

**AGENDA**  
**ADMINISTRATION COMMITTEE MEETING**

**201 W. DIGGINS ST.**

**March 13, 2024 – 6:30 pm**

1. Roll Call
2. Public Comments
3. Contract - Maguire Iron Water Tower Asset Management Program
4. FOP Equipment Donation
5. Tree City USA
  - Tree City USA Application
  - Tree Board
  - Arbor Day Proclamation
6. Discussion Video Gaming Fees
7. Planning & Zoning Commission Recommendation/Backyard Chickens
8. New Business
9. Adjourn

March 10, 2024

To: Harvard Administration Committee members  
City Administrator Leone  
Superintendent Grant

From: Lisa Haderlein

Re: March 13 Admin Committee Agenda Items

### **Chickens**

I wanted to share a couple of helpful documents that Alderman Gorman drafted regarding the chicken ordinance.

The first is titled "Chicken Issues to Resolve." We will start here as it provides a helpful order of issues for us to resolve sequentially.

The second is titled "Added Standards..." and provides comprehensive language that covers every aspect of backyard chicken regulations we might want to include in the ordinance should we decide to adopt one.

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### **Water Tower Maintenance**

I was very concerned by the information that the gentleman from the Painters Union provided about Maguire Iron. He provided information related to safety as well as deceptive practices regarding employee pay.

These are the questions I have:

1. Have we sought information from the US Department of Labor, Illinois Department of Labor or other appropriate agencies regarding violations of the Davis-Bacon Act, prevailing wage laws, or workplace safety regulations related to Maguire Iron?
2. What is the status of the cases that were brought to our attention? How were they addressed, and how were they resolved?
3. Is there a way to draft a contract to guard against the problems that have been reported to us?
4. If so, would it have any impact on the contract costs?
5. How many quotes did we seek for the work?

If staff can be prepared to answer these questions, that would be very helpful.

Thank you.



# City of Harvard Memo

**To:** Administration Committee  
**From:** Lou Leone  
**CC:** Mayor Kelly  
**Date:** March 13, 2024  
**RE:** Maguire Iron Water Tower Maintenance Agreement

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During the February 27<sup>th</sup> City Council Meeting, David Headley brought his concerns about the pending Maguire Iron Water Tower Maintenance Agreement. He provided information regarding certain business practices by Maguire. Staff was directed to investigate the agreement and Maguire Iron as well as the concerns addressed by Mr. Headley. This memo codifies my investigation and recommendations.

In the last week, I had several meetings with the Village of Depue, Mr. Headley and representatives from Painters District Council No. 30. Two main concerns were discussed. The first was the way Maguire Iron uses subcontractors to potentially avoid having to follow the prevailing wage act. The second was that the City was aware of issues Maguire Iron, more specifically its use of subcontractors, may result in undue injuries to workers.

All of these concerns were discussed with Darin Clarke of Maguire Iron. Mr. Clarke went into detail with the steps the company has taken to ensure that subcontractors follow safety protocols. In addition, Maguire Iron has incorporated language into the contract assuring that prevailing wage act requirements will be followed. This will be done by submitting certified payrolls to the City documenting compliance with prevailing wage rates within McHenry County. (*“the contractor will provide certified payrolls to the city to support payment of prevailing wage rates.”* See Section Cleanout.)

Finally, Mr. Clarke has agreed to let the representatives from Painters District Council No. 30 monitor compliance of the work in Harvard which Council No. 30 has offered to do.

Based upon the agreed stipulations, it is my recommendation that the Administration Committee approve recommending the new version of the agreement to the full Council for final approval.



## CONTRACT FOR SERVICES

This contract made and entered into this 27 day of February, 2024, by and between Harvard, IL - City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

### Multi-Leg - 300MG

#### **WITNESSETH:**

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

#### Exterior Renovation with Class 4A Containment

- Contractor will abrasive blast clean the complete exterior (100%) to an SSPC - SP No. 6 "Commercial Blast". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) full prime coat of zinc to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) full intermediate coat of acrylic dryfall material to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 3.0 mils DFT).
- Contractor will apply one (1) full coat of acrylic dryfall material to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 3.0 mils DFT).

#### Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (8.0 - 14.0 mils DFT).

#### Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



## Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 16 inch fail safe steel vent.

## WET INTERIOR LADDER RUNGS 5 NEED REPLACED

## WET INTERIOR LADDER NEEDS SECURED TO ROOF

## Overflow Pipe

- Contractor agrees to install 8 inch schedule 40 steel overflow pipe.
- New Overflow pipe shall be extended from the existing overflow pipe to a level of 12 to 24 inches above grade.
- The new overflow pipe will be angled away from the foundation and equipped with an flapper/screen combination.
- All piping will be braced and welded to the exterior of the tank.
- Owner is responsible for splash pad.

## Raise Balcony Handrail and add midrail

- Contractor agrees to raise the existing handrail to OSHA compliant 42" and install a mid rail

## Safety Climb

- Contractor will provide and install new exterior galvanized safety climb system meeting current ANSI and OSHA standards.

## Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.



## Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

## Contract Notes

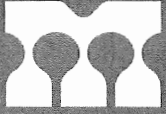
- Contractor will bill the Owner for work performed and/or scheduled in that calendar year annually on May 1, the first day of their budget cycle. This will be done beginning in 2024.
- The contractor will provide certified payrolls to the city to support payment of prevailing wage rates for McHenry County, Illinois.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

**Terms:** Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

**HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this*



**MAGUIRE**

1610 North Minnesota Ave  
Sioux Falls, SD 57104  
Phone: (605) 334-9749  
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*information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Harvard, IL - City of

**MAGUIRE IRON, INC.**

By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

*Darin Clarke* 02/27/2024  
By: \_\_\_\_\_ (Date)  
(Authorized Agent)

Date Accepted: \_\_\_\_\_  
*Upon acceptance, please provide two (2) signatures and date the agreement.*



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**Schedule A: Cost Schedule**

<b>Harvard, IL - City of Multi-Leg 300 MG</b>		
<b>Year</b>	<b>Service</b>	<b>Annual Spend</b>
Year: 1	Clean Out / ROV Steelwork Repairs	\$119,845.00
Year: 2	Paint - Interior Wet	\$119,845.00
Year: 3	Clean Out / ROV	\$2,650.00
Year: 4	Visual Inspection	\$201,500.00
Year: 5	Paint - Exterior	\$201,500.00
Year: 6	Visual Inspection	\$2,000.00
Year: 7	Clean Out / ROV	\$2,650.00
Year: 8	Visual Inspection	\$2,000.00
Year: 9	Clean Out / ROV	\$2,650.00
Year: 10	Visual Inspection	\$2,000.00





## CONTRACT FOR SERVICES

This contract made and entered into this 27 day of February, 2024, by and between Harvard, IL - City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

### Sphere - 500MG

#### **WITNESSETH:**

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

#### Exterior Renovation with Class 4A Containment

- Contractor will abrasive blast clean the complete exterior (100%) to an SSPC - SP No. 6 "Commercial Blast". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) full prime coat of zinc to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) full intermediate coat of acrylic dryfall material to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 3.0 mils DFT).
- Contractor will apply one (1) full coat of acrylic dryfall material to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 3.0 mils DFT).

#### Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (8.0 - 14.0 mils DFT).

#### Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



## Interior Dry Renovation

- Contractor will pressure wash the complete interior in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot prime coat of epoxy to the rusted and cleaned areas. Coatings to shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

## Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 16 inch fail safe steel vent.

## CONTIGENCY MONEY FOR STEEL DAMAGE / STEEL LOSS

## Replace 10 Rungs on Interior Wet Ladder

## Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

## Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.



