

REQUEST FOR PRODUCTION NO. 3-99. Please provide the source documentation for each allocation percentage and basis for allocation for the data shown on page "PFT of Greg Meszaros-6104" (Table 68 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-100. Please provide the source documentation for each allocation percentage and basis for allocation for the data shown on page "PFT of Greg Meszaros-6106" (Table 70 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-101. Please provide the source documentation for each allocation percentage and basis for allocation for the data shown on page "PFT of Greg Meszaros-6119" (Table 83 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-102. Please provide the source documentation for the revenue data shown on page "PFT of Greg Meszaros-6280-6281" (Table 154 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-103. Please provide the source documentation for the original cost data shown on page "PFT of Greg Meszaros-6369" (Table 197 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-104. Please provide the source documentation for the annual depreciation data shown on page "PFT of Greg Meszaros-6369" (Table 197 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-105. Please provide the source documentation for the accumulated depreciation data shown on page "PFT of Greg Meszaros-6369" (Table 197 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-106. Please provide any depreciation studies used to develop the data shown on page "PFT of Greg Meszaros-6369" (Table 197 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-107. Please provide the documents supporting the contributed capital amounts included in the amounts shown on page "PFT of Greg Meszaros-6369" (Table 197 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-108. Please provide the source documentation for each allocation factor shown on page "PFT of Greg Meszaros-6370" (Table 198 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-109. Please provide the source documentation for the collection main and interceptor data shown on page "PFT of Greg Meszaros-6375" (Table 203 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-110. Please provide the source documentation for each allocation factor shown on page "PFT of Greg Meszaros-6377" (Table 205 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-111. Please provide the source documentation for each allocation factor shown on page "PFT of Greg Meszaros-6379" (Table 207 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-112. Please provide the source documentation for each allocation factor shown on page "PFT of Greg Meszaros-6392" (Table 220 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-113. Please provide the source documentation for the 50/50 debt/equity ratio shown on page "PFT of Greg Meszaros-6563" (Table 271 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-114. Please provide the source documentation for the 6% cost of debt shown on page "PFT of Greg Meszaros-6563" (Table 271 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

REQUEST FOR PRODUCTION NO. 3-115. Please provide the source documentation for the 9% cost of equity shown on page "PFT of Greg Meszaros-6563" (Table 271 of Wastewater COS FY 2013 Tables) on Exhibit 21 of the prefiled testimony of Greg Meszaros.

RESPONSE: Respondent objects to this request as overly broad, unduly burdensome and not limited to a reasonable time or scope. Respondent further objects to the request as being made for the purpose of harassment.

Subject to, and without waiving said objections, responsive documents will be produced.

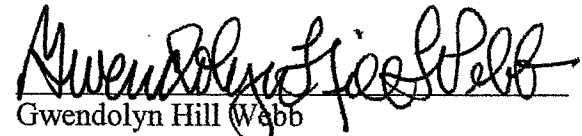
Respectfully submitted,

KAREN KENNARD,
City Attorney

D. CLARK CORNWELL
Assistant City Attorney

WEBB & WEBB
712 Southwest Tower
211 East Seventh Street
Austin, Texas 78767
Tel: (512) 472-9990
Fax: (512) 472-3183

By:


Gwendolyn Hill Webb
State Bar No. 21026300

Stephen P. Webb
State Bar No. 21033800

ATTORNEYS FOR CITY OF AUSTIN

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served via hand delivery, facsimile, electronic mail, overnight mail, US mail and/or Certified Mail Return Receipt Requested on all parties whose names appear on the mailing list below on this 19th day of September, 2014.

