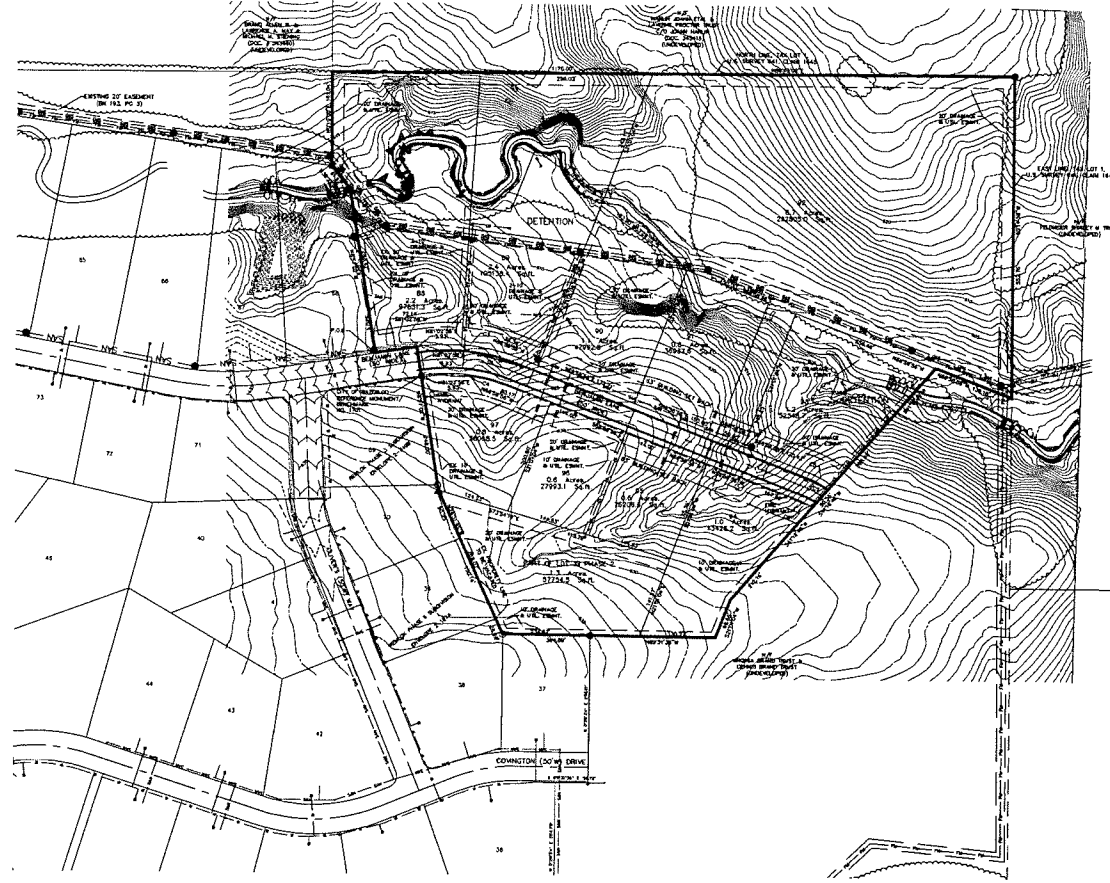
Checked By:
DLK

Date:
01/25/2022

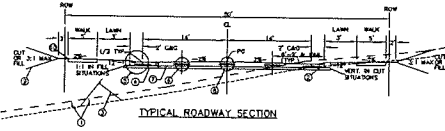
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1 OF 2

REMLOK PHASE 4 PRELIMINARY PLAT

A PART OF TAX LOT 1, U.S. SURVEY 641, CLAIM 1645, T.2 S., R. 9 W.
OF THE 3RD P.M., MONROE COUNTY, IL.



E1 = NO. 6 RE BAR, 14" LONG
ALL 14" CTS PER 100' STD. SPACING
AND A BARS SHALL NOT BE BENT.
ON NO. 6 BARS CAN BE 14" CTS.
E2 = 14" RE BAR, 14" LONG
E3 = 14" RE BAR, 14" LONG
JOINT REBAR PER JOINT OF
14" CTS. OR APPROVED EQUAL.
IF JOINT IS PLACED SEPARATELY
FROM EXISTING LANE, SANDWICH
AND CEMENT MUST BE USED.
IF JOINT IS PLACED TO RETURN
PAVEMENT, ADD 2" OF 1/2"
UNDER C&G REDUCED TO 1/2".
JOINTS MUST BE PLACED SEPARATELY.
SHALL BE CLASS "B" CONCRETE.



