

FILED
JUN 18 2019

**IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

EDDIE JEAN CARR, CHANCERY CLERK
BY A. Johnson D.C.

**IN RE: CITY OF JACKSON
WATER BILLING SYSTEM**

CIVIL ACTION NO. G2019-782 9/2

COMPLAINT

COME NOW Citizens of Jackson, Mississippi, Individually and on behalf of all others similarly situated, ("Plaintiffs" as more particularly identified herein) who are City of Jackson Water and Sewer System account holders, a system operated by Defendant City of Jackson, a municipal corporation, and state unto this Honorable Court causes of action for equitable relief as follows:

I. INTRODUCTION

1. "... performance has been woefully inadequate in every aspect of the contract." Chokwe Antar Lumumba, Mayor of the City of Jackson (CITY) at the June 10, 2019 City Hall news conference. Mayor Lumumba further said:

In spite of the shocking cost, **the system does not work**...many water meters were installed negligently...**the billing system** furnished to the City as a part of the contract **has also been a disaster**. Many individual residents have been receiving **exorbitant bills**... (Emphasis supplied).

2. Mayor Lumumba's statements were made at a press conference announcing the City was suing Siemens Industry, Inc. and others for \$225 Million. See, *City of*

Jackson v. Siemens Industry, Inc., et al., Hinds County Circuit Court Cause No. 19-375, [DOC.] 2.¹

3. The City's lawsuit alleges a "massive fraud" that "failed the citizens of Jackson in its promises to perform and in its obligations of honesty and fair dealing." *Id.* at ¶¶ 15, 17. The City further contends "Siemens also failed to provide a water meter system that works," the system "has repeatedly generated grossly inaccurate bills..." and the system is fraught with "technical failures." *Id.* at ¶¶ 19, 21.

4. Nevertheless, the City is disconnecting water services for scores of citizens who dispute the inaccurate, woefully inadequate, and "exorbitant" bills. Disconnecting water service under such circumstances is arbitrary and capricious, and without substantial justification. Plaintiffs herein are sympathetic to the City's plight and agree the system is a failure. However, account holders should bear the burden of the failures of Siemens, the subcontractors or the City itself.

II. PARTIES

5. Plaintiffs to this action are all residential and/or commercial account holders with the City of Jackson Water and Sewer System ("WSS"). They are collectively referred to as Account Holders. The Account Holders bring this action individually and on behalf of all similarly situated Account Holders. Individually, they are:

- a. Alex Allen, Jr.
4855 Churchill Drive
Jackson, Mississippi 39206

¹ Of interest, the City of Jackson's challenges in finding competent contractors to build/maintain a working water system are not recent. *See, Light Heat & Water Co. of Jackson v. City of Jackson*, 73 Miss. 598, 19 So. 771 (1895) (Mississippi Supreme Court affirmed a Hinds County Chancellor's rescission of a contract where the failures were more than occasional or immaterial).

- b. LaTrenda S. Funches
2108 Martin Luther King Drive
Jackson, Mississippi 39213
- c. Joseph P. Johnson, Jr.
1109 Crawford Street
Jackson, Mississippi 39213
- d. Kenneth Mabry
2339 Morton Avenue
Jackson, Mississippi 39213
- e. Village Cleaners
115 Triangle Drive
Jackson, Mississippi 39206
- f. Barbara Evans
703 Windward Drive
Jackson, Mississippi 39206

6. Plaintiffs have outstanding water bills varying in amounts from \$900 to \$34,461.

7. The City of Jackson is a municipal corporation organized and existing under the laws of the State of Mississippi that may be served with process by delivering a copy of the Summons and Complaint to its duly elected Mayor, Chokwe Antar Lumumba, or its duly appointed City Clerk, Kristi Moore, at City Hall, 219 South President Street, Jackson, Mississippi 39205.

III. JURISDICTION AND VENUE

8. Subject matter jurisdiction for the instant controversy is conferred upon the Chancery Court of Hinds County, Mississippi pursuant to MISS. CONST. ART. 6, §§159-160 (1890) and MISS. CODE ANN. §9-5-81.

9. Venue is proper in the First Judicial District of Hinds County, Chancery Court pursuant to MISS. CODE ANN. §§ 9-15-17 and 11-5-1 as the Defendant City of Jackson

is a municipal corporation with boundaries mostly in said judicial district, and actions giving rise to the instant relief occurred in the First Judicial District of Hinds County.

10. At all times relevant hereto, the City operated a WSS for the benefit of the public, specifically, residential and commercial Account Holders with the City of Jackson.

11. At all times relevant hereto, the City sold water to the Plaintiffs and others similarly situated with an understanding that Plaintiffs would pay for the water actually received at a rate set by the governing authorities of the City. MISS. CODE ANN. §§ 21-27-7 and 21-27-23.

12. At this time, Plaintiffs disclaim any federal or monetary claims, or relief that might arise out of any claims or causes of action alleged herein. Plaintiffs reserve the right to assert such federal or monetary claims or causes of action should such become known. Likewise, Plaintiffs reserve the right to amend the Complaint to assert other state law causes of actions or claims for relief. Amendment, if any, is of course dependent on Plaintiffs' receiving leave of court to assert additional theories or claims.

13. Hinds County Chancery Court, First Judicial District, therefore, has jurisdiction over the causes described herein and requests for equitable relief.

IV. FACTS GIVING RISE TO CAUSE OF ACTION

14. Plaintiffs incorporate and restate by reference herein the allegations contained in the paragraphs set forth above.

A. SIEMENS MAKES FALSE PROMISES TO INDUCE CITY TO APPROVE THE PROJECT

15. In October 2012, relying on Siemen's promises of increased revenue and savings and involvement of minority owned businesses, the City Council approved entering into a contract with Siemens to upgrade the City's water system. The City later discovered, however, that Siemens manipulated the contracting process and purportedly provided illusory guarantees to the City in order to secure the contract. *See, City of Jackson v. Siemens Industry, Inc., et al.*, Hinds County Circuit Court Cause Number 19-375 [DOC.] 2, ¶ 21.

B. SIEMENS IMPOSES A CONTRACT STRUCTURE BURDENED BY \$90 MILLION IN UPFRONT COSTS AND ILLUSORY GUARANTEES

16. Siemens' representatives pitched the Siemens project to the City as an energy performance contract. Energy performance contracts are subject to public contracting requirements and are regulated by the State of Mississippi through the Mississippi Development Authority ("MDA"). Despite presenting its project as an energy performance contract however, Siemens created a contract structure the fails to deliver the guaranteed energy performance and savings promised by Siemens and required by law for such regulated contracts. *Id.* at ¶ 28.

17. The City and Siemens entered into what was called the Performance Contracting Agreement (the "Agreement"), dated January 30, 2013, but signed by Mayor Harvey Johnson on December 28, 2012. The Agreement was amended four times to address specific issues. *Id.* at ¶ 29.

18. Knowing the City lacked the technical expertise to evaluate fully Siemens' proposal, Siemens was able to effectuate a "bait-and-switch" that fell short of a true energy performance contract with guaranteed savings and revenue that would pay for the cost of the project. *Id.* at ¶ 33.

**C. SIEMENS MANIPULATES EBO PLAN REQUIREMENTS
BY USING A PASS-THROUGH SCHEME**

19. The City approved the Siemens project based on Siemens' representations regarding Siemens' EBO plan commitments. Instead of abiding by its promise to hire minority-owned businesses to perform 58% of the \$90 Million contract, Siemens used unqualified, sham subcontractors based on their political connections and influence to carry out a pass-through scheme that ultimately cost the City millions of dollars in inflated costs for an already overpriced water system. *Id.* at ¶ 40.

**D. SIEMENS PROVIDES A FLAWED METERING AND BILLING
SYSTEM THAT FAILS TO DELIVER INCREASED REVENUE AND
SAVINGS**

20. The Siemens project was plagued by technical problems from the start. Again, the City opined in their lawsuit that Siemens, among other issues, installed incorrectly or did not satisfy the required specifications for than half of the 60,000 water meters, causing delays in the project and problems with accurately measuring and billing for water usage by account holders. *Id.* at ¶ 41.

21. The entire project was delayed in early 2015 when the City discovered that Siemens had installed meters that read in gallons instead of the appropriate cubic-feet reading. *Id.* at ¶ 41.

Shortly after the new billing system went live in 2015, the City began to accumulate a backlog of thousands of “stranded bills” which continues to grow. The billing system has caused many account holders to receive inexplicably high bills that do not reflect their actual water usage. In other instances, account holders may receive no bill at all for significant periods of time, only to eventually receive an unusually high bill based on months of purported water usage. These issues have caused account holders to contest bills or lack the ability to pay them. Billing and measurement problems continue to this day. The City estimates that at least 10,000 of the 60,000 new meters are not functioning correctly, resulting in numerous unpaid accounts and water usage that is not accurately captured. *Id.* at ¶ 42.