FOR THE PUBLIC UTILITY COMMISSION:
1701 N. Congress Avenue, 7th Floor
PO Box 13326
Austin, Texas 78711-3326
Via Electronic Upload

FOR THE ADMINISTRATIVE LAW JUDGES:
Honorable Pratibha J. Shenoy
Administrative Law Judge

Honorable Beth Bierman
Administrative Law Judge

FOR PETITIONERS:
Mr. Randall B. Wilburn, Attorney at Law
3000 South IH 35, Suite 150
Austin, Texas 78704
Phone: 512-535-1661
Fax: 512-535-1678
rbw@randallwilburnlaw.com

Mr. John Carlton, Attorney at Law
The Carlton Law Firm, PLLC
2705 Bee Cave Road, Suite 200
Austin, Texas 78746

State Office of Administrative Hearings
300 W. 15th Street, Suite 504
Austin, Texas 78701
Phone: 512-475-4993
Fax: 512-322-2061
Via Electronic Upload

FOR THE SOAH DOCKET CLERK:

Ms. Monica Luna, Docketing Clerk
State Office of Administrative Hearings
300 W. 15th Street, Suite 504
Austin, Texas 78701
Phone: 512-475-4993
Fax: 512-322-2061
Via Electronic Upload

Phone: 512-614-0901
Fax: 512-900-2855
john@carltonlawaustin.com

FOR THE PUC STAFF:

Mr. Hollis Henley, Attorney-Legal Division
Public Utility Commission of Texas
1701 N. Congress Avenue
PO Box 13326
Austin, Texas 78711-3326
Phone: 512-936-7230
Fax: 512-936-7268
Hollis.henley@puc.texas.gov



GWENDOLYN HILL WEBB

Response to Request No. 3-60

PROFESSIONAL SERVICES AGREEMENT BETWEEN
WEBB & WEBB, ATTORNEYS AT LAW
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

This Consulting Agreement ("Agreement") is entered into this ____ day of _____, 2013 (hereinafter referred to as the effective date of the agreement) by and between the Webb & Webb, Attorneys at Law, under contract with the City of Austin, Texas (the "Client") and Raftelis Financial Consultants, Inc., 1031 South Caldwell Street, Suite 100, Charlotte, NC 28203 ("RFC").

Witnesseth

WHEREAS, Contractor has substantial skill and experience in water and wastewater finance, management, and pricing, and

WHEREAS, The Client desires to hire RFC and RFC desires to provide services to the Client,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

RFC shall provide professional consulting services for Webb & Webb, Attorneys at Law. RFC will perform these services as set forth in more detail in Attachment A. These services are in support of the Client's efforts relating to SOAH Docket No. 582-13-4617, TCEQ Docket No. 2013-0865-UCR.

Article 2. Time for Completion

This agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of the Parties and shall be in writing.

Article 3. Compensation

Client and RFC agree that all work performed by RFC under this Agreement is subject to the terms and conditions of that certain Engagement Letter dated June 6, 2013 (the "Engagement Letter") between Client and the City of Austin. If any conflict arises between this Agreement and the Engagement Letter, the terms and conditions of the Engagement Letter control.

In accordance with the Engagement Letter, Client shall pay to RFC the sum not to exceed \$100,000.00, which includes professional fees and direct expenses incurred in performing the scope of services, outlined in Attachment A. The hourly rates for work performed under this Agreement will not exceed \$290.00 per hour, in accordance with Attachment B, without the express prior written approval of Client. The parties understand that this sum is based upon the scope of work contained herein at RFC's current standard hourly rate schedule included in Attachment B. Any

expansion of the scope of work by the Client shall involve the discussion of additional fees by both parties.

RFC shall submit invoices to the Client on a monthly basis by the 5th of the Month for services rendered the previous month. If invoices are received after the 5th of the month, then they may not be included in the monthly invoice for that month, but will be included in the invoice for the next month's services. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from the RFC for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to the RFC within 30 days.

Article 4. Additional Services

At the Client's request, RFC may submit proposals for additional professional services. Each proposal submitted shall detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to RFC prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5. Place of Performance

RFC shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6. Indemnification

RFC hereby agrees to indemnify the Client and to hold the Client harmless against any and all claims, action, or demands against the Client and against any and all damages for injury to or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of RFC under this Agreement. RFC shall not be held responsible for any claims caused by the negligence of the Client.

Article 7. Insurance

Contractor shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on the RFC's Certificates of Insurance and the RFC will provide the Client with these Certificates of Insurance.