- NOTES:
1. TOPSOIL REMOVAL (DEPTH AS REQUIRED BY SOILS INVESTIGATION)
 2. EARTH EXCAVATION (CAN BE USED FOR STRUCTURAL EARTH FILL OR EMBANKMENT)
 3. COMPACTED STRUCTURAL EARTH FILL (SPECIAL REQUIREMENTS PER SOILS INVESTIGATION)
 4. BASE COURSE SHALL BE ONE OF TWO OPTIONS:
OPTION A: AGGREGATE BASE COURSE, TYPE A OR B, 1" (MIN) OR 1" (MAX) UNIFORM SOILS (MIN) OR DEPTH AS REQUIRED BY SOILS INVESTIGATION.
OPTION B: AGGREGATE BASE COURSE, TYPE A OR B, 1" (MIN) OVER SURFACE OF C&G AGGREGATE, 1" (MIN)
 5. TYPICAL CURB PER DETAILS
 6. SANDED LONGITUDINAL JOINT (SEE "SANDED LONGITUDINAL JOINT" DETAIL REGARDING BAR PLACEMENT. IF EITHER SIDE OF JOINT IS PAVED SEPARATELY, SANDST AND SEALANT NOT REQUIRED)
 7. PAVEMENT SHALL BE ONE OF TWO OPTIONS:
OPTION A: PORTLAND CEMENT CONCRETE PAVEMENT, 1" (MIN) CLASS "B" CONCRETE, TYPE B PAVED PER STD. SPECS. ALL PAVEMENT LEFT (RIGHT) OF THE JOINT MAY BE PAVED IN A SINGLE EXCAVATION. FILLING EXCAVATION MONITORING THE JOINT WITH A SHOULDER DOWEL. WILL NOT BE ALLOWED.
OPTION B: BITUMINOUS CONCRETE SURFACE COURSE, MIXTURE "C", 1-1/2" (MIN) PER STD. SPECS. OVER BITUMINOUS CONCRETE BINDER COURSE, 1-1/2" (MIN) OVER 3" MIN. BITUMINOUS BASE COURSE, A PRIME COAT (PER STD. SPECS.)
 8. SANDED LONGITUDINAL JOINT (SEE "SANDED LONGITUDINAL JOINT" DETAIL REGARDING BAR PLACEMENT. PAVT. OTHER SIDE OF JOINT MUST BE PAVED SEPARATELY IF A SANDST/SEALANT IS NOT REQUIRED)
 9. EMBANKMENT (CAN BE TOPSOIL REMOVAL OR EARTH EXCAVATION MATERIAL)
 10. PORTLAND CEMENT CONCRETE SIDEWALK, 1" (MIN), CLASS "B" CONCRETE PER STD. SPECS. (SEE APPLICABLE ORDINANCES REGARDING USE OF THICKER, 4" (MIN) SIDEWALK AND REINFORCEMENT THROUGH DRIVEWAYS)

ITEM	DATE	DESCRIPTION
1	01/25/2022	REVISION 1: CORRECTED EASEMENT LINE
2	01/25/2022	REVISION 2: CORRECTED EASEMENT LINE
3	01/25/2022	REVISION 3: CORRECTED EASEMENT LINE
4	01/25/2022	REVISION 4: CORRECTED EASEMENT LINE
5	01/25/2022	REVISION 5: CORRECTED EASEMENT LINE
6	01/25/2022	REVISION 6: CORRECTED EASEMENT LINE
7	01/25/2022	REVISION 7: CORRECTED EASEMENT LINE
8	01/25/2022	REVISION 8: CORRECTED EASEMENT LINE
9	01/25/2022	REVISION 9: CORRECTED EASEMENT LINE
10	01/25/2022	REVISION 10: CORRECTED EASEMENT LINE

NORTH
SCALE 1" = 100'

LEGEND	
▲	FIRE HYDRANT
○	WATER VALVE
—	CURB INLET
—	MANHOLE/OUTFALL
—	STORM SEWER
—	SANITARY SEWER
—	WATER LINE
—	BUILDING LINE
—	CENTERLINE ROAD
—	EASEMENT
—	LOT LINE
▲	RENT IRON PIN FOUND
●	CONC. MON. FOUND
●	IRON PIN W/CAP FOUND
●	IRON PIN FOUND

Prepared For:
D&A BUILDERS
1875 N. MOORE ST.
WATSON CO., IL 62294
(618) 795-7110

ENGINEER:
WGW ENGINEERING, LLC
5800 CENTRE LANE
SAVANNAH, IL 62284
(618) 795-7110

SURVEYOR:
DOUGLAS L. KINZINGER
9542 NEW ATHENS DR. N. W. 10284
NEW ATHENS, IL 62284
(618) 795-5901

Scale

Lic Exp

REMLK PHASE 4
PRELIMINARY PLAT

Revisions:

Drawn By:
WGW

Checked By:
DLK

Date:
01/25/2022

PP-2.0
2 OF 2