



Board of Light, Gas and Water Commissioners

220 S. Main Street
Memphis, TN 38103
www.mlgw.com

Board Meeting

~ Preliminary Agenda ~

Wednesday, November 5, 2025

8:30 AM

Board Room

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. 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 Triniscia Griggs 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.

*****All MLGW Board Speaker Cards must be received by Security no later than 8:30 a.m. the day of the Board Meeting in order to speak to the Board.**

CALL TO ORDER AND OPENING REMARKS:**Chairman Pohlman****PLEDGE OF ALLEGIANCE:****Chairman Pohlman****ROLL CALL:****Rodney Cleek****APPROVALS:****Chairman Pohlman**

Approve Minutes from the Meeting of October 15, 2025.

CITY COUNCIL ACKNOWLEDGEMENTS & UPDATE:**Rodney Cleek**

Acknowledge receipt of Certified Copies of City Council Resolutions date October 21, 2025, Items 13 through 24.

PRESENTATIONS:

(None)

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

(Items 1 through 24)

PRESIDENT & CEO

(None)

SVP, CHIEF OPERATING OFFICER

(None)

VP ELECTRIC ENGINEERING & OPERATIONS

1. Resolution awarding purchase order for gatekeepers to Wesco Distribution, Inc. in the amount of \$1,019,540.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

2. Resolution approving Renewal (Change No. 15) to Contract No. 10332, ABB Software Maintenance with Hitachi Energy (formerly ABB Power Training and Development Company, Incorporated) to renew the current contract in the funded amount of \$774,713.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP WATER & GAS ENGINEERING & OPERATIONS

3. Resolution approving the payment for Street Cut Permits to the City of Memphis in the amount of \$2,000,000.00. (Chandrika Winston-Rosser) (REQUIRES CITY COUNCIL APPROVAL)
4. Resolution awarding Contract No. 12607, Davis Aerator Building Screen Replacement to A&B Construction Company, Inc. in the funded amount of \$350,000.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
5. Resolution awarding Contract No. 12605, McCord Mechanical Maintenance Building to Barnes & Brower, Inc. in the funded amount of \$3,000,000.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
6. Resolution approving the execution of an amendment and extension of Contract No. 12416 between Memphis Light, Gas and Water Division and Trunkline Gas Company, LLC, in the amount of \$16,000,000.00 approximately. (Chandrika Rosser) (REQUIRES CITY COUNCIL APPROVAL)
7. Resolution approving the execution of a new Contract No. 12640 between Memphis Light, Gas and Water Division and Texas Gas Transmission, LLC, in the amount of \$6,000,000.00 approximately. (Chandrika Rosser) (REQUIRES CITY COUNCIL APPROVAL)
8. Resolution approving the amendment of Contract No. 12313 between Memphis Light, Gas and Water Division and ANR Pipeline Company, in the amount of approximately \$9,500,000 approximately. (Chandrika Rosser) (REQUIRES CITY COUNCIL APPROVAL)
9. Resolution approving the execution of an extension of Contract No. 12398 between Memphis Light, Gas and Water Division and Texas Gas Transmission, LLC, in the amount of \$70,000,000.00 approximately. (Chandrika Rosser) (REQUIRES CITY COUNCIL APPROVAL)

VP, CFO & SECRETARY-TREASURER

10. Resolution approving Renewal and Scope Change (Change No. 25) to Contract No. 11292, Cashiering System Replacement with System Innovators to renew and scope change the current contract in the funded amount of \$159,497.24. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP & CIO

11. Resolution approving Extension (Change No. 1) to Contract No. 12650 (formerly Contract No. C2819), FlexDeploy Automatic Code Migration for EBS/APEX with Flexagon, LLC to extend the current contract in the funded amount of \$197,760.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
12. Resolution approval of Extension (Change No. 2) to Contract No. 12652 (formerly Contract No. C2493), Meter Reading with United Systems & Software, Inc. to extend the contract value in the funded amount of \$137,082.90. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

VP SHARED SERVICES

13. Resolution approving Renewal (Change No. 3) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to renew the current contract in the funded amount of \$987,996.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
14. Resolution awarding purchase order for fuse elements to Brighter Days & Nites Inc. in the amount of \$669,900.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
15. Resolution awarding Contract No. 12558, Mallory Pumping Station Filter Building Roof Replacement to B Four Plie, Inc. in the funded amount of \$504,870.30. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
16. Resolution approving ratification of Purchase Order Number 7068545 with Brighter Days & Nites Inc. for luminaire floodlights LED 1000W in the amount of \$151,450.50. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
17. Resolution approving twelve-month extension of Purchase Order Number 7050908 with Mueller Company LLC for fire hydrants with no increase in funding. (Randy Orsby)

VP & CHIEF INTERNAL AUDITING OFFICER

(None)

VP CUSTOMER EXPERIENCE & ENERGY SERVICES

18. Resolution awarding purchase order for smart water meter modules to Wesco Distribution, Inc in the amount of \$2,004,900.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

19. Resolution awarding purchase order for water meter registers to Badger Meter Incorporated in the amount of \$1,048,950.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
20. Resolution awarding purchase order for gas smart meters and equipment to Ed Young Sales Company, Inc. in the amount of \$1,980,389.94. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
21. Resolution approving Increase (Change No. 3) to Contract No. 12236, Meter Support Maintenance with Elster Solutions, LLC (formerly Honeywell International, Inc.) to increase the current contract in the funded not-to-exceed amount of \$1,000,397.00. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
22. Resolution approving Extension (Change No. 14) to Contract No. 11070, Utility Meter Data Application with Brillion, Inc. (formerly Apogee Interactive, Inc.) to extend the current contract with no increase in the contract value. (Randy Orsby)

VP CORPORATE COMMUNICATIONS

(None)

VP & GENERAL COUNSEL

(None)

VP & CPO PEOPLE SERVICES

23. Resolution approving Ratification, Renewal and Scope Change (Change No. 5) to Contract No. 12464 (formerly Contract No. C2561), Samsara Fleet Safety and Track Solution with Samsara, Incorporated to ratify, renew, and expand the scope of the current contract value in the funded amount of \$929,714.14. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)
24. Resolution approving Renewal and Extension (Change No. 5) to Contract No. 12186, Family Medical Leave Act with Unum Group to renew and extend the current contract in the funded amount of \$301,282.08. (Randy Orsby) (REQUIRES CITY COUNCIL APPROVAL)

PRESIDENT'S BRIEFING

- 25. Review Consent Agenda - Doug McGowen
- 26. Debt Obligation Report - Rodney Cleek
- 27. 3Q Metrics Review - Valerie Overton
- 28. Other - Doug McGowen

COMMITTEE REPORTS:

(None)

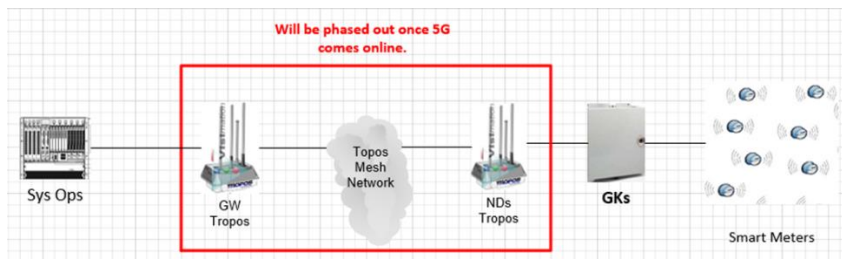
ADJOURNMENT

ADDITIONAL MEETINGS ON NOVEMBER 5, 2025:

Human Resources Committee Meeting - Immediately Following the BOC Meeting -
Room 511

RESOLUTION SUMMARY

1. **Short Title Description** – Gatekeepers
2. **Requested Funding** – \$1,019,540.00
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sole Source
5. **Awarded To** – Wesco Distribution, Inc.
6. **Plain Language Description** – To purchase 200 gatekeepers. The gatekeepers are network devices that gather and securely transmit usage for electric, gas, and water.
7. **Impact** – Upgrading and expanding the gatekeepers ensures effective management of meter operations while improving system efficiency and reliability. These enhancements also help reduce risks associated with aging equipment, storm-related failures, and manufacturer delivery delays.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for gatekeepers to Wesco Distribution, Inc. in the amount of \$1,019,540.00.

The gatekeepers are network devices that gather and securely transmit usage for electric, gas, and water. The equipment is needed to improve system efficiency and reliability, and to reduce risks associated with aging equipment, storm-related failures, and manufacturer delivery delays.

A bid was opened on September 17, 2025 for gatekeepers from Wesco Distribution, Inc. in accordance with MLGW's Single / Sole Source Policy. Wesco Distribution, Inc. is the sole provider for the gatekeepers. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Telecommunication Network – Telecommunications Engineering is \$12,134,000.00; the amount spent year-to-date is \$247,087.00; leaving a balance available of \$11,886,913.00; of which \$1,019,540.00 will be spent on this purchase in subsequent budget year as approved; and

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, awards a purchase order to Wesco Distribution, Inc. is approved for furnishing:

200 - NGGK gatekeeper in a NEMA4-rated metal enclosure with the components;

Totaling \$1,019,540.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 52 weeks, terms net 30 days.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved the purchase of gatekeepers and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the gatekeepers are network devices that gather and securely transmit usage for electric, gas, and water. The equipment is needed to improve system efficiency and reliability, and to reduce risks associated with aging equipment, storm-related failures, and manufacturer delivery delays; and

WHEREAS, a bid was opened on September 17, 2025 for gatekeepers from Wesco Distribution, Inc. in accordance with MLGW's Single / Sole Source Policy. Wesco Distribution, Inc. is the sole provider for the gatekeepers. 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 the purchase of gatekeepers from Wesco Distribution, Inc. in the amount of \$1,019,540.00 chargeable to subsequent budget year as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Quinton Clark
 Specialist: Lucy Vick-Watson

Board Meeting Date: 11/5/2025
 Requisition Number: 5143391
 Purchase Commodity: Gatekeepers
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Telecommunications Engineering / Chaymae Yajjou / 901-528-4654 / chaymae.yajjou@mlgw.org	
Scope: Contract _____ Purchase <u>X</u> _____ Other _____	A purchase order will be issued to procure gatekeepers.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	To purchase 200 gatekeepers.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The gatekeepers will be installed in MLGW's infrastructure within Shelby County, Tennessee.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	To manage the increasing number of electric, gas, and water meters, and to replace existing equipment that collects data from the electric, gas, and water meters.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sole Source		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	\$1,019,540.00	\$ -	\$ 1,019,540.00
2025 Budget*	\$ 12,134,000.00		
Amount Spent Year-to-Date	\$ 247,087.00		
2025 Budget Balance Available		\$ 11,886,913.00	
Budget Balance After Award		\$ 11,886,913.00	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Telecommunication Network

0562120 Telecommunications Engineering

eAM Outside Purchases

WO1681152-E

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

08.26.2025

Date

Rev. 11/01/2018

BID ON GATEKEEPERS							
FOR BOARD MEETING OF NOVEMBER 5, 2025							
		BIDS OPENED ON SEPTEMBER 17, 2025					
		BASE UNIT: EACH					
BIDDER	ITEM QUANTITY	Line 1 200	Total	Local Bidding Preference	Local Bidding Presence	Terms	Delivery
COMPLYING BIDDER	DESCRIPTION	NGGK Gatekeeper in a NEMA4-rated metal enclosure with the components					
Wesco Distribution, Inc.		\$5,097.70	\$1,019,540.00	N/A	N/A	Net 30	52 weeks
Memphis, TN							
*NOTE: This is a sole / single source solicitation.							
RECOMMEND AWARD AS FOLLOWS: Wesco Distribution, Inc.....				\$1,019,540.00			



Memphis Light, Gas and Water

Single Source Procurement Justification Form

- This form must be attached to the Purchase Requisition for the procurement of material and contract request form for services.
- Purchases made using this process must follow MLGW's Single/Sole Source Procurement Policy and Procedures.
- This is a one-time approval for the purchase listed below. Future purchases must be separately approved.

Date	Initiator	Requesting Manager	Department
8/14/2025	Chaymae Yajjou	Neil R Strongosky	Telecom Engineering
Vendor	Cost	Brief Description of Procurement	
Wesco	\$ 1,019,600.00	Purchase Gatekeepers for smart meters	
Why is this a single source procurement? Select all that apply. (Attach required supporting documentation.)			
☐ Vendor is the sole provider of a licensed or patented service or commodity. ☒ Vendor is the sole provider of unique equipment or products not offered by others. ☐ Other considerations which require the use of a "Single Source" purchase.			
Answer the following questions pertaining to this procurement.			
Why is this service or commodity needed?		Equipment Expansion	
Can requirements be modified so the service or commodity can be competitively bid? If no, what are the specific requirements that prevent this service or commodity from being competitively bid.		No, the Gatekeepers must be compatible with current smart meters.	
Explain why there are no other comparable services or commodities that will suffice.		This Gatekeepers purchase is to expand of the existing smart meters.	
Describe your efforts to identify other potential sources (i.e., what methods were used to determine that a lack of competition exists for this service or commodity.)		Wesco is the sole authorized company by Honeywell to distribute and sell Gatekeepers in the USA.	
What would your department do if the commodity or service were no longer available?		We will need to replace the entire system as we won't be able to utilize existing equipment.	

Initiator represents and warrants the information provided herein is accurate to the best of the initiator's knowledge.

Initiator	Requesting Manager <i>If applicable</i>	Director's Approval <i>If applicable</i>	Vice President's Approval
 Signature Chaymae Yajjou Printed Name 8/20/2025 Date	DocuSigned by: Signature Neil Strongosky Printed Name 8/20/2025 Date	DocuSigned by: Signature Wayne Ellis Printed Name 8/20/2025 Date	DocuSigned by: Signature Quinton Clark Printed Name 8/22/2025 Date



June 11, 2025

Memphis Light Gas & Water
220 S. Main St.
Memphis, TN 38103

Dear Jovan Harris;

I hereby certify that Wesco Distribution, Inc. ("Wesco"), located at 225 W. Station Square Dr., Suite 700, Pittsburgh, PA 15219, USA, as of the date listed above is authorized by Honeywell International Inc. ("Honeywell") to distribute, sell, configure and install the products described below (the "Products") in the U.S. Wesco is also authorized to provide training, warranty, commissioning, startup, predictive, preventive, and corrective maintenance to the Products per a commercial agreement with Honeywell. Wesco receives technical, sales, and service support from Honeywell in connection with the Products and currently is the sole-source provider for the Products to MLGW.

PRODUCT CATEGORIES

- *Gatekeepers
- *Routers and repeaters
- *Electricity meters
- *Water modules
- *Light nodes
- *Load control switches
- *Mobile field reading devices, handhelds, and accessories
- *Parts and equipment (meter covers, external antennas, installation kits, etc.)
- *Alpha keys
- *Other products, as developed

CONNECTED SOLUTIONS PRODUCTS

- *Resale of software, software upgrades, and maintenance fees
- *Connexo Software Products and Licenses (NetSense, Insight, FieldSense)

If you have any questions or require additional information, please contact Tom Lindner, Channel Manager at 513-905-8814 or Tom.Lindner@Honeywell.com.

Regards,


Chris Lanker, VP & GM Americas

Chris Lanker, VP & GM Americas

Honeywell Confidential

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AWARD RECOMMENDATION

To: Chaymae Yajjou

From: **Procurement Contracts Specialist I:** Lucy Vick-Watson

Date: 10/2/2024

Requisition #: 5143391 Bid on: Gatekeepers

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:

2. RECOMMENDATION:

A. Which bid(s) do you recommend? Wesco Distribution, Inc.

B. Does this meet specifications as per your request and/or as advertised?

YES ☒
NO ☐

If No, is the variance considered: MINOR ☐ or MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☒ NO ☐

If no, list the bids that are low, but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Chaymae Yajjou
Area Supervisor or designee

SIGNATURE Lucy Vick-Watson
Procurement Contracts Specialist I

SIGNATURE Chaymae Yajjou

DATE 10/3/2025

DATE 10/2/2025

PHONE 901-528-4654

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 10332 – ABB Software Maintenance**
- 2. Requested Funding – \$774,713.00**
- 3. Award Duration – Renewal (January 1, 2026 through December 31, 2028)**
- 4. Type of Bid – Sole Source**
- 5. Awarded To – Hitachi Energy (*formerly ABB Power Training and Development Company, Incorporated*)**
- 6. Plain Language Description – This contract change is to renew support and maintenance for the Outage Management System (OMS).**
- 7. Impact –This system is used to predict and manage electric outages.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners the approval of Renewal (*Change No. 15*) to Contract No. 10332, ABB Software Maintenance with Hitachi Energy (*formerly ABB Power Training and Development Company, Incorporated*) to renew the current contract in the funded amount of \$774,713.00.

The project scope is to allow Hitachi Energy (*formerly ABB Power Training and Development Company, Incorporated*) to provide software maintenance, licensing, and support services for Outage and Distribution Management, Systems Control and Data Acquisition (SCADA), and Inter-control Center Communications Protocol (ICCP) components of ABB's Network Manager Distribution Management System (NM/DMS) software suite. The contract award was selected based on the Sole Source procurement process.

This change is to renew annual software maintenance, licenses, and support for a three (3) year period covering the term January 1, 2026 through December 31, 2028 with no increase in rates from the previous term. This sole source renewal complies with all applicable laws and policies. The new contract amount is \$6,029,456.53.

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 Renewal (*Change No. 15*) to Contract No. 10332, ABB Software Maintenance with Hitachi Energy (*formerly ABB Power Training and Development Company, Incorporated*) to renew the current contract in the funded amount of \$774,713.00, as outlined 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 November 5, 2025 approved Renewal (*Change No. 15*) to Contract No. 10332, ABB Software Maintenance with Hitachi Energy (*formerly ABB Power Training and Development Company, Incorporated*) to renew the current contract in the funded amount of \$774,713.00, 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 allow Hitachi Energy (*formerly ABB Power Training and Development Company, Incorporated*) to provide software maintenance, licensing, and support services for Outage and Distribution Management, Systems Control and Data Acquisition (SCADA), and Inter-control Center Communications Protocol (ICCP) components of ABB's Network Manager Distribution Management System (NM/DMS) software suite. This contract award was selected based on the Sole Source procurement process.

WHEREAS, this change is to renew annual software maintenance, licenses, and support for a three (3) year period covering the term January 1, 2026 through December 31, 2028 with no increase in rates from the previous term. This sole source renewal complies with all applicable laws and policies. The new contract amount is \$6,029,456.53; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 15*) to Contract No. 10332, ABB Software Maintenance with Hitachi Energy (*formerly ABB Power Training and Development Company, Incorporated*) to renew the current contract in the funded amount of \$774,713.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Quinton Clark
 Procurement Contracts Specialist: Shanikka Tate/Toka Ivy

Board Meeting Date: 11/5/2025
 Contract Number: 10332
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	System Operations Support/Marshun Brooks/901-372-5689/mbrooks@mlgw.org	
Scope: Contract ☒ <u>X</u> Purchase _____ Other _____	The project scope is to allow Hitachi Energy (formerly ABB Power Training and Development Company, Incorporated) to provide software maintenance, licensing, and support services for Outage and Distribution Management, Systems Control and Data Acquisition (SCADA), and Inter-control Center Communications Protocol (ICCP) components of ABB's Network Manager Distribution Management System (NMI/DMS) software suite.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This change is to renew annual software maintenance, licenses, and support for a three (3) year period covering the term January 1, 2026 through December 31, 2028.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at 2425 Covington Pike, Memphis, TN 38128.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	MLGW has a long standing contract with Hitachi Energy for 24/7 maintenance to support Hitachi Energy's Outage Management System (OMS) which is integrated in MLGW's Computer Aided Restoration of Electric Services (CARES) system. This contract renewal is to extend MLGW's 24/7 maintenance by three (3) years.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sole Source		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	774,713.00	\$ -	\$ 774,713.00
\$	568,000.00		
\$	246,385.06	\$ 321,614.94	
		\$ 321,614.94	

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

☒ O&M

Project

Expenditure Organization

Expenditure Type

Task

Sys Ops Support R2024

0560340 System Operations Support

Outside Fees

Admin Expense

Comments: Approval contingent on 2026 Budget approval.

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

APPROVED:

Ronda Croft

10.07.2025

Budget & Financial Planning

Date

Rev. 11/01/2018

Contractor:

Hitachi Energy
(formerly ABB Power Training and Development Company, Inc.)

11/5/2025

Contract Number: 10332

	Actions	Date	Amount
Original Award	Award	2/1/1996	\$106,100.00
Scope Change (Change Order No. 1)	This change order was for the cost of Crew Management Enhancements for CADOPS 2.7.	12/18/1997	\$33,321.00
Scope Change (Change Order No. 2)	This change order was to allow MLGW to purchase 40 additional hours of software support.	3/19/1998	\$6,100.00
Scope Change (Change Order No. 3)	This change covers the cost for ABB to support MLGW in its effort to upgrade CADOPS version 2.0 to CADOPS version 2.7	5/7/1998	\$34,000.00
Scope Change (Change Order No. 4)	This change covers the cost of hardware, software, and implementation services to deploy a four (4) 400 Mhz symmetrical multiprocessor system and upgrade for the existing CADOPS distribution management system.	8/20/1998	\$285,155.00
Scope Change (Change Order No. 5)	This change covers installation of CADPAD version 2.9 and on-site training for eight MLGW employees.	8/5/1999	\$22,800.00
Scope Change and Renewal (Change Order No. 6)	This change covers the cost of CADOPS software, Talarian middleware and Compaq hardware components for activation of the ABB CADOPS trouble package for the CARES system. The total yearly software maintenance after installation will increase 5% for a renewal cost of \$75,300.00.	11/17/2000	\$68,600.00
Scope Change (Change Order No. 7)	This change covers the cost to upgrade from CAD PAD 2.9 to CAD PAD 2001. The existing maintenance will be maintained annually provided the cost for such maintenance does not exceed 10% over the prior year charges.	1/17/2002	\$48,000.00
Continuous Maintenance	Continuous Maintenance for the period covering January 1, 2001 to December 31, 2010.		\$1,235,099.53
Renewal (Change Order No. 8)	This change was to pay for software maintenance, licenses, and support of renewal fees for the period covering January 1, 2011 to December 31, 2011.	3/17/2011	\$128,145.00
Renewal (Change Order No. 9)	This change was to renew software maintenance, licenses, and support of renewal fees for the period covering January 1, 2012 to December 31, 2012.	12/15/2011	\$134,552.00
Renewal (Change Order No. 10)	This change was to renew software maintenance, licenses, and support of renewal fees for the period covering January 1, 2013 to December 31, 2013.	12/6/2012	\$135,119.00
Renewal (Change Order No. 11)	This change was to renew software maintenance, licenses, and support renewal fees for the DMS Software covering the period January 1, 2014 through December 31, 2014 in the funded amount of \$115,393.00 reflecting a 3% increase from the previous year due to business operating cost. The FEEDERAL application has been discontinued and is no longer provided by this contract. This reduction in services represents a 15% decrease in the contract costs.	2/20/2014	\$115,393.00

Renewal (Change Order No. 12)	This change was to renew annual software maintenance, licenses, and support renewal fees for the DMS Software covering the period January 1, 2015 through December 31, 2019 in the funded amount of \$1,000,484.00. This renewal includes the addition of DMS, SCADA, and ICCP software for the downtown Smart Grid Project. In addition, this renewal includes a one-time license fee for the TIBCO licenses and maintenance fees for the Network Manager Distribution Management System Upgrade previously provided under Contract No. 11625.	10/21/2015	\$1,000,484.00
Scope Change and Renewal (Change Order No. 13)	This change was to renew annual software maintenance, licenses, and support renewal fees for the DMS Software covering the period January 1, 2020 through December 31, 2022 in the funded amount of \$631,220.00. This change is to also add OMS Upgrade from NM 3.2 to NM 9.x in the funded amount of \$569,000.00. The total amount of this renewal and change is \$1,200,220.00.	3/6/2019	\$1,200,220.00
Renewal (Change Order No. 14)	This change was to renew annual software maintenance, licenses, and support for a three (3) year period covering the term January 1, 2023 through December 31, 2025 with no increase in rates from the previous term.	10/5/2022	\$701,655.00
Current Contract Amount			\$5,254,743.53
Amount Paid to Date as of 10.08.2025			\$5,148,643.53
Current Contract Balance			\$106,100.00
Renewal (Change Order No. 15)	<i>This change is to renew annual software maintenance, licenses, and support for a three (3) year period covering the term January 1, 2026 through December 31, 2028 with no increase in rates from the previous term.</i>	11/5/2025	\$774,713.00
Available Balance			\$880,813.00
Cumulative Contract Value			\$6,029,456.53
Note: MLGW's Systems Operations Department will utilize the contract balance for professional services needed throughout the remainder of the term.			

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION
CITY OF MEMPHIS
CONTRACT NUMBER 10332

CONTRACT CHANGE NO. 15
DATE OF CHANGE NOVEMBER 5, 2025
SHEET 1 OF 13

TO: MR. MATT FINCO

HITACHI ENERGY (formerly ABB POWER TRAINING AND DEVELOPMENT COMPANY, INCORPORATED)

3151 BRIARPARK DRIVE

HOUSTON, TX 77042 - 3811

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 ALLOW HITACHI ENERGY (*FORMERLY ABB POWER TRAINING AND DEVELOPMENT COMPANY, INCORPORATED*) TO PROVIDE SOFTWARE MAINTENANCE, LICENSING, AND SUPPORT SERVICES FOR OUTAGE AND DISTRIBUTION MANAGEMENT, SYSTEMS CONTROL AND DATA ACQUISITION (SCADA), AND INTER-CONTROL CENTER COMMUNICATIONS PROTOCOL (ICCP) COMPONENTS OF ABB'S NETWORK MANAGER DISTRIBUTION MANAGEMENT SYSTEM (NM/DMS) SOFTWARE SUITE. THE CONTRACT AWARD WAS SELECTED BASED ON THE SOLE SOURCE PROCUREMENT PROCESS.

THIS CHANGE IS TO RENEW ANNUAL SOFTWARE MAINTENANCE, LICENSES, AND SUPPORT FOR A THREE (3) YEAR PERIOD COVERING THE TERM JANUARY 1, 2026 THROUGH DECEMBER 31, 2028, WITH NO INCREASE IN RATES FROM THE PREVIOUS TERM. THIS SOLE SOURCE RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT AMOUNT IS \$6,029,456.53.

CHANGE IN CONTRACT PRICE:

Contract Amount	\$ 5,254,743.53	
Change Amount	<u>\$ 774,713.00</u>	<u>Renewal (Change No. 15)</u>
Total Contract Amount	\$ 6,029,456.53	

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

APPROVED BY THE PRESIDENT

DATE

Hitachi Energy

Network Control SMA proposal



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1 Purpose

This document describes services for the Network Manager product in software maintenance agreements.

1.1 Service Levels

Service Level Agreement (SLA)

We offer three different SLAs. Starting as a Digital subscriber, you can easily upgrade to a Digital Plus or Digital Plus + subscription when you wish to add more support services.

1.1.1 Digital

The Digital subscription provides basic maintenance and troubleshooting Self-help services are services that are provided electronically without the need to contact a Hitachi Energy support person. Authorized customers can log in to the customer portal to gain access to the self-help services provided at this level of support.

1.1.2 Digital Plus

The Digital Plus subscription extends the content from the Digital subscription. Our support package includes 8x5 support, providing access to our dedicated customer support team and a dedicated Service Manager with additional services outline in table below.

1.1.3 Digital Plus +

The Digital Plus + subscription builds on the content from the Digital + subscription. Our premium support package includes 24x7x365 support, provides collaboration paths for system and third-party upgrades with additional services outline in table below.

2 Services

2.1 Custom services (Digital Plus +)

Custom services are services that require levels of human interaction between the customer and Hitachi Energy service personnel. Authorized customers can log in to the customer portal to gain access to the self-help services provided at this level of support.

2.1.1 Support request classification

Each issue is assigned a Severity, which is an indicator of the impact to customer's business (however Severity 1 Critical issue can only be assigned to an issue identified with the customer's production environment).

Severity 1 Critical	Hitachi Energy business critical software component or critical Hitachi Energy interface for Production has failed, and the organization is unable to work around the problem.

(Production only)	This means your organization is experiencing a complete loss of service and business critical work cannot be performed. Work cannot reasonably continue and the operation in question is mission critical to the business and the situation can be characterized as an emergency. <i>Hitachi Energy will read and apply the above definition as follows:</i> Hitachi Energy production or critical Hitachi Energy interface is down.
Severity 2 High	The Hitachi Energy application is severely restricted in its use for normal daily business transactions, or your organization is in jeopardy of missing regulatory deadlines, Health & Safety, or business critical data integrity is at risk. This means there is a severe loss of service and normal business transactions are severely affected. Necessary tasks cannot be performed; however, operations can continue in a restricted or limited fashion. There is no reasonable workaround available. <i>Hitachi Energy will read and apply the above definition as follows:</i> Daily business critical process will not complete, and no reasonable work around exists.
Severity 3 Medium	Your organization experiences a minor loss of service or functionality. Severity Medium indicates the Hitachi Energy software is usable with less significant and/or non-critical features unavailable. A reasonable work around exists. <i>Hitachi Energy will read and apply the above definition as follows:</i> Daily business critical process will complete with a reasonable work-around or a non-critical business process does not complete.
Severity 4 Normal	A non-critical Hitachi Energy software component is malfunctioning, causing minimal impact, or a non-technical request is made. These include situations where a problem is caused by incorrect or inoperable functions that are not required daily or are rarely utilized. <i>Hitachi Energy will read and apply the above definition as follows:</i> Non-critical business process completes with a reasonable work-around or no actual impact to business exists.

If a case is determined to be a defect, it will be fixed on a severity basis. The correction shall be included in a future release as defined by Hitachi Energy internal Defect Review Board (DRB).

2.1.2 Incident reporting

This service allows the customer to report and track incidents and questions through a secured, web-enabled interface 24x7x365. All support requests are logged and can be monitored online. This enables viewing of the status and all communication associated with a support case at any time.

In the customer web portal, the customer can:

- Create initial cases including emergency service incidents. Emergencies require a call from the customer to make Hitachi Energy aware of the emergency.

- Attach supporting documentation or files to cases.
- View progress made on their open cases.
- View details of any cases reported by their organization.
- Update their open cases, including case closure.
- View cases status, Severity, and comments
- Share attachments of problem description as well as support procedures and feedback.

This service includes up to four user IDs per customer account.

Incident reporting through the customer web portal is provided at all service levels.

2.1.3 Known Defect List

This is an online, searchable list of fixed defects by release and date. The list includes a description of each defect that has been fixed. This allows customers to see if an issue that is impacting them has already been addressed and in which release.

2.1.4 Release notes database

Online, searchable list of release notes. This allows customers to see all release notes to help them decide when to request a new release download to be made available to them. It complements the known defects list.

2.1.5 FAQ and database

Online Frequently Asked Questions (FAQ) and troubleshooting database. This is a searchable list of knowledge articles regarding issues that customers have previously encountered or can expect to encounter.

2.1.6 Troubleshooting Training

This consists of online training in troubleshooting so that users can perform initial troubleshooting to resolve incidents that are not defects. This training supports the customer in collecting diagnostic information, which in turn will allow the Hitachi Energy technical support engineer to reproduce the problem.

2.1.7 Training webinar access

Recordings of online training will be made available for customers to view (stream) and download.

2.1.8 Ability to download software releases

An authorized customer can download maintenance and patch releases which include release notes (documentation on the software fixes, installation instructions and enhancements in a particular release) and software executables, for the licensed software applications.

- Maintenance releases are scheduled twice a year and may include significant new functionality, features, enhancements in addition to defect corrections to an earlier maintenance release. New documented defects found outside of a scheduled release will be scheduled to be corrected in a subsequent release on an ad-hoc basis following the maintenance and support policies and by priority assignment based on severity.

Note Hitachi Energy may need to provide a maintenance release due to an architecture or a third-party software update.

- Patch releases (emergency patch) include a minimal set of defect corrections, made outside of the maintenance release cycle, to an earlier scheduled maintenance release that is a Severity 1 Critical issue. Hitachi Energy will follow the support request classifications definitions.

Only major categories of products that the customer is authorized to receive can be downloaded, i.e., ADMS, SCADA, PCU, EMS/GMS. The download may include features that the customer is not authorized to use. The usage of features is controlled by license keys and Hitachi Energy reserves the right to perform periodic audits to ensure that the products are correctly licensed.

Full releases typically require additional services from Hitachi Energy to install them that are not included in this service.

2.1.9 Software alerts

Software incidents and vulnerabilities identified by Hitachi Energy Product Management and/or Product Development are properly documented, and the report is provided to potential affected customers.

Such reports include information on product releases affected as well as work arounds or patches that should be applied. The reports are posted to the customer web portal, and the customer receives an email that a new report is available.

This service does not include the deployment of the patch or implementation of the work around.

2.1.10 Third-party software security patch management reports

The third-party software security patch management subscription service provides the following reports:

- Third-party software security patch management applicability report
- Third-party software security patch management testing and operability report

These reports are for third party software installed on clients and servers and are only available for the current monthly release.

No evaluation of third-party hardware (such as network switches, SANs, switches, security appliances, etc.) is included in this service.

The applicability report is produced semi-monthly and lists the security patches and associated vulnerabilities for third party software in our product.

The testing and operability report is published monthly and reports on operability of the third-party software security patches based upon verification testing performed by Hitachi Energy. The verification tests are performed on a representative baseline reference test system which is described in the report. Loss of functionality or performance observed during testing is described in the report along with any recommended vulnerability mitigations that the subscriber may investigate for applicability by proper testing before deployment. The testing performed each month as listed in the report can be unique for each month and is based upon the specific patches tested that month.

Please note that this service only includes a report. It does not include access to verified and tested patch releases.

The reports are posted to the customer web portal, and the customer receives an email that a new report is available.

2.1.11 Support 24x7x365

This service includes standard 8x5 access to remote support. Availability time is from 8:00 AM to 5:00 Central Standard Time (USA) Monday through Friday, except for standard Hitachi Energy holidays. Support is not provided on standard Hitachi Energy holidays.

In addition, this service provides access to remote support during non-business hours, 24x7x365 for incidents classified as Severity 1 Critical. The customer should contact their Hitachi Energy Service Manager during regular business hours or Customer Support at 1 (800) 290 5290 then then select Option 1 by phone/comments no SLA#, after hours, to ensure both parties are engaged.

The 24x7x365 support request targeted response time for different case priorities are:

Support Request Classification	Targeted Response Time	Status and Progress Reporting
Severity 1 (Critical)*	2 working hours	Daily status and progress reporting
Severity 2 (High)	4 working hours	Weekly status and progress reporting
Severity 3 (Medium)	12 working days	Weekly status and progress reporting
Severity 4 (Normal)	24 working days	Weekly status and progress reporting

*Severity 1 Critical cases are addressed in real time, production system only, and above and beyond business hours.

Response time describes the time between the customer's initial contact with the Customer Support Center and the first human response or electronic action by Hitachi Energy during the contractually agreed response time. All Severity 1 Critical incidents must be reported on production systems only and require the customer to contact their Hitachi Energy Service Manager during regular business hours or calling our 24/7 Customer Support at 1 (800) 290 5290 then then select Option 1 by phone/comments no SLA#, after hours, to ensure both parties are engaged.

Resolution Time refers to the maximum period of time within which Hitachi Energy shall restore service following initial notification acknowledgement. This includes either fully resolving a Severity 1 or 2 incident, providing a workaround, recovery instructions, or collectively reclassifying it as a Severity 3 or 4 incident through a software release or patch, workaround, or other mutually agreed upon means. All Severity 1 Critical incidents must be reported on production systems only. This excludes incidents related to infrastructure, such as power outages, hardware or communications failures, or other infrastructure not provided by Hitachi Energy pursuant to this agreement.

2.1.12 Access to customer support team

This service assigns a Service Manager (SM) who oversees, facilitates, and escalates reported incidents. The SM is the first point of contact to Hitachi Energy and may set up conferences with the customer to understand and address incidents and business needs. The service also includes access to the team of local Technical Support Engineers (TSE).

While Hitachi Energy will assign a SM to the customer, this service does not guarantee access to a particular TSE and Hitachi Energy reserves the right to assign TSE as it deems necessary.

2.1.13 Service Manager site visit

The Service Manager (SM) may schedule site visit(s) to discuss open issues, plans, improvements and other relevant topics.

2.1.14 Access to GPG technical support engineer

A Global Product Group (GPG) technical support engineer (TSE) is assigned to work on customer reported incidents.

Initial triage of the incident is performed by the Service Manager or HBU TSE.

If the incident appears to be a defect, the GPG technical support engineer may collect additional data from the customer and tries to reproduce the problem in-house. If necessary and possible, the GPG technical support engineer will remotely login to the customer system to collect more data and see the incident first-hand.

If the incident is reproducible, the GPG technical support engineer writes a defect report and coordinates with Product Development to determine a resolution and estimated delivery date.

2.1.15 Rights to attend user's group meetings

This service covers registration fees for up to 2 attendees to Hitachi Energy's periodic Network Control Users Group meetings. This only applies when the Users Group meetings are organized by Hitachi Energy.

2.1.16 New release features and benefits webinar

Hitachi Energy will present the new product features to enable the customer to better utilize the product as well as make future decisions on upgrading the installed system. The presentation also gives customers an opportunity to suggest improvements in the system to be done in future releases.

One 4 hours web session per contract. The web session is not exclusive to the customer and is conducted with other customers in attendance.

2.1.17 Training webinar access

Recordings of online training will be made available for customers to view (stream) and download.

2.1.18 Factory test system with customer data

Hitachi Energy will maintain a copy of the customer's production software version on an in-factory support system to facilitate support functions. The customer's configuration information will be recorded in the support system to use in for planning software upgrades. The customer will provide an update of their system configuration information and software system to Hitachi Energy to facilitate problem solving. Only customer software needed for system applicable testing is required. This enables modifications and/or actions in customer production environment securing a minimum of disturbance.

2.1.19 Third-party "hardware" maintenance support

Hitachi Energy will procure corrective maintenance for specific third-party hardware. Specific third-party hardware refers to the hardware in the List of Deliverables (LOD). All hardware vendor agreements will be transferred to the Customer so the customer shall contact the hardware vendor for support. Hitachi Energy will help escalate issues with the hardware vendor if problems arise.

Third-party hardware list

– None

2.1.20 Third-party “software” maintenance support

Hitachi Energy will procure specific third-party software maintenance support, including payment of renewal fees. Selection of this option means that Hitachi Energy is the first point of contact on any software issue for those licenses whose renewal is contracted through Hitachi Energy. The Customer is not required to contact a third-party vendor or validate new releases.

