

Item # 9-30

**City of Carson City
Agenda Report**

Date Submitted: October 18, 2010

Agenda Date Requested: November 4, 2010

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to determine that Contract No. 1011-156 is a sole source purchase for equipment which by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment, and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1011-156 a request to purchase domestic water meters from Badger Meter, Inc. for a not to exceed cost of \$160,000.00 to be funded from Water Fund Account - Water Meters and Services as provided in FY 2010/2011. (P.O. No. 2011-036) (*Sandy Scott-Fisher*)

Staff Summary: Due to compatibility issues with the Badger Meter, Inc. Orion Automatic meter reading system (AMR) utilized by the Water Utility Division of the Carson City Public Works Department, the new purchase order for residential and commercial water meters must be a "Sole Source" purchase for Badger meters and the Orion AMR System.

Type of Action Requested: (check one)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to determine that Contract No. 1011-156 is a sole source purchase for equipment which by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment, and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1011-156 a request to purchase domestic water meters from Badger Meter, Inc. for a not to exceed cost of \$160,000.00 to be funded from Water Fund Account - Water Meters and Services as provided in FY 2010/2011. (P.O. No. 2011-036) (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (a) and (d)**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

- (a) Items which may only be contracted from a sole source;
- (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment; are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (a) and (d)

Fiscal Impact: \$160,000.00

Explanation of Impact: Decrease in below referenced account in the amount of \$160,000.00.

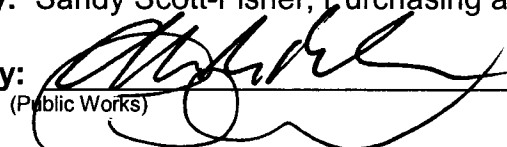
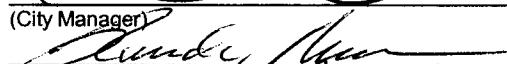
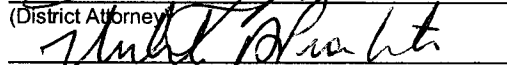
Funding Source: Water Fund Account - 520-3502-435-04-49 as provided in FY 2010/2011.

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Purchase Order 2011-036 and Sole Source Letter

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By:

	Date: <u>10/26/10</u>
(Public Works)	
	Date: <u>10/26/10</u>
(City Manager)	
	Date: <u>10/26/10</u>
(District Attorney)	
	Date: <u>10/26/10</u>
(Finance Director)	

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)



CITY OF CARSON CITY

201 N. Carson Street, Suite 3
Carson City, Nevada 89701
(775)887-2133 [Fax] (775) 887-2107

VENDOR BADGERMETER, INC
PO BOX 245036
MILWAUKEE, WI 53224-9536
800-616-3837

PURCHASE ORDER # 2011-036

VENDOR #
DATE October 22, 2010
GROUP #
CHECK DATE:
SHIP TO Carson City Public Works
3505 Butti Way
Carson City, NV 89701
775-887-2355

SHIPPING METHOD			SHIPPING TERMS		DELIVERY DATE	
QTY	UNIT	DESCRIPTION	BUDGET NUMBER	INVOICE #	UNIT COST	EXTENDED COST
1.00	EA	THREE YEAR METER QUOTATION-YEAR 2	520-3502-435-0449		\$ 160,000.00	\$ 160,000.00
		LIST OF PRICING PER UNIT PER			\$	-
		QUOTE #34789			\$	-
					\$	-
		CONTRACT NO 1011-156			\$	-
					\$	-
		PO given to department to place order.			\$	-
		PO shall not be modified without approval from			\$	-
		Finance Director.			\$	-
		PURCHASED BY: Kim Belt		TOTAL	\$ 160,000.00	160,000.00
		FED I.D. NO. 88-6000189				

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT
THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN
SET OUT ARE TRUE AND CORRECT PER PURCHASE
REQUISITION MADE BY THE PERTINENT CITY
DEPARTMENT.

