



**Board Meeting**

**~ Preliminary Agenda ~**

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**Wednesday, May 1, 2024**

**8:30 AM**

**Board Room**

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**INFORMATION FOR THE BENEFIT OF THE PUBLIC:**

**Public Notice:** Regular board meetings are held the first and third Wednesdays of the month at MLGW's Administration Building unless otherwise noted in the public notice filing and website. The proposed agenda will be posted in the public section of the ground floor lobby of the Administration Building and on MLGW's website at least 48 hours before the Board meets. You may access the proposed Board agenda and all available documents related to the items linked from the agenda on the Internet at: [www.mlgw.com](http://www.mlgw.com). Large agreements, items related to Homeland Security or items received too late to post may not be viewable. You may view those documents in the Public Records Office prior to or after the Board meeting. By Board action, agenda items may be added, deleted or held for later consideration at a later board meeting.

**Consent Agenda:** Items shown under the Consent Agenda consists of items considered to be routine and non-controversial upon which the documentation provided to the Board is adequate to give sufficient information for approval without inquiry or discussion during the Board meeting. The use of the Consent Agenda is designed to minimize the time required for the handling of routine matters in order to permit additional time to be spent on more significant matters. The Chairman will call for approval on the Consent Agenda as a whole and the vote will be treated as a separate vote on each item. At the request of a Board member, the Chairman may move any item on the Consent Agenda to the Regular Agenda.

**Regular Agenda:** Item(s) to be individually considered for Board action.

**Filed Items:** The Board may be provided information which does not require Board approval or Board discussion but which is noted for the official record as having been supplied to the Board.

**Resolutions:** Generally, there are two types of resolutions subject to approval by the MLGW Board of Commissioners. Internal Board Resolutions are within the full authority of the Board and considered final upon the acceptance of the minutes of that board action. External Board Resolutions are subject to the approval of the City Council and are not considered final until the City Council accepts the minutes of their approval for such.

**ADA:** As a covered entity under Title II of the Americans with Disabilities Act, MLGW does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. To ensure availability, such request should be made 72 hours in advance by contacting Bessie Matthews at (901) 528-4351 during business hours.

**To Officially Communicate to the Board:** Any individual member or group of the general public desiring to address the Board orally on items of interest to the public that are within the subject matter jurisdiction of the Board, shall complete an **MLGW Board Speaker Card** to make such desire known to the Board Secretary. Such request to be heard should be marked with the date of the meeting; the agenda item number; if the comments are in support, opposition, or general as they relate to the item; the speaker's name and address; and if the speaker is representing someone else as a paid consultant. Paid lobbyists must complete the required disclosure of their client's name, phone number, and address. Statements shall not exceed three minutes unless additional time is granted by the Board Chair. When recognized, please proceed forward to the podium and state your name and address. The board and staff will not answer questions that are asked in this forum but written questions or a written statement may be provided to the Board Secretary for entry into the official record. If any Board member receives approval of the Board Chairman, that Board Member may address questions to the person providing the public statement.

**CALL TO ORDER AND OPENING REMARKS:** Chairman Dickson

**PLEDGE OF ALLEGIANCE:** Chairman Dickson

**ROLL CALL:** Dana Jeanes

**APPROVALS:** Chairman Dickson

Approve Minutes from the Regular BOC Meeting of April 17, 2024 and the Minutes from the Special Meeting for Grievance Hearing on April 17, 2024.

**CITY COUNCIL ACKNOWLEDGEMENTS & UPDATE:** Dana Jeanes

Receipt of Certified Copies of City Council Resolutions date April 23, 2024, Items 22 through 27.

**PRESENTATIONS:**

Patriot Award - David Armstrong

2023 MLGW Student Art Contest "ElectRock" - Ursula Madden

- WINNER K-2<sup>nd</sup> Grade Category - Marley Harris, 2<sup>nd</sup> Grade, Balmoral Ridgeway Elementary
- WINNER 3<sup>rd</sup> through 5<sup>th</sup> Grade Category - Anvi Vijendra, 5<sup>th</sup> Grade, Bailey Station Elementary School
- WINNER 6<sup>th</sup> through 8<sup>th</sup> Grade Category - Sedra Murshed, 8<sup>th</sup> Grade, Bon Lin Middle School
- WINNER 9<sup>th</sup> through 12<sup>th</sup> Grade Category - James Mooneyham, 11<sup>th</sup> Grade, Collierville High School

**GENERAL STATEMENT(S) FROM THE PUBLIC:**

**CONSENT AGENDA**

(Items 1 through 8)

**VP of CUSTOMER EXPERIENCE and ENERGY SERVICES**

(None)

**CHIEF INFORMATION OFFICER**

1. Resolution approving Change No. 1 to Contract No. 12507 (formerly Contract No. C2605), Microsoft Support Modern Engineer with Crayon Software Experts, LLC to renew the current contract in the funded amount of \$174,934.25. The new contract value is \$337,976.04. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
2. Resolution approving Change No. 12 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to renew the contract in the funded amount of \$119,150.83. The new contract value is \$795,988.15. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

**COMMUNITY & EXTERNAL AFFAIRS**

(None)

**VP ELECTRIC ENGINEERING & OPERATIONS**

(None)

**VP WATER & GAS ENGINEERING & OPERATIONS**

3. Resolution approving Change No. 3 to Contract No. 12245, Well Abandonment with Layne Christensen Company to change and renew the current contract in the funded amount of \$531,320.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

**PRESIDENT**

(None)

**SVP, CFO & CAO, FINANCE**

4. Resolution approving Change No. 18 to Contract No. 10793, Professional Portfolio Software with Advent Software, Incorporated in the funded amount of \$36,468.85. This change is to ratify and renew for an additional year. The new contract value is \$685,320.36 (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

**SVP, CHIEF OPERATING OFFICER**

5. Resolution approving 2nd Amendment to Natural Gas Supply Agreement with Tennergy Corporation for sale and purchase of Natural Gas. (Alonzo Weaver) (REQUIRES CITY COUNCIL APPROVAL)

**SHARED SERVICES**

6. Resolution awarding Contract No. 12478, Repaving Sheahan Pumping Station Drives and Parking Areas to Barnes & Brower, Inc. in the funded amount of \$372,471.45. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
7. Resolution approving Change No. 1 to Contract No. 12409, Trash Removal Services to BFI Waste Services, LLC dba Republic Services of Memphis to renew the current contract in the funded amount of \$348,232.32. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

**VP & GENERAL COUNSEL**

8. Resolution approving and upholding the report of the Customer Appeal Committee for the period of December 2023 through April 1, 2024. (Jennifer Sink)

**CHIEF PEOPLE OFFICER**

(None)

**PRESIDENT'S BRIEFING**

9. Review Consent Agenda - Doug McGowen
10. Other - Doug McGowen

**COMMITTEE REPORTS:**

(None)

**ADDITIONAL MEETINGS ON MAY 1, 2024:**

2nd Quarter HR Committee Meeting - Immediately Following the BOC Meeting -  
Room 511

## Resolution Summary

### 1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12507 (formerly Contract No. C2605), Microsoft Support Modern Engineer with Crayon Software Experts, LLC to renew the current contract in the funded amount of \$174,934.25.

### 2. Additional Information

The project scope is to furnish supervision, labor, transportation, equipment and material to provide Microsoft Enterprise Services and Modern Engineer. The Microsoft Modern Engineer is a designated Microsoft Representative who provides technical support, upgrade assistance, problem resolution for Microsoft products, specifically Microsoft 365, formerly Office 365.

This change is to renew the contract for the first of four (4) annual renewal terms for the period covering July 7, 2024 through July 6, 2025 in the amount of \$174,934.25, which reflects a negotiated 7.3% increase in rates from the initial term. The cost increase is the result of price augmentation from the service source (Microsoft). The new contract value is \$337,976.04.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**May 1, 2024**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12507 (*formerly Contract No. C2605*), Microsoft Support Modern Engineer with Crayon Software Experts, LLC to renew the current contract in the funded amount of \$174,934.25.

The project scope is to furnish supervision, labor, transportation, equipment and material to provide Microsoft Enterprise Services and Modern Engineer. The Microsoft Modern Engineer is a designated Microsoft Representative who provides technical support, upgrade assistance, problem resolution for Microsoft products, specifically Microsoft 365, formerly Office 365. The contract award was selected based on the lowest and best bid received using the Sealed Bid process.

This change is to renew the contract for the first of four (4) annual renewal terms for the period covering July 7, 2024 through July 6, 2025 in the amount of \$174,934.25, which reflects a negotiated 7.3% increase in rates from the initial term. The cost increase is the result of price augmentation from the service source (Microsoft). This renewal complies with all applicable laws and policies. The new contract value is \$337,976.04.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12507 (*formerly Contract No. C2605*), Microsoft Support Modern Engineer with Crayon Software Experts, LLC to renew the current contract in the funded amount of \$174,934.25, as outlined in the above preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 1, 2024 approved Change No. 1 to Contract No. 12507 (*formerly Contract No. C2605*), Microsoft Support Modern Engineer with Crayon Software Experts, LLC to renew the current contract in the funded amount of \$174,934.25, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to furnish supervision, labor, transportation, equipment and material to provide Microsoft Enterprise Services and Modern Engineer. The Microsoft Modern Engineer is a designated Microsoft Representative who provides technical support, upgrade assistance, problem resolution for Microsoft products, specifically Microsoft 365, formerly Office 365. The contract award was selected based on the lowest and best bid received using the Sealed Bid process; and

WHEREAS, this change is to renew the contract for the first of four (4) annual renewal terms for the period covering July 7, 2024 through July 6, 2025 in the amount of \$174,934.25, which reflects a negotiated 7.3% increase in rates from the initial term. The cost increase is the result of price augmentation from the service source (Microsoft). This renewal complies with all applicable laws and policies. The new contract value is \$337,976.04; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12507 (*formerly Contract No. C2605*), Microsoft Support Modern Engineer with Crayon Software Experts, LLC to renew the current contract in the funded amount of \$174,934.25 as approved.



CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION  
CITY OF MEMPHIS  
CONTRACT NUMBER 12507 (formerly Contract No. C2605)

CONTRACT CHANGE NO. 1  
DATE OF CHANGE MAY 1, 2024  
SHEET 1 OF 3

TO: TINA ALBUS  
CRAYON SOFTWARE EXPERTS, LLC  
12221 MERIT DRIVE, SUITE 800  
DALLAS, TX 75251

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO FURNISH SUPERVISION, LABOR, TRANSPORTATION, EQUIPMENT AND MATERIAL TO PROVIDE MICROSOFT ENTERPRISE SERVICES AND MODERN ENGINEER. THE MICROSOFT MODERN ENGINEER IS A DESIGNATED MICROSOFT REPRESENTATIVE WHO PROVIDES TECHNICAL SUPPORT, UPGRADE ASSISTANCE, PROBLEM RESOLUTION FOR MICROSOFT PRODUCTS, SPECIFICALLY MICROSOFT 365, FORMERLY OFFICE 365. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID RECEIVED USING THE SEALED BID PROCESS.

THIS CHANGE IS TO RENEW THE CONTRACT FOR THE FIRST OF FOUR (4) ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JULY 7, 2024 THROUGH JULY 6, 2025 IN THE AMOUNT OF \$174,934.25, WHICH REFLECTS A NEGOTIATED 7.3% INCREASE IN RATES FROM THE INITIAL TERM. THE COST INCREASE IS THE RESULT OF PRICE AUGMENTATION FROM THE SERVICE SOURCE (MICROSOFT). THIS RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$337,976.04.

CHANGE IN CONTRACT PRICE:

Contract Value	\$ 163,041.79
Change Amount	<u>\$ 174,934.25</u> - Change No. <u>1</u>
Total Contract Amount	\$ 337,976.04

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

\_\_\_\_\_  
APPROVED BY THE PRESIDENT

\_\_\_\_\_  
DATE

### BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Lashell Vaughn  
 Specialist: Jessica Payne

Board Meeting Date: 5/1/2024  
 Contract Number: 12507  
 Purchase Commodity: Software/Support  
 Other (Non-Procurement Items): \_\_\_\_\_

<b>Responsible Group</b> <small>(Requesting Area/ Contact Person) (Telephone number/email address)</small>	Information Technology & Data Security / Renetta F. Lesure / (901) 729-8473 / rlesure@mlgw.org	
<b>Scope:</b> Contract <u>  X  </u> Purchase _____ Other _____	The project scope is to furnish supervision, labor, transportation, equipment and material to provide Microsoft Enterprise Services and Modern Engineer.	
<b>Explanation of Action.</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	This change is to renew the contract for the first of four (4) annual renewal terms for the period covering July 7, 2024 through July 6, 2025.	
<b>Where will the work take place?</b> <small>(MLGW facility or jobsite, etc.)</small>	The work will take place at MLGW's Administration and Netters Buildings.	
<b>Why the need exists?</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	The need exists to continue utilizing Microsoft Enterprise Services and Modern Engineer which allows access to Microsoft's helpdesk, training, and new products.	
<b>Are there any anticipated vendor issues?</b> (If so, please explain)	No.	
<b>Are there any contract services, labor or IBEW issues?</b> <small>If yes, has cost comparison been provided to IBEW? Date Provided?</small>	No.	
<b>Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.</b>	No.	
<b>If applicable, how was the recommendation determined?</b> (Bid or RFP) <b>Sealed Bid</b>		Does this item include Supplier Diversity? No, there is no Supplier Diversity participation on this contract.

**BUDGET:**

<b>Amount Requested</b>	Total	In 2024 Budget Year	After Budget Year
	\$ 174,934.25	\$ 174,934.25	\$ -
<b>2024 Budget*</b>	\$ 19,301,100.00		
<b>Amount Spent Year-to-Date</b>	\$ 1,787,164.59		
<b>2024 Budget Balance Available</b>		\$ 17,513,935.41	
<b>Budget Balance After Award</b>		\$ 17,339,001.16	

\*Please indicate category (O&M or Capital).

O&M      **Project** Mgr Info Technology  
    **Expenditure Organization** 0352100 Manager Information Technology  
 Capital      **Expenditure Type** IS Other  
    **Task** Admin Expense

Comments:

Expenditure Type	Budget	Actual	Available
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

APPROVED:

*Talyana Gibbs*

03.15.2024

Budget & Financial Planning

Date



3/12/2024

**Customer**

Memphis Light, Gas and Water  
 220 South Main Street  
 Memphis, TN 38103  
 Phone: 901-528-4020

**Quoted by:**

Crayon Software Experts LLC  
 12221 Merit Drive, Suite 1400  
 Dallas, TX 75251  
 Tina Albus  
 Phone: 469-329-0290  
[sled.us@crayon.com](mailto:sled.us@crayon.com)

**Memphis Light Gas & Water - Microsoft Enterprise Services and Modern Engineer  
 Contract Number C2605 7/7/2024 - 7/6/2025**

Quantity	Service	Service Type	Annual Cost
1 Year	Broker-Unified Enterprise Support for TN - MLGW - 2024-25		\$50,761.62
Included	Enterprise Advisory Support Hours As-needed	Advisory Services	Included
Included	Enterprise Azure Problem Resolution Hours As- needed	Problem Resolution Support	Included
Included	Enterprise On-demand Assessment	On-Demand Assessment	Included
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote	Included
Included	Enterprise On-Demand Education	On-Demand Education	Included
Included	Enterprise Online Support Portal	Administrative	Included
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support	Included
Included	Enterprise Reactive Support Management	Service Delivery Management	Included
Included	Enterprise Service Delivery Management	Service Delivery Management	Included
Included	Enterprise Webcasts As-Needed	Webcast	Included
Included	Reactive Enabled Contacts	Problem Resolution Support	Included
200 ea	Proactive Credits	Proactive Credits	Included
Included	Service Delivery Management Extended	Service Delivery Management	Included
400 Hours	Enhanced Designated Engineering - Data Security	Designated Support Engineering	\$151,757.63
45480	BROKER-Unified Proactive Svcs Enterprise Modern Work for TN – MLGW – 2024-25		\$27,405.00
Subtotal			\$229,924.25
Flex Allowance			-\$25,000.00
MS Investment			-\$29,990.00
<b>Total Fees (excluding taxes)</b>			<b>\$174,934.25</b>

Note: This quotation expires 90 days from the date of this quote.