Commercial general liability insurance - \$1,000,000 for each occurrence and \$2,000,000 in the aggregate

Comprehensive automobile liability insurance - \$1,000,000 combined single limit each occurrence

Workers Compensation insurance - Statutory limits

Professional liability insurance - \$1,000,000 in the aggregate

Excess or Umbrella Liability - \$3,000,000 in the aggregate

Article 8. Confidential Information

RFC acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, RFC may be given access to, or come into possession of, confidential information of the Client which information contains privileged material or other confidential information. RFC acknowledges and agrees, except if required by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, that it will not use, duplicate, or divulge to others any such information belonging to or disclosed to RFC by the Client without first obtaining written permission from the Client. "Confidential information" as used herein, includes information, materials, products, and deliverables developed during, and discoveries and contributions made by RFC in the performance of this Agreement. All tangible embodiments of such information shall be delivered to the Client by RFC upon termination hereof, or upon request by the Client, whichever occurs first. The Client acknowledges RFC has the right to maintain its own set of work papers which may contain confidential information.

Article 9. Independent Contractor Status

It is understood and agreed that RFC will provide the services under this Agreement on a professional basis as an independent RFC and that during the performance of the services under this Agreement, RFC's employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. RFC's employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of RFC's employees. RFC shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10. Reliance on Data

In performance of the services, it is understood that the Client and/or others may supply RFC with certain information and/or data, and that RFC will rely on such information. It is agreed that the accuracy of such information is not within RFC's control and RFC shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of RFC's scope of services.

Article 11. Opinions and Estimates

RFC's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and RFC's expertise and qualifications as a professional. RFC does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. RFC identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

Article 12. No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 13. Termination of Work

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to RFC, or (b) for cause, if RFC materially breaches this Agreement through no fault of Client and RFC neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to RFC.
2. **By RFC** (a) for cause, if Client materially breaches this Agreement through no fault of RFC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after RFC has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or RFC in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, RFC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. RFC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of RFC by Client for cause, RFC shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

Article 14. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:

Gwendolyn Hill Webb
Webb & Webb, Attorneys at Law
211 E. Seventh Street, Suite 712
Austin, Texas 78701

If for RFC:

Richard D. Giardina
Executive Vice President
Rafelis Financial Consultants, Inc.
12835 E Arapahoe Rd, Tower II, Suite 600
Centennial, CO 80112

Article 15. Compliance with Applicable Laws

RFC agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by RFC, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 16. General Provisions

- A. **Entire Agreement:** This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof, provided, however that the Engagement Letter, attached hereto, is incorporated herein for all purposes
- B. **Waiver:** The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. **Relationship:** Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between RFC and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- D. **Assignment and Delegation:** Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. **Severability:** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- F. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.
- G. **Paragraph Headings:** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. Third Party Rights

Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Webb & Webb, Attorneys at Law

By:

Signature

Title

Date

Witness

Raftelis Financial Consultants, Inc.

By:

Signature

Executive Vice President

Date

Witness

Attachment A – Statement of Work/Engagement Letter

Upon execution of this Professional Services Agreement between Webb & Webb, Attorneys at Law and Raftelis Financial Consultants, Inc., RFC agrees to provide professional rate consultant services in connection with the Appeal of City of Austin Wholesale Rates by North Austin MUD, et al, TCEQ Docket No. 2013-0865-UCR, SOAH Docket No. 582-13-4617, subject to the June 6, 2013 Engagement Letter between Webb & Webb, Attorneys at Law and the City of Austin attached hereto as Exhibit B, which services include but are not limited to:

1. Provide assistance to Austin Water Utility ("AWU") staff to address issues raised by Petitioners, including reviewing cost of service model and rate impacts on Petitioners' customer class and other ratepayers;
2. Provide assistance to Webb & Webb regarding discovery and trial preparation, including responses to discovery requests, preparation of pleadings;
3. Develop expert testimony for the rate case, including testimony by RFC and AWU staff;
4. Assist in briefing, substantiating legal arguments, and other legal matters;
5. Provide additional assistance and financial services expertise as needed or upon request.

Additionally, RFC agrees to provide additional services upon request or as needed by AWU or Webb & Webb to effectuate the terms and conditions of the June 6, 2013 Engagement Letter.