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### Contract Notes

- Contractor will bill the Owner for work performed and/or scheduled in that calendar year annually on May 1, the first day of their budget cycle. This will be done beginning in 2024.
- The contractor will provide certified payrolls to the city to support payment of prevailing wage rates for McHenry County, Illinois.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

**Terms:** Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

**HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.



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Owner: Harvard, IL - City of

**MAGUIRE IRON, INC.**

By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

*Darin Clarke* 02/27/2024  
By: \_\_\_\_\_ (Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
Upon acceptance, please provide two (2) signatures and date the agreement.



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**Schedule A: Cost Schedule**

<b>Harvard, IL - City of Sphere 500 MG</b>		
<b>Year</b>	<b>Service</b>	<b>Annual Spend</b>
Year: 1	Paint - Interior Wet Paint - Interior Dry Steelwork Repairs	\$126,997.00
Year: 2	Visual Inspection	\$126,997.00
Year: 3	Visual Inspection	\$2,000.00
Year: 4	Paint - Exterior	\$172,500.00
Year: 5	Clean Out / ROV	\$172,500.00
Year: 6	Visual Inspection	\$2,000.00
Year: 7	Clean Out / ROV	\$3,000.00
Year: 8	Visual Inspection	\$2,000.00
Year: 9	Clean Out / ROV	\$3,000.00
Year: 10	Visual Inspection	\$2,000.00



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### Sphere - 750MG

#### **WITNESSETH:**

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

#### Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

#### Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (8.0 - 14.0 mils DFT).

#### Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #2 Spray down method prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



## Interior Dry Renovation

- Contractor will pressure wash the complete interior in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot prime coat of epoxy to the rusted and cleaned areas. Coatings to shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

## Baburek Valve - Pipe to Overflow

- Contractor will install a new 3 inch welded on schedule 40 coupler into the bell of the water tank on the inside area at the top of the platform.
- Coupler will be seal welded on the inside and the outside of the wet area of the tank.
- All paint that is burned or abraded at the time of the installation shall be repaired.
- No freeze valve shall be installed into the coupler with pipe dope and tightened to ensure no leaks.
- Contractor will install a crossover pipe to the overflow pipe to allow water flow from the tank to the ground through the overflow.

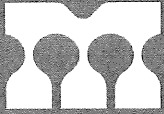
## Visual Inspection

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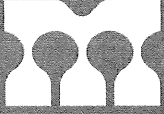
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IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.





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Owner: Harvard, IL - City of

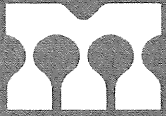
**MAGUIRE IRON, INC.**

By: \_\_\_\_\_  
(Name) (Title)

By: \_\_\_\_\_  
(Name) (Title)

By: Darin Clarke 02/27/2024  
(Authorized Agent) (Date)

Date Accepted: \_\_\_\_\_  
Upon acceptance, please provide two (2) signatures and date the agreement.



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**Schedule A: Cost Schedule**

<b>Harvard, IL - City of Sphere 750 MG</b>		
<b>Year</b>	<b>Service</b>	<b>Annual Spend</b>
Year: 1	Paint - Interior Wet Paint - Interior Dry Steelwork Repairs	\$141,560.00
Year: 2	Visual Inspection	\$141,560.00
Year: 3	Visual Inspection	\$84,375.00
Year: 4	Paint - Exterior	\$84,375.00
Year: 5	Visual Inspection	\$2,000.00
Year: 6	Visual Inspection	\$2,000.00
Year: 7	Clean Out / ROV	\$2,350.00
Year: 8	Visual Inspection	\$2,000.00
Year: 9	Clean Out / ROV	\$2,350.00
Year: 10	Visual Inspection	\$2,000.00



Chief Bauman,

FOP Lodge #134 is would like to donate a Mavic 3 drone (See attached) to the City of Harvard Police Department for use.