**Remit to Address:**

Crayon Software Experts, LLC  
 Attn: Finance Manager  
 12221 Merit Drive, Suite 1400  
 Dallas, TX 75251  
 Phone: 469-329-0290

Invoices: [invoice.cus@crayon.com](mailto:invoice.cus@crayon.com)  
 Send POs to [SLED.us@crayon.com](mailto:SLED.us@crayon.com)

Shannon G. Sigmon  
Shannon G. Sigmon (Mar 15, 2024, 11:21 EDT)

Shannon G. Sigmon  
 Vice President, Crayon US  
 03/15/2024

DocuSigned by:  
*Albert Brooks* 3/15/2024  
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 Manager Information Technology

DocuSigned by:  
*Timothy D McEwen* 3/15/2024  
FA836CAAD00544F...  
 Supervisor, Technical Support

DocuSigned by:  
*Renetta Lesure* 3/15/2024  
4872D33804474F3...  
 Lead Computer Software Specialist IV



3/12/2024

**Customer**

Memphis Light, Gas and Water  
220 South Main Street  
Memphis, TN 38103  
Phone: 901-528-4020

Memphis Light Gas & Water - Microsoft Enterprise Services and Modern Engineer  
Contract Number C2605 7/7/2024 - 7/6/2025

**Quoted by:**

Crayon Software Experts LLC  
12221 Merit Drive, Suite 1400  
Dallas, TX 75251  
Tina Albus  
Phone: 469-329-0290  
[sled.us@crayon.com](mailto:sled.us@crayon.com)

Renetta F. Lesure  
220 S. Main  
Memphis, TN 38103

**SUBJECT: Memphis Light Gas & Water – Microsoft Enterprise Services & Modern Engineer  
Contract No.: C2605 7/7/2024 – 7/6/2025**

Dear Renetta,

This letter serves as Crayon’s acceptance to continue delivering the services as outlined in contract no.: C2605 Microsoft Enterprise Services & Modern Engineer. This contract is for a term of one (1) year from 07/07/2024 to 07/06/2025 for the amount of \$174,934.25 with the option to proceed with three (3) additional annual renewals.

The initial term of this contract was 07/07/2023 to 07/06/2024 for the amount of \$163,041.79

The price increase is reflective of price augmentation from Service Source in the amount of \$11,892.46. This is an increase of 7.3%

Best,

**Shannon G. Sigmon**

Vice President, Sales | Crayon US Group | 919.260.1264 | [shannon.sigmon@crayon.com](mailto:shannon.sigmon@crayon.com)



Shannon G. Sigmon

Shannon G. Sigmon (Mar 15, 2024, 11:20 EDT)

Shannon G. Sigmon

Vice President, Crayon US

03/15/2024

DocuSigned by:  
*Albert Brooks* 3/15/2024  
4D01B44CFE69409...  
Manager Information Technology

DocuSigned by:  
*Timothy D McEwen* 3/15/2024  
FA836CAAD00544F...  
Supervisor, Technical Support

DocuSigned by:  
*Renetta Lesure* 3/15/2024  
4872D33804474F3...  
Lead Computer Software Specialist IV



**Microsoft Support Modern Engineer**  
(Contract C2605)

**Memorandum**

**To:** Jessica Payne, Procurement Contracts Specialist 2  
**From:** Renetta F. Lesure, Lead Computer Software Specialist IV  
**Date:** 03/15/2024  
**Re:** Renewal Price Negotiation

This memo serves as proof of negotiation of the contract terms for **Contract# C2605 Microsoft Support Modern Engineer** currently held by Crayon Software Experts, LLC. The final negotiated terms for the period starting 07/07/2024 to 07/06/2025 is \$174,934.25.

The initial term of this contract was 07/07/2023 to 07/06/2024 for the amount of \$163,041.79.

The rates for 2024-2025 have increased by \$11,892.46 or 7.3%. Prior to negotiating, Crayon Software Experts, LLC were requesting a renewal rate of \$199,934.25. It was an increase of \$36,892.46 or 22.6%.

Although a pricing discount of \$25,000 was applied at the end of negotiations, Crayon Software Experts, LLC provided MLGW with a final renewal price for **Contract# C2605 Microsoft Support Modern Engineer** that increased by 7.3% due to "price augmentation from Service Source".

The Consumer Price Index for Information Technology, Hardware and Software for March 2024 is 7.093, which is in line with the negotiated price increase.

Sincerely,

DocuSigned by:  
*Renetta Lesure* 15/2024  
4872D33804474F3...

**Renetta F. Lesure**  
Lead Computer Software Specialist IV  
Technical Support  
office: 901.729.8943  
work cell: 901.833.8005

DocuSigned by:  
*Albert Brooks* 3/15/2024  
4D01B44CFE69409...  
Manager Information Technology

DocuSigned by:  
*Timothy D McEwen* 3/15/2024  
FA836CAAD00544F...  
Supervisor, Technical Support

Contractor:

Crayon Software Experts, LLC  
5/1/2024

Contract Number: 12507 (formerly Contract No. C2605)

		Actions	Date	Amount
		Original Award 06.30.2023		<b>\$163,041.79</b>
		Amount Paid to Date as of 04.10.24		\$163,041.79
		Current Contract Balance		\$0.00
<i>Change Order No. 1</i>	<i>This change is to renew the contract for the first of four (4) annual renewal terms for the period covering July 7, 2024 through July 6, 2025 in the amount of \$174,934.25, which reflects a negotiated 7.3% increase in rates from the initial term. The cost increase is the result of price augmentation from the service source (Microsoft).</i>		5/1/2024	\$174,934.25
		<i>Available Balance</i>		<b>\$174,934.25</b>
		<i>Cumulative Contract Value</i>		<b>\$337,976.04</b>

## Resolution Summary

### 1. Description of the Item

Resolution approving Change No. 12 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to renew the contract in the funded amount of \$119,150.83.

### 2. Additional Information

The project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network.

This change is to renew annual software maintenance, license, and support services for Spoolview and Synergy for a five (5) year term covering the period July 1, 2024 through June 30, 2029 in the amount of \$103,609.42, which reflects a negotiated overall 3% increase in rates over five (5) years. MLGW is also requesting contingency funds in the amount of \$15,541.41 for any unforeseen costs, including operating system upgrades, additional servers, and reporting requirements. The total funded amount of this renewal is \$119,150.83. MLGW is requesting approval for these acquired services, which can only be provided by Jack Henry and Associates, Incorporated. The new contract value is \$795,988.15.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**May 1, 2024**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 12 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to renew the contract in the funded amount of \$119,150.83.

The project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network. The contract award was selected using the Single Source selection process.

This change is to renew annual software maintenance, license, and support services for Spoolview and Synergy for a five (5) year term covering the period July 1, 2024 through June 30, 2029 in the amount of \$103,609.42, which reflects a negotiated overall 3% increase in rates over five (5) years. MLGW is also requesting contingency funds in the amount of \$15,541.41 for any unforeseen costs, including operating system upgrades, additional servers, and reporting requirements. The total funded amount of this renewal is \$119,150.83. MLGW is requesting approval for these acquired services, which can only be provided by Jack Henry and Associates, Incorporated. This single source renewal complies with all applicable laws and policies. The new contract value is \$795,988.15.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 12 to Contract No. 10741, Laser Disk Document Storage, with Jack Henry and Associates, Incorporated to renew the current contract in the funded amount of \$119,150.83 as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Renewal.



## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 1, 2024 approved Change No. 12 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to renew the contract in the funded amount of \$119,150.83, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network. The contract award was selected using the Single Source selection process; and

WHEREAS, this change is to renew annual software maintenance, license, and support services for Spoolview and Synergy for a five (5) year term covering the period July 1, 2024 through June 30, 2029 in the amount of \$103,609.42, which reflects a negotiated overall 3% increase in rates over five (5) years. MLGW is also requesting contingency funds in the amount of \$15,541.41 for any unforeseen costs, including operating system upgrades, additional servers, and reporting requirements. The total funded amount of this renewal is \$119,150.83. MLGW is requesting approval for these acquired services, which can only be provided by Jack Henry and Associates, Incorporated. This single source renewal complies with all applicable laws and policies. The new contract value is \$795,988.15; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 12 to Contract No. 10741, Laser Disk Document Storage with Jack Henry and Associates, Incorporated, a division of Profitstars, to renew the contract in the funded amount of \$119,150.83 as approved.

### BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Lashell Vaughn  
 Specialist: Shanikka Tate

Board Meeting Date: 5/1/2024  
 Contract Number: 10741  
 Purchase Commodity: \_\_\_\_\_

Other (Non-Procurement Items): \_\_\_\_\_

<b>Responsible Group</b> <small>(Requesting Area/ Contact Person) (Telephone number/email address)</small>	350120 - Customer Information Systems / Sahiti Kilaru / 901-427-2029 / skilaru@mlgw.org	
<b>Scope:</b> Contract <input checked="" type="checkbox"/> Purchase _____ Other _____	The project scope is to provide services or software packages that will store data in digital format which is retrievable from any workstation on the MLGW network.	
<b>Explanation of Action.</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	This change is to renew annual software maintenance, license, and support services for Spoolview and Synergy for a five (5) year term covering the period July 1, 2024 through June 30, 2029.	
<b>Where will the work take place?</b> <small>(MLGW facility or jobsite, etc.)</small>	The work will take place at the MLGW's Netters Building Center.	
<b>Why the need exists?</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	The need exists to provide software maintenance, license, and support services.	
<b>Are there any anticipated vendor issues?</b> (If so, please explain)	No	
<b>Are there any contract services, labor or IBEW issues?</b> <small>If yes, has cost comparison been provided to IBEW? Date Provided?</small>	No	
<b>Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.</b>	No	
<b>If applicable, how was the recommendation determined?</b> (Bid or RFP) <input type="checkbox"/> Single Source		Does this item include Supplier Diversity? No, there is no Supplier Diversity goal assigned.

**BUDGET:**

	Total	In 2024 Budget Year	After Budget Year
Amount Requested	\$ 119,150.83	\$ 19,515.31	\$ 99,635.52
2024 Budget*	\$ 19,301,100.00		
Amount Spent Year-to-Date	\$ 883,542.32		
2024 Budget Balance Available		\$ 18,417,557.68	
Budget Balance After Award		\$ 18,398,042.37	

\*Please indicate category (O&M or Capital).

O&M      **Project** Mgr Info Technology  
**Expenditure Organization** 0352100 Manager Information Technology  
 Capital      **Expenditure Type** IS Other  
**Task** Admin Expense

Comments:

Expenditure Type	Budget	Actual	Available
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

APPROVED:

*Talyana Gibbs*

Budget & Financial Planning

03.25.2024

Date

**Jack Henry and Associates, Incorporated**  
*(formerly Goldleaf Financial Solutions)*  
 5/1/2024

**Contractor:**

**Contract Number: 10741**

	<b>Actions</b>	<b>Date</b>	<b>Amount</b>
<b>Original Award</b>	<b>Award</b>	<b>5/17/2001</b>	<b>\$73,280.00</b>
Change Order No. 1	DataTrade Cost	10/3/2002	\$100,000.00
Change Order No. 2	SpoolView Software	2/6/2003	\$9,650.00
Change Order No. 3	DataTrade Cost	6/19/2003	\$76,000.00
Continuous Maintenance	1/1/2003-12/31/2003		\$9,900.00
Continuous Maintenance	1/1/2004-12/31/2004		\$11,250.00
Continuous Maintenance	1/1/2005-12/31/2005		\$11,250.00
Continuous Maintenance	1/1/2006-12/31/2006		\$11,250.00
Continuous Maintenance	1/1/2007-12/31/2007		\$11,250.00
Continuous Maintenance	1/1/2008-12/31/2008		\$11,250.00
Continuous Maintenance	1/1/2009-12/31/2010		\$22,500.00
Change Order No. 4	Assigned Contract to Goldleaf Financial Solutions	6/21/2007	\$0.00
Change Order No. 5	This change reflected a company name change, test software and maintenance as well as to renew the maintenance of current licenses for the period covering January 1, 2011 to December 31, 2015.	6/2/2011	\$68,250.00
Change Order No. 6	This change was to upgrade the Spoolview software due the current software being at its end-of-life in the funded amount of \$97,338.40. In addition, this change also included the renewal of the upgraded software for annual software maintenance, license and support services for the period covering July 1, 2016 through June 30, 2017 in the funded amount of \$9,810.00, for the total funded amount of \$107,198.40.	10/19/2016	\$107,198.40

Change Order No. 7	This change was to ratify and renew annual software maintenance, license and support services for Spoolview and Synergy covering the period July 1, 2017 through June 30, 2018 in the funded amount of \$21,860.00, with no increase in rates from the previous renewal.	11/15/2017	\$21,860.00
Change Order No. 8	This change was to ratify and renew annual software maintenance, license and support services for Spoolview and Synergy for a three (3) year term covering the period July 1, 2018 through June 30, 2021 in the funded amount of \$55,322.57, with a decrease in rates from the previous year. The annual subscription rate is \$18,440.85.	10/17/2018	\$55,322.57
Change Order No. 9	This change was to renew annual software maintenance, license and support services for Spoolview and Synergy for a three (3) year term covering the period July 1, 2021 through June 30, 2024 in the funded amount of \$55,470.00. Also, this change is to add annual software release services, training, and upgrade services.	12/16/2020	\$55,470.00
Change Order No. 10	This change was to ratify and increase the contract value to purchase Synergy Reports and Synergy eDistribution professional service software subscription and licenses in the funded amount of \$7,200.00 for the period covering July 1, 2022 through June 30, 2024. The new licenses will be used to setup a test environment for the Synergy output management application and set up of the test server.	6/1/2022	\$7,200.00
Change Order No. 11	This change was to increase the contract value in the funded amount of \$13,956.35. Funds will be used to: 1) pay for Synergy Professional Services work efforts in the amount of \$6,750.00 and 2) replenish contract funds in the amount of \$7,206.35 which was spent to meet a deadline in setting up the Synergy Test Environment and Operating System Upgrade of a Synergy server. The term will remain July 1, 2022 through June 30, 2024.	11/1/2023	\$13,956.35
Current Contract Amount			\$676,837.32
Amount Paid to Date as of 04.03.2024			\$669,316.65
Current Contract Balance			\$7,520.67

<i>Change Order No. 12</i>	<i>This change is to renew annual software maintenance, license, and support services for Spoolview and Synergy for a five (5) year term covering the period July 1, 2024 through June 30, 2029 in the amount of \$103,609.42, which reflects a negotiated overall 3% increase in rates over five (5) years. MLGW is also requesting contingency funds in the amount of \$15,541.41 for any unforeseen costs, including operating system upgrades, additional servers, and reporting requirements. The total funded amount of this renewal is \$119,150.83.</i>	<i>5/1/2024</i>	<i>\$119,150.83</i>
<i>Available Balance</i>			<i>\$126,671.50</i>
<i>Cummulative Contract Value</i>			<i>\$795,988.15</i>

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION  
CITY OF MEMPHIS  
CONTRACT NUMBER 10741

CONTRACT CHANGE NO. 12  
DATE OF CHANGE MAY 1, 2024  
SHEET 1 OF 8

TO: CHRIS COBLE  
JACK HENRY & ASSOCIATES, INC.  
663 HIGHWAY 60, P.O. BOX 807  
MONETT, MO 65708

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZED THE FOLLOWING CHANGE IN REGARDS TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO PROVIDE SERVICES OR SOFTWARE PACKAGES THAT WILL STORE DATA IN DIGITAL FORMAT WHICH IS RETRIEVABLE FROM ANY WORKSTATION ON THE MLGW NETWORK. THE CONTRACT AWARD WAS SELECTED USING THE SINGLE SOURCE SELECTION PROCESS.