Third-party software list

– Database Server: Dbvisit Standby Term Licensing for DB primary

– Operating System: Red Hat Enterprise Linux 8.x

Third-party software maintenance fee(s) increase may exceed the annual escalation cap.

2.1.21 Consulting service hours pool

The consulting service hours pool includes 100 hours to be used within a contract year. These hours are non-refundable and cannot be carried over into the following contract years.

Travel costs for any requested on-site support will be billed at actual cost plus 15% administration fee.

3 Services provided by level

Table 1 lists the features available at the different levels of service offering.

Legend: ‘X’ means that the service is provided, ‘O’ means that the service is optional.

Tip: the features in the table are links to the sections that describe them. To follow the link, press <control> left mouse. To return to the table after following the link, press, <alt> left-arrow.

Table 1 - Services provided by level

Feature	Digital	Digital Plus	Digital Plus +
Incident reporting	X	X	X
Known Defect List	X	X	X
Release notes database	X	X	X
FAQ and database	X	X	X
Troubleshooting Training	X	X	X

Feature	Digital	Digital Plus	Digital Plus +
Training webinar access	X	X	X
Ability to download software releases	X	X	X
Software alerts	X	X	X
Third-party software patch report	X	X	X
Support 8x5		X	X
Access to customer support team		X	X
Service Manager site visit		X	X
Access to GPG technical support engineer		X	X
Rights to attend user's group meetings		X	X
New release features and benefits webinar		X	X
Factory test system with customer data		O	X
Consulting service hours pool		O	X
System documentation		O	X
Third-party "hardware" maintenance support		O	O
Third-party "software" maintenance support		O	O
Support 24x7x365			X
Assigned technical support engineer			X

4 Firm price

4.1 Fee summary

The summary of fees for this Amendment are presented in the table below.

Maintenance Year	Term	Item	Price
1	1/1/2026 - 12/31/2026	Maintenance	\$250,643
2	1/1/2027 - 12/31/2027	Maintenance	\$258,165
3	1/1/2028 - 12/31/2028	Maintenance	\$265,905
		Total	\$774,713

All fees presented in this Renewal are expressed in U.S. dollars.

All fees are exclusive of taxes.

4.2 Payment Terms

The invoice for Maintenance Year 1 (calendar year 2026) will be issued upon HITACHI ENERGY's receipt of MLGW's PO. The invoice for each subsequent year will be issued on December 1 of the outgoing year. All invoices are due upon receipt and payable within the term provided by the Agreement.

5 Terms and conditions

This proposal is submitted under the assumption that, once accepted by Memphis Light, Gas and Water Division (MLGW), the final contract will be executed using MLGW's existing contract framework and general conditions, as provided in Appendix A. Hitachi Energy has prepared this proposal in alignment with those terms, and our scope, responsibilities, and commitments are based on their application without modification, unless otherwise explicitly stated herein.

In the event of any conflict in the terms between this SOW and the Agreement, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

5.1 Contract Amendment

As part of this proposal, Hitachi Energy USA Inc. and Memphis Light, Gas and Water Division (MLGW) have agreed to incorporate the attached Contract Amendment (included in Appendix B). This amendment applies to Contract #11625, originally dated February 5, 2014, and establishes updated provisions regarding Force Majeure and changes in law and regulations that may affect project performance, schedule, or cost. The Amendment confirms that, except as explicitly modified therein, all other terms and conditions of the original Agreement remain unchanged and in full force. Appendix C contains the complete, executed text of the Amendment for reference and inclusion in this proposal.

6 Additional Information

6.1 Acronyms

Acronym	Meaning
ADMS	Advanced Distribution Management System
CA	Customer Advocate
CX	Customer Experience
EMS	Energy Management System
FAQ	Frequently Asked Questions
SG	Service Group
GMS	Generation Management System
GPG	Global Product Group

Acronym	Meaning
Hitachi Energy	Hitachi Energy
HBU	Hub Business Unit. Regional business entity for Grid Automation.
IP	Internet Protocol
IP address	Internet Protocol address of a network component, such as a server or workstation.
IT	Information Technology
NM	Network Manager
PAS	Power Application Software
PCU	Process Control Unit. Communications front end processor.
PD	Product Development
PM	Product Management
PSO	Professional Services Organization
SAN	Storage Area Network
SCADA	Supervisory Control And Data Acquisition
SFTP	Secure File Transfer Protocol
SM	Service Manager
TSE	Technical Support Engineer
UTC	Universal Time Coordinated
VPN	Virtual Private Network



MLGW MEMPHIS LIGHT, GAS AND WATER DIVISION

September 26th, 2025

Mr. Matt Finco
Hitachi Energy
3151 Briarpark Dr.
HOUSTON TX 77042-3811

RE: CONTRACT NO. 10332
Hitachi Energy Software Maintenance

Dear Mr. Matt Finco:

This letter confirms that Hitachi Energy agrees to increase the contract dollars by \$774,713 of the above noted Contract No. 10332. The contract increase is for extending the digital plus + support and maintenance term by 3 years.

If Hitachi Energy accepts this change, please sign the acknowledgement below, and return this letter to Marshun Brooks at mbrooks@mlgw.org.

Sincerely,

Marshun Brooks

George Galaz - Vice-president Network Control
Hitachi Energy Representative Signature:

DocuSigned by:
George Galaz
A5B73B17540B487...

Date: 9/29/2025

Chris Martine - OU, Controller
Hitachi Energy Representative Signature:

DocuSigned by:
Chris Martine
F7BAE6E7463F4C5...

Date: 9/29/2025

Bryant Williamson
MLGW Manager Signature:

DocuSigned by:
Bryant Williamson
A8FD43E7630843F...

Date: 10/6/2025

RESOLUTION SUMMARY

1. Description of the Item

Resolution approving the prepayment for Street Cut Permit Fees to the City of Memphis in the amount of \$2,000,000.00.

2. Additional Information

Pursuant to a Resolution passed by Memphis City Council in 2022, to avoid interruption by the City administration of MLGW's continued work on MLGW facilities located in the right of way, MLGW and the City of Memphis agreed that MLGW could pre-pay its Street Cut Permit fees, and that the City Engineer would draw down duly assessed fees from the pre-payment funds.

Typically MLGW's work within the City of Memphis street right of way is assessed at \$750 per occurrence.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Vice President of Water and Gas Engineering and Operations presented for consideration of the Board, pre-payment of Street Cut Permit Fees from Memphis Light, Gas and Water Division to the City of Memphis for Street Cut Permits related to MLGW Construction within the City of Memphis Road ROW in the amount of \$2,000,000.00:

WHEREAS, pursuant to City of Memphis Municipal Code of Ordinances, Title 12, Streets, Sidewalks and Public Places, Chapter 12-8, Street Cuts. and Title 22, Division of Engineering, Chapter 22-7, Engineering Administration and Permit Fees, the City of Memphis Engineer is authorized to require a permit and to assess a fee for any street cuts performed by MLGW, to account for the diminution in value and repair costs associated with such street cut; and

WHEREAS, pursuant to a Resolution passed by Memphis City Council in 2022, to avoid interruption by the City administration of MLGW's continued work on MLGW facilities located in the right of way, MLGW and the City of Memphis agreed that MLGW could pre-pay its Street Cut Permit fees, and that the City Engineer would draw down duly assessed fees from the pre-payment funds; and

WHEREAS, typically MLGW's work within the City of Memphis street right of way is assessed at \$750 per occurrence.

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 Secretary-Treasurer is hereby authorized and directed to have a

check or electronic payment issued in the amount of **\$2,000,000.00**, payable to **City of Memphis**, for the purpose of prepayment of Street Cut Permit assessed fees by the City Engineer associated with MLGW roadway construction work within the City of Memphis right of way.

RESOLUTION

RESOLUTION TO APPROVE PAYMENT OF \$2,000,000.00 TO THE CITY OF MEMPHIS FOR PREPAYMENT OF STREETCUT AND PERMITS FEES CHARGED BY THE CITY ENGINEER TO MLGW FOR ROADWAY CONSTRUCTION IN THE CITY OF MEMPHIS RIGHT OF WAYS; AND FURTHER, TO APPROVE THE RECEIPT OF PAYMENT IN THE AMOUNT OF \$2,000,000.00 FROM MLGW TO THE CITY OF MEMPHIS, CITY ENGINEER

WHEREAS, pursuant to City of Memphis Municipal Code of Ordinances, Title 12, Streets, Sidewalks and Public Places, Chapter 12-8, Street Cuts, and Title 22, Division of Engineering, Chapter 22-7, Engineering Administration and Permit Fees, the City of Memphis Engineer is authorized to require a permit and to assess a fee for any street cuts performed by MLGW in the City of Memphis roads, to account for the diminution in value and repair costs associated with such street cut in its right of way;

WHEREAS, pursuant to a Resolution passed by Memphis City Council in 2022, to avoid interruption by the City administration of MLGW's continued work on MLGW facilities located in the right of way, MLGW and the City of Memphis agreed that MLGW could pre-pay its street cut fees, and that the City Engineer would draw down any duly assessed fees from the pre-payment funds; and

WHEREAS, typically MLGW's work within the City of Memphis street right of way is assessed at \$750 per occurrence; and

WHEREAS, on November 5, 2025 the MLGW Board of Commissioners approved a prepayment for Street City Permit Fees to the City of Memphis in the amount of \$2,000,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Memphis City Council that MLGW is hereby authorized to issue payment in the amount of \$2,000,000.00, payable to City of Memphis, for the purpose of prepayment of Street Cut Permit fees associated with MLGW roadway construction work within the City of Memphis right of way.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, that the City of Memphis, City Engineer, is authorized to accept funds in the amount of \$2,000,000.00 from MLGW as prepayment of Street Cut Permit Fees.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Rosser Board Meeting Date: 11/4/2025
 Specialist: Charmaine Fleming Contract Number: N/A
 Purchase Commodity: COM Street Cut Permit Fees
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	570221 Paving & Concrete Restoration / Bryan Smeltser / 320-1573 / rsmeltser@mlgw.org	
Scope: <u>Contract</u>	Prepayment of Street Cut Permit Fees associated with MLGW Construction work within the City of Memphis	
<u>Purchase</u>		
<u>Other</u> <u>X</u>		
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	City Of Memphis requires pre payment of street cut permit fees	
Where will the work take place? (MLGW facility or jobsite, etc.)	Within the City of Memphis territory.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	All roadway construction requires a street cut permit.	
Are there any anticipated vendor issues? (If so, please explain)	NO	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	NO	
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.	NO	
If applicable, how was the recommendation determined? (Bid or RFP) <u>N/A</u>	Does this item conflict with the City of Memphis Living Wage Ordinance? (Yes or No) NO	Does this item include Supplier Diversity? (Yes or No) (If yes, please explain) NO

BUDGET:

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	\$ 2,000,000.00	\$ 2,000,000.00	\$ -
2025 Budget*	\$ 13,521,000.00		
Amount Spent Year-to-Date	\$ 6,245,230.57		
2025 Budget Balance Available		\$ 7,275,769.43	6,246,230.57
Budget Balance After Award		\$ 5,275,769.43	

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

☐ O&M **Project** Lead Service Replacement, Street Improvements 4,967,000.00
Expenditure Organization 0570221 Paving and Concrete Restoration 8,554,000.00
Expenditure Type eAM Outside Purchases 13,521,000.00
☒ Capital **Task** Water, Electric

Comments:

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

APPROVED: Ronda Croft 09.16.2025
 Budget & Financial Planning Date

Rev. 11/01/2019



MLGW INTERDEPARTMENTAL MEMORANDUM

CONSTRUCTION & MAINTENANCE GAS OFFICE

BRUNSWICK SERVICE CENTER, 385-3442, 385-3404 FAX

To: Charmaine Fleming, Supervisor Accounts Payable

From: Craig Powers, C&M Gas Manager 

Date: 9/12/2025

Subject: City of Memphis Pre-payment of Street Cut Permit Fees

I am recommending that a payment of \$2,000,000 be made to the City of Memphis which will serve as a pre-payment of Street Cut Permit fees associated with MLGW construction work within the City of Memphis.

Please use the information below as the funding source of payment:

Org	570221, Paving and Concrete Restoration	570221, Paving and Concrete Restoration
LME0 Cat.	Other	Other
Expenditure	eAM Outside Purchases	eAM Outside Purchases
Project Name	Lead Service Replacement	Street Improvements
Task Name	Water: \$1,890,000	Electric: \$110,000

This payment is in accordance with the City of Memphis Municipal Code of Ordinance, Title 12 – *Streets, Sidewalks and Public Places/Chapter 12-8 Street Cuts*.

Please let me know if you have any questions or need clarification.

APPROVED:



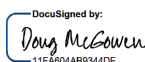
Alonzo Weaver
Sr VP and COO



Chandrika Rosser
VP, Gas & Water Engineering and Operations



Rodney Cleek
Sr VP, CFO and CAO



Doug McGowen
President and CEO

C: File

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12607 - Davis Aerator Building Screen Replacement**
- 2. Requested Funding – \$350,000.00 (\$324,318.00 award amount plus \$25,682.00 in contingency)**
- 3. Award Duration – One (1) year from the date of the Notice to Proceed**
- 4. Type of Bid – Sealed Bid**
- 5. Awarded To – A&B Construction Company, Inc.**
- 6. Plain Language Description – Install new screen on aerator windows to limit screen openings which will prevent bird and wildlife entry.**
- 7. Impact – Reduce the size opening in the aerator screening to restrict birds and wildlife from entering the aeration area. Similar screen instances have been noted at other locations during previous sanitary survey inspections by Tennessee Department of Environment and Conservation (TDEC).**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12607, Davis Aerator Building Screen Replacement to A&B Construction Company, Inc. in the funded amount of \$350,000.00.

The project scope is to furnish all work including supervision, personal protective training and equipment, confined space requirements, transportation, testing, materials, labor, tools, and to fabricate and install a new aerator building screening at Davis Pumping Station. The screens will consist of 0.5” x 0.5” square, 16 gage aluminum mesh in an aluminum McNICHOLS U edging frame (or similar). All screen panel dimensions must be field measured and verified by the Contractor. The installation must conform to NSF Standard 61.

The Notice to Bidders was advertised using MLGW’s Online Bid Notification System and the Memphis Daily News on July 21, 2025. MLGW solicited 10 bidders and received five (5) bids on August 26, 2025; of which one (1) bid was deemed non-responsive as it omitted the required pricing for material project supplies (frames). The lowest and best bid received was from A&B Construction Company, Inc. in the funded amount of \$324,318.00. MLGW is requesting contingency funds in the amount of \$25,682.00 for any unforeseen circumstances. The total funded amount for the award is \$350,000.00. The term of this contract is 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. 12607, Davis Aerator Building Screen Replacement to A&B Construction Company, Inc. in the funded amount of \$350,000.00, 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 November 5, 2025 awarded Contract No. 12607, Davis Aerator Building Screen Replacement to A&B Construction Company, Inc. in the funded amount of \$350,000.00, 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 all work including supervision, personal protective training and equipment, confined space requirements, transportation, testing, materials, labor, tools, and to fabricate and install a new aerator building screening at Davis Pumping Station. The screens will consist of 0.5" x 0.5" square, 16 gage aluminum mesh in an aluminum McNICHOLS U edging frame (or similar). All screen panel dimensions must be field measured and verified by the Contractor. The installation must conform to NSF Standard 61; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 21, 2025. MLGW solicited 10 bidders and received five (5) bids on August 26, 2025; of which one (1) bid was deemed non-responsive as it omitted the required pricing for material project supplies (frames). The lowest and best bid received was from A&B Construction Company, Inc. in the funded amount of \$324,318.00. MLGW is requesting contingency funds in the amount of \$25,682.00 for any unforeseen circumstances. The total funded amount for the award is \$350,000.00. The term of this contract is 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. 12607, Davis Aerator Building Screen Replacement to A&B Construction Company, Inc. in the funded amount of \$350,000.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Winston Rosser
 Procurement Contracts Specialist: Toka Ivy

Board Meeting Date: 11/5/2025
 Contract Number: 12607
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Water Engineering & Operations / Rob Hauser / 901-528-4827 / robert.hauser@mlgw.org	
Scope: Contract <u>X</u> Purchase _____ Other _____	The scope of the contract is to furnish all work including supervision, personal protective training and equipment, confined space requirements, transportation, testing, materials, labor, tools, and to fabricate and install a new aerator building screening at Davis Pumping Station. The screens will consist of 0.5" x 0.5" square, 16 gage aluminum mesh in an aluminum McNICHOLS U edging frame (or similar). All screen panel dimensions must be field measured and verified by the Contractor. The installation must conform to NSF Standard 61.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This is an award.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at MLGW's Davis Pumping Station located at 1800 West Shelby Drive, Memphis TN, 38109.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to update the existing building screens to TDEC Sanitary Survey requirements.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sealed Bid		

BUDGET:

Amount Requested

2026 Budget*

Amount Spent Year-to-Date

2026 Budget Balance Available

Budget Balance After Award

Total	In 2026 Budget Year	After Budget Year
\$ 350,000.00	\$ 350,000.00	\$ -
\$ 33,870,000.00		
\$ -	\$ 33,870,000.00	
	\$ 33,520,000.00	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Pumping Stations

0570510 Water Engineering

eAM Contracted Svcs

WO1561822

Comments: Approval Contingent on the 2026 Budget approval.

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.02.2025

Date

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION INTERDEPARTMENTAL

TO: Board of Commissioners

DATE: 11/05/2025

FROM: Randy Orsby - Manager of Procurement and Contracts

SUBJECT: Contract No. 12607, Davis Aerator Building Screen Replacement

The Contracts Management Department, with an outline of work to be provided by the Water Engineering and Operations Department, solicited bids to furnish all work including supervision, personal protective training and equipment, confined space requirements, transportation, testing, materials, labor, tools, and to fabricate and install a new aerator building screening at Davis Pumping Station. The screens will consist of 0.5" x 0.5" square, 16 gage aluminum mesh in an aluminum McNICHOLS U edging frame (or similar). All screen panel dimensions must be field measured and verified by the Contractor. The installation must conform to NSF Standard 61.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 21, 2025. MLGW solicited 10 bidders and received five (5) bids on August 26, 2025; of which one (1) bid was deemed non-responsive as it omitted the required pricing for material project supplies (frames). The lowest and best bid received was from A&B Construction Company, Inc. in the funded amount of \$324,318.00. MLGW is requesting contingency funds in the amount of \$25,682.00 for any unforeseen circumstances. The total funded amount for the award is \$350,000.00. The term of this contract is one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

Bidders	Bid Amount without Local Bidding Preference/Presence	Local Bidding Preference/Presence Calculation (if applicable)	Comments
A&B Construction Company, Inc. 5091 Wilfong Road Memphis, TN 38134	Bid Amount of \$324,318.00 (plus \$25,682.00 in contingency)	N/A	The Contractor did not qualify for the Local Bidding Preference or the Local Bidding Presence.
Barnes & Brower, Inc. 3787 Old Getwell Road Memphis, TN 38118	\$334,459.00	N/A	The Contractor did not qualify for the Local Bidding Preference or the Local Bidding Presence.

Landmark Construction General Contractor, Inc. 1897 Thomas Road Memphis, TN 38134	\$427,880.00	N/A	The Contractor did not qualify for the Local Bidding Preference or the Local Bidding Presence.
Grinder, Taber & Grinder, Inc. 1919 Lynnfield Road Memphis, TN 38119	\$539,370.00	\$512,401.50	The Contractor provided adequate documentation to be considered for the Local Bidding Preference and Local Bidding Presence.
Smith-Doyle Contractors, Inc. 1635 Wynne Road Cordova, TN 38016	The Contractor was deemed non-responsive because their bid omitted the required pricing for material project supplies (frames).	N/A	N/A

MLGW through its evaluation and selection process recommends the award of Contract No. 12607, Davis Aerator Building Screen Replacement to A&B Construction Company, Inc. in the funded amount of \$350,000.00.



ELECTRONIC TRANSMISSION

DATE: September 23, 2025

TO: See List Below

RE: Notification of the Intent to Award
Contract No. 12607- Davis Aerator Building Screen Replacement

On behalf of MLGW, thank you for providing a bid for Contract No. 12607- Davis Aerator Building Screen Replacement.

After an evaluation of all bids received, a notification of the intent to award a recommendation to A&B Construction Company, Inc. for the above-referenced contract has been received in the Contract Management office.

It should be noted that Contract No. 12607- Davis Aerator Building Screen Replacement is not legally effective until both the LGW Board of Commissioners and Memphis City Council approves its minutes. Additionally, both A&B Construction Company, Inc. and MLGW must 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.

If you have any additional questions, please contact me at (901) 528-4020 or via email at tivy@mlgw.org.

Again, thank you for your interest in doing business with MLGW.

Sincerely,

Toka K. Ivy

Toka K. Ivy
Procurement Contract Specialist II
Contracts Management Department

List:

- A&B Construction Company, Inc.- 5091 Wilfong Rd., Memphis, TN 38134
- Barnes & Brower, Inc. – 3787 Old Getwell Rd., Memphis, TN 38118
- Landmark Construction General Contractor, Inc. – 1897 Thomas Rd. Memphis, TN 38134
- Grinder, Taber, Grinder, Inc. – 1919 Lynnfield Rd., Memphis, TN 38119
- Smith-Doyle Contractors, Inc.- 1635 Wynne Rd., Cordova, TN 38016

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12605 - McCord Mechanical Maintenance Building**
- 2. Requested Funding – \$3,000,000.00 (\$2,812,785.00 - bid amount plus \$187,215.00 in contingency)**
- 3. Award Duration – 24 months from the date of the Notice to Proceed**
- 4. Type of Bid – Sealed Bid**
- 5. Awarded To – Barnes & Brower, Inc**
- 6. Plain Language Description – The Water Operation Mechanical Maintenance department does not currently have a dedicated workspace. The new building will provide mechanical maintenance personnel with workspace to perform repairs, assemble pumps and motors, accept equipment deliveries, and provide special storage for critical spare parts and equipment.**
- 7. Impact – The new building will provide mechanical maintenance personnel with workspace to perform repairs, assemble pumps and motors, accept equipment deliveries, and provide special storage for critical spare parts and equipment.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12605, McCord Mechanical Maintenance Building to Barnes & Brower, Inc. in the funded amount of \$3,000,000.00.

The project scope is to furnish all supervision, labor, transportation, materials, equipment, tools, and mobilization to construct a new Water Production Mechanical Maintenance Building, to include, but not limited to, the following: all site work; building construction; electrical; HVAC; plumbing; overhead crane purchase and installation; and heavy duty storage shelf purchase and installation at MLGW's McCord Pumping Station located at 6230 Summer Avenue, Memphis, Tennessee 38134.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 21, 2025. MLGW solicited 28 bids; of which, 12 Contractors attended the Mandatory Site Visit held on July 30, 2025 and were deemed qualified to bid on the project. Seven (7) bids were received on September 2, 2025. The lowest and best bid received was from Barnes & Brower, Inc. in the funded amount of \$2,812,785.00. MLGW is requesting contingency funds in the amount of \$187,215.00 for any unforeseen circumstances. The total funded amount for the award is \$3,000,000.00. The term of this contract is 24 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12605, McCord Mechanical Maintenance Building to Barnes & Brower, Inc. in the funded amount of \$3,000,000.00, 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 November 5, 2025 awarded Contract No. 12605, McCord Mechanical Maintenance Building to Barnes & Brower, Inc. in the funded amount of \$3,000,000.00, 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 all supervision, labor, transportation, materials, equipment, tools, and mobilization to construct a new Water Production Mechanical Maintenance Building, to include, but not limited to, the following: all site work; building construction; electrical; HVAC; plumbing; overhead crane purchase and installation; and heavy duty storage shelf purchase and installation at MLGW's McCord Pumping Station located at 6230 Summer Avenue, Memphis, Tennessee 38134; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 21, 2025. MLGW solicited 28 bids; of which, 12 Contractors attended the Mandatory Site Visit held on July 30, 2025 and were deemed qualified to bid on the project. Seven (7) bids were received on September 2, 2025. The lowest and best bid received was from Barnes & Brower, Inc. in the funded amount of \$2,812,785.00. MLGW is requesting contingency funds in the amount of \$187,215.00 for any unforeseen circumstances. The total funded amount for the award is \$3,000,000.00. The term of this contract is 24 months 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. 12605, McCord Mechanical Maintenance Building to Barnes & Brower, Inc. in the funded amount of \$3,000,000.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Von Goodloe
 Procurement Contracts Specialist: Arma Orr

Board Meeting Date: 11/5/2025
 Contract Number: 12605
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Water Engineering / Rob Hauser / 901-528-4827 / robert.hauser@mlgw.org	
Scope: Contract <u>X</u> Purchase _____ Other _____	The project scope is to furnish all supervision, labor, transportation, tools, materials, equipment, and mobilization to construct a new Water Production Mechanical Maintenance Building, to include, but not limited to, the following: all site work, building construction, electrical, HVAC, plumbing, overhead crane purchase and installation, and heavy duty storage shelving purchase and installation at MLGW's McCord Pumping Station located at 6230 Summer Avenue, Memphis, TN 38134.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This is an award.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at MLGW's McCord Pumping Station, 6230 Summer Avenue, Memphis, TN 38134.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists due to the Water Operation Mechanical Maintenance department not having a dedicated workspace. The new building will provide mechanical maintenance personnel with workspace to perform repairs, assemble pumps and motors, accept equipment deliveries, and provide special storage for critical spare parts and equipment.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sealed Bid		

BUDGET:

Amount Requested

2026 Budget*

Amount Spent Year-to-Date

2026 Budget Balance Available

Budget Balance After Award

Total	In 2026 Budget Year	After Budget Year
\$ 3,000,000.00	\$ 3,000,000.00	\$ -
\$ 4,286,000.00		
\$ -	\$ 4,286,000.00	
	\$ 1,286,000.00	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Buildings/Structures

0363200 Facilities Management and Maintenance

eAM Contracted Svcs

WO1549966

Comments: Approval contingent on approved 2026 Budget.

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.03.2025

Date

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION INTERDEPARTMENTAL

TO: Board of Commissioners

DATE: 11/05/2025

FROM: Randy Orsby - Manager of Procurement and Contracts

SUBJECT: Contract No. 12605, McCord Mechanical Maintenance Building

The Contracts Management Department, with an outline of work to be provided by the Water Engineering and Operations Department, solicited bids to furnish all supervision, labor, transportation, materials, equipment, tools, and mobilization to construct a new Water Production Mechanical Maintenance Building, to include, but not limited to, the following: all site work; building construction; electrical; HVAC; plumbing; overhead crane purchase and installation; and heavy duty storage shelf purchase and installation at MLGW's McCord Pumping Station located at 6230 Summer Avenue, Memphis, Tennessee 38134.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on July 21, 2025. MLGW solicited 28 bids; of which, 12 Contractors attended the Mandatory Site Visit held on July 30, 2025 and were deemed qualified to bid on the project. Seven (7) bids were received on September 2, 2025. The lowest and best bid received was from Barnes & Brower, Inc. in the funded amount of \$2,812,785.00. MLGW is requesting contingency funds in the amount of \$187,215.00 for any unforeseen circumstances. The total funded amount for the award is \$3,000,000.00. The term of this contract is 24 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

Bidders	Bid Amount without Local Bidding Preference/Presence	Local Bidding Preference/Presence Calculation	Comments
Barnes & Brower, Inc. 3787 Old Getwell Road Memphis, TN 38118	\$3,000,000.00 (\$2,812,785.00 – bid amount plus \$187,215.00 in contingency)	\$2,712,785.00	The Contractor provided documentation to be considered for the Local Bidding Preference.
Grinder & Haizlip Construction, Inc. 1746 Thomas Road Memphis, TN 38134	\$2,810,646.00	N/A	The Contractor did not provide documentation to be considered for the Local Bidding Preference or the Local Bidding Presence.
Grinder, Taber & Grinder, Inc. 1919 Lynnfield Road Memphis, TN 38119	\$2,916,000.00	\$2,816,000.00	The Contractor provided documentation to be considered for the Local Bidding Preference.
A & B Construction Company, Inc. 3091 Wilfong Road Memphis, TN 38134	\$2,891,521.00	N/A	The Contractor did not provide documentation to be considered for the Local Bidding Preference or the Local Bidding Presence.

Smith-Doyle Contractors, Inc. 1635 Wynne Road Cordova, TN 38016	\$2,969,605.00	N/A	The Contractor did not provide documentation to be considered for the Local Bidding Preference or the Local Bidding Presence.
Zellner Construction Services, LLC 2926 Ridgeway Road Memphis, TN 38115	\$3,209,000.00	\$3,109,000.00	The Contractor provided documentation to be considered for the Local Bidding Preference.
W & T Contracting Corporation 60 North B. B. King Boulevard Memphis, TN 38103	\$3,362,500.00	N/A	The Contractor did not provide documentation to be considered for the Local Bidding Preference or the Local Bidding Presence.

MLGW through its evaluation and selection process recommends the award of Contract No. 12605, McCord Mechanical Maintenance Building to Barnes & Brower, Inc.



MEMPHIS LIGHT, GAS AND WATER DIVISION

DATE: September 29, 2025

TO: See Distribution List Below

RE: Notification of the Intent to Award
Contract No. 12605 ~ McCord Mechanical Maintenance Building

On behalf of MLGW, thank you for participating in the recent bid solicitation for **Contract No. 12605 ~ McCord Mechanical Maintenance Building** in which bids were received on **September 2, 2025**.

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

*It should be noted that **Contract No. 12605** is not legally effective until both the LGW Board of Commissioners and Memphis City Council approves its minutes. In addition, both the Vendor and MLGW must 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 or by phone at 901-528-4020 if you have any questions or concerns.

Sincerely,

Arma Orr

Arma Orr
Procurement Contracts Specialist 2
Contracts Management Department
Memphis Light, Gas and Water Division
Office: 901-528-4020
Email: aorr@mlgw.org

Distribution List:

- **A & B Construction, Inc.~5091 Wilfong Road, Memphis, TN 38134**
- **Barnes & Brower, Inc.~3787 Old Getwell Road, Memphis, TN 38118**
- **Grinder & Haizlip Construction, Inc.~**
- **Grinder, Taber & Grinder, Inc.~1919 Lynnfield Road, Memphis, TN 38119**
- **Smith-Doyle Contractors, Inc.~1632 Wynne Road, Cordova, TN 38016**
- **W & T Contracting Corporation~60 North B. B. King Boulevard, Memphis, TN 38103**
- **Zellner Construction Services, LLC~2926 Ridgeway Road, Memphis, TN 38115**



cc: Darren Beal
Robert Hauser
Heather Horton
Aaron Smith

RESOLUTION SUMMARY

1. Description of Item

Resolution approving the execution of an amendment and extension to Contract No. 12416 between Memphis Light, Gas and Water Division and Trunkline Gas Company, LLC, in the amount of \$16,000,000.00 approximately.

2. Additional Information

The winter portion of this contract is \$13,000,000 and the summer is \$3,000,000 approximately. (This contract will be for 167,000 MMBtu/day during the winter season and 29,000 MMBtu/day during the summer season. This contract is an amendment and extension to our Enhanced Firm Transportation agreement and includes a Discount Letter. Contract volume is amended to add 29,000 of summer pipe capacity. The 29,000 of summer capacity is replacing volumes from an expiring contract on another pipeline providing a savings. The addition of the 4 summer seasons will extend the original end date of 3/31/29 to 10/31/29.

The contract term is for five years, effective November 1, 2024 and ending October 31, 2029.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Vice President, Gas and Water Engineering and Operations presented for consideration of the Board approval of Contract No. 12416 between Memphis Light, Gas and Water Division and Trunkline Gas Company, LLC in the amount of \$16,000,000.00 approximately. The winter portion of this contract is \$13,000,000 and the summer is \$3,000,000 approximately. This contract will be for 167,000 MMBtu/day during the winter season and 29,000 MMBtu/day during the summer season. This contract is an amendment and extension to our existing Enhanced Firm (EFT) transportation agreement and includes a Discount Letter. Contract volume is amended to add 29,000 of summer pipe capacity. The 29,000 of summer capacity is replacing volumes from an expiring contract on another pipeline providing a savings. The addition of the 4 summer seasons will extend the original end date of 3/31/29 to 10/31/29.

The contract term is for five years, effective November 1, 2024 and ending October 31, 2029.

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

THAT, Subject to the consent and approval of the City Council of the City of Memphis, Contract No. 12416 with Trunkline Gas Company, LLC in the amount of \$16,000,000.00 is approved as outlined in the foregoing preamble; and further,

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners at its meeting held November 5, 2025, approved Contract No. 12416 between Memphis Light, Gas and Water Division and Trunkline Gas Company, LLC in the amount of \$16,000,000.00 approximately. The winter portion of this contract is \$13,000,000 and the summer is \$3,000,000 approximately; and further,

WHEREAS, this contract will be for 167,000 MMBtu/day during the winter season and 29,000 MMBtu/day during the summer season. This contract is an amendment and extension to our existing Enhanced Firm (EFT) transportation agreement and includes a Discount Letter. Contract volume is amended to add 29,000 of summer pipe capacity. The 29,000 of summer capacity is replacing volumes from an expiring contract on another pipeline providing a savings; The addition of the 4 summer seasons will extend the original end date of 3/31/29 to 10/31/29; and further,

WHEREAS, the contract term is for five years, effective November 1, 2024 and ending October 31, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that Contract No. 12416 with Trunkline Gas Company, LLC in the amount of \$16,000,000.00 is approved and the President or his designated representative is authorized to execute the contract.

AMENDMENT TO TRANSPORTATION AGREEMENT

Parties : TRUNKLINE GAS COMPANY, LLC and

MEMPHIS LIGHT, GAS & WATER DIVISION

The above parties, by their execution of the Exhibit A referenced below, hereby agree to amend their Transportation Agreement dated 11/01/2018 designated as Contract Number 34057 as follows:

1. Exhibit A is hereby amended and superseded with the Exhibit A attached hereto.
2. This Amendment shall be effective from the Effective Date as set out on Exhibit A.
3. Except as provided herein, all other terms and conditions of this Agreement will remain in full force and effect.
4. Reason for Amendment: Extend 7 month and added Summer CQ

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule EFT
Between
TRUNKLINE GAS COMPANY, LLC

and MEMPHIS LIGHT, GAS & WATER DIVISION

Contract No. 34057

Effective Date: April 1, 2026

Supersedes Exhibit A dated: April 1, 2024

Maximum Daily Quantity for each specified period of the Agreement:

Effective from 04/01/2026	through 10/31/2026:	29,000	Dt.
Effective from 11/01/2026	through 03/31/2027:	167,000	Dt.
Effective from 04/01/2027	through 10/31/2027:	29,000	Dt.
Effective from 11/01/2027	through 03/31/2028:	167,000	Dt.
Effective from 04/01/2028	through 10/31/2028:	29,000	Dt.
Effective from 11/01/2028	through 03/31/2029:	167,000	Dt.
Effective from 04/01/2029	through 10/31/2029:	29,000	Dt.

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule EFT
Between
TRUNKLINE GAS COMPANY, LLC

and MEMPHIS LIGHT, GAS & WATER DIVISION

Contract No. 34057

MEMPHIS LIGHT, GAS & WATER DIVISION

By: _____

(Please type or print name)

Title: _____

Executed: _____

TRUNKLINE GAS COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule EFT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Location	County	State	Meter No.	MDDO
Effective from: 04/01/2026 Through: 10/31/2026						
1	MEMPHIS LIGHT, GAS & WATER DIVISION NORTH & SOUTH	FAY ETTE TN	FAYETTE	TN	93069	29000
Effective from: 11/01/2026 Through: 03/31/2027						
2	MEMPHIS LIGHT, GAS & WATER DIVISION NORTH & SOUTH	FAY ETTE TN	FAYETTE	TN	93069	167000
Effective from: 04/01/2027 Through: 10/31/2027						
3	MEMPHIS LIGHT, GAS & WATER DIVISION NORTH & SOUTH	FAY ETTE TN	FAYETTE	TN	93069	29000
Effective from: 11/01/2027 Through: 03/31/2028						
4	MEMPHIS LIGHT, GAS & WATER DIVISION NORTH & SOUTH	FAY ETTE TN	FAYETTE	TN	93069	167000
Effective from: 04/01/2028 Through: 10/31/2028						
5	MEMPHIS LIGHT, GAS & WATER DIVISION NORTH & SOUTH	FAY ETTE TN	FAYETTE	TN	93069	29000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from: 04/01/2026 Through: 10/31/2026				
1	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 11/01/2026 Through: 03/31/2027				
2	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 04/01/2027 Through: 10/31/2027				
3	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 11/01/2027 Through: 03/31/2028				
4	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 04/01/2028 Through: 10/31/2028				
5	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule EFT

Primary Point(s) of Delivery

Seq. No.	Delivered To	Location	County	State	Meter No.	MDDO
Effective from: 11/01/2028 Through: 03/31/2029						
6	MEMPHIS LIGHT, GAS & WATER DIVISION NORTH & SOUTH	FAY ETTE	FAYETTE	TN	93069	167000
Effective from: 04/01/2029 Through: 10/31/2029						
7	MEMPHIS LIGHT, GAS & WATER DIVISION NORTH & SOUTH	FAY ETTE	FAYETTE	TN	93069	29000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from: 11/01/2028 Through: 03/31/2029				
6	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
Effective from: 04/01/2029 Through: 10/31/2029				
7	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule EFT

Primary Point(s) of Receipt

Seq. No.	Received From	Location	County	State	Meter No.	MDRO (Net of Fuel Reimbursement)
Effective from: 04/01/2026 Through: 10/31/2026						
1	TIGER INTERCONNECT - ETC TIGER PIPELINE	22 16N 06E	RICHLAND	LA	82752	15000
2	TGC - REGENCY INTRASTATE GAS INTERCONNECT	01 14N 04E	CALDWELL	LA	82804	14000
Effective from: 11/01/2026 Through: 03/31/2027						
3	OLLA - GULF SOUTH	22 10N 02E	LA SALLE	LA	81720	20000
4	RICHLAND PARISH - GULF RUN	22 16N 06E	RICHLAND	LA	82738	61000
5	GREENVILLE LATERAL @ BURDETTE ROAD - TEXAS GAS TRANSMISSION	04 17N 07W	WASHINGT	MS	82744	15000
6	TGC - REGENCY INTRASTATE GAS INTERCONNECT	01 14N 04E	CALDWELL	LA	82804	61000
7	MCNUTT TGC RECEIPT - ENLINK LIG	136 04N 03W	RAPIDES	LA	82827	10000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from: 04/01/2026 Through: 10/31/2026				
1	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
2	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
Effective from: 11/01/2026 Through: 03/31/2027				
3	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
4	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
5	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
6	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
7	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule EFT

Primary Point(s) of Receipt

Seq. No.	Received From	Location	County	State	Meter No.	MDRO (Net of Fuel Reimbursement)
Effective from: 04/01/2027 Through: 10/31/2027						
8	TIGER INTERCONNECT - ETC TIGER PIPELINE	22 16N 06E	RICHLAND	LA	82752	15000
9	TGC - REGENCY INTRASTATE GAS INTERCONNECT	01 14N 04E	CALDWELL	LA	82804	14000
Effective from: 11/01/2027 Through: 03/31/2028						
10	OLLA - GULF SOUTH	22 10N 02E	LA SALLE	LA	81720	20000
11	RICHLAND PARISH - GULF RUN	22 16N 06E	RICHLAND	LA	82738	61000
12	GREENVILLE LATERAL @ BURDETTE ROAD - TEXAS GAS TRANSMISSION	04 17N 07W	WASHINGTON	MS	82744	15000
13	TGC - REGENCY INTRASTATE GAS INTERCONNECT	01 14N 04E	CALDWELL	LA	82804	61000
14	MCNUTT TGC RECEIPT - ENLINK LIG	136 04N 03W	RAPIDES	LA	82827	10000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from: 04/01/2027 Through: 10/31/2027				
8	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
9	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
Effective from: 11/01/2027 Through: 03/31/2028				
10	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
11	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
12	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
13	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
14	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule EFT

Primary Point(s) of Receipt

Seq. No.	Received From	Location	County	State	Meter No.	MDRO (Net of Fuel Reimbursement)
Effective from: 04/01/2028 Through: 10/31/2028						
15	TIGER INTERCONNECT - ETC	22	RICHLAND	LA	82752	15000
	TIGER PIPELINE	16N 06E				
16	TGC - REGENCY INTRASTATE GAS INTERCONNECT	01 14N 04E	CALDWELL	LA	82804	14000
Effective from: 11/01/2028 Through: 03/31/2029						
17	OLLA - GULF SOUTH	22 10N 02E	LA SALLE	LA	81720	20000
18	RICHLAND PARISH - GULF RUN	22 16N 06E	RICHLAND	LA	82738	61000
19	GREENVILLE LATERAL @ BURDETTE ROAD - TEXAS GAS	04 17N 07W	WASHINGTON	MS	82744	15000
20	TGC - REGENCY INTRASTATE GAS INTERCONNECT	01 14N 04E	CALDWELL	LA	82804	61000
21	MCNUTT TGC RECEIPT - ENLINK LIG	136 04N 03W	RAPIDES	LA	82827	10000

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from: 04/01/2028 Through: 10/31/2028				
15	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
16	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
Effective from: 11/01/2028 Through: 03/31/2029				
17	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
18	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
19	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7
20	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
21	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.7

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule EFT

Primary Point(s) of Receipt

Seq. No.	Received From	Location	County	State	Meter No.	MDRO (Net of Fuel Reimbursement)
Effective from: 04/01/2029 Through: 10/31/2029						
22	TIGER INTERCONNECT - ETC	22	RICHLAND	LA	82752	15000
	TIGER PIPELINE	16N				
		06E				
23	TGC - REGENCY INTRASTATE	01 14N 04E	CALDWELL	LA	82804	14000
	GAS INTERCONNECT					

Description of Facilities

Seq. No.	Existing/ Proposed	Zone	Operated and Maintained By	Atmos. Pres. (Psia)
Effective from: 04/01/2029 Through: 10/31/2029				
22	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4
23	EXISTING	Z1A	TRUNKLINE GAS COMPANY, LLC	14.4

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule EFT

Secondary Point(s) of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Trunkline's Rate Schedule EFT.