E. THE CITY ACKNOWLEDGES THAT SIEMENS FAILED TO PROVIDE A WATER SYSTEM THAT WORKS

22. The City opined in its lawsuit against Siemens that more than half of the 60,000 water meters were installed correctly, causing delays in the project and chronic, ongoing problems with accurately measuring and billing for water by the City’s account holders. The billing system was not set up appropriately to address the thousands of acknowledged faulty meter readings, which resulted in accounts becoming “stranded” in the system. “To this day, the metering system has repeatedly generated grossly inaccurate bills and, in some instances, failed to generate bills at all. It is estimated that 10,000 of the 60,000 meters installed by Siemens ***are not*** functioning correctly.” *Id.* at ¶ 19. (Emphasis supplied).

23. Further, the City acknowledged on June 13, 2018 when it entered Amendment Number 4 to the original Siemens Agreement that the Customer Care and

Billing System (CC&B) and Automatic Metering System was a complete failure. *See* Cause Number 19-375 [DOC.] 2, Exhibit 4 to the Siemens Agreement (Amendment 4).

24. Amendment 4 required Siemens to provide support services for the CC&B System and Automatic Metering System via subcontractor Origin. It requires Siemens to engage contractors to provide services relative to the CC& B System including:

- (1) remediation of up to 21,000 stranded bills;
- (2) assess the City's operations;
- (3) gain insight into existing City technical issues.

It also requires Siemens to provide Automatic Metering System support via subcontractor, Pedal Valve, Inc., including:

- (1) Daily Field Activity Support;
- (2) MiNet/CC&B alignment support;
- (3) Client installed meter programming;
- (4) Meter Mitigation Support

It further requires Siemens to provide AMI and Minet Services via subcontractor, Mueller Systems, including:

- (1) Software maintenance, hosting, support;
- (2) Hardware maintenance and support;
- (3) Daily MiNet support;
- (4) Daily MiNode maintenance;
- (5) Collector and repeater maintenance.

Finally, Amendment 4 required Siemens to provide project management oversight of its subcontractors, their activities, performance and schedule for a fixed six (6) month term. *Id.* at Page 10.

25. Upon the execution of Amendment 4 in June 2018, the City had direct knowledge that the water billing system did not produce accurate bills and the water system overall failed to function as intended. Yet, the City did not convey this information to its account holders, deciding instead to continue water disconnections premised on flawed data.

F. ACCOUNT HOLDERS SHOULD NOT BEAR THE BURDENS OF THE FAILURES OF SIEMENS, THE SUBCONTRACTORS OR THE CITY OF JACKSON ITSELF

26. While the City concedes that the water meter system does not work, the City is still issuing water bills that are grossly inaccurate and, many times, suspending service to account holders to fail to pay the balance of their *inaccurate accounts*.

G. AS TESTIMONY AT PROCEEDINGS BEFORE THIS COURT WILL DETAIL, ACCOUNT HOLDERS ARE BEARING THE BURDEN OF THE FAILURES OF SIEMENS, THE SUBCONTRACTORS AND THE CITY OF JACKSON ITSELF

27. Plaintiffs request, pursuant to M.R.E. 201 and other applicable authority that the Court take judicial notice of the facts publicably available referenced herein. In addition to judicial notice, Plaintiffs will present specific factual testimony.

28. Plaintiff/Account Holder, Alex Allen, Jr., has an unexplainable² balance of over \$1,000 on his account. He recently made a \$120 payment to keep his services from being suspended.

29. Plaintiff/Account Holder, LaTrenda Funches, has an unexplainable account balance of \$19,524. Ms. Funches' water services have been disconnected on two

² The term "unexplainable balance" means the account holder does not know how the City calculated the inaccurate balance on their account.

occasions. She filed an appeal of her grossly inaccurate account balance and has yet to receive a response from the City.

30. Plaintiff/Account Holder, Joseph P. Johnson, Jr., has an unexplainable balance of \$16,583. Mr. Johnson's water service has been suspended due to his inability to pay the grossly inaccurate balance on his account. Mr. Johnson filed an appeal of his grossly inaccurate account balance and has yet to receive a response from the City.

31. Plaintiff/Account Holder, Kenneth Mabry, has an unexplainable account balance over \$1,800. He has been making payments on his account to keep his service from being suspended.

32. Plaintiff/Account Holder, Village Cleaners, had an unexplainable account balance over \$8,000. Plaintiff has been making payments on the account to keep service from being suspended.

33. Plaintiff/Account Holder, Barbara Evans, has an unexplainable account balance over \$34,000. Mrs. Evans has been making payments on her account to keep service from being suspended. Mrs. Evans also filed an appeal of her account with the City and is still awaiting a response on how the City will resolve the account.

34. Plaintiffs are also aware of individuals who, while at City review hearings, had water service disconnected.

V. CAUSES OF ACTION

A. PRELIMINARY INJUNCTION: PROHIBIT THE CITY FROM SUSPENDING OR OTHERWISE INTERRUPTING WATER SERVICE UNTIL AN ACCOUNT HOLDER IS PROVIDED A FULL ACCOUNTING AND REVIEW BY A THIRD PARTY NEUTRAL.

35. Plaintiffs adopt and re-allege all of the facts and allegations set forth in Paragraphs 1-34 above.

36. A temporary restraining order is appropriate where “immediate and irreparable injury, loss or damage will result to the applicant” before such time as a hearing on the matter can be held. *A-1 Pallett Co. v. City of Jackson*, 40 So.3d 563, 567 (Miss. 2010). An application for a preliminary injunction is a matter committed to the sound discretion of the trial court who must weigh the following factors: (1) there exists a substantial likelihood the moving party will prevail on the merits; (2) the injunction is necessary to prevent irreparable injury; (3) the threatened injury to the movant outweighs any harm the injunction might do; and, (4) entry of the injunction is consistent with the public interest. *Secretary of State v. Gunn*, 75 So.3d 1015, 1020 (Miss. 2011) (internal citations omitted). A chancellor is required “only to ‘balance the...factors’, not resolve all four factors in one party’s favor or the other, to achieve equity and grant an injunction.” *Id* at 1020 (internal citations and punctuation omitted).

**B. THERE EXISTS SUBSTANTIAL LIKELIHOOD PLAINTIFFS
WILL PREVAIL ON THE MERITS**

37. As detailed in Paragraphs 1 through 36, *supra*, there exists a substantial likelihood Plaintiffs will prevail on the merits. Mayor Lumumba himself has articulated that Plaintiffs, as account holders, have received “exorbitant bills” as a result of a “system that does not work”. Mayor Lumumba, as final policymaker for the executive branch of the City, has conceded Plaintiffs are the victims of negligence, fraud or other improper acts perpetuated to produce inaccurate water bills. Thus, it is likely that Plaintiffs will obtain the equitable relief in the form of an accounting.

C. THE INJUNCTION IS NECESSARY TO PREVENT IRREPARABLE HARM

38. Irreparable harm arises where no adequate remedy at law exists. A *threat* of irreparable harm is sufficient because “it is not necessary to wait for the actual occurrence of the injury as an injunction is preventative in nature.” *HeidKemper v. Odom*, 880 So.2d 362, 366 (Miss. Ct. App. 2004). A court may find such harm even where testimony conflicts. *Id.* Irreparable harm arises when actions are taken by an individual or entity in the absence of authority. *Littleton v. McAdams*, 60 So.3d 169, 171 (Miss. 2011). Here, account holders are losing access to water service, the very definition of irreparable harm. No amount of money can replace the loss of water, and corresponding loss of ability to clean one’s body, clean one’s surroundings, cook, attend to medical needs and the like. Lack of water promotes illness, spread of contagious disease and other public health concerns.

39. Matters affecting public health and safety are particularly presumed to constitute irreparable harm. *Reynolds v. Amerada Hess Corp.*, 778 So.2d 759, 765-6 (Miss. 2001) (disruption of salt water injection into oil and gas wells).

D. THE THREATENED INJURY TO PLAINTIFFS OUTWEIGHS THE HARM TO CITY

40. Plaintiffs are under the imminent threat of water service disconnection if account holders do not make arbitrary payments on inaccurate bills. In fact, the City is routinely disconnecting water service, sometimes doing so even as account holders are in the City Attorney’s office at a purported review hearing. Numerous account holders have received an extortion like “offer” to accept responsibility for a contested 375

bill and then pay an arbitrary amount to maintain service.

E. ENTRY OF THE INJUNCTION IS CONSISTENT WITH THE PUBLIC INTEREST

41. The public interest is to prevent health and welfare conditions created by disconnected water. Further, public interest is to refrain from burdening account holders with threats of disconnection or when disconnection when the City knew in June 2018 that the system was inaccurate and a failure. Public interest is to serve the citizens by providing accurate information necessary to demand payment by account holders. Moreover, the City is “bound to act with the higher regard for the public interests” with respect to ensuring on adequate water system. *Light, Heat & Water Co. of Jackson, supra*, at 774.

F. ACCOUNTING

42. Plaintiffs adopt and re-allege all of the facts and allegations set forth in Paragraphs 1-41 above.

43. Mississippi law defines an accounting as a written financial statement containing all receipts and disbursements. Stated differently, “an accounting is an act or system of making up or setting accounts, consisting of a statement of the accounts with debts and credits arising from the relationship of the parties.” *University Nursing Associates, PLLC v. Phillips*, 842 So.2d 1270, 1274 (Miss. 2003).

