

WHEREAS, when worthy circumstances arise, the Memphis City Council has seen fit to honor citizens who have served the City of Memphis, and **Almetria Turner** is certainly befitting of this great honor; and

WHEREAS, as the nation commemorated Black Maternal Health Awareness Week as a collective call to action, and **Almetria Turner**, a dedicated full spectrum Doula, answered that call by tirelessly advocating for the health and empowerment of Black mothers, and founding Roots and River Wellness Center; and

WHEREAS, research indicates that the presence of a Doula on a mother's support team and during childbirth has been associated with reduced rates of maternal and infant mortality, reduced rates of medical interventions, decreased likelihood of cesarean sections, and improved maternal satisfaction with the birthing process; and

WHEREAS, through her commitment to providing compassionate support, education, and advocacy during pregnancy, childbirth, and the postpartum period, **Almetria Turner** has positively impacted countless families and was selected by the State of Tennessee as one of six Doulas across the state selected for the Doula Services Pilot Program; and

WHEREAS, **Almetria Turner's** work as a Maternal and Community Healthcare Advocate, thus her advocacy for the inclusion of Doula care as an essential component of maternal healthcare underscores the importance of providing comprehensive and holistic support of expectant mothers.

NOW, THEREFORE, BE IT RESOLVED that the Memphis City Council hereby celebrates and commends the contributions of **Almetria Turner** in Maternal and Community Healthcare in the City of Memphis.

Adopted May 7, 2024

A handwritten signature in black ink that reads "Rhonda Logan". The signature is written in a cursive style and is positioned above a horizontal line.

Rhonda Logan, District 1



RESOLUTION approving the Final Plat for:
Amherst P.D. Area 4, Phase II (COUNTY)
and accepting Bond as security

WHEREAS, **Arlington Investment Group, LLC,** is the Developer of a certain property in the present limits of the Shelby County, as reflected on the plat, and located at 9880 Walnut Grove Road, in Shelby County, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans;

and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Arlington Investment Group, LLC,** and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Amherst P.D. Area 4, Phase II (COUNTY)** is hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept, in-lieu-of Bond, **Independent Bank, Letter-of Credit No. 1924060-1158** for **\$375,400.00**, as project security.



RESOLUTION approving Supplemental Agreement #1 for
Colonial CC P.D. Part of Area 1, Phase 1 [CR#5428]

WHEREAS, **CC Club Holdings, LLC.**, is the Developer of a certain property in the present limits of the City of Memphis as reflected on the plat and located on the northern terminus of Countrywood Parkway, in Memphis, Tennessee

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans;

and

WHEREAS, attached hereto is **Supplemental Agreement #1** to the standard improvement contract, **Colonial CC P.D. Part of Area 1, Phase 1 [CR#5428]** entered into on October 11, 2022 by and between CC Club Holdings, LLC., and the City of Memphis, covering the public improvements as a part of developing the property, extending contract to **November 3, 2024**;

and

WHEREAS, the **Performance Bond No. 2336661**, will be reduced to **\$50.00.00** due to Bonded work completed. Bond and current COI have been received and will remain active through completion.

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the **Supplemental Agreement #1** for **Colonial CC P.D. Part of Area 1, Phase 1 [CR#5428]** is hereby approved.

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

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

2. Additional Information

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

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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 15th day of May, 2024, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. **Description of the Item**

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

2. **Additional Information**

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

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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 15th day of May, 2024, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

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

2. Additional Information

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

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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 1st day of May, 2024, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

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

2. Additional Information

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

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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 May, 2024, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

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

2. Additional Information

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

CITY COUNCIL RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 1st day of May, 2024, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

EXHIBIT "A"

SECOND AMENDMENT TO NATURAL GAS SUPPLY AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE I AMENDMENTS TO GAS SUPPLY CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II MISCELLANEOUS

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

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

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

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

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

(Signatures appear on the following page)