EXHIBIT A
Transportation Agreement
For
Firm Service
Under Rate Schedule EFT

Secondary Point(s) of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Trunkline's Rate Schedule EFT.



TRUNKLINE GAS COMPANY, LLC
An ENERGY TRANSFER Company

August 28, 2025

**SUPERSEDES DISCOUNT LETTER DATED NOVEMBER 8, 2022
AND ANY PREVIOUS AMENDMENTS**

Mr. Hyung Lee
Memphis Light, Gas & Water Division
220 S Main St
Memphis, TN 38103-3917

Re: Discounted Rate for Enhanced Firm Transportation Service
Trunkline Gas Company, LLC
Rate Schedule EFT
Agreement No. 34057

Dear Mr. Lee:

Trunkline Gas Company, LLC ("Pipeline") and Memphis Light, Gas & Water Division ("Shipper") (sometimes referred to herein individually as a "Party" and jointly as the "Parties") agree that rate(s) payable by Shipper under Pipeline's firm transportation service agreement referenced above ("Service Agreement") and described in this Letter Agreement shall be discounted as set forth below.

1. Pipeline is providing Shipper a transportation rate discount pursuant to the provisions of Article 3 of the Service Agreement. This Letter Agreement and the Service Agreement constitute the entire agreement of the Parties and supersede all prior understandings and agreements, oral or written, related to the firm transportation capacity provided pursuant to such Service Agreement No. 34057.
2. Subject to the provisions of this Letter Agreement, the term of the discount shall begin on April 1, 2026 and end on October 31, 2029 ("Discount Period"). After the Discount Period, Shipper shall pay Pipeline the maximum rates for the service as set forth in the Pipeline's FERC Gas Tariff from time to time.
3. During the Discount Period, for each billing month, Shipper shall pay Pipeline the rate components in Pipeline's FERC Gas Tariff as follows:
 - a) The "Discounted Rate" per Dekatherm ("Dth"), as stated in Paragraph 4, shall include the Reservation Charge stated on the basis of a daily charge per Dth and shall be charged for the maximum daily contract quantity for each day of the month.

Letter to Memphis Light, Gas & Water Division - 34057
August 28, 2025
Page 2 of 5

- b) All other current rates and surcharges stated in Pipeline’s FERC Gas Tariff, including, but not limited to, Minimum Usage Charge, ACA, Fuel Reimbursement, gathering, penalty charges, overrun charges, scheduling charges, cash-out charges, and charges for receipts and deliveries other than at discounted points specified in Paragraph 4 and, in addition, all other charges and surcharges which may become effective from time to time in the future.
4. The Discounted Rate shall apply only to the service and entitlement contract quantities and the receipt and delivery points provided under the Service Agreement as specified below:

EFT Agreement 34057

DISCOUNTED RATE (daily Reservation Rate) = 9.50 cents per Dth

TOTAL QUANTITY for EFT Agreement 34057 is
29,000 Dth/day effective for each April 1st – October 31st of the Discount Period;
167,000 Dth/day effective for each November 1st – March 31st of the Discount Period

<u>Effective Period</u> ¹	<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Quantity (Dth/day)</u>	<u>Discounted Avg Monthly Reservation Rate (\$/Dth)</u>
April 1 st – October 31 st	TGC - Regency Intrastate Gas Interconnect (82804) Tiger Interconnect - ETC Tiger Pipeline (82752)	Memphis Light, Gas & Water Division North & South (93069)	29,000	\$2.8896

¹ During each year of the Discount Period.

Letter to Memphis Light, Gas & Water Division - 34057

August 28, 2025

Page 3 of 5

<u>Effective Period</u> ²	<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Quantity (Dth/day)</u>	<u>Discounted Avg Monthly Reservation Rate (\$/Dth)</u>
November 1 st – March 31 st	Greenville Lateral @ Burdette Road - Texas Gas Transmission (82744) Mcnutt TGC Receipt - Enlink LIG (82827) Olla - Gulf South (81720) Richland Parish – Enable (82738) TGC - Regency Intrastate Gas Interconnect (82804)	Memphis Light, Gas & Water Division North & South (93069)	167,000	\$2.8896

In addition, if Shipper receives gas from the following secondary receipt point(s) for delivery to a discounted delivery point, it shall retain the same Discounted Rate:

Secondary Receipt Point(s): Zone 1A Receipt Points (MRZ1A)

5. If from time to time during the Discount Period the Discounted Rate is lower than the then effective applicable minimum rate set forth in Trunkline's tariff, then the Discounted Rate will be increased to equal the respective minimum tariff rate. Notwithstanding any other provisions of this Service Agreement, in no event shall the Discounted Rate billed by Transporter be less than the applicable minimum rate or more than the applicable maximum rate set forth in Transporter's Tariff, as may be revised from time to time.
6. Shipper shall have the same right of first refusal with respect to the Service Agreement as a shipper paying maximum tariff rates would have under GT&C Section 11.3 of Pipeline's FERC Gas Tariff.

² During each year of the Discount Period.

Letter to Memphis Light, Gas & Water Division - 34057

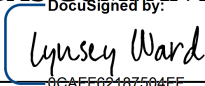
August 28, 2025

Page 4 of 5

7. In the event of a temporary capacity release, Shipper shall remain obligated to Pipeline for the rate established in this Letter Agreement. In the event of a permanent release, Shipper shall be obligated to pay Pipeline an amount which will maintain the economic value of this Letter Agreement, unless Pipeline agrees otherwise.
8. This Letter Agreement shall be binding upon and inure to the benefit of any successor to either Party by merger, consolidation or acquisition; otherwise, neither Party shall assign this Letter Agreement or any of its rights or obligations hereunder unless it shall first have obtained the written consent of the other Party. Such consent shall not be unreasonably withheld. No consent shall be required for the pledging or mortgaging by either Party of its rights hereunder as security for its indebtedness.
9. The Parties and their respective employees, agents and attorneys shall not disclose or communicate the substance or terms of this Letter Agreement to any other person unless (a) required by law, regulation or order of government authority, including such disclosure of the terms hereof as may be required in proceedings before the Federal Energy Regulatory Commission or other regulatory agency having jurisdiction, or (b) the Party wishing to make the disclosure first obtains the express written consent of the other Party or (c) the Party making the disclosure enters into a protective agreement with such other person or persons to provide that the substance and terms of this Letter Agreement remain confidential.

If you are in agreement with the foregoing, please have a duly authorized representative sign this Letter Agreement in the appropriate space provided below and return to the letterhead address.

Sincerely,
TRUNKLINE GAS COMPANY, LLC

Representative:  DocuSigned by: 8CAFF62187504FF...

Print Name: Lynsey Ward

TRUNKLINE GAS COMPANY, LLC

By: _____

Print Name: _____

Title: _____

Contract Admin	
Optimization	
Legal	

Letter to Memphis Light, Gas & Water Division - 34057

August 28, 2025

Page 5 of 5

Accepted and Agreed to this

____ day of _____, _____:

MEMPHIS LIGHT, GAS & WATER DIVISION

By: _____

Print Name: _____

Title: _____

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Winston-Rosser Board Meeting Date: 9/17/2025
 Procurement Contracts Specialist: _____ Purchase Order/Requisition Number: 12416
 Purchase Commodity: Natural Gas Pipeline Capacity
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Gas Portfolio Management / Hyung Lee / 901-528-4495 / hlee@mlgw.org	
Scope: Contract _____ Purchase _____ Other _____	Pipeline Capacity Contract This contract is for 5 years starting November 1, 2024 and ends October 31, 2029	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	Award	
Where will the work take place? (MLGW facility or jobsite, etc.)	N/A	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	Obtaining Pipeline Capacity to move natural gas from supply regions to Memphis customers.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP)	Does this item conflict with the City of Memphis Living Wage Ordinance? (Yes or No) No	Does this item include Supplier Diversity? (Yes or No) (If yes, please explain) No

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	3,500,000.00	\$ -	\$ 3,500,000.00
\$	24,368,000.00		
\$	4,793,741.08	\$ 19,574,258.92	
		\$ 19,574,258.92	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Gas Portfolio Mgmt R2024

570810 Gas Portfolio Management

eAM Contracted Svcs

Various

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

09.04.2025

Date

Rev. 11/01/2018

RESOLUTION SUMMARY

1. Description of Item

Resolution approving the execution of a new Contract No. 12640 between Memphis Light, Gas and Water Division and Texas Gas Transmission, LLC, in the amount of \$6,000,000.00 approximately.

2. Additional Information

This is a winter only pipeline capacity contract. The contract will be for 40,000 MMBtu/day during the winter season. This contract is a new contract that will be replacing 40,000 of capacity expiring on another pipeline and provides for a cost savings.

The contract term is for five years, effective November 1, 2026 and ending March 31, 2031.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Vice President, Gas and Water Engineering and Operations presented for consideration of the Board approval of Contract No. 12640 between Memphis Light, Gas and Water Division and Texas Gas Transmission, LLC in the amount of \$6,000,000.00 approximately. This is a winter only pipeline capacity contract. The contract will be for 40,000 MMBtu/day during the winter season. This contract is a new contract that will be replacing 40,000 of capacity expiring on another pipeline and provides for a cost savings. The contract term is for five years, effective November 1, 2026 and ending March 31, 2031.

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

THAT, Subject to the consent and approval of the City Council of the City of Memphis, Contract No. 12640 with Texas Gas Transmission, LLC in the amount of \$6,000,000.00 is approved as outlined in the foregoing preamble; and further,

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners at its meeting held November 5, 2025, approved Contract No. 12640 between Memphis Light, Gas and Water Division and Texas Gas Transmission, LLC in the amount of \$6,000,000.00 approximately; and further,

WHEREAS, this contract will be for 40,000 MMBtu/day during the winter season. This contract is a new contract that will be replacing 40,000 of capacity expiring on another pipeline and provides for a cost savings; and further,

WHEREAS, the contract term is for five years, effective November 1, 2026 and ending March 31, 2031.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that Contract No. 12640 with Texas Gas Transmission, LLC in the amount of \$6,000,000.00 is approved and the President or his designated representative is authorized to execute the contract.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Winston-Rosser Board Meeting Date: 10/15/2025
 Procurement Contracts Specialist: _____ Purchase Order/Requisition Number: 12640
 Purchase Commodity: Natural Gas Pipeline Capacity
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Gas Portfolio Management / Hyung Lee / 901-528-4495 / hlee@mlgw.org	
Scope: Contract _____ Purchase _____ Other _____	Pipeline Capacity Contract This contract is for 5 years starting November 1, 2026 and ends March 31, 2031	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	Award	
Where will the work take place? (MLGW facility or jobsite, etc.)	N/A	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	Obtaining Pipeline Capacity to move natural gas from supply regions to Memphis customers.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP)	Does this item conflict with the City of Memphis Living Wage Ordinance? (Yes or No) No	Does this item include Supplier Diversity? (Yes or No) (If yes, please explain) No

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	6,000,000.00	\$ 6,000,000.00	\$ -
\$	150,070,000.00		
\$	-	\$ 150,070,000.00	
		\$ 144,070,000.00	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

General Division Expenses

0988888 Misc Accounting Transaction

Purchase Gas

Admin Expense

Comments: Approval contingent upon the 2026 Budget approval.

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.02.2025

Date

Rev. 11/01/2018

Rate Schedule STF
Agreement/Contract No.: 59804
Dated: September 26, 2025

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Memphis Light, Gas and Water Division, ("Customer").

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Maximum Contract Quantity(ies): 40,000 MMBtu per day – Winter
0 MMBtu per day – Summer

Term: This Agreement shall be effective beginning November 1, 2026 and shall continue in full force and effect through March 31, 2031.

At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

Exhibit A: Primary Point(s), Paths, if applicable

This Agreement shall be governed by and construed under the laws of the Commonwealth of Kentucky, excluding any provision which would direct the application of the laws of another jurisdiction.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC

Signature: _____ Date: _____

Name: _____ Title: _____

Memphis Light, Gas and Water Division

Signature: _____ Date: _____

Name: _____ Title: _____

Signature Page to STF Agreement No. 59804, dated September 26, 2025.

Rate Schedule STF
Between TEXAS GAS TRANSMISSION, LLC and Memphis Light Gas, and Water Division
Contract No: 59804

EXHIBIT A
Effective Date: November 1, 2026

PRIMARY POINTS

Delivery Point(s) Location/Name	Zone	Daily Firm Capacity MMBtu/day	
25994 / Weaver Road Aggregate	1	Winter – 40,000	Summer - 0

TOTAL PRIMARY DELIVERY POINT MDQ: 40,000

Line	Receipt Point(s) Location/Name	Zone	Daily Firm Capacity MMBtu/day	
Mainline	9430 / Gulf South Bosco	1	Winter – 40,000	Summer - 0

TOTAL PRIMARY RECEIPT POINT MDQ: 40,000

TRANSPORTATION PATH

Mainline Pipeline 10930 through Mainline Pipeline 11120

RESOLUTION SUMMARY

1. Description of Item

Resolution approving the execution of an amendment and extension to Contract No. 12313 between Memphis Light, Gas and Water Division and ANR Pipeline Company, in the amount of \$9,500,000.00 approximately.

2. Additional Information

This contract is an amendment and extension to our Firm Transportation Service (FTS-1) agreement. Contract volume is amended to remove 29,000 of summer pipe capacity and reducing the winter pipe capacity from 90,000 to 61,000. Removed and reduced volumes on the existing contract are being replaced on other pipelines for cost saving opportunities.

The contract term is for two years, effective November 1, 2026 and ending March 31, 2028.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Vice President, Gas and Water Engineering and Operations presented for consideration of the Board approval of Contract No. 12313 between Memphis Light, Gas and Water Division and ANR Pipeline Company, in the amount of \$9,500,000.00 approximately. This contract is an amendment and extension to our existing Firm Transportation Service (FTS-1) agreement. Contract volume is amended to remove 29,000 of summer pipe capacity and reducing winter capacity from 90,000 to 61,000. Removed and reduced volumes on the existing contract are being replaced on other pipelines for cost saving opportunities.

The contract term is for two years, effective November 1, 2026 and ending March 31, 2028.

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

THAT, Subject to the consent and approval of the City Council of the City of Memphis, Contract No. 12313 with ANR Pipeline Company, in the amount of \$9,500,000.00 is approved as outlined in the foregoing preamble; and further,

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners at its meeting held November 5, 2025, approved Contract No. 12313 between Memphis Light, Gas and Water Division and ANR Pipeline Company in the amount of \$9,500,000.00 approximately; and further,

WHEREAS, this contract will be for 61,000 MMBtu/day during the winter season. This contract is an amendment and extension to our existing Firm Transportation Service (FTS-1) agreement. Contract volume is amended to remove 29,000 of summer pipe capacity and reducing winter pipe capacity from 90,000 to 61,000. Removed and reduced volumes on the existing contract are being replaced on other pipelines for cost saving opportunities; and further,

WHEREAS, the contract term is for two years, effective November 1, 2026 and ending March 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that Contract No. 12313 with ANR Pipeline Company, in the amount of \$9,500,000.00 is approved and the President or his designated representative is authorized to execute the contract.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Rosser Board Meeting Date: 11/5/2025
 Procurement Contracts Specialist: _____ Purchase Order/Requisition Number: 12640
 Purchase Commodity: Natural Gas Pipeline Capacity
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Gas Portfolio Management / Hyung Lee / 901-528-4495 / hlee@mlgw.org	
Scope: Contract _____ Purchase _____ Other _____	Pipeline Capacity Contract This contract is for 2 years starting November 1, 2026 and ends March 31, 2028	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	Award	
Where will the work take place? (MLGW facility or jobsite, etc.)	N/A	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	Obtaining Pipeline Capacity to move natural gas from supply regions to Memphis customers.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP)	Does this item conflict with the City of Memphis Living Wage Ordinance? (Yes or No) No	Does this item include Supplier Diversity? (Yes or No) (If yes, please explain) No

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	9,500,000.00	\$ -	\$ 9,500,000.00
\$	114,047,000.00		
\$	-	\$ 114,047,000.00	
		\$ 114,047,000.00	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

General Division Expenses

0988888 Misc Accounting Transaction

Purchase Gas

Admin Expense

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.17.2025

Date

Rev. 11/01/2018

Date: October 9, 2025

Contract No.: 126418

Amendment No.: 2

FTS-1 SERVICE AGREEMENT

This AGREEMENT is entered into by ANR Pipeline Company (Transporter) and MEMPHIS LIGHT, GAS AND WATER DIVISION (Shipper).

WHEREAS, Shipper has requested Transporter to transport Gas on its behalf and Transporter represents that it is willing to transport Gas under the terms and conditions of this Agreement.

NOW, THEREFORE, Transporter and Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff constitute the Transportation Service to be provided and the rights and obligations of Shipper and Transporter.

1. AUTHORITY FOR TRANSPORTATION SERVICE:

Pursuant to Part 284 of the Federal Energy Regulatory Commission's (FERC or Commission) Regulations.

2. RATE SCHEDULE: Firm Transportation Service (FTS-1)

3. CONTRACT QUANTITIES:

Primary Routes - see Exhibit attached hereto.

Such Contract Quantities shall be reduced for scheduling purposes, but not for billing purposes, by the Contract Quantities that Shipper has released through Transporter's capacity release program for the period of any release.

If Transportation Service is to be provided at differing levels during the term of the Agreement, those quantities are set forth in the Primary Route Exhibit.

Date: October 9, 2025

Contract No.: 126418

Amendment No.: 2

4. TERM OF AGREEMENT:

April 1, 2026 to March 31, 2028

Right of First Refusal:

Not Applicable to this Agreement.

5. RATES:

Maximum rates, charges, and fees shall be applicable for the entitlements and quantities delivered pursuant to this Agreement unless Transporter and Shipper have agreed otherwise as provided herein.

It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission order. Nothing contained herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest changes in rates in whole or in part.

A. The rate for the Primary Route MDQ as listed in the attached Primary Route Exhibit and secondary receipts/deliveries as listed below shall be a Monthly Reservation Rate of \$15.1145 per dth and the applicable Commodity. This rate shall be inclusive of any other adjustments or surcharges under Transporter's Tariff, not to exceed the total of Transporter's Maximum Reservation, Commodity and applicable surcharge rates. In addition, Shipper shall be charged any applicable ACA, Transporter's Use (Fuel%), EPC (Electric Power Cost) and any other applicable governmental surcharges in accordance with Transporter's Tariff.

Date: October 9, 2025

Contract No.: 126418

Amendment No.: 2

Secondary Receipt(s): All ME 2 Receipts, Slaughters/TGT (48639) and Chrisney/MGT (138660)

Secondary Delivery(ies): Slaughters/TGT (48639) and Lebanon Hub (261345)

B. The mutually agreed upon rate for the use of any point not listed in Paragraph A above or as listed below shall be ANR's Maximum Applicable Reservation and Maximum Applicable Commodity Rates under this rate schedule. In addition, Shipper shall be charged ACA, Transporter's Use (Fuel %) and EPC Charge (Electric Power Cost) and any other fees or surcharges under Transporter's Tariff.

C. In addition, if one rate component which was at or below the applicable Maximum Rate at the time this discount agreement was executed subsequently exceeds the applicable Maximum Rate due to a change in Transporter's Maximum Rates so that such rate component must be adjusted downward to equal the new applicable Maximum Rate, then other rate components may be adjusted upward to achieve the agreed overall rate, as long as none of the resulting rate components exceeds the Maximum Rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission Order accepts revised tariff sheet rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates, which ultimately are found to be just and reasonable.

6. INCORPORATION BY REFERENCE:

The provisions of Transporter's applicable Rate Schedule and the General Terms and Conditions of Transporter's Tariff, are specifically incorporated herein by reference and made a part hereof.

7. NOTICES:

All notices can be given by telephone or other electronic means, however, such notice shall be confirmed in writing at the addresses below or through Transporter's Internet website. Shipper or Transporter may change the addresses below by written notice to the other without the necessity of amending this agreement:

Date: October 9, 2025

Contract No.: 126418

Amendment No.: 2

TRANSPORTER:

ANR Pipeline Company
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700
Attention: Commercial Operations

SHIPPER:

MEMPHIS LIGHT, GAS AND WATER DIVISION
220 SOUTH MAIN
MEMPHIS, TN 38103
Attention: HYUNG LEE
E-mail: HLEE@MLGW.ORG

INVOICES AND STATEMENTS:

MEMPHIS LIGHT, GAS AND WATER DIVISION
220 SOUTH MAIN
MEMPHIS, TN 38103
Attention: JEFF SISSOM
E-mail: jsissom@mlgw.org

Date: October 9, 2025

Contract No.: 126418

Amendment No.: 2

8. FURTHER AGREEMENT:

Pursuant to Section 6.11 of Transporter's Tariff, Transporter and Shipper have mutually agreed to receipt and/or delivery pressure commitment(s) as stipulated herein: For winter periods only, pressure guarantee of 650 PSIG, provided for volumes up to 61,000 dth/d.

9. SUPERSEDED AGREEMENTS:

As of April 1, 2026, the terms and conditions of this Amended and Restated Agreement No. 126418, represents the agreement between Transporter and Shipper in its entirety and upon becoming effective supersedes any prior agreements associated with service provide hereunder, including the agreement with the same contract numbers as this Agreement dated April 1, 2022.

Date: October 9, 2025

Contract No.: 126418

Amendment No.: 2

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized to be effective as of the date stated above.

SHIPPER: MEMPHIS LIGHT, GAS AND WATER DIVISION

By: _____

Title: _____

Date: _____

TRANSPORTER: ANR Pipeline Company

By: Carol Wehlmann

Title: Manager, USNG Contracts

Date: October 13, 2025

PRIMARY ROUTE EXHIBIT

To Agreement Between

ANR PIPELINE COMPANY (Transporter)

AND MEMPHIS LIGHT, GAS AND WATER

DIVISION (Shipper)

Contract No.: 126418

Rate Schedule: FTS-1

Contract Date: October 9, 2025

Amendment Date: April 1, 2026

<u>Begin Date</u>	<u>End Date</u>	<u>Demand Dth/day</u>	<u>Recurrence Interval</u>
4/1/2026	3/31/2028	61,000	11/1- 3/31
4/1/2026	3/31/2028	0	4/1-10/31

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Location No.</u>	<u>Location Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
4/1/2026	3/31/2028	103565	SE HEADSTATION	61,000	11/1- 3/31
4/1/2026	3/31/2028	103565	SE HEADSTATION	0	4/1- 10/31

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Location No.</u>	<u>Location Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>	<u>Recurrence Interval</u>
4/1/2026	3/31/2028	416969	COLLIERVILLE GATE	61,000	11/1- 3/31
4/1/2026	3/31/2028	416969	COLLIERVILLE GATE	0	4/1 - 10/31

RESOLUTION SUMMARY

1. Description of Item

Resolution approving the execution of an amendment and extension to Contract No. 12398 between Memphis Light, Gas and Water Division and Texas Gas Transmission, LLC, in the amount of \$70,000,000.00 approximately.

2. Additional Information

This contract will be for 201,225 MMBtu/day during the winter season and 52,558 MMBtu/day during the summer. This contract is an extension to our NNS (No-Notice Service) transportation agreement The contract term is for five years, effective November 1, 2026 and ending October 31, 2031.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Vice President, Gas and Water Engineering and Operations presented for consideration of the Board approval of Contract No. 12398 between Memphis Light, Gas and Water Division and Texas Gas Transmission, LLC in the amount of \$70,000,000.00 approximately. This contract will be for 201,225 MMBtu/day during the winter season and 52,558 MMBtu/day during the summer. This contract is an extension to our NNS (No-Notice Service) transportation agreement.

The contract term is for five years, effective November 1, 2026 and ending October 31, 2031.

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

THAT, Subject to the consent and approval of the City Council of the City of Memphis, Contract No. 12398 with Texas Gas Transmission, LLC in the amount of \$70,000,000.00 is approved as outlined in the foregoing preamble; and further,

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners at its meeting held November 5, 2025, approved Contract No. 12398 between Memphis Light, Gas and Water Division and Texas Gas Transmission, LLC in the amount of \$70,000,000.00 approximately; and further,

WHEREAS, this contract will be for 201,225 MMBtu/day during the winter season and 52,558 MMBtu/day for the summer. This contract is an extension to our NNS (No-Notice Service) transportation agreement; and further,

WHEREAS, the contract term is for five years, effective November 1, 2026 and ending October 31, 2031.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that Contract No. 12398 with Texas Gas Transmission, LLC in the amount of \$70,000,000.00 is approved and the President or his designated representative is authorized to execute the contract.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Chandrika Rosser Board Meeting Date: 11/5/2025
 Procurement Contracts Specialist: _____ Purchase Order/Requisition Number: 12398
 Purchase Commodity: Natural Gas Pipeline Capacity
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Gas Portfolio Management / Hyung Lee / 901-528-4495 / hlee@mlgw.org	
Scope: Contract _____ Purchase _____ Other _____	Pipeline Capacity Contract This contract is for 5 years starting November 1, 2026 and ends October 31, 2031	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	Award	
Where will the work take place? (MLGW facility or jobsite, etc.)	N/A	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	Obtaining Pipeline Capacity to move natural gas from supply regions to Memphis customers.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP)	Does this item conflict with the City of Memphis Living Wage Ordinance? (Yes or No) No	Does this item include Supplier Diversity? (Yes or No) (If yes, please explain) No

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	70,000,000.00	\$ -	\$ 70,000,000.00
\$	114,047,000.00		
\$	-	\$ 114,047,000.00	
		\$ 114,047,000.00	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

General Division Expenses

0988888 Misc Accounting Transaction

Purchase Gas

Admin Expense

Comments: Approval contingent upon the 2026 budget approval.

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.28.2025

Date

Rev. 11/01/2018



610 West 2nd Street
 P.O. Box 20008
 Owensboro, KY 42304-0008
 270/926-8686

Request No. 3764

October 27, 2025

Memphis Light, Gas and Water Division
 Hyung Lee
 220 S Main St
 Memphis, TN 38103-3917

Re: NNS Agreement No. 115 by and between
 Texas Gas Transmission, LLC ("Texas Gas") and
 Memphis Light, Gas and Water Division ("Customer")
 dated August 29, 2013 , as amended ("Superseding Agreement")

To Whom It May Concern:

Effective January 1, 2026, Texas Gas and Customer hereby desire to amend the Superseding Agreement between them as follows:

A. The Term paragraph(s) shall be deleted in its entirety and replaced with the following:

Term: This Agreement shall be effective beginning November 1, 2013 and shall continue in full force and effect through October 31, 2031.

At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Texas Gas' Tariff.

At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.

This Amendment shall be subject to all applicable governmental statutes and all applicable and lawful orders, rules, and regulations. Except as herein amended, the Superseding Agreement between the parties hereto (including any previous amendments) shall remain in full force and effect.

Best Regards,

Memphis Light, Gas and Water Division

Texas Gas Transmission, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date _____

Date _____

Request No. 6139

Rate Schedule NNS
 Agreement No.: 115
 Dated: August 29, 2013

This Agreement is entered into by and between Texas Gas Transmission, LLC, ("Texas Gas") and Memphis Light, Gas and Water Division, ("Customer"). This Agreement supersedes and replaces in its entirety that certain NNS Agreement by and between Texas Gas and Customer, dated November 1, 1993 (Agreement No. 115).

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Texas Gas FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Texas Gas' then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A".

Contract Demand(s):

Winter	201,225	MMBtu/D
Summer	52,558	MMBtu/D
Shoulder Month (April)	145,121	MMBtu/D
Shoulder Month (October)	174,098	MMBtu/D

Nominated Daily Quantity

Winter	56,343	MMBtu/D
Summer	52,558	MMBtu/D

Unnominated Daily Quantity

Winter	144,882	MMBtu/D
Shoulder Month (April)	72,440	MMBtu/D
Shoulder Month (October)	101,417	MMBtu/D

<u>Excess Unnominated Daily Quantity</u>	20,123	MMBtu/D
--	--------	---------

Seasonal Quantity Entitlement

Winter	14,303,073	MMBtu
Summer	5,452,132	MMBtu

<u>Unnominated Seasonal Quantity</u>	5,795,280	MMBtu
--------------------------------------	-----------	-------

Term: This Agreement shall be effective beginning November 1, 2013 and shall continue in full force and effect through October 31, 2018.

At the end of this Agreement, Customer shall be granted a contractual right of first refusal to be exercised in accordance with Texas Gas' Tariff.

At the end of such primary term, or any subsequent rollover term, this Agreement will rollover for a term of five years at the applicable maximum rate. Such rollover is automatic unless Customer notifies Texas Gas in writing at least one year in advance of the expiration of the primary term of this Agreement, or any subsequent rollover term, that it intends to exercise its right of first refusal or wishes to negotiate a different extension period.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

- Exhibit A, Primary Points
- Exhibit B, Supply Lateral Capacity
- Exhibit C, Contract Notice Address

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

Texas Gas Transmission, LLC

Signature:

[Handwritten Signature]

Date:

9/4/13

9/12/13

Name:

DAVID W MOSELEY

Title:

VP, Southern/Midwest Markets

Memphis Light, Gas and
Water Division

Signature:

[Handwritten Signature]

Date:

9/4/13

Name:

CHRISTOPHER G. BIEBER

VICE-PRESIDENT, CUSTOMER CARE

Signature Page to NNS Agreement No. 115, dated August 29, 2013

EXHIBIT A

PRIMARY POINT(S)
RECEIPT

AGREEMENT NO.: 115

EFFECTIVE DATE: November 1, 2013

Line	Receipt Point Meter No.	Receipt Point Meter Name	Zone	Daily Firm Capacity MMBtu/day	
				Winter	Summer
North Louisiana	2102	EasTrans-Champlin	1	9,451	11,413
	2632	Dubach	1	15,321	18,502
Southeast	2790	Henry-Hub	SL	31,459	37,990
	2845	Lake Pagie	SL	826	997
South	9003	Tennessee-Egan	SL	4,338	5,239
Southwest	9446	Lowry	SL	3,391	4,095
Mainline Pipeline	1600	Memphis Shipper Deduct	1	30,000	30,000
	8760	Gulf South-Lonewa	1	4,966	4,966
	9880	ANR - Eunice	SL	18,717	18,717

EXHIBIT A

PRIMARY POINT(S)
DELIVERY

AGREEMENT NO.: 115

EFFECTIVE DATE: November 1, 2013

Delivery Point Meter No.	Delivery Point Meter Name	Zone	MDP* (psig)
1600	Memphis Shipper Deduct, Shelby, TN	1	
	Airways, Shelby, TN		400
	Arlington, Shelby, TN		500
	Germantown, Shelby, TN		400
	Olive Branch Memphis Del, Shelby, TN		
	Outland Road, Shelby, TN		400
	Ridgeway Road, Shelby, TN		400
	TVA-Call in Volumes, Shelby, TN		
	Weaver Road, Shelby, TN		225

Transportation Path:

Mainline Pipeline 1 through Mainline Pipeline 12100

*Minimum Delivery Pressure

EXHIBIT B
SUPPLY LATERAL CAPACITY
AGREEMENT NO.: 115
EFFECTIVE DATE: November 1, 2013

<u>Supply Lateral</u>	<u>Capacity Rights (MmBtu/Day)</u>	
	<u>Winter</u>	<u>Summer</u>
<u>Zone 1 Supply Lateral(s)</u>		
North Louisiana:	<u>24,773</u>	<u>29,915</u>
Total Zone 1:	<u>24,773</u>	<u>29,915</u>
<u>Zone SL Supply Lateral(s)</u>		
East:	0	0
Southeast:	32,285	38,987
South:	4,338	5,239
Southwest:	3,391	4,095
West:	<u>0</u>	<u>0</u>
Total Zone SL:	<u>40,014</u>	<u>48,321</u>
Grand Total:	<u>64,787</u>	<u>78,236</u>

EXHIBIT C

AGREEMENT NO.: 115

EFFECTIVE DATE: November 1, 2013

Contract Notices:

Customer Correspondence:

Memphis Light, Gas and Water Division
220 S Main St
Memphis, TN 38103

Texas Gas Correspondence:

Texas Gas Transmission, LLC
610 W. Second Street
Owensboro, KY 42301

Attention: Contract Administration (Contractual matters)
 Commercial Accounting (Invoice matters)
 Customer Services (Scheduling and Allocation matters)

(270)926-8686



3800 Frederica Street
P.O. Box 20008
Owensboro, KY 42304-0008
270/926-8686

August 29, 2013

Mr. Walter Stevens
Memphis Light, Gas and Water Division
220 S Main St
Memphis, TN 38103-3917

Re: Discounted Rates Letter Agreement to
NNS Service Agreement No. 115
between TEXAS GAS TRANSMISSION, LLC and
MEMPHIS LIGHT, GAS AND WATER DIVISION
dated August 29, 2013

Dear Walter:

This Discounted Rates Letter Agreement ("Agreement") specifies additional terms and conditions applicable to the referenced Firm Service Agreement ("Contract") between Texas Gas Transmission, LLC ("Texas Gas") and Memphis Light, Gas and Water Division ("Customer"). This Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Agreement conflicts with the Contract, the language of this Agreement will control. In the event the language of this Agreement conflicts with Texas Gas' FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control.

1. Texas Gas shall provide primary firm service under the Agreement from Primary Receipt Point(s) to the Primary Delivery Point(s) listed in the attached Exhibit A. The rates charged for this service also shall be set forth in Exhibit A.

(a) The Contract Demand(s) for this Agreement shall be:

201,225 MMBtu per day – Winter (each November 1 – March 31)
52,558 MMBtu per day – Summer (each May 1-September 30)
145,121 MMBtu per day – April
174,098 MMBtu per day – October

(b) In addition to the rate(s) set forth in Exhibit A, Texas Gas shall charge and Customer shall pay all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff.

2. The rates in Exhibit A are applicable only for transportation service utilizing the Primary Point(s) specifically listed on Exhibit A, up to Customer's Contract Demand. The rates in Exhibit B are applicable only for transportation service utilizing the eligible secondary point(s) specifically listed on Exhibit B. If Customer utilizes any other receipt or delivery point, then the applicable maximum rate(s), including all other applicable charges Texas Gas is authorized to charge pursuant to its Tariff, shall apply unless the parties amend Exhibits A and/or B in writing, pursuant to the requirements of the Tariff and prior to nomination, to include such transportation service. If Customer or its Replacement Shipper(s) deliver gas to a point not listed on Exhibit A or B, Customer shall pay the maximum applicable rate for the quantity delivered to such point(s), up to Customer's Contract Demand.

3. This Agreement shall be effective beginning November 1, 2013 and shall continue in full force and effect through October 31, 2018.

4. All rates and services described in this Agreement are subject to the terms and conditions of Texas Gas' Tariff. Texas Gas shall have no obligation to make refunds to Customer unless the maximum rate ultimately established by the FERC for any service described herein is less than the rate paid by Customer under this Agreement. Texas Gas shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in the filed rates, charges, and services in Texas Gas' Tariff, including both the level and design of such rates, charges and services and the general terms and conditions therein.

5. Except as otherwise provided in the FERC's regulations, this Agreement may not be assigned without the express written consent of the other party. Any assignment shall be in accordance with the Tariff and FERC regulations. Such consent shall not be unreasonably withheld. Any assignment made in contravention of this paragraph shall be void at the option of the other party. If such consent is given, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

6. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, regulatory agency, or tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions, terms or conditions shall not in any way be affected or impaired thereby, and the term, condition, or provision which is held illegal or invalid shall be deemed modified to conform to such rule of law, but only for the period of time such order, rule, regulation, or law is in effect.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COMMONWEALTH OF KENTUCKY, EXCLUDING ANY PROVISION WHICH WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

If Customer agrees with the terms and conditions, please so indicate by signing the duplicate originals in the appropriate spaces provided below and returning the originals to Texas Gas.