Although drones have been a commercial product for some time they are generally considered to be a kid's toy. Although this is the mindset of most, drones can range from kids' toys to military applications, and everything in between. Within the last few years Law Enforcement has seen the advantages of integrating drones into their inventory of equipment, and across the U.S. agencies are using drones in their day-to-day operation to better serve the public. While there has been some negative public feedback, mostly with a concern for violation of privacy rights, agencies have implemented policies and procedure to maintain everyone's right to privacy. Not only are agencies that operate drones accountable to their citizens, they are also accountable to the State's Attorney's that the public has elected. As the general public becomes more educated on drone use, and when they can be used, the benefits become clear on the regulated and ethical use of a drone to help augment general patrol duties.

The FOP Lodge #134 has taken the time to research the availability, functionality, and the most cost-effective solution when it comes to the different drones currently on the market. After speaking with members of various departments, having flown various makes and models of drones, it was determined that the DJI line of drones

Harvard Police  
FOP Lodge #134

Tax Exempt ID:  
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would be the manufacturer of drone that best suites the needs of the department. After raising of the funds, which were procured through the citizens and business leaders of Harvard, the Lodge #134 purchased a DJI Mavic 3, which included a thermal camera, to be donated to the City of Harvard.

The reason drones are becoming more commonplace in law enforcement is the ability to readily carry the drone on person or in a squad and deploy the drone at a moment's notice. By having a drone readily available at all times it gives the Department the ability to multiply the available personnel exponentially by having "eyes in the sky". This force multiplier results in shorter response times on major incidents, when time and information is the key to not only officer safety, but the safety of the general public.

As previously stated, the DJI Mavic Pro Lodge #134 purchased is equipped with an infrared camera. This allows officers to have the ability to use the drone at all times of the day, and be able to locate subjects from a great distance away, due to the camera being able to locate subjects via their heat signature, again increasing officer safety. It also allows us to locate occupants in a structure through windows or transparent surfaces. While this may seem trivial, it allows a pilot to help direct available resources to a specific area in a shorter period of time, thereby helping reduce the time to resolve any given incident.

Not only can a drone be used for dynamic situations it can also be used to help foster a safer environment for citizens such as monitoring neighborhoods during specific times where the most vulnerable part of our population is most active; Halloween. The drone can be utilized to ensure registered sex offenders are not passing out candy on Halloween without the need to have an officer or officers conducting compliance checks in person. Additionally, a drone can help foster better relationships with outside departments, such as the Harvard Fire Protection District by helping them monitor fires, and along with the fire department look for hot spots in a structure, and ensure no one is inside the residence. The drone can be utilized for search and rescue for missing children, patients with mental health issues who wonder off from their residence or a care facility. Drones can also be used to oversee major incidents as they unfold, allowing officers a better and safer vantage point to gain a total picture of the incident. Additionally, drones are a useful tool to track suspects that flee from different scenes while giving offices the ability to see the suspect from a distance. This is also of utmost importance when known suspects have been reported to be in possession of weapons. This allows the pilot of the drone to direct other officers to the area where the suspect or suspects are in the safest way possible.

The drone also allows officers to conduct aerial patrols for major events, such as Milk Days during the parade and the carnival. Being able to have the drone utilized during the parade allows officers the ability to see the entire area from a better vantage point, and stop any major threats before they start, which has been put into focus after tragedies such as the Highland Park 4<sup>th</sup> of July shooting.

The drone also allows officers to assist more efficiently and safely during a natural disaster while coordinating with, again, outside agencies such as EMA. If the area is dangerous to traverse, officers need not put themselves in risk of harms way until it is confirmed that there is a citizen in danger. Additionally,

if there is no viable way for first responders to get to an individual in a timely matter, the drone can be utilized to deliver medical needs to an individual while and help officers find a way to get to the individual.

Again the drone is a valuable resource to the Harvard Police Department, and with the fund raising done by the Harvard FOP#134 Lodge, the police department can utilize this benefit without constraints on the yearly budget.