THIS CHANGE IS TO RENEW ANNUAL SOFTWARE MAINTENANCE, LICENSE, AND SUPPORT SERVICES FOR SPOOLVIEW AND SYNERGY FOR A FIVE-YEAR TERM COVERING THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2029 IN THE AMOUNT OF \$103,609.42, WHICH REFLECTS A NEGOTIATED OVERALL 3% INCREASE IN RATES OVER FIVE (5) YEARS. MLGW IS ALSO REQUESTING CONTINGENCY FUNDS IN THE AMOUNT OF \$15,541.41 FOR ANY UNFORESEEN COSTS, INCLUDING OPERATING SYSTEM UPGRADES, ADDITIONAL SERVERS, AND REPORTING REQUIREMENTS. THE TOTAL FUNDED AMOUNT OF THIS RENEWAL IS \$119,150.83. MLGW IS REQUESTING APPROVAL FOR THESE ACQUIRED SERVICES, WHICH CAN ONLY BE PROVIDED BY JACK HENRY AND ASSOCIATES, INCORPORATED. THIS SINGLE SOURCE RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$795,988.15.

CHANGE IN CONTRACT PRICE:

Contract Amount	\$676,837.32
Change Amount	<u>\$119,150.83</u> - Change No. <u>12</u>
Total Contract Amount	\$795,988.15

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT \_\_\_\_\_

DATE \_\_\_\_\_

## Addendum to Master Agreement

Effective Date: April 12, 2024

**JH Office Address:**

Jack Henry & Associates, Inc.  
663 Highway 60 P.O. Box 807  
Monett, MO 65708

**Name and Address of Customer:**

Memphis Light Gas & Water  
220 South Main Street  
Memphis, TN 38103

**Jack Henry & Associates, Inc.**, (“JH”) and **Memphis Light Gas & Water** (“Customer”) have entered into the Master Agreement for JH’s provision and Customer’s authorized use of certain products and services. The parties now wish to supplement the Master Agreement to include additional products and services within the scope of the Master Agreement.

Agreement	Date of Agreement or Addendum
Master Agreement	December 18, 2020

JH and Customer mutually agree as follows:

1. The parties agree to incorporate and add the products and services identified in this Addendum document to the scope of the Master Agreement, as of the Effective Date specified above.
2. The following definitions are added to the definitions section in Customer’s Master Agreement. If any of the following defined terms are already defined in Customer’s Master Agreement, these definitions replace the same definitions in Customer’s Master Agreement:
  - “**Exhibit A**” means the document labeled as “Exhibit A” that contains the Order Form and Solution Sections and is attached to every Master Agreement and every addendum.
  - “**Order Form**” means the portion of Exhibit A that contains the fees and costs associated with the applicable Software or Service.
  - “**Solution Section**” means each segment of Exhibit A that describes and provides any special terms and conditions applicable to the Software or Service.
  - “**Software Subscription**” means Software offered on a subscription term basis for a recurring fee that combines the fees for the License and Maintenance Services into a single Software Subscription fee.
3. If any initially capitalized terms in this Addendum are not defined in this Addendum but are defined in the Master Agreement, those terms take the meaning as defined in the Master Agreement.
4. This Addendum is subject to and incorporated as a part of the Master Agreement identified above. In the event of any conflict between the provisions of this Addendum and the provisions of the Master Agreement, including definitions, the provisions of this Addendum shall control, unless otherwise specified in this Addendum. Except to the extent specifically modified by this Addendum, the Master Agreement and any other contracts between JH and the Customer remain unchanged.
5. Unless otherwise specified in Exhibit A, the term of the Processing Services or Software Subscription indicated as “Renewal” on the Order Form) will begin on 7/1/2024 (the “Start Date”) and end 6/30/2029 (the “End Date”).
6. Upon conclusion of the initial term, the term will renew automatically for consecutive 12 month terms at the then-current standard JH fees unless either party notifies the other of non-renewal in writing at least 90 days prior to the end of the then-current term.

PSC%0030%82505%2024-04-12%00058178.0

7. Authorized representatives of the parties have signed this Addendum below.

**JH:**  
**Jack Henry & Associates, Inc.**

**CUSTOMER:**  
**Memphis Light Gas & Water**

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

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

Printed Name: **David B. Foss** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: **CEO** \_\_\_\_\_

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

Date: **4/16/2024** \_\_\_\_\_

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

Presented By: Chris Coble



## Exhibit A

### **PROCESSING SERVICES**

The following “Processing Services Fees” provision applies to all Solution Sections in this Addendum to Exhibit A which contain Processing Services Fees. In the event of conflict or ambiguity between the terms and conditions of the Master Agreement or a Solution Section in this Addendum related to Processing Services Fees, the following Processing Services Fees provision shall control and prevail.

Processing Services Fees are billed monthly. The Processing Services Fees applicable to the Processing Services purchased by Customer, as of the date of this Agreement, are set forth in the applicable Order Form or Solution Section. All Processing Services Fees will be fixed from the date of this Agreement through the first “Contract Year” of the initial term of the applicable Processing Services and then will be subject to the fee adjustments described in this subsection. Each 12 month term of a Processing Service is a “Contract Year”.

(i) Unless otherwise specified, Processing Services Fees will be subject to an annual Fee increase equal to the lesser of 4.5% or CPI, but not less than zero. At the end of the initial term and each renewal term thereafter, the Processing Services Fees may be increased to the then-current rate for the Processing Service.

(ii) JH may increase all Processing Service Fees due to increases of third-party fees, increases due to a change in law or regulation that changes JH’s cost for providing the affected Processing Service, postage rates, or due to asset size growth of Customer due to merger or acquisition.

(iii) Unless otherwise specified, JH will provide Customer 90 days’ advance written notice of any price increase.

### **SOFTWARE SUBSCRIPTION**

The following “Software Subscription” provisions apply to all Solutions in this Addendum to Exhibit A which are identified as Software Subscription Fees on the Order Form. In the event of conflict or ambiguity between the terms and conditions of the Master Agreement or a Solution Section in this Addendum related to Software Subscriptions, the following provisions shall control and prevail.

Unless otherwise specified on the signature page or in an Exhibit, the initial term of the Software Subscription commences on the Implementation Date and continues through the next June 30; thereafter, the term of the Software Subscription automatically renews for successive terms of 12 months, commencing each year on July 1. Either party reserves the right to avoid automatic renewal by giving written notice to the other party at least 60 days prior to the expiration date of the then-current term.

In connection with Customer’s installation and use of the Software at Customer’s location, the Software License provisions of this Agreement apply to the License component of the Software Subscription and the Maintenance Services provisions of this Agreement apply to the Maintenance Services component of the Software Subscription, except to the extent modified in an Exhibit.

Subject to the Limitation of Liability provisions of the Agreement, the maximum amount of JH’s cumulative liability for Losses recoverable by Customer with respect to any Software Subscription will not exceed the fees paid by Customer for the applicable Software Subscription during the previous 12 months, less expenses and pass-through costs.

## Order Form

### Imaging Solutions – Synergy Summary

<b>FY 25 Total</b>
\$19,515.31
<b>FY 26 Total</b>
\$20,100.77
<b>FY 27 Total</b>
\$20,703.79
<b>FY 28 Total</b>
\$21,324.90
<b>FY 29 Total</b>
\$21,964.65
<b>5 Year Maintenance Total</b>
\$103,609.42

# Order Form

## Imaging Solutions – Synergy

Description	Order Type	Solution Type	Net Price	Frequency
<b>Synergy Reports</b> Cal 100 Quantity: 1	Renewal	Software Maintenance	\$7,146.96	Yearly
<b>Synergy Annual Release Services</b> – production environment Quantity: 1	Renewal	Professional Service	\$2,575.00	Yearly
<b>Synergy eDistribution</b> Quantity: 1	Renewal	Software Maintenance	\$4,552.96	Yearly
<b>Synergy Reports</b> – non-production environment Quantity: 1	Renewal	Software Maintenance	\$2,144.09	Yearly
<b>Synergy Annual Release Services</b> – non-production environment Quantity: 1	Renewal	Professional Service	\$1,730.40	Yearly
<b>Synergy eDistribution</b> – non-production environment Quantity: 1	Renewal	Software Maintenance	\$1,365.89	Yearly

<b>FY 25 Total</b>
<b>\$19,515.31</b>

Description	Order Type	Solution Type	Net Price	Frequency
<b>Synergy Reports</b> Cal 100 Quantity: 1	Renewal	Software Maintenance	\$7,361.37	Yearly
<b>Synergy Annual Release Services</b> – production environment Quantity: 1	Renewal	Professional Service	\$2,652.25	Yearly
<b>Synergy eDistribution</b> Quantity: 1	Renewal	Software Maintenance	\$4,689.55	Yearly
<b>Synergy Reports</b> – non-production environment Quantity: 1	Renewal	Software Maintenance	\$2,208.41	Yearly
<b>Synergy Annual Release Services</b> – non-production environment Quantity: 1	Renewal	Professional Service	\$1,782.31	Yearly
<b>Synergy eDistribution</b> – non-production environment Quantity: 1	Renewal	Software Maintenance	\$1,406.87	Yearly

<b>FY 26 Total</b>
<b>\$20,100.77</b>

Description	Order Type	Solution Type	Net Price	Frequency
<b>Synergy Reports</b> Cal 100 Quantity: 1	Renewal	Software Maintenance	\$7,582.21	Yearly
<b>Synergy Annual Release Services</b> – production environment Quantity: 1	Renewal	Professional Service	\$2,731.82	Yearly
<b>Synergy eDistribution</b> Quantity: 1	Renewal	Software Maintenance	\$4,830.24	Yearly
<b>Synergy Reports</b> – <i>non-production environment</i> Quantity: 1	Renewal	Software Maintenance	\$2,274.66	Yearly
<b>Synergy Annual Release Services</b> – <i>non-production environment</i> Quantity: 1	Renewal	Professional Service	\$1,835.78	Yearly
<b>Synergy eDistribution</b> – <i>non-production environment</i> Quantity: 1	Renewal	Software Maintenance	\$1,449.08	Yearly

<b>FY 27 Total</b>
<b>\$20,703.79</b>

Description	Order Type	Solution Type	Net Price	Frequency
<b>Synergy Reports</b> Cal 100 Quantity: 1	Renewal	Software Maintenance	\$7,809.68	Yearly
<b>Synergy Annual Release Services</b> – production environment Quantity: 1	Renewal	Professional Service	\$2,813.77	Yearly
<b>Synergy eDistribution</b> Quantity: 1	Renewal	Software Maintenance	\$4,975.14	Yearly
<b>Synergy Reports</b> – <i>non-production environment</i> Quantity: 1	Renewal	Software Maintenance	\$2,342.90	Yearly
<b>Synergy Annual Release Services</b> – <i>non-production environment</i> Quantity: 1	Renewal	Professional Service	\$1,890.85	Yearly
<b>Synergy eDistribution</b> – <i>non-production environment</i> Quantity: 1	Renewal	Software Maintenance	\$1,492.55	Yearly

<b>FY 28 Total</b>
<b>\$21,324.90</b>

Description	Order Type	Solution Type	Net Price	Frequency
<b>Synergy Reports</b> Cal 100 Quantity: 1	Renewal	Software Maintenance	\$8,043.97	Yearly
<b>Synergy Annual Release Services</b> – production environment Quantity: 1	Renewal	Professional Service	\$2,898.19	Yearly
<b>Synergy eDistribution</b> Quantity: 1	Renewal	Software Maintenance	\$5,124.40	Yearly
<b>Synergy Reports</b> – <i>non-production environment</i> Quantity: 1	Renewal	Software Maintenance	\$2,413.19	Yearly
<b>Synergy Annual Release Services</b> – <i>non-production environment</i> Quantity: 1	Renewal	Professional Service	\$1,947.58	Yearly
<b>Synergy eDistribution</b> – <i>non-production environment</i> Quantity: 1	Renewal	Software Maintenance	\$1,537.32	Yearly

<b>FY 29 Total</b>
<b>\$21,964.65</b>

## Resolution Summary

### 1. Description of the Item

Resolution approving Change No. 3 to Contract No. 12245, Well Abandonment with Layne Christensen Company to change and renew the contract in the funded amount of \$531,320.00.

### 2. Additional Information

The original project scope was to provide for the abandonment of four (4) MLGW Water Production Wells in full compliance with the Tennessee Department of Environment and Conservation's Well Construction Standards, Chapter 0400-45-09, and Shelby County's Rules and Regulations of Wells.

This change is to expand the scope of work by increasing the number of wells abandoned under the current contract term from four (4) wells to eight (8) wells in the amount of \$165,720.00 through July 5, 2024. In addition, this change is to renew the current contract for the third of four annual renewal terms for the period July 6, 2024 - July 5, 2025 in the amount of \$365,600.00, representing eight (8) well abandonments. The total funded amount of this change and renewal is \$531,320.00. The new contract value is \$1,012,680.00.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**May 1, 2024**

---

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 3 to Contract No. 12245, Well Abandonment with Layne Christensen Company to change and renew the current contract in the funded amount of \$531,320.00.

The project scope is the abandonment of four (4) MLGW Water Production Wells in full compliance with the Tennessee Department of Environment and Conservation's Well Construction Standards, Chapter 0400-45-09, and Shelby County's Rules and Regulations of Wells. The Contractor shall furnish all permits, notices, materials, equipment, labor, transportation, erosion control, and all other appurtenances necessary for the completion of this work. The contract award was selected based on the lowest and best bid received using the sealed bid process.

This change is to expand the scope of work by increasing the number of wells abandoned under the current contract renewal term from four (4) wells to eight (8) wells, in the amount of \$165,720.00 through July 5, 2024. This will allow MLGW's Water Engineering Department to remain in compliance with regulations and maintain adequate well abandonments as necessary. In addition, this change is to renew the current contract for the third of four (4) annual renewal terms for the period covering July 6, 2024 through July 5, 2025, in the amount of \$365,600.00, which reflects a \$34,160.00 increase in costs due to an increase in raw materials, fuel, and freight charges from the past year. This renewal period consists of eight (8) well abandonments. The total funded amount of this change and renewal is \$531,320.00. This change and renewal comply with all applicable laws and policies. The new contract value is \$1,012,680.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 12245, Well Abandonment with Layne Christensen Company to change and renew the current contract in the funded amount of \$531,320.00, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Change and Renewal.



## RESOLUTION

WHEREAS, the board of Light, Gas and Water Commissioners in their meeting of May 1, 2024 approved Change No. 3 to Contract No. 12245, Well Abandonment with Layne Christensen Company to change and renew the current contract in the funded amount of \$531,320.00, and is now recommending to the Council of the City of Memphis that it approves said change and renewal as approved; and

WHEREAS, the project scope is the abandonment of four (4) MLGW Water Production Wells in full compliance with the Tennessee Department of Environment and Conservation's Well Construction Standards, Chapter 0400-45-09, and Shelby County's Rules and Regulations of Wells. The Contractor shall furnish all permits, notices, materials, equipment, labor, transportation, erosion control, and all other appurtenances necessary for the completion of this work. The contract award was selected based on the lowest and best bid received using the sealed bid process; and

WHEREAS, this change is to expand the scope of work by increasing the number of wells abandoned under the current contract renewal term from four (4) wells to eight (8) wells, in the amount of \$165,720.00 through July 5, 2024. This will allow MLGW's Water Engineering Department to remain in compliance with regulations and maintain adequate well abandonments as necessary. In addition, this change is to renew the current contract for the third of four (4) annual renewal terms for the period covering July 6, 2024 through July 5, 2025, in the amount of \$365,600.00, which reflects a \$34,160.00 increase in costs due to an increase in raw materials, fuel, and freight charges from the past year. This renewal period consists of eight (8) well abandonments. The total funded amount of this change and renewal is \$531,320.00. This change and renewal comply with all applicable laws and policies. The new contract value is \$1,012,680.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12245, Well Abandonment with Layne Christensen Company to change and renew the current contract in the funded amount of \$531,320.00 as approved.

### BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Rosser  
 Specialist: Arma Orr

Board Meeting Date: 5/1/2024  
 Contract Number: 12245  
 Purchase Commodity: \_\_\_\_\_

Other (Non-Procurement Items): \_\_\_\_\_

<b>Responsible Group</b> <small>(Requesting Area/ Contact Person) (Telephone number/email address)</small>	Water Engineering & Operations / Jeffery Embry / 901.320.3939 / jembry@mlgw.org	
<b>Scope:</b> Contract <input checked="" type="checkbox"/> Purchase _____ Other _____	The project scope is the abandonment of four (4) MLGW Water Production Wells in full compliance with the Tennessee Department of Environment and Conservation's Well Construction Standards, Chapter 0400-45-09, and Shelby County's Rules and Regulations of Wells. The Contractor shall furnish all permits, notices, materials, equipment, labor, transportation, erosion control, and all other appurtenances necessary for the completion of this work.	
<b>Explanation of Action.</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	This change is to expand the scope of work by increasing the number of wells abandoned under the current contract renewal term from four (4) wells to eight (8) wells through July 5, 2024. In addition, this change is to renew the current contract for the third of four (4) annual renewal terms for the period covering July 6, 2024 through July 5, 2025.	
<b>Where will the work take place?</b> <small>(MLGW facility or jobsite, etc.)</small>	The work will take place at various MLGW Well field sites.	
<b>Why the need exists?</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	The need exists to abandon out-of-service wells to be able to continue drilling wells to support MLGW Water Department's raw water needs.	
<b>Are there any anticipated vendor issues?</b> (If so, please explain)	No	
<b>Are there any contract services, labor or IBEW issues?</b> <small>If yes, has cost comparison been provided to IBEW? Date Provided?</small>	No	
<b>Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.</b>	No	
<b>If applicable, how was the recommendation determined?</b> (Bid or RFP) <span style="float: right;">Sealed Bid</span>	Does this item include Supplier Diversity? No, there is no Supplier Diversity goal assigned.	

**BUDGET:**

	<b>Total</b>	<b>In 2024 Budget Year</b>	<b>After Budget Year</b>
Amount Requested	\$ 531,320.00	\$ 348,520.00	\$ 182,800.00
2024 Budget*	\$ 7,789,000.00		
Amount Spent Year-to-Date	\$ 770,011.28		
2024 Budget Balance Available		\$ 7,018,988.72	
Budget Balance After Award		\$ 6,670,468.72	

\*Please indicate category (O&M or Capital).

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> O&M                | <b>Project</b> <u>Production Wells</u>                           |  |
|   | <b>Expenditure Organization</b> <u>0511410 Water Engineering</u> |  |
| <input checked="" type="checkbox"/> Capital | <b>Expenditure Type</b> <u>eAM Contracted Svcs</u>               |  |
|   | <b>Task</b> <u>Various</u>                                       |  |

Comments:

Expenditure Type	Budget	Actual	Available
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

APPROVED:

Talyana Gibbs  
 Budget & Financial Planning

04.03.2024  
 Date

**Contractor:** Layne Christensen Company  
**5/1/2024**

**Contract Number:** 12245

<b>Actions</b>		<b>Date</b>	<b>Amount</b>
Award 05.05.2021			<b>\$149,920.00</b>
Change Order No. 1	This change was to renew the current contract for the first of four (4) annual renewal terms for the period covering July 6, 2022 through July 5, 2023 in the funded amount of \$165,720.00, which reflected a 10.54% increase from the initial term. The cost increase was due to increases in raw materials, fuel and freight charges from inflation in the past year.	4/20/2022	<b>\$165,720.00</b>
Change Order No. 2	This change was to renew the current contract for the second of four (4) annual renewal terms for the period covering July 6, 2023 through July 5, 2024 in the funded amount of \$165,720.00 with no increase from the previous renewal term.	5/17/2023	\$165,720.00
Current Contract Amount			\$481,360.00
Amount Paid to Date as of 04.03.2024			\$271,086.00
Current Contract Balance			\$210,274.00
Change Order No. 3	<i>This change is to expand the scope of work by increasing the number of wells abandoned under the current contract renewal term from four (4) wells to eight (8) wells, in the amount of \$165,720.00 through July 5, 2024. This will allow MLGW's Water Engineering Department to remain in compliance with regulations and maintain adequate well abandonments as necessary. In addition, this change is to renew the current contract for the third of four (4) annual renewal terms for the period covering July 6, 2024 through July 5, 2025, in the amount of \$365,600.00, which reflects a \$34,160.00 increase in costs due to an increase in raw materials, fuel, and freight charges from the past year. This renewal period consists of eight (8) well abandonments. The total funded amount of this change and renewal is \$531,320.00.</i>	5/1/2024	<b>\$531,320.00</b>
Available Balance			<b>\$741,594.00</b>
Cumulative Contract Value			<b>\$1,012,680.00</b>

**Note: MLGW's Water Engineering Department will utilize the current contract balance as follows: 1) The Contractor is scheduled to complete four (4) well abandonments for the week of April 8, 2024, with an estimated value of \$150,000.00 +/- depending on the depth of the wells to be abandoned; and 2) \$60,274.00 will be allocated for contingency funds for any unforeseen repairs that are discovered during the abandonm ent.**

## CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION  
 CITY OF MEMPHIS  
 CONTRACT NUMBER 12245

CONTRACT CHANGE NO. 3  
 DATE OF CHANGE MAY 1, 2024  
 SHEET 1 OF 5

TO: MR. ISAAC GUESS

LAYNE CHRISTENSEN COMPANY

1212 UNIVERSITY STREET

MEMPHIS, TN 38108

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZED THE FOLLOWING CHANGE IN REGARDS TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS THE ABANDONMENT OF FOUR (4) MLGW WATER PRODUCTION WELLS IN FULL COMPLIANCE WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION'S WELL CONSTRUCTION STANDARDS, CHAPTER 0400-45-09, AND SHELBY COUNTY'S RULES AND REGULATIONS OF WELLS. THE CONTRACTOR SHALL FURNISH ALL PERMITS, NOTICES, MATERIALS, EQUIPMENT, LABOR, TRANSPORTATION, EROSION CONTROL, AND ALL OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS WORK. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID RECEIVED USING THE SEALED BID PROCESS.

THIS CHANGE IS TO EXPAND THE SCOPE OF WORK BY INCREASING THE NUMBER OF WELLS ABANDONED UNDER THE CURRENT CONTRACT RENEWAL TERM FROM FOUR (4) WELLS TO EIGHT (8) WELLS, IN THE AMOUNT OF \$165,720.00 THROUGH JULY 5, 2024. THIS WILL ALLOW MLGW'S WATER ENGINEERING DEPARTMENT TO REMAIN IN COMPLIANCE WITH REGULATIONS AND MAINTAIN ADEQUATE WELL ABANDONMENTS AS NECESSARY.

IN ADDITION, THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR (4) ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JULY 6, 2024 THROUGH JULY 5, 2025, IN THE AMOUNT OF \$365,600.00, WHICH REFLECTS A \$34,160.00 INCREASE IN COSTS DUE TO AN INCREASE IN RAW MATERIALS, FUEL, AND FREIGHT CHARGES FROM THE PAST YEAR. THIS RENEWAL PERIOD CONSISTS OF EIGHT (8) WELL ABANDONMENTS. THE TOTAL FUNDED AMOUNT OF THIS CHANGE AND RENEWAL IS \$531,320.00. THIS CHANGE AND RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$1,012,680.00.

**CHANGE IN CONTRACT PRICE:**

<b>Contract Amount</b>	<b>\$ 481,360.00</b>
<b>Change Amount</b>	<b>\$ <u>531,320.00</u> - Change No. <u>3</u></b>
<b>Total Contract Amount</b>	<b>\$ 1,012,680.00</b>

**APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**

\_\_\_\_\_  
**APPROVED BY THE PRESIDENT**

\_\_\_\_\_  
**DATE**



Layne  
1212 University Street  
Memphis, TN 38108

T (901) 274-2324  
graniteconstruction.com

December 18, 2023

Memphis Light, Gas, and Water Division  
P.O. Box 430  
Memphis, TN 38101-0430  
Attn: Heather Horton

RE: Contract 12245 – Additional Abandonments

Dear Heather,

Per MLGW request, Layne Christensen Company would like to increase the number of wells subject to abandonment under Contract 12245 from four (4) wells annually to eight (8) wells annually. Due to the increase in the number of abandonments, an additional \$165,720.00 will need to be added to the total contract value for the current renewal.

Thank you for taking this renewal option into consideration. We look forward to continuing this project with MLGW.

Sincerely,

Isaac D. Guess

Isaac D. Guess  
Account Manager  
Layne

Reviewed and recommended by:

DocuSigned by:  
*Quinton Clark* 2/8/2024  
1168464DF88D460...



Layne  
1212 University Street  
Memphis, TN 38108

T (901) 274-2324  
graniteconstruction.com

April 4, 2024

Memphis Light, Gas, and Water Division  
P.O. Box430  
Memphis, TN 38101-0430  
Attn: Heather Horton

**RE: Contract 12245 - Renewal of Contract - Renewal #3**

Dear Heather,

Layne Christensen Company would like to exercise our option to renew Contract 12245. We do have pricing increases for this renewal caused by the increase of raw materials, fuel and freight charges that have affected this economy in the past year. Please have your contracts management team review and respond. See the attached document that accompanies this letter.

Thank you for taking this renewal option into consideration. We look forward to continuing this project with MLGW.

Sincerely,

Juan Lopez  
Area Manager  
Layne Christensen Company

Reviewed and recommended by:

DocuSigned by:  
*Jeffery C. Embury* 4/26/2024  
F005CA411E924AC...



# WATER PRODUCTION WELL ABANDONMENT

## MLGW CONTRACT NO. 12245

### PROPOSAL

**Well Abandonment Items:**

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>**Total Cost</u>
1	*Seal Outer Casing (greater than or equal to 20" diameter)	4,800	Feet	\$ <u>65.00</u>	\$ <u>312,000</u>
2	*Seal Inner Casing/ Strainer (typically      diameter)	1,200	Feet	\$ <u>25.00</u>	\$ <u>30,000</u>
3	Tremmie Pipe	5,600	Feet	\$ <u>4.10</u>	\$ <u>22,960</u>
4	Silt Fence	640	Feet	\$ <u>1.00</u>	\$ <u>640.00</u>

\*\*(Estimated Quantity X Unit Cost= Total Cost)

<b>TOTAL BID AMOUNT</b>	\$ <u>365,600.00</u>
-------------------------	----------------------

Total Cost of Three hundred sixty five thousand and six hundred Dollars and NO Cents (\$ 365,600.00).

\* Abandonment cost shall include mobilization; purchase, delivery and testing of neat cement grout; pumping neat cement grout into casing; restoration of site to original condition; protection and clean-up of the well lot and demobilization.

Prices are unit prices.

The site for any well may be at another location in any MLGW well field, to be determined by MLGW.

Any and all related Contractor expense must be included in the unit prices provided above, as necessary.

The goal is to award a contract for up to four (4) well abandonments based upon well bids as determined by the MLGW Water Engineering and Operations Department.

MLGW reserves the right not to purchase any item, in whole or part, in the Bid Proposal.

BB-3A

## Resolution Summary

### 1. Description of the Item

Resolution approving Change No. 18 to Contract No. 10793, Professional Portfolio Software with Advent Software, Incorporated to ratify and renew the current contract in the funded amount of \$36,468.85.

### 2. Additional Information

The project scope is to provide accounting and portfolio management software for MLGW's Treasury Management Department.

This change is to ratify and renew the current contract for an additional year for the period covering May 11, 2024 through May 10, 2025 in the amount of \$36,468.85, which reflects a 3% increase in rates from the previous term. The increase is due to continued product development, the cost of supporting software products, and increases in the cost of doing business. MLGW is requesting the approval of continuous maintenance support of the acquired system, which can only be performed by Advent Software, Incorporated. The new contract value is \$685,320.36.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**May 1, 2024**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners, the approval of Change No. 18 to Contract No. 10793, Professional Portfolio Software with Advent Software, Incorporated to ratify and renew the current contract in the funded amount of \$36,468.85.

The project scope is to provide accounting and portfolio management for MLGW's Treasury Management Department. This contract award was selected based on the Sole Source selection process.

This change is to ratify and renew the current contract for an additional year for the period covering May 11, 2024 through May 10, 2025 in the amount of \$36,468.85, which reflects a 3% increase in rates from the previous term. The increase is due to continued product development, the cost of supporting software products, and increases in the cost of doing business. MLGW is requesting the approval of continuous maintenance support of the acquired system, which can only be performed by Advent Software, Incorporated. This sole source ratification and renewal complies with all applicable laws and policies. The new contract value is \$685,320.36.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 18 to Contract No. 10793, Professional Portfolio Software, with Advent Software, Incorporated to ratify and renew the current contract in the funded amount of \$36,468.95, as outlined in the above preamble, is approved; and further

THAT, the President, or his designated representative is authorized to execute the Ratification and Renewal.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 1, 2024 approved Change No. 18 to Contract No. 10793, Professional Portfolio Software with Advent Software, Incorporated to ratify and renew the current contract in the funded amount of \$36,468.85, and is now recommending to the Council of the City of Memphis that it approves said ratification and renewal as approved; and

WHEREAS, the project scope is to provide accounting and portfolio management for MLGW's Treasury Management Department. The contract award was selected based on the Sole Source selection process; and

WHEREAS, this change is to ratify and renew the current contract for an additional year for the period covering May 11, 2024 through May 10, 2025 in the amount of \$36,468.85, which reflects a 3% increase in rates from the previous term. The increase is due to continued product development, the cost of supporting software products, and increases in the cost of doing business. MLGW is requesting the approval of continuous maintenance support of the acquired system, which can only be performed by Advent Software, Incorporated. This sole source ratification and renewal complies with all applicable laws and policies. The new contract value is \$685,320.36; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 18 to Contract No. 10793, Professional Portfolio Software with Advent Software, Incorporated to ratify and renew the current contract in the funded amount of \$36,468.85 as approved.

### BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Dana Jeanes  
 Specialist: Shanikka Tate

Board Meeting Date: 5/1/2024  
 Contract Number: 10793  
 Purchase Commodity: \_\_\_\_\_

Other (Non-Procurement Items): \_\_\_\_\_

<b>Responsible Group</b> <small>(Requesting Area/ Contact Person) (Telephone number/email address)</small>	Treasury Management / Anne Walk / 901-528-4156 / awalk@mlgw.org	
<b>Scope:</b> Contract <input checked="" type="checkbox"/> Purchase _____ Other _____	The project scope is to provide accounting and portfolio management for MLGW's Treasury Management Department.	
<b>Explanation of Action.</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	This change is to ratify and renew the current contract for an additional year for the period covering May 11, 2024 through May 10, 2025.	
<b>Where will the work take place?</b> <small>(MLGW facility or jobsite, etc.)</small>	The work will take place in the MLGW Treasury Management Department.	
<b>Why the need exists?</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	The need exists to provide access to accounting and portfolio management for the Treasury Management Department.	
<b>Are there any anticipated vendor issues?</b> (If so, please explain)	No	
<b>Are there any contract services, labor or IBEW issues?</b> <small>If yes, has cost comparison been provided to IBEW? Date Provided?</small>	No	
<b>Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.</b>	No	
<b>If applicable, how was the recommendation determined?</b> (Bid or RFP) <u>Sole Source</u>	Does this item include Supplier Diversity? There is no Supplier Diversity participation on this contract.	

