

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**3/3/2026**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Authorization to Purchase Water Meters	David Moody Director of Public Works

**SYNOPSIS**

Resolutions have been prepared authorizing staff to purchase water meters in FY26 in the amount of \$115,000.

- Sensus OMNI water meter purchases from Core and Main LP of St. Charles, IL, in the amount of \$55,000
- Neptune T-10 water meter purchases from Ferguson US Holdings, Inc. of Newport News, VA (Formerly Water Resources Inc. of Elgin, IL) in the amount of \$60,000

**STRATEGIC PLAN ALIGNMENT**

The goals for 2025-2027 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY26 budget includes \$133,810 in the Water Fund for the purchase of water meters.

**RECOMMENDATION**

Approval on the March 3, 2026 consent agenda.

**BACKGROUND**

Each year, the Village purchases water meters for the water distribution system. These new water meters are used for newly constructed buildings, new developments, and the replacement of existing water meters. Sensus OMNI water meters are purchased when large water meters (1.5 inch and larger) are needed. These meters are purchased from Core and Main LP, the only authorized supplier of OMNI water meters for the State of Illinois. Neptune T-10 water meters are purchased when smaller water meters are needed (1 inch and smaller), and are typically installed in residential homes. These meters are purchased from Ferguson US Holdings, Inc. of Newport News, VA, the only authorized supplier of Neptune T-10 water meters in Northern Illinois. Previously the Village purchased Neptune T-10 water meters from Water Resources, Inc., of Elgin, IL, which was purchased by Ferguson US Holding in July 2025.

Staff is requesting the advance authority to purchase water meters in FY26. Requesting advanced authority for these purchases under one purchase order for each vendor allows for better tracking of all purchases made in FY26, and saves staff time that would be spent on purchase order processing for each individual water meter order. Staff is requesting approval of these purchasing amounts for Core and Main LP and Ferguson

US Holdings, Inc. as approved sole source vendors. Amounts requested are based on averages of the last three years of water meter purchases.

**ATTACHMENTS**

Resolutions

Agreements

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND FERGUSON WATERWORKS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement") between the Village of Downers Grove (the "Village") and Ferguson Waterworks (the "Supplier") for the purchase of water meters, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

## AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between Ferguson Waterworks ("Supplier") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 850 Curtiss St., Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to purchase water meters from Supplier; and

WHEREAS, the Supplier is willing to provide the water meters for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

### **I. Scope of Services**

Supplier shall provide water meters to the Village at the prices indicated in the Quotation dated February 13, 2026 attached hereto and incorporated herein as Exhibit B.

### **II. Term of Agreement**

The term of this Agreement shall be from the date of execution through December 31, 2026, but may be extended by mutual agreement of both parties, providing such agreement shall be made in writing and providing such agreement complies with Village purchasing policies and the availability of funds.

### **III. Compensation**

#### **A. Basic Fees:**

Fees for these individual products shall be as listed on the attached Exhibit B. Supplier may, on a quarterly basis, increase the fees for the individual products throughout the term of this Agreement, providing that in no event shall the increase in a product fee exceed two percent (2%) of the amount set forth in Exhibit B prior to December 31, 2026.

#### **B. Supplier Invoices:**

The Supplier shall prepare monthly invoices that contain a reference number, the billing period, the items purchased and costs therefor.

#### **C. Prompt Payment Act:**

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment

payment is not issued to the Supplier within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Supplier requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

#### **IV. General Terms and Conditions**

##### **A. Relationship Between the Supplier and the Village**

The relationship between the Village and the Supplier is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

##### **B. Equal Employment Opportunity**

In the event of the Supplier's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Supplier may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Supplier agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable

discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Supplier's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Supplier in its efforts to comply with such Act and Rules and Regulations, the Supplier will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

#### **C. Sexual Harassment**

Supplier, as a party to a public contract, has a written sexual harassment policy so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Supplier or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

#### **D. Drug Free Work Place**

Supplier, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Supplier's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant,

the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or Supplier's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **E. Non-Discrimination**

Supplier and its employees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

#### **F. Campaign Disclosure Certificate**

The Supplier shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

#### **G. Patriot Act Compliance**

The Supplier represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Supplier further represents and warrants to the Village that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Supplier hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

#### **H. Cooperation with FOIA Compliance**

Supplier acknowledges that the Freedom of Information Act may apply to public records in possession of the Supplier. Supplier shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

#### **I. Copyright or Patent Infringement**

The Supplier agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Supplier that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

#### **J. Delivery Charges**

Supplier hereby affirms and states that the prices listed on Exhibit B are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

#### **K. Return of Incorrect Items**

Any item received by the Village from the Supplier that does not conform to the order will be returned to the Supplier at the Supplier's expense. Supplier shall then provide

the Village with the correct item at Supplier's expense.