There have been numerous cases in 2023 when Harvard PD could utilize a drone, including suspects fleeing a crashed vehicle after actively attempting to locate vehicles to steal, children going missing in fields and wooded areas, an armed individual in wooded areas where, as current practice forces officers to blindly enter the area with limited information on where the subject is.

Please find the attached breakdown of the drone, extended batteries, battery charger, factory warranty, and the extended supplemental warranty that FOP #134 has purchased. We would like to donate this drone to the Harvard Police Department to be used by the officers. Again, the drone will only help in response time, emergent calls when time is of the essence, increase officer safety, and mitigate risk to the officers by allowing for a greater overall picture.

## Chicken issues to resolve

Lisa, I suggest we take the draft ordinance, break it down into specific issues, and vote on each separately. These individual votes will not be considered as motions but as straw votes. When we get through the list, we can form a motion based on the agreements made along the way.

Here are specifics The order is important here. How some issues are handled will be determined by a progression of decisions.

- **Conditional vs permitted use** - This has to be determined first. It has a significant impact on how other issues are handled.
  - If Conditional, what zones are affected? If Permitted, do we just say a single-family dwelling?
  - If Conditional, what are the standards, and where do they go, UDO, or somewhere else?
  - If Permitted, where does this ordinance go?
  
- **Standards**
  - Determine where the standards will go in the city code - UDO 9.3 Accessory Structures and Uses, chapter 12 - Dogs, Cats, and Other Animals, Chapter 13C - Fees, and/or Some other place.
  - Offsets from buildings and property lines. There was some question regarding coop distance from a property line.
  - Coop and run specs - see proposed additions document.
  - Storage - food, water, waste - see proposed additions document.
  - Chicken registering and health requirements - Do all permits expire simultaneously, or do they expire one year after the permit is issued?
  - Screening - height, material, etc. - Fence around the coop and run, or can live plants also be used?

## Chicken issues to resolve

- Fees and fines
  - Initial and Renewal Fee - The initial fee was proposed to be \$300 to ensure applicants pursuing backyard chickens don't do so on a whim. If we choose to make chickens a conditional use, does this fee still need to be this high?
  - Yearly renewal/inspection fee amount
  - Per Chicken Fee - banding requirement.
  - Planning and Zoning Hearing Fee - only relevant if we assign conditional use to chickens.

## Proposed additions and edits to proposed Chicken Ordinance

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### Administration

- Permit Required - No person shall raise, harbor, or keep chickens within the City of Harvard without a valid permit obtained from the Community Development Department under the provisions of this Section.
- Application - To obtain or renew a permit, an applicant shall submit a completed application in such forms as prescribed by the City and provided by the Community Development Department and pay all fees required by this Ordinance. City Staff shall review all applications and required materials for compliance.
- Fee - An initial license fee of three hundred dollars (\$300) shall be paid to the City with each new application. An annual inspection fee of Thirty dollars (\$30) shall be paid to the City with each renewal inspection request. Permits will expire on the anniversary date of the initial approval. Renewal requests must be submitted 2 weeks before the expiration date. Applications for permit renewals will require the applicant to update all information set forth within the application if any of it has changed.
- Inspections and Annual Reviews - The Community Development Department shall inspect every chicken coop for compliance with the requirements and conditions outlined in this Article before occupancy and thereafter annually or more frequently if safety or other issues arise.
- If a Permittee fails to renew the annual permit or voluntarily wishes to terminate the annual permit, the coop, run, food storage, manure storage devices, and chickens must be removed from the premises immediately. City staff may perform a final property inspection to ensure compliance.

### Permit Requirements.

- In addition to all other applicable requirements of the City Code, every Permittee must meet the following requirements:
- All application and permit fees shall be paid in full.
- All amounts owed to the City, including but not limited to liens, fines, and judgments, shall be paid in full, and all utility accounts with the City shall be in good standing.
- Each permit is valid only for the address on the original application form. If the Permittee moves, a new application and fee will be required to seek a new permit.