**BUDGET:**

<b>Amount Requested</b>	<b>Total</b>	<b>In 2024 Budget Year</b>	<b>After Budget Year</b>
	\$ 36,468.85	\$ 36,468.85	\$ -
<b>2024 Budget*</b>	\$ 36,900.00		
<b>Amount Spent Year-to-Date</b>	\$ -		
<b>2024 Budget Balance Available</b>		\$ 36,900.00	
<b>Budget Balance After Award</b>		\$ 431.15	

\*Please indicate category (O&M or Capital).

<input checked="" type="checkbox"/> O&M	<b>Project</b> <u>Treasury Management R2018</u>	
	<b>Expenditure Organization</b> <u>0300100 Treasury Management</u>	
<input type="checkbox"/> Capital	<b>Expenditure Type</b> <u>Purchase PC Software</u>	
	<b>Task</b> <u>Admin Expense</u>	

Comments:

Expenditure Type	Budget	Actual	Available
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

APPROVED:

Talyana Gibbs  
 Budget & Financial Planning

02.27.2024  
 Date

Contractor:

Advent Software, Inc.  
5/1/2024

Contract Number: 10793

	Actions	Date	Amount
<b>Original Award</b>	<b>Award</b>	<b>9/6/2001</b>	<b>\$162,666.86</b>
Change No. 1	This change was to purchase maintenance for the AXYS and DTC interface products provided the cost does not exceed 10% over the prior yearly change.	4/19/2007	\$22,349.69
Change No. 2	This change was to purchase license and maintenance support to MLGW with AXYS and DTC Interface products.	5/15/2008	\$24,594.24
Change No. 3	This change was to renew the contract for the period covering April 19, 2009 through April 20, 2010.	3/19/2009	\$26,402.80
Change No. 4	This change was to renew the contract for the period covering the May 11, 2010 through May 10, 2011 with a 4.35% increase from the previous year due to the upgrade of the software.	3/18/2010	\$27,550.10
Change No. 5	This change was to renew the contract for the period covering May 11, 2011 through May 10, 2012.	4/7/2011	\$28,444.77
Change No. 6	This change was to renew the contract for the period covering May 11, 2012 through May 10, 2013 with no increase from the previous year.	3/15/2012	\$28,444.77
Change No. 7	This change was to renew the contract for the period covering May 11, 2013 through May 10, 2014, which reflects a 3.00% increase from the previous year.	3/7/2013	\$29,286.11
Change No. 8	This change was to renew the current contract for the period covering May 11, 2014 through May 10, 2015, which reflects a 3.00% increase from the previous year.	3/20/2014	\$30,152.70
Change No. 9	This change was to renew the current contract for an additional year for the period covering May 11, 2015 through May 10, 2016 which, reflects a 2.96% increase from the previous year.	3/18/2015	\$31,045.28

**Contractor:**

**Advent Software, Inc.  
5/1/2024**

**Contract Number: 10793**

Change No. 10	This change was to renew the current contract for an additional year for the period covering May 11, 2016 through May 10, 2017, which reflects a 2.96% increase from the previous year.	3/16/2016	\$31,964.64
Change No. 11	This change was to renew the current contract for an additional year for the period covering May 11, 2017 through May 10, 2018 which, reflects a 2.96% increase from the previous year.	3/22/2017	\$32,911.58
Change No. 12	This change was to renew the current contract for an additional year for the period covering May 11, 2018 through May 10, 2019, which reflects a 3.00% increase from the previous year.	3/21/2018	\$33,886.93
Change No. 13	This change was to renew the current contract for an additional year for the period covering May 11, 2019 through May 10, 2020 in the funded amount of \$34,891.53, with a 3.00% increase from the previous year; which will be absorbed in the current contract value.	4/3/2019	\$0.00
Change No. 14	This change was to renew the current contract for an additional year for the period covering May 11, 2020 through May 10, 2021 in the funded amount of \$35,926.28, with a 3% increase from the previous year.	3/18/2020	\$35,926.28
Change No. 15	This change was to renew the current contract for an additional year for the period covering May 11, 2021 through May 10, 2022 in the funded amount of \$33,408.11.	4/7/2021	\$33,408.11
Change No. 16	This change was to renew the current contract for an additional year for the period covering May 11, 2022 through May 10, 2023 in the amount of \$34,398.35, which reflects a 3% increase in rates from the previous term. The increase was due to continued development and the cost of supporting the software products, as well as increases in the cost of doing business.	3/16/2022	\$34,398.35

Contractor:

Advent Software, Inc.  
5/1/2024

Contract Number: 10793

Change No. 17	This change was to ratify and renew the current contract for an additional year for the period covering May 11, 2023 through May 10, 2024 in the amount of \$35,418.30, which reflects a 3% increase in rates from the previous term. The increase is due to continued development and the cost of supporting software products, as well as increases in the cost of doing business.	5/17/2023	\$35,418.30
Current Contract Amount			\$648,851.51
Amount Paid to Date as of 04.03.2024			\$647,830.96
Current Contract Balance			\$1,020.55
Change No. 18	<i>This change is to ratify and renew the current contract for an additional year for the period covering May 11, 2024 through May 10, 2025 in the amount of \$36,468.85, which reflects a 3% increase in rates from the previous term. The increase is due to continued product development, the cost of supporting software products, and increases in the cost of doing business.</i>	5/1/2024	\$36,468.85
<i>Available Balance</i>			<i>\$37,489.40</i>
<i>Cumulative Contract Value</i>			<i>\$685,320.36</i>



CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS, AND WATER DIVISION  
CITY OF MEMPHIS  
CONTRACT NUMBER 10793

CONTRACT CHANGE NO. 18  
DATE OF CHANGE MAY 1, 2024  
SHEET 1 OF 4

TO: MS. JENNIFER VELTRI  
ADVENT SOFTWARE, INCORPORATED  
9000 SOUTHSIDE BOULEVARD, SUITE 7500  
JACKSONVILLE, FL 32256

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARDS TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO PROVIDE ACCOUNTING AND PORTFOLIO MANAGEMENT FOR MLGW'S TREASURY MANAGEMENT DEPARTMENT. THIS CONTRACT AWARD WAS SELECTED BASED ON THE SOLE SOURCE SELECTION PROCESS.

THIS CHANGE IS TO RATIFY AND RENEW THE CURRENT CONTRACT FOR AN ADDITIONAL YEAR FOR THE PERIOD COVERING MAY 11, 2024 THROUGH MAY 10, 2025 IN THE AMOUNT OF \$36,468.85, WHICH REFLECTS A 3% INCREASE IN RATES FROM THE PREVIOUS TERM. THE INCREASE IS DUE TO CONTINUED PRODUCT DEVELOPMENT, THE COST OF SUPPORTING SOFTWARE PRODUCTS, AND INCREASES IN THE COST OF DOING BUSINESS. MLGW IS REQUESTING THE APPROVAL OF CONTINUOUS MAINTENANCE SUPPORT OF THE ACQUIRED SYSTEM, WHICH CAN ONLY BE PERFORMED BY ADVENT SOFTWARE, INCORPORATED. THIS SOLE SOURCE RATIFICATION AND RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$685,320.36.

CHANGE IN CONTRACT PRICE:

Contract Amount	\$ 648,851.51
Change Amount	\$ <u>36,468.85</u> – Change No. <u>18</u>
Total Contract Amount	\$ 685,320.36

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

\_\_\_\_\_  
APPROVED BY THE PRESIDENT

\_\_\_\_\_  
DATE

# ADVENT'

Quote Notification Dated: 13-FEB-2024

## Renewal Options for MEMPHIS LIGHT, GAS & WATER (1233)

Term Date: 11-MAY-2024 to 10-MAY-2025

We are proud to be a part of your firm's success and we look forward to our continued relationship through our innovative solutions and services. Please review the below options for renewal and advise us at least 30 days prior to your contract renewal date of your selection. If you have questions, we are here to support you.

### Your Current Solutions and Pricing

Your last contract:

ACD: 11,817.89  
Perpetual Maintenance:35,418.30

### Your Projected Solutions and Pricing

Your projected contract:

ACD: 12,763.32  
Perpetual Maintenance: See Table Below

## Maintenance Pricing

	Option A
Term	1 year
Cost	36,468.85

In recognition of your loyalty, we are pleased to offer the following options for your renewal consideration. All the price options mentioned above are in USD



**Manager, Treasury Management**

JENNIFER VELTRI  
Renewal Sales Representative  
jveltri@sscinc.com

*This offer is valid until 30 days prior to your contract renewal date. If not accepted prior, this offer is null, and void and the renewal will assume current list price as the next year's quote. This quote does NOT include applicable sales tax. This is not an invoice; a final invoice will be mailed including sales tax.*



# ADVENT"

Product Detail	
CompanyName: MEMPHIS LIGHT, GAS & WATER	1233
Current Period: 11-MAY-2024 to 10-MAY-2025	
Full Term Period: 11-MAY-24 to 10-MAY-25	

Product Licensed	Current Period Fee	Service	Seats
<b>AXYS, MAINTENANCE, ADDL YEAR PRODUCTION - PLUS</b>			
AXYS, PROFESSIONAL SERVICES, CUSTOM REPORTS-AI233X	100.00	PLUS	1
AXYS, PROFESSIONAL SERVICES, CUSTOM REPORTS - D1233X	100.00	PLUS	1
AXYS, PROFESSIONAL SERVICES, CUSTOM REPORTS - C1233X	100.00	PLUS	1
AXYS, PROFESSIONAL SERVICES, CUSTOM REPORTS - B1233X	100.00	PLUS	1
AXYS, LICENSE, PRODUCTION	36,068.85	PLUS	6
<b>Subtotal</b>	<b>36,468.85</b>		
<b>Total:</b>	<b>USO</b>	<b>36468.85</b>	

Is your current level of service meeting your business needs? Please visit our website, <http://connection.advent.com/support/maintenance/index.asp> to learn more about what Advent Software premium services can offer you and make any recommendations. See below for estimated amount to upgrade.

Estimated adjustment(s):		
Upgrade to Preferred:	USO	5,470
Upgrade to Pinnacle:	USO	9,120

These are estimated values only. Please call your Renewal Specialist to confirm upgrade pricing.

*This offer is valid until 30 days prior to your contract renewal date. If not accepted prior, this offer is null, and void and the renewal will assume current list price as the next year's quote. This quote does NOT include applicable sales tax. This is not an invoice; a final invoice will be mailed including sales tax.*



## Advent Maintenance Fee Structure

February 20, 2024

Memphis Light, Gas & Water

Advent Customer ID: 1233

220 S Main St

Memphis, TN 38103-3917

ATTN: James Kallaher.

We have annual increases on all of our software products. The increases take into account continued development of our products, the cost to support those products, as well as increases in the cost of doing business. Your AXYS product saw a 3% increase this year. We thank you for your tenured business as one of our oldest clients and look forward to continuously providing you with industry leading solutions and service. If you have any interest in learning about other solutions, please let us know.

Sincerely,

G== byVJM

981EFF3125CM78...  
Jennifer Veltri



**Manager, Treasury Management**

## Resolution Summary

### 1. Description of the Item

Resolution approving 2nd Amendment to Natural Gas Supply Agreement with Tennergy Corporation for sale and purchase of Natural Gas.

### 2. Additional Information

MLGW seeks to renew and extend the prepay contract with Tennergy Corporation. This resolution extends the term by an additional five years to August 2054 and increases the discount per unit. This extension benefits MLGW customers with an additional discount of potentially \$1,264,200 on projected gas cost.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**May 1, 2024**

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RESOLUTION APPROVING THE EXECUTION, DELIVERY AND PERFORMANCE OF SECOND AMENDMENT TO THE NATURAL GAS SUPPLY AGREEMENT WITH TENNERGY, CORP., FOR SALE AND PURCHASE OF NATURAL GAS, AND OTHER DOCUMENTS RESPECTING THE PROPOSED NATURAL GAS PREPAYMENT TRANSACTION

WHEREAS, Memphis Light, Gas & Water, a division of the City of Memphis, Tennessee has a need for natural gas supplies to serve its customers; and

WHEREAS, on February 1, 2019, following approvals from this Board and the Memphis City Council, MLGW executed a “Natural Gas Supply Agreement” with Tennergy Corporation (“Tennergy”) for a term of approximately 30 years, as amended by that certain First Amendment to Natural Gas Supply Agreement dated April 1, 2020 (the "Gas Purchase Agreement"), providing for the purchase of natural gas by MLGW from Tennergy in an amount not to exceed 10,000 MMBtu per day on an annual average basis in the November through March months and 5,000 MMBtu per day on an annual average basis in the April through October months, at a rate with not less than a \$0.30/MMBtu discount; and

WHEREAS, Tennergy successfully priced the bond issuance and closed the transaction with Royal Bank of Canada on February 21, 2019; and

WHEREAS, Tennergy is currently repricing and has been advised by U.S. Bank Trust Company, National Association, that an extension of the prepay term by approximately 5 years will result in an increased discount to MLGW on the transaction; and

WHEREAS, pursuant to the original Gas Purchase Agreement, Tennergy will seek to refinance the prepayment under, and the other costs of, the prepayment project by issuing its Gas Supply Revenue Refunding Bonds, Series 2024 (including Sub-series), the proceeds of which will be used to defease the Series 2019A Bonds; and

WHEREAS, on average, MLGW has received a discount of \$0.35/MMBtu in gas purchases from Tennergy under the Gas Purchase Agreement, and has the opportunity to receive an additional \$0.07/MMBtu in Discounts realized by the refinancing by amending the original Gas Purchase Agreement; and

WHEREAS, this Amendment (attached hereto as Exhibit A) amends the original Gas Purchase

Agreement to: set the Discount for the next Reset Period; to further amend the original Gas Purchase Agreement to extend the term thereof by a period of five (5) years; and modify the Daily Contract Quantity delivery schedule; and

WHEREAS, as a condition precedent to the effectiveness of the parties' obligations under the Amendment, Issuer will have issued the Bonds associated with the Reset Period; and

WHEREAS, under the Amendment, MLGW will pay for gas supplies delivered pursuant to the amended Gas Supply Agreement only if and as such supplies are delivered.

NOW, THEREFORE, BE IT RESOLVED that subject to the approval of the Memphis City Council, the Second Amendment to Natural Gas Supply Agreement, and the Purchase Terms, transactions, purchases and obligations represented thereby, are hereby approved in substantially the form of the draft of the Second Amendment to Natural Gas Purchase Agreement (Exhibit A) placed in the Minute File of the Participant, and the President and CEO is hereby authorized, with advice of counsel, to finalize the Second Amendment to Natural Gas Purchase Agreement with such changes, additions, and deletions as are required, in their sole discretion, to complete the Amendment, and the execution of the Amendment will be conclusive evidence of any such approval; and

FURTHER RESOLVED that the President and CEO and other appropriate officers are hereby authorized to execute and deliver all such additional certificates, documents and other instruments reasonably required or desirable to complete the transactions contemplated by Second Amendment, including but not limited to any necessary tax certificates or documents necessary to evidence the Participant's compliance with any tax or continuing disclosure requirements arising as a result of the Participant's execution of the Second Amendment or as reasonably required by any surety or other provider of payment assurance on behalf of the Participant.