44. A court of equity has jurisdiction over matters of account where three grounds exist: the need for discovery; the complicated character of the accounts; and, the existence of a fiduciary *or* trust relation.

45. Plaintiffs herein need discovery to ascertain what amount, if any, each account holder owes. The accounts are, by the City’s own admission, of complicated

character (so complicated that the City itself has filed a lawsuit demanding accuracy in usage and billing), and the City holds a trust relationship with its citizen account holders to demand payment only where the payment is legally due and owing.

G. APPOINTMENT OF SPECIAL MASTER; POWERS RULE/POWERS

46. Plaintiffs adopt and re-allege all of the facts and allegations set forth in Paragraphs 1-45 above.

47. MISS. R. CIV. PRO. 53 (a) grants the court authority to “appoint one or more persons...to be masters of the court, and the court, in which any action may appoint a special master herein.” The term “Master” may include an auditor, examiner, commissioner, in addition to any specially appointed attorney. MISS. R. CIV. PRO. 53 (a)-(b).

48. The Court has wide latitude in setting the scope of the master’s powers and responsibilities. M.R.C.P. 53(d). The master may have the authority to administer oaths, command production “of all books, papers, vouchers, documents” applicable to the issues. *Id.* Most importantly, “The court may direct an account to be taken in any cause in vacation or in term” where the master shall doubt as to the principles upon which any item of debit or credit claimed by either party” is not clearly reconcilable. M.R.C.P. 56(f).

49. Plaintiffs submit that appointment of a special master is necessary to establish a neutral dispute resolution process and ensure each account holder is only paying a correct amount for water usage.

VI. RELIEF SOUGHT

50. Plaintiffs adopt and re-allege all of the facts and allegations set forth in Paragraphs 1-49 above.

51. Plaintiffs, citizens and account holders respectfully request the Court enter an order:

- (i) Issuing a Preliminary Injunction prohibiting any and all water service interruptions until the City resolves its litigation in Hinds County Circuit Court Cause No. 19-375;
- (ii) Requiring the City to provide a complete accounting to each account holder within 90 days;
- (iii) Appointing a Special Master with powers to establish a neutral third-party review process;
- (iv) Appoint Simon & Teeuwissen, PLLC, Attorneys Anthony R. Simon, Pieter Teeuwissen and Jeffrey Graves (Of Counsel) to represent all similarly situated Account Holders;
- (v) Award attorney's fees and expenses.

VII. CONCLUSION

52. While the City pursues \$225 Million in Hinds County Circuit Court, it seems to have forgotten the people. The Account Holders are entitled to equitable relief in the form of a preliminary injunction, accounting and due process.

RELIEF DEMANDED

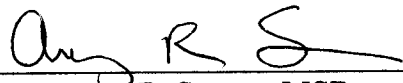
WHEREFORE, PREMISES CONSIDERED, Plaintiffs demand equitable relief of and from the City of Jackson as follows:

- (i) Issuance of a Preliminary Injunction prohibiting any and all water service interruptions until the City resolves its litigation in Hinds County Circuit Court Cause No. 19-375;
- (ii) Requiring the City to provide a complete accounting to each account holder within 90 days;
- (iii) Appointing a Special Master with powers to establish a neutral third-party review process;

- (iv) Appoint Simon & Teeuwissen, PLLC, Attorneys Anthony R. Simon, Pieter Teeuwissen and Jeffrey Graves (Of Counsel) to represent all similarly situated Account Holders;
- (v) Award attorney's fees and expenses.
- (vi) Any other relief which the Court deems appropriate and proper.

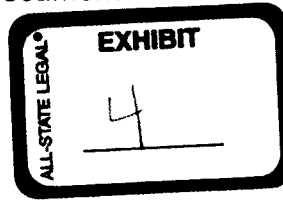
Respectfully submitted this the 18th day of June, 2019.

CITIZENS OF JACKSON, MISSISSIPPI,
INDIVIDUALLY AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED

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**AMENDMENT NO. 4 TO
PERFORMANCE CONTRACTING AGREEMENT
BETWEEN**

CITY OF JACKSON, MISSISSIPPI

AND

**Siemens Industry, Inc.,
Building Technologies Division**

WITNESSETH:

WHEREAS, the City of Jackson (hereinafter "CLIENT") and Siemens Industry, Inc. Building Technologies Division (hereinafter "SIEMENS") entered into a Performance Contracting Agreement for City of Jackson, MS, Water Infrastructure Improvements on January 30, 2013, and subsequently entered into Amendment No. 1 dated February 22, 2013 and Amendment No. 2 dated March 28, 2013 and Amendment No. 3 dated November 2, 2015; and

WHEREAS, the parties now desire to further revise portions of Exhibit A, the Scope of Work required under the Agreement, and to correspondingly revise certain portions of Exhibit C, Performance Assurance derived from the amended scope of work. For purposes of clarity, items to be removed from the Initial Agreement or prior amendments are shown as stricken; items to be inserted are shown as underlined text.

NOW THEREFORE, as a result of the Recitals, which are specifically incorporated herein and for the other good and valuable consideration, the Parties agree to amend the Agreement as follows:

Exhibit A, Article 1, Section 1.2.1 is revised as follows:

1.2.1 Automatic Metering System Upgrade - Except as otherwise expressly provided herein, SIEMENS will provide all Equipment, material and labor to upgrade the CLIENT's water utility system as follows.

SIEMENS will install an Automatic Metering System to provide hourly reads as follows:

- Install ~~64,008~~ 60,457 water meters with a Mueller Mi.Node Transmitter (or similar);
- Provide ~~340~~ 4,752 water meters with a Mueller Mi.Node Transmitter (or similar) for inventory;
- Install Sixty (60) Mi.Hub Collectors (or similar) to be installed on CLIENT assets;
- Install 900 network repeaters;
- Replace the external batteries for all meters four inches (4") and larger during year eight (8) of the Performance Guarantee Period;
- Perform download of billing account data from the existing Customer Information System (CIS);
- Installation of standard meter data management system and server;
- Perform upload of new meter change information into the existing CIS prior to implementation of new customer care and billing and customer self service software modules;
- Development and installation of a new customer care and billing software module and server;
- Development and installation of a new customer self service software module and server;
- Provide a customized output from the new customer care and billing software module for periodic updating of the CLIENT's existing applications;

- Development and Installation of a new document and bill publishing software module to include one (1) customized invoice template;
- Provide a customized output from the new customer care and billing and the new document and bill publishing system to be utilized by an external third party bill printing and delivery vendor (to be procured by the CLIENT). This will include the delivery of a bill image to be utilized for printing by the third party bill printing and delivery vendor;
- Hosting and bandwidth will be provided throughout the Construction Period, not to exceed a total of twenty-four (24) months, for the new customer care and billing software module and the new customer self service software module;
- Hosting for the Mueller meter data management system will be provided throughout the Construction Period, not to exceed a total of twenty-four (24) months;
- Provide Interactive Voice Response (IVR) system vendor with standard XAI services or database call information relevant to the new customer care and billing software module;
- Training to include:
 - Field training for meter maintenance staff of proper installation and maintenance of all system components;
 - Technical Support staff – 100 hours of off-site technical training on the new customer care and billing, customer self service, and various applicable output modules during the Construction Period;
 - Technical Support staff – Thirty-two (32) hours of on-site technical training on the fundamentals and implementation of the new customer care and billing software module;
 - Designated Future Trainers – Sixty-four (64) hours of off-site training for the CLIENT's designated trainers who will train new employees and users of the system;
 - System Operators – Sixty-four (64) hours of on-site training to include configuration and future operation of the new customer care and billing software module;
 - System Operators – 160 hours of on-site technical training on the immediate usage of the new customer care and billing software module prior to full implementation;
 - Technical Support Staff – Sixteen (16) hours of off-site training covering the new customer self service software module;
 - Billing Department staff – 200 hours of individual user group (to include administrators, managers, supervisors, clerks, and technical support staff) off-site training specific to their role in utilizing the new customer care and billing software module and the new customer self service software module;
 - Technical Support Staff – Technical training for the metering infrastructure components and operation of integration into Mueller meter data management system (or similar) to include collectors, wireless (& other) connectivity, and Network Repeaters.
- Commissioning/verification of the system;
- Operations & Maintenance manuals to include:
 - Equipment specification sheets for each component installed including meters, transmitters, MLHub Collectors, Network Repeaters, data servers, and all ancillary Equipment;
 - Operation, maintenance, and training manuals in both paper and electronic format, for the Equipment listed above;
 - Warranty information on all provided Equipment (including servers).
- Post Production Technical Support for one (1) year from the date that the new CIS goes live limited to 500 hours of support.