Very Truly Yours,

TEXAS GAS TRANSMISSION, LLC

By: *David W. Moseley* *29* *9/12/13*

Name: DAVID W MOSELEY

Title: V.P., Southern/Midwest Markets

Date: 9/4/13

ACCEPTED AND AGREED TO this 4th day of September, 2013.

MEMPHIS LIGHT, GAS AND WATER DIVISION

By: *Bill Buller* *WS*

Name: CHRISTOPHER G. BIEBER
VICE-PRESIDENT, CUSTOMER CARE

Title: _____

Signature page to Discounted Rates Letter Agreement, Agreement No. 115, dated August 29, 2013.

Rate Schedule NNS
Agreement No.: 115
Discounted Rates Letter Agreement dated August 29, 2013

EXHIBIT A

Primary Receipt Point(s)

All effective primary receipt point(s) listed under the Contract.

Primary Delivery Point(s)

<u>Meter Name</u>	<u>Meter No.</u>	<u>Zone</u>
Memphis Shipper Deduct	1600	1

Rate(s)

The following rates shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

Demand: \$0.2550 per MMBtu/day

Commodity: Texas Gas' effective minimum commodity rate per MMBtu plus applicable surcharges and fuel retention

Rate Schedule NNS
Agreement No.: 115
Discounted Rates Letter Agreement dated August 29, 2013

EXHIBIT B

Eligible Secondary Receipt Point(s)

All secondary receipt points located in Texas Gas Rate Zone(s) SL and I

Eligible Secondary Delivery Point(s)

None

Rate(s)

The rates identified on Exhibit A shall be applicable to any transaction utilizing (i) a Primary Receipt Point(s) or Eligible Secondary Receipt Point(s); and (ii) a Primary Delivery Point(s) or Eligible Secondary Delivery Point(s).

RESOLUTION SUMMARY

- 1. Short title description – Contract No. 11292 - Cashiering System Replacement**
- 2. Funded Amount – \$159,497.24**
- 3. Award Duration – Scope Change, Renewal of iNovah, PCI PA-DASS, Oracle BS A/R and EMV (Europay, Mastercard, VISA) Third Party (January 1, 2026 through December 31, 2026) and Renewal of Creditron and Opex Software (May 1, 2026 through April 30, 2027).**
- 4. Type of Bid – Single Source**
- 5. Awarded to – System Innovators, Inc**
- 6. Plain Language Description – The integration of Creditron Software and Opex Hardware, along with the diligent maintenance of the iNovah cashiering system and other support systems, underscores a commitment to operational efficiency and customer satisfaction. By adopting these technologies and practices, MLGW community offices can ensure accurate, timely, and reliable processing of customer payments, fostering trust and confidence among their clientele.**
- 7. Impact – Ensuring that MLGW Customers’ mail payments are promptly processed and posted to the Customer Information system is essential for maintaining uninterrupted utility services, avoiding late fees, and sustaining customer trust. It promotes operational efficiency. Therefore, it is imperative to address any issues in the payment processing system promptly to prevent these adverse outcomes.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Renewal and Scope Change (*Change No. 25*) to Contract No. 11292, Cashiering System Replacement with System Innovators to renew and scope change the current contract in the funded amount of \$159,497.24.

The project scope is to upgrade the existing Cashiering System with new technology at all MLGW Community Offices as well as provide annual hardware, software maintenance, and support services. The contract award was selected using the Single Source procurement process.

This change is to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance, which covers Merchant Connect Multi software that interacts with our iNovah Cashiering system application to process card transactions. These components are required for the iNovah cashiering system to integrate with our Oracle Business Suite Accounts Receivable System and for vendor maintenance compliance with the Payment Card Industry Payment Application Data Security Standard when processing our customers' credit and debit card ATM payments. This compliance is to ensure that the Vendor is accepting, processing, storing, and transmitting our customers' card information in a secure environment.

This renewal is for the period covering January 1, 2026 through December 31, 2026 in the amount of \$96,827.12, which reflects a 4% increase in rates from the previous renewal. The increase is to offset labor costs and to pay for the development of new product features, regulatory updates, and ongoing product improvements. In addition, this change is to expand the scope of work to add

Professional Services for the design, development, coding, testing, and implementation of the requested modification described in the statement of work in the amount of \$9,000.00.

Additionally, this change is to renew annual hardware, software maintenance, and support services for the Creditron Software and Opex Hardware (Item Age Express) for the period covering May 1, 2026 through April 30, 2027 in the amount of \$53,670.12, which reflects a negotiated 4% increase in rates from the previous renewal term. The yearly increase is warranted to offset reasonable labor costs incurred by System Innovators to perpetuate the delivery of consistent and effective support. The total amount of this renewal and scope change is \$159,497.24.

MLGW requests continuous maintenance of the acquired systems, which can only be performed by System Innovators and an authorized third-party provider. This single source renewal and scope change complies with all applicable laws and policies. The new contract value is \$2,239,914.21.

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 Renewal and Scope Change (*Change No. 25*) to Contract No. 11292, Cashiering System Replacement with System Innovators to renew and scope change the current contract in the funded amount of \$159,497.24, as outlined in the above preamble, is approved; and further.

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting on November 5, 2025 approved Renewal and Scope Change (*Change No. 25*) to Contract No. 11292, Cashiering System Replacement with System Innovators to renew and scope change the current contract in the funded amount of \$159,497.24, and is now recommending to the Council of the City of Memphis that it approves said renewal and scope change as approved; and

WHEREAS, the project scope is to upgrade the existing Cashiering System with new technology at all MLGW Community Offices as well as provide annual hardware, software maintenance, and support services. The contract award was selected using the Single Source procurement process; and

WHEREAS, this change is to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance, which covers Merchant Connect Multi software that interacts with our iNovah Cashiering system application to process card transactions. These components are required for the iNovah cashiering system to integrate with our Oracle Business Suite Accounts Receivable System and for vendor maintenance compliance with the Payment Card Industry Payment Application Data Security Standard when processing our customers' credit and debit card ATM payments. This compliance is to ensure that the Vendor is accepting, processing, storing, and transmitting our customers' card information in a secure environment; and;

WHEREAS, this renewal is for the period covering January 1, 2026 through December 31, 2026 in the amount of \$96,827.12, which reflects a 4% increase in rates from the previous renewal. The increase is to offset labor costs and to pay for the development of new product features, regulatory updates, and ongoing product improvements. In addition, this change is to expand the scope of work to add Professional Services for the design, development, coding, testing, and implementation of the requested modification described in the statement of work in the amount of \$9,000.00; and

WHEREAS, additionally, this change is to renew annual hardware, software maintenance, and support services for the Creditron Software and Opex Hardware (Item Age Express) for the period covering May 1, 2026 through April 30, 2027 in the amount of \$53,670.12, which reflects a negotiated 4% increase in rates from the previous renewal term. The yearly increase is warranted to offset reasonable labor costs incurred by System Innovators to perpetuate the delivery of consistent and effective support. The total amount of this renewal and scope change is \$159,497.24; and

MLGW is requesting continuous maintenance of the acquired systems, which can only be performed by System Innovators and an authorized third-party provider. MLGW requests continuous maintenance of the acquired systems, which can only be performed by System Innovators and an authorized third-party provider. This single source renewal and scope change complies with all applicable laws and policies. The new contract value is \$2,039,914.21; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal and Scope Change (*Change No. 25*) to Contract No. 11292, Cashiering System Replacement with System Innovators to renew and scope change the current contract in the funded amount of \$159,497.24 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Rodney Cleek
 Procurement Contracts Specialist: TaShay Yates

Board Meeting Date: 11/5/2025
 Contract Number: 11292
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	320400/ Wayne Allen / 901-528-4662/ wallen@mlgw.org	
Scope: Contract ☒ Purchase _____ Other _____	The project scope is to upgrade the existing Cashiering system with new technology at MLGW Community offices as well as provide annual hardware, software maintenance, and support services.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	The change is to renew annual hardware, software maintenance, and support service for iNovah, PCI PA-DASS, Oracle BS A/R and EMV (Europay, Mastercard, VISA) Third Party maintenance for the period covering January 1, 2026 through December 31, 2026. The change is to renew annual hardware, software maintenance, and support services for Creditron and Opex Software (Item Age Express) for the period covering May 1, 2026 through April 30, 2027. In addition, this change is to expand the scope of work to add Professional Services for the design, development, coding, testing, and implementation of the requested modification described in the statement of work in the amount of \$9,000.00.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at MLGW facilities.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to continue maintenance for iNovah system.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Single Source		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	159,497.24	\$ 159,497.24	\$ -
\$	256,500.00		
\$	64,566.00		
		\$ 191,934.00	
		\$ 32,436.76	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

Paymnt Payroll Bnkg R2025

0331400 Payments Payroll and Banking

Contracted Svc-Other

Admin Expense

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

09.22.2025

Date

Rev. 11/01/2018

Contractor:

System Innovators, Inc.

11/5/2025

Contract Number: 11292

	Actions	Date	Amount
Original Award	Award	11/20/2008	\$225,000.00
Renewal (Change Order No. 1)	This change was to renew the maintenance and support services covering the period March 1, 2011 to February 29, 2012.	9/1/2011	\$32,742.00
Renewal (Change Order No. 2)	This change was to renew the maintenance and support services covering the period March 1, 2012 to February 28, 2013.	4/19/2012	\$33,724.26
Renewal (Change Order No. 3)	This change was to renew the maintenance and support services covering the period March 1, 2013 to February 28, 2014.	1/4/2013	\$53,165.00
Scope Change (Change Order No. 4)	This change was to modify the system to accept debit and credit card payments and the capability to distinguish between commercial and residential customer in the amount of \$5,000.00.	2/21/2013	\$5,000.00
Scope Change (Change Order No. 5)	This change was for additional capabilities to iNovah System for the purpose of mail payment processing, credit card acceptance at Point of Sale (POS), and Project Inspire requirements.	10/17/2013	\$320,876.00
Renewal (Change Order No. 6)	This change was to renew the maintenance and support services for the iNovah, Creditron, and Project Inspire covering the period March 1, 2014 to February 28, 2015.	2/20/2014	\$47,610.00
Scope Change, Renewal and Ratification (Change Order No. 7)	This change was to: 1) ratify the approval of and payment, after the fact, of the iNovah annual hardware and software maintenance and support services for the period March 1, 2015 through December 31, 2015 in the amount of \$36,994.00; 2) approve the annual renewal of iNovah hardware and software maintenance and support services for the period January 1, 2016 to December 31, 2016 in the amount of \$44,393.00; 3) approve the Creditron annual hardware and software maintenance and support services for the period May 1, 2015 through April 30, 2016 in the amount of \$38,821.00; 4) approve and increase the value of the contract to pay for the Creditron licenses and services previously approved in the amount of \$70,520.00; 5) approve the addition of interface capabilities to process commercial customer invoices in the iNovah Cashiering System as a result of the Oracle Project Implementation for the period June 1, 2015 through May 31, 2016 in the amount of \$2,750.00; 6) approve a change to convert credit card processors from Chase PaymenTech to First Data in the amount of \$25,640.00; and 7) add an additional \$35,000.00 to cover unexpected issues arising from the implementation of the multiple applications which integrate with the MLGW Cashiering System. The total amount of this ratification, change, renewal and authorization to pay for services maintenance and support was \$254,118.00.	9/2/2015	\$254,118.00

Ratification and Renewal (Change Order No. 8)	The change was to ratify and renew annual hardware and software maintenance and support services for Creditron/Opex (Item Age Express) for the period covering May 1, 2017 through April 30, 2018 in the funded amount of \$65,324.00.	6/7/2017	\$65,324.00
Scope Change (Change Order No. 9)	This change was to expand the scope of work to include the implementation of Europay, Mastercard, and Visa Chip Technology (EMV) in the funded amount of \$37,840.00. In addition, MLGW was to request the approval of contingency funds in the amount of \$17,160.00 in the event of unforeseen conditions, for a total funded amount of \$55,000.00. This change was needed to prevent fraud and will provide security for MLGW customers utilizing the EMV technology.	9/11/2017	\$55,000.00
Renewal (Change Order No. 10)	This change was to renew annual hardware and software maintenance and support services for Creditron and Opex software for the period covering May 1, 2018 through April 30, 2019 in the funded amount of \$42,745.00.	3/7/2018	\$42,745.00
Increase, Scope Change, Ratification and Renewal (Change Order No. 11)	This change was to: 1) ratify the approval of and payment, after the fact, for the iNovah, PCI PA-DSS, Oracle BS A/R annual hardware and software maintenance and support services for the period January 1, 2018 through December 31, 2018 in the amount of \$ 57,752.00; 2) approve the annual renewal of iNovah, PCI PA-DSS, Oracle BS A/R hardware and software maintenance and support services for the period January 1, 2019 to December 31, 2019 in the amount of \$61,795.00; and 3) increase the current contract value to purchase 550,000 additional iNovah licenses and software support in the amount of \$41,250.00. The need for additional licenses and support is required to maintain compliance. The total amount of this ratification, renewal, change, and payment authorization for services, maintenance, and support is \$160,797.00.	11/7/2018	\$160,797.00
Renewal (Change Order No. 12)	This change was to renew annual hardware and software maintenance and support services for Creditron Item Age Express Software and Hardware Support for the period covering May 1, 2019 through April 30, 2020.	3/20/2019	\$44,881.44
Renewal (Change Order No. 13)	This change was to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, and Oracle BS A/R for the period covering January 1, 2020 through	11/6/2019	\$89,148.80
Renewal (Change Order No. 14)	The change was to renew annual hardware and software maintenance and support services for Creditron Item Age Express Software and Hardware Support for the period covering May 1, 2020 through April 30, 2021.	3/18/2020	\$45,806.03
Renewal (Change Order No. 15)	This change was to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, and Oracle BS A/R for the period covering January 1, 2021 through December 31, 2021 in the amount of \$75,032.20, which reflects a 2.99% increase in rates from the previous renewal, which will be absorbed in the current contract value.	11/18/2020	\$0.00
Renewal (Change Order No. 16)	This change was to renew annual hardware, software maintenance and support services for the Creditron Software, Opex Software and Hardware Support (Item Age Express) in the amount of \$45,806.03 for the period covering May 1, 2021 through April 30, 2022, with no increase in rates from the previous renewal term.	3/3/2021	\$45,806.03

Renewal (Change Order No. 17)	This change was to renew annual hardware, software maintenance and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance for the period covering January 1, 2022 through December 31, 2022 in the amount of \$80,716.69, which reflects a 4% increase in rates from the previous renewal.	9/15/2021	\$80,716.69
Renewal (Change Order No. 18)	This change was to renew annual hardware, software maintenance and support services for the Creditron Software, Opex Software and Hardware Support (Item Age Express) in the amount of \$45,806.03 for the period covering May 1, 2022 through April 30, 2023, with no increase in rates from the previous renewal term.	3/2/2022	\$45,806.03
Renewal (Change Order No. 19)	This change was to renew annual hardware, software maintenance and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance for the period covering January 1, 2023 through December 31, 2023 in the amount of \$83,945.36, which reflects a 4% increase in rates from the previous renewal.	11/2/2022	\$83,945.36
Renewal (Change Order No. 20)	This change was to renew annual hardware, software maintenance and support services for the Creditron Software, Opex Software and Hardware Support (Item Age Express) in the amount of \$49,471.24 for the period covering May 1, 2023 through April 30, 2024, which reflects an 8% increase in rates from the previous renewal term.	1/18/2023	\$49,471.24
Renewal (Change Order No. 21)	This change was to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance for the period covering January 1, 2024 through December 31, 2024 in the amount of \$87,303.17, which reflected a 4% increase in rates from the previous renewal.	11/1/2023	\$87,303.17
Renewal (Change Order No. 22)	This change was to renew annual hardware, software maintenance, and support services for the Creditron Software and Opex Hardware (Item Age Express) for the period covering May 1, 2024 through April 30, 2025 in the amount of \$51,034.61, which reflected a negotiated 3.16% increase in rates from the previous renewal term.	2/7/2024	\$51,034.61
Renewal and Change (Change Order No. 23)	This change was to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party maintenance for the period covering January 1, 2025 through December 31, 2025 in the amount of \$93,195.31, which reflects a 4% increase in rates from the previous renewal and a device management fee. The increase is to offset labor costs and to pay for the development of new product features, regulatory updates, and ongoing product improvements. In addition, this change is to add the following products to the contract: 50 PAX A80 EMV devices and 50 PAX A80 Swivel & Tilt stands which are credit/debit card pin pads and hardware required for the software upgrade of existing iNovah cashiering system at MLGW Community Offices in the amount of \$14,125.00. The total amount of this renewal and change is \$107,320.31.	11/6/2024	\$107,320.31

Renewal (Change Order No. 24)	This change was to renew annual hardware, software maintenance, and support services for the Creditron Software and Opex Hardware (Item Age Express) for the period covering May 1, 2025 through April 30, 2026 in the amount of \$53,076.00 which reflected a negotiated 4% increase in rates from the previous renewal term. The yearly increase is warranted to offset reasonable labor costs incurred by System Innovators to perpetuate the delivery of consistent and effective support.	3/5/2025	\$53,076.00
Current Contract Amount			\$2,080,416.97
Amount Paid to Date as of 10.08.2025			\$2,078,916.21
Current Contract Balance			\$1,500.76
Renewal and Scope Change (Change No. 25)	<i>This change is to renew annual hardware, software maintenance, and support services for iNovah, PCI PA-DSS, Oracle BS A/R, and EMV (Europay, MasterCard, VISA) Third Party for the period covering January 1, 2026 through December 31, 2026 in the amount of \$96,827.12, which reflects a 4% increase in rates from the previous renewal. The increase is to offset labor costs and to pay for the development of new product features, regulatory updates, and ongoing product improvements. In addition, this change is to expand the scope of work to add Professional Services for the design, development, coding, testing, and implementation of the requested modification described in the statement of work in the amount of \$9,000.00. Additionally, this change is to renew annual hardware, software maintenance, and support services for the Creditron Software and Opex Hardware (Item Age Express) for the period covering May 1, 2026 through April 30, 2027 in the amount of \$53,670.12, which reflects a negotiated 4% increase in rates from the previous renewal term. The yearly increase is warranted to offset reasonable labor costs incurred by System Innovators to perpetuate the delivery of consistent and effective support. The total amount of this renewal and scope change is \$159,497.24.</i>	11/5/2025	\$159,497.24
Available Balance			\$160,998.00
Cumulative Contract Value			\$2,239,914.21

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION CONTRACT CHANGE NO. 25
 CITY OF MEMPHIS DATE OF CHANGE NOVEMBER 5, 2025
 CONTRACT NUMBER 11292 SHEET 1 OF 15

TO: MS. KIM SOBKOWICH

SYSTEM INNOVATORS

9000 SOUTHSIDE BOULEVARD BUILDING 700, SUITE 7200

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 UPGRADE THE EXISTING CASHIERING SYSTEM WITH NEW TECHNOLOGY AT ALL MLGW COMMUNITY OFFICES AS WELL AS PROVIDE ANNUAL HARDWARE, SOFTWARE MAINTENANCE, AND SUPPORT SERVICES. THE CONTRACT AWARD WAS SELECTED USING THE SINGLE SOURCE PROCUREMENT PROCESS.

THIS CHANGE IS TO RENEW ANNUAL HARDWARE, SOFTWARE MAINTENANCE, AND SUPPORT SERVICES FOR INOVAH, PCI PA-DSS, ORACLE BS A/R, AND EMV (EUROPAY, MASTERCARD, VISA) THIRD PARTY MAINTENANCE, WHICH COVERS MERCHANT CONNECT MULTI SOFTWARE THAT INTERACTS WITH OUR INOVAH CASHIERING SYSTEM APPLICATION TO PROCESS CARD TRANSACTIONS. THESE COMPONENTS ARE REQUIRED FOR THE INOVAH CASHIERING SYSTEM TO INTEGRATE WITH OUR ORACLE BUSINESS SUITE ACCOUNTS RECEIVABLE SYSTEM AND FOR VENDOR MAINTENANCE COMPLIANCE WITH THE PAYMENT CARD INDUSTRY PAYMENT APPLICATION DATA SECURITY STANDARD WHEN PROCESSING OUR CUSTOMERS' CREDIT AND DEBIT CARD ATM PAYMENTS. THIS COMPLIANCE IS TO ENSURE THAT THE VENDOR IS ACCEPTING, PROCESSING, STORING, AND TRANSMITTING OUR CUSTOMERS' CARD INFORMATION IN A SECURE ENVIRONMENT.

THIS RENEWAL IS FOR THE PERIOD COVERING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN THE AMOUNT OF \$96,827.12, WHICH REFLECTS A 4% INCREASE IN RATES FROM THE PREVIOUS RENEWAL. THE INCREASE IS TO OFFSET LABOR COSTS AND TO PAY FOR THE DEVELOPMENT OF NEW PRODUCT FEATURES, REGULATORY UPDATES, AND ONGOING PRODUCT IMPROVEMENTS. IN ADDITION, THIS CHANGE IS TO EXPAND THE SCOPE OF WORK TO ADD PROFESSIONAL SERVICES FOR THE DESIGN, DEVELOPMENT,

CODING, TESTING, AND IMPLEMENTATION OF THE REQUESTED MODIFICATION DESCRIBED IN THE STATEMENT OF WORK IN THE AMOUNT OF \$9,000.00.

ADDITIONALLY, THIS CHANGE IS TO RENEW ANNUAL HARDWARE, SOFTWARE MAINTENANCE, AND SUPPORT SERVICES FOR THE CREDITRON SOFTWARE AND OPEX HARDWARE (ITEM AGE EXPRESS) FOR THE PERIOD COVERING MAY 1, 2026 THROUGH APRIL 30, 2027 IN THE AMOUNT OF \$53,670.12, WHICH REFLECTS A NEGOTIATED 4% INCREASE IN RATES FROM THE PREVIOUS RENEWAL TERM. THE YEARLY INCREASE IS WARRANTED TO OFFSET REASONABLE LABOR COSTS INCURRED BY SYSTEM INNOVATORS TO PERPETUATE THE DELIVERY OF CONSISTENT AND EFFECTIVE SUPPORT. THE TOTAL AMOUNT OF THIS RENEWAL AND SCOPE CHANGE IS \$159,497.24.

MLGW IS REQUESTING CONTINUOUS MAINTENANCE OF THE ACQUIRED SYSTEMS, WHICH CAN ONLY BE PERFORMED BY SYSTEM INNOVATORS AND AN AUTHORIZED THIRD-PARTY PROVIDER. THIS SINGLE SOURCE RENEWAL AND SCOPE CHANGE COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$2,239,914.21.

Contract Amount	\$2,080,416.97
Change Amount	<u>\$ 159,497.24-</u> <u>Renewal and Scope Change (Change No. 25)</u>
Total Contract Amount	\$2,239,914.21

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT

DATE

September 17, 2025

Memphis Light, Gas and Water
Attn: Wayne Allen
220 South Main Street
Memphis, TN 38103

RE: Contract No. 11292 iNovah License and Renewal

Dear Wayne,

Your iNovah support with MLGW is due to expire December 31, 2025. Enclosed is your support renewal quote for the term January 1, 2026 through December 31, 2026.

Please process this renewal for approval to avoid any delays in coverage.

Thank you,
Kim Sobkowich

Kim Sobkowich 9/17/2025
Maintenance Account Manager

Reviewed and Approved by
Wayne Allen
Mgr. of Payments, Payroll, Banking
09/19/2025

REMIT TO: System Innovators, a division of N. Harris Computer Corporation
 PO Box 74007259
 Chicago, IL 60674-7259

DATE: 9/18/2025

Notice of Support Pricing

BILL TO: Accounts Payable
 Memphis Light Gas and Water
 Attn: Contract Management Department
 PO Box 430
 Memphis, TN 38101-0430
 Contract # 11292
 PO

Email:

wallen@mlgw.org
hslakans@mlgw.org
trankin@mlgw.org

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>Software Support</u>			
<u>Term: 1/01/2026-12/31/2026</u>			
		<u>YEAR</u>	
1	iNovah- SWS (1,500,000)	\$ 70,576.45	\$ 70,576.45
1	Additional Licenses SWS (550,000)	\$ 10,752.05	\$ 10,752.05
1	PCI PA-DSS - SWS	\$ 5,261.34	\$ 5,261.34
1	Oracle BS A/R - SWS	\$ 4,698.32	\$ 4,698.32
<u>EMV TBF</u>			
<u>Term: 1/01/2026-12/31/2026</u>			
1	EMV PayConex	\$ 3,138.96	\$ 3,138.96
480	P2PE Device Management fee (40 devices per month)	\$ 5.00	\$ 2,400.00

NOTE: System Innovators will conduct receipt license audits on an annual basis.
 Your current annual receipt license with additional purchase = "2,050,000" receipts.

\$ 96,827.12

Please Note: Pricing does not include taxes. If our corporate office does not have a tax exempt certificate on file the actual total will include taxes.

Name: _____ PO: _____
 Signature: _____
 Email for Invoice: _____

Kim Sobkowich 9/17/2025

Wayne Allen
 Mgr. of Payments, Payroll, Banking
 09/19/2025

September 19, 2025

Memphis Light, Gas and Water
Attn: Wayne Allen
220 South Main Street
Memphis, TN 38103

RE: Contract No. 11292 Creditron/Opex Item Age Software/Hardware Maintenance Renewal

Dear Wayne,

The Creditron/Opex Item Age Express Software and Hardware Support will expire April 30, 2026 with MLGW. This letter is to confirm renewal of the Creditron Item Age Express Software and Hardware Support. The renewal term is May 1, 2026 to April 30, 2027 in the amount of \$53,670.12 and will be invoiced in February unless we receive 90 days' notice of non-renewal in writing.

Please process this renewal for approval to avoid delays in coverage.

Thank you,
Kim Sobkowich

Kim Sobkowich

9/19/2025

Maintenance Account Manager

Reviewed and Approved by:
Wayne Allen
Payments, Payroll, Banking
09/19/2025

REMIT TO: System Innovators, a division of N. Harris Computer Corporation
 PO Box 74007259
 Chicago, IL 60674-7259

DATE: 9/18/2025

Notice of Support Pricing

BILL TO: Accounts Payable
 Memphis Light Gas and Water
 Attn: Contract Management Department
 PO Box 430
 Memphis, TN 38101-0430
 Contract # 11292
PO

Email: Kbrassfield@mlgw.org
dwatts@mlgw.org
wallen@mlgw.org

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	<u>Third Party Maintenance Support</u>		
		YEAR	
1	Additional Service-Creditron Item Age Express Item Age Software/Hardware Maintenance Renewal Term: 5/01/2026-4/30/2027	53,670.12 \$	53,670.12

***90 Day Advanced Cancellation is Required.**

Total \$ 53,670.12

Please Note: Pricing does not include taxes. If our corporate office does not have a tax exempt certificate on file the actual total will include taxes.

Name: _____ PO: _____

Signature: _____

Email for Invoice: _____

Kim Sobkowich 9/18/2025

Wayne Allen
 Mgr. of Payments, Payroll, Banking
 09/19/2025



Additional Service Request

Memphis Light, Gas & Water

Deal # 33180545858

06-24-25

Memphis Light, Gas & Water - Interface Modification to Include Account Balance for Non-BUR Accounts

This additional service request is an addendum to the existing agreement between Memphis Light, Gas & Water ("Organization") and System Innovators, a Division of N. Harris Computer Corporation.

Component	QTY	Price (USD)	Discount	Subtotal
Professional Services				
Professional Services	1	\$9,000.00	\$0.00	\$9,000.00

Subtotal **\$9,000.00**

Discount **\$0.00**

Total* (USD) \$9,000.00

* Price calculated without tax. The Organization is responsible for paying any applicable tax or providing the necessary tax exception documentation.

Reviewed and Approved by
Wayne Allen
Mgr. of Payments, Payroll, Banking
09/19/2025

Payment Schedule

This schedule represents the fixed-price professional services investment for the design, development, coding, testing, and implementation of the requested modification described in the Statement of Work. This investment will be paid in installments based on the milestones identified in the following payment schedule.

Payment Number	Milestones	Payment Amount
1	50% of Professional Services due on contract execution	\$4,500.00
2	50% of Professional Services due on software installed in the Organization's Test Environment	\$4,500.00

Payment Milestone Total* \$9,000.00

* Payment Milestone amounts do not include tax. The Organization is responsible for paying any applicable tax or providing the necessary tax exception documentation.

Signature Block

By signing below, Organization authorizes System Innovators to proceed with the efforts necessary to perform this work.

This offer expires 90 days from 6/24/25

Memphis Light, Gas & Water

by its duly authorized representative:

Maria Armstrong

Maria Armstrong (Jul 11, 2025 13:48 CD)

Maria Armstrong

System Innovators,

by its duly authorized representative:

Matt Winter

Sr Account Executive

Wayne Allen

Wayne Allen (Jul 11, 2025 13:59 CDT)

Mgr. of Payments, Payroll, Banking

Change Specification: MEM70 - Oracle UWPQUERY and UWPLOOKUP
Interface Modification



Integration Specification	
Client	@Memphis Light, Gas & Water
Interface	Oracle Query

Revision History

Details			
Date	Revision	Who	Change
2025.08.25	1.0	Jason Crawford	Initial Document

Scope of Document

Only changes will be identified in this document. If available, the Integration Specification should be updated.

Source

This request came via an ASR from the System Innovators sales team.

Requested Change Requirements

Current State

MLGW has previously removed the account balance field from their receipt due to an internal issue with providing the correct information on the receipts for their citizens.

Requested State

MLGW has corrected the issue by adding logic to their stored procedures that will display specific information in a new field in the UWPQUERY (Inquiry) and UWPLOOKUP (Lookup) responses based on varying customer account status. MLGW has requested that this field be mapped in their interface so that it can be added to the receipt form.

General Requirements

Functional Requirement	Technical requirement
MLGW is adding a new field to their existing stored procedures labeled "p_receipt_message". This field will be mapped to three custom fields in order to accommodate printing multiple line messages to the receipt.	Custom: Multi-Line Receipt wrapping
This change will be applied to the interface for both the UWPQUERY and the UWPLOOKUP stored procedures.	The change specification will apply to: • Payment Inquiry • Payment Lookup
A copy of the UWPQUERY has been provided, and MLGW states that both the UWPQUERY and UWPLOOKUP procedures will be identical.	 Change Request: Oracle - Banner CIS

Payment Lookup

UWPLOOKUP

Response

Field Mapping

Host			iNovah				
Field Name	Data Type	Length	Table	Column Name	Data Type	Field Length	Comments

p_receipt_message	N/A	N/A	X_PaymentCustom	CF_UWP_ReceiptMessage1	Text	41 *	Custom: Multi-Line Receipt wrapping
			X_PaymentCustom	CF_UWP_ReceiptMessage2			
			X_PaymentCustom	CF_UWP_ReceiptMessage3			

*Field length can be adjusted by development to better serve solution for accommodating **Multi-Line Receipt wrapping** customization.

Error Messages

iNovah Default Error Messaging

Condition	Message
N/A	N/A

Additional/Custom Messaging

Condition	Message
N/A	N/A

Payment Inquiry

UWPQUERY

Response

Field Mapping

Host			iNovah				
Field Name	Data Type	Length	Table	Column Name	Data	Field Length	Comments

					Type		
p_receipt_message	N/A	N/A	X_PaymentCustom	CF_UWP_ReceiptMessage1	Text	41 *	Custom: Multi-Line Receipt wrapping
			X_PaymentCustom	CF_UWP_ReceiptMessage2			
			X_PaymentCustom	CF_UWP_ReceiptMessage3			

*Field length can be adjusted by development to better serve solution for accommodating **Multi-Line Receipt wrapping** customization.

Error Messages

iNovah Default Error Messaging

Condition	Message
N/A	N/A

Additional/Custom Messaging

Condition	Message
N/A	N/A

Customizations

Customization(s) specific to this Change Specification.

- SI Development will design final solution for each customization. This specification will be updated as needed after delivery of code.

Multi-Line Receipt wrapping

MLGW is adding logic to the stored procedures that will store the following messages to the “p_receipt_message” field depending on various situations.

The messages below are the message that could return in the “p_receipt_message”:

1. “You have pending social agency funds, and your bill is under review. Please speak with a credit counselor.”
2. “You have pending social agency funds. Please speak with a credit counselor to get an accurate account balance.”
3. “Your bill is under review. Please speak with a credit counselor”
4. “The remaining Balance is <Account Balance>”
5. “Your account is paid in full.”

Due to limitations on receipt widths, these messages may need to be broken into separate fields that will be mapped to the receipt form as separate lines.

The customization should accommodate any supported receipt printer limitations.

Out of Scope

Only items mentioned in this Integration Specification are in scope. List of Out of Scope Items for this Change Specification include everything not mentioned in the above sections, plus the following:

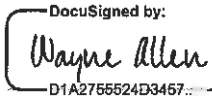
N/A

Sign Off

Customer Signature

Customer Print

Date

DocuSigned by:

 D1A2755524D3467...

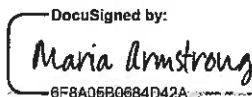
Wayne Allen

9/3/2025

Customer Signature

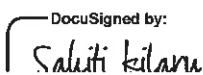
Customer Print

Date

DocuSigned by:

 6F8A05B0684D42A...

Maria Armstrong

9/3/2025

DocuSigned by:


Sahiti Kilari

9/3/2025

Technical Change(s)

Technical information complete by System Innovators Development regarding the Change Specification

Will update as needed after development

Appendix A - Configuration

Will update as needed after development

Appendix B - Config Files

Will update as needed after development

09/17/2025

Memphis Light Gas and Water
Attn: Wayne Allen
PO Box 430
Memphis, TN 38101-0430

Subject: Software Support Maintenance Renewal

In order to deliver world class support in the manner expected by System Innovators and by our clients, we employ highly skilled resources to deliver these technical support services and client specific software customizations. The yearly increase is warranted to offset reasonable labor costs incurred by System Innovators to perpetuate the delivery of consistent and effective support. Although we occasionally charge for client customizations, more often than not we cover those development changes under your yearly software maintenance.

Software maintenance fees also pay for the development of new product features, regulatory updates (e.g. maintaining PA-DSS / PCI Certification), and ongoing product improvements. Year in and year out we invest over 2000 man hours in development/quality assurance to enhance and test the System Innovators suite of products. Many of these enhancements/improvements that we deliver are based on the feedback from valued clients such as yourself.

Thank you for your business. You are a valued client of System Innovators.

Warm Regards,

Kim Sobkowich

Kim Sobkowich 9/19/2025

Maintenance Account Manager

Wayne Allen
Mgr. of Payments, Payroll, Banking
09/19/2025

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12650 (*formerly Contract No. C2819*)- FlexDeploy Automatic Code Migration for EBS/APEX**
- 2. Requested Funding – \$197,760.00**
- 3. Award Duration – Extension (December 26, 2025 through December 26, 2028)**
- 4. Type of Bid – Single Source**
- 5. Awarded To – Flexagon, LLC**
- 6. Plain Language Description – FlexDeploy moves Oracle changes automatically without the need for manual intervention, which speeds up time to deliver value added improvements.**
- 7. Impact – Manual code migrations for EBS are subject to errors and delayed delivery of needed improvements.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Extension (*Change No. 1*) to Contract No. 12650 (*formerly Contract No. C2819*), FlexDeploy Automatic Code Migration for EBS/APEX with Flexagon, LLC to extend the current contract in the funded amount of \$197,760.00.

The project scope is to furnish all supervision, labor, transportation, equipment and material to automate the migration and deployment of Oracle EBS/APEX custom code objects. The contract award was selected using the Single Source procurement process.

This change is to extend the current contract for an additional three (3) years for the period covering December 26, 2025 through December 25, 2028 in the amount of \$197,760.00, with a 3% increase for only year one (1) due to an increase in the number of user licenses from 10 to 40. This extension complies with all applicable laws and policies. The new contract value is \$280,760.00.

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 Extension (*Change No. 1*) to Contract No. 12650 (*formerly Contract No. C2819*), FlexDeploy Automatic Code Migration for EBS/APEX with Flexagon, LLC to extend the current contract in the funded amount of \$197,760.00, as outlined in the above preamble, is approved; and further

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved Extension (*Change No. 1*) to Contract No. 12650 (*formerly Contract No. C2819*), FlexDeploy Automatic Code Migration for EBS/APEX with Flexagon, LLC to extend the current contract in the funded amount of \$197,760.00, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to furnish all supervision, labor, transportation, equipment and material to automate the migration and deployment of Oracle EBS/APEX custom code objects. The contract award was selected using the Single Source procurement process; and

WHEREAS, this change is to extend the current contract for an additional three (3) years for the period covering December 26, 2025 through December 25, 2028 in the amount of \$197,760.00, with a 3% increase for only year one (1) due to an increase in the number of user licenses from 10 to 40. This extension complies with all applicable laws and policies. The new contract value is \$280,760.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Extension (*Change No. 1*) to Contract No. 12650 (*formerly Contract No. C2819*), FlexDeploy Automatic Code Migration for EBS/APEX with Flexagon, LLC to extend the current contract in the funded amount of \$197,760.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Board Meeting Date: 11/5/2025
 12650 (formerly Contract No. C2819)
 Contract Number: _____
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Expenditure Org Executive: Lashell Vaughn
 Procurement Contracts Specialist: Jessica Payne

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	0351300 Enterprise Resource Planning and GIS / Arnisa Davis / 901-833-8028 / adavis@mlgw.org	
Scope: Contract ☒ Purchase _____ Other _____	The project scope is to furnish all supervision, labor, transportation, equipment and material to automate the migration and deployment of Oracle EBS/APEX custom code objects.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This change is to extend the current contract for an additional three (3) years for the period covering December 26, 2025 through December 25, 2028.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The application will be used by MGLW employees working on the Oracle EBS application.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to continue to use the application for an additional three (3) years.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Single Source		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

Total	In 2025 Budget Year	After Budget Year
\$ 197,760.00	\$ -	\$ 197,760.00
\$ -		
\$ 123,599.13	\$ (123,599.13)	
	\$ (123,599.13)	

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

☒ O&M☐ Capital

Project ERP Procurement SCM EAM
 Expenditure Organization 0351330 ERP Procurement SCM and EA
 Expenditure Type IS Other
 Task Admin Expense

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

09.18.2025

Date

Rev. 11/01/2018

Contractor: Flexagon, LLC
Contract Number: 12650 (*formerly Contract No. C2819*)
 11/5/2025

Actions		Date	Amount
Original Award	Award	12/26/2024	\$83,000.00
Amount Paid to Date as of 10.10.25			\$83,000.00
Current Contract Balance			\$0.00
Extension (Change Order No. 1)	<i>This change is to extend the current contract for an additional three (3) years for the period covering December 26, 2025 through December 25, 2028 in the amount of \$197,760.00, with a 3% increase for only year one (1) due to an increase in the number of user licenses from 10 to 40.</i>	10/15/2025	\$197,760.00
Available Balance			\$197,760.00
Cumulative Contract Value			\$280,760.00

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION
 CITY OF MEMPHIS
 CONTRACT NUMBER 12650
(formerly Contract No. C2819)

CONTRACT CHANGE NO. 1
 DATE OF CHANGE NOVEMBER 5, 2025
 SHEET 1 OF 5

TO: MICHELLE HENEY

FLEXAGON, LLC

3040 ALLIED STREET

GREEN BAY, WI 54304

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. 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, EQUIPMENT AND MATERIAL TO AUTOMATE THE MIGRATION AND DEPLOYMENT OF ORACLE EBS/APEX CUSTOM CODE OBJECTS. THE CONTRACT AWARD WAS SELECTED USING THE SINGLE SOURCE PROCUREMENT PROCESS.

