7/23/2018

83-O-18

AN ORDINANCE

Authorizing the City Manager to Execute an Agreement to Sell Water to a New Wholesale Water Customer, the Village of Lincolnwood, Illinois

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Legislative Statement. The City of Evanston is the owner and operator of a water intake, filtration, treatment and pumping plant located at 555 Lincoln Street, Evanston, Illinois. Evanston draws water from Lake Michigan for Evanston's drinkable water, firefighting and fire protection needs for its community, and for distribution and resale to its customers. The Village of Lincolnwood wants to purchase drinkable Lake Michigan water from Evanston for distribution and sale to its customers of its water system. The initial term of the Agreement will be for 39 years, and may be renewed as provided for in the terms of the Agreement.

SECTION 2: The City Manager is authorized and directed to further negotiate and execute with the Village of Lincolnwood, Illinois, an Agreement to sell water, in substantial conformance with the terms and conditions of the Water Supply Agreement described in Exhibit A. The Corporation Counsel is authorized to approve the Agreement as to form and legality prior to its execution by the City Manager.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect

without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The Legislative Statement in Section 1 is declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: This Ordinance 83-O-18 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: August 13, 2018

Adopted: August 13, 2018

Approved:

Sept 6, 2018

Stephen H. Hagerty, Mayor

Attest:

Devon Reid, City Clerk

Approved as to form:

Michelle L. Masoncup, Corporation Counsel

EXHIBIT A

WATER SUPPLY AGREEMENT

WATER SUPPLY AGREEMENT BETWEEN THE CITY OF EVANSTON AND, THE VILLAGE OF LINCOLNWOOD

Contents

Background

The City of Evanston ("Evanston") is the owner and operator of a water intake, filtration, treatment and pumping plant (the "Water Plant") located at 555 Lincoln Street, Evanston, Illinois. The Water Plant is on the shore of Lake Michigan and Evanston draws water from Lake Michigan for Evanston's drinkable water, firefighting and fire protection needs for its community, and for distribution and resale to its customers ("Evanston Water Utility"). The Village of Lincolnwood ("Lincolnwood") wants to purchase drinkable Lake Michigan water from the Evanston Water Utility for the uses specifically allowed by this Agreement, including but not limited to, distribution and sale to customers of the Lincolnwood water system.

1. Parties

1.1 Parties

The parties to this Water Supply Agreement ("Agreement") are Evanston and Lincolnwood, who are at times referred to in this Agreement as a "Party" or collectively as the "Parties".

2. Initial Term of Agreement; Extended Term; Service Year; Fiscal Year

2.01. Initial Term

The Initial Term ("Initial Term") shall commence on the Effective Date of this Agreement (as defined in Section 17.16 (Effective Date)) and shall end at 11:59 p.m. on December 31, thirty nine (39) years after the Effective Date of this Agreement.

2.2 Extended Term

The Initial Term of this Agreement may be extended for up to two (2) consecutive terms (generally referred to as an "Extended Term" or specifically referred to as the "First Extended Term" and the "Second Extended Term"). The First Extended Term and the Second Extended Term will each be ten (10) years in length, unless Lincolnwood delivers written notice of its intention to not extend the Initial Term or any Extended Term of this Agreement. Any such written notice must be delivered to Evanston not less than five (5) years prior to the termination date of the then-existing Term. If this Agreement is extended for the Second Extended Term, then this Agreement shall renew automatically at the end of the Second Extended Term at ten (10) year intervals thereafter, unless either Party conveys written notice of its intention to terminate this Agreement not less than five (5) years prior to the termination date of the then-existing Term.

2.3 Service Year; Fiscal Year

Each Service Year ("Service Year") under this Agreement will be the time period of January 1st to December 31st. Each Fiscal Year ("Fiscal Year") under this Agreement will be the time period of January 1st to December 31st.

3. Water Defined

3.1 Water Defined

In this Agreement, Water means Lake Michigan water that is safe for human consumption (i.e. drinkable water) and that meets or exceeds the requirements of any current or successor federal, state of Illinois, or local agency or governmental authority having jurisdiction over the operation of public water supplies. Evanston shall supply water that is like kind and quality with that supplied by Evanston to its other customers. Whether "water" is capitalized in this Agreement or not, it shall have the meaning set forth in this Section.