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

**TENNERGY CORPORATION,
AN ENERGY ACQUISITION CORPORATION**

By: _____
Name: Braxton Williams
Title: President

Attested By: _____
Name: Stacy Scoggins
Title: Secretary

Memphis Light, Gas and Water Division

By: _____
Name: Doug McGowen
Title: President & CEO

Attested By: _____
Name: Dana Jeanes
Title: Secretary-Treasurer

Approved as to Form:

By: _____
Name: Jennifer Sink
Title: General Counsel

ATTACHMENT A

EXHIBIT A

PRIMARY DELIVERY POINTS, DISCOUNT & RESET PERIOD

Primary Delivery Point: Texas Gas Transmission, Zone 1 Pool

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

Reset Period: [_____ to _____]

Effective Date: [Dated Date]

ATTACHMENT B

EXHIBIT B

DAILY CONTRACT QUANTITIES MMBTU PER DAY

ATTACHMENT C

EXHIBIT C

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

ATTACHMENT D
FORM OF FEDERAL TAX CERTIFICATE

[Closing Date]

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

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

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

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

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a municipal corporation created and existing pursuant to the laws of the State of Tennessee.

2. Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to its retail Gas customers within its Gas service area, to its municipal wholesale customers, which will resell the Gas to their customers within their Gas service areas, or to its joint action agency customers for sale to their municipal customers for resale to their retail customers in their Gas service areas, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term "service area" means (x) the area throughout which Gas Purchaser, Gas Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, provided Gas transmission or distribution service at all times during the 5-year period ending on December 31, 2023, and from then until the date of issuance of the Bonds (the "Closing Date"), and (y) any area recognized as the service area of Gas Purchaser, Gas Purchaser's municipal wholesale customers, or a joint action agency's municipal customers, under state or federal law.

3. The annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, by municipal wholesale customers of Gas Purchaser for resale within the service areas of such municipal wholesale customers, and by a joint action agency from Gas Purchaser for resale to its municipal customers for resale to their retail customers within those municipal customers' Gas service areas is _____ MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is _____ MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is _____ MMBtu. The annual average amount of Gas which Gas Purchaser otherwise has a right to acquire as of the Closing Date is _____ MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the annual average amount of Gas which Gas Purchaser holds in storage, and (c) the amount of Gas which Gas Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is _____ MMBtu. Accordingly, the amount

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

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

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

Memphis Light, Gas and Water Division

By: _____

Name: Doug McGowen

Title: President & CEO

ATTACHMENT E

FORM OF CLOSING CERTIFICATE

[Closing Date]

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

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

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

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

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

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

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

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

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

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

Memphis Light, Gas and Water Division

By: _____

Name: Doug McGowen

Title: President & CEO

ATTACHMENT F
FORM OF OPINION OF COUNSEL TO GAS PURCHASER

[Closing Date]

Tennergy Corporation, An Energy Acquisition Corporation
Jackson, Tennessee

Royal Bank of Canada
Toronto, Canada

RBC Capital Markets, Inc.
New York, New York

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

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

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

2. Additional Information

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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 - ~~regular~~ ^{special} meeting held on 15 day of May, 2024, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

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

2. Additional Information

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

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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 15 day of May, 2024, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

Ordinance No. _____

AN ORDINANCE TO RENAME THE PINE HILL CLUBHOUSE IN HONOR OF CLEOPHUS HUDSON, SR. AND CHARLES HUDSON AS THE CLEOPHUS AND CHARLES HUDSON CLUBHOUSE IN THE CITY OF MEMPHIS

WHEREAS, on occasion, the Memphis City Council sees fit to recognize members of the Memphis community who have had a lasting impact and Cleophus Hudson, Sr. and Charles Hudson are certainly worthy of recognition for their significant contributions to the sport of golf and the community of Memphis, Tennessee, throughout their illustrious careers; and

WHEREAS, Cleophus Hudson, Sr. was a pioneer in the sport of golf, beginning his journey as a caddy at Memphis Country Club and later becoming one of the top golfers among minority players; and