THIS CHANGE IS TO EXTEND THE CURRENT CONTRACT FOR AN ADDITIONAL THREE (3) YEARS FOR THE PERIOD COVERING DECEMBER 26, 2025 THROUGH DECEMBER 25, 2028 IN THE AMOUNT OF \$197,760.00, WITH A 3% INCREASE FOR ONLY YEAR ONE (1) DUE TO AN INCREASE IN THE NUMBER OF USER LICENSES FROM 10 TO 40. THIS EXTENSION COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$280,760.00.

Contract Amount	\$ 83,000.00
Change Amount	<u>\$197,760.00</u> —Extension (<i>Change No. 1</i>)
Total Contract Amount	\$280,760.00

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

 APPROVED BY THE PRESIDENT

 DATE



3040 Allied St Green Bay, WI 54304
www.flexagon.com | info@flexagon.com
(800) 410-1321

Michelle Heney
Finance Specialist
Flexagon, LLC
Michelle.heney@flexagon.com
(920) 265-8955

August 5, 2025

To:

Eleazar Kirby
Computer Software Specialist
Memphis Light, Gas, and Water
220 S. Main Street
Memphis, TN 38103
Subject: Confirmation of Contract Extension

Dear Eleazar Kirby,

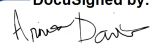
This letter serves as formal confirmation that Flexagon agrees to the extension of the current license agreement with Memphis Light, Gas, and Water (MLGW) for a period of three (3) years, effective upon the renewal date.

Flexagon is pleased to continue our partnership with MLGW, and we look forward to supporting your team's ongoing success with the FlexDeploy DevOps platform.

Please don't hesitate to reach out if you require any additional documentation or information.

Sincerely,


Michelle Heney
Flexagon, LLC

DocuSigned by:

FCAD505D74AE4AE...

8/5/2025

Arnisa Davis

Manager of ERP & GIS



Memphis Light, Gas and Water - FlexDeploy License Renewal

Memphis Light, Gas and Water

220 S Main St
Memphis, TN 38103
United States

Eli Kirby
ekirby@mlgw.org
9017298320

Reference: 20250520-120458152
Quote created: May 20, 2025
Quote expires: December 25, 2025
Quote created by: Michelle Heney
Finance Specialist
michelle.heney@flexagon.com

Comments from Michelle Heney

The current FlexDeploy license will be ending on 12/25/2025. Please review the 3 year renewal quote below and let me know if you have any questions.

Products & Services

Item & Description	Quantity	Unit Price	Total
2025 Customer Managed Platform - 40 Users FlexDeploy Customer Managed Platform software with 40 users, support, maintenance, and two FlexDeploy installs. It includes base features, plugins, and integrations.	1	\$38,000.00 / year	\$38,000.00 / year for 3 years
Oracle APEX and Database Pack Technology Automation Plugins for Oracle APEX, ORDS, and Database	1	\$8,000.00 / year	\$8,000.00 / year for 3 years
Oracle E-Business Suite Technology Pack Technology Automation Plugin for Oracle eBusiness Suite	1	\$18,000.00 / year	\$18,000.00 / year for 3 years
Annual Increase	1	\$1,920.00 / year	\$1,920.00 / year for 3 years

Annual subtotal

\$65,920.00

Total

\$65,920.00

Total contract value

\$197,760.00

Purchase terms

- Pricing is USD and includes software, support, and maintenance.
- Payment terms: Net 30
- Quoted License subscription term is **3 years: 12/26/2025 - 12/25/2028**
- Multi-Year Option for 3 years with the price holding for Year 2 and Year 3. Can be invoiced annually at \$65,920 per year.
 - Year 1 of 3: 12/26/2025 - 12/25/2026 = \$65,920
 - Year 2 of 3: 12/26/2026 - 12/25/2027 = \$65,920
 - Year 3 of 3: 12/26/2027 - 12/25/2028 = \$65,920
- Taxes not included, will be included as applicable when invoicing.
- Renewal license subscription fees will be the current fees plus 3%.
- **“Users”** means Client’s employees, agents and independent contractors that use the Software for Client’s internal business purposes and includes anyone who (a) logs into FlexDeploy or uses its REST API (b) commits to source code repositories, whereby, FlexDeploy builds and deploys such source on their behalf (c) modifies source system code or configuration, whereby, FlexDeploy builds and deploys such source on their behalf.

For example, if three developers (users) commit changes to source control for an application and another administrator (user) logs into FlexDeploy to perform the build and deployment of their changes, the “User” count for the license agreement is four.

Questions? Contact me



Michelle Heney
Finance Specialist
michelle.heney@flexagon.com

Flexagon
3040 Allied St
Green Bay, WI 54304
United States

DocuSigned by:

FCAD505D74AE4AE... 7/29/2025

Arnisa Davis

Manager of ERP & GIS

Memphis Light, Gas and Water

3 Year Renewal Option vs. Annual Renewal

Current License	
12/26/2024 - 12/25/2025	
FlexDeploy - 10 Users	\$ 12,000.00
Oracle Apex Technology Pack	\$ 8,000.00
EBS	\$ 18,000.00
Subtotal	\$ 38,000.00

FlexDeploy - add 30 Users	\$ 26,000.00
Total	\$ 64,000.00

	Renewal License - 3 Year Option (Quote# 20250520-120458152)			
	12/26/2025 - 12/25/2026	12/26/2026 - 12/25/2027	12/26/2027 - 12/25/2028	TOTAL
FlexDeploy - 40 Users	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 114,000.00
Oracle Apex Technology Pack	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 24,000.00
EBS	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 54,000.00
Subtotal	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 192,000.00

Annual Increase - 3%	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$	\$ 5,760.00
Total	\$ 65,920.00	\$ 65,920.00	\$ 65,920.00	\$ 65,920.00	\$	\$ 197,760.00

	Renew License - Annually					
	12/26/2025 - 12/25/2026	12/26/2026 - 12/25/2027	12/26/2027 - 12/25/2028		TOTAL	
FlexDeploy - 40 Users	\$ 38,000.00	\$ 39,920.00	\$ 41,897.60	\$	119,817.60	
Oracle Apex Technology Pack	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$	24,000.00	
EBS	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$	54,000.00	
Subtotal	\$ 64,000.00	\$ 65,920.00	\$ 67,897.60	\$	197,817.60	
Annual Increase - 3%	\$ 1,920.00	\$ 1,977.60	\$ 2,036.93	\$	5,934.53	
Total	\$ 65,920.00	\$ 67,897.60	\$ 69,934.53	\$	203,752.13	

Savings with 3 Year Option \$ 5,992.13

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12652 (*formerly Contract No. C2493*) – Meter Reading**
- 2. Requested Funding – \$137,082.90 (Includes \$134,411.46 extension amount, of which \$10,769.70 will be absorbed in the current balance, plus \$13,441.14 contingency funds)**
- 3. Award Duration – Extension (August 17, 2026 through August 16, 2028)**
- 4. Type of Bid – Single Source**
- 5. Awarded To – United Systems & Software, Inc.**
- 6. Plain Language Description – United Systems provides MLGW the Itron software that is used by manual meter readers to read non-smart electric, gas, and water meters. This funding request includes a software upgrade and annual maintenance through 2028.**
- 7. Impact – MLGW has 65,000 non-smart meters that must be read manually each month. The system upgrade funded by this request will allow MLGW to use newer handheld devices and bring software up to current standards.**



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas, and Water Commissioners the approval of Extension (*Change No. 2*) to Contract No. 12652 (*formerly Contract No. C2493*), Meter Reading with United Systems & Software, Inc. to extend the contract value in the funded amount of \$137,082.90.

The project scope is to furnish all supervision, labor and tools necessary to provide meter reading software, including support services, for non-smart electric, gas and water meters at MLGW. The contract award was selected based on the Single Source procurement process.

This change is to extend the current contract for two (2) years for the period covering August 17, 2026 through August 16, 2028 in the requested amount of \$134,411.46; of which \$10,769.70 will be absorbed from the current contract value. The annual 3% increase for the software maintenance was not negotiated because it is below the Consumer Price Index (CPI) of 6.821%. MLGW is also requesting \$13,441.14 in contingency funds for any additional handheld devices, training, or software that may be needed outside of the planned scope of the project. The total amount of this extension is \$137,082.90. This Single Source extension complies with all applicable laws and policies. The new contract value is \$262,691.60.

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, Extension (*Change No. 2*) to Contract No. 12652 (*formerly Contract No. C2493*), Meter Reading with United Systems & Software, Inc. to extend the contract in the funded amount of \$137,082.90 as outlined in the foregoing preamble, is approved and further,

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved Extension (*Change No. 2*) to Contract No. 12652 (*formerly Contract No. C2493*), Meter Reading with United Systems & Software, Inc. to extend the current contract in the funded amount of \$137,082.90, and is now recommending to the Council of the City of Memphis that it approves said extension as approved; and

WHEREAS, the project scope is to furnish all supervision, labor and tools necessary to provide meter reading software, including support services, for non-smart electric, gas and water meters at MLGW. The contract award was selected based on the Single Source procurement process; and

WHEREAS, this change is to extend the current contract for two (2) years for the period covering August 17, 2026 through August 16, 2028 in the requested amount of \$134,411.46; of which \$10,769.70 will be absorbed from the current contract value. The annual 3% increase for the software maintenance was not negotiated because it is below the Consumer Price Index (CPI) of 6.821%. MLGW is also requesting \$13,441.14 in contingency funds for any additional handheld devices, training, or software that may be needed outside of the planned scope of the project. The total amount of this extension is \$137,082.90. This Single Source extension complies with all applicable laws and policies. The new contract value is \$262,691.60; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Extension (*Change No. 2*) to Contract No. 12652 (*formerly Contract No. C2493*), Meter Reading with United Systems & Software, Inc. to extend the current contract in the funded amount of \$137,082.90 as approved.

BOARD RESOLUTION TRANSMITTAL

Board Meeting Date: 11/5/2025
 12652 (formerly Contract No. C2493)
 Contract Number: _____
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Expenditure Org Executive: Lashell Vaughn
 Procurement Contracts Specialist: Verkisserous Thompson

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	0351130 CIS Systems Integration / Andrew McColgan 901-335-8051 amccolgan@mlgw.org	
Scope: Contract <u>X</u> Purchase _____ Other _____	The project scope is to furnish all supervision, labor and tools necessary to provide meter reading software, including support services, for non-smart electric, gas and water meters at MLGW.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This change is to extend the current contract for two (2) years for the period covering August 17, 2026 through August 16, 2028.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at MLGW's Netters Business Center.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to upgrade the meter reading system in order to support newer handheld devices for manual meter reading.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) <u>Single Source</u>		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	137,082.90	\$ 72,686.00	\$ 64,396.90
\$	1,122,750.00		
\$	884,637.49	\$ 238,112.51	
		\$ 165,426.51	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

CIS Systems Integration

0351130 CIS Systems Integration

Purchase PC Software

Admin Expense

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.15.2025

Date

Rev. 11/01/2018

Contractor:

United Systems & Software, Inc.

11/5/2025

Contract Number: 12652 (formerly
Contract No. C2493)

Actions		Date	Amount
Original Award	Award	8/17/2022	\$52,880.00
Ratification and Renewal (Change Order No. 1)	This change was to ratify and renew the current contract for the period covering August 17, 2023 through August 16, 2026.	1/3/2024	\$72,728.70
Current Contract Amount			\$125,608.70
Amount Paid to Date as of 10.14.25			\$100,155.80
Current Contract Balance			\$25,452.90
<i>Extension (Change Order No. 2)</i>	<i>This change is to extend the current contract for two (2) years for the period covering August 17, 2026 through August 16, 2028 in the amount of \$134,411.46; of which \$10,769.70 will be absorbed from the current contract value. The annual 3% increase for the software maintenance was not negotiated because it is below the Consumer Price Index (CPI) of 6.821%. MLGW is also requesting \$13,441.14 in contingency funds for any additional handheld devices, training, or software that may be needed outside of the planned scope of the project. The total amount of this extension is \$137,082.90.</i>	<i>11/5/2025</i>	<i>\$137,082.90</i>
Available Balance			\$162,535.80
Cumulative Contract Value			\$262,691.60
Note: MLGW's CIS Systems Intergration Department will allocate \$14,683.20 of the current contract balance for an outstanding invoice payment.			

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION
CITY OF MEMPHIS

CONTRACT CHANGE NO. 2

DATE OF CHANGE NOVEMBER 5, 2025

CONTRACT NUMBER 12652 (formerly CONTRACT NO. C2493) SHEET 1 OF 2

TO: MR. KYLE DEERING

UNITED SYSTEMS & SOFTWARE, INC.

91 SOUTHWEST ONE BLVD.

BENTON, KY 42025

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 AND TOOLS NECESSARY TO PROVIDE METER READING SOFTWARE, INCLUDING SUPPORT SERVICES, FOR NON-SMART ELECTRIC, GAS AND WATER METERS AT MLGW. THE CONTRACT AWARD WAS SELECTED BASED ON THE SINGLE SOURCE PROCUREMENT PROCESS.

THIS CHANGE IS TO EXTEND THE CURRENT CONTRACT FOR TWO (2) YEARS FOR THE PERIOD COVERING AUGUST 17, 2026 THROUGH AUGUST 16, 2028 IN THE REQUESTED AMOUNT OF \$134,411.46; OF WHICH \$10,769.70 WILL BE ABSORBED FROM THE CURRENT CONTRACT VALUE. THE ANNUAL 3% INCREASE FOR THE SOFTWARE MAINTENANCE WAS NOT NEGOTIATED BECAUSE IT IS BELOW THE CONSUMER PRICE INDEX (CPI) OF 6.821%. MLGW IS ALSO REQUESTING \$13,441.14 IN CONTINGENCY FUNDS FOR ANY ADDITIONAL HANDHELD DEVICES, TRAINING, OR SOFTWARE THAT MAY BE NEEDED OUTSIDE OF THE PLANNED SCOPE OF THE PROJECT. THE TOTAL AMOUNT OF THIS EXTENSION IS \$137,082.90. THIS SINGLE SOURCE EXTENSION COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$262,691.60.

CHANGE IN CONTRACT PRICE:

Contract Amount	\$ 125,608.70
Change Amount	<u>\$ 137,082.90</u> - <u>Extension (Change No. 2)</u>
Total Contract Amount	\$ 262,691.60

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT

DATE



Corporate: 91 Southwest One Blvd. | Benton, KY 42025
 Phone 270.527.3293 | Toll-free 1.800.455.3293
 www.united-systems.com

United Systems & Software, Inc. is a technical services firm that specializes in the software development and information technology to utilities and local government. Founded in 1977, USS now serves over 1,500 customers within a twenty-two-state region. As a distributor of Itron Automatic Meter Reading (AMR) and metering technology, we offer complete AMR systems, radio transmitters & receivers, handheld & mobile computers, software, installation, training and support.

Quotation For:
 MLGW

Oct 6, 2025

Qty	Product/Service Description	Unit Price	Extended Price
1	ITRON Temetra Gas & Water Project Implementation Includes: -Itron's Temetra Essentials NAM-Hosted Application Management Setup Fee -1 ITRON Mobile Radio (\$4,000). The IMR requires MLGW to provide an iOS, Android or Windows 11 device with Bluetooth.	\$ 35,640.00	\$ 35,640.00
1	Temetra Essentials, 75,001-100,000 Endpoints, Subscription (3500-T0E0G) (\$25,526) USS Supplemental Remote Support, price includes 3% escalation. (\$3,995)	\$ 29,521.00	\$ 29,521.00
1	USS Technical Services- REMOTE Setup, Support and User Training (One Day On-Site) Estimated USS Services 18 hours remote & 8 hours onsite. Additional Services billable at Hourly rate of \$250/hour (training, setup, installation) Per Diem \$275/day – plus Travel trip charge of \$750/trip	\$ 7,525.00	\$ 7,525.00

Total Year 1: **\$ 72,686.00**

YEAR 2:

1	Temetra Essentials, 75,001-100,000 Endpoints, Subscription (3500-T0E0G) (\$26,291.78) USS Supplemental Remote Support, price includes 3% escalation. (\$4,114.85)	\$ 30,406.63	\$ 30,406.63
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YEAR 3:

1	Temetra Essentials, 75,001-100,000 Endpoints, Subscription (3500-T0E0G) (\$27,080.53) USS Supplemental Remote Support, price includes 3% escalation. (\$4,238.30)	\$ 31,318.83	\$ 31,318.83
---	--	--------------	--------------

NOTES:

1. The Current FCS/IMA annual fees will be replaced with Temetra. Any remaining amount on the existing USS/FCS contract can be applied towards the Temetra Subscription once FCS is no longer being used.
2. Annual recurring fees include a 3% escalator.

Alternate Temetra Pricing by Tier:

1	Temetra Essentials, 100,001-150,000 Endpoints, Subscription (3500-T0E0H)	\$36,000.00
1	Temetra Essentials, 150,001-200,000 Endpoints, Subscription (3500-T0E0I)	\$46,000.00
1	Temetra Essentials, 200,001-300,000 Endpoints, Subscription (3500-T0E0J)	\$66,000.00

Temetra Essentials includes 13-months data storage. It does not include a Customer Portal. Typically used for AMR or Manual Read customers.
 Temetra Advanced includes 5-years data storage. It does include a Customer Portal. Typically used for AMI Cellular or AMI Gen5 customers.

General— Prices do not include shipping and/or sales tax (if applicable). This quotation shall remain firm for ninety (90) days from the quotation date, unless modified in writing by USS prior to USS acceptance. All related invoices shall be paid on a Net 10 Day basis.

Purchase Authorization—Client further agrees that this is a complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties relating to this Agreement.

This Agreement shall be effective as of this 10/14/2025, 2025.

Client Name & Title:

DocuSigned by:

[Signature]

Manager Information Systems Information Services

Purchase Order Number:

741337893169478...

RESOLUTION SUMMARY

- 1. Short title description – Contract No. 12378 – Fleet Maintenance**
- 2. Funded Amount - \$987,996.00**
- 3. Award Duration – Renewal - Third of four (4) annual renewals (January 1, 2026 through December 31, 2026)**
- 4. Type of Bid – RFP**
- 5. Awarded to – Goodyear Commercial Tire and Service Centers**
- 6. Plain Language Description – Provide transportation tires for MLGW fleet.**
- 7. Impact – To keep MLGW Fleet vehicles safe and operational.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Renewal (*Change No. 3*) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to renew the current contract in the funded amount of \$987,996.00.

The project scope is to provide tires and tire services for automobiles, trucks, and equipment for eight (8) garages within the MLGW Transportation Department. The contract award was based on the Request for Proposal (“RFP”) evaluation process.

This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 1, 2026 through December 31, 2026 in the amount of \$1,246,325.00 based on estimated tire quantities with no increase in rates from the previous term. The amount of \$258,329.00 will be absorbed from the current contract value; therefore, the total requested amount of this renewal is \$987,996.00. This renewal complies with all applicable laws and policies. The new contract value is \$4,182,004.00.

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 Renewal (*Change No. 3*) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to renew the current contract in the funded amount of \$987,996.00, 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 November 5, 2025 approved Renewal (*Change No. 3*) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to renew the current contract in the funded amount of \$987,996.00, 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 tires and tire services for automobiles, trucks, and equipment for eight (8) garages within the MLGW Transportation Department. The contract award was based on the Request for Proposal (“RFP”) evaluation process; and

WHEREAS, this change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 1, 2026 through December 31, 2026 in the amount of \$1,246,325.00 based on estimated tire quantities with no increase in rates from the previous term. The amount of \$258,329.00 will be absorbed from the current contract value; therefore, the total requested amount of this renewal is \$987,996.00. This renewal complies with all applicable laws and policies. The new contract value is \$4,182,004.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Renewal (*Change No. 3*) to Contract No. 12378, Fleet Maintenance with Goodyear Commercial Tire and Service Centers to renew the current contract in the funded amount of \$987,996.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Von Goodloe
 Specialist: Arma Orr

Board Meeting Date: 11/5/2025
 Contract Number: 12378
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Transportation Department/0360220/Richard Smith/320-1473/rsmith3@mlgw.org	
Scope: Contract ☒ Purchase _____ Other _____	The project scope is to provide tires and tire services for automobiles, trucks, and equipment for eight (8) garages within the MLGW Transportation Department.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 1, 2026 through December 31, 2026.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place throughout Memphis and Shelby County, Tennessee.	
Why the need exists?	The need exists to purchase tires and make repairs for MLGW vehicles and equipment.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? RFP		

BUDGET:

Amount Requested

2026 Budget*

Amount Spent Year-to-Date

2026 Budget Balance Available

Budget Balance After Award

	Total	In 2026 Budget Year	After Budget Year
Amount Requested	\$ 987,996.00	\$ 987,996.00	\$ -
2026 Budget*	\$ 987,996.00		
Amount Spent Year-to-Date	\$ -	\$ 987,996.00	
2026 Budget Balance Available			
Budget Balance After Award		\$ -	

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

☒ Additional☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

Fleet Maintenance

0364200 Manager Transportation and Fleet Services

eAM Contracted Svcs

Fleet Maintenance

Comments: Approval contingent on 2026 Budget approval.

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.03.2025

Date

Rev. 11/01/2018

Contractor: **Goodyear Commercial Tire & Service Centers**
11/5/2025
Contract Number: 12378

Actions		Date	Amount
Original Award 01.01.23			\$1,100,000.00
Ratification, Increase and Renewal (Change Order No. 1)	This change was to ratify and renew the current contract for the first of four (4) annual renewal terms for the period covering January 1, 2024 through December 31, 2024 in the funded amount of \$1,144,008.00, based on estimated tire quantities, which reflected an average increase of 4% from the initial term. In addition, the renewal included an increase in service calls from \$51.00 per hour to \$55.00 per hour and the truck/trailer industrial tire mount increased from \$10.50 per mount to \$12.50 per mount. The 4% consisted of the increase in the cost of tires (an average 1.25%), hourly service call fee, and any other unforeseen costs due to inflation and supply chain issues.	12/6/2023	\$1,144,008.00
Renewal (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 January 1, 2025 through December 31, 2025 in the amount of \$1,042,279.40, based on estimated tire quantities with no increase in rates from the previous term. The amount of \$92,279.40 will be absorbed from the current contract value; therefore, the total requested amount of this renewal is \$950,000.00.	11/6/2024	\$950,000.00
Current Contract Amount			\$3,194,008.00
Amount Paid to Date as of 10.10.25			\$2,268,110.56
Current Contract Balance			\$925,897.44
Renewal (Change Order No. 3)	<i>This change is to renew the current contract for the third of four (4) annual renewal terms for the period covering January 1, 2026 through December 31, 2026 in the amount of \$1,246,325.00 based on estimated tire quantities with no increase in rates from the previous term. The amount of \$258,329.00 will be absorbed from the current contract value; therefore, the total requested amount of this renewal is \$987,996.00.</i>	11/5/2025	<i>\$987,996.00</i>
Available Balance			\$1,913,893.44
Cumulative Contract Value			\$4,182,004.00

****The Transportation and Fleet Services Department will allocate the remaining balance to pay anticipated invoices for the current term and partially fund the next renewal term starting January 1, 2026****

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION
CITY OF MEMPHIS
CONTRACT NUMBER 12378

CONTRACT CHANGE NO. 3
DATE OF CHANGE NOVEMBER 5, 2025
SHEET 1 OF 4

TO: MR. ADAM KEENUM

GOODYEAR COMMERCIAL TIRE AND SERVICE CENTERS

3085 BELLBROOK DRIVE

MEMPHIS, TN 38116

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. CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO PROVIDE TIRES AND TIRE SERVICES FOR AUTOMOBILES, TRUCKS, AND EQUIPMENT FOR EIGHT (8) GARAGES WITHIN THE MLGW TRANSPORTATION DEPARTMENT. THE CONTRACT AWARD WAS BASED ON THE REQUEST FOR PROPOSAL ("RFP") EVALUATION PROCESS.

THIS CHANGE IS TO RENEW THE CURRENT CONTRACT FOR THE THIRD OF FOUR (4) ANNUAL RENEWAL TERMS FOR THE PERIOD COVERING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 IN THE AMOUNT OF \$1,246,325.00 BASED ON ESTIMATED TIRE QUANTITIES WITH NO INCREASE IN RATES FROM THE PREVIOUS TERM. THE AMOUNT OF \$258,329.00 WILL BE ABSORBED FROM THE CURRENT CONTRACT VALUE; THEREFORE, THE TOTAL REQUESTED AMOUNT OF THIS RENEWAL IS \$987,996.00. THIS RENEWAL COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$4,182,004.00.

CHANGE IN CONTRACT PRICE:

Contract Amount	\$ 3,194,008.00
Change Amount	\$ 987,996.00 – <u>Renewal (Change No. 3)</u>
Total Contract Amount	\$ 4,182,004.00

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT

DATE



Memphis Light Gas & Water Division City
of Memphis, Tennessee
220 South Main St.
Memphis, TN 38103

SUBJECT: 2026 Renewal of Contract 12378- Tire & Tire Services

Good Day:

Please accept this letter as an official renewal of Contract 12378- Tire & Tire Services, between The Goodyear Commercial Tire & Service Centers and Memphis Light Gas and Water valid through 12/31/2026.

The pricing for the 2026 term is updated in the 2026 pricing pages.

Please contact me at (901-331-8248) should you have any questions.

Sincerely,

Adam Keenum

Metro Manager

Goodyear Commercial Tire & Service Centers

A handwritten signature in black ink, appearing to read "A. Keenum", with a long horizontal flourish extending to the right.

A handwritten signature in blue ink, appearing to read "D. Suggs", with a long horizontal flourish extending to the right.

Derrick Suggs, Director
Director Transportation Material Stores

9/23/25

A handwritten signature in blue ink, appearing to read "J. B. Chandler", with a long horizontal flourish extending to the right.

James B. Chandler, Lead Supervisor
Mgr. Transportation Fleet Services

9-23-25

2026 Extension of Contract 12378- Tire & Tire Services

(1.) PASSENGER AND LIGHT TRUCK TIRES (ITEMS 1-34)

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL
2	P205/60R16	Goodyear	407212374 205/60R16 92T SL ASSURANCE ALL-SEASON	15	\$ 80.00	\$ 1,200.00
5	P215/75R15	Goodyear	744154900 LT215/75R15 106/103Q D WRL HT OL BSL TL	15	\$ 157.68	\$ 2,365.20
6	LT215/85R16	Goodyear	481233855 LT215/85R16 E 115R WRL WORKHORSE AT	15	\$ 149.78	\$ 2,246.70
7	LT215/85R16	Goodyear	131517875 LT215/85R16 115R E WRL WORKHORSE HT	20	\$ 114.69	\$ 2,293.80
8	235/65R16C	Goodyear	131195995 235/65R16C E 121/119R WRL WH HT C-TYPE	15	\$ 137.38	\$ 2,060.70
9	P225/65R16	Goodyear	407786374 225/65R16 100T SL ASSURANCE ALL-SEASON	15	\$ 83.45	\$ 1,251.75
11	LT225/75R16	Goodyear	131748875 LT225/75R16 115R E WRL WORKHORSE HT	15	\$ 131.27	\$ 1,969.05
12	P235/70R16	Goodyear	116086632 235/70R16 106T SL WRL WORKHORSE HT BSL	20	\$ 114.00	\$ 2,280.00
13	P235/70R17	Goodyear	480078855 235/70R17 109T XL WRL WORKHORSE AT BSL	15	\$ 138.00	\$ 2,070.00
14	LT235/75R15	Goodyear	312008027 LT235/75R15 104/101Q C WRL DURATRAC	20	\$ 155.72	\$ 3,114.40
15	P235/75R15	Goodyear	741126681 235/75R15 105S SL WRL Trailrunr AT BS	15	\$ 77.29	\$ 1,159.35
17	P235/75R17	Goodyear	758089572 235/75R17 109T SL WRL AT Adventure BS	30	\$ 135.00	\$ 4,050.00
18	P225/50R17	Goodyear	407372374 225/50R17 94V SL ASSURANCE ALL-SEASON	90	\$ 100.82	\$ 9,073.80
19	LT 235/85R16	Goodyear	312036142 LT235/85R16 120/116Q E WRL DURATRAC	15	\$ 145.41	\$ 2,181.15
20	LT 235/85R16	Goodyear	131745944 LT235/85R16 120R E WRL Workhorse HT	40	\$ 121.86	\$ 4,874.40
21	245/70R17	Goodyear	116080652 245/70R17 110T SL WRL WORKHORSE HT OWL	50	\$ 117.76	\$ 5,888.00
22	LT245/75R16	Goodyear	131747875 LT245/75R16 120R E WRL WORKHORSE HT BSL	80	\$ 123.90	\$ 9,912.00
23	LT245/75R16	Goodyear	176103991 LT245/75R16 E 120/116R WRL DURATRAC RT	15	\$ 184.31	\$ 2,764.65
24	LT245/75R17	Goodyear	481104855 LT245/75R17 E 121S WRL Workhorse AT	15	\$ 161.35	\$ 2,420.25
25	LT265/70R17	Goodyear	176294991 LT265/70R17 E 123/120S WRL DURATRAC RT	15	\$ 206.00	\$ 3,090.00
26	LT265/75R16	Goodyear	312034142LT265/75R16 123/120P E WRL Duratrak B	70	\$ 220.56	\$ 15,439.20
27	LT275/65R18	Goodyear	748965571 LT275/65R18 123S E WRL AT ADVENTURE	155	\$ 213.20	\$ 33,046.00
28	LT275/65R18	Goodyear	176092991 LT275/65R18 E 123/120R WRL DURATRAC RT	155	\$ 239.46	\$ 37,116.30
29	P215/60R16	Goodyear	413571582 215/60R16 95V SL ASSURANCE COMFORTDRIVE	15	\$ 102.60	\$ 1,539.00
30	P245/65R17	Goodyear	151284203 P245/65R17 105T S2 FORTERA HL VSB TL	180	\$ 112.02	\$ 20,163.60
31	LT265/75R16	Goodyear	312034142 LT265/75R16 123/120P E WRL Duratrak B	95	\$ 220.56	\$ 20,953.20
32	LT275/65R18	Goodyear	176092991 LT275/65R18 E 123/120R WRL DURATRAC RT	25	\$ 239.46	\$ 5,986.50
33	P215/60R16	Goodyear	413571582 215/60R16 95V SL ASSURANCE COMFORTDRIVE	15	\$ 102.60	\$ 1,539.00
34	P245/65R17	Goodyear	116081632 245/65R17 107T SL WRL WORKHORSE HT BSL	25	\$ 111.62	\$ 2,790.50

(2.) FLAT REPAIR

TIRE CATEGORIES	EST. QTY.	UNIT PRICE	TOTAL
LIGHT DUTY TIRE REPAIRS	300	\$10.82	\$3,244.50
LIGHT DUTY TIRE MOUNT	775	\$8.76	\$6,785.13
SERVICE CALL	400	\$56.65	\$22,660.00
			\$ 237,528.13

(3.) SCRAP DISPOSAL

	EST. QTY.	UNIT PRICE	TOTAL
SCRAP TIRE DISPOSAL	1150	\$4.12	\$4,738.00

TOTAL PASSENGER & LIGHT DUTY TRUCK TIRE AND SERVICES (SECTIONS 1-3)

\$ 242,266.13

(1.) INDUSTRIAL TIRES (ITEMS 1-12)

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL
217-3050	11R22.5	Goodyear	138802674 G ENDURANCE RSA	450	\$ 442.79	\$ 199,255.50
217-3075	11R22.5	Goodyear	138953265 G G622 RSD	100	\$ 426.94	\$ 42,694.00
217-0052	12R22.5	Goodyear		50		
217-0120	21LX24	Deestone	1351226 D314 INDUSTRIAL TIRE	25	\$700.00	\$ 17,500.00
217-0007	225/70R19.5	Goodyear	139172053 G G647 RSS	80	\$ 287.44	\$ 22,995.20
217-0224	225/70R19.5	Goodyear	139755205 128/126N G G622 RSD	60	\$ 290.61	\$ 17,436.60
217-0081	31X15.50X16	Deestone	1351202 D316 SKID	20	\$ 255.33	\$ 5,106.60
217-0082	385/65R22.5	Goodyear	756513897 158K ARMOR MAX MSA	25	\$ 646.24	\$ 16,156.00
217-0090	425/65R22.5	Goodyear	756160897 L ARMOR MAX MSA	200	\$ 721.68	\$ 144,336.00

(2.) TRAILER TIRES

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL
1	8.25X15			5	No Bid	
2	12X16.5	Deestone	1351237 D304 SKID STEER	5	\$ 235.27	\$ 1,176.35
3	215/75R17.5	Goodyear	756246567 H G114 LP STTL	900	\$ 273.17	\$ 245,853.00

(3.) RETREADS WITH CASING SUPPLIED BY CONTRACTOR

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL
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1	11R22.5	Goodyear	254086072 PCT G177M 27	500	\$ 290.00	\$ 145,000.00
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(4.) FLAT REPAIR

TIRE CATEGORIES	EST. QTY.	UNIT PRICE	TOTAL
TRUCK/TRAILER INDUSTRIAL TIRE REPAIR	200	\$15.97	\$3,193.00
CONSTRUCTION/OFF ROAD TIRE REPAIR	150	\$23.18	\$3,476.25
TRUCK/TRAILER INDUSTRIAL TIRE MOUNT	1900	\$12.88	\$24,462.50
CONSTRUCTION/OFF ROAD TIRE MOUNT	200	\$19.57	\$3,914.00
SERVICE CALLS	1700	\$56.65	\$96,305.00

(5.) RETREAD RATES

ITEM NO.	TIRE SIZE	MANUFACTURER	TRADE NAME	EST. QTY.	UNIT PRICE	TOTAL
1	11R22.5	Goodyear	254086072 PCT G177M 27	850	\$205.00	\$ 174,250.00
2	215/75R17.5	Goodyear	254311027 PCT G159	300	\$96.79	\$ 29,037.00

TIRE CATEGORIES	EST. QTY.	UNIT PRICE	TOTAL
TIRE REPAIR FOR RETREADING	200	\$4.12	\$824.00
SECTION REPAIR	200	\$10.30	\$2,060.00
NAIL HOLE REPAIR	200	\$4.12	\$824.00
BEAD REPAIR	250	\$7.21	\$1,802.50
SPOT REPAIR	900	\$5.15	\$4,635.00

(6.) TIRE FILL

TIRE CATEGORIES	EST. QTY.	UNIT PRICE	TOTAL
PRICE PER POUND OF SOFT TIRE FOAM FILL	4000	\$2.58	\$10,300.00
PRICE PER POUND OF MEDIUM TIRE FOAM FILL	4000	\$2.58	\$10,300.00
PRICE PER POUND OF HARD TIRE FOAM FILL	7500	\$2.58	\$19,312.50

(7.) TIRE DISPOSAL

	EST. QTY.	UNIT PRICE	TOTAL
SCRAP TIRE DISPOSAL	1000	\$4.12	\$4,120.00

TOTAL INDUSTRIAL AND TRAILER TIRES AND SERVICES (SECTIONS 1-7)

\$ 1,246,325.00

RESOLUTION SUMMARY

1. **Short Title Description** – Fuse Elements
2. **Requested Funding** – \$669,900.00
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sealed
5. **Awarded To** – Brighter Days & Nites Inc.
6. **Plain Language Description** – To purchase twenty fuse elements which will be installed in Substation Number 3 located at 542 South Third Street. The fuse elements are safety wires that reduce fault current energy, which help reduce the risk of arc flash exposure, mitigate fires, and safeguard substation equipment.
7. **Impact** – The fuses serve as replaceable components within MLGW's clip fuse system. The fuse elements interrupt the circuit during an electrical fault, allowing the circuit breakers to restore power to the system.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for fuse elements to Brighter Days & Nites Inc. in the amount of \$669,900.00.

Fuse elements are critical devices in the electric distribution system, designed to protect equipment by interrupting fault currents. The fuse elements are safety wires that reduce fault current energy, which help reduce the risk of arc flash exposure, mitigate fires, and safeguard substation equipment. The new fuse elements will replace components within the clip fuse system to maintain reliability and safety.

Bids were opened on August 27, 2025. Notice to Bidders was advertised. Twelve bids were solicited, and five bids were received with the lowest and best complying bidder being the firm of Brighter Days & Nites Inc. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Substation – Miscellaneous Accounting is \$25,157,372.00; the amount spent year-to-date is \$23,341,551.66; leaving a balance available of \$1,815,820.34; of which \$669,900.00 will be spent on this purchase in subsequent budget year as approved; and

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, awards a purchase order to Brighter Days & Nites Inc. is approved for furnishing:

20 – Fuse CUR LIM electronic Substation 1200A fuse elements;

Totaling \$669,900.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 24-28 weeks, terms net 15 days.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved the purchase of fuse elements and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, fuse elements are critical devices in the electric distribution system, designed to protect equipment by interrupting fault currents. The fuse elements are safety wires that reduce fault current energy, which help reduce the risk of arc flash exposure, mitigate fires, and safeguard substation equipment. The new fuse elements will replace components within the clip fuse system to maintain reliability and safety; and

WHEREAS, bids were opened on August 27, 2025. Notice to Bidders was advertised. Twelve bids were solicited, and five bids were received with the lowest and best complying bidder being the firm of Brighter Days & Nites Inc. 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 the purchase of fuse elements from Brighter Days & Nites Inc. in the amount of \$669,900.00 chargeable to subsequent budget year as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Von Goodloe Board Meeting Date: 11/5/2025
 Procurement Contracts Specialist: Donna Adams Purchase Order/Requisition Number: 5145812
 Purchase Commodity: Fuse Elements
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Purchasing Department / Donna Adams / (901) 528-4701 / dadams@mlgw.org	
Scope: Contract _____ Purchase <u>X</u> _____ Other _____	A purchase order will be issued to procure fuse elements for infrastructure modernization and emergency restoration.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	To purchase twenty fuse elements for the electric distribution system.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The fuse elements will be installed in Substation Number 3 located at 542 South Third Street.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The fuse elements are safety wires that reduce fault current energy, which help reduce the risk of arc flash exposure, mitigate fires, and safeguard substation equipment.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) RFQ		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	669,900.00	\$ -	\$ 669,900.00
\$	25,157,372.00		
\$	23,341,551.66	\$ 1,815,820.34	
		\$ 1,815,820.34	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Substation

0988888 Misc Accounting Transaction

eAM Outside Purchases

Various

Comments: Class Items 040-1912(Quantity 20).