4. Commencement of Obligation to Deliver and Receive Water

4.01 Intentionally Left Blank

4.2 LINCOLNWOOD Notice to Evanston to Proceed with Final Engineering Design

Not more than thirty (30) calendar days after LINCOLNWOOD awards the final engineering design work for the LINCOLNWOOD Water System, LINCOLNWOOD shall deliver to Evanston in writing a notice to proceed on final engineering design of the Evanston Connection Facilities.

4.3 LINCOLNWOOD Notice to Evanston to Proceed with Construction

Not more than thirty (30) calendar days after LINCOLNWOOD awards the first construction contract relative to the construction of the LINCOLNWOOD Water System, LINCOLNWOOD shall deliver to Evanston in writing a notice to proceed on construction of the Evanston Connection Facilities.

4.4 Delivery Date

Evanston shall deliver water to LINCOLNWOOD, on a date mutually agreed by the Parties, but no later than one hundred and twenty (120) calendar days of receiving written notice from LINCOLNWOOD that LINCOLNWOOD is ready to receive water.

4.5 LINCOLNWOOD Payment for Water; Water During Construction

Except for water usage during construction and testing of the Project improvements, LINCOLNWOOD shall not be responsible to pay for any water charges under this Agreement until the improvements and construction at the Point of Delivery, are completed, and until Evanston delivers water to LINCOLNWOOD for resale to its customers. During the construction and testing of the improvements at the Point of Delivery, Evanston will charge LINCOLNWOOD for its water usage at the water rates and charges identified in Section 4.06 (Water Rate Payable to Evanston in Service Year 2018 and Beyond) of this Agreement.

4.6 Water Rate Payable to Evanston in Service Year 2018 and Beyond

The Parties agree that the identification of the total equivalent water rate payable to Evanston per 1,000 gallons supplied to LINCOLNWOOD in the Service Years identified below will be as follows:

Service Year	LINCOLNWOOD
2018	$ 1.53 Not to Exceed Rate
2019	$ 1.44 Not to Exceed Rate
2020	$ 1.60 Not to Exceed Rate
2021	$1.63 Projected, conforming to Section 5 below
2022	$1.82 Projected, conforming to Section 5 below

4.7 Water Rate Payable to Evanston in Service Years 2023 and Thereafter

The Parties agree that the identification of the total equivalent water rate payable to Evanston per 1,000 gallons supplied to LINCOLNWOOD in Service Years 2023 and thereafter will be

calculated in accordance with Section 5 (Rate) below. The above rates may be adjusted down based on final rate calculations as provided for in Section 5 (Rate). The rate charged to Lincolnwood for water sold for construction and testing shall also use the above table. No True Up will be calculated for water sold for construction and testing purposes. Except for water sold to Lincolnwood for construction and testing, if the actual rate incurred at any time during Service Years 2018, 2019, 2020, 2021, or 2022 is different than the scheduled rate set forth in this Section, a "True-Up" calculation, in accordance with Section 5.08 (True-Up) will be completed no later than thirty (30) days after the Evanston Comprehensive Annual Financial Report ("CAFR") applicable to that Service Year is completed. The Parties attached as **Group Exhibit "A"** to this Agreement an illustrative example of the "True-Up" process, including an identification of the formula and its components that will be used in performing the "True-Up" calculation. Any credit due to Lincolnwood will be allocated to that Party according to the process outlined in Section 5.08 (True-Up) of this Agreement. All water charges otherwise required to be paid under Section 4.06 (Phased Water Delivery to LINCOLNWOOD) will be payable by LINCOLNWOOD.

5. Rate

5.1 Ratemaking Principles and Policies

The Parties agree that the definitions, policies and principles described in the AWWA M-1, the "Principles of Water Rates, Fees and Charges published by the American Water Works Association, Sixth Edition", as amended, may be used as a reference guide for the Parties under this Agreement. However, in the event of a conflict or inconsistency between any provision or term of the AWWA M-1 and this Agreement, the provision or term of this Agreement shall govern.