WHEREAS, Cleophus Hudson, Sr. made history in 1962 as one of the first minorities to tee off at Pine Hill Golf Course following its desegregation, symbolizing a pivotal moment in the pursuit of equality and inclusion in sports; and

WHEREAS, Cleophus Hudson, Sr.'s son, Charles Hudson, made history as the first minority golf professional hired at Pine Hill Golf Course, furthering the family's contribution to the sport; and

WHEREAS, in 1991, Charles Hudson organized the Mid-South Junior Golf Association, a 501(c)(3) program dedicated to teaching thousands of youth how to play golf, fostering their development both on the off the golf course, and facilitating their access to higher education through golf scholarships; and

WHEREAS, Charles Hudson's dedication to the advancement of youth in golf extended beyond Memphis, as evidenced by his collaboration with the Tiger Woods Foundation in conducting youth golf clinics across various cities in the United States, including a clinic held at Pine Hill Golf Course in 1998, making him the only Golf Professional to bring Tiger Woods to Tennessee for such an event; and

WHEREAS, Charles Hudson's achievements have garnered recognition, including induction into Southern University's Sports Hall of Fame in 2016, highlighting his exceptional contributions to the sport of golf; and

WHEREAS, upon review, the Memphis City Council now seeks to exercise its naming authority under Chapter 12 of the City of Memphis Code of Ordinances to rename the City of Memphis Pine Hill Clubhouse at 930 East Mallory Avenue in the city of Memphis, Tennessee in honor of Cleophus Hudson, Sr. and Charles Hudson in recognition of his legacy and enduring impact on the Memphis community.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Memphis that:

Section 1. The City of Memphis Pine Hill Clubhouse at 930 East Mallory Avenue in the city of Memphis, Tennessee, and any replacement or successor facility, shall be renamed the "The Cleophus and Charles Hudson Clubhouse."

Section 2. Upon passage of this ordinance, the newly named "The Cleophus and Charles Hudson Clubhouse" shall be memorialized with a new facility sign and a suitable memorial plaque outside the clubhouse, acknowledging the honor. Any costs associated with the construction or installation of the sign

shall be incurred by the City of Memphis Parks Division, and if necessary, the Memphis Parks Division shall bring a funding resolution before the City Council for consideration.

Section 3. The City of Memphis Parks Division shall make the appropriate arrangements to alter any media collateral and associated documentation to denote the name change to “The Cleophus and Charles Hudson Clubhouse.”

Section 4. Severability. All provisions of this Ordinance are hereby severable and if any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

Section 5. Effective Date. This Ordinance shall take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of Mayor in writing by the comptroller and become effective as otherwise provided by law.

Sponsors:

Jana Swearengen-Washington

Edmund Ford, Sr.

Yolanda Cooper-Sutton

Jerri Green

Rhonda Logan

JB Smiley, Jr.

Chairman

Ordinance No. _____

An Ordinance Renaming S. Hollywood Street between Union Avenue and Southern Avenue as
Glenn Rogers, Sr. Street

WHEREAS, the Memphis City Council possesses naming and renaming powers for public streets, parks, and other public spaces pursuant to Ordinance No. 5759, which amended the City of Memphis Code of Ordinances for this purpose; and

WHEREAS, on occasion, the Memphis City Council sees fit to recognize members of the Memphis community who have had a lasting impact through the renaming of public streets and spaces in their honor; and

WHEREAS, Glenn Rogers, Sr. is certainly worthy of recognition for his historical impact at the University of Memphis, where he was the first African American football player for the university, playing for the team from 1968 to 1971; and

WHEREAS, Glenn Rogers, Sr. was awarded the M Club Hall of Fame Billy J. Murphy Award in 2000 from the University of Memphis for his post-football contributions to the community; and

WHEREAS, the Memphis City Council does wish to honor Glenn Rogers, Sr. by renaming a stretch of S. Hollywood Street adjacent to the Simmons Bank Liberty Stadium, which the Memphis Tigers football team calls home, to commemorate Mr. Roger's historical significance to the university and its football program.