The necessary auxiliary Equipment such as curb stops, lids, nuts, boxes, bolts & gaskets will be provided as required to install water meters unless specifically noted in the table below. SIEMENS will be responsible for piping and valves for only two feet on either side of the meter. Any leaks in this area caused by the installation of the new meter will be repaired with like for like materials. SIEMENS will provide for the modification of the large meter vaults located in soft surfaces as required for installation of the large meters to include straight line piping modifications, vault wall modifications, and dirt excavation (limited to 45 vaults). SIEMENS will also provide training and administrative support

prior to Substantial Completion of the Project to ensure a functional system. The table below shows the meter quantities that SIEMENS will install for this FIM.

QTY	Description
59,936 <u>55,412</u>	5/8" x 1/2" PD RDM Meter Replacement with Mi.Node (or similar)
2,409 <u>2,478</u>	1" PD Meter Replacement with Mi.Node (or similar)
617 <u>981</u>	1.5" PD Meter Replacement with Mi.Node (or similar)
1,553 <u>1,147</u>	2" PD Meter Replacement with Mi.Node (or similar)
499 <u>357</u>	4" Mag Meter Replacement with external battery
83 <u>73</u>	6" Mag Meter Replacement with external battery
6 <u>2</u>	8" Mag Meter Replacement with external battery
3 <u>0</u>	10" Mag Meter Replacement with external battery
3 <u>0</u>	12" Mag Meter Replacement with external battery
60	Mi.Hub Collectors (or similar) with solar power system (as applicable)
584	Mi.Nodes (or similar) with connectors for Mag Meters
5	Handheld Computers
900	Network Repeaters
229 <u>4,550</u>	5/8" x 1/2" PD RDM Meter with Mi.Node (or similar) for inventory
49 <u>7</u>	1" PD Meter Replacement with Mi.Node (or similar) for inventory
49 <u>53</u>	1.5" PD Meter Replacement with Mi.Node (or similar) for inventory
49 <u>54</u>	2" PD Meter Replacement with Mi.Node (or similar) for inventory
9 <u>82</u>	4" Mag Meter Replacement with external battery (or similar) for inventory

- 05 6" Mag Meter Replacement with external battery (or similar)
for inventory
- 01 10" Mag Meter Replacement with external battery (or similar)
for inventory

The following are considered to be the basis of design for the new CIS being provided and represent the functionality to be provided through this scope.

- Customer Care and Billing Software Module
 - Base Software Module for Residential Customers
 - Credit and Collections for Residential Customers Module
 - Rating and Billing for Residential Customers Module
 - Cashiering for Residential Customers Module
 - Task Optimization Tools for Residential Customers Module
 - Archiving for Residential Customers Module
 - Base Software Module for Commercial and Industrial Customers
 - Credit and Collections for Commercial and Industrial Customers Module
 - Rating and Billing for Commercial and Industrial Customers Module
 - Cashiering for Commercial and Industrial Customers Module
 - Task Optimization Tools for Commercial and Industrial Customers Module
 - Archiving for Commercial and Industrial Customers
- Customer Self Service Software Module
 - Base Software Module for Residential Customers
 - Billing and Payment Management for Residential Customers Module
 - Customer Service Management for Residential Customers Module
 - Base Software Module for Commercial and Industrial Customers
 - Billing and Payment Management for Commercial and Industrial Customers Module
 - Customer Service Management for Commercial and Industrial Customers Module

SIEMENS will provide data conversion Services of two (2) years worth of historical data from the Effective Contract Date for integration into the new CIS as follows:

- Accounts and Customers – The following customers and accounts will be converted along with their respective service agreements:
 - All active accounts as of the Effective Contract Date, limited to the total number of installed Meters Guaranteed as defined in Section 4.2.1 of Exhibit C;
 - All accounts finalized within one year of the Effective Contract Date;
 - All accounts with a debit balance and finalized within three (3) years of the Effective Contract Date;
 - All accounts with a credit balance and finalized within seven (7) years of the Effective Contract Date.
- Budgets – All active budgets will be converted;
- Deposits – All active deposits will be converted;
- Bill History – Historical bills will be converted in a summary format;
- Payment History – Historical payments will be converted;
- Premises and Service Points – All active premises and service points and those finalized within one (1) year of the Effective Contract Date will be converted;
- Meters – All installed and in-stock meters will be converted.

The following items will not be converted for integration into the new CIS:

- Special payment plans or payment extensions;
- Credit and collections information.
- Pending or completed field orders.

CLIENT will provide the following upon request and within a reasonable amount of time during the Construction Period in order to ensure the correct implementation of the FIM:

- In regards to the customized output from the new document and bill publishing system, selection of a single bill printing and delivery vendor must be provided by the CLIENT prior to this portion of the Work commencing and shall be used as the basis of design for this portion of the Work;
- Provide input and validation of the new bill print format;
- Provide interpretation of data, codes and other requirements as it relates to the current CIS and future needs of the new customer care and billing software module;
- Data cleansing as identified during the Construction Period;
- Provide file formats, examples and additional details as required for the outputs to be used with existing applications;
- Provide copies of all reports that are critical to business upon the Effective Contract Date. This will be limited to the standard report offerings plus up to fifteen (15) additional reports;
- Provide copies of all letters that are sent out based on activities in CIS. This will be limited to a maximum of ten (10) letters;
- Provide information and support on the online payment options and customer self service options in effect as of the Effective Contract Date.

SIEMENS will provide a workforce training program that will focus on training and enlisting motivated individuals to enter or re-enter the workplace who currently face barriers to employment due to extended unemployment periods, incarceration, or military service. These services will include pre-screening assessment tools and staff. Siemens will provide 4,200 hours of actual on the job work training and work for these individuals to be performed throughout the Construction Period. The type of trade work will be limited to the following areas:

- Masonry
- Plumbing
- Electrical
- Carpentry

Exhibit A, Article 1, Section 1.2.2 is revised as follows:

- 1.2.2 WTP and Sewer Collection Line Repairs - Except as otherwise expressly provided herein, SIEMENS will provide all Equipment, material and labor to perform the following:

SIEMENS will provide parts, repairs, and upgrades to the J.H. Fewell Water Treatment Plant (WTP) as follows:

- Chemical Feed Repairs
 - Inspection and replacement of existing motor, switchover valve, ammoniators, chlorinators, chlorine injector, chemical feed pumps, CL2 analyzers and associated

- o piping;
- o Provide up to six (6) on-site visits (not to exceed 8 hours each) to calibrate and adjust the system to ensure proper operation,
- Provide quarterly service/maintenance labor for twenty-four (24) months during the Construction Period for Trojan ultraviolet system as follows:
 - o Forty (40) hours on-site per quarterly visit to perform inspection and service of the system;
 - o Thirty-two (32) hours of emergency service with 48-hour response time
 - o 24/7 telephone technical support;
- Provide up to twenty-four months of service during the Construction Period for the Controls Systems, Inc controls system as follows:
 - o Limited to 400 total hours per year between the hours of 7:00 AM to 4 30 PM CST, Monday thru Friday;
 - o Two (2) hour response time during the hours defined above,
 - o Minimum charge of one (1) hour per service call;
- Recoat Elaine water storage tank as follows:
 - o Remove existing coatings;
 - o Apply one (1) coat of zinc clad coating;
 - o Apply one (1) coat of protective epoxy coating;
 - o Apply one (1) coat of high gloss, polyurethane sealer;
 - o Application of CLIENT's logo is included;
 - o Exclusion: No tank repairs are included.
- Replace Clearwell Pump #2
 - o Worthington vertical turbine pump with 16MF mixed flow, water flush lubrication, 1176RPM, 73' TDH.
- ~~Removal and replacement of filter media for Filter #11 to include grouting as required and factory authorized inspection;~~
- Replace main doors at Windsor Booster Station as follows:
 - o Replace two (2) 3' X 6' 8" metal doors;
 - o Repair block,
 - o Paint to match building;
- Replace roof on fluoride building
 - o Remove existing coal tar roof to structural concrete;
 - o Adhere 1/8" tapered system with approved adhesive;
 - o Adhere 1/4" sopraboard with approved adhesive;
 - o Cold apply or heat weld modified bitumen base sheet;
 - o Cold apply or heat weld modified bitumen cap sheet,
 - o All edge metal to be removed and replaced with 0.040" aluminum;
- Replace existing Sabre manual chlorine dioxide generator and feed system with similar type, size, and capacity unit
- Repair filters #17, #18, #19, #21, #22 and #26;
- Replace check valve on pump #3;

SIEMENS will provide parts, repairs and upgrades to the O.B. Curtis WTP as follows:

- Provide quarterly service/maintenance labor for twenty-four (24) months during the Construction Period for Trojan ultraviolet system as follows:
 - o Forty (40) hours on-site per quarterly visit to perform inspection and service of the system;
 - o Thirty-two (32) hours of emergency service with 48 hour response time,
 - o 24/7 telephone technical support;
- Replace raw water and pre-oxidation perimeter lights with similar materials;
- Replace door on walk-in HV switch gear;
- Install two (2) 2' x 6' sluice gates with grating modifications as needed to original rapid mix for isolation during maintenance.
- Repair and recoat Dryvit building exterior finishes as follows:
 - o Clean Dryvit on sludge building;
 - o Clean Dryvit, patch cracks and holes, and repair cornice on east side of chemical