5.2 Billing and Payments

Evanston shall submit all water bills to LINCOLNWOOD on a monthly basis. LINCOLNWOOD shall pay all amounts due to Evanston pursuant to this Agreement in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. ("LGPPA"). The water bills shall be itemized with sufficient detail to inform LINCOLNWOOD that the charges and fees set forth in each monthly bill conform to the agreed-upon rates and cost components set forth in this Agreement. If payment is not made within the required thirty (30)

calendar day period, Evanston will charge LINCOLNWOOD a penalty for late payment of water bills in accordance with the interest penalty provision contained in Section 4 of the LGPPA (50 ILCS 505/4). No other penalty can be assessed against LINCOLNWOOD for late payments of water bills, except for Evanston's optional right to terminate this Agreement for nonpayment as provided for in Section 16.01 (Termination by Evanston). Evanston's termination option is subject to the right of LINCOLNWOOD to resolve any late payment within the applicable cure period. The billing structure will conform to the rates and components identified and defined below:

- Demand Charge: A fixed monthly payment consisting of (i) one-twelfth (1/12th) of the Annual Return on the Fair Value Rate Base as determined in accordance with Section 5.03 (Return on Rate Base) and (ii) a Depreciation Charge determined in accordance with Section 5.4 (Depreciation Charge).

- Quantity Charge: A payment based on the quantity of water delivered through the metering point(s) to Lincolnwood's water system multiplied by the Quantity Rate determined in accordance with the provisions of Section 5.05 (Quantity Charge).

5.3 Return on Rate Base

The "Rate Base" consists of those components of Evanston's Water Utility relating to assets in the Source of Supply, Pumping Plant, Treatment Plant, Water Plant and Transmission locations (the "Evanston Water Utility Components"). These Water Utility Components in service as of December 31, 2015, are identified in the "Evanston Water Utility Components Sheet" which is part of attached **Group Exhibit "B"** (Example of Rate Calculation for LINCOLNWOOD Water Rate for Service Year 2017 Based on Evanston Audited Information for Fiscal Year 2015) to this Agreement. The Parties to this Agreement understand and acknowledge that these Evanston Water Utility Components will adjust annually as of the end of each Fiscal Year to reflect additions to, and retirements of, Evanston Water Utility Components. The Parties to this Agreement understand and acknowledge that these Evanston Water Utility Components may adjust between the Effective Date of this Agreement and the date of delivery of water. Evanston shall be included as a component of the Evanston Water Utility for purposes of asset allocation and rate making related to asset allocation only for LINCOLNWOOD.

- Original Cost Rate Base: The components of the Rate Base valued at the original cost to Evanston of the acquisition, engineering, construction and installation of the assets of the Water Utility as identified in the most recently available Evanston Comprehensive Annual Financial Report ("Evanston CAFR"), minus accrued depreciation as of the end of the Fiscal Year used as a basis for determining Water Charges under this Agreement.

- Reproduction Cost New Rate Base: The components of Rate Base valued initially in the most recently available Evanston CAFR prior to the commencement of delivery of water under this Agreement. Reproduction Cost New Rate Base will be recalculated as of the end of each succeeding fifth Fiscal Year, starting in 2020, reflecting components then properly allocated to the Rate Base pursuant to this Agreement. The recalculation of the Reproduction Cost New Rate Base will utilize the most current valuation of the Evanston Water Utility, as identified by a reputable qualified consulting engineering firm experienced in water works valuation hired by Evanston. Accrued depreciation identified by the engineering firm's valuation study, plus accrued depreciation which occurred from the date of the valuation to the end of the applicable Fiscal Year of the rate determination, will be deducted from the reproduction cost new of the plant in service at the end of the Fiscal Year.

- Fair Value Rate Base: This will be calculated initially in the most recently available Evanston CAFR prior to the commencement of delivery of water under this Agreement. The Fair Value Rate Base will be recalculated as of the end of each succeeding fifth Fiscal Year, starting in 2020, and will consist of the sum of **fifty percent (50%) of the original Cost Rate plus fifty percent (50%)** of the Reproduction Cost Rate Base as of the calculation date. The Fair Value Rate Base will be subject to annual adjustment as of the end of the Fiscal Year between Fair Value Rate Base recalculations to reflect additions to and retirements of Water Utility assets contained in the Rate Base during the Fiscal Year. The next verification of the elements of the Fair Value Rate Base will be performed by Burns and McDonnell in 2020 (or its successor entity selected by Evanston, as the case may be), and then once every five (5) calendar years thereafter. Additions will be valued at their original cost until recalculation of the Fair Value Rate Base, at which time such additions will be valued in the same manner as the Fair Value Rate Base. Retirements will be valued at their fair value as reflected in the last previous Fair Value Rate Base computation.