## CITY COUNCIL RESOLUTION

## RESOLUTION APPROVING THE EXECUTION, DELIVERY AND PERFORMANCE OF SECOND AMENDMENT TO THE NATURAL GAS SUPPLY AGREEMENT WITH TENNERGY, CORP., FOR SALE AND PURCHASE OF NATURAL GAS, AND OTHER DOCUMENTS RESPECTING THE PROPOSED NATURAL GAS PREPAYMENT TRANSACTION

WHEREAS, Memphis Light, Gas & Water, a division of the City of Memphis, Tennessee has a need for natural gas supplies to serve its customers; and

WHEREAS, on February 1, 2019, following approvals from this Board and the Memphis City Council, MLGW executed a "Natural Gas Supply Agreement" with Tennergy Corporation ("Tennergy") for a term of approximately 30 years, as amended by that certain First Amendment to Natural Gas Supply Agreement dated April 1, 2020 (the "Gas Purchase Agreement"), providing for the purchase of natural gas by MLGW from Tennergy in a n a n a m o u n t not to exceed 10,000 MMBtu per day on an annual average basis in the November through March months and 5,000 MMBtu per day on an annual average basis in the April through October months, at a rate with not less than a \$0.30/MMBtu discount; and

WHEREAS, Tennergy successfully priced the bond issuance and closed the transaction with Royal Bank of Canada on February 21, 2019; and

WHEREAS, Tennergy is currently repricing and has been advised by U.S. Bank Trust Company, National Association, that an extension of the prepay term by approximately 5 years will result in an increased discount to MLGW on the transaction; and

WHEREAS, pursuant to the original Gas Purchase Agreement, Tennergy will seek to refinance the prepayment under, and the other costs of, the prepayment project by issuing its Gas Supply Revenue Refunding Bonds, Series 2024 (including Sub-series), the proceeds of which will be used to defease the Series 2019A Bonds; and

WHEREAS, on average, MLGW has received a discount of \$0.35/MMBtu in gas purchases from Tennergy under the Gas Purchase Agreement, and has the opportunity to receive an additional \$0.07/MMBtu in Discounts realized by the refinancing by amending the original Gas Purchase Agreement; and



WHEREAS, this Amendment (attached hereto as Exhibit A) amends the original Gas Purchase Agreement to: set the Discount for the next Reset Period; to further amend the original Gas Purchase Agreement to extend the term thereof by a period of five (5) years; and modify the Daily Contract Quantity delivery schedule; and

WHEREAS, as a condition precedent to the effectiveness of the parties' obligations under the Amendment, Issuer will have issued the Bonds associated with the Reset Period; and

WHEREAS, u n d e r t h e A m e n d m e n t , MLGW will pay for gas supplies delivered pursuant to the amended Gas Supply Agreement only if and as such supplies are delivered; and

WHEREAS, the Board of Light, Gas and Water Commissioners has recommended to the Council of the City of Memphis has recommended approval of the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED that subject to the approval of the Memphis City Council, the Se c o n d A m e n d m e n t t o N a t u r a l G a s S u p p l y A g r e e m e n t , and the Purchase Terms, transactions, purchases and obligations represented thereby, are hereby approved in substantially the form of the draft of the Second Amendment to Natural Gas Purchase Agreement ( E x h i b i t A ) placed in the Minute File of the Participant, and the President and CEO is hereby authorized, with advice of counsel, to finalize the Second Amendment t o N a t u r a l G a s P u r c h a s e A g r e e m e n t with such changes, additions, and deletions as are required, in their sole discretion, to complete the Amendment, and the execution of the A m e n d m e n t will be conclusive evidence of any such approval; and

FURTHER RESOLVED that the President and CEO and other appropriate officers are hereby authorized to execute and deliver all such additional certificates, documents and other instruments reasonably required or desirable to complete the transactions contemplated by S e c o n d A m e n d m e n t , including but not limited to any necessary tax certificates or documents necessary to evidence the Participant's compliance with any tax or continuing disclosure requirements arising as a result of the Participant's execution of the Second Amendment or as reasonably required by any surety or other provider of payment assurance on behalf of the Participant.

**EXHIBIT “A”**

**SECOND AMENDMENT TO NATURAL GAS SUPPLY AGREEMENT**

This **SECOND AMENDMENT TO NATURAL GAS SUPPLY AGREEMENT** (this “**Amendment**”) is entered into as of [Dated Date], by and between the Tennergy Corporation, An Energy Acquisition Corporation, a public nonprofit corporation and public instrumentality of its associated municipalities and of the State of Tennessee (“**Tennergy**”), and Memphis Light, Gas and Water Division, a municipally owned utility under the laws of the State of Tennessee (the “**Gas Purchaser**”). Tennergy and the Gas Purchaser may be referred to individually in this Amendment from time to time as a “**Party**” or collectively as the “**Parties**”. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Supply Agreement referenced below.

WHEREAS, Tennergy issued its Gas Supply Revenue Bonds, Series 2019A (the “**Series 2019A Bonds**”), pursuant to a Trust Indenture, dated as of February 1, 2019; and

WHEREAS, proceeds of the Series 2019A Bonds were applied by Tennergy to purchase an approximately 30-year prepaid supply of natural gas (the “**Gas Supply**”) from the Royal Bank of Canada (“**Royal Bank**”), as seller, pursuant to a Prepaid Natural Gas Purchase and Sale Agreement, dated February 8, 2019; and

WHEREAS, in connection with its acquisition of the Gas Supply, Tennergy and the Gas Purchaser entered into that certain Natural Gas Supply Agreement dated as of February 1, 2019, as amended by that certain First Amendment to Natural Gas Supply Agreement dated April 1, 2020 (“**Supply Agreement**”), providing for the sale of a portion of the Gas Supply by Tennergy to the Gas Purchaser; and

WHEREAS, Tennergy and U.S. Bank Trust Company, National Association, will enter into an Amended and Restated Trust Indenture, dated as of [Dated Date], providing for the issuance of Tennergy’s Gas Supply Revenue Refunding Bonds, Series 2024 (the “**Series 2024 Bonds**”) the proceeds of which will be used to defease the Series 2019A Bonds; and

WHEREAS, a portion of the proceeds of the Series 2024 Bonds will be used by Tennergy to prepay the costs of the acquisition of an additional supply of natural gas under the Amended and Restated Prepaid Natural Gas Purchase and Sale Agreement, dated [Pricing Date], a portion of which will be resold to the Gas Purchaser; and

WHEREAS, in connection with the issuance of the Series 2024 Bonds, Tennergy and the Gas Purchaser have agreed to amend certain provisions of the Supply Agreement as provided herein;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I**  
**AMENDMENTS TO GAS SUPPLY CONTRACT**

Section 1.1 Amendments to Section 1.1. Section 1.1 of the Supply Agreement is hereby amended by (a) deleting the definition of “**Bond Resolution**”; (b) adding the definition of the terms

**“Additional Delivery Period”** and **“Original Delivery Period”**; (c) deleting the definition of the terms **“Annual Delivery Period”**, **“Bonds”**, **“Delivery Period”**, **“Indenture”**, **“Prepaid Gas Agreement”**, and **“Refunding Bonds”** in their entirety and replacing them all as set forth as follows:

**“Additional Delivery Period”** means the period from and including the first Gas Day of [\_\_\_\_\_] to and including the last Gas Day of [\_\_\_\_\_].

**“Annual Delivery Period”** means (i) initially, the period beginning on the first Gas Day of [\_\_\_\_\_] and ending on the last Gas Day of [\_\_\_\_\_], and (ii) thereafter, the period beginning on the first Gas Day of each [\_\_\_\_\_] and continuing until the last Gas Day of each [\_\_\_\_\_] until the last Gas Day of [\_\_\_\_\_]20[\_\_\_\_\_].

**“Bonds”** means the Series 2024 Bonds, and any Refunding Bonds issued from time to time pursuant to the Indenture.

**“Delivery Period”** means the Original Delivery Period as extended by the Additional Delivery Period, unless earlier terminated pursuant to Article V.

**“Indenture”** means the Amended and Restated Trust Indenture, dated as of [Dated Date], between Tennergy and the Trustee, as it may be amended or supplemented from time to time.

**“Original Delivery Period”** means the period from and including the first Gas Day of January 2020 to and including the last Gas Day of December 2049.

**“Prepaid Gas Agreement”** is the Prepaid Natural Gas Purchase and Sale Agreement, dated as of February 8, 2019, as amended by the Amended and Restated Prepaid Natural Gas Purchase and Sale Agreement, dated [Pricing Date].

**“Refunding Bonds”** means any Bonds issued by Tennergy under and in accordance with the Indenture to refund the Series 2024 Bonds or any other Bonds then outstanding under the Indenture.

Section 1.2 Amendment of Exhibit A. The Supply Agreement is hereby amended by (a) deleting Exhibit A thereto in its entirety and replacing it with a new Exhibit A in the form attached to this Amendment as Attachment A and (b) updating the table of contents to reflect such Exhibit.

Section 1.3 Amendment of Exhibit B – Daily Contract Quantities. The Supply Agreement is hereby amended by deleting Exhibit B thereto in its entirety and replacing it with a new Exhibit B in the form attached to this Amendment as Attachment B.

Section 1.4 Amendment of Exhibit C – Project Participants and Their Daily Contract Quantities. The Supply Agreement is hereby amended by deleting Exhibit C thereto in its entirety and replacing it with a new Exhibit C in the form attached to this Amendment as Attachment C.

## ARTICLE II MISCELLANEOUS

Section 2.1 Effect of Amendment. Except as otherwise amended by this Amendment, the Supply Agreement shall be and remain in full force and effect, and the execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy under the Supply Agreement, nor constitute a waiver of any provision of the Supply Agreement. Tennergy and the Gas Purchaser hereby ratify and affirm all payment and performance obligations, contingent or otherwise, under the Supply Agreement and acknowledge that the Supply Agreement, as amended hereby, remains in full force and effect and is hereby ratified and affirmed.

Section 2.2 Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, together with the Supply Agreement, constitutes the entire agreement between the Parties relating to the subject matter hereof and thereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment. The Parties agree that an electronic signature of a Party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment.

Section 2.3 Governing Law. This Agreement is entered into by Tennergy pursuant to the authority contained in the Act. This Agreement shall be interpreted and construed in accordance with the Act and other applicable laws of the State of Tennessee, excluding conflicts of law principles which would refer to the laws of another jurisdiction

Section 2.4 Closing. The consummation of the transactions contemplated in this Amendment (the “**Closing**”) shall take place at the offices of Orrick or at such other place as the Parties may agree, on or before [\_\_\_\_\_], 2024 (such date of the Closing being the “**Closing Date**”). In the event that the Closing has not taken place by the end of the day on the Closing Date, this Amendment shall be void and of no force or effect and the Supply Agreement shall remain in full force and effect as though the Amendment had not been entered into.

Section 2.5 Closing Deliverables. On the Closing Date, Gas Purchaser shall deliver to Tennergy: (i) a Federal Tax Certificate in substantially the form set forth in Attachment D to this Amendment; (ii) a Closing Certificate in substantially the form set forth in Attachment E to this Amendment; and (iii) an opinion of counsel to the Gas Purchaser in substantially the form set forth in Attachment F to this Amendment.

(Signatures appear on the following page)

IN WITNESS whereof this Amendment has been executed on the date first above written.

**TENNERGY CORPORATION,  
AN ENERGY ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name: Braxton Williams  
Title: President

Attested By: \_\_\_\_\_  
Name: Stacy Scoggins  
Title: Secretary

Memphis Light, Gas and Water Division

By: \_\_\_\_\_  
Name: Doug McGowen  
Title: President & CEO

Attested By: \_\_\_\_\_  
Name: Dana Jeanes  
Title: Secretary-Treasurer

Approved as to Form:

By: \_\_\_\_\_  
Name: Jennifer Sink  
Title: General Counsel

**ATTACHMENT A**

## EXHIBIT A

**PRIMARY DELIVERY POINTS, DISCOUNT & RESET PERIOD**

Primary Delivery Point: Texas Gas Transmission, Zone 1 Pool

Discount: The Discount per MMBtu as defined in Section 1.2(y) of the Agreement for the Reset Period noted below shall be [\$0.\_\_\_\_].

Reset Period: [\_\_\_\_\_ to \_\_\_\_\_]

Effective Date: [Dated Date]

**ATTACHMENT B**

EXHIBIT B

**DAILY CONTRACT QUANTITIES MMBTU PER DAY**

**ATTACHMENT C**

EXHIBIT C

**PROJECT PARTICIPANTS**  
**AND THEIR DAILY CONTRACT QUANTITIES (MMBtu per Day)**



**ATTACHMENT D**  
**FORM OF FEDERAL TAX CERTIFICATE**

[Closing Date]

This Federal Tax Certificate is executed in connection with the Second Amendment to the Natural Gas Supply Agreement dated as of [Dated Date] (the “Supply Agreement”), by and between Tennergy Corporation, An Energy Acquisition Corporation (“Tennergy”) and Memphis Light, Gas and Water Division (“Gas Purchaser”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement or in the Indenture.

WHEREAS Gas Purchaser acknowledges that Tennergy is issuing the Bonds to fund the prepayment price under the Amended and Restated Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser’s use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds’ qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a municipal corporation created and existing pursuant to the laws of the State of Tennessee.
2. Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to its retail Gas customers within its Gas service area, to its municipal wholesale customers, which will resell the Gas to their customers within their Gas service areas, or to its joint action agency customers for sale to their municipal customers for resale to their retail customers in their Gas service areas, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term “service area” means (x) the area throughout which Gas Purchaser, Gas Purchaser’s municipal wholesale customers, or a joint action agency’s municipal customers, provided Gas transmission or distribution service at all times during the 5-year period ending on December 31, 2023, and from then until the date of issuance of the Bonds (the “Closing Date”), and (y) any area recognized as the service area of Gas Purchaser, Gas Purchaser’s municipal wholesale customers, or a joint action agency’s municipal customers, under state or federal law.
3. The annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, by municipal wholesale customers of Gas Purchaser for resale within the service areas of such municipal wholesale customers, and by a joint action agency from Gas Purchaser for resale to its municipal customers for resale to their retail customers within those municipal customers’ Gas service areas is \_\_\_\_\_ MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is \_\_\_\_\_ MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is \_\_\_\_\_ MMBtu. The annual average amount of Gas which Gas Purchaser otherwise has a right to acquire as of the Closing Date is \_\_\_\_\_ MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the annual average amount of Gas which Gas Purchaser holds in storage, and (c) the amount of Gas which Gas Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is \_\_\_\_\_ MMBtu. Accordingly, the amount

of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any year does not exceed the sum of (i) \_\_\_\_% of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, by municipal wholesale customers of Gas Purchaser for resale to customers of such municipal wholesale customers within such customers' service areas, or by a joint action agency from Gas Purchaser for resale to its municipal customers for resale to their retail customers within those municipal customers' Gas service areas; and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this paragraph 3, the term "testing period" means the 5 calendar years ending December 31, 2023, and the term "service area" means (x) the area throughout which Gas Purchaser provided Gas transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser under state or federal law.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement with funds derived from its Gas distribution operations. Gas Purchaser expects to use current Gas revenues to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

IN WITNESS WHEREOF the undersigned has executed this certificate all as of the date first above written.