- feed building;
- o Clean coating on concrete, patch cracks and holes where coating delaminated at Influent pump station;
- o Clean coating on concrete, patch cracks and holes in DryVit and coating on membrane building;
- o Clean DryVit, clean coating on concrete, patch cracks and holes in DryVit and coating on filter building;
- o Clean DryVit, recoat DryVit at sides and rear, recoat DryVit to wainscot band on front of administration/lab building;
- o Clean coating on concrete foundation of high service pump building;
- o Clean coating on concrete, patch cracks and holes where coating has delaminated on pre-oxidation basin;
- Replace sludge plant roof as follows:
 - o Install furring over existing shingle roof;
 - o Install metal roof with exposed fasteners;
 - o Color to match existing building;
- Replace existing 6,000 CFM dehumidification unit with new Dry-Air (or similar) packaged dehumidification system to include:
 - o Control panel;
 - o Rotor drive assembly;
 - o Outlet dampers;
 - o Structural skid mounted;
 - o Pre-wired with disconnect switch;
- Replace motor guards on High Service Pump #3;
- Replace motor guards on High Service Pump #4;
- Backwash Pump #11
 - o Replace two (2) motor guards;
 - o Replace vibration sensor;
- High Service Pump #2
 - o Replace expansion joint;
- High Service Pump #5
 - o Replace motor guards;
 - o Replace vibration sensor;
- Backwash Pump #2
 - o Replace vibration sensor;
 - o Replace two (2) motor guards;
- High Service Pump #10
 - o Replace vibration sensor;
 - o Replace two (2) motor guards;
- Install alternating board for filter gallery sump pumps;
- Install sixteen (16) 624U Watson Marlow (or similar) two-headed diaphragm pumps for lime, ACH, polymer, and caustic and install new controls in chemical feed building;
- Replace one (1) 3 HP, 3,450 RPM raw water pump for membrane pilot plant;
- Fabricate and install covers for membrane building air compressors;
- Inspect and perform miscellaneous repairs for all pH and turbidimeters as needed;
- Provide parts to replace reject actuator and solenoid in membrane building;
- Repair temperature meter on membrane tanks;
- Replace all collapsed hoses in membrane recovery feed system;
- Install two (2) new backup 2 HP sump pumps in chemical building;
- High Service Pump #8
 - o Replace bearings;
 - o Repair pump and 800 HP motor;
- Design and install gate valve to separate the two rapid mixers as follows:
 - o Cut and demolish existing asphalt;
 - o Install new forty-two inch (42") gate valve in existing pre-stressed pipe to include a fitting and evacuation shoring;
 - o Backfill and repair asphalt;
- Replace one (1) Philadelphia 15 HP back up mixer (or similar);

- Replace float for filter gallery sump pump;
- Miscellaneous SCADA additions
 - Read pH from SCADA system;
 - Program temperature display and trend output for raw water, high service water, and first tap;
- Inspect and clean out raw water line from intake to plant
 - Inspection and cleaning will be performed over a thirty (30) day period by professional divers to include clam removal, Before and after video will be provided.
- Repair Centrifuge #1 as follows:
 - Remove and ship to repair facility;
 - Disassemble, clean and inspect rotating assembly including gearbox;
 - Repair register fits for solid and liquid bowl hubs;
 - Repair feed zone liner and accelerator and replace surface erosion protection;
 - Replace conveyor ties as required;
 - Dynamically balance bowl and conveyor to ISO G1.0 tolerance;
 - Assemble conveyor with new bearings, seal and o-rings;
 - Assemble bowl hubs with new bearings, seal and o-rings;
 - Assemble gearbox with new bearings, seals and o-rings;
 - Replace rotor fasteners as required and paint bearing housings;
 - Perform four (4) hours function test;
 - Record vibration and bearing temperature readings;
 - Return shipping to CLIENT and re-install;
- During the Construction Period, provide twenty-four (24) months of service, training, and monitoring for membrane ultra filtration equipment to include:
 - Automated data collection and web-accessible, graphical reporting;
 - Bi-weekly review of data and communication of issues to CLIENT;
 - Provide a semi-annual management report with analysis of key trends and recommendations to improve plant operation, membrane cleaning and overall performance;
 - 24/7 emergency telephone technical support;
 - Three (3) site visits by a factory service representative for five (5) days or forty (40) hours, commencing 8:00 AM on a Monday until this time has elapsed.
- Provide one (1) set of ultrafilters to replace damaged and unusable inventory. SIEMENS to provide material only;
- Provide one (1) set of ultrafilters to replace damaged and unusable inventory
- Repair membrane color analyzer;
- Replace transfer pump for Membrane Manganese Analyzer;
- Replace reject valve for train #1;
- Repair fan on southeast compressor unit on membrane building roof;
- Replace chlorine dioxide system;
- Replace all eighteen (18) valves on the clarivac system;

SIEMENS will provide sewer collection line repairs at the below locations. This includes labor and material for a complete line repair as described. Asphalt repairs, erosion control, bypass pumping, select fill, traffic control, and fence removal/replacement are included on an as-needed basis.

- Wilshire Avenue
 - Remove and replace 600 linear feet of twenty-one inch (21") sewer line;
 - Remove and replace 400 linear feet of eighteen inch (18") sewer line;
 - Includes three (3) manholes;
 - Includes one (1) stream crossing;
- 300 Block of Rollingwood Drive
 - Remove and replace 1,140 linear feet of eight inch (8") and ten inch (10") sewer line;
 - Includes four (4) manholes;
 - Includes one (1) stream crossing;
- 2704 Quail Run at Eastover
 - Remove and replace 320 linear feet of twelve inch (12") sewer line;
- 2115 Robin Drive

- o Remove and replace 1,125 linear feet of twelve inch (12") sewer line;
 - o Includes six (6) manholes;
- 220 Dixon Road to I-220
 - o Remove and replace 1,200 linear feet of twelve inch (12") sewer line;
 - o Includes three (3) manholes;
- East Northside Drive
 - o Relocate 500 linear feet of sewer line from side of street to middle of street from Eastwood Road to Culleywood Drive;
 - o Includes two (2) manholes;
- Pearl Street
 - o Remove and replace 260 linear feet of eight inch (8") sewer line;
 - o Includes two (2) manholes;
 - o Remove and replace 100 additional feet of (14") ductile iron pipe, connect to existing water line installed under allowance scope below and patch asphalt.
- 2234 West Highway 80
 - o Repair of thirty inch (30") sewer line from Lynch Creek Interceptor at Hattiesburg Street going west to the north turn of line;
- McClure Road at Meadow Lane
 - o Replace 2,250 linear feet of fifteen inch (15") sewer line;
 - o Replace ten inch (10") sewer line with a fifteen inch (15") sewer line from intersection of Meadow Lane and Wildwood Terrace to South Sunset Terrace;
- 3838 Eastover Drive to 3900 Eastover Drive
 - o Replace six inch (6") sewer line with eight inch (8") sewer line;
 - o Includes five (5) manholes
- Beasley Road to Meadow Road
 - o Repair of thirty inch (30") sewer line;
 - o Includes two (2) stream crossings and lining of pipe;
- 2212 Heritage Hill Drive
 - o Remove and replace 400 linear feet of eight inch (8") sewer line;
 - o Includes one (1) manhole;
- 5044 Wayneland Drive
 - o Removal of 700 linear feet of six inch (6") sewer line;
 - o Replace six inch (6") sewer line with eight inch (8") sewer line;
 - o Includes two (2) manholes;
- South Drive/ Galvez Street to Jayne Avenue
 - o Remove and replace 2,300 linear feet of twenty-one inch (21") sewer line;
 - o Includes six (6) manholes;
 - o Includes two (2) stream crossings;
- Liberty Street to Coleman Avenue
 - o Remove and replace 60 linear feet of fifteen inch (15") sewer line;
 - o Includes one (1) stream crossing.
- 1500 Block of Sheffield Drive
 - o Repair 8" Sewer Line Collapse
- In addition to the aforementioned projects, Siemens will allocate \$2,327,292 in cost for the inclusion of additional sewer line projects to be selected during construction from the below list.
 - o Pearl Street - Install 300 linear feet of (14") ductile iron pipe 200 linear feet east of Farish Street to 165 linear feet west of Lamar Street
 - o W McDowell Road near Hickory Drive - repair 305 linear feet of (8") sanitary sewer line
 - o Beatty Street from Zhander Street to Allen Street - replace 250 linear feet of (8") sanitary sewer line
 - o Pleasant Avenue from Gendale Street to Hull Street - Install 200 linear feet of (12") sanitary sewer line

Exhibit A. Article J, Section 1.2.3 is added as follows

1.2.3 **Customer Care and Billing (CC&B) System Support Services and Automatic Metering System Support Services -Except as otherwise expressly provided herein. SIEMENS will provide all Equipment, material and labor to perform the following:**

SIEMENS will provide the following support services for the Customer Care Billing (CC&B) System and Automatic Metering System:

- **SIEMENS shall engage its subcontractor Origin Consulting ("Origin") to supply additional services relative to the CC&B system. SIEMENS will engage Origin to remediate up to a maximum of 21,000 stranded bills (Track 1 -Stranded Bill Remediation); assess the CLIENT'S business operations (Track 2 -Business Operations Assessment); and gain insight into existing City technical issues (Track 3 -Technical Operations Assessment). SIEMENS estimates the term of Origin's engagement to be six (6) months to complete Track 1, 2 & 3. The components of the Work are listed below. The detailed services, deliverables, estimated schedule, clarifications, assumptions and exclusions are fully detailed in the attached Appendix A.**
 - o **Stranded bill remediation**
 - o **Business operations assessment**
 - o **Technical operations assessment**
 - o **onTrack Revenue software & license**
- **SIEMENS will provide meter services support via its subcontractor, Pedal Valve, Inc., providing a fulltime (5 day, 8 hour per day standard) Pedal Valve, Inc. (PVI) employee for a fixed six (6) month term. This resource is intended to augment and not replace CLIENT meter services activity. The components of the Work are listed below.**
 - o **Daily field activity support**
 - o **MiNet/CC&B alignment support**
 - o **CLIENT installed meter programming**
 - o **Meter mitigation support**
- **SIEMENS will provide AMI and MiNet services via its subcontractor, Mueller Systems, for a fixed six (6) month term. This resource is intended to augment and not replace CLIENT services activity. The components of the Work are listed below. The Mueller Systems detailed scope of services, service and license term, assumptions and clarifications are fully detailed in the attached Appendix B. Note: Per Appendix B CLIENT will obtain a 1 year license for use of Mueller's MLHost, AMI Software Module, Mi.Host Water Alerts Portal and 1 year Maintenance on Handheld PCs, Install Radios, MLHub Collectors & MLHub Maintenance Radios. Infrastructure and Mi.Node Service & Maintenance Plan shall expire after six (6) months.**
 - o **Software maintenance, hosting, and support**
 - o **Hardware maintenance and support**
 - o **Daily MiNet support**
 - o **Daily MiNode Maintenance**
 - o **Collector & repeater maintenance**
- **SIEMENS will provide project management oversight of its subcontractors, their activities, performance and schedule for a fixed six (6) month term.**

Exhibit C, Article 1: Summary of Articles and Total Guaranteed Savings, Table 1.1—Total Guaranteed Savings (Units) is amended as follows:

Performance Period	Small Meter Billable Usage Increase [1] (CCF)	Large Meter Billable Usage Increase [2] (CCF)	Total
Construction	986,829	217,376	1,184,205
Annual Period 1	1,045,247	434,751	1,479,998
Annual Period 2	1,098,269	434,751	1,533,020
Annual Period 3	1,151,290	434,751	1,586,041
Annual Period 4	1,151,290	434,751	1,586,041
Annual Period 5	1,151,290	434,751	1,586,041
Annual Period 6	1,151,290	434,751	1,586,041
Annual Period 7	1,151,290	434,751	1,586,041
Annual Period 8	1,151,290	434,751	1,586,041
Annual Period 9	1,151,290	434,751	1,586,041
Annual Period 10	1,151,290	434,751	1,586,041
Annual Period 11	1,151,290	434,751	1,586,041
Annual Period 12	1,151,290	434,751	1,586,041
Annual Period 13	1,151,290	434,751	1,586,041
Annual Period 14	1,151,290	434,751	1,586,041
Annual Period 15	1,151,290	434,751	1,586,041
TOTALS	18,077,120	6,738,641	24,815,761

Exhibit C, Article 1: Summary of Articles and Total Guaranteed Savings, Table 1.2—Total Guaranteed Savings (Cost) is amended as follows:

Table 1.2 – Total Guaranteed Savings (Cost)					
Performance Period	Small Meter Billable Usage Increase \$	Large Meter Billable Usage Increase \$	Operational Savings \$	Deferred Maintenance Savings \$	Total Savings \$
Annual Period 0	\$2,309,957	\$501,802	\$503,750	-	\$3,315,509
Annual Period 1	\$2,529,702	\$1,003,604	\$2,015,200	\$1,654,389	\$7,202,895
Annual Period 2	\$2,657,333	\$1,003,604	\$2,075,656	\$1,654,389	\$7,390,983
Annual Period 3	\$2,784,965	\$1,003,604	\$2,137,926	\$1,654,389	\$7,580,884
Annual Period 4	\$2,784,965	\$1,003,604	\$2,202,063	\$1,654,389	\$7,645,021
Annual Period 5	\$2,784,965	\$1,003,604	\$2,268,125	\$1,654,389	\$7,711,083
Annual Period 6	\$2,784,965	\$1,003,604	\$2,336,169	\$1,654,389	\$7,779,127
Annual Period 7	\$2,784,965	\$1,003,604	\$2,406,254	\$1,654,389	\$7,849,212
Annual Period 8	\$2,784,965	\$1,003,604	\$2,478,442	\$1,654,389	\$7,921,400
Annual Period 9	\$2,784,965	\$1,003,604	\$2,552,795	\$1,654,389	\$7,995,753
Annual Period 10	\$2,784,965	\$1,003,604	\$2,629,379	\$1,654,389	\$8,072,337
Annual Period 11	\$2,784,965	\$1,003,604	\$2,708,260	\$1,654,389	\$8,151,218
Annual Period 12	\$2,784,965	\$1,003,604	\$2,789,508	\$1,654,389	\$8,232,466
Annual Period 13	\$2,784,965	\$1,003,604	\$2,873,193	\$1,654,389	\$8,316,151
Annual Period 14	\$2,784,965	\$1,003,604	\$2,959,389	\$1,654,389	\$8,402,347
Annual Period 15	\$2,784,965	\$1,003,604	\$3,048,171	\$1,654,389	\$8,491,129
TOTALS	\$43,701,532	\$15,555,862	\$37,984,280	\$24,815,841	\$122,057,515

Exhibit C, Article 2: Measurement and Verification Options, Table 2.1—Savings for First Annual Period by M&V Option is deleted in its entirety and replaced with the following revised Table 2.1:

FIM	Energy/Utility Savings \$			Operational Savings \$	Total Savings \$	Estimated Cost	Payback Years	Estimated Life of Measures
	Applicable M & V Options							
	A Retrofit Isolation: Key Parameter Measurement	E Stipulated	TOTAL Energy/Utility Savings	E Stipulated				
Automatic Metering System Upgrade	\$2,529,702	\$1,003,604	\$3,533,306	\$2,015,250	\$5,548,506	\$65,526,166	11.8	20
WTP and WWTP Repairs	-	-	-	\$1,654,389	\$1,654,389	\$24,274,101	14.7	15—equipment repairs 20—structural repairs 25—sewer line repairs
TOTALS	\$2,529,702	\$1,003,604	\$3,533,306	\$3,669,289	\$7,202,895	\$89,800,267	12.5	

Exhibit C, Article 2: Measurement and Verification Options, Table 2.2—Source of Operational Savings is amended as follows:

...

Table 2.2 - Source of Operational Savings				
Account/Vendor	Description	Annual Cost \$	# of Annual Periods Savings Are Applied	Annual Period Savings Begin
Manpower	Avoided future employment needs through elimination of new employee requirements	\$476,000	15	1
Reduction in City Vehicles	Fewer vehicles needed for meter reading	\$48,200	15	1
Reduction in Fuel Consumption	Less fuel consumed for meter reading	\$33,000	15	1
Manpower	Fewer re-reads and less work associated with meter reading	\$400,000	15	1
Meter/Lid Purchases	Less replacement meter/lid purchase requirements	\$240,000	15	1
Manpower	Less work associated with shutoffs/restore of service	\$800,000	15	1
Billing System Maintenance	Elimination of existing billing system maintenance expenditures	\$20,000	15	1
Construction Savings	Portion of the above items that will be achieved during the Construction Period	\$503,750	1	0
O&M Maintenance*	Avoided Deferred Maintenance costs associated with Water Treatment Plants and the City Sewer Collection System	\$1,654,389	15	1

*O&M Maintenance: Avoided Deferred Maintenance Annual Cost/Savings change from original contract is based on the same simple payback calculation as the original contract. The savings represent a simple payback of 14.7 years (cost/savings). "Deferred Maintenance" is defined in Article 2: Glossary of the Performance Contract Agreement.