- Annual Return on Rate Base: The Annual Return on Rate Base will be multiplied ten percent (10.0%) on the LINCOLNWOOD share of the Fair Value Rate Base identified in the most recently available Evanston CAFR, and otherwise conform to the cost of service principles identified in Section 5.01 (General Principles and Policies). The LINCOLNWOOD share of the Fair Value Rate Base will be determined by allocating to LINCOLNWOOD a portion of such Fair Value Rate Base, as adjusted and recalculated from time to time as provided by this Agreement. This adjustment will be based upon the ratio of each Evanston Water Utility customer allocation, which includes the City of Evanston's allocation, compared to the total allocation of all Evanston Water Utility customers established by order of the Illinois Department of Natural Resources ("IDNR") during the Fiscal Year.

5.4 Depreciation Charge

These charges will be calculated as of the end of each Fiscal Year following commencement of the delivery of water to LINCOLNWOOD and will consist of one-twelfth (1/12th) of an annual depreciation charge, calculated by applying the depreciation rates utilized by Evanston identified in **Group Exhibit "C" (Depreciation Rates)** to this Agreement, to the original cost of the depreciable Water Utility asset defined in Section 5.03 (Return on Rate Base) in service contained in the Fair Value Rate Base allocated to LINCOLNWOOD. As of the date when any depreciable Water Utility asset will be placed in service or any depreciable Water Utility asset in the Fair Value Rate Base is retired from service, charges of depreciation to LINCOLNWOOD will be correspondingly adjusted as of the end of the Fiscal Year in which the addition or retirement took place.

5.5 Quantity Charge

LINCOLNWOOD will pay Evanston a Quantity Charge based upon a Quantity Rate equal to LINCOLNWOOD's share of the "Operating Costs" per 1,000 gallons of water delivered to the Point of Delivery. The "Operating Costs" to be included in determining the Quantity Rate are the costs assigned to the functions of Administration, Pumping, Filtration, and Distribution, identified in the Evanston CAFR of the Evanston Water Fund described in **Group Exhibit "B"** attached to this Agreement. The Operating Costs applicable to water deliveries during the Service Year will be determined based on the results of operation of the Evanston Water Utility, as audited by independent certified public accountants selected by Evanston, as reviewed by LINCOLNWOOD. The total Quantity Charge will be adjusted at the end of each Service Year

to reflect the actual, total Quantity Charge owed to Evanston based on the Fiscal Year Operating Costs finally determined by the latest annual audit performed by the current Evanston independent certified public accountant as defined in Section 5.08 (True Up). In determining the Quantity Rate, Operating Costs will be allocated to LINCOLNWOOD based upon the ratio of its Average Day Demand identified in Section 7 (Water Supply; Allocation; Distribution) of this Agreement supplied by the Evanston Water Utility, to the aggregate of the Average Day Demand of all Evanston Water Utility, LINCOLNWOOD and other customers or users of the Evanston Water Utility system during the Fiscal Year. The Quantity Rate will not include any portion of any costs included in computing the Fair Value Rate Base, Annual Return on Rate Base or Depreciation Charge.

5.6 Demand Charge and Quantity Charge Smoothing

Demand Charge Cap. Upon completion of the Clearwell Project immediately south of the Evanston Water Utility, and upon completion of the Intake Replacement Project, but not later than the end of year 2022, any increase and decrease in any Evanston Water Utility Asset shall not increase the total rate charged to LINCOLNWOOD by more than **four percent (4%)** per year until the entire cost of the Evanston Water Utility Asset has been recovered by either Party compared to the cost change that would have occurred if the Evanston Water Utility Asset change was not smoothed. No cap or smoothing will be calculated due to the change in total customers utilizing the Evanston Water Utility. Any increased capital costs associated exclusively with the acquisition of new customers by Evanston will not be included in the rate calculation for LINCOLNWOOD. LINCOLNWOOD's rate shall not be increased as a result of the acquisition of new Evanston customers. Evanston may accelerate the replacement of assets assigned to LINCOLNWOOD, as needed, to add a new Evanston customer or may add new assets beneficial to LINCOLNWOOD, provided that the new rate for LINCOLNWOOD is equal to or less than the then-current LINCOLNWOOD rate.