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.03.2025

Date

Rev. 11/01/2018

BID ON FUSE ELEMENTS							
FOR BOARD MEETING OF NOVEMBER 5, 2025							
		BIDS OPENED ON AUGUST 27, 2025					
		BASE UNIT: EACH					
BIDDERS	ITEM QUANTITY	Line 1 20	Total	Local Bidding Preference	Local Bidding Presence	Terms	Delivery
COMPLYING BIDDERS	DESCRIPTION	FUSE CUR LIM ELECTRONIC SUBSTA 1200A FUSE ELEMENT					
Brighter Days & Nites Inc. Memphis, TN		\$ 33,495.00	\$ 669,900.00	N/A	N/A	Net 15	28 Weeks
Industrial Sales Co of Memphis Inc. Bartlett, TN		\$ 33,865.00	\$ 677,300.00	N/A	N/A	Net 30	24 Weeks
Engineered Sealing Components Memphis, TN		\$ 34,164.97	\$ 683,299.40	N/A	N/A	Net 30	28 Weeks
ATG Supply LLC Memphis, TN		\$ 34,178.00	\$ 683,560.00	N/A	N/A	Net 15	24 Weeks
Wesco Distribution Inc Memphis, TN		\$ 36,844.45	\$ 736,889.00	N/A	N/A	Net 30	28 Weeks
RECOMMEND AWARD AS FOLLOWS: BRIGHTER DAYS & NITES \$669,900.00							

AWARD RECOMMENDATION

To: Camela Mitchell

From: **Procurement Contracts Specialist II:** Donna Adams

Date: 9/18/2025

Requisition #: 5145812 **Bid on:** Fuse Elements

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:

Class item 040-1912 (quantity 20)

2. RECOMMENDATION:

A. Which bid(s) do you recommend? Brighter Days & Nites Inc.

B. Does this meet specifications as per your request and/or as advertised? YES ☒ NO ☐

If No, is the variance considered: MINOR ☐ or MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☒ NO ☐

If no, list the bids that are low, but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Camela Mitchell
Area Supervisor or designee

SIGNATURE Donna Adams
Procurement Contracts Specialist II

SIGNATURE Camela Mitchell

DATE 9/18/2025

DATE 9/18/2025 **PHONE** 901-528-4701

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12558 - Mallory Pumping Station Filter Building Roof Replacement**
- 2. Requested Funding – \$504,870.30 (\$458,973.00 award amount plus \$45,897.30 in contingency)**
- 3. Award Duration – One (1) year from the date of the Notice to Proceed**
- 4. Type of Bid – Sealed Bid**
- 5. Awarded To – B Four Plied, Inc.**
- 6. Plain Language Description – This contract is for removing, disposing and replacing the existing roof on the Mallory Pumping Station Filter building.**
- 7. Impact – This contract will help to provide building maintenance to ensure the integrity of the building and assets.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12558, Mallory Pumping Station Filter Building Roof Replacement to B Four Plied, Inc. in the funded amount of \$504,870.30.

The project scope is to remove and demolish the existing roof and install a new roofing system at MLGW's Mallory Pumping Station, Filter Building located at 488 North Dunlap Street, Memphis, TN 38104.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on May 19, 2025. MLGW solicited 20 bids; of which, eight (8) Bidders attended the Mandatory Site Visit held on June 3, 2025. Qualifications were received from five (5) Bidders on July 1, 2025; of which three (3) Bidders were deemed qualified to bid on this project. Two (2) bids were received on August 27, 2025. The lowest and best bid received was from B Four Plied, Inc. in the amount of \$458,973.00. MLGW is requesting contingency funds in the amount of \$45,897.30 for any unforeseen circumstances. The total funded amount for the award is \$504,870.30. The term of this contract is 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. 12558, Mallory Pumping Station Filter Building Roof Replacement to B Four Plied, Inc. in the funded amount of \$504,870.30, 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 November 5, 2025 awarded Contract No. 12558, Mallory Pumping Station Filter Building Roof Replacement to B Four Plied, Inc. in the funded amount of \$504,870.30, 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 remove and demolish the existing roof and install a new roofing system at MLGW's Mallory Pumping Station, Filter Building located at 488 North Dunlap Street, Memphis, TN 38104; and

WHEREAS, the Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on May 19, 2025. MLGW solicited 20 bids; of which, eight (8) Bidders attended the Mandatory Site Visit held on June 3, 2025. Qualifications were received from five (5) Bidders on July 1, 2025; of which three (3) Bidders were deemed qualified to bid on this project. Two (2) bids were received on August 27, 2025. The lowest and best bid received was from B Four Plied, Inc. in the amount of \$458,973.00. MLGW is requesting contingency funds in the amount of \$45,897.30 for any unforeseen circumstances. The total funded amount for the award is \$504,870.30. The term of this contract is one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies. 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. 12558, Mallory Pumping Station Filter Building Roof Replacement to B Four Plied, Inc. in the funded amount of \$504,870.30 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Von Goodloe
 Procurement Contracts Specialist: TaShay Yates

Board Meeting Date: 11/5/2025
 Contract Number: 12558
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	0363200 Facilities Management and Maintenance, Eric Conway, 901-590-5133, econway@mlgw.org	
Scope: Contract ☒ Purchase _____ Other _____	The project scope is to remove and demolish the existing roof and install a new roofing system at MLGW's Mallory Pumping Station Filter Building located at 488 North Dunlap Street, Memphis, TN 38104.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This is an award.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at MLGW's Mallory Pumping Station located at 488 N. Dunlap Street, Memphis, TN 38105.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to provide building maintenance to ensure the integrity of the building.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sealed Bid		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	504,870.30	\$ -	\$ 504,870.30
\$	3,000,000.00		
\$	236,776.02	\$ 2,763,223.98	
		\$ 2,763,223.98	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

Facilities Mgmt Mtn R2024

0363200 Facilities Management and Mai

Contracted Svc-Other

Various

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

09.10.2025

Date

Rev. 11/01/2018

MEMPHIS LIGHT, GAS & WATER DIVISION INTERDEPARTMENTAL

TO: Board of Commissioners **DATE:** 11/05/2025
FROM: Randy Orsby - Manager of Procurement and Contracts
SUBJECT: Contract No. 12558, Mallory Pumping Station Filter Building Roof Replacement

The Contracts Management Department, with an outline of work to be provided by the Facilities Maintenance and Management Department, solicited bids to remove and demolish the existing roof and install a new roofing system at MLGW's Mallory Pumping Station, Filter Building located at 488 North Dunlap Street, Memphis, TN 38104.

The Notice to Bidders was advertised using MLGW's Online Bid Notification System and the Memphis Daily News on May 19, 2025. MLGW solicited 20 bids; of which, eight (8) Bidders attended the Mandatory Site Visit held on June 3, 2025. Qualifications were received from five (5) Bidders on July 1, 2025; of which three (3) Bidders were deemed qualified to bid on this project. Two (2) bids were received on August 27, 2025. The lowest and best bid received was from B Four Plied, Inc. in the amount of \$458,973.00. MLGW is requesting contingency funds in the amount of \$45,897.30 for any unforeseen circumstances. The total funded amount for the award is \$504,870.30. The term of this contract is one (1) year from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

Bidders	Bid Amount without Local Bidding Preference/Presence	Local Bidding Preference/Presence Calculation	Comments
B Four Plied, Inc. 3980 Winchester Road Memphis, TN 38118	Bid amount of \$458,973.00 (plus \$45,897.30 in contingency)	\$436,024.35	The Contractor provided documentation to be considered for the Local Bidding Preference and Local Bidding Presence.
Dakota Corporation dba Jessie Bryant Roofing 3121 Sandbrook Memphis, TN 38116	\$491,100.00	N/A	The Contractor did not provide documentation to be considered for the Local Bidding Preference or the Local Bidding Presence.

MLGW through its evaluation and selection process recommends the award of Contract No. 12558, Mallory Pumping Station Filter Building Roof Replacement to B Four Plied, Inc. in the funded amount of \$504,870.30.



MEMPHIS LIGHT, GAS, AND WATER DIVISION

DATE: September 23, 2025
TO: See List Below
RE: Notification of the Intent to Award

Contract No. 12558: Mallory Pumping Station Filter Building Roof Replacement

On behalf of MLGW, thank you for participating in the recent solicitation of bids for **Contract No. 12558: Mallory Pumping Station Filter Building Roof Replacement** on August 27, 2025.

After evaluating all bids received, the Contract Management office has received a notification with the intent of awarding a recommendation to **B-Four Plied, Inc.**, for the above-referenced sealed bid.

*It should be noted that **Contract No. 12558: Mallory Pumping Station Filter Building Roof Replacement** is not legally effective until both the LGW Board of Commissioners and the Memphis City Council approve their minutes. In addition, B-Four Plied, Inc. and MLGW must sign the "Contract Documents". It should also be noted that no oral communications relating to the Contract Documents are effective and binding on you and MLGW.*

Again, thank you for your interest in doing business with MLGW.

TaShay Yates

TaShay Yates
Contract Specialist II

List:

- B-Four Plied, Inc. ~ 3980 Winchester Road ~ Memphis, TN 38118
- Dakota Corporation dba Jessie Bryant Roofing ~ 3121 Sandbrook ~ Memphis, TN 38116

RESOLUTION SUMMARY

1. **Short Title Description** – Luminaire Floodlights LED 1000W
Ratification of Purchase Order #7068545
2. **Requested Funding** – \$151,450.50
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – RFQ
5. **Awarded To** – Brighter Days & Nites Inc.
6. **Plain Language Description** – To purchase 150 luminaire floodlights LED 1000W which will be used for MLGW's electric infrastructure. The luminaires are utilized to distribute and control artificial lighting across MLGW's service area.
7. **Impact** – Due to the 8.06% tariff imposed on imported goods, the purchase order amount for PO Number 7068545 was increased by \$11,298.00, bringing the new total to \$151,450.50 from the original \$140,152.50.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves the ratification of Purchase Order Number 7068545 with Brighter Days & Nites Inc. for luminaire floodlights LED 1000W in the amount of \$151,450.50.

On April 16, 2025, a purchase order was issued for luminaire floodlights. Due to recent tariff implementations, the cost of luminaire floodlights has risen. Accepting this increase was essential to keep the production schedule on track. Consequently, the purchase order amount was adjusted to accommodate the additional cost.

Approval is requested to ratify Purchase Order Number 7068545 in the amount of \$151,450.50. All existing terms and conditions will remain the same. This ratification complies with all applicable laws and policies.

The 2025 budgeted amount for Leased Outdoor Lighting – Miscellaneous Accounting is \$1,551,000.00; the amount spent year-to-date is \$306,446.90; leaving a balance available of \$1,244,553.10; of which \$151,450.50 will be spent on this purchase in 2025; leaving a balance available of \$1,093,102.60 after award; and

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, approves the ratification of Purchase Order Number 7068545 with Brighter Days & Nites Inc. is approved as outlined in the foregoing preamble.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved the ratification of Purchase Order Number 7068545 for luminaire floodlights LED 1000W and is now recommending to the Council of the City of Memphis that it approves said ratification; and

WHEREAS, on April 16, 2025, a purchase order was issued for luminaire floodlights. Due to recent tariff implementations, the cost of luminaire floodlights has risen. Accepting this increase was essential to keep the production schedule on track. Consequently, the purchase order amount was adjusted to accommodate the additional cost; and

WHEREAS, approval is requested to ratify Purchase Order Number 7068545 in the amount of \$151,450.50. All existing terms and conditions will remain the same. This ratification 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 the ratification of Purchase Order Number 7068545 to Brighter Days & Nites Inc. in the amount of \$151,450.50 chargeable to the MLGW 2025 fiscal year budget.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Von Goodloe Board Meeting Date: 11/5/2025
 Procurement Contracts Specialist: A'Ricka Jackson Purchase Order Number: 7068545
 Purchase Commodity: Luminaire Floodlights LED 1000W, Ratification
 Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Purchasing Department / A'Ricka Jackson / 901-528-4701 / Arjackson@mlgw.org	
Scope: Contract _____ Purchase _____ Other <u>X</u>	The scope of this request is to ratify Purchase Order Number 7068545 for luminaire floodlights LED 1000W.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	Approval is needed to ratify Purchase Order Number 7068545 with Brighter Days and Nites Inc.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The luminaire floodlights LED 1000W will be installed in MLGW's infrastructure within Shelby County, Tennessee.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The floodlights are needed for upcoming projects and for infrastructure updates.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) RFQ		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

Total	In 2025 Budget Year	After Budget Year
\$ 151,450.50	\$ 151,450.50	\$ -
\$ 1,551,000.00		
\$ 306,446.90	\$ 1,244,553.10	
	\$ 1,093,102.60	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Leased Outdoor Lighting

0988888 Misc Accounting Transaction

eAM Outside Purchases

Various

Comments: CI # 0436082

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

APPROVED:

Ronda Croft

Budget & Financial Planning

09.26.2025

Date

Rev. 11/01/2018



INTERDEPARTMENTAL MEMORANDUM

To: Camela Mitchell, Purchasing Supervisor
From: A'Ricka Jackson, Procurement Contracts Specialist II
Subject: Luminaire Floodlight LED 1000W
Date: 10/10/2025

Brighter Days and Nites was awarded standard purchase order number 7068545 on April 16, 2025, in the amount of \$140,152.50. Due to executive orders on tariffs, an increase of eight percent was imposed on the purchase order. To maintain the production slot, the increase was accepted, and the unit price was adjusted on the purchase order. The new purchase order amount, including the eight percent increase, is \$151,450.50.

Approval is requested for the purchase order, which has been adjusted to cover unexpected tariff increases and ensure contractual obligations are met.

Thank you,

A'Ricka Jackson

A'Ricka Jackson
Procurement Contracts Specialist II



October 15, 2025

Memphis Light, Gas and Water
220 South Main Street
Memphis, TN 38103
Attn: A'Ricka Jackson

RE: Memphis Light Gas and Water Division - Standard Purchase Order 7068545, 0

We have been hit with tariffs on this order. The new cost is \$1,009.67 each. It is our understanding that the new purchase price at \$1009.67 will require this item approved by the MLGW and City Council board. Please let us know how you would like to proceed. We have attached a copy of the tariff letter that you received earlier.

Sincerely,

Dorothy L. Sinclair

Dorothy L. Sinclair - President



Acuity Brands Lighting, Inc.
1 Acuity Way
Decatur, GA 30035

Date: 04-29-2025

To: *Aricka Jackson, MLGW*

At Acuity Brands Lighting (ABL), we remain committed to driving growth and productivity for our customers, channel partners and ourselves. We have demonstrated that we have dexterity in how we operate, allowing us to continue to deliver value in dynamic market conditions. We are managing factors within our control and taking relevant actions.

Tariffs levied by the U.S. government, retaliatory tariffs levied by countries on imports from the U.S., and volatility in other costs have created unavoidable cost impacts across multiple industries. Market dynamics continue to evolve. Therefore, we previously announced two price increases that went into effect on March 31 and April 7, 2025, respectively. These price increases are necessary for us to continue to provide the product, service and support you have come to expect.

The recent tariff activities under the International Emergency Economic Powers Act (IEEPA) can, in certain cases, be in addition to pre-existing tariffs under Sections 301 of the Trade Act of 1974, as amended and Section 232 of the Trade Expansion Act of 1962, as amended. Additionally, some of those pre-existing tariffs now have a broader scope, fewer exclusions and higher rates. Implementation of many of these actions continues to evolve. For your reference, below you will find links to the relevant Executive Orders. We have also provided links to some publicly available sources on certain commodities that may be informative below.

Executive Orders

- [Section 301 Tariffs Goods from China](#)
- [Section 232 Tariffs on Aluminum & Steel from All Countries](#)
- [International Emergency Economic Powers Act \(IEEPA\) Tariffs](#)

Publicly Available Commodity Resources

- [Aluminum - LME Aluminum](#)
- [Aluminum - LME Platts Midwest Premium](#)
- [HRC Steel \(hot-rolled\)](#)
- [Comex Copper](#)

We continue to leverage our global sourcing reach, strategic partnerships and supply chain to supply a broad product portfolio and to maintain dexterity in situations such as these. For information on our global supply chain, please visit our latest [Form 10-K](#). You may also want to read the transcript from our most recent [earnings call](#) for additional information.

We appreciate your continued support during this time.

Sincerely,

Matthew Webster

VP, Utility Channel

RESOLUTION SUMMARY

1. **Short Title Description** – Fire Hydrants Extension of Purchase Order Number 7050908
2. **Requested Funding** – \$0.00
3. **Award Duration** – Twelve-Months covering the period December 1, 2025 through December 1, 2026
4. **Type of Bid** – Extension of Purchase Order #7050908
5. **Awarded To** – Mueller Company LLC
6. **Plain Language Description** – This request is for a twelve-month extension of Purchase Order #7050908 with Mueller Company, LLC for fire hydrants. The estimates for the twelve-month extension are listed below.
 - 23 – Hydrants 6-inch MJ inlet 3-feet bury 3way fire
 - 110 – Hydrants 6-inch MJ inlet 4-feet bury 3way fire
 - 27 – Hydrants 6-inch MJ inlet 5-feet bury 3way fire
7. **Impact** – The fire hydrants will be procured on an as-needed basis to support infrastructure improvement projects and meet specific project requirements.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves a twelve-month extension of Purchase Order Number 7050908 with Mueller Company LLC for fire hydrants.

The twelve-month contract extension secures significant cost savings for the Division by locking in the current unit prices. The fire hydrants will be ordered on an as-needed basis to support infrastructure updates and fulfill project demand.

On October 18, 2023, the Board of Light, Gas, and Water Commissioners approved a twenty-four-month purchase order for fire hydrants in the amount of \$2,055,725.28. Approval is requested to extend Purchase Order Number 7050908 with no increase in funds. The remaining balance left on the purchase order of \$352,372.55 is sufficient for the twelve-month extension. This extension covers the period from December 1, 2025, through December 1, 2026. All existing terms and conditions will remain the same. This extension complies with all applicable laws and policies.

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

THAT, amendment to extend Purchase Order Number 7050908 with Mueller Company LLC for twelve months is approved as outlined in the foregoing preamble.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Von Goodloe Board Meeting Date: 11/5/2025
 Procurement Contracts Specialist: A'Ricka Jackson Purchase Order Number: 7050908
 Purchase Commodity: Fire Hydrants
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Purchasing Department / A'Ricka Jackson / 901-528-4701 / ARjackson@mlgw.org	
Scope: Contract _____ Purchase _____ Other <u>X</u>	The scope of this request is to extend Purchase Order Number 7050908 for twelve months with no increase in the funds.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	Approval is needed to extend Purchase Order Number 7050908 with Mueller Company LLC.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The fire hydrants will be installed in MLGW's infrastructure within Shelby County, Tennessee.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The fire hydrants will be ordered on an as-needed basis to support infrastructure updates and fulfill project demand.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) N/A		

BUDGET:

Amount Requested NO amount requested

20XX Budget*
 Amount Spent Year-to-Date
 20XX Budget Balance Available

Budget Balance After Award

Total	In 20XX Budget Year	After Budget Year
		\$ -
	\$ -	

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

☐ O&M

Project

Expenditure Organization

Expenditure Type

Task

☐ Capital

Comments:

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

APPROVED:

A'Ricka Jackson

Procurement Contracts Specialist II

10.20.25

Date

Rev. 11/01/2018



Memphis Light, Gas and Water Division Interdepartmental Communication

To: Camela Mitchell

Date: October 9, 2025

From: A'Ricka Jackson

Subject: Fire Hydrants - Extend Purchase Order #7050908

In November 2023, a twenty-four-month contract for fire hydrants was established with Mueller Company LLC. A purchase order was subsequently issued for a total of \$2,055,725.28. Mueller Company LLC has agreed to extend the current contract for an additional twelve months. The Division will realize cost savings as a result of Mueller Company's agreement to maintain the current unit prices throughout the twelve-month contract extension. The available funding of \$352,372.55 is adequate to cover the estimated costs for this extension period.

A'Ricka Jackson

A'Ricka Jackson

Procurement Contracts Specialist II



Southeast District Sales
2572 West State Road 426
Suite 2032
Oviedo, FL 32765

phone: 601-760-0173
muellercompany.com

9/2/2025

Memphis Light, Gas and Water

Attn: A'Ricka Jackson

Subject: Offer of 12-Month Contract Extension

Dear Mrs. Jackson,

On behalf of Mueller, I would like to extend our appreciation for the opportunity to serve Memphis Light, Gas and Water under the current hydrant contract. We value the strong relationship that has been built and remain committed to providing dependable products.

As the agreement approaches its renewal period, we are pleased to offer an extension of the current contract for an additional 12 months. All terms and conditions, including current pricing, will remain unchanged during this extension. We believe this extension will ensure continuity, minimize disruptions, and allow us to continue delivering the quality and reliability you expect.

Thank you for your continued trust and partnership. We look forward to serving Memphis Light, Gas and Water in the coming year.

Sincerely,

A handwritten signature in black ink that reads "Scott P. Floyd". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Scott Floyd

SVP, Sales & Marketing

Mueller

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
October 18, 2023

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it award a twenty-four month blanket purchase order to Mueller Company LLC. for fire hydrants in the amount of \$2,055,725.28.

The six-inch diameter fire hydrants are needed to ensure we maintain adequate inventory and will be issued to crews as they are needed for planned jobs and to replace hydrants.

Bids were opened on August 23, 2023. Notice to Bidders was advertised. Four bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of Mueller Company LLC. This award complies with all applicable laws and policies.

The 2023 budgeted amount for Planned Water Maintenance is \$3,000,000.00; the amount spent-to-date is \$79,464.69; leaving a balance of \$2,920,535.31; of which \$200,000.00 will be spent in 2023 on this purchase order; leaving a balance available of \$2,720,535.31 after award; the remaining balance of \$1,855,725.28 to be spent in subsequent budget years as approved; and

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, award of a purchase order to Mueller Company LLC. is approved for furnishing:

72 - Hydrant 6" MJ inlet 3' bury 3-way fire; hydrant, fire, 6", 5-1/4" valve opening, 3-way nozzles, two 2-1/2" hose and one 4" steamer/pumper connection. 3' bury depth, to be furnished with all nozzle caps and painted aluminum. To be made in accordance with Division Specification No. 56-23X6S dated October 12, 2018;

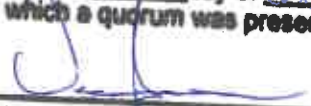
720 - Hydrant 6" MJ inlet 4' bury 3-way fire; hydrant, fire, 6", 5-1/4" valve opening, 3-way nozzles, two 2-1/2" hose and one 4" steamer/pumper connection. 4' bury depth, to be furnished with all nozzle caps and painted aluminum. Hydrants shall be made in accordance with Division

Specification No. 56-23X6S dated October 12, 2018;

144 - Hydrant 6" MJ inlet 5' bury 3-way fire; hydrant, fire, 6", 5-1/4" valve opening, 3-way nozzles, two 2-1/2" hose and one 4" steamer/pumper connection. 5' bury depth, to be furnished with all nozzle caps and painted aluminum. Hydrant shall be made in accordance with Division Specification No. 56-23X6S dated October 12, 2018;

Totaling \$2,055,725.28; f.o.b. Memphis, Tennessee, transportation prepaid; our dock; said prices being firm; terms net 30 days; delivery in 4 weeks.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 18th day of October, 2023, at which a quorum was present.


SVP, CFO & CAO Secretary - Treasurer

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of October 18, 2023 approved a twenty-four month blanket purchase order for the purchase of fire hydrants and is now recommending to the Council of the City of Memphis that it approves said purchase as approved in the 2023 fiscal year budget, and subsequent budget years as approved; and

WHEREAS, the six-inch diameter fire hydrants are needed to ensure we maintain adequate inventory and will be issued to crews as they are needed for planned jobs and to replace hydrants; and

WHEREAS, bids were opened on August 23, 2023. Notice to Bidders was advertised. Four bids were solicited, and three bids were received with the lowest and best complying bidder being the firm of Mueller Company LLC. 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 the purchase of fire hydrants from Mueller Company LLC. in the amount of \$200,000.00 chargeable to the MLGW 2023 fiscal year budget and the remaining balance of \$1,855,725.28 chargeable to subsequent budget years as approved.

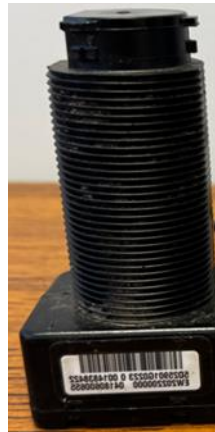
I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date NOV 07 2023

Valerie C. Snipes
Deputy Comptroller-Council Records

RESOLUTION SUMMARY

1. **Short Title Description** – Smart Water Meter Modules
2. **Requested Funding** – \$2,004,900.00
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sole Source
5. **Awarded To** – Wesco Distribution, Inc.
6. **Plain Language Description** – To procure 15,000 Honeywell V4 water modules for integration with existing smart water meters. The modules are essential components for the remote communication of monthly water consumption data. The modules are needed to support ongoing maintenance and repair activities for the smart meter communication network.
7. **Impact** – The V4 water modules will replace aging modules that are failing due to degradation. The timely replacement of failing modules is essential to maintain the integrity of our metering system, ensuring the accurate capture of monthly water consumption data for customer billing.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for smart water meter modules to Wesco Distribution, Inc in the amount of \$2,004,900.00.

The modules are needed to replace damaged and defective equipment. The modules are used to remotely read and collect water usage from smart meters. Replacing failed modules ensures accurate monthly reading and billing of customers' water consumption.

A bid was opened on October 8, 2025, for smart water meter modules from Wesco Distribution, Inc. in accordance with MLGW's Single / Sole Source Policy. Wesco Distribution, Inc. is the sole provider for the smart water meter modules. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Previously Capital Items – Water Meter Shop is \$4,163,000.00; the amount spent year-to-date is \$24,075.00; leaving a balance available of \$4,138,925.00; of which \$2,004,900.00 will be spent on this purchase in subsequent budget year as approved; and

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, awards a purchase order to Wesco Distribution, Inc. is approved for furnishing:

15,000 – Smart water meter modules;

Totaling \$2,004,900.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 26 weeks, terms net 30 days.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved the purchase of smart water meter modules and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the modules are needed to replace damaged and defective equipment. The modules are used to remotely read and collect water usage from smart meters. Replacing failed modules ensures accurate monthly reading and billing of customers' water consumption; and

WHEREAS, a bid was opened on October 8, 2025, for smart water meter modules from Wesco Distribution, Inc. in accordance with MLGW's Single / Sole Source Policy. Wesco Distribution, Inc. is the sole provider for the smart water meter modules. 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 the purchase of smart water meter modules from Wesco Distribution, Inc. in the amount of \$2,004,900.00 chargeable to subsequent budget year as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Timothy Davis
 Specialist: A Ricka Jackson

Board Meeting Date: 11/5/2025
 Requisition Number: 5142547
 Purchase Commodity: Smart Water Meter Modules
 Other (Non-Procurement Items):

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	0702230 Water Meter Shop / Martin Lichterman / 901-320-3900 / Lichterman@mlgw.org	
Scope: Contract _____ Purchase <u>X</u> _____ Other _____	A purchase order will be issued to procure Honeywell communication modules for smart water meters.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	To purchase 15,000 smart water meter modules.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The smart water meter modules will be installed in MLGW's infrastructure within Shelby County, Tennessee.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The modules are needed to measure water consumption and to replace the damaged and defective water modules.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sole Source		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	2,004,900.00	\$ -	\$ 2,004,900.00
\$	4,163,000.00		
\$	24,075.00	\$ 4,138,925.00	
		\$ 4,138,925.00	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Previously Capital Items

0702230 Water Meter Shop

Purch Water Meters

Various

Comments: Approval is contingent upon the 2026 budget approval.

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.07.2025

Date

BID ON SMART WATER METER MODULES							
FOR BOARD MEETING OF NOVEMBER 5, 2025							
		BIDS OPENED ON OCTOBER 8, 2025					
		BASE UNIT: EACH					
BIDDER	ITEM QUANTITY	Line 1 15,000	Total	Local Bidding Preference	Local Bidding Presence	Terms	Delivery
COMPLYING BIDDER	DESCRIPTION	SMART WATER METER MODULES					
Wesco Distribution Inc.		\$133.66	\$2,004,900.00	N/A	N/A	Net 30	26 Weeks
Memphis, TN							
*This is a sole / single source solicitation.							
RECOMMEND AWARD AS FOLLOWS: Wesco Distribution Inc.....			\$2,004,900.00				



June 11, 2025

Memphis Light Gas & Water
220 S. Main St.
Memphis, TN 38103

Dear Jovan Harris;

I hereby certify that Wesco Distribution, Inc. ("Wesco"), located at 225 W. Station Square Dr., Suite 700, Pittsburgh, PA 15219, USA, as of the date listed above is authorized by Honeywell International Inc. ("Honeywell") to distribute, sell, configure and install the products described below (the "Products") in the U.S. Wesco is also authorized to provide training, warranty, commissioning, startup, predictive, preventive, and corrective maintenance to the Products per a commercial agreement with Honeywell. Wesco receives technical, sales, and service support from Honeywell in connection with the Products and currently is the sole-source provider for the Products to MLGW.

PRODUCT CATEGORIES

- *Gatekeepers
- *Routers and repeaters
- *Electricity meters
- *Water modules
- *Light nodes
- *Load control switches
- *Mobile field reading devices, handhelds, and accessories
- *Parts and equipment (meter covers, external antennas, installation kits, etc.)
- *Alpha keys
- *Other products, as developed

CONNECTED SOLUTIONS PRODUCTS

- *Resale of software, software upgrades, and maintenance fees
- *Connexo Software Products and Licenses (NetSense, Insight, FieldSense)

If you have any questions or require additional information, please contact Tom Lindner, Channel Manager at 513-905-8814 or Tom.Lindner@Honeywell.com.

Regards,


Chris Lanker, Jun 11, 2025 12:45 CDT

Chris Lanker, VP & GM Americas



MEMPHIS LIGHT, GAS AND WATER DIVISION
Interdepartmental Memorandum

MARTIN LICHTERMAN, SUPERVISOR WATER METER SHOP
WATER METER SHOP ■ AREA 0702300
PHONE: (901) 320-3900 ■ FAX: (901) 528-7709 ■ MAIL: SS/01-03

To: Timothy Davis, V.P. & Chief Customer Officer

CC: Doug McGowen, President & Chief Executive Officer
 Rodney Cleek, Vice President, CFO & Secretary-Treasurer

From: Martin Lichterman

Date: September 16, 2025

Subject: Purchase Requisition # 5142547 – Honeywell V4 Water Modules

The purpose of this memo is to assist with the MLGW Board and City Council approval process.

APPROVAL REQUESTED:

Purchase of 15,000 Honeywell V4 Water Modules for \$2,004,900.00.

PURPOSE OF PURCHASE:

The materials will be used to replace damaged/defective Water Modules.

VENDOR CHARGES

The current price is \$133.66 each.

POTENTIAL BOARD OR CITY COUNCIL QUESTIONS AND RESPONSES

1. Can you explain the need for these items?

When the Water Modules fail, MLGW is unable to obtain a remote reading from the smart meter. These items are needed to ensure that MLGW staff and UPA contractors have an ample supply of water modules to replace the damaged/defective water modules in the field.

2. Will UPA and MLGW be using these materials?

Both MLGW and UPA will be using the materials to replace defective equipment.

3. Are we tracking the number of Honeywell Modules replaced linked to the billing issues?

Yes, MLGW is tracking the registers that are being changed. Since 2020, MLGW has replaced 35,685 smart meter modules.

4. Where are we with Badger/Elster/Honeywell and them making this right to reimburse MLGW for damages?

MLGW is continuing negotiations with Elster (Honeywell) and formally requested that the vendor replace all V3 Water Modules with the updated V4 model at no cost to MLGW.



Memphis Light, Gas and Water

Single Source Procurement Justification Form

- This form must be attached to the Purchase Requisition for the procurement of material and contract request form for services.
- Purchases made using this process must follow MLGW's Single/Sole Source Procurement Policy and Procedures.
- This is a one-time approval for the purchase listed below. Future purchases must be separately approved.

Date	Initiator	Requesting Manager	Department
10/21/25	Martin Lichterman	W. Frank Fletcher	Water Meter Shop
Vendor	Cost	Brief Description of Procurement	
Honeywell / Wesco Distribution	\$2,004,900 (\$133.66 x 15k units)	Honeywell Smart Water Meter V4 Communication Module	
Why is this a single source procurement? Select all that apply. (Attach required supporting documentation.)			
☒ Vendor is the sole provider of a licensed or patented service or commodity. ☒ Vendor is the sole provider of unique equipment or products not offered by others. ☐ Other considerations which require the use of a "Single Source" purchase.			
Answer the following questions pertaining to this procurement.			
Why is this service or commodity needed?	The module is required for adding or replacing smart water meter communication devices to maintain accurate billing and system reliability.		
Can requirements be modified so the service or commodity can be competitively bid? If no, what are the specific requirements that prevent this service or commodity from being competitively bid.	The products are a proprietary of Honeywell and can only be purchased through a Honeywell Distributor.		
Explain why there are no other comparable services or commodities that will suffice.	Honeywell is the sole manufacturer of the module, which is specifically designed to operate with our Honeywell smart meter system. No other product is compatible due to proprietary software and communication protocols		
Describe your efforts to identify other potential sources (i.e., what methods were used to determine that a lack of competition exists for this service or commodity).	We reviewed available vendors and confirmed that the module is system-specific to Honeywell. Due to proprietary design and network requirements, no other vendors can produce a compatible product for our current smart meter system.		
What would your department do if the commodity or service were no longer available?	Without the module, billing operations would be severely disrupted, requiring us to either estimate some customers' water consumption or transition to a new metering system, leading to substantial costs and delays.		

Initiator represents and warrants the information provided herein is accurate to the best of the initiator's knowledge.

Initiator Signature Martin Lichterman Printed Name 10/27/25 Date	Requesting Manager <i>If applicable</i> Signature W. Frank Fletcher Printed Name 10/27/25 Date	Director's Approval <i>If applicable</i> _____ Signature _____ Printed Name _____ Date	Vice President's Approval Signature Timothy Davis Printed Name 10/27/25 Date
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AWARD RECOMMENDATION

To: Wilbur Fletcher

From: **Procurement Contracts Specialist II:** A'Ricka Jackson

Date: 10/10/2025

Requisition #: 5142547 Bid on: Smart Water Meter Modules

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:

2. RECOMMENDATION:

A. Which bid(s) do you recommend? Wesco Distribution, Inc.

B. Does this meet specifications as per your request and/or as advertised? YES ☒ NO ☐

If No, is the variance considered: MINOR ☐ or MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☒ NO ☐

If no, list the bids that are low; but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Martin Lichterman
Area Supervisor or designee

SIGNATURE A'Ricka Jackson
Procurement Contracts Specialist II

SIGNATURE Martin Lichterman

DATE 10/10/2025

DATE 10/10/2025

PHONE 901-320-3900

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY

1. **Short Title Description** – Water Meter Registers
2. **Requested Funding** – \$1,048,950.00
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sole Source
5. **Awarded To** – Badger Meter Incorporated
6. **Plain Language Description** – To procure 15,000 registers to sustain our remote water consumption monitoring system, which is critical for accurate billing, leak detection, and operational efficiency. The estimated quantities are outlined below.
 - 14,500 – 5/8 x 3/4 Badger meter registers
 - 500 – One-Inch Badger meter registers
7. **Impact** – The water meter registers will replace defective liquid crystal display (LCD) registers.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for water meter registers to Badger Meter Incorporated in the amount of \$1,048,950.00.

The water meter registers are needed to replace defective digital liquid crystal display (LCD) registers. Replacing the failed registers will ensure customers receive accurate bills for their water consumption.

A bid was opened on October 8, 2025, for water meter registers from Badger Meter Incorporated in accordance with MLGW's Single / Sole Source Policy. Badger Meter Incorporated is the sole provider for the replacement registers. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Previously Capital Items – Water Meter Shop is \$4,163,000.00; the amount spent year-to-date is \$24,075.00; leaving a balance available of \$4,138,925.00; of which \$1,048,950.00 will be spent on this purchase in 2025; leaving a balance available of \$3,089,975.00; and

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, awards a purchase order to Badger Meter Incorporated is approved for furnishing:

14,500 – 5/8 x 3/4 Badger meter registers;

500 – One-Inch Badger meter registers;

Totaling \$1,048,950.00; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in two weeks, terms net 30 days.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved the purchase of water meter registers and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the water meter registers are needed to replace defective digital liquid crystal display (LCD) registers. Replacing the failed registers will ensure customers receive accurate bills for their water consumption; and

WHEREAS, a bid was opened on October 8, 2025, for water meter registers from Badger Meter Incorporated in accordance with MLGW's Single / Sole Source Policy. Badger Meter Incorporated is the sole provider for the replacement meter parts. 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 the purchase of water meter registers from Badger Meter Incorporated in the amount of \$1,048,950.00 chargeable to the MLGW 2025 fiscal year budget.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Timothy Davis
 Specialist: A'Ricka Jackson

Board Meeting Date: 11/5/2025
 Requisition Number: 5141185
 Purchase Commodity: Water Meter Registers
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Water Meter Shop / Martin Lichterman / 901-320-3900 / Mlichterman@mlgw.org	
Scope: Contract _____ Purchase <u>X</u> _____ Other _____	A purchase order will be issued to procure water meter registers.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	To purchase 15,000 water meter registers.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The water meter registers will be installed at various MLGW jobsites in Shelby County, Tennessee.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	To ensure MLGW crews and the contractor, UPA, have a sufficient supply of replacement components, analog registers are required to replace damaged or defective LCD registers.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sole Source		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
Amount Requested	\$ 1,048,950.00	\$ 1,048,950.00	\$ -
2025 Budget*	\$ 4,163,000.00		
Amount Spent Year-to-Date	\$ 24,075.00		
2025 Budget Balance Available		\$ 4,138,925.00	
Budget Balance After Award		\$ 3,089,975.00	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Previously Capital Items

702230 Water Meter Shop

Purch Water Meters

Various

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.07.2025

Date

Rev. 11/01/2018

BID ON WATER METER REGISTERS								
FOR BOARD MEETING OF NOVEMBER 5, 2025								
		BIDS OPENED ON OCTOBER 8, 2025						
		BASE UNIT: EACH						
BIDDER	ITEM QUANTITY	Line 1	Line 2	Total	Local Bidding Preference	Local Bidding Presence	Terms	Delivery
COMPLYING BIDDER	DESCRIPTION	5/8 x 3/4 Badger meter registers	One-Inch Badger meter registers					
Badger Meter Incorporated		\$69.93	\$69.93	\$1,048,950.00	N/A	N/A	Net 30	2 Weeks
Milwaukee, WI								
*This is a sole / single source solicitation.								
RECOMMEND AWARD AS FOLLOWS: Badger Meter Incorporated				\$1,048,950.00				



MEMPHIS LIGHT, GAS AND WATER DIVISION
Interdepartmental Memorandum

MARTIN LICHTERMAN, SUPERVISOR WATER METER SHOP
WATER METER SHOP ■ AREA 0702300
PHONE: (901) 320-3900 ■ FAX: (901) 528-7709 ■ MAIL: SS/01-03

To: Timothy Davis, V.P. & Chief Customer Officer

CC: Doug McGowen, President & Chief Executive Officer
 Rodney Cleek, Vice President, CFO & Secretary-Treasurer

From: Martin Lichterman

Date: September 16, 2025

Subject: Purchase Requisition # 5141185 – Badger Water Meter Registers

The purpose of this memo is to assist with the MLGW Board and City Council approval process.