Memphis Light, Gas and Water Division

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

Name: Doug McGowen  
Title: President & CEO

**ATTACHMENT E**  
**FORM OF CLOSING CERTIFICATE**

[Closing Date]

Re: Tennergy Corporation  
Gas Project Revenue Bonds, Series 2024A

The undersigned President & CEO of Memphis Light, Gas and Water Division (the “Gas Purchaser”), hereby certifies as follows in connection with the Second Amendment to Natural Gas Supply Agreement dated as of [Dated Date], (the “Second Amendment”) amending the Natural Gas Supply Agreement dated as of February 1, 2019, as amended by that certain First Amendment to Natural Gas Supply Agreement dated April 1, 2020 (the “Agreement”) between the Gas Purchaser and Tennergy Corporation, An Energy Acquisition Corporation (“Tennergy”) and the issuance and sale by Tennergy of the above-referenced bonds (the “Bonds”) (capitalized terms used and not defined herein shall have the meanings given to them in the Agreement, as amended by the Second Amendment):

1. Gas Purchaser is a municipally owned utility under the laws of the State of Tennessee, duly created and validly existing and in good standing under the laws of the State of Tennessee, and has the corporate power and authority to enter into and perform its obligations under the Second Amendment.
2. By all necessary official action on its part, the Gas Purchaser has duly authorized and approved the execution and delivery of, and the performance by the Gas Purchaser of the obligations on its part contained in the Second Amendment, and such authorization and approval has not been amended, supplemented, rescinded or modified in any respect since the date thereof.
3. The Agreement, as amended by the Second Amendment, constitutes the legal, valid and binding obligation of the Gas Purchaser.
4. The authorization, execution and delivery of the Second Amendment and compliance with the provisions on the Gas Purchaser's part contained in the Agreement, as amended by the Second Amendment (a) will not conflict with or constitute a breach of or default in any material respect under (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of State of Tennessee relating to Gas Purchaser and its affairs, and (b) will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.
5. The Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of State of Tennessee or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Gas Purchaser is a party or to which the Gas Purchaser or any of its property or assets are subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by the Gas Purchaser under any of the foregoing.
6. Payments to be made by the Gas Purchaser under the Agreement, as amended by the Second Amendment, shall constitute operating expenses of the Gas Purchaser’s utility system

payable solely from the revenues and other available funds of Gas Purchaser’s utility system as a cost of purchased gas. The application of the revenues and other available funds of the Gas Purchaser’s utility system to make such payments is not subject to any prior lien, encumbrance or other restriction.

7. No litigation, proceeding or tax challenge is pending or, to its knowledge, threatened, against the Gas Purchaser in any court or administrative body which would (a) contest the right of the officials of the Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Gas Purchaser, (c) contest the validity, due authorization and execution of the Second Amendment or (d) attempt to limit, enjoin or otherwise restrict or prevent the Gas Purchaser from executing, delivering and performing the Agreement as amended by the Second Amendment, nor to the knowledge of the Gas Purchaser is there any basis therefor.

8. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Gas Purchaser of its obligations under the Agreement, as amended by the Second Amendment, have been duly obtained.

9. The representations and warranties of the Gas Purchaser contained in the Agreement were true, complete and correct on and as of the date thereof and are true, complete and correct on and as of the date hereof.

10. The statements and information with respect to the Gas Purchaser contained in the Preliminary Official Statement dated [\_\_\_\_\_], 2024 and the Official Statement dated [\_\_\_\_\_], 2024, with respect to the Bonds, including Appendix B thereto (the “Official Statement”), fairly and accurately describe and summarize the financial and operating position of the Gas Purchaser for the periods shown therein, and such statements and information did not as of the date of the Official Statement and do not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements and information, in the light of the circumstances under which they were made, not misleading.

11. No event affecting the Gas Purchaser has occurred since the date of the Official Statement which should be disclosed therein in order to make the statements and information with respect to the Gas Purchaser contained therein, in light of the circumstances under which they were made, not misleading in any material respect.

IN WITNESS WHEREOF the undersigned has executed this Closing Certificate on and as of the date first written above.

Memphis Light, Gas and Water Division

By: \_\_\_\_\_  
Name: Doug McGowen  
Title: President & CEO

**ATTACHMENT F**  
**FORM OF OPINION OF COUNSEL TO GAS PURCHASER**

[Closing Date]

Tennergy Corporation, An Energy Acquisition Corporation  
 Jackson, Tennessee

Royal Bank of Canada  
 Toronto, Canada

RBC Capital Markets, Inc.  
 New York, New York

JPMorgan Chase Bank, N.A.  
 New York, New York

U.S. Bank Trust Company, National Association  
 Atlanta, Georgia

Re: Second Amendment to Natural Gas Supply Agreement Between  
 Memphis Light, Gas and Water Division and Tennergy  
 Corporation, An Energy Acquisition Corporation dated as of  
 [Dated Date]

Ladies and Gentlemen:

We are counsel to Memphis Light, Gas and Water Division (the “Gas Purchaser”). We are furnishing this opinion to you in connection with the Second Amendment to Natural Gas Supply Agreement dated as of [Dated Date] (the “Second Amendment”), amending the Natural Gas Supply Agreement dated as of February 1, 2019, as amended by that certain First Amendment to Natural Gas Supply Agreement dated April 1, 2020 (the “Agreement”).

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning ascribed to them in the Agreement, as amended by the Second Amendment.

In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of the following:

- (a) The Constitution and laws of the State of Tennessee, including, as applicable, acts, certificates, articles, charters, bylaws, and agreements pursuant to which the Gas Purchaser was created and by which it is governed;
- (b) Resolution, duly adopted by Gas Purchaser on \_\_\_\_\_, 2024 (the “Resolution”) and certified as true and correct by certificate, authorizing Gas Purchaser to execute and deliver the Second Amendment;
- (c) A copy of the Second Amendment and Agreement executed by Gas Purchaser; and

- (d) All outstanding instruments relating to bonds, notes, or other indebtedness of or relating to Gas Purchaser.

We have also examined and relied upon originals or copies, certified or otherwise authenticated to my satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below. As to factual matters, we have relied solely upon the documents described above, the representations and warranties of the Gas Purchaser contained in the Agreement and the Second Amendment, other agreements and certificates delivered in connection therewith, the certificate of incorporation of the Gas Purchaser, as amended, and various certificates and other documents furnished to us by Gas Purchaser's officers.

Based upon the foregoing, we are of the opinion that:

1. Gas Purchaser is a municipally owned utility under the laws of the State of Tennessee, and has the power and authority to carry on its business as now being conducted, and to execute, deliver, and perform the Agreement, as amended by the Second Amendment.

2. The execution, delivery, and performance by Gas Purchaser of the Second Amendment have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of the Second Amendment by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

3. The Second Amendment is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to my knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Second Amendment or Gas Purchaser's participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

5. As of the date of the Second Amendment, to the best of my knowledge after due inquiry, there is no pending or threatened action or proceeding affecting Gas Purchaser which purports to affect the legality, validity, or enforceability of the Agreement or the Second Amendment.

This opinion is rendered solely for the use and benefit of the addressee hereto in connection with the Second Amendment and may not be relied upon other than in connection with the transactions contemplated by the Agreement, as amended by the Second Amendment, or by any other person or entity for any purpose whatsoever, nor may they be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned.

Sincerely,

## Resolution Summary

### 1. Description of the Item

Resolution awarding Contract No. 12478, Repaving Sheahan Pumping Station Drives and Parking Areas to Barnes & Brower, Inc. in the funded amount of \$372,471.45

### 2. Additional Information

The project scope is to furnish supervision, labor, transportation, equipment, and materials to mill, remove, and demolish the existing asphalt and replace the asphalt at the entire, parking areas and drives at MLGW's Sheahan Pumping Station.

**EXCERPT**  
**from**  
**MINUTES OF MEETING**  
**of**  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
**held**  
**May 1, 2024**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12478, Repaving Sheahan Pumping Station Drives and Parking Areas to Barnes & Brower, Inc. in the funded amount of \$372,471.45.

The project scope is to furnish supervision, labor, transportation, equipment and materials to mill, remove and demolish the existing asphalt and replace the asphalt at the entire site, parking areas and drives at MLGW's Sheahan Pumping Station located at 3941 Grandview Avenue, Memphis, TN 38111.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on December 6, 2023. MLGW solicited 17 bids and received three (3) bids on February 6, 2024. The lowest and best bid received was from Barnes & Brower, Inc. in the amount of \$342,471.45. MLGW is also requesting the approval of contingency funds in the amount of \$30,000.00 to prepare for any unforeseen site conditions. The total amount of this award is \$372,471.45. The term of this contract is for one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12478, Repaving Sheahan Pumping Station Drives and Parking Areas to Barnes & Brower, Inc. in the funded amount of \$372,471.45, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.



## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 1, 2024 awarded Contract No. 12478, Repaving Sheahan Pumping Station Drives and Parking Areas to Barnes & Brower, Inc. in the funded amount of \$372,471.45, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to furnish supervision, labor, transportation, equipment and materials to mill, remove and demolish the existing asphalt and replace the asphalt at the entire site, parking areas and drives at MLGW's Sheahan Pumping Station located at 3941 Grandview Avenue, Memphis, TN 38111; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on December 6, 2023. MLGW solicited 17 bids and received three (3) bids on February 6, 2024. The lowest and best bid received was from Barnes & Brower, Inc. in the amount of \$342,471.45. MLGW is also requesting the approval of contingency funds in the amount of \$30,000.00 to prepare for any unforeseen site conditions. The total amount of this award is \$372,471.45. The term of this contract is for one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12478, Repaving Sheahan Pumping Station Drives and Parking Areas to Barnes & Brower, Inc. in the funded amount of \$372,471.45 as approved.

# MEMPHIS LIGHT, GAS & WATER DIVISION INTERDEPARTMENTAL

**TO:** Board of Commissioners **DATE:** 5/1/24  
**FROM:** Randy Orsby - Manager of Procurement and Contracts  
**SUBJECT:** Contract No. 12478 - Repaving Sheahan Pumping Station Drives and Parking Areas

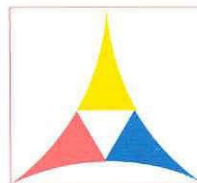
The Contracts Management Department with an outline of work to be provided by the Central Support Services Department, solicited bids to furnish supervision, labor, transportation, equipment and materials to mill, remove and demolish the existing asphalt and replace the asphalt at the entire site, parking areas and drives at MLGW's Sheahan Pumping Station located at 3941 Grandview Avenue, Memphis, TN 38111.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on December 6, 2023. MLGW solicited 17 bids and received three (3) bids on February 6, 2024. The lowest and best bid received was from Barnes & Brower, Inc. in the amount of \$342,471.45. MLGW is also requesting the approval of contingency funds in the amount of \$30,000.00 to prepare for any unforeseen site conditions. The total amount of this award is \$372,471.45.

Contractor	Total	<i>Local Bidding Preference or Presence Bid Amount (if applicable)</i>	Local Bidding Preference and Presence Comments
Barnes & Brower, Inc. 3787 Old Getwell Road Memphis, TN 38118	\$342,471.45	\$325,347.88	The Contractor provided documentation to be considered for the Local Bidding Preference.
Perry Pavement Company, LLC 6000 Poplar Avenue, Suite 250 Memphis, TN 38119	\$424,048.57	N/A	The Contractor did not provide documentation to be considered for the Local Bidding Preference or Presence.
VuCon, LLC 527 North Hollywood Street, Memphis, TN 38112	\$426,465.20	NA	The Contractor did not provide documentation to be considered for the Local Bidding Preference or Presence.

MLGW, through its evaluation and selection process, recommends the award of Contract No. 12478, Repaving Sheahan Pumping Station Drives and Parking Areas to Barnes & Brower, Inc. in the funded amount of \$372,471.45.

# INTERDEPARTMENTAL MEMORANDUM



Juanita Ford Boothe  
Email: [jford@mlgw.org](mailto:jford@mlgw.org)  
Phone: (901) 734-4089

CENTRAL SUPPORT SERVICES, FACILITIES  
Mail Code: NB01-261  
Fax: (901) 729-8504

To: Arma Orr  
From: Juanita Ford Boothe  
Date: February 28, 2024  
Subject: Contract Award – Repaving Sheahan PS Drives and Parking Areas  
Contract # 12478

Arma,

Per this memo, I recommend we award the above contract to Barnes and Brower, Inc. for the bid amount of \$342,471.45. To prepare for unforeseen site conditions, Central Support Services is requesting to add contingency funds in the amount of \$30,000.00 for a total contract award amount of \$372,471.45.

  
Juanita Ford Boothe

DocuSigned by: 2/28/2024  
APPROVED: Kimberly Pasley DATE \_\_\_\_\_  
MB0815191DAE427 Support Services

C: Kimberly Pasley  
Jay Stressel



**DATE:** February 27, 2024

**TO:** See Distribution List Below

**RE:** Notification of the Intent to Award  
Contract No. 12478 ~ Repaving Sheahan Pumping Station Drives and Parking Areas

On behalf of MLGW, thank you for participating in the recent bid solicitation for **Contract No. 12478 ~ Repaving Sheahan Pumping Station Drives and Parking Areas** in which sealed bids were received on **February 6, 2024**.

After an evaluation of bids received, a Notification of the Intent to Award to **Barnes & Brower, Inc.** has been received in the Contracts Management Department.

*It should be noted that **Contract No. 12478** is not legally effective until both parties sign the "Contract Documents". It should also be noted that no oral communications relating to the Contract Documents is effective and binding on you and MLGW.*

*Again, thank you for your interest in doing business with MLGW. Please do not hesitate to contact me via email at [aorr@mlgw.org](mailto:aorr@mlgw.org) or by phone at 901-528-4020 if you have any questions or concerns.*

Sincerely,

*Arma Orr*

Arma Orr  
Procurement Contracts Specialist II  
Contracts Management Department  
Memphis Light, Gas and Water Division  
Office: 901-528-4020  
Email: [aorr@mlgw.org](mailto:aorr@mlgw.org)

**Distribution List:**

- **Barnes & Brower, Inc. ~ 3787 Old Getwell Road, Memphis, TN 38118**
- **Perry Pavement Company, LLC ~ 6000 Poplar Avenue, Suite 250, Memphis, TN 38119**
- **VuCon, LLC ~ 527 North Hollywood Street, Memphis, TN 38112**

cc: Jay Stressel  
Juanita Ford  
Alan Young  
Kimberly Pasley

# INTERDEPARTMENTAL MEMORANDUM



Manager, Procurement & Contracts -

PO Box430  
**Memphis, TN 38101**  
 P: (901) 528-4635  
 F: (901) 528-4374

To: Arma Orr  
 CC: LaTausha Kelly, Shelby Collins & Tiffany Byrd  
 From: Tamara Pate  
 Date: February 15, 2024  
 Re: Supplier Diversity Compliance Review

Comments: I have completed the Supplier Diversity Compliance Review of the attached proposals submitted for **Contract No. 12478: REPAVING SHEAHAN PUMPING STATION DRIVES AND PARKING AREAS.** The proposals are responsive relative to the 20% Supplier Diversity goal and may be forwarded to the User Area Representative for further review.

	BIDDER	BID AMOUNT	SUPPLIER DIVERSITY GOAL: 20%	VALUE OF SUPPLIER DIVERSITY GOAL	COMPLIANCE
1	<b>BARNES &amp; BROWER, INC.</b>	\$342,471.45	<b>23.85%</b>	\$77,694.00	Yes
2	<b>PERRY PAVEMENT COMPANY, LLC.</b>	\$424,048.57	<b>100%</b>	\$424,048.57	Yes
3	<b>VUCON, LLC</b>	\$426,465.20	<b>35.61%</b>	\$151,856.19	Yes

The proposal for **Perry Pavement Company, LLC.** includes:

- A completed Assurance Statement for Perry to serve as prime contractor completing 100% of the contract for asphalt paving, excavation and cold planning. Perry is a

certified MBE/LSB from City of Memphis Office of Business Diversity & Compliance OBDC (exp. 11/13/2024.)