Quantity Charge Cap. The Parties agree to cap the annual increase of the labor costs portion of the Operating Costs that are used to determine the Quantity Rate based on the actual, annual aggregate cost increase (if any), **if Evanston labor costs increase more than 4% in any given year**. When Evanston labor costs increase by more than 4% any given year, the labor costs portion of the Operating Costs shall be capped based on the average of the annual

percentage increases of labor costs for public works employees of Evanston and Lincolnwood (e.g., Evanston increase (4.4%) plus Lincolnwood Increase (4.0%) divided by two equals a 4.2% capped increase).

5.7 LINCOLNWOOD Audit Rights

Not more than once per year, LINCOLNWOOD shall have the right to audit all parts of the water charges, and the components thereof, as well as any other fees, charges, or assessments provided for in this Agreement. LINCOLNWOOD's right to audit includes, but is not limited to, the Demand Charge, the Quantity Rate, the Quantity Charge, the Rate Base and the Depreciation Charge, as well as any other components of the water charges. Evanston shall reasonably cooperate with requests by LINCOLNWOOD and its auditors regarding reasonable requests for documents and information needed to complete the audit related to the rights and obligations of the Parties under this Agreement. Each Party is responsible for its respective costs of the audit.

5.8 True-Up

At the end of each Service Year and subject to Section 5.07 (LINCOLNWOOD Audit Rights), there will be a final Quantity Charge or credit issued by Evanston to LINCOLNWOOD to adjust the total Quantity Rate calculated by utilizing the latest available Fiscal Year audited Operating Costs. Any adjustments to the water charges, and the components thereof, as well as any other fees, charges, or assessments provided for in this Agreement, that require additional payment to Evanston by LINCOLNWOOD or any credit to LINCOLNWOOD by Evanston shall be calculated as part of this annual True-Up process. The Parties have attached as **Group Exhibit "A"** to this Agreement, illustrative examples of the "True-Up" process. After the True-Up process and any dispute resolution process are completed, this final charge or credit shall be paid by the responsible Party within thirty (30) calendar days of the issuance of the invoice or credit by separate payment or as otherwise mutually agreed to in writing by the Parties.

6. Water System Definitions

6.1 Water System Definitions and Related Terms

In this Agreement, the following definitions apply:

- Evanston Clearwell Project: The replacement of the 5.0 MG treated water storage facility located on the south side of Lincoln Street opposite the water treatment plant (See, **Group Exhibit "B"**, #203 of the Treatment Plant asset list).

- Evanston Connection Facility: Evanston control valve, delivery meter, piping and other components necessary to supply water to LINCOLNWOOD that will be housed in an underground vault near the intersection of Oakton Avenue and the North Shore Channel, owned by Evanston and included as a transmission component in the rate base.

- Evanston Intake Replacement Project: The replacement of Evanston's 36" and 42" diameter intake(s) and all appurtenances thereto (See **Group Exhibit "B"**, #9 and #13 in the Source of Supply asset list).

- Evanston Water Utility: The assets in the Source of Supply, Pumping Plant, Treatment Plant, Water Plant and Transmission locations in service as of December 31, 2015, and identified in **Group Exhibit "B"** to this Agreement, which components may adjust annually as of the end of each Fiscal Year to reflect additions to, and retirements of, Water Utility components.

- Lincolnwood Water System: The infrastructure that makes up the Lincolnwood Water System, including but not limited to, the water treatment, pumping, storage, distribution and delivery system, pump stations, transmission and distribution mains, valves, meters, and connection facilities.

- Point of Delivery: The point of connection of the LINCOLNWOOD Water System and the Evanston Connection Facility adjacent to the underground vault at Evanston border on the East side of the North Shore Channel.

- Project: The construction of the Evanston Connection Facilities, the Evanston Facilities Adjustments, the LINCOLNWOOD Water System, and all related and necessary improvements made to the Evanston Water Utility, and the Lincolnwood Water System, as provided for in this Agreement.

- To the extent a word or term is used in this Agreement that is not defined herein, the first source of interpretation of the word or term shall be its definition in the AWWA M-1 Manual or other AWWA publication pertaining to water transmission and distribution facilities (if defined therein), then any applicable federal or state laws (e.g., Clean Water Act) and then the

common definition found in the most recent edition of any mutually agreed upon nationally published dictionary (e.g., Webster's Dictionary or Merriman's Dictionary).