APPROVAL REQUESTED:

Purchase of 15,000 Badger water (analog) registers in the amount of \$1,048,950.

PURPOSE OF PURCHASE:

The materials will be used to replace damaged/defective LCD water registers.

VENDOR CHARGES

The current price is \$69.93 each.

POTENTIAL BOARD OR CITY COUNCIL QUESTIONS AND RESPONSES

1. Can you explain the need for these items?

When the LCD registers fail, MLGW is unable to obtain a reading on the water meter and thus unable to bill customers for their water consumption. These items are needed to ensure that MLGW staff and UPA contractors have an ample supply of analog registers to replace the damaged/defective LCD registers in the field.

2. Will UPA and MLGW be using these materials?

Both MLGW and UPA will be using the materials to replace defective equipment.

3. Are we tracking the number of registers replaced linked to the defective registers?

Yes, MLGW is tracking the registers that are being changed. Since 2020, MLGW has replaced 54,251 registers.

4. Where are we with Badger/Elster/Honeywell and them making this right to reimburse MLGW for damages?

MLGW is continuing negotiations with Elster (Honeywell) and formally requested that the vendor replace all digital water registers with analog water registers at no cost to MLGW.



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

April 30, 2025

Mr. Wilbur (Frank) Fletcher
Manager Water Services
Memphis Light, Gas & Water
PO Box 430
Memphis, TN 38101

RE: Sole Source Letter

Dear Mr. Fletcher:

This letter will confirm that Badger Meter is the sole source provider of E-Series® Ultrasonic Meters, Recordall® Disc Meters, Recordall Compound Series/Combo Meters, Recordall Turbo Series Meters, HR-E® Encoders and ORION® Endpoints for Memphis Light, Gas & Water.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A blue ink signature of Matthew B. Gieseke, written in a cursive style.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead



Memphis Light, Gas and Water

Single Source Procurement Justification Form

- This form must be attached to the Purchase Requisition for the procurement of material and contract request form for services.
- Purchases made using this process must follow MLGW's Single/Sole Source Procurement Policy and Procedures.
- This is a one-time approval for the purchase listed below. Future purchases must be separately approved.

Date	Initiator	Requesting Manager	Department
4/28/25	Martin Lichterman	Wilbur Fletcher	Water Meter Shop
Vendor	Cost	Brief Description of Procurement	
Badger Meter	\$69.93	Badger Water Meter Register	
Why is this a single source procurement? Select all that apply. (Attach required supporting documentation.)			
☒ Vendor is the sole provider of a licensed or patented service or commodity. ☒ Vendor is the sole provider of unique equipment or products not offered by others. ☐ Other considerations which require the use of a "Single Source" purchase.			
Answer the following questions pertaining to this procurement.			
Why is this service or commodity needed?		Replace defective water meter registers	
Can requirements be modified so the service or commodity can be competitively bid? If no, what are the specific requirements that prevent this service or commodity from being competitively bid.		No Badger is the only company that makes replacement parts for their meters	
Explain why there are no other comparable services or commodities that will suffice.		Every meter company makes its replacement parts that are exclusive to their meters.	
Describe your efforts to identify other potential sources (i.e., what methods were used to determine that a lack of competition exists for this service or commodity.)		Talked to Badger and they do not have distributors for their meters or parts.	
What would your department do if the commodity or service were no longer available?		We would have to change the whole meter out for another meter manufacturer.	

Initiator represents and warrants the information provided herein is accurate to the best of the initiator's knowledge.

Initiator Signed by:  _____ Signature Martin Lichterman _____ Printed Name 5/6/2025 _____ Date	Requesting Manager If applicable Signed by:  _____ Signature W. Frank Fletcher _____ Printed Name 5/6/2025 _____ Date	Director's Approval If applicable _____ Signature _____ Printed Name _____ Date	Vice President's Approval DocuSigned by:  _____ Signature Timothy Davis _____ Printed Name 5/12/2025 _____ Date
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RESOLUTION SUMMARY

1. **Short Title Description** – Gas Smart Meters and Equipment
2. **Requested Funding** – \$1,980,389.94
3. **Award Duration** – One-Time Purchase
4. **Type of Bid** – Sole Source
5. **Awarded To** – Ed Young Sales Company, Inc.
6. **Plain Language Description** – To procure gas smart meters and equipment in the specified quantities listed below. The gas smart meters and equipment are used to measure gas consumption. Data is remotely collected for accurate customer billing.
 - 2,000 – AC250TC gas meters
 - 250 – AL425TC gas meters with dial face index
 - 50 – 3.5M RABO with V3 modules installed
 - 50 – 5.5M RABO with V3 modules installed
 - 50 – 9M RABO with V3 modules installed
 - 50 – 14M RABO with V3 modules installed
 - 10 – 23M (4-inch) RABO with V3 modules installed
 - 5 – 23M (6-inch) RABO w/ V3 modules installed
 - 3,000 – V4 modules for diaphragms
 - 3,000 – Bracket kits for V4 modules
 - 25,000 – 2-feet, 4 CIR, TC, PT index
 - 250 – 2-feet, 5CIR, TC, PT index
 - 1,667 – Security seals bagged 60/bag
 - 15,000 – Index box assy (vented, UV)
 - 15,000 – Housing gasket, AMCO RES
7. **Impact** – The gas smart meters and equipment will be installed in new residential, commercial, and industrial developments, as well as used to replace defective units.



EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards a purchase order for gas smart meters and equipment to Ed Young Sales Company, Inc. in the amount of \$1,980,389.94.

The gas smart meters and equipment are used to measure gas consumption for customer billing. The meters and equipment will be installed in new residential, commercial, and industrial developments, as well as used to replace defective units.

A bid was opened on June 14, 2025, for gas smart meters and equipment from Ed Young Sales Company, Inc. in accordance with MLGW's Single / Sole Source Policy. Ed Young Sales Company, Inc. is the sole provider for the gas smart meters and equipment. This award complies with all applicable laws and policies.

The 2025 budgeted amount for Previously Capital Items – Gas Meter Shop is \$3,900,000.00; the amount spent year-to-date is \$1,823.40; leaving a balance available of \$3,898,176.60; of which \$1,980,389.94 will be spent on this purchase in subsequent budget year as approved; and

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, awards a purchase order to Ed Young Sales Company, Inc. is approved for furnishing:

2,000 – AC250TC gas meters;

250 – AL425TC gas meters with dial face index;

50 – 3.5M RABO with V3 modules installed;

50 – 5.5M RABO with V3 modules installed;

50 – 9M RABO with V3 modules installed;

50 – 14M RABO with V3 modules installed;

10 – 23M (4-inch) RABO with V3 modules installed;

5 – 23M (6-inch) RABO with V3 modules installed;

3,000 – V4 modules for diaphragms;

3,000 – Bracket kits for V4 modules;

25,000 – 2-feet, 4 CIR, TC, PT index;

250 – 2-feet, 5CIR, TC, PT index;

1,667 – Security seals bagged 60/bag;

15,000 – Index box assy (vented, UV);

15,000 – Housing gasket, AMCO RES;

Totaling \$1,980,389.94; f.o.b. Memphis, Tennessee, our dock; transportation prepaid; said prices being firm; the quantities are for estimation purposes only and do not create a commitment for MLGW to purchase any specific minimum or maximum quantity, with actual purchases to be made according to operational needs, not to exceed the approved total expenditure; delivery in 28-30 weeks, terms net 30 days.

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved the purchase of gas smart meters and equipment and is now recommending to the Council of the City of Memphis that it approves said purchase; and

WHEREAS, the gas smart meters and equipment are used to measure gas consumption for customer billing. The meters and equipment will be installed in new residential, commercial, and industrial developments, as well as used to replace defective units; and

WHEREAS, a bid was opened on June 14, 2025, for gas smart meters and equipment from Ed Young Sales Company, Inc. in accordance with MLGW's Single / Sole Source Policy. Ed Young Sales Company, Inc. is the sole provider for the gas smart meters and equipment. 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 the purchase of gas smart meters and equipment from Ed Young Sales Company, Inc. in the amount of \$1,980,389.94 chargeable to subsequent budget year as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Timothy Davis
 Procurement Contracts Specialist: Jovan Harris

Board Meeting Date: 11/5/2025
 Requisition Number: 5141183
 Purchase Commodity: Gas Smart Meters and Equipment
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Gas Meter Shop / W. Frank Fletcher / 901-334-6362 / wfletcher1@mlgw.org	
Scope: Contract _____ Purchase <u>X</u> _____ Other _____	A purchase order will be issued to procure gas smart meters and equipment.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	To purchase various types of gas smart meters and equipment.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The gas smart meters and equipment will be installed at various MLGW gas meter locations within Shelby County, Tennessee.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The equipment will replace existing equipment and be installed in new residential, commercial, and industrial locations.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) RFQ		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

Total	In 2025 Budget Year	After Budget Year
\$ 1,980,389.94	\$ -	\$ 1,980,389.94
\$ 3,900,000.00		
\$ 1,823.40		
	\$ 3,898,176.60	
	\$ 3,898,176.60	

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

☐ O&M☒ Capital

Project

Expenditure Organization

Expenditure Type

Task

Previously Capital Items

0702220 Gas Meter Shop

Purch Gas Meters - GMB1

Gas Meters - GMB1

Comments: Approval contingent on the 2026 budget approval.

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

APPROVED:

Ronda Croft

Budget & Financial Planning

09.22.2025

Date

Rev. 11/01/2018

BID ON GAS SMART METERS AND EQUIPMENT											
FOR BOARD MEETING OF NOVEMBER 5, 2025		BID OPENED ON JUNE 14, 2025									
		BASE UNIT: EACH									
BIDDER	ITEM QUANTITY	Line 1	Line 2	Line 3	Line 4	Line 5	Line 6	Line 7	Line 8	Line 9	Line 10
		2,000	250	50	50	50	50	10	5	3,000	3,000
COMPLYING BIDDER	DESCRIPTION	AC250TC Gas Meter	AL425TC Gas Meter with dial face index	3.5M RABO w/ V3 Modules Installed	5.5M RABO w/ V3 Modules Installed	9M RABO w/ V3 Modules Installed	14M RABO w/ V3 Modules Installed	23M (4") RABO w/ V3 Modules Installed	23M (6") RABO w/ V3 Modules Installed	V4 Modules for Diaphragms	Bracket kits for V4 Modules
Ed Young Sales Company, Inc. Mt. Holly, NC		\$172.91	\$490.14	\$2,140.61	\$2,817.05	\$3,535.55	\$4,231.40	\$6,788.25	\$9,054.53	\$96.02	\$4.76
*NOTE: This is a sole/single source solicitation.											
		Line 11	Line 12	Line 13	Line 14	Line 15	Total	Local Bidding Preference	Local Bidding Presence	Terms	Delivery
		25,000	250	1,667	15,000	15,000					
COMPLYING BIDDER		2', 4 CIR, TC, PT INDEX	2', 5CIR, TC, PT INDEX	SECURITY SEALS BAGGED 60/BAG	INDEX BOX ASSY (VENTED, UV)	HOUSING GASKET, AMCO RES					
Ed Young Sales Company, Inc. Mt. Holly, NC		\$12.50	\$12.50	\$18.68	\$4.90	\$2.67	\$1,980,389.94	N/A	N/A	Net 30	28-30 Weeks
*NOTE: This is a sole/single source solicitation.											
RECOMMEND AWARD AS FOLLOWS: Ed Young Sales Company, Inc.....		\$1,980,389.94									



MEMPHIS LIGHT, GAS AND WATER DIVISION
Interdepartmental Memorandum

W. FRANK FLETCHER, MANAGER
METER SERVICES ■ AREA 0702200
PHONE: (901) 334-6362 ■ FAX: (901) 528-7709 ■ MAIL: NCS – 205

TO: Jovan Harris
FROM: W. Frank Fletcher, Manager
DATE: October 27, 2025
SUBJECT: Request for Quotation – Ed Young Sales

Jovan,

Per this memo, I have reviewed the quote from Ed Young Sales and approve the cost and quantities as outlined in the quote for the purchase of gas smart meters and equipment.

DocuSigned by:
Approved: W. Frank Fletcher 10/27/2025
B7B21D6CEB9E4C7...
W. Frank Fletcher, Manager Metering Services Date

CC: Lawrence Dunlap – Supervisor, Gas Meter Shop



MEMPHIS LIGHT, GAS AND WATER DIVISION
Interdepartmental Memorandum

W. FRANK FLETCHER, MANAGER
METER SERVICES DEPARTMENT ■ AREA 0702200
PHONE: (901) 334-6362 ■ FAX: (901) 528-7709 ■ MAIL: NB/01-286

To: Timothy Davis, V.P. & Chief Customer Officer

CC: Doug McGowen, President & Chief Executive Officer
 Rodney Cleek, Vice President, CFO & Secretary-Treasurer

From: W. Frank Fletcher

Date: September 16, 2025

Subject: Resolution #11293 – Gas Smart Meters and Equipment

The purpose of this memo is to assist with the MLGW Board and City Council approval process.

Approval Requested

Approval to proceed with Board Resolution #11293 for the purchase of gas smart meters, awarding the bid amount of \$1,980,389.94 to Ed Young Sales.

Business Purpose

To purchase gas meters and AMI-enabling equipment for new residential, commercial, and industrial customers, as well as the replacement of failing smart meter components.

Vendor Selection

Following RFQ 1800312, Ed Young Sales was selected as the winning bidder for the gas smart meters.

POTENTIAL BOARD OR CITY COUNCIL QUESTIONS AND RESPONSES

1. Is the purchase of these gas smart meters the result of defective/damaged equipment that affected billing customers?

Yes, a portion of the order is to replace failing equipment (e.g., indexes, modules, wrigglers); however, most of the purchase is to procure meters and equipment for new residential, commercial, and industrial customers.

2. Will UPA and MLGW be using these materials?

Yes, both MLGW and Utility Partners of America (UPA) will be using the materials to replace defective equipment.

3. Are we tracking the number of gas meter components and equipment to be replaced?

Yes, MLGW and UPA have combined to replace 22,268 gas indexes, 19,299 wrigglers, and 2,370 modules.

4. Is Honeywell reimbursing MLGW for damaged equipment?

MLGW is continuing negotiations with Honeywell and formally requested that the vendor replace all gas indexes, wrigglers, and V3 modules at no cost to MLGW.



MEMPHIS LIGHT, GAS AND WATER DIVISION
Interdepartmental Memorandum

W. FRANK FLETCHER, MANAGER
METER SERVICES DEPARTMENT ■ AREA 0702200
PHONE: (901) 334-6362 ■ MAIL: NC/01-08

To: Jovan Harris

From: W. Frank Fletcher

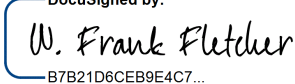
Date: October 23, 2025

Subject: **Purchase RFQ 1800312 (Gas Smart Meters Parts and Accessories)**

This memorandum provides an update on the delay associated with processing RFQ 1800312.

Since early 2025, the MLGW Executive Leadership Team has been engaged in negotiations with Honeywell to finalize an agreement for the replacement of defective gas and water equipment.

In consideration of these ongoing discussions, a decision was made to defer the procurement of replacement equipment in anticipation of securing the necessary components at a discounted rate—or potentially at no cost to the Division. However, given the critically low inventory levels currently impacting both the Water and Gas Meter Shops, it has become operationally necessary to proceed with the purchase to ensure continuity of service and support ongoing field operations.

DocuSigned by:

B7B21D6CEB9E4C7...

10/23/2025

W. Frank Fletcher, Manager Meter Services

Date



June 6, 2025

Memphis Light Gas & Water
220 S. Main St.
Memphis, TN 38103

Dear Jovan Harris;

I hereby certify that Ed Young Sales Company (EYSCO), located at 136 Patrick Road, Gastonia, North Carolina 28056 as of the date listed above is authorized by Honeywell International Inc. ("Honeywell") to distribute, sell, configure and install the products described below (the "Products") in the U.S. EYSCO is also authorized to provide training, warranty, commissioning, startup, predictive, preventive, and corrective maintenance to the Products per a commercial agreement with Honeywell. EYSCO receives technical, sales, and service support from Honeywell in connection with the Products and currently is the sole-source provider for the Products to Memphis Light Gas & Water.

PRODUCT CATEGORIES

- *Gas meters
- *Gas Modules and accessories
- *Parts and equipment (meter covers, installation kits, etc.)

If you have any questions or require additional information, please contact Tovarish Holley, Channel Manager at 513-905-8814 or Thomas.Lindner@Honeywell.com.

Regards,

A handwritten signature in black ink, appearing to read "Chris Lanker".

[Chris Lanker \(Jun 11, 2025 12:05 EDT\)](#)

Chris Lanker, VP & GM Americas

Honeywell Smart Energy
208 South Rogers Lane
Raleigh, NC 27610



Memphis Light, Gas and Water

Single Source Procurement Justification Form

- This form must be attached to the Purchase Requisition for the procurement of material and contract request form for services.
- Purchases made using this process must follow MLGW's Single/Sole Source Procurement Policy and Procedures.
- This is a one-time approval for the purchase listed below. Future purchases must be separately approved.

Date	Initiator	Requesting Manager	Department
06/02/25	Lawrence Dunlap	W. Frank Fletcher	Gas Meter Shop
Vendor	Cost	Brief Description of Procurement	
Ed Young Sales	\$1,880,869.51	Gas Smart Meters w/Rotary Dial Index; RABO Meters w/Modules; V4 Modules	
Why is this a single source procurement? Select all that apply. (Attach required supporting documentation.)			
☒ Vendor is the sole provider of a licensed or patented service or commodity. ☒ Vendor is the sole provider of unique equipment or products not offered by others. ☐ Other considerations which require the use of a "Single Source" purchase.			
Answer the following questions pertaining to this procurement.			
Why is this service or commodity needed?	Gas Smart meters and equipment required for new construction and the replacement of damaged meters.		
Can requirements be modified so the service or commodity can be competitively bid? If no, what are the specific requirements that prevent this service or commodity from being competitively bid.	Ed Young Sales is the Distributor for Honeywell in this region. Honeywell requires MLGW to purchase equipment through their Distributor.		
Explain why there are no other comparable services or commodities that will suffice.	Elster (Honeywell) is the manufacturer of the gas meters and indexes and their products are exclusively deployed in the field		
Describe your efforts to identify other potential sources (i.e., what methods were used to determine that a lack of competition exists for this service or commodity.)	Honeywell has issued written notification that Ed Young Sales is their Distributor for gas meter equipment		
What would your department do if the commodity or service were no longer available?	MLGW Smart Meter program would have to be abandoned and rebuilt from scratch.		

Initiator represents and warrants the information provided herein is accurate to the best of the initiator's knowledge.

Initiator

Requesting Manager

Director's Approval

Vice President's Approval

If applicable

If applicable

DocuSigned by:

DocuSigned by:

DocuSigned by:

Lawrence Dunlap

W. Frank Fletcher

Timothy Davis

Signature

Signature

Signature

Signature

Lawrence Dunlap

W. Frank Fletcher

N/A

Timothy Davis

Printed Name

Printed Name

Printed Name

Printed Name

6/3/2025

6/3/2025

6/3/2025

Date

Date

Date

Date

AWARD RECOMMENDATION

To: Frank Fletcher

From: **Procurement Contracts Specialist II:** Jovan Harris

Date: 7/18/2025

Requisition #: 5141183 Bid on: Gas Smart Meters and Equipment

Attached are bid(s) for items requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Procurement Specialist as soon as possible.

1. PROCUREMENT COMMENTS:

This is a sole source purchase.

2. RECOMMENDATION:

A. Which bid(s) do you recommend? Ed Young Sales Company, Inc.

B. Does this meet specifications as per your request and/or as advertised? YES ☒ NO ☐

If No, is the variance considered: MINOR ☐ or MAJOR ☐

Explain:

C. Is the recommendation the lowest bid received? YES ☒ NO ☐

If no, list the bids that are low; but which you believe **DO NOT** meet specifications and list reasons why each does not meet specifications. Please attach a memo of explanation to this form, if necessary. If recommendation is based on local bidding preference or earliest delivery based on need, please include in your recommendation.

(attach an additional sheet if further comment or explanation is required)

PRINT NAME Frank Fletcher
Area Supervisor or designee

SIGNATURE Jovan Harris
Procurement Contracts Specialist II

SIGNATURE Frank Fletcher

DATE 7/18/2025

DATE 7/18/2025

PHONE 901-334-6362

3. PROCUREMENT ACTION/RECOMMENDATION(S): (Purchasing to complete)

This award complies with all applicable laws and policies.

Revised 6/23/2025

RESOLUTION SUMMARY**RESOLUTION SUMMARY**

- 1. Short Title Description – Contract No. 12236 – Meter Support Maintenance**
- 2. Requested Funding – \$1,000,397.00**
- 3. Award Duration – Increase (January 1, 2021 through December 31, 2026)**
- 4. Type of Bid – Sole Source**
- 5. Awarded To – Elster Solutions, LLC (*formerly Honeywell International, Inc.*)**
- 6. Plain Language Description – This is to increase the value of the software maintenance agreement for the head-end and meter data management (MDM) applications.**
- 7. Impact – Without the application, MLGW would not be able to read or communicate with smart meters in the field. Also, MLGW would not be able to remotely connect and disconnect electric meters.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Increase (*Change No. 3*) to Contract No. 12236, Meter Support Maintenance with Elster Solutions, LLC (*formerly Honeywell International, Inc.*) to increase the current contract in the funded not-to-exceed amount of \$1,000,397.00.

The project scope is to allow Elster Solutions, LLC (*formerly Honeywell International, Inc.*) as a sole source provider to provide software maintenance, license, and support services for MLGW's metering infrastructure, which can only be provided by Elster Solutions, LLC (*formerly Honeywell International, Inc.*) due to Honeywell's metering platform currently integrated with MLGW's existing Customer Information System (CIS) and Advanced Metering System (AMI) systems. An interruption in service would directly impact MLGW customers. The contract award was selected based on the Sole Source procurement process.

This change is to increase the contract value for the software maintenance agreement for the head-end and meter data management (MDM) applications in the amount of \$1,000,397.00. The contract was not negotiated due to the increased amount of 3.8% being below the current Consumer Price Index (CPI) of 6.821%. The contract term will remain through December 31, 2026. This sole source increase complies with all applicable laws and policies. The new contract value is \$6,678,867.00.

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 Increase (*Change No. 3*) to Contract No. 12236, Meter Support Maintenance with Elster Solutions, LLC (*formerly Honeywell International, Inc.*) in the funded not-to-exceed amount of \$1,00,397.00, as outlined in the foregoing preamble, is approved and further,

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved Increase (*Change No. 3*) to Contract No. 12236, Meter Support Maintenance with Elster Solutions, LLC (*formerly Honeywell International, Inc.*) to increase the current contract in the funded not-to-exceed amount of \$1,000,397.00, and is now recommending to the Council of the City of Memphis that it approves said increase as approved; and

WHEREAS, the project scope is to allow Elster Solutions, LLC (*formerly Honeywell International, Inc.*) as a sole source provider to provide software maintenance, license, and support services for MLGW's metering infrastructure, which can only be provided by Elster Solutions, LLC (*formerly Honeywell International, Inc.*) due to Honeywell's metering platform currently integrated with MLGW's existing Customer Information System (CIS) and Advanced Metering System (AMI) systems. An interruption in service would directly impact MLGW customers. The contract award was selected based on the Sole Source procurement process; and

WHEREAS, this change is to increase the contract value for the software maintenance agreement for the head-end and meter data management (MDM) applications in the amount of \$1,000.397.00. The contract was not negotiated due to the increased amount of 3.8% being below the current Consumer Price Index (CPI) of 6.821%. The contract term will remain through December 31, 2026. This sole source increase complies with all applicable laws and policies. The new contract value is \$6,678,867.00; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Increase (*Change No. 3*) to Contract No. 12236, Meter Support Maintenance with Elster Solutions, LLC (*formerly Honeywell International, Inc.*) to increase the current contract in the funded not-to-exceed amount of \$1,000,397.00 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Timothy Davis
 Procurement Contracts Specialist: TaShay Yates

Board Meeting Date: 11/5/2025
 Contract Number: 12236
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	0702200 / W. Frank Fletcher / (901) 334-6362 / wfletcher1@mlgw.org	
Scope: Contract ☒ Purchase _____ Other _____	The project scope is to allow Elster Solutions, LLC (formerly Honeywell International, Inc.) as a sole source provider to provide software maintenance, license, and support services for MLGW's metering infrastructure.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This change is to increase the contract value for the software maintenance agreement for the head-end and meter data management (MDM) applications through December 31, 2026.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at the MLGW Netters Business Center.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to provide software maintenance, license and support services.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sole Source		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	1,000,397.00	\$ -	\$ 1,000,397.00
\$	15,054,060.00		
\$	6,836,499.32	\$ 8,217,560.68	
		\$ 7,217,163.68	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

Information Technology

0352300 Information Technology

IS Other

Admin Expense

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

10.03.2025

Date

Rev. 11/01/2018

Contractor:

Elster Solutions, LLC (formerly Honeywell International, Inc.)
11/5/2025

Contract Number: 12236

Actions		Date	Amount
Original Award 12.21.2020		Award	\$5,253,180.00
Ratification and Increase (Change Order No. 1)	This change was to ratify and change the current contract in the funded-not-exceed amount of \$145,259.00. Additional funding is being requested for the emergency purchase of the following equipment: 35 handhelds, 60 bluetooth belt clips, and six (6) handheld docking stations that were provided by Honeywell. Additional equipment is required by Honeywell to install, troubleshoot, and verify gas and water meter installations for the emergency delayed bills project. The handhelds will be used by Utility Partners of America to work on MLGW's meters. The contract term will remain through December 31, 2026.	7/19/2023	\$145,259.00
Ratification and Increase (Change Order No. 2)	This change was to ratify and change the current contract to add additional emergency equipment: 50 handhelds, 25 Bluetooth belt clips, and four (4) handheld docking stations in the amount of \$195,031.00. MLGW is requesting contingency funds in the amount of \$85,000.00 for the purchase of additional equipment as needed. Additional equipment is required by Honeywell to install, troubleshoot, and verify gas and water meter installations for the emergency delayed bills project. The handhelds will be used by Utility Partners of America to work on MLGW's meters. The contract term will remain through December 31, 2026.	3/19/2025	\$280,031.00
Contract Balance			\$5,678,470.00
Amount Paid to Date as of 10.13.25			\$5,610,154.80
Current Contract Balance			\$68,315.20
Increase (Change Order No. 3)	<i>This change is to increase the current software maintenance agreement for the head-end and meter data management (MDM) applications in the amount of \$1,000,397.00. The contract was not negotiated due to the increased amount of 3.8% being below the current Consumer Price Index (CPI) of 6.821%. The contract term will remain through December 31, 2026.</i>	11/5/2025	\$1,000,397.00
Available Balance			\$1,068,712.20
Cumulative Contract Value			\$6,678,867.00
Note: MLGW's Meter Services Department will utilize the remaining contract balance to purchase additional handhelds for next year's project through the current term of December 31, 2026.			

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION CONTRACT CHANGE NO. 3
 CITY OF MEMPHIS DATE OF CHANGE NOVEMBER 5, 2025
 CONTRACT NUMBER 12236 SHEET 1 OF 4

TO: THOMAS LINDER

ELSTER SOLUTIONS, LLC (FORMERLY HONEYWELL INTERNATIONAL, INC.)

4246 GLENSTREAM DRIVE

BATAVIA, OH 45103

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. CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT SCOPE IS TO ALLOW ELSTER SOLUTIONS, LLC (FORMERLY HONEYWELL INTERNATIONAL, INC.) AS A SOLE SOURCE PROVIDER TO PROVIDE SOFTWARE MAINTENANCE, LICENSE, AND SUPPORT SERVICES FOR MLGW'S METERING INFRASTRUCTURE, WHICH CAN ONLY BE PROVIDED BY ELSTER SOLUTIONS, LLC (FORMERLY HONEYWELL INTERNATIONAL, INC.) DUE TO HONEYWELL'S METERING PLATFORM CURRENTLY INTEGRATED WITH MLGW'S EXISTING CUSTOMER INFORMATION SYSTEM (CIS) AND ADVANCED METERING SYSTEM (AMI) SYSTEMS. AN INTERRUPTION IN SERVICE WOULD DIRECTLY IMPACT MLGW CUSTOMERS. THE CONTRACT AWARD WAS SELECTED BASED ON THE SOLE SOURCE PROCUREMENT PROCESS.

THIS CHANGE IS TO INCREASE THE CONTRACT VALUE FOR THE SOFTWARE MAINTENANCE AGREEMENT FOR THE HEAD-END AND METER DATA MANAGEMENT (MDM) APPLICATIONS IN THE AMOUNT OF \$1,000,397.00. THE CONTRACT WAS NOT NEGOTIATED DUE TO THE INCREASED AMOUNT OF 3.8% BEING BELOW THE CURRENT CONSUMER PRICE INDEX (CPI) OF 6.821%. THE CONTRACT TERM WILL REMAIN THROUGH DECEMBER 31, 2026. THIS INCREASE COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$6,678,867.00.

CHANGE IN CONTRACT PRICE:

Contract Amount	\$ 5,678,470.00
Change Amount	<u>\$ 1,000,397.00 - Increase (Change No. 3)</u>
Total Contract Amount	\$ 6,678,867.00

 APPROVED BY THE PRESIDENT

 DATE

Quotation 22493449		COPY	
Valid From: 09/10/2025 Valid to: 10/10/2025		Elster Solutions, LLC 208 S Rogers Lane Raleigh NC 27610 United States	
Sold to: 1481019 Memphis Light Gas & Water Co 220 S Main St Memphis TN 38103 United States		Bill to: 1481019 Memphis Light Gas & Water Co 220 S Main St Memphis TN 38103 United States	
TAX Reg.No:		Currency: USD Payment Terms: Net 30 Days After Invoice Date Incoterms: FOB Destination Reference No: RFQ SMA 2026 MEMLGW	
Ship to: 1481019 Memphis Light Gas & Water Co 220 S Main St Memphis TN 38103 United States			

ITEM NO.	MATERIAL NO. DESCRIPTION	QTY	ORD	UOM	LEAD TIME REQ	DAYS DEL	DATE	UNIT PRICE EST	PRICE DEL	DATE	EXT. PRICE
000010	HPS_SMA 2026 Connexo NetSense PRO - SMA Country of origin: United States	1		EA			09/10/2025	801,049.00		09/10/2025	801,049.00
000020	HPS_SMA 2026 Connexo Insight - SMA Country of origin: United States	1		EA			09/10/2025	150,459.00		09/10/2025	150,459.00
000030	HPS_SMA 2026 EA Mobile - SMA Country of origin: United States	1		EA			09/10/2025	9,742.00		09/10/2025	9,742.00
000040	HPS_SMA 2026 Connexo FieldSense - SMA	1		EA			09/10/2025	39,147.00		09/10/2025	39,147.00

Comments
If you have any queries, please contact the Sales Representative at the number(s) listed. The delivery date will be confirmed at the time of order placement. Lead time days represents working days. Standard prices will be charged if the quote number is not provided as a reference number when placing your order. If at any time, Seller's costs of production, including raw materials, have increased by 5% or more, then the Seller shall have the right to increase the prices on each product accordingly.

Registered No:	3580408	VAT Reg No:		Federal ID #:	47-1493584	Duns #:	125983887
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Registered Address: Elster Solutions, LLC, 208 South Rogers Lane, Raleigh, 27610-2144, United States

Customer Support: Customer Care Rep: Global Customer Care (GCC) Sales Rep: SALES TEAM

For our standard Terms and Conditions see overleaf.

COPY

Elster Solutions, LLC
208 S Rogers Lane
Raleigh NC 27610
United States

ITEM NO.	MATERIAL NO. DESCRIPTION	QTY ORD	UOM	LEAD TIME DAYS REQ DEL DATE	UNIT PRICE EST DEL DATE	EXT. PRICE
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Total before TAX	1,000,397.00
Total Amount	1,000,397.00

Registered No:	3580408	VAT Reg No:		Federal ID #:	47-1493584	Duns #:	125983887
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Registered Address:	Elster Solutions, LLC, 208 South Rogers Lane, Raleigh, 27610-2144, United States
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Customer Support:	Customer Care Rep:	Global Customer Care (GCC)	Sales Rep: SALES TEAM
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Signed by:

Customer Care Rep:

Global Customer Care (GCC)

Sales Rep: SALES TEAM

Wilbur Fletcher 10/13/2025

For our standard Terms and Conditions see overleaf.

TERMS AND CONDITIONS

Unless otherwise agreed in writing by the parties' authorized representatives, all sales of products and/or services in this document shall be governed solely by the applicable Honeywell Terms and Conditions in effect at the time Buyer's Purchase Order is accepted by Honeywell, a copy of which can be found at <https://automation.honeywell.com/us/en/support/ia-terms-and-conditions-of-sale>. Honeywell's acknowledgment of receipt of Buyer's Purchase Order shall not constitute acceptance. By continuing with this transaction, Buyers agree to those Honeywell Terms and Conditions. Honeywell expressly limits its acceptance, fulfillment and performance of this transaction to the terms included in the Honeywell Terms and Conditions and expressly rejects any different, conflicting or additional terms in the Purchase Order or any other Buyer's documents. This transaction shall be governed by the Honeywell Terms and Conditions of the country or region of the Honeywell entity listed on this document. Honeywell's acceptance of Buyer's Purchase Order is expressly conditioned upon Buyer's acceptance of the Honeywell Terms and Conditions contained herein or included in the afore-mentioned link in their entirety. Buyer's acceptance of delivery of products and/or services from Honeywell constitutes Buyer's acceptance of Honeywell Terms and Conditions in their entirety.

Remittance Email: HoneywellAmericasRemits@Honeywell.com

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 11070 - Utility Meter Data Application**
- 2. Requested Funding – \$0.00**
- 3. Award Duration – Extension (January 1, 2026 through December 31, 2028)**
- 4. Type of Bid – Sole Source**
- 5. Awarded To – Brillion, Inc. (*formerly Apogee Interactive, Inc.*)**
- 6. Plain Language Description –This change enables MLGW to continue offering premium Meter Intelligence service to subscribing large commercial and industrial customers who use the portal to access interval data, analyze load profiles, establish notification thresholds, and identify energy management improvement opportunities.**
- 7. Impact – This contract is needed to provide continuity of service for subscribing large commercial and industrial customers who have no other means to access and analyze interval data.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Extension (*Change No. 14*) to Contract No. 11070, Utility Meter Data Application with Brillion, Inc. (*formerly Apogee Interactive, Inc.*) to extend the current contract with no increase in the contract value.

The project scope is to allow Automated Energy, Incorporated (AEI) to maintain the existing secured Web-Based File Transfer Protocol site from which MLGW can transfer interval meter data for large industrial and commercial customers on a daily basis. MLGW's internal and external customers utilize the previous day's historic electric and natural gas data for load analysis and energy management. Customers using the service pay monthly subscription fees to recover MLGW's contract cost. The contract award was selected based on the Sole Source procurement process.

This change is to extend the current contract for an additional three (3) year term for the period covering January 1, 2026 through December 31, 2028 with no increase in the contract value. A Block Pricing structure will be in effect going forward which consists of a block of 225 meters prices at \$320.00 per meter for a total annual cost of \$72,000.00. The \$75 per meter setup fee has been removed. If additional meters are needed, MLGW can add a block of 25 meters at an annual cost of \$8,750.00 (\$350.00 per meter). This sole source extension complies with all applicable laws and policies. The contract value will remain at \$1,243,750.00.