Exhibit C, Article 5: Baseline Data, Table 5.1 – Baseline Consumption for Automatic Meter System Upgrade FIM is amended as follows:

Year 1 - Annual Small Meter Revenue Calculations

Description	Existing Consumption at 100% Accuracy (CCF)	Existing Meter Accuracy %	Existing Consumption (CCF)	New Meter Accuracy %	Consumption Billed with New Meters (CCF)	Annual Consumption Increase (CCF)	Annual Consumption Increase (\$)
Water 5/8" Inside Group 1	1,302,737	86.10%	1,121,657	98.60%	1,283,196	161,539	\$400,618
Water 5/8" Inside Group 2	1,156,042	86.10%	995,362	98.50%	1,136,701	143,349	\$356,506
Water 5/8" Inside Group 3	799,985	86.10%	688,787	98.50%	787,986	99,198	\$246,011
Water 5/8" Inside Group 4	948,754	86.10%	816,878	98.60%	934,523	117,646	\$291,761
Water 5/8" Inside 1 Mile	251,309	86.10%	216,377	98.50%	247,539	31,162	\$154,565
Water 5/8" Outside 1 Mile	197,223	86.10%	169,809	98.50%	194,265	24,456	\$36,194
Water 1" Inside	486,673	92.40%	449,594	98.50%	479,275	29,681	\$73,609
Water 1" Inside 1 Mile	9,932	92.40%	9,177	98.50%	9,783	606	\$3,005
Water 1" Outside 1 Mile	8,585	92.40%	7,932	98.50%	8,456	624	\$775
Water 1.5" & 2" Inside	1,710,429	93.70%	1,602,672	98.50%	1,684,773	82,101	\$203,609
Water 1.5" & 2" Inside 1 Mile	9,006	93.70%	8,438	98.50%	8,871	432	\$2,144
Water 1.5" & 2" Outside 1 Mile	12,002	93.70%	11,246	98.50%	11,822	576	\$853
Sewer 5/8" Inside Group 1	657,756	86.10%	566,328	98.50%	647,889	81,562	\$175,358
Sewer 5/8" Inside Group 2	661,755	86.10%	569,771	98.50%	651,829	82,058	\$176,424
Sewer 5/8" Inside Group 3	446,787	86.10%	384,684	98.50%	440,085	55,402	\$119,113
Sewer 5/8" Inside Group 4	505,808	86.10%	435,500	98.50%	498,221	62,720	\$134,848
Sewer 5/8" Inside 1 Mile	5,843	86.10%	5,031	98.50%	5,756	725	\$1,658
Sewer 5/8" Outside 1 Mile	896	86.10%	771	98.50%	882	111	\$239
Sewer 1" Inside	200,773	92.40%	185,514	98.50%	197,761	12,247	\$26,331
Sewer 1" Inside 1 Mile	851	92.40%	787	98.50%	839	52	\$112
Sewer 1" Outside 1 Mile	0	92.40%	0	98.50%	0	0	\$0
Sewer 1.5" & 2" Inside	1,230,311	93.70%	1,152,801	98.50%	1,211,856	59,055	\$126,968
Sewer 1.5" & 2" Inside 1 Mile	971	93.70%	910	98.50%	956	47	\$100
Sewer 1.5" & 2" Outside 1 Mile	0	93.70%	0	98.50%	0	0	\$0
TOTALS	10,604,326		9,400,016		10,445,263	1,045,247	\$2,529,702

*Baseline has been modified due to changes in final stalled meter quantities as reflected in Exhibit A, Article 1, Section 2.1 of this Amendment 4 as well as by a two year shift in meter accuracy and consumption related to the Construction Period lasting two years beyond the completion date under the Agreement.

Exhibit C, Article 5: Baseline Data, Table 5.7 – Estimation of Existing Small Meter Accuracy over Project Term is amended as follows:

Description	Existing Small Meter Accuracy - Test Data							
	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Water 5/8" Inside Group 1	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Water 5/8" Inside Group 2	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Water 5/8" Inside Group 3	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Water 5/8" Inside Group 4	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Water 5/8" Inside 1 Mile	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Water 5/8" Outside 1 Mile	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Water 1" Inside	92.40%	92.40%	91.90%	91.40%	90.90%	90.40%	89.90%	89.40%
Water 1" Inside 1 Mile	92.40%	92.40%	91.90%	91.40%	90.90%	90.40%	89.90%	89.40%
Water 1" Outside 1 Mile	92.40%	92.40%	91.90%	91.40%	90.90%	90.40%	89.90%	89.40%
Water 1.5" & 2" Inside	93.70%	93.70%	93.20%	92.70%	92.20%	91.70%	91.20%	90.70%
Water 1.5" & 2" Inside 1 Mile	93.70%	93.70%	93.20%	92.70%	92.20%	91.70%	91.20%	90.70%
Water 1.5" & 2" Outside 1 Mile	93.70%	93.70%	93.20%	92.70%	92.20%	91.70%	91.20%	90.70%
Sewer 5/8" Inside Group 1	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Sewer 5/8" Inside Group 2	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Sewer 5/8" Inside Group 3	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Sewer 5/8" Inside Group 4	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Sewer 5/8" Inside 1 Mile	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Sewer 5/8" Outside 1 Mile	86.10%	86.10%	85.60%	85.10%	84.60%	84.10%	83.60%	83.10%
Sewer 1" Inside	92.40%	92.40%	91.90%	91.40%	90.90%	90.40%	89.90%	89.40%
Sewer 1" Inside 1 Mile	92.40%	92.40%	91.90%	91.40%	90.90%	90.40%	89.90%	89.40%
Sewer 1" Outside 1 Mile	92.40%	92.40%	91.90%	91.40%	90.90%	90.40%	89.90%	89.40%
Sewer 1.5" & 2" Inside	93.70%	93.70%	93.20%	92.70%	92.20%	91.70%	91.20%	90.70%
Sewer 1.5" & 2" Inside 1 Mile	93.70%	93.70%	93.20%	92.70%	92.20%	91.70%	91.20%	90.70%
Sewer 1.5" & 2" Outside 1 Mile	93.70%	93.70%	93.20%	92.70%	92.20%	91.70%	91.20%	90.70%

Description	Existing Small Meter Accuracy - Test Data							
	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Water 5/8" Inside Group 1	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Water 5/8" Inside Group 2	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Water 5/8" Inside Group 3	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Water 5/8" Inside Group 4	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Water 5/8" Inside 1 Mile	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Water 5/8" Outside 1 Mile	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Water 1" Inside	88.90%	88.40%	87.90%	87.40%	86.90%	86.40%	85.90%	85.40%
Water 1" Inside 1 Mile	88.90%	88.40%	87.90%	87.40%	86.90%	86.40%	85.90%	85.40%
Water 1" Outside 1 Mile	88.90%	88.40%	87.90%	87.40%	86.90%	86.40%	85.90%	85.40%
Water 1.5" & 2" Inside	90.20%	89.70%	89.20%	88.70%	88.20%	87.70%	87.20%	86.70%
Water 1.5" & 2" Inside 1 Mile	90.20%	89.70%	89.20%	88.70%	88.20%	87.70%	87.20%	86.70%
Water 1.5" & 2" Outside 1 Mile	90.20%	89.70%	89.20%	88.70%	88.20%	87.70%	87.20%	86.70%
Sewer 5/8" Inside Group 1	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Sewer 5/8" Inside Group 2	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Sewer 5/8" Inside Group 3	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Sewer 5/8" Inside Group 4	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Sewer 5/8" Inside 1 Mile	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Sewer 5/8" Outside 1 Mile	82.60%	82.10%	81.60%	81.10%	80.60%	80.10%	79.60%	79.10%
Sewer 1" Inside	88.90%	88.40%	87.90%	87.40%	86.90%	86.40%	85.90%	85.40%
Sewer 1" Inside 1 Mile	88.90%	88.40%	87.90%	87.40%	86.90%	86.40%	85.90%	85.40%
Sewer 1" Outside 1 Mile	88.90%	88.40%	87.90%	87.40%	86.90%	86.40%	85.90%	85.40%
Sewer 1.5" & 2" Inside	90.20%	89.70%	89.20%	88.70%	88.20%	87.70%	87.20%	86.70%
Sewer 1.5" & 2" Inside 1 Mile	90.20%	89.70%	89.20%	88.70%	88.20%	87.70%	87.20%	86.70%
Sewer 1.5" & 2" Outside 1 Mile	90.20%	89.70%	89.20%	88.70%	88.20%	87.70%	87.20%	86.70%

"Baseline has been modified due to changes in final stalled meter quantities as reflected in Exhibit A, Article I, Section 2.1 of this Amendment 4 as well as by a two year shift in meter accuracy and consumption related to the Construction Period lasting two years beyond the completion date under the Agreement.

Exhibit C, Article 5: Baseline Data, Table 7.2 – Guaranteed Small Meter Accuracy during Performance Guarantee Period is amended as follows:

Description	Small Meter Accuracy - Guaranteed Values							
	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Water 5/8" Inside Group 1	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 5/8" Inside Group 2	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 5/8" Inside Group 3	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 5/8" Inside Group 4	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 5/8" Inside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 5/8" Outside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 1" Inside	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 1" Inside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 1" Outside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 1.5" & 2" Inside	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 1.5" & 2" Inside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Water 1.5" & 2" Outside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 5/8" Inside Group 1	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 5/8" Inside Group 2	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 5/8" Inside Group 3	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 5/8" Inside Group 4	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 5/8" Inside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 5/8" Outside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 1" Inside	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 1" Inside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 1" Outside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 1.5" & 2" Inside	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 1.5" & 2" Inside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%
Sewer 1.5" & 2" Outside 1 Mile	98.50%	98.50%	98.50%	98.50%	98.00%	97.50%	97.00%	96.50%

Description	Small Meter Accuracy - Guaranteed Values							
	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Water 5/8" Inside Group 1	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 5/8" Inside Group 2	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 5/8" Inside Group 3	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 5/8" Inside Group 4	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 5/8" Inside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 5/8" Outside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 1" Inside	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 1" Inside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 1" Outside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 1.5" & 2" Inside	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 1.5" & 2" Inside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Water 1.5" & 2" Outside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 5/8" Inside Group 1	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 5/8" Inside Group 2	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 5/8" Inside Group 3	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 5/8" Inside Group 4	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 5/8" Inside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 5/8" Outside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 1" Inside	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 1" Inside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 1" Outside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 1.5" & 2" Inside	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 1.5" & 2" Inside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%
Sewer 1.5" & 2" Outside 1 Mile	96.00%	95.50%	95.00%	94.50%	94.00%	93.50%	93.00%	92.50%

*Baseline has been modified due to changes in final stalled meter quantities as reflected in Exhibit A, Article 1, Section 2.1 of this Amendment 4 as well as by a two year shift in meter accuracy and consumption related to the Construction Period lasting two years beyond the completion date under the Agreement.