7. Water Supply; Allocation; Distribution

7.1 Water Supply, Sale and Purchase; Allocation

Evanston will sell and deliver to LINCOLNWOOD the full water requirements of the LINCOLNWOOD Water System, except as otherwise set forth in this Agreement. LINCOLNWOOD will purchase all of the water it receives from Evanston in accordance with this Agreement.

LINCOLNWOOD is responsible to obtain and maintain a water allocation from the Illinois Department of Natural Resources ("IDNR"). In this Agreement, Average Day Demand ("ADD") means the IDNR water allocations established in November 2011 for Lincolnwood. In this Agreement, Maximum Flow Rate ("MFR") means the rate of flow that Evanston is required to provide at the Point of Delivery.

The MFR to Lincolnwood is based on the Year 2030 IDNR water allocation assigned to Lincolnwood multiplied by a 1.65 peaking factor.

- Illustrative formula for calculating the MFR for Lincolnwood: Lincolnwood

Year 2030 IDNR water allocation = 2.429 x 1.65 = 4.0079 Million Gallons Per Day ("MGD") MFR.

7.2 Emergency Connections

This Agreement will not prohibit LINCOLNWOOD or Evanston from entering into any emergency water service agreement with another municipality, water agency, or other source. Nothing in this Section will prevent Evanston's right to collect all water charges provided for in this Agreement.

7.3 Coefficient of Friction

LINCOLNWOOD shall maintain its transmission main to provide a coefficient of friction ("C-factor") to be determined after the completion of the final design engineering for the LINCOLNWOOD Water System, which C-factor will be incorporated into this Agreement by a jointly executed side-letter issued prior to the delivery date of water. Unless otherwise agreed to by the Parties, the C-factor rating of the LINCOLNWOOD Water System between the Point of

Delivery and the LINCOLNWOOD booster station or LINCOLNWOOD (referred to as the "Evanston Pressurized Zone" of the LINCOLNWOOD Water System) receiving reservoir shall not be less than a C-factor rating of 90. If the C-factor falls below 90 within the Evanston Pressurized Zone of the LINCOLNWOOD Water System, Evanston is not required to meet the Maximum Flow Rate as indicated in Section 7.01 (Water Supply Sale and Purchase; Allocation). The Maximum Flow Rate shall decrease directly on a one to one basis with the decrease in C-factor rating (e.g., each one (1) point loss or gain of C-factor equals a 1.11% change in the maximum flow rate: 80 C-factor = 88.90% maximum flow rate). The C-factor is identified in Cameron Hydraulic Data, or equivalent successor statement of measure, and typically used for the design of concrete pipes to reflect the roughness of the pipe after many years of operation. LINCOLNWOOD shall test its transmission main beginning in Year 2023, and every fifth year thereafter, to determine the C-factor rating and promptly provide those results to Evanston to ensure adherence to this requirement. If the LINCOLNWOOD's transmission main fails to meet the required C-factor rating as set forth in this Section, then another C-factor test shall be conducted during the subsequent Service Year.

7.4 Pressures

Evanston will supply water to LINCOLNWOOD by direct pressure from the Evanston Water Plant without intermediate pumping from reservoirs. Evanston shall control operating pressures within its water distribution system and adjust such pressures according to the water demands within its water distribution system to ensure that the pressure at the Point of Delivery is at all times between 40 and 50 pounds per square inch ("PSI").

7.5 Supply and Service Agreement Only; Title to Water

Nothing in this Agreement shall be construed as granting any proprietary or other interest in the Evanston Water Utility to LINCOLNWOOD. Nothing in this Agreement shall be construed as granting any proprietary or other interest in the LINCOLNWOOD Water System to Evanston. Evanston and LINCOLNWOOD agree that this Agreement is solely an agreement for the sale and purchase of a supply of Water and related services. Title to Water passes at the Point of Delivery from Evanston to LINCOLNWOOD. Evanston agrees to deliver an adequate water supply on a regular basis to maintain LINCOLNWOOD water requirements as provided for in this Agreement. Evanston agrees to not utilize off-peak pumping to meet the LINCOLNWOOD water requirements, unless requested by LINCOLNWOOD.