## Proposed additions and edits to proposed Chicken Ordinance

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- Each application shall include the following:
  1. Permit Application.
  2. Scaled site plan drawing with lot setback, proposed chicken coop and chicken run area, and proposed chicken waste storage area.

### **Denial, Revocation, Non-Renewal.**

The Community Development Department may deny, suspend, revoke, or decline to renew any permit issued for any of the following grounds:

- False statements on any application or other information or report required by this ordinance to be given by the applicant.
- Failure to pay any application, penalty, reinspection, or reinstatement fee required.
- Failure to correct deficiencies noted in notices of violation in the time specified in the notice. The Permittee shall be given a minimum of ten (10) days from the date of the notice to resolve deficiencies.
- Accumulating three (3) violations within one (1) year will result in the permanent revocation of the backyard chicken permit.
- Notification - A decision to revoke, deny, or not renew a permit shall be in writing, delivered by regular mail, or in person to the address indicated on the application. The notification shall specify the reasons for the action.
- Removal of Chickens and Coop. Upon written notification of denial, revocation, or non-renewal, a property owner shall remove the chickens and the coop within fourteen (14) days.

### **Violations.**

See original draft

### **Number of Chickens.**

See original draft

## Proposed additions and edits to proposed Chicken Ordinance

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### Chicken Coops

- Chickens shall be kept in an enclosed, well-ventilated outdoor coop to offer protection from weather elements, predators, and trespassers. They shall include an adjacent outside covered, fenced run area.
- Chickens shall **always** be kept in the chicken coop or chicken run **at all times**.
- Electrical service to chicken coops shall comply with all city building and electrical codes, rules, and regulations. Under no circumstances shall electrical service be provided to a coop using extension cords or other temporary means.
- Coops shall be enclosed, safe, and sanitary.
- Coops shall be covered with uniform materials and complement the principal structure on the lot. The materials shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials.
- **Coops shall be built** Coop construction shall be done in a reasonable, workmanlike manner. Using scrap, waste board, sheet metal, or similar materials is prohibited.
- Coops shall be well maintained. Any repairs shall maintain consistency in appearance and condition with the original structure. The coop must be replaced, removed, or repaired upon evidence of deterioration.
- **Seems something is missing here ...and kept** large enough to provide at least five (3) square feet per chicken, allowing chickens easy ingress and egress to an enclosed chicken run. Coops shall not exceed fifty (50) square feet. Coops shall not exceed eight (8) feet in height to the roof peak.
- Coops shall be elevated at least eight (8) inches off the ground.
- Coops shall be enclosed on all sides and shall have a roof and doors. Access doors shall be able to be shut and locked at night.
- Coops shall have a solid floor.
- Coops and runs shall be sufficiently anchored to not become windblown.
- Coops shall be designed to be predator and pest-resistant and easily accessed for cleaning and maintenance.

## Proposed additions and edits to proposed Chicken Ordinance

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- Coops shall use one-quarter-inch hardware cloth to cover and secure any opening in the coop. Chicken wire is prohibited.
- Coops shall provide adequate ventilation, sun, and shade.
- Exterior lighting shall not continuously illuminate a coop.

### Chicken Runs

- Chickens shall not roam outside the enclosed chicken run.
- Enclosed runs shall be sufficiently anchored so as not to become windblown.
- Coops shall be directly connected with an enclosed run with a minimum size of twelve (12) square feet per chicken. The enclosed yard shall not exceed two hundred (200) square feet.
- The yard shall be enclosed with a frame made of weather-resistant wood or metal material, one-quarter-inch hardware cloth, and sufficient height to contain the chickens. The frame shall not exceed six (6) feet in height.
- The one-quarter-inch hardware cloth shall be buried at least 12 inches (12") into the ground around the perimeter of the coop and enclosed run **or buried underneath the coop's floor and run.**
- Chicken runs constructed with one-quarter-inch hardware cloth shall retain a flat, uniform plane in a well-maintained, safe condition.
- Barbed wire, razor wire, or similar fencing materials are prohibited.