All other provisions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS THEREOF, this Amendment No.4 has been duly executed by the parties hereto, this 13 day of June, 2018.

Agreed for City of Jackson, Mississippi
(Signature) by: Chokwe Antar Lumumba ^{H60}
Chokwe Antar Lumumba, Mayor

City Clerk Attest:

Krist Moore

Agreed for Siemens Industry, Inc.
(Signature) by: Peter Kamps ^{Peter Kamps}
Print Name and Title: Peter Kamps ^{Vice President}
(Signature) by: [Signature] ^{Finance & Business Administration}
Print Name and Title: Richard Rodriguez, Sr. PIC BPS

Approved By Legal

M.E. Bouchard
Marc E. Bouchard

COVER SHEET
Civil Case Filing Form
*(To be completed by Attorney/Party
Prior to Filing of Pleading)*

Mississippi Supreme Court
Administrative Office of Courts

Form AOC-01
(Revised 1/1/2001)

Court Identification
Docket Number
251CH
County # Judicial Court ID
District (CH, CI, CO)
061819
Month Date Year

Case Year
2019

Docket Number
782
GN
Local Docket ID

This area to be completed by clerk

Case Number if filed prior to 1/1/94

IN THE CHANCERY COURT OF HINDS COUNTY

Short Style of Case: In Re: City of Jackson Water Billing System

Party Filing Initial Pleading: Type/Print Name Anthony R. Simon

☐ Check (✓) if Not an Attorney ☐ Check (✓) if Pro Hac Vice

Signature Anthony R. Simon

MS Bar No. 10009

Compensatory Damages Sought: \$ Punitive Damages Sought: \$

Is Child Support contemplated as an issue in this suit? ☐ Yes ☐ No If "yes" is checked, please submit a completed Child Support Information Sheet with Final Decree/Judgment

PLAINTIFF - PARTY(IES) INITIALLY BRINGING SUIT SHOULD BE ENTERED FIRST (FIRST NAME IN SHORT STYLE) - ENTER ADDITIONAL PLAINTIFFS ON SEPARATE FORM

Individual Allen, Jr. Alex ()
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV
Address of Plaintiff 4855 Churchill Drive, Jackson, Mississippi 39206
☐ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of
☐ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity:
D/B/A / Agency
Business
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated
☐ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below:
D/B/A:

DEFENDANT - NAME OF DEFENDANT (FIRST NAME IN SHORT STYLE) - ENTER ADDITIONAL DEFENDANTS ON SEPARATE FORM

Individual ()
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV
☐ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of
☐ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity:
D/B/A / Agency
Business
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated
☐ Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below:
D/B/A:

ATTORNEY FOR THIS DEFENDANT: Bar No. or Name: Pro Hac Vice (✓)
(If known)

In left hand column, check one (1) box that best describes the nature of this suit. In right hand column check all boxes which indicate secondary claims.

- Business/Commercial**
- ☐ ☒ Accounting (Business)
☐ Bankruptcy
☐ Business Dissolution - Corporation
☐ Business Dissolution - Partnership
☐ Debt Collection
☐ Employment
☐ Examination of Debtor
☐ Execution
☐ Foreign Judgment
☐ Garnishment
☐ Pension
☐ Receivership
☐ Replevin
☐ Stockholder Suit
☐ Other
- Domestic Relations**
- ☐ Child Custody/Visitation
☐ Child Support
☐ Contempt
☐ Divorce: Fault
☐ Divorce: Irreconcilable Differences
☐ Domestic Abuse
☐ Emancipation
☐ Modification
☐ Paternity
☐ Property Division
☐ Separate Maintenance
☐ Termination of Parental Rights
☐ UIFSA (formerly URESA)
☐ Other
- Contract**
- ☐ Breach of Contract
☐ Installment Contract
☐ Insurance
☐ Product Liability under Contract
☐ Specific Performance
☐ Other

- Probate**
- ☐ Accounting (Probate)
☐ Birth Certificate Correction
☐ Commitment
☐ Conservatorship
☐ Guardianship
☐ Heirship
☐ Intestate Estate
☐ Minor's Settlement
☐ Muniment of Title
☐ Name Change
☐ Power of Attorney
☐ Testate Estate
☐ Will Contest
☐ Other
- Statutes/Rules**
- ☐ Bond Validation
☐ Civil Forfeiture
☐ Declaratory Judgment
☐ ERISA
☐ Eminent Domain
☐ Extraordinary Writ
☒ Federal Statutes
☐ Injunction or Restraining Order
☐ Municipal Annexation
☐ Racketeering (RICO)
☐ Railroad
☐ Seaman
☐ Other
- Appeals**
- ☐ Administrative Agency
☐ County Court
☐ Hardship Petition (Driver License)
☐ Justice Court
☐ MS Employment Security Comm'n
☐ Municipal Court
☐ Oil & Gas Board
☐ Workers' Compensation
☐ Other

- Children and Minors - Non-Domestic**
- ☐ Adoption - Noncontested
☐ Consent to Abortion for Minor
☐ Removal of Minority
☐ Other
- Torts-Personal Injury**
- ☐ Bad Faith
☐ Fraud
☐ Loss of Consortium
☐ Malpractice - Legal
☐ Malpractice - Medical
☐ Negligence - General
☐ Negligence - Motor Vehicle
☐ Products Liability
☐ Wrongful Death
☐ Other
- Mass Tort**
- ☐ Asbestos
☐ Chemical Spill
☐ Dioxin
☐ Hand/Arm Vibration
☐ Hearing Loss
☐ Radioactive Materials
☐ Other
- Real Property**
- ☐ Adverse Possession
☐ Ejectment
☐ Eminent Domain
☐ Judicial Foreclosure
☐ Lien Assertion
☐ Partition
☐ Receiver Appointment
☐ Tax Sale: Confirmation/Cancellation
☐ Title, Boundary &/or Easement
☐ Other
- Civil Rights**
- ☐ Elections
☐ Habeas Corpus
☐ Post Conviction Relief
☐ Prisoner
☐ Other

IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPIFIRST JUDICIAL DISTRICT, CITY OF _____Docket No. _____ - _____
File Yr Chronological No. Clerk's Local IDDocket No. If Filed
Prior to 1/1/94 _____**PLAINTIFFS IN REFERENCED CAUSE - Page 1 of ____ Plaintiffs Pages
IN ADDITION TO PLAINTIFF SHOWN ON CIVIL CASE FILING FORM COVER SHEET****Plaintiff #2:**Individual: Funches LaTrenda (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ____ Not an Attorney(✓) ____

Plaintiff #3:Individual: Johnson, Jr. Joseph (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ____ Not an Attorney(✓) ____

Plaintiff #4:Individual: Mabry Kenneth (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ____ Not an Attorney(✓) ____

IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT, CITY OF _____

Docket No. _____ - _____
File Yr Chronological No. Clerk's Local ID

Docket No. If Filed
Prior to 1/1/94 _____

**PLAINTIFFS IN REFERENCED CAUSE - Page ___ of ___ Plaintiffs Pages
IN ADDITION TO PLAINTIFF SHOWN ON CIVIL CASE FILING FORM COVER SHEET**

Plaintiff # ___ :

Individual: _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business Village Cleaners
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ___ Not an Attorney(✓) ___

Plaintiff # ___ :

Individual: Evans Barbara
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ___ Not an Attorney(✓) ___

Plaintiff # ___ :

Individual: _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ___ Not an Attorney(✓) ___

IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPIFIRST JUDICIAL DISTRICT, CITY OF _____Docket No. _____ - _____
File Yr Chronological No. Clerk's Local IDDocket No. If Filed
Prior to 1/1/94 _____**DEFENDANTS IN REFERENCED CAUSE - Page 1 of ____ Defendants Pages
IN ADDITION TO DEFENDANT SHOWN ON CIVIL CASE FILING FORM COVER SHEET****Defendant #2:****Individual:** John Does 1-5 _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) ____ Not an Attorney(✓) ____

Defendant #3:**Individual:** _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) ____ Not an Attorney(✓) ____

Defendant #4:**Individual:** _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) ____ Not an Attorney(✓) ____