Attachment B – RFC's 2013 Standard Hourly Billing Rates

<u>Position</u>	<u>Hourly Billing Rate</u>
Chair	\$290
Chief Executive Officer	\$290
President	\$290
Chief Operating Officer	\$275
Executive Vice President	\$290
Vice President/Principal Consultant	\$250
Senior Manager	\$230
Director of Florida Operations	\$200
Manager	\$210
Senior Consultant	\$185
Consultant	\$160
Associate	\$130
Analyst	\$95
Administration	\$60

For services related to the preparation for and participation in deposition and trial/hearing, the rates listed above will be increased by 20%.

Response to Request No. 3-61



1031 S. Caldwell Street
Suite 100
Charlotte, NC 28203

Phone 704.373.1199
Fax 704.373.1113

www.raftelis.com

Webb & Webb, Attorneys at Law
211 East Seventh St., Suite 712
Austin, TX 78701

October 07, 2013

Invoice No: AUTX1308-01.

Project R-AUTX1308.00 R-AUTX1308.00 Austin Water Rate Case Support

Professional Services from September 01, 2013 to September 30, 2013

Professional Personnel

	Hours	Rate	Amount
Exec Vice President			
Giardina, Rick	23.25	290.00	6,742.50
Totals	23.25		6,742.50
Total Professional Fees			6,742.50

Project Expenses

Project Travel Expenses		673.10	
		673.10	673.10

Contract

	Current	Prior Billings	
Total Billings	7,415.60	0.00	7,415.60
Contract Ceiling			100,000.00
Remaining			92,584.40

Total this Invoice \$7,415.60

	Current	Prior	Total	Received	A/R Balance
Billings to Date	7,415.60	0.00	7,415.60	0.00	7,415.60

With billing inquiries, please contact Diane Adams, CFO, at dadams@raftelis.com or 704-910-8961.

Project R-AUTX1308.00 R-AUTX1308.00 Austin Water Rate Case Invoice AUTX1308-01.

Billing Backup

Thursday, November 07, 2013

Raftelis Financial Consultants

Invoice AUTX1308-01. Dated 10/7/2013

2:02:32 PM

Project R-AUTX1308.00 R-AUTX1308.00 Austin Water Rate Case Support

Professional Personnel

			Hours	Rate	Amount
Exec Vice President					
182	15 - Giardina, Rick	8/29/2013	.50	290.00	145.00
	contract-scheduling discussions with G Webb				
182	15 - Giardina, Rick	9/3/2013	1.00	290.00	290.00
	document review				
182	15 - Giardina, Rick	9/4/2013	1.00	290.00	290.00
	document review				
182	15 - Giardina, Rick	9/5/2013	2.00	290.00	580.00
	document review				
182	15 - Giardina, Rick	9/9/2013	1.50	290.00	435.00
	document review				
182	15 - Giardina, Rick	9/10/2013	2.00	290.00	580.00
	file/document review in preparation for 9-12 Mtng				
182	15 - Giardina, Rick	9/11/2013	1.00	290.00	290.00
	prep for 9/12 meeting				
182	15 - Giardina, Rick	9/12/2013	7.00	290.00	2,030.00
	prep for and attend client meeting				
182	15 - Giardina, Rick	9/17/2013	3.00	290.00	870.00
	phone call with G Webb and document review				
182	15 - Giardina, Rick	9/18/2013	.25	290.00	72.50
	prepare for and participate in meeting with Austin Energy (via phone)				
182	15 - Giardina, Rick	9/19/2013	2.00	290.00	580.00
	prepare for and participate in meeting with Austin Energy (via phone)				
182	15 - Giardina, Rick	9/23/2013	1.00	290.00	290.00
	document review				
182	15 - Giardina, Rick	9/30/2013	1.00	290.00	290.00
	review email files				
	Totals		23.25		6,742.50
	Total Professional Fees				
					6,742.50

Project Expenses

Project Travel Expenses

EX	00000003407	9/3/2013	Giardina, Rick	577.67
EX	00000003407	9/3/2013	Giardina, Rick / Egencia Booking Fee	8.00
EX	00000003407	9/12/2013	Giardina, Rick / attend client meeting	32.77
EX	00000003407	9/12/2013	Giardina, Rick / tolls	10.40
EX	00000003407	9/12/2013	Giardina, Rick / Parking at DIA	23.00

With billing inquiries, please contact Diane Adams, CFO, at dadams@raftelis.com or 704-910-8961.