APPROVED FOR PURCHASE

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT
THE ITEMS, AMOUNTS AND STATEMENTS AS HEREIN
SET OUT ARE TRUE AND CORRECT PER PURCHASE
REQUISITION MADE BY THE PERTINENT CITY
DEPARTMENT.

APPROVED FOR PAYMENT

Quotation #34789



BadgerMeter, Inc.

4545 W. Brown Deer Road, Milwaukee, WI 53223
P.O. Box 245036, Milwaukee, WI 53224-9536
Phone: 800-616-3837
Fax: 888-371-5982

DATE: 9/23/2010

TO: MR RON JOHNS
CARSON CITY UTILITIES
3505 BUTTI WAY
CARSON CITY NV 89701

Phone: +1 (775) 887-2355
Fax: +1 (775) 887-2184
Email: RJohns@ci.carson-city.nv.us

SUBJECT: Three Year Meter Quotation - YEAR 2

Territory: Helphand, M. Brian

EFFECTIVE: 9/23/2010 - 9/22/2011

Customer Number 270129

Quantity	Description	Unit Price in US Dollars	Total Price in US Dollars
	5/8" x 3/4" Recordall M25 7 1/2" lay length, Bare, Bronze Housing, Plastic Housing Bottom, Less Connections	40.64	
	1" Recordall M70, Bare, Bronze Housing, Cast Iron Housing Bottom, Less Connections	101.57	
	1 1/2" Recordall M120 ELL/Test Plug, Bare, Bronze Housing, Less Connections	237.13	
	2" Recordall M170 ELL/Test Plug, Bare, Bronze Housing, Less Connections	344.90	
	3" Recordall Compound Series Meter, Bare, Bronze Housing, Less Connections	1,299.75	
	4" Recordall Compound Series Meter, Bare, Bronze Housing, Less Connections	2,250.77	
	6" Recordall Compound Series Meter, Bare, Bronze Housing, Less Connections	3,360.31	
	1 1/2" Turbo Series 160 Integral Strainer with test plug, Bare, Bronze Housing, Less Connections	573.04	
	2" Turbo Series 200 ELL Integral Strainer /test plug, Bare, Less Connections	612.20	
	3" Turbo Series 450 Integral Strainer /test plug, Bare, Bronze Housing, Less Connections	804.09	
	4" Turbo Series 1000, Bare, Bronze Housing, Less Connections	877.18	

All quotations are made subject to the conditions printed on the reverse side hereof. Prices are firm for acceptance within 30 days, and an order placed within that time period will indicate acceptance. Prices are subject to change without notice unless specifically stated in this quotation.

Page: 1 of 2

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P.O. Box 245036, Milwaukee, WI 53224-9536
Phone: 800-616-3837
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DATE: 9/23/2010

TO: MR RON JOHNS
CARSON CITY UTILITIES
3505 BUTTI WAY
CARSON CITY NV 89701

Phone: +1 (775) 887-2355
Fax: +1 (775) 887-2164
Email: RJohns@ci.carson-city.nv.us

SUBJECT: Three Year Meter Quotation - YEAR 2

Territory: Helphand, M. Brian

EFFECTIVE: 9/23/2010 - 9/22/2011

Customer Number 270129

Quantity	Description	Unit Price in US Dollars	Total Price in US Dollars
	6" Turbo Series 2000, Bare, Bronze Housing, Less Connections	2,206.02	
	8" Turbo Series 3500, Bare, Less Connections	2,499.71	
	3" Bronze Plate Strainer, Round (with Studs, Nuts & Gasket)	302.60	
	4" Bronze Plate Strainer, Round (with Studs, Nuts & Gasket)	404.65	
	6" Bronze Plate Strainer, Round (with Studs, Nuts & Gasket)	563.67	
	8" Steel Plate Strainer, Round (with Studs, Nuts & Gasket)	972.48	
	RTR and ORION Pit Module, 5/8" - 2" Badger disc meters	107.10	
	RTR and ORION Pit Module, Badger 1 1/2-10" Turbo Series meters	136.68	
	RTR and ORION Pit Module, Badger 2-6" Compound Series meters includes (2) RTRs, Summator & Orion Pit Module	299.88	
	Dual RTR Register, Summator & ORION Pit Module for RCDL Compound Meters	406.98	

Notes/Options: Prices quoted have been increased by 2%, less than the proportion to the increase in the Producer Price Index for Materials for durable manufacturing as reported by the U.S. Department of Labor.