### Feed and Water

- Chickens shall always be provided access to feed and clean water. The feed and water shall be unavailable to rodents, wild birds, and predators.
- Feed must be stored in rodent-proof containers.

### Location and Setbacks

- Location. All chickens, chicken coops, and chicken runs shall be kept/located in rear yards only.
- Setbacks - **This needs to be filled in**

## Proposed additions and edits to proposed Chicken Ordinance

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### Chicken Waste/Manure

- Chicken manure/waste storage shall not be permitted within (not sure what this should be) ??? feet of the property line and only in the rear yard.
- All stored chicken manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure.
- No more than three (3) cubic feet of chicken manure shall be stored on the permitted tract of land.
- All other chicken manure not used for composting or fertilizing shall be removed.
- The chicken coop and surrounding area shall be kept free from trash and accumulated droppings or waste/manure.
- Uneaten food shall be removed in a timely manner.

### Prohibitions and Management Practices

- Roosters - Roosters are not permitted. However, if the sex of a chicken cannot be determined at hatching, a chicken of either sex may be kept on the property for no more than six (6) months.
- Chickens at Large. The Permittee shall not allow chickens to roam outside the enclosed chicken run area on the lot for which the permit was granted.
- Odors. Chicken coops and runs must be cleaned regularly to remain free from undue accumulated waste and shall not cause odors reasonably detectable on adjacent properties.
- Chicken Housing. No person shall keep chickens inside a dwelling unit or any structure other than the approved coop.
- Vacant Land. No person shall keep chickens on a vacant or uninhabited tract of land.
- Slaughter. Slaughtering of chickens is prohibited.
- Bird fighting. Bird fighting is prohibited.

## Proposed additions and edits to proposed Chicken Ordinance

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- Sales. The sale of eggs, chickens, or chicken manure is prohibited.
- Other types of animals - No one shall keep other poultry on the property, including geese, ducks, and turkeys.
- Disposal of Waste and Deceased Chickens. All waste and deceased chickens must be disposed of in a sanitary manner.
- Chicken Health. Chickens shall be kept or maintained healthily. Unusual illnesses or deaths of chickens must be reported to the County Health Department.
- Breeding Prohibited. The breeding of chickens on-site is expressly prohibited.
- Animal Cruelty - Animal cruelty laws pertain to chickens.
- Laws, Rules, and Regulations - All persons maintaining chicken coops and runs shall comply with all local, county, state, and federal laws and regulations pertaining to maintaining and keeping hens.

March 10, 2024

To: Harvard Administration Committee members  
City Administrator Leone  
Superintendent Grant

From: Lisa Haderlein

Re: March 13 Admin Committee Agenda Items

### **Chickens**

I wanted to share a couple of helpful documents that Alderman Gorman drafted regarding the chicken ordinance.

The first is titled "Chicken Issues to Resolve." We will start here as it provides a helpful order of issues for us to resolve sequentially.

The second is titled "Added Standards..." and provides comprehensive language that covers every aspect of backyard chicken regulations we might want to include in the ordinance should we decide to adopt one.

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### **Water Tower Maintenance**

I was very concerned by the information that the gentleman from the Painters Union provided about Maguire Iron. He provided information related to safety as well as deceptive practices regarding employee pay.

These are the questions I have:

1. Have we sought information from the US Department of Labor, Illinois Department of Labor or other appropriate agencies regarding violations of the Davis-Bacon Act, prevailing wage laws, or workplace safety regulations related to Maguire Iron?
2. What is the status of the cases that were brought to our attention? How were they addressed, and how were they resolved?
3. Is there a way to draft a contract to guard against the problems that have been reported to us?
4. If so, would it have any impact on the contract costs?
5. How many quotes did we seek for the work?

If staff can be prepared to answer these questions, that would be very helpful.

Thank you.