- **This bid is compliant and responsive to the goal.**

COMPANY	BUSINESS CLASSIFICATION	DOLLAR VALUE	%OF TOTAL BID	CURRENT CERTIFICATE	LETTER OF NON-ATTAINMENT
Perry Pavement Company	MBE/LSB-COM	\$424,048.57	100%	YES	NO

**The proposal for Barnes & Brower includes:**

- A completed Assurance Statement for Davis & Davis to serve as subcontractor completing 23.85% of the contract for aggregate base installation, drainage and concrete. Davis & Davis is a certified MBE/LSB from uniform Certification Agency (exp. 12/15/2024.)
- Additional non-certified subcontractors include:
  - o Pollan Paving- asphalt paving work (46.99% = \$153,077.04)
  - o Grinder Excavating- demolition, etc. (7.53% = \$24,525.00)
- **This bid is compliant and responsive to the goal.**

COMPANY	BUSINESS CLASSIFICATION	DOLLAR VALUE	%OF TOTAL BID	CURRENT CERTIFICATE	LETTER OF NON-ATTAINMENT
Davis & Davis	MBE/LSB-UCA	\$77,694.00	23.85%	YES	NO

**The proposal for Vucon includes:**

- A completed Assurance Statement for VuCon - the prime contractor to complete 35.61% of the project for asphalt milling, project management, site cleaning and civil construction. VuCon is a certified MBE from Shelby County Government (exp. 01/31/2027)
- Additional non-certified subcontractor includes:
  - o Gibsons Paving: asphalt paving (41.73%= \$177,984.19)
- **This bid is compliant and responsive to the goal.**

COMPANY	BUSINESS CLASSIFICATION	DOLLAR VALUE	%OF TOTAL BID	CURRENT CERTIFICATE	LETTER OF NON-ATTAINMENT
VuCon	MBE-SGC	\$151,856.19	35.61%	YES	NO

**BOARD RESOLUTION TRANSMITTAL**

Expenditure Org Executive: Dr. Von Goodloe  
 Specialist: Arma Orr

Board Meeting Date: 5/1/2024  
 Contract Number: 12478  
 Purchase Commodity: Contract  
 Other (Non-Procurement Items): \_\_\_\_\_

<b>Responsible Group</b> (Requesting Area/ Contact Person) (Telephone number/email address)	Facilities / Jay Stresel / 901-491-5435 / jstresel@mlgw.org	
<b>Scope:</b> Contract <input checked="" type="checkbox"/> Purchase _____ Other _____	The project scope is to furnish supervision, labor, transportation, equipment and materials to mill, remove and demolish the existing asphalt and replace the asphalt at the entire site, parking areas and drives at MLGW's Sheahan Pumping Station located at 3941 Grandview Avenue, Memphis, TN 38111.	
<b>Explanation of Action.</b> (Contract/Purchase invoice payments, land purchase, dues, other)	This is an award.	
<b>Where will the work take place?</b> (MLGW facility or jobsite, etc.)	The work will take place at MLGW's Sheahan Pumping Station.	
<b>Why the need exists?</b> (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to pave asphalt surfaces that have deteriorated due to age.	
<b>Are there any anticipated vendor issues?</b> (If so, please explain)	No	
<b>Are there any contract services, labor or IBEW issues?</b> If yes, has cost comparison been provided to IBEW? Date Provided?	No	
<b>Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.</b>	No	
<b>If applicable, how was the recommendation determined?</b> (Bid or RFP) <u>Sealed Bid</u>	Does this item include Supplier Diversity? Yes, a 20% Supplier Diversity goal was assigned to this contract. The actual participation is 23.85% MBE/LSB-UCA - Davis and Davis.	

**BUDGET:**

	Total	In 2024 Budget Year	After Budget Year
Amount Requested	\$ 372,471.45	\$ 372,471.45	\$ -
2024 Budget*	\$ 1,061,000.00		
Amount Spent Year-to-Date	\$ -		
2024 Budget Balance Available		\$ 1,061,000.00	
Budget Balance After Award		\$ 688,528.55	

\*Please indicate category (O&M or Capital).

- O&M      **Project** Water - Buildings & Structures  
**Expenditure Organization** 0360400 Facilities  
 Capital      **Expenditure Type** eAM Contracted Services  
**Task** WO1331615

Comments:

Expenditure Type	Budget	Actual	Available
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

APPROVED:

Tatyana Gibbs

03.01.2024

Budget & Financial Planning

Date

## Resolution Summary

### 1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12409, Trash Removal Services to BFI Waste Services, LLC dba Republic Services of Memphis to renew the current contract in the funded amount of \$348,232.32.

### 2. Additional Information

The project scope is to furnish all supervision, labor, transportation, and equipment to provide dumpsters at various MLGW properties for non-hazardous waste materials and trash disposal by the same Contractor.

This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering July 13, 2024 through July 12, 2025 in the amount of \$348,232.32, with no increase in rates from the initial term. The new contract value is \$696,464.64.



**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**May 1, 2024**

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The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Change No. 1 to Contract No. 12409, Trash Removal Services to BFI Waste Services, LLC dba Republic Services of Memphis to renew the current contract in the funded amount of \$348,232.32.

The project scope is to furnish all supervision, labor, transportation, and equipment to provide dumpsters at various MLGW properties for non-hazardous waste materials and trash disposal by the same Contractor. The contract award was selected based on the lowest and best bid received using the Sealed Bid process.

This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering July 13, 2024 through July 12, 2025 in the amount of \$348,232.32, with no increase in rates from the initial term. This renewal complies with all applicable laws and policies. The new contract value is \$696,464.64.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change Order No. 1 to Contract No. 12409, Trash Removal Services with BFI Waste Services, LLC dba Republic Services of Memphis to renew the current contract in the funded amount of \$348,232.32, as outlined in the above preamble, is approved; and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

## RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of May 1, 2024 approved Change No. 1 to Contract No. 12409, Trash Removal Services with BFI Waste Services, LLC dba Republic Services of Memphis to renew the current contract in the funded amount of \$348,232.32, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to furnish all supervision, labor, transportation, and equipment to provide dumpsters at various MLGW properties for non-hazardous waste materials and trash disposal by the same Contractor. The contract award was selected based on the lowest and best bid received using the Sealed Bid process; and

WHEREAS, this change is to renew the current contract for the first of four (4) annual renewal terms for the period covering July 13, 2024 through July 12, 2025 in the amount of \$348,232.32, with no increase in rates from the initial term. This renewal complies with all applicable laws and policies. The new contract value is \$696,464.64; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12409, Trash Removal Services with BFI Waste Services, LLC dba Republic Services of Memphis to renew the current contract in the funded amount of \$348,232.32 as approved.

### BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Dr. Von Goodloe  
 Specialist: Arma Orr

Board Meeting Date: 5/1/2024  
 Contract Number: 12409  
 Purchase Commodity: Contract

Other (Non-Procurement Items): \_\_\_\_\_

<b>Responsible Group</b> <small>(Requesting Area/ Contact Person) (Telephone number/email address)</small>	360420-Building Services and Grounds / Charles D. Barnes II / 901-320-1589 / charles.barnes@mlgw.org	
<b>Scope:</b> Contract <input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Other <input type="checkbox"/>	The project scope is to furnish all supervision, labor, transportation, and equipment to provide dumpsters at various MLGW properties for non-hazardous waste materials and trash disposal by the same Contractor.	
<b>Explanation of Action.</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering July 13, 2024 through July 12, 2025.	
<b>Where will the work take place?</b> <small>(MLGW facility or jobsite, etc.)</small>	The work will take place at various MLGW locations.	
<b>Why the need exists?</b> <small>(Contract/Purchase invoice payments, land purchase, dues, other)</small>	The need exists to provide non-hazardous trash removal services.	
<b>Are there any anticipated vendor issues?</b> (If so, please explain)	No	
<b>Are there any contract services, labor or IBEW issues?</b> <small>If yes, has cost comparison been provided to IBEW? Date Provided?</small>	No	
<b>Is there a Budget deficit? If yes, please explain why. Identify in the Budget section below the area, charge code and amount which will absorb the shortfall.</b>	No	
<b>If applicable, how was the recommendation determined?</b> (Bid or RFP) <b>Sealed Bid</b>		<b>Does this item include Supplier Diversity? There is no Supplier Diversity participation on this contract.</b>

**BUDGET:**

<b>Amount Requested</b>	<b>Total</b>	<b>In 2024 Budget Year</b>	<b>After Budget Year</b>
	\$ 348,232.32	\$ 174,116.16	\$ 174,116.16
<b>2024 Budget*</b>	\$ 2,406,996.00		
<b>Amount Spent Year-to-Date</b>	\$ 497,719.66		
<b>2024 Budget Balance Available</b>		\$ 1,909,276.34	
<b>Budget Balance After Award</b>		\$ 1,735,160.18	

\*Please indicate category (O&M or Capital).

<input checked="" type="checkbox"/> O&M	<b>Project</b> <u>Building Svcs/Gnds R2018</u>	
	<b>Expenditure Organization</b> <u>0360420 Building Services and Grounds</u>	
<input type="checkbox"/> Capital	<b>Expenditure Type</b> <u>Contracted Svc-Other</u>	
	<b>Task</b> <u>Admin Expense</u>	

Comments:

Expenditure Type	Budget	Actual	Available
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
			\$ -

APPROVED:

*Talyana Bibb*

Budget & Financial Planning

04.15.2024

Date

**BFI Waste Services, LLC dba Republic Services of  
Memphis  
5/1/2024**

**Contractor:**

**Contract Number: 12409**

		<b>Actions</b>	<b>Date</b>	<b>Amount</b>
		Original Award 07.13.2023		\$348,232.32
		Amount Paid to Date as of 04.03.2024		\$213,828.74
		Current Contract Balance		\$134,403.58
<i>Change Order No. 1</i>		<i>This change is to renew the current contract for the first of four (4) annual renewal terms for the period covering July 13, 2024 through July 12, 2025 in the amount of \$348,232.32, with no increase in rates from the initial term.</i>	<i>5/1/2024</i>	<i>\$348,232.32</i>
		<i>Available Balance</i>		<i>\$482,635.90</i>
		<i>Cumulative Contract Value</i>		<i>\$696,464.64</i>
<p><i>Note: MLGW's Building Services and Grounds Department anticipates more invoices for services rendered by the Vendor which will utilize the available balance through the end of the current contract term of July 12, 2024.</i></p>				

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION  
CITY OF MEMPHIS  
CONTRACT NUMBER 12409

CONTRACT CHANGE NO. 1  
DATE OF CHANGE MAY 1, 2024  
SHEET 1 OF 2

TO: JASON WEST  
BFI WASTE SERVICES, LLC DBA REPUBLIC SERVICES OF MEMPHIS  
3840 HOMEWOOD ROAD  
MEMPHIS, TN 38118

YOU ARE ADVISED THAT THE MEMPHIS LIGHT, GAS AND WATER DIVISION, CITY OF MEMPHIS, MEMPHIS, TENNESSEE HEREBY AUTHORIZES THE FOLLOWING CHANGE IN REGARD TO THE ABOVE CONTRACT NUMBER. THE CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO FURNISH ALL SUPERVISION, LABOR, TRANSPORTATION, AND EQUIPMENT TO PROVIDE DUMPSTERS AT VARIOUS MLGW PROPERTIES FOR NON-HAZARDOUS WASTE MATERIALS AND TRASH DISPOSAL BY THE SAME CONTRACTOR. THE CONTRACT AWARD WAS SELECTED BASED ON THE LOWEST AND BEST BID RECEIVED USING THE SEALED BID PROCESS.

THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE FIRST OF FOUR (4) ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JULY 13, 2024 THROUGH JULY 12, 2025 IN THE AMOUNT OF \$348,232.32, WITH NO INCREASE IN RATES FROM THE INITIAL TERM. THIS RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$696,464.64.

CHANGE IN CONTRACT PRICE:

Contract Value	\$ 348,232.32
Change Amount	<u>\$ 348,232.32</u> - Change No. <u>1</u>
Total Contract Amount	\$ 696,464.64

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

\_\_\_\_\_  
APPROVED BY THE PRESIDENT

\_\_\_\_\_  
DATE



January 4, 2024

Charles Barnes  
Supervisor, Building Services  
Building Services & Grounds  
Memphis Light, Gas and Water Division  
RE: Extension of account # 837 / 0050915 Contract #12409

Dear Mr. Charles:

This letter is to inform that Republic Services wishes to renew our current agreement with MLGW for which the first term ends July 12, 2024. We would like it to be known we agree to 1st annual renewal of the same terms set forth in the original contract. The annual cost of services for this renewal amount of not to exceed \$348,232.32 per year.

Sincerely,

Jason  
West General  
Manager Republic  
Services

DocuSigned by:  
*Eric Conway*  
EB9F1E811F974E2...



**MLGW**  
Memphis Light, Gas and Water Division

**TO:** Contracts Management  
**CC:** Eric Conway, Manager  
**FROM:** Charles Barnes, II, Supervisor Building Services & Grounds  
**REF:** Contract No. 12409 Trash Removal  
**DATE:** March 1<sup>st</sup>, 2024

The Building Services & Grounds Department requests funds to renew Contract No. 12409 – Trash Removal. This request is \$348,232.32 to cover the upcoming term from July 13<sup>th</sup>, 2024, through July 12<sup>th</sup>, 2025.

**APPROVED:** DocuSigned by:  
*Eric Conway*  
EB9F1E811F974E2...

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Eric Conway

4/3/2024

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DATE

cc: Kimberly Pasley

## Resolution Summary

### 1. Description of the Item

Resolution approving and upholding the decisions reflected in the report of the Customer Appeal Committee for the period of December 2023 through April 1, 2024.

### 2. Additional Information

The Vice President and General Counsel submitted to the Board the Customer Appeal Committee report for the period of December 1, 2023 through April 1, 2024. This report contains a list of claim appeals heard by the Customer Appeals Committee (CAC) along with the CAC decision for each.



**EXCERPT**  
from  
**MINUTES OF MEETING**  
of  
**BOARD OF LIGHT, GAS AND WATER COMMISSIONERS**  
**CITY OF MEMPHIS**  
held  
**May 1, 2024**

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The Vice President and General Counsel submitted to the Board the Customer Appeal Committee report for the period of December 1, 2023 through April 1, 2024. It is recommended that the Board approve and uphold the decisions reflected in the Customer Appeals Committee report for the December 1, 2023 through April 1, 2024.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, the attached report of the Customer Appeal Committee is approved and upheld by the Board.

**MEMPHIS LIGHT, GAS AND WATER DIVISION  
INTERDEPARTMENTAL COMMUNICATION**

**TO:** Board of Commissioners **DATE:** April 2, 2024

**FROM:** Jennifer Sink  
Vice President and General Counsel

**SUBJECT:** Report of the Customer Appeal Committee – December 2023 thru April 2024

The following is a summary and decision of the appeals heard by the Customer Appeal Committee between December 1, 2023 and April 1, 2024.

<b><u>Customer's Name:</u></b>	<b><u>Nature of Claim:</u></b>	<b><u>Original (Claims) Decision:</u></b>	<b><u>CAC Decision:</u></b>
1. Tryone Johnson	Contractor damage	Denied	Affirmed
2. Lila Mehdian	Asphalt damage	Denied	Affirmed
3. Valencia Sykes	Home damages electrical	Denied	Affirmed
4. Gregory Love	Home damages electrical/fire	Denied	Affirmed
5. Sylvia Wedmore/Denise Voorhees	Home damages electrical/fire	Denied	Affirmed
6. Judith Ruiz	Home damages storm	Denied	Affirmed
7. Billie Cox	Home damages storm	Denied	Affirmed
8. Jessica Fair	Food loss reimbursement	Denied	Affirmed
9. Donald Kinnard	Home damages electrical	Denied	Affirmed

<u>Customer's Name:</u>	<u>Nature of Claim:</u>	<u>Original (Claims) Decision:</u>	<u>CAC Decision:</u>
10. Delores Walker	Home damages storm	Denied	Affirmed
11. Pamela Moses	Home damages reimbursement	Denied	Affirmed
12. Victoria Price Patterson	Home damages (property)	Denied	Affirmed

The Customer Appeal Committee respectfully requests that the Board of Commissioners approve and uphold the decisions by the Customer Appeal Committee regarding the foregoing appealed claims.