Shipping: FOB Destination

BY M. Brian Helphand M. Brian Helphand

TITLE: Account Mgr. West

Payment: Net 30

Delivery: Provided After Receipt of Order

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Page: 2 of 2

TERMS AND CONDITIONS OF DOMESTIC SALES

1. **OFFER, GOVERNING PROVISIONS, AND CANCELLATIONS.** This writing constitutes an offer or counter-offer by Badger Meter, Inc. ("Seller") to sell the products and/or services described herein in accordance with these terms and conditions. This writing is not an acceptance of any offer made by purchaser ("Purchaser") and acceptance of this offer is expressly conditioned upon the Purchaser's assent to these terms and conditions. Purchaser will be deemed to have assented to these terms and conditions when:

- (a) Purchaser signs and delivers to Seller an acknowledgment copy of any of Seller's quotations, order acknowledgment or invoice forms; or
- (b) at Seller's option, when Purchaser shall have given to Seller specification of assortments, delivery dates, shipping instructions, or instructions to bill and hold as to all or any part of the merchandise herein described; or
- (c) when Purchaser has received delivery of the whole or any part thereof; or
- (d) when Purchaser has otherwise assented to the terms and conditions hereof.

No additional or different terms or conditions will be binding upon Seller unless specifically agreed to in writing. Seller hereby objects to any such additional or different provisions contained in any purchase order or other communication from Purchaser. THIS CONTRACT AND THESE TERMS AND CONDITIONS SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND PURCHASER, AND SHALL BE GOVERNED BY AND SHALL BE CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF WISCONSIN. No order may be cancelled or altered by Purchaser except upon terms and conditions acceptable to Seller, as evidenced by Seller's written consent. In the event of such an approved cancellation by Purchaser, Seller shall be entitled to payment of the full price, less the amount of any expenses saved by Seller by reason of the cancellation.

2. **DELIVERY AND DELAY.** All quoted delivery dates and/or periods are approximate. The delivery periods shall commence when Seller shall have acknowledged receipt of complete specifications, and/or applicable documents required to effect shipment such as import license, exchange permit, shipping instructions, etc. Title and risk of loss or damage in transit shall pass to Purchaser at the point where Seller has fulfilled its obligations under the shipping terms specified in the contract for sale as described in the International Chamber of Commerce definition of Trade Terms — 1994, provided that if payment shall be made under a letter of credit, Seller shall have a security interest in the equipment until acceptance of the related draft or drafts by the bank confirming such credit.

Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale, and all such installments, when separately invoiced, shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including, without limitation, an act of God, act of purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers, and inability to obtain necessary labor and materials. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

Claims for shortages or other errors must be made in writing to Seller within thirty (30) days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. Shipping specifications are approximate, any change resulting from variations are not subject to claim by Purchaser.

3. **DESCRIPTIVE LITERATURE AND SUBSTITUTES.** Catalogues, product brochures, photographs and other illustrations are a general representation of the products offered, but shall not be taken as an exact representation and shall not form part of the contract except as specifically set forth. Seller reserves the right to make changes in design, specifications or materials which in Seller's opinion are an improvement or necessary because of unavailability of materials. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or unavailability of materials from suppliers.

4. **STORAGE.** If the products are not shipped within 15 days after notification to Purchaser that they are ready for shipping, for any reason beyond Seller's reasonable control, including Purchaser's failure to give shipping instructions, Seller may store such products at Purchaser's risk in a warehouse or yard or upon Seller's premises, and Purchaser shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices therefor.