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, that the following street shall be renamed, and the administrative street renaming process shall proceed as follows:

- (A) S. Hollywood Street between Union Avenue and Southern Avenue shall be renamed as Glenn Rogers, Sr. Street.
- (B) The Memphis City Council, Division of Planning and Development, Division of Engineering, and any other applicable City of Memphis Divisions shall coordinate to perform the appropriate notifications and administrative protocols necessary to complete this permanent street name change.
- (C) The City Engineer is requested to affix suitable signs denoting the street as Glenn Rogers, Sr. Street.

Sponsors:

Chase Carlisle

Ford Canale

Yolanda Cooper-Sutton

Michalyn Easter-Thomas

Edmund Ford, Sr.

Jerri Green

Rhonda Logan

JB Smiley, Jr.

Philip Spinosa

Jana Swearengen-Washington

JB Smiley, Jr.

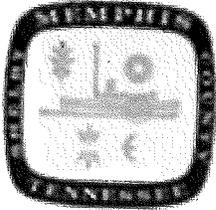
Chairman

Pearl Eva Walker
Dr. Jeff Warren
Janika White



Memphis City Council Summary Sheet

- 1. Description of the Item (Resolution, Ordinance, etc.)**
A resolution to amend the FY2024 Capital Improvement Program (CIP) Budget by transferring and appropriating \$154,000 from the Raleigh Civic Center Project (CC22101) expenditure type Contract Construction to Architecture & Engineering and Other Cost.
- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)**
The Division of Housing and Community Development
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.**
Not applicable.
- 4. State whether this will impact specific council districts or super districts.**
Council District 1, Super District 9
- 5. State whether this requires a new contract, or amends an existing contract, if applicable.**
New contracts and contract amendments will be required.
- 6. State whether this requires an expenditure of funds/requires a budget amendment.**
Expenditure of funds will be required.
- 7. If applicable, please list the MWBE goal and any additional information needed.**
Not applicable to MWBE.



A resolution to amend the FY2024 Capital Improvement Program (CIP) Budget by transferring and appropriating \$154,000 from the Raleigh Civic Center Project (CC22101) expenditure type Contract Construction to Architecture & Engineering and Other Cost.

WHEREAS, on April 11, 2023, the City of Memphis Council approved the allocation and appropriation in the amount of \$154,000.00 to the Raleigh Civic Center Project (CC22101) at 3384 Austin Peay Hwy, to reimagine the historic Raleigh Springs Mall, to serve as a multifunctional civic center for residents to utilize and enjoy, once again establishing the site as a staple of the Raleigh community; and

WHEREAS, the funding allocated and appropriated was approved to complete the vision of the Civic Center with the addition of a year-round Farmer's Market pavilion and vendor stands, as well as a food truck park to compliment the already in-progress amphitheater; and

WHEREAS, the FY22 Capital Improvement Budget included Project Number CC22100 for Council District Improvements, and the funding amount of \$154,000.00 was carried forward into the FY23 and FY24 budgets; and

WHEREAS, the Council approved allocation and appropriation of funding for the Raleigh Civic Center was initially budgeted to cover contract construction cost for additional community space; and

WHEREAS, the Division of Housing and Community Development has determined the allocation of funding will require repurposing from expenditure type contract construction to architecture & engineering and other cost towards the year-round Farmer's Market pavilion and vendor stands, as well as a food truck park; and

WHEREAS, the FY2024 Capital Improvement Program (CIP) Budget by transferring and appropriating \$154,000 from the Raleigh Civic Center Project (CC22101) from expenditure type Contract Construction to Architecture & Engineering and Other Costs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the sum of ONE HUNDRED FIFTY-FOUR THOUSAND DOLLARS (\$150,000.00) funded by General Obligation Bonds and chargeable to the FY2024 Capital Improvement Program (CIP) Budget be transferred as followed:

TRANSFER TO:

Project Title:	Raleigh Civic Center
Project Number:	CC22101
Amount:	\$100,000.00
Resource:	Architecture & Engineering
Amount:	\$54,000.00
Resource:	Other Cost