Project	R-AUTX1308.00	R-AUTX1308.00 Austin Water Rate Case	Invoice	AUTX1308-01.
EX	000000003407	9/12/2013	Giardina, Rick / Breakfast / attend client meeting	2.49
EX	000000003407	9/12/2013	Giardina, Rick / Dinner / attend client meeting	18.77
			673.10	673.10
			Total this Project	\$7,415.60
			Total this Report	\$7,415.60

With billing inquiries, please contact Diane Adams, CFO, at dadams@raffetis.com or 704-910-8961.



1031 S. Caldwell Street
Suite 100
Charlotte, NC 28203

Phone 704.373.1199
Fax 704.373.1113

www.raftelis.com

Gwendolyn Webb
Webb & Webb, Attorneys at Law
211 East Seventh St., Suite 712
Austin, TX 78701

November 06, 2013

Invoice No: AUTX1308-02.

Project R-AUTX1308.00 R-AUTX1308.00 Austin Water Rate Case Support

Professional Services from October 01, 2013 to October 31, 2013

Professional Personnel

	Hours	Rate	Amount
Exec Vice President			
Giardina, Rick	14.75	290.00	4,277.50
Administrative			
Davis, Amanda	.75	60.00	45.00
Warren, Carrie	.50	60.00	30.00
Totals	16.00		4,352.50
Total Professional Fees			4,352.50

Project Expenses

Project Travel Expenses	569.21
	569.21

Contract

	Current	Prior Billings	
Total Billings	4,921.71	7,415.60	12,337.31
Contract Ceiling			100,000.00
Remaining			87,662.69
Total this Invoice			\$4,921.71

Outstanding Invoices

Number	Date	Balance
AUTX1308-01.	10/7/2013	7,415.60
Total		7,415.60

	Current	Prior	Total	Received	A/R Balance
Billings to Date	4,921.71	7,415.60	12,337.31	0.00	12,337.31

With billing inquiries, please contact Diane Adams, CFO, at dadams@raftelis.com or 704-910-8961.

Project	R-AUTX1308.00	R-AUTX1308.00 Austin Water Rate Case	Invoice	AUTX1308-02.
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Billing Backup

Thursday, November 07, 2013

Raftelis Financial Consultants

Invoice AUTX1308-02. Dated 11/6/2013

2:01:25 PM

Project	R-AUTX1308.00	R-AUTX1308.00 Austin Water Rate Case Support
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Professional Personnel

			Hours	Rate	Amount
Exec Vice President					
182	15 - Giardina, Rick	10/1/2013	.25	290.00	72.50
	review and comment on possible rate filing documents outline				
182	15 - Giardina, Rick	10/3/2013	.25	290.00	72.50
	review and comment on possible rate filing documents outline				
182	15 - Giardina, Rick	10/10/2013	.75	290.00	217.50
	phone conversation with G Webb				
182	15 - Giardina, Rick	10/15/2013	1.00	290.00	290.00
	review materials-emails				
182	15 - Giardina, Rick	10/17/2013	1.00	290.00	290.00
	review materials-emails				
182	15 - Giardina, Rick	10/22/2013	.50	290.00	145.00
	review memo				
182	15 - Giardina, Rick	10/28/2013	2.00	290.00	580.00
	prepare for meeting				
182	15 - Giardina, Rick	10/29/2013	7.00	290.00	2,030.00
	meeting with legal team and others				
182	15 - Giardina, Rick	10/30/2013	1.00	290.00	290.00
	prepare Disclosure Statement				
182	15 - Giardina, Rick	10/31/2013	1.00	290.00	290.00
	prepare Disclosure Statement				
Administrative					
186	8 - Davis, Amanda	10/30/2013	.75	60.00	45.00
	Edit Rick's Resume				
158	8 - Warren, Carrie	10/9/2013	.50	60.00	30.00
	Administrative support				
	Totals		16.00		4,352.50
	Total Professional Fees				4,352.50