5. **PRICE AND PAYMENT.** As explained in Paragraph 10 below, the prices for the goods and/or services listed on the face of the offer (or counter-offer) are Seller's price for such goods and/or services with (i) the exclusive Warranty of repair or replacement of defective parts as found in Paragraph 7 below, and (ii) the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, as found in Paragraph 10 below, including the disclaimer of tort liability (including negligence and strict liability) enforceable against Purchaser. If Purchaser desires for Seller to provide a greater, or additional Warranty than presently contained in Paragraph 7, and/or to be liable for some or all of the disclaimed liability in Paragraph 10, and/or to be liable for Purchaser's consequential or incidental damages, then Purchaser must notify Seller before Purchaser accepts for its deemed to accept, pursuant to Paragraph 7, the offer and Seller will amend this offer to reflect higher sales prices consistent with the additional warranty, liability and/or damages that Purchaser desires Seller to assume. In the absence of such a notification, the repair or replacement Warranty found in Paragraph 7, the disclaimer of consequential and incidental damages found in Paragraph 10 and the disclaimer of other liability also found in Paragraph 10 including the disclaimer of tort liability, shall be enforceable as stated in this contract.

Payment terms are net payment within 30 days of the date of invoice, unless otherwise stated. Interest will be charged at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on accounts more than 30 days past due. Purchaser agrees to pay all costs of collection, including reasonable attorneys' fees, on all past due accounts. Invoices may be submitted as partial shipments are made. If during the period of the contract the financial condition of Purchaser does not justify the terms of payment specified, Seller may demand full or partial payment in advance before proceeding with the contract. If shipment is delayed beyond the scheduled date by Purchaser, payment shall be due in full when Seller is prepared to make the shipment. If Purchaser defaults in any payment when due, then the whole contract price shall immediately become due and payable upon demand, or Seller, at its option without prejudice to other lawful remedies, may deliver or cancel this contract. If delivery is delayed, the goods may be stored as provided in Paragraph 4 above.

6. **TAXES AND OTHER CHARGES.** Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom inspection or testing fee or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Purchaser, shall be paid by Purchaser in addition to the price quoted or invoiced. In the event the Seller is required to pay any such tax, fee or charge, Purchaser shall reimburse Seller therefor, or, in lieu of such payment, Purchaser shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing the same. When the contract price includes cost of transportation, field service and/or installation, it has been based on the lowest value for such service prevailing at the time such price is established, and, in the event of any change in such rates prior to shipment or performance of services, the price shall be modified accordingly.

7. **WARRANTIES.** Except as otherwise stated in Warranty Form S-3449 with regard to certain disc meters, Seller warrants equipment and parts manufactured by it and supplied hereunder to be free from defects in materials and workmanship for a period of 18 months from date of shipment or 12 months from date of installation, whichever period shall be shorter. If within such period any such equipment or parts shall be proved to Seller's satisfaction to be defective, such equipment or parts shall be repaired or replaced at Seller's option. Seller's obligations hereunder shall be limited to such repair and replacement and shall be conditioned upon Seller's receiving written notice of any alleged defect within 10 days after its discovery and, at Seller's option, return of such equipment or parts to Seller, f.o.b. its factory. This warranty shall not apply to equipment or parts not manufactured by Seller or to equipment or parts which shall have been repaired or altered by others than Seller or which shall have been subject to negligence, accident, damage by circumstances beyond Seller's control or improper operation, maintenance, installation, or storage or in other than normal use or service. With respect to equipment and parts not manufactured by Seller, the warranty obligations of Seller shall in all respects conform to and be limited to the warranty extended to Seller by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title). This exclusive remedy shall not be deemed to have failed its essential purpose so long as Seller is willing and able to replace defective products or issue a credit to Purchaser within a reasonable time after Purchaser proves to Seller that a defect is involved.

Any description of the products, whether in writing or made orally by Seller or Seller's agents, specifications, samples, literature, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Seller or Seller's agents regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by Seller.