#### **L. Guidelines Compliance**

The Supplier shall certify the proposed equipment meets or exceeds all current Federal and State safety guidelines and requirements for equipment of this nature and shall meet or exceed State safety inspection and licensing standards without modification by the Village.

#### **M. Warranties**

Supplier shall furnish the manufacturer's basic and extended warranties.

### **V. Insurance and Indemnification of the Village**

#### **A. Insurance**

The Supplier shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Supplier from the types of claims set forth below which may arise out of or result from the Supplier's operations under this Contract and for which the Supplier may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Supplier's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Supplier's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Supplier, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Supplier or failure to properly perform services under the scope

of the agreement between the Supplier and the Village.

The Supplier shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Supplier shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

#### **B. Indemnification**

The Supplier will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Supplier under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

### **VI. Miscellaneous Provisions**

#### **A. Termination**

In the event of the Supplier's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Supplier. The Village will pay the Supplier's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Supplier will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

#### **B. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

#### **C. Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

#### **D. Waiver of Contract Breach**

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited

to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

#### **E. Amendment**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

#### **F. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

#### **G. Assignment**

The Supplier will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Supplier from its obligations or change the terms of this Agreement.

#### **H. Notice**

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager  
Village of Downers Grove  
850 Curtiss St.  
Downers Grove, IL 60515**

**Ferguson Waterworks  
1845 Western Dr.  
West Chicago, IL 60185**

#### **I. Village Ordinances**

The Supplier will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

#### **J. Use of Village's Name**

The Supplier is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

**Ferguson Waterworks**

By: 

Title: General Manager

Date: 2/20/2026

**Village of Downers Grove**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A  
Campaign Disclosure Certificate**

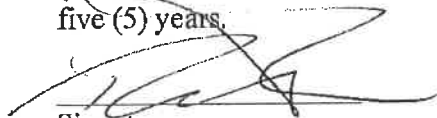
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Supplier agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Supplier has not contributed to any elected Village position within the last five (5) years.

  
Signature

  
Print Name

Supplier has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Exhibit B**



FERGUSON WATERWORKS #2791  
1845 WESTERN DR  
WEST CHICAGO, IL 60185-0000

Phone: 847-742-3400

Deliver To:

From: Antonio Gattuso  
anthony.gattuso@ferguson.com

Comments:

16:12:09 FEB 13 2026

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FERGUSON WATERWORKS #2516

Price Quotation

Phone: 847-742-3400

**Bid No:** B216056  
**Bid Date:** 02/13/26  
**Quoted By:** AGA

**Cust Phone:** 630-434-5474  
**Terms:** NET 30 DAYS

**Customer:** VILLAGE OF DOWNERS GROVE  
5101 WALNUT  
METER ACCOUNT  
DOWNERS GROVE, IL 60515

**Ship To:** VILLAGE OF DOWNERS GROVE  
5101 WALNUT  
METER ACCOUNT  
DOWNERS GROVE, IL 60515

**Cust PO#:**

**Job Name:**

Item	Description	Quantity	Net Price	UM	Total
NED2B11RPEF21	5/8X3/4 T10 P/C WTR MTR L/RECEPT CF	1	174.000	EA	174.00
NED2C11RPEF21	3/4 T10 MTR P/C CF INSIDE *X	1	248.000	EA	248.00
NED2F11RPEF21	1 T10 MTR P/C CF W/O REC *X	1	344.500	EA	344.50
M74620ZF	LF 3/4 MTR COUP W/ WIRE HOLE	2	23.500	EA	47.00
PSXMCQH	LF BRZ 1 STRT MTR COUP	2	28.000	EA	56.00

**Net Total:** \$869.50

**Tax:** \$0.00

**Freight:** \$0.00

**Total:** \$869.50

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



## HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to  
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2791&on=28839>



FERGUSON WATERWORKS #2516  
Price Quotation

16:12:09 FEB 13 2026

Reference No: B216056



**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

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<https://survey.medallia.com/?bidsorder&fc=2791&on=28839>