Project Expenses

Project Travel Expenses

EX	000000003524	10/28/2013	Giardina, Rick / dinner	6.53
EX	000000003524	10/28/2013	Giardina, Rick / dinner	13.96
EX	000000003524	10/28/2013	Giardina, Rick / taxi airport to hotel	45.00
EX	000000003524	10/29/2013	Giardina, Rick / tolls: Office-DIA-Home	10.20
EX	000000003524	10/29/2013	Giardina, Rick / attend client meeting	35.03
EX	000000003524	10/29/2013	Giardina, Rick / cash tip at hotel	5.00
EX	000000003524	10/29/2013	Giardina, Rick	79.70

With billing inquiries, please contact Diane Adams, CFO, at dadams@raftelis.com or 704-910-8961.

Project	R-AUTX1308.00	R-AUTX1308.00 Austin Water Rate Case	Invoice	AUTX1308-02.
EX 000000003524	10/29/2013	Giardina, Rick / parking at DIA	44.00	
EX 000000003524	10/29/2013	Giardina, Rick / dinner	5.47	
EX 000000003524	10/29/2013	Giardina, Rick	324.32	
			569.21	569.21
		Total this Project		\$4,921.71
		Total this Report		\$4,921.71

With billing inquiries, please contact Diane Adams, CFO, at dadams@raftells.com or 704-910-8961.



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Gwendolyn Webb
Webb & Webb, Attorneys at Law
211 East Seventh St., Suite 712
Austin, TX 78701

December 04, 2013

Invoice No: AUTX1308-03.

Project R-AUTX1308.00 R-AUTX1308.00 Austin Water Rate Case Support

Professional Services from November 01, 2013 to November 30, 2013

Professional Personnel

	Hours	Rate	Amount
Exec Vice President			
Giardina, Rick	6.00	290.00	1,740.00
Administrative			
Warren, Carrie	.50	60.00	30.00
Totals	6.50		1,770.00
Total Professional Fees			1,770.00

Contract	Current	Prior Billings	
Total Billings	1,770.00	12,337.31	14,107.31
Contract Ceiling			100,000.00
Remaining			85,892.69
Total this Invoice			\$1,770.00

Outstanding Invoices

Number	Date	Balance
AUTX1308-01.	10/7/2013	7,415.60
AUTX1308-02.	11/6/2013	4,921.71
Total		12,337.31

	Current	Prior	Total	Received	A/R Balance
Billings to Date	1,770.00	12,337.31	14,107.31	0.00	14,107.31

With billing inquiries, please contact Diane Adams, CFO, at dadams@raffetis.com or 704-910-8961.

Project R-AUTX1308.00 R-AUTX1308.00 Austin Water Rate Case Invoice AUTX1308-03.

Billing Backup

Wednesday, December 04, 2013

Raftelis Financial Consultants

Invoice AUTX1308-03. Dated 12/4/2013

8:48:11 AM

Project R-AUTX1308.00 R-AUTX1308.00 Austin Water Rate Case Support

Professional Personnel

			Hours	Rate	Amount	
Exec Vice President						
182	15 - Giardina, Rick	11/1/2013	2.00	290.00	580.00	
	prepare Disclosure Statement					
182	15 - Giardina, Rick	11/3/2013	1.00	290.00	290.00	
	prepare Disclosure Statement					
182	15 - Giardina, Rick	11/4/2013	1.00	290.00	290.00	
	prepare Disclosure Statement					
182	15 - Giardina, Rick	11/6/2013	1.00	290.00	290.00	
	prepare Disclosure Statement					
182	15 - Giardina, Rick	11/11/2013	1.00	290.00	290.00	
	review final Disclosure					
Administrative						
158	8 - Warren, Carrie	11/7/2013	.50	60.00	30.00	
	Administrative support					
	Totals		6.50		1,770.00	
	Total Professional Fees					1,770.00
				Total this Project		\$1,770.00
				Total this Report		\$1,770.00

With billing inquiries, please contact Diane Adams, CFO, at dadams@raftelis.com or 704-910-8961.