8. **PATENTS, TRADEMARKS AND COPYRIGHTS.** Seller will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark, or copyright relating to any products manufactured and furnished by Seller hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser's business and provided Purchaser shall have made all payments then due hereunder and shall give Seller immediate notice in writing of any such suit and transmit to Seller immediately upon receipt all processes and papers served upon Purchaser and permit Seller through its counsel, either in the name of Purchaser or in the name of Seller, to defend the same and give all needed information, assistance and authority to enable Seller to do so. If such products are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then (a) Seller will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Purchaser is permanently enjoined by reason of such infringement, Seller shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the products, (ii) modify the products to render them noninfringing, (iii) replace the products with noninfringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the products.

Notwithstanding the foregoing, Seller shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials furnished by Seller. The foregoing states the entire liability of Seller for infringement, and in no event shall Seller be liable for consequential damages attributable to an infringement.

As to any products furnished by Seller to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of products sold hereunder, Seller shall not be liable, and Purchaser shall indemnify Seller and hold Seller harmless from and against any and all loss, liability, damage, claim or expense (including but not limited to Seller's reasonable attorneys' fees and other costs of defense) incurred by Seller as a result of any claim of patent, trademark, copyright or trade secret infringement, or infringements of any other proprietary rights of third parties.

9. **NUCLEAR DISCLAIMER.** Equipment sold by Seller is not intended for use in connection with any nuclear facility or activity unless covered by a specific quotation where the conditions of such usage will be detailed. If equipment is used in a nuclear facility or activity without a supporting quotation, Seller disclaims all liability for any damage, injury or contamination, and Purchaser shall indemnify and hold Seller, its officers, agents, employees, successors, assigns and customers, whether direct or indirect, harmless from and against any and all losses, damages or expenses of whatever form or nature (including attorneys' fees and other costs of defending any action) which they, or any of them, may sustain or incur whether as a result of breach of contract, warranty, tort (including negligence), strict liability or other theories of law, by reason of such use.

10. **EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY; PURCHASER'S INDEMNITY.** Seller's liability with respect to breaches of warranty shall be limited as provided in Section 7 hereof. With respect to other breaches of this contract, Seller's liability shall in no event exceed the contract price. SELLER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shut-down or slow-down costs, or for any other types of economic loss. All the limitations and disclaimers contained in this paragraph and in the rest of this contract shall apply to claims of Purchaser's customers or any third party asserted by Purchaser against Seller for indemnity or contribution, as well as to direct claims of Purchaser against Seller.

The prices for the goods and/or services on the face of this offer are Seller's price for such goods and/or services with all the above Disclaimer of Liabilities, including tort liability enforceable against Purchaser. If Purchaser desires for such Disclaimer to be amended so that Seller is liable for some or all of the matters disclaimed then Seller's price for the goods and/or services covered by this offer will be adjusted upward to reflect the risk which Purchaser desires Seller to assume. Purchaser understands that Purchaser is foregoing the possibility of, among other things, recovery from Seller or tort liability in exchange for Purchaser obtaining a lower sales price for the goods and/or services.

Purchaser shall indemnify Seller against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which Seller may incur as a result of any claim by Purchaser or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by Seller's negligence.

11. **TECHNICAL INFORMATION.** Any sketches, models or samples submitted by Seller shall remain the property of Seller, and shall be treated as confidential information unless Seller has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production process or techniques revealed thereby, shall be made without the express written consent of Seller.

12. **PURCHASER'S PROPERTY.** Any property of purchaser placed in Seller's custody for performance of this contract is not covered by insurance, and no risk is assumed by Seller in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of Seller.

BadgerMeter, Inc.

4545 W. Brown Deer Road
Milwaukee, Wisconsin 53223
P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400



September 24, 2010

Carson City Utilities
Attn: Mr. Ron Johns
3505 Butti Way
Carson City, NV 89701

Subject: Sole Source - Badger Meter, Inc.

Dear Mr. Johns:

Badger Meter is the sole source provider of the Badger® ORION® AMR system and components, including the READCENTER® software application, which is the only application capable of collecting reading from ORION transmitters.

Sincerely,
BADGER METER, INC.

A handwritten signature in cursive script that reads "Pamela G. Stokke-Ceci".

Pamela G. Stokke-Ceci
Assistant Secretary

cc: B. Helphand