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

THAT, the approval of Extension (*Change No. 14*) to Contract No. 11070, Utility Meter Data Application with Brillion, Inc. (*formerly Apogee Interactive, Inc.*) to extend the current contract with no increase in the contract value as outlined in the above preamble, is approved; and further

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

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Timothy Davis
 Procurement Contracts Specialist: TaShay Yates

Board Meeting Date: 11/5/2025
 Contract Number: 11070
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	704200 Business Economic Development Programs, Linda B. Whittaker, 538-4092, Lwhittaker@mlgw.org	
Scope: Contract ☒ <u>X</u> Purchase _____ Other _____	The project scope is to allow AEI to maintain the existing secured Web-Based File Transfer Protocol site from which MLGW can transfer interval meter data for large industrial and commercial customers on a daily basis. MLGW's internal and external customers utilize the previous day's historic electric and natural gas data for load analysis and energy management. Customers using the service pay monthly subscription fees to <u>recover MLGW's contract cost.</u>	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This change is to extend the current contract for an additional three (3) year term for the period covering January 1, 2026 through December 31, 2028.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place off site.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to provide continuity of service to business customers subscribing to the Meter Intelligence web service.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Sole Source		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
	\$0.00	\$ -	\$ -
\$	-		
\$	27.82	\$ (27.82)	
		\$ (27.82)	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

Econ Bus Dvlpmnt Programs

0704200 Economic and Business Develo

Outside Fees

Admin Expense

Comments:

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

APPROVED:

Ronda Croft

10.15.2025

Budget & Financial Planning

Date

Rev. 11/01/2018

Contractor: **Brillion, Inc. (formerly Apogee Interactive, Inc.)**

11/5/2025

Contract Number: 11070

Actions		Date	Amount
Original Award	Award	12/15/2005	\$22,250.00
Continuous Service	Yearly-not over 10% of prior year	N/A	\$31,500.00
Change Order No. 1	This change is for additional enrolled meters.	10/2/2008	\$18,000.00
Extension (Change Order No. 2)	This change was for a one (1) year extension to provide the web-based meter data analysis product, known as "Load Profiler: but marketed by MLGW as "Meter Intelligence", for the period covering January 1, 2010 to December 31, 2010.	12/17/2009	\$36,000.00
Extension (Change Order No. 3)	This change was for a one (1) year extension to provide the web-based meter data analysis product, known as "Load Profiler: but marketed by MLGW as "Meter Intelligence", for the period covering January 1, 2011 to December 31, 2011.	1/20/2011	\$36,000.00
Renewal (Change Order No. 4)	This change was to renew the current contract for an additional one (1) year term to continue to provide the web-based meter data analysis product, known as "Load Profiler: but marketed by MLGW as "Meter Intelligence" for the period covering January 1, 2012 to December 31, 2012.	11/3/2011	\$31,000.00
Scope Change and Extension (Change Order No. 5)	This change was to enroll additional meters in the web-based Meter data analysis product known as "Load Profiler: but marketed by MLGW as "Meter Intelligence." This change was also to extend the current contract term for an additional term for the period covering January 1, 2013 to December 31, 2013. The price per unit remained \$15 per meter per month, until such time MLGW reaches 250 meters, at which point a change order would be requested to accommodate the lower price point. A set-up fee of \$50 per meter would be charged for each new meter added to the service.	6/7/2012	\$83,000.00

Increase and Extension (Change Order No. 6)	This change was to extend the current contract for an additional two (2) year term for the period covering January 1, 2014 to December 31, 2015. In addition, this change is also to increase the monthly per meter price from \$15.00 to \$22.50. The set-up fee would increase from \$50 to \$75 per meter for each new meter added to the service. These new costs represent the first increase from the introductory pricing established when the contract was executed in 2006. Further, these costs were negotiated down from the vendor's higher current market prices. Customers using the service pay monthly subscription fees to recover MLGW's contract cost.	11/6/2013	\$236,000.00
Increase and Extension (Change Order No. 7)	This change was to extend the current contract for an additional two (2) year term for the period covering January 1, 2016 through December 31, 2017 in the estimated funded amount of \$280,000.00. In addition, this change is also to increase the monthly per meter price from \$22.50 to \$25.00. The set-up fee will remain at \$75.00 per meter and will be charged for each new meter added to the service. Further, these costs were negotiated down from the vendor's higher current market prices.	11/4/2015	\$280,000.00
Extension (Change Order No. 8)	This change was to extend the current contract for an additional one (1) year term for the period covering January 1, 2018 through December 31, 2018, in the funded amount of \$75,000.00, which will be absorbed in the contract value. The set-up fee will remain at \$75.00 per meter and will be charged for each new meter added to the service.	11/1/2017	\$0.00
Extension (Change Order No. 9)	This change was to extend the current contract for an additional one (1) year term for the period covering January 1, 2019 through December 31, 2019, with no increase in contract value. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new meter added to the service.	11/19/2018	\$0.00
Extension (Change Order No. 10)	This change was to extend the current contract for an additional one (1) year term for the period covering January 1, 2020 through December 31, 2020, with no increase in contract value. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new meter added to the service.	10/9/2019	\$0.00
Extension (Change Order No. 11)	This change was to extend the current contract for an additional one (1) year term for the period covering January 1, 2021 through December 31, 2021, with no increase in contract value. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new meter added to the service.	12/2/2020	\$0.00
Scope Change and Extension (Change Order No. 12)	This change was to extend the current contract for an additional two (2) year term for the period covering January 1, 2022 through December 31, 2023 in the estimated funded amount of \$250,000.00. In addition, this change is to expand the current scope to add optional presentment, analysis, and notifications for water meter interval data now that smart meters are deployed. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new electric, gas, and/or water meter added to the service.	10/20/2021	\$250,000.00

Extension (Change Order No. 13)	This change was to extend the current contract for an additional two (2) year term for the period covering January 1, 2024 through December 31, 2025 in the estimated funded not-to-exceed amount of \$220,000.00. MLGW bills customers \$75.00 per meter setup fee and a \$25.00 monthly service charge per meter. The price per unit will remain at \$25.00 per meter per month. The set-up price will also remain at \$75.00 per meter and will be charged for each new electric, gas, and/or water meter added to the service.	11/15/2023	\$220,000.00
Current Contract Amount			\$1,243,750.00
Amount Paid to Date as of 10.10.2025			\$930,855.00
Current Contract Balance			\$312,895.00
Extension (Change Order No. 14)	<i>This change is to extend the current contract for an additional three (3) year term for the period covering January 1, 2026 through December 31, 2028 with no increase in the contract value. A Block Pricing structure will be in effect going forward which consists of a block of 225 meter prices at \$320.00 per meter for a total annual cost of \$72,000.00. The \$75 per meter setup fee has been removed. If any additional meters are needed during the term of the extension, MLGW can add a block of 25 meters at an annual cost of \$8,750.00 (350.00 per meter).</i>	11/5/2025	\$0.00
Available Balance			\$312,895.00
Cumulative Contract Value			\$1,243,750.00
Note: MLGW's Business Economic Development Programs Department will utilize the current contract balance to pay invoices through the current term of December 31, 2025 and services throughout the extended term of January 1, 2026 through December 31, 2028.			

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION
CITY OF MEMPHIS
CONTRACT NUMBER 11070

CONTRACT CHANGE NO. 14
DATE OF CHANGE NOVEMBER 5, 2025
SHEET 1 OF 2

TO: MR. CODY GRAVES

AUTOMATED ENERGY, INCORPORATED (AEI)

4100 PERIMETER CENTER DRIVE, SUITE 115

OKLAHOMA CITY, OK 73112

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

THE PROJECT SCOPE IS TO ALLOW AUTOMATED ENERGY, INCORPORATED (AEI) TO MAINTAIN THE EXISTING SECURED WEB-BASED FILE TRANSFER PROTOCOL SITE FROM WHICH MLGW CAN TRANSFER INTERVAL METER DATA FOR LARGE INDUSTRIAL AND COMMERCIAL CUSTOMERS ON A DAILY BASIS. MLGW'S INTERNAL AND EXTERNAL CUSTOMERS UTILIZE THE PREVIOUS DAY'S HISTORIC ELECTRIC AND NATURAL GAS DATA FOR LOAD ANALYSIS AND ENERGY MANAGEMENT. CUSTOMERS USING THE SERVICE PAY MONTHLY SUBSCRIPTION FEES TO RECOVER MLGW'S CONTRACT COST. THE CONTRACT AWARD WAS SELECTED BASED ON THE SOLE SOURCE PROCUREMENT PROCESS.

THIS CHANGE IS TO EXTEND THE CURRENT CONTRACT FOR AN ADDITIONAL THREE (3) YEAR TERM FOR THE PERIOD COVERING JANUARY 1, 2026 THROUGH DECEMBER 31, 2028 WITH NO INCREASE IN THE CONTRACT VALUE. A BLOCK PRICING STRUCTURE WILL BE IN EFFECT GOING FORWARD WHICH CONSISTS OF A BLOCK OF 225 METERS PRICES AT \$320.00 PER METER FOR A TOTAL ANNUAL COST OF \$72,000.00. THE \$75 PER METER SETUP FEE HAS BEEN REMOVED. IF ADDITIONAL METERS ARE NEEDED, MLGW CAN ADD A BLOCK OF 25 METERS AT AN ANNUAL COST OF \$8,750.00 (\$350.00 PER METER). THIS SOLE SOURCE EXTENSION COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE CONTRACT VALUE WILL REMAIN AT \$1,243,750.00.

CHANGE IN CONTRACT PRICE:

Contract Amount	\$ 1,243,750.00
Change Amount	\$ <u>0.00</u> - <u>Extension (Change No. 14)</u>
Total Contract Amount	\$ 1,243,750.00

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT

DATE



August 13, 2025

Linda Whittaker
Manager of Economic and Business Development
MLGW
220 South Main Street
Memphis, TN 38103

RE: Contract #11070, Utility Meter Data Application

Dear Linda:

Brillion is pleased to provide MLGW with our web-based commercial and industrial meter data analysis product, known as "Load Profiler", but marketed by MLGW as "Meter Intelligence." At your request, we agree to a three-year extension of the current MLGW Contract #11070.

We will be moving to a Block Pricing structure going forward. You will have a block of 225 meters priced at \$320 per meter for a total annual cost of \$72,000. The \$75.00 per meter setup fee has been removed. Should you need additional meters during the term of the extension you can add a block of 25 meters at an annual cost of \$8,750 (\$350 per meter). We will revisit the overall pricing structure should you need more than 250 meters.

This extension will be for a three-year term beginning 1/1/2026 and running through 12/31/2028. We will continue to bill MLGW quarterly with adjustments made should you add the additional 25-meter block.

Thank you for the continued opportunity to work with MLGW in serving your commercial and industrial customers.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cody Graves'.

Cody Graves
General Manager
Automated Energy Group - Brillion

Recommended by:

DocuSigned by:

A handwritten signature in black ink, appearing to read 'Linda Whittaker'.

10/3/2025

B1E56A28E1EA4EC...
Linda Whittaker

Signed by:

A handwritten signature in black ink, appearing to read 'John Lawrence'.

10/3/2025

Agreed & Accepted by:

70D3EC2F37514AE...
John Lawrence

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12464 (*formerly Contract No. C2561*) - Samsara Fleet Safety and Track Solution**
- 2. Requested Funding – \$929,714.14**
- 3. Award Duration – Scope Change, Ratification and Renewal (July 1, 2025 through June 30, 2026)**
- 4. Type of Bid – Cooperative Purchasing Contract – using State of Tennessee contract**
- 5. Awarded To – Samsara, Incorporated**
- 6. Plain Language Description - The project scope is primarily to purchase vehicle telematics via software as a service, new cameras, and asset tracking hardware (GPS vehicle tracking devices, in-dash video cameras for MLGW vehicles and equipment.)**
- 7. Impact – Deploying Samsara and GPS asset trackers gives companies real-time visibility into vehicle and equipment locations, deters theft, and identifies idle assets for redeployment. It enables proactive maintenance and compliance monitoring, tracking engine hours, fault codes, and driver behavior to prevent breakdowns and regulatory violations. By leveraging detailed incident data, fleets reduce collisions, liability, downtime, and repair costs while boosting overall safety and efficiency.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Ratification, Renewal and Scope Change (*Change No. 5*) to Contract No. 12464 (*formerly Contract No. C2561*), Samsara Fleet Safety and Track Solution with Samsara, Incorporated to ratify, renew, and expand the scope of the current contract value in the funded amount of \$929,714.14.

The project scope is to purchase Telematics hardware, services, and accessories (GPS vehicle tracking devices, in-dash video cameras, etc.) via monthly service fees, installation services, and training. This contract award was obtained using the State of Tennessee Cooperative Purchasing Contract.

This change was to ratify and renew annual software maintenance, support services and licensing for the Samsara Vehicle Management Application for the period covering July 1, 2025 through June 30, 2026 in the amount of \$742,469.16 with no increase in rates from the previous term. In addition, this change is to expand the scope of work to purchase additional licenses and install 300 dual-facing dash-cameras and 100 vehicle gateways in the amount of \$113,135.00. MLGW is also requesting contingency funds in the amount of \$77,746.90 for additional new gateways and equipment expenses. The total amount of this renewal and change is \$933,351.06; of which, \$3,636.92 will be absorbed from the contract value. The total requested amount of this renewal and change is \$929,714.14. This ratification, renewal and scope change complies with all applicable laws and policies. The new contract value is \$2,642,325.56.

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 Ratification, Renewal and Scope Change (*Change No. 5*) to Contract No. 12464 (*formerly Contract No. C2561*), Samsara Fleet Safety and Track Solution with Samsara, Incorporated to ratify, renew and change the scope of the current contract value in the funded amount of \$929,714.14, as outlined in the above preamble, is approved; and further

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved Ratification, Renewal and Scope Change (*Change No. 5*) to Contract No. 12464 (*formerly Contract No. C2561*), Samsara Fleet Safety and Track Solution with Samsara, Incorporated to ratify, renew, and expand the scope of the current contract value in the funded amount of \$929,714.14, and is now recommending to the Council of the City of Memphis that it approves said ratification, renewal and scope change as approved; and

WHEREAS, the project scope is to purchase Telematics hardware, services, and accessories (GPS vehicle tracking devices, in-dash video cameras, etc.) via monthly service fees, installation services, and training. This contract award was obtained using the State of Tennessee Cooperative Purchasing Contract; and

WHEREAS, this change was to ratify and renew annual software maintenance, support services and licensing for the Samsara Vehicle Management Application for the period covering July 1, 2025 through June 30, 2026 in the amount of \$742,469.16 with no increase in rates from the previous term. In addition, this change is to expand the scope of work to purchase additional licenses and install 300 dual-facing dash-cameras and 100 vehicle gateways in the amount of \$113,135.00. MLGW is also requesting contingency funds in the amount of \$77,746.90 for additional new gateways and equipment expenses. The total amount of this renewal and change is \$933,351.06; of which, \$3,636.92 will be absorbed from the contract value. The total requested amount of this renewal and change is \$929,714.14. This ratification, renewal and scope change complies with all applicable laws and policies. The new contract value is \$2,642,325.56; and

NOW THEREFORE BE IT RESOLVED BY THE Council of the City of Memphis, that there be and is hereby approved Ratification, Renewal and Scope Change (*Change No. 5*) to Contract No. 12464 (*formerly Contract No. C2561*), Samsara Fleet Safety and Track Solution with Samsara, Incorporated to ratify, renew, and expand the scope of the current contract value in the funded amount of \$929,714.14 as approved.

BOARD RESOLUTION TRANSMITTAL

Board Meeting Date: 11/5/2025Expenditure Org Executive: Alonzo Weaver
Procurement Contracts Specialist: Toka IvyContract Number: 12464 (formerly Contract No. C2561)
Purchase Commodity: _____
Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	0401500 Manager Corporate Safety/ Tim Bishop/ 901-734-4070 /tbishop@mlgw.org	
Scope: Contract ☒ <u>X</u> Purchase _____ Other _____	The project scope is to purchase telematics hardware, services, and accessories (GPS vehicle tracking devices, in-dash video cameras, etc.) via monthly service fees, installation services, and training.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This change is to expand the scope, ratify and renew annual software maintenance, support services and licensing for the Samsara Vehicle Management Application and devices for the period covering July 1, 2025 through June 30, 2026.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at various MLGW trucks located at various MLGW locations.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to improve the management and safety of MLGW fleet assets.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) Cooperative Purchasing Contract - using State of Tennessee Contract		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	929,714.14	\$ -	\$ 929,714.14
\$	2,004.00		
\$	180.00		
		\$ 1,824.00	
		\$ 1,824.00	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

Corp Safety Dir R2020

0401000 Corporate Safety Director Office

Outside Fees

Admin Expense

Comments:

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

APPROVED:

Ronda Croft

Budget & Financial Planning

09.10.2025

Date

Rev. 11/01/2018

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION
CITY OF MEMPHIS
CONTRACT NUMBER 12464 (formerly C2561)

CONTRACT CHANGE NO. 5
DATE OF CHANGE NOVEMBER 5, 2025
SHEET 1 OF 12

TO: DEREK GARBER

SAMSARA INCORPORATED

1 DE HARO STREET

SAN FRANCISCO, CA 94107

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

THE PROJECT SCOPE IS TO PURCHASE TELEMATICS HARDWARE, SERVICES, AND ACCESSORIES (GPS VEHICLE TRACKING DEVICES, IN-DASH VIDEO CAMERAS, ETC.) VIA MONTHLY SERVICE FEES, INSTALLATION SERVICES, AND TRAINING. THIS CONTRACT AWARD WAS OBTAINED USING THE STATE OF TENNESSEE COOPERATIVE PURCHASING CONTRACT.

THIS CHANGE WAS TO RATIFY AND RENEW ANNUAL SOFTWARE MAINTENANCE, SUPPORT SERVICES AND LICENSING FOR THE SAMSARA VEHICLE MANAGEMENT APPLICATION FOR THE PERIOD COVERING JULY 1, 2025 THROUGH JUNE 30, 2026 IN THE AMOUNT OF \$742,469.16 WITH NO INCREASE IN RATES FROM THE PREVIOUS TERM. IN ADDITION, THIS CHANGE IS TO EXPAND THE SCOPE OF WORK TO PURCHASE ADDITIONAL LICENSES AND INSTALL 300 DUAL-FACING DASH-CAMERAS AND 100 VEHICLE GATEWAYS IN THE AMOUNT OF \$113,135.00. MLGW IS ALSO REQUESTING CONTINGENCY FUNDS IN THE AMOUNT OF \$77,746.90 FOR ADDITIONAL NEW GATEWAYS AND EQUIPMENT EXPENSES. THE TOTAL AMOUNT OF THIS RENEWAL AND CHANGE IS \$933,351.06; OF WHICH, \$3,636.92 WILL BE ABSORBED FROM THE CONTRACT VALUE. THE TOTAL REQUESTED AMOUNT OF THIS RENEWAL AND CHANGE IS \$929,714.14. THIS RATIFICATION, RENEWAL AND SCOPE CHANGE COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$2,642,325.56.

CHANGE IN CONTRACT PRICE:

Contract Amount	\$ 1,712,611.42	
Change Amount	\$ 929,714.14	- Ratification, Renewal and Scope Change (<i>Change No. 5</i>)
Total Contract Amount	\$ 2,642,325.56	

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT

DATE

Contractor:**Samsara, Incorporated****11/5/2025****Contract Number: 12464****(formerly Contract No. C2561)**

		Actions	Date	Amount
Original Award 01.24.23				\$216,701.00
Increase (Change Order No. 1)	This change was to pay for additional hardware and accessories in the amount of \$32,540.00. The contract term will remain through June 30, 2024.		3/15/2023	\$32,540.00
Increase (Change Order No. 2)	This change was to increase the current contract value in the amount of \$14,340.00. MLGW is requesting approval for the purchase of 200 additional Samsara Gateway devices that will be used for tracking Contract Crews in support of the Electric Storm Restoration effort. The contract term will remain through June 30, 2024.		10/4/2023	\$14,340.00
Scope Change and Increase (Change Order No. 3)	This change was to expand the scope of work to purchase 705 additional Samsara Fleet Management Gateway/Camera devices for MLGW Trucks in 2024 in the amount of \$324,928.50. In addition, this change was to increase funding in the amount of \$323,100.00 to pay for monthly maintenance and support service fees for the following: 1) Telematics hardware, services, and support (in the amount of \$289,980.00) and 2) Samsara Gateway for contracted crew tracking devices maintenance, services, and support (in the amount of \$33,120.00). The total amount of this change was \$648,028.50. The contract term remained through June 30, 2024.		12/6/2023	\$648,028.50

Ratification, Renewal and Scope Change (Change Order No. 4)	This change was to ratify and renew annual software maintenance, support services and licensing for the Samsara Vehicle Management Application for the period covering July 1, 2024 through June 30, 2025 in the amount of \$645,321.60 with no increase in pricing from the previous term. In addition, this change was to expand the scope of work to purchase additional licenses and install 877 Asset Gateway and Asset tracker units on drivable equipment (i.e. backhoes, skid steers, etc.) and trailers in the amount of \$147,386.78. MLGW also requested contingency funds in the amount of \$8,294.44 for any unforeseen equipment expenses. The total amount of this renewal and change was \$801,002.82; of which, \$0.90 was absorbed from the contract value. The total requested amount of this renewal and change was \$801,001.92.	12/4/2024	\$801,001.92
Current Contract Amount			\$1,712,611.42
Amount Paid to Date as of 10.10.25			\$1,708,974.50
Current Contract Balance			\$3,636.92
<i>Ratification, Renewal and Scope Change (Change Order No. 5)</i>	<i>This change is to ratify and renew annual software maintenance, support services and licensing for the Samsara Vehicle Management Application for the period covering July 1, 2025 through June 30, 2026 in the amount of \$742,469.16 with no increase in rates from the previous term. In addition, this change is to expand the scope of work to purchase additional licenses and install 300 dual-facing dash-cameras and 100 vehicle gateways in the amount of \$113,135.00. MLGW is also requesting contingency funds in the amount of \$77,746.90 for additional new gateways and equipment expenses. The total amount of this renewal and change is \$933,351.06; of which, \$3,636.92 will be absorbed from the contract value. The total requested amount of this renewal and change is \$929,714.14.</i>	11/5/2025	\$929,714.14
Available Balance			\$933,351.06
Cumulative Contract Value			\$2,642,325.56



The Connected Operations Cloud

Quote #: Q-2015963

Issued Date: 10-07-2025
Expires 02-27-2026
Order Number: S-2487918

Payment Information:
Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual
Estimated Ship Date: 01-23-2026

Prepared For:

Memphis Light, Gas & Water
220 S Main St
Memphis,
Tennessee
38103

Prepared By:

Derek Garber
derek.garber@samsara.com

Cost Overview

License Term: 60 Months

Total License Cost over 60 Months	USD \$478,800.00
Hardware and Accessories	Included
Third Party Services - Alpha Communications	\$16,000.00
Shipping and Handling*	USD \$1,375.00
Total Sales Tax*	USD \$0.00
Total Contract Value ¹	\$496,175.00
First Invoice ¹	\$113,135.00
Recurring Invoice ²	\$95,760.00

¹Estimated value, actual invoice amount may change based on product fulfillment date, Includes estimated sales tax

²Amount displayed is for products purchased in this order only, Includes estimated sales tax

³If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change

⁴Sales tax subject to change: If Sales tax is "Pending" - Final amount will be provided prior to payment

3% fee only applies to US - (CAD, MX, EMEA are exempt)



The Connected Operations Cloud

Product Overview

SHIP TO Brandon Winfield
1665 Whitten Rd
Memphis, Tennessee, 38134-7002
United States
Hardware & Accessories

	Net Unit Price	Total Price
Dual-facing dash-camera, series 4	Included	Included
HW-CM34• QTY: 300		
Vehicle IoT Gateway, model VG55	Included	Included
HW-VG55-NA• QTY: 100		
Enhanced VG Series OBDII J1962 L-mount cable	Included	Included
CBL-VG-COBDII-Y1• QTY: 100		
Total Price:		Included



The Connected Operations Cloud

Licenses	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT• QTY: 300	\$264.00	\$79,200.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 100	\$165.60	\$16,560.00
Total Price:		\$95,760.00



The Connected Operations Cloud

2026 Annual License Fee Renewal

Order Number	License Start Date	License End date	Contract Terms	Contract Terms (Years)	Product Code	Quantity	Total Price	Subtotal per license / QTY	Total Annual Price	Unit Price
S-1155856	26/01/23	25/03/28	62	5.17	LIC-VG-PS	600	\$99,360.83	\$165.60	\$19,231.13	\$32.05
S-1155856	26/01/23	25/03/28	62	5.17	LIC-CM2-ENT	600	\$158,401.32	\$264.00	\$30,668.32	\$51.10
S-1451130	20/03/23	25/03/28	60	5.00	LIC-VG-PS	75	\$12,420.00	\$165.60	\$2,484.00	\$33.12
S-1451130	20/03/23	25/03/28	60	5.00	LIC-CM2-ENT	75	\$19,800.00	\$264.00	\$3,980.00	\$52.80
S-1778409	24/07/23	25/03/28	56	4.67	LIC-VG-PS	200	\$13,802.21	\$69.01	\$2,957.62	\$14.79
S-1808389	31/01/24	25/03/28	50	4.17	LIC-CM2-ENT	750	\$198,014.40	\$264.02	\$47,523.46	\$63.36
S-1808389	31/01/24	25/03/28	50	4.17	LIC-VG-PS	750	\$124,207.20	\$165.61	\$29,809.73	\$39.75
S-2217040	21/01/25	25/03/28	38	3.17	LIC-AG-PWR-PLUS	135	\$18,461.21	\$136.75	\$5,829.86	\$43.18
S-2217040	21/01/25	25/03/28	38	3.17	LIC-AG-UNPWR	13	\$936.00	\$72.00	\$295.58	\$22.74
S-2217040	21/01/25	25/03/28	38	3.17	LIC-AG-PWR-BASIC	679	\$58,665.70	\$86.40	\$18,526.01	\$27.28
S-2217040	21/01/25	25/03/28	38	3.17	LIC-AT-TAG	50	\$4,800.01	\$96.00	\$1,515.79	\$30.32
S-2419094	28/04/25	25/03/28	35	2.92	LIC-AT-TAG	350	\$33,600.28	\$96.00	\$11,520.10	\$32.91
Total							\$742,469.16			



The Connected Operations Cloud

Billing Details:**Bill To:**

Memphis Light, Gas & Water
220 S Main St
Memphis, Tennessee, 38103

Billing Contact::

Name: Andrew McColgan
Title: Supervisor - CIS
Billing Email: amccolgan@mlgw.org
Phone Number: 9013358051

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.



Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license



term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer



vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

To the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services not with standing any acceptance or delivery requirements or delays with respect thereto.

**Notification of Confidentiality**

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.



The Connected Operations Cloud

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature:

DocuSigned by:

Derek Garber

656BF8D7124949C...

Print Name:

Derek Garber

Date:

10/9/2025

Title:

Enterprise Account Executive

Timothy Bishop
10/10/25
Manager Corporate Safety

*Timothy Bishop***Samsara Inc.**

1 De Haro Street, San Francisco, CA 94017 • samsara.com

Packet Pg. 264

RESOLUTION SUMMARY

- 1. Short Title Description – Contract No. 12186 - Family Medical Leave Act**
- 2. Requested Funding – \$301,282.08**
- 3. Award Duration – Renewal Fourth and Final and Extension (January 1, 2026 through December 31, 2027)**
- 4. Type of Bid – RFP**
- 5. Awarded To – Unum Group**
- 6. Plain Language Description – To provide Leave Administration and ADA Services to MLGW employees.**
- 7. Impact – The aim is to establish a streamlined, personal and confidential process for managing Family Medical Leave Administration and ADA related matters for MLGW.**

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
November 5, 2025

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners the approval of Renewal and Extension (*Change No. 5*) to Contract No. 12186, Family Medical Leave Act with Unum Group to renew and extend the current contract in the funded amount of \$301,282.08.

The project scope is to provide Short Term Disability (STD) Absence Management services for MLGW which includes the following: 1) Centralize/Streamline processes to make it efficient for the business; 2) FMLA (Family Medical Leave Act)/ STD (Short Term Disability) intake, submission, and distribution of forms; 3) Notification of approval, denial, and delay of Family Medical Leave Act (FMLA) requests to employees; and 4) General multi reports to support the need for absences, length of absences and potential abuse. The contract award was based on the Request for Proposal (“RFP”) evaluation process.

This change is to renew and extend the current contract for the following services: Leave Administration for the fourth and final renewal term covering the period January 1, 2026 through December 31, 2026 (\$2.48 per employee per month) with an estimated annual fee of \$78,983.04 and extend through December 31, 2027, for an estimated total of \$157,966.08. Additionally, this change is to extend ADA Services for a two (2) year term covering the period January 1, 2026 through December 31, 2027 (\$2.25 per employee per month) with an estimated annual fee of \$71,658.00 for an estimated total of \$143,316.00. There is no increase in rates from the previous renewal term for either service. The total funded amount of this renewal and extension is \$301,282.08. This renewal and extension complies with all applicable laws and policies. The new contract value is \$807,518.08.

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 Renewal and Extension (*Change No. 5*) to Contract No. 12186, Family Medical Leave Act with Unum Group to renew and extend the current contract in the funded amount of \$301,282.08, as outlined in the foregoing preamble, is approved and further,

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

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of November 5, 2025 approved Renewal and Extension (*Change No. 5*) to Contract No. 12186, Family Medical Leave Act with Unum Group to renew and extend the current contract in the funded amount of \$301,282.08, and is now recommending to the Council of the City of Memphis that it approves said renewal and extension as approved; and

WHEREAS, the project scope is to provide Short Term Disability (STD) Absence Management services for MLGW which includes the following: 1) Centralize/Streamline processes to make it efficient for the business; 2) FMLA (Family Medical Leave Act)/ STD (Short Term Disability) intake, submission, and distribution of forms; 3) Notification of approval, denial, and delay of Family Medical Leave Act (FMLA) requests to employees; and 4) General multi reports to support the need for absences, length of absences and potential abuse. The contract award was based on the Request for Proposal (“RFP”) evaluation process; and

WHEREAS, this change is to renew and extend the current contract for the following services: Leave Administration for the fourth and final renewal term covering the period January 1, 2026 through December 31, 2026 (\$2.48 per employee per month) with an estimated annual fee of \$78,983.04 and extend through December 31, 2027, for an estimated total of \$157,966.08. Additionally, this change is to extend ADA Services for a two (2) year term covering the period January 1, 2026 through December 31, 2027 (\$2.25 per employee per month) with an estimated annual fee of \$71,658.00 for an estimated total of \$143,316.00. There is no increase in rates from the previous renewal term for either service. The total funded amount of this renewal is \$301,282.08. This renewal and extension complies with all applicable laws and policies. The new contract value is \$807,518.08; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Renewal and Extension (*Change No. 5*) to Contract No. 12186, Family Medical Leave Act with Unum Group to renew and extend the current contract in the funded amount of \$301,282.08 as approved.

BOARD RESOLUTION TRANSMITTAL

Expenditure Org Executive: Alonzo Weaver
 Procurement Contracts Specialist: Jessica Payne

Board Meeting Date: 11/5/2025
 Contract Number: 12186
 Purchase Commodity: _____
 Other (Non-Procurement Items): _____

Responsible Group (Requesting Area/ Contact Person) (Telephone number/email address)	Insurance Benefits Department, Marcus Tate, 528-4379, mdtate@mlgw.org - Loretta Poindexter, 528-4406, lpoindexter@mlgw.org	
Scope: Contract <u>X</u> Purchase _____ Other _____	The project scope is to provide Short Term Disability (STD) Absence Management services for MLGW which includes the following: 1) Centralize/Streamline processes to make it efficient for the business; 2) FMLA (Family Medical Leave Act)/ STD (Short Term Disability) intake, submission, and distribution of forms; 3) Notification of approval, denial, and delay of Family Medical Leave Act (FMLA) requests to employees; and 4) General multi reports to support the need for absences, length of absences and potential abuse.	
Explanation of Action. (Contract/Purchase invoice payments, land purchase, dues, other)	This change is to renew and extend the current contract for the following service: Leave Administration for the fourth and final renewal term covering the period January 1, 2026 through December 31, 2026 and extension through December 31, 2027. Additionally, this change is to extend ADA Services for a two (2) year term covering January 1, 2026 through December 31, 2027.	
Where will the work take place? (MLGW facility or jobsite, etc.)	The work will take place at the office of the Vendor.	
Why the need exists? (Contract/Purchase invoice payments, land purchase, dues, other)	The need exists to assist employees with leave and ADA processes.	
Are there any anticipated vendor issues? (If so, please explain)	No	
Are there any contract services, labor or IBEW issues? If yes, has cost comparison been provided to IBEW? Date Provided?	No	
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.	No	
If applicable, how was the recommendation determined? (Bid, RFQ or RFP) <u>RFP</u>		

BUDGET:

Amount Requested

2025 Budget*

Amount Spent Year-to-Date

2025 Budget Balance Available

Budget Balance After Award

	Total	In 2025 Budget Year	After Budget Year
\$	301,282.08	\$ -	\$ 301,282.08
\$	267,417.00		
\$	69,544.50	\$ 197,872.50	
		\$ 197,872.50	

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

☒ O&M☐ Capital

Project

Expenditure Organization

Expenditure Type

Task

Insurance Benefits R2025

0404210 Insurance Benefits

Contracted Svc-Other

Admin Expense

Comments: 1\$157,966.08- 2026 & 2027 Leave Admin, \$143,316.00- 2026 & 2027 ADA Admin

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

APPROVED:

Ronda Croft

Budget & Financial Planning

09.18.2025

Date

Rev. 11/01/2018

CONTRACT CHANGE FORM

MEMPHIS LIGHT, GAS AND WATER DIVISION
CITY OF MEMPHIS
CONTRACT NUMBER 12186

CONTRACT CHANGE NO. 5
DATE OF CHANGE NOVEMBER 5, 2025
SHEET 1 OF 3

TO: SARAH JARVIS

UNUM GROUP

6 CADILLAC DR, SUITE 190

BRENTWOOD, TN 37027

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. CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF SAID CONTRACT AND PREVIOUS CHANGES.

THE PROJECT IS TO PROVIDE SHORT TERM DISABILITY (STD) ABSENCE MANAGEMENT SERVICES FOR MLGW WHICH INCLUDES THE FOLLOWING: 1) CENTRALIZE/STREAMLINE PROCESSES TO MAKE IT EFFICIENT FOR THE BUSINESS; 2) FMLA (FAMILY MEDICAL LEAVE ACT)/ STD (SHORT TERM DISABILITY) INTAKE, SUBMISSION, AND DISTRIBUTION OF FORMS; 3) NOTIFICATION OF APPROVAL, DENIAL, AND DELAY OF FAMILY MEDICAL LEAVE ACT (FMLA) REQUESTS TO EMPLOYEES; AND 4) GENERAL MULTI REPORTS TO SUPPORT THE NEED FOR ABSENCES, LENGTH OF ABSENCES AND POTENTIAL ABUSE. THE CONTRACT AWARD WAS BASED ON THE REQUEST FOR PROPOSAL ("RFP") EVALUATION PROCESS.

THIS CHANGE IS TO RENEW AND EXTEND THE CURRENT CONTRACT FOR THE FOLLOWING SERVICES: LEAVE ADMINISTRATION FOR THE FOURTH AND FINAL RENEWAL TERM COVERING THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2026 (\$2.48 PER EMPLOYEE PER MONTH) WITH AN ESTIMATED ANNUAL FEE OF \$78,983.04 AND EXTEND THROUGH DECEMBER 31, 2027, FOR AN ESTIMATED TOTAL OF \$157,966.08. ADDITIONALLY, THIS CHANGE IS TO EXTEND ADA SERVICES FOR A TWO (2) YEAR TERM COVERING THE PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2027 (\$2.25 PER EMPLOYEE PER MONTH) WITH AN ESTIMATED ANNUAL FEE OF \$71,658.00 FOR AN ESTIMATED TOTAL OF \$143,316.00. THERE IS NO INCREASE IN RATES FROM THE PREVIOUS RENEWAL TERM FOR EITHER SERVICE. THE TOTAL FUNDED AMOUNT OF THIS RENEWAL AND EXTENSION IS \$301,282.08. THIS RENEWAL AND EXTENSION COMPLIES WITH ALL APPLICABLE LAWS AND POLICIES. THE NEW CONTRACT VALUE IS \$807,518.08.

Contract Amount	\$ 506,236.00	
Change Amount	<u>\$ 301,282.08</u>	– <u>Renewal and Extension (<i>Change No. 5</i>)</u>
Total Contract Amount	\$ 807,518.08	

APPROVED BY THE BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

APPROVED BY THE PRESIDENT

DATE

Contractor:

Unum Group
11/5/2025

Contract Number: 12186

	Actions	Date	Amount
	Original Award	9/21/2021	\$77,568.00
Renewal (Change Order No. 1)	This change was to renew the current contract for the first of four (4) annual renewal terms covering the period September 7, 2022 through September 6, 2023 with no increase in rates.	9/7/2022	\$77,568.00
Scope of Work Change (Change Order No. 2)	This change was to expand the scope of work to include ADA services for the period covering January 1, 2023 through December 31, 2023.	1/1/2023	\$70,000.00
Ratification and Renewal (Change Order No. 3)	This change was to ratify and renew the current contract for the following services: 1) Leave Administration for the second of four (4) annual renewal terms covering the period January 1, 2024 through December 31, 2024 (\$2.48 per employee per month) with an estimated annual fee of \$74,400.00 and 2) ADA Services for the first of two (2) annual renewal terms covering the period January 1, 2024 through December 31, 2024 (\$2.25 per employee per month) with an estimated annual fee of \$66,150.00 with no increase in rates from the previous renewal term.	12/20/2023	\$140,550.00
Ratificaton and Renewal (Change Order No. 4)	This change was to ratify and renew the current contract for the following services: 1) Leave Administration for the third of four (4) annual renewal terms covering the period January 1, 2025 through December 31, 2025 (\$2.48 per employee per month) with an estimated annual fee of \$74,400.00 and 2) ADA Services for the second and final annual renewal covering the period January 1, 2025 through December 31, 2025 (\$2.25 per employee per month) with an estimated annual fee of \$66,150.00 with no increase in rates from the previous renewal term. The total funded amount of this renewal is \$140,550.00.	12/4/2024	\$140,550.00
Current Contract Amount			\$506,236.00
Amount Paid to Date as of 10.07.25			\$433,191.02
Current Contract Balance			\$73,044.98
Renewal and Extension (Change Order No. 5)	<i>This change is to renew and extend the current contract for the following services: Leave Administration for the fourth and final renewal term covering the period January 1, 2026 through December 31, 2026 (\$2.48 per employee per month) with an estimated annual fee of \$78,983.04 and extend through December 31, 2027, for an estimated total of \$157,966.08. Additionally, this change is to extend ADA Services for a two (2) year term covering the period January 1, 2026 through December 31, 2027 (\$2.25 per employee per month) with an estimated annual fee of \$71,658.00 for an estimated total of \$143,316.00. There is no increase in rates from the previous renewal term for either service.</i>	11/5/2025	\$301,282.08
Available Balance			\$374,327.06
Cumulative Contract Value			\$807,518.08
Note: The Insurance Benefits Department will utilize the remaining balance for outstanding invoices through the end of 2025 term.			



2211 Congress Street
Portland, ME 04122
1-800-ASK-UNUM
AskUnum@Unum.com

September 2, 2025

Marcus Tate, Insurance and Pension Manager
Risk Management
Memphis Light, Gas and Water
220 South Main Street
Memphis, TN 38101-0430

RE: Extension of MLGW Contract No.028126

Dear Mr. Tate:

This is to confirm that Unum agrees to extend the coverage from January 1, 2026, to December 31, 2027 for Leave Administration and ADA Services.

This applies to Unum policy number 028126 for Leave Administration and ADA Services. The current fee for Leaves Administration and ADA Services will remain as they are currently.

Leave Administration:

Current Fee: \$2.48 per employee per month

Estimated Annual Fee: \$78,983.04

ADA Services:

Current Fee: \$2.25 per employee per month

Estimated Annual Fee: \$71,658.00

We appreciate the continued partnership with Memphis Light, Gas and Water.

Sincerely,

Ryan Caldwell
Sr. Account Executive

Ryan Caldwell

DocuSigned by:

Marcus Tate

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9/11/2025