7.6 Temporary Restriction

Evanston has the right to restrict, on a temporary basis, the supply of water to LINCOLNWOOD in order to ensure an adequate water supply to all customers of the Evanston Water Utility for basic water services, and firefighting purposes, provided that the duration of the temporary water restriction is limited to the minimum time period necessary to resolve the condition or unforeseen emergency that caused the temporary restriction. Evanston shall take immediate, commercially reasonable actions to fix, repair, employ a temporary solution until a permanent solution is available or resolve the condition or unforeseen emergency that caused the temporary water restriction. If there is an insufficient water supply available to serve LINCOLNWOOD and all other customers, LINCOLNWOOD will receive its pro-rata share of the amount of water that is stored and available at the Evanston Water Utility based on the IDNR water allocation(s) as defined and identified in **Group Exhibit "B"** to this Agreement. If Evanston temporarily restricts the supply of water to LINCOLNWOOD under this Section, it shall deliver immediate written notice to LINCOLNWOOD that explains the reason(s) for the restriction, identifies the estimated reduction in the volume of water to be supplied to LINCOLNWOOD and the anticipated duration of the reduction in water supply service. During the first twenty-four (24) hour period of the temporary water restriction, Evanston shall provide LINCOLNWOOD with status reports in subsequent eight (8) hour intervals relative to the progress in resolving the condition or unforeseen emergency that caused the temporary water restriction. If the temporary water restriction extends or is anticipated to extend beyond a twenty-four (24) hour period, the Parties agree to meet to discuss commercially reasonable options and actions to fix, repair, employ a temporary solution until a permanent solution is available or resolve the condition or unforeseen emergency that caused the temporary water restriction.

7.7 Maintenance

Scheduled maintenance and repair to the Evanston Water Utility or the LINCOLNWOOD Water System that may impact water supply and service to LINCOLNWOOD cannot be done except upon prior notice to the other Parties of not less than five (5) days. Scheduled maintenance to water system infrastructure during peak demand periods shall be avoided to the extent possible. Notice of emergency maintenance or repair will be provided by the Party performing the maintenance and repair to the other Party as soon as practicable under the circumstances. Each

Party agrees to maintain their respective water systems in accordance with the manufacturers' warranty and operational specifications.

7.8 Lincolnwood Option to Purchase Water from Other Suppliers

Notwithstanding any other provision in this Agreement, Lincolnwood may purchase water from other water suppliers under the following two (2) situations. First, Lincolnwood may purchase water from other water suppliers to the extent Evanston fails to deliver to Lincolnwood the full water requirements up to the total amount of the IDNR water allocations as required by this Agreement. In the event of such failure by Evanston, but excluding temporary restriction(s) under Section 7.06 or maintenance situations under Section 7.07 above, Evanston shall provide written notice to Lincolnwood of the service failure, which shall include a description of the operational or technical reasons for the failure to deliver Lincolnwood's full water requirements. Second, Lincolnwood may purchase water from the City of Chicago under non-emergency conditions in order to maintain an active, operational water supply connection.

7.9 Surges and Back-Flows

No surges or back-flows into any Party's water system are allowable under this Agreement.

7.10 LINCOLNWOOD Responsibility for Damage to Evanston's Water Utility

LINCOLNWOOD is responsible for damage to the Evanston Water Utility or of any of its customers due to surges and back-flows caused by malfunction or misuse of LINCOLNWOOD's Water System, including, without limitation, valve operation or booster station operation, excluding damage where Evanston is responsible for the operation of the LINCOLNWOOD Water System, including, without limitation, its valve operation or booster station. LINCOLNWOOD shall install a flow control system and a pressure recording system consisting of remotely operated flow control valve(s) at the LINCOLNWOOD receiving reservoir(s). LINCOLNWOOD shall provide the necessary equipment to transmit pressures, rates of flow and receiving reservoir(s) elevations prior to delivery of water by Evanston. All devices necessary for the control and transmission of pressures, levels and rates of flow of water furnished to LINCOLNWOOD that are part of the LINCOLNWOOD Water System shall be provided and maintained by LINCOLNWOOD, and comply with the provisions of Section 10 (Meters and Measurements; Meter Testing). Water pressure and rate of flow readings shall be transmitted to

the Evanston Pumping Station. All flow control valves within the Evanston Water Utility shall be controlled by Evanston in accordance with the provisions of this Agreement.

7.11 Evanston's Responsibility for Damage to LINCOLNWOOD's Water System

Evanston is responsible for damage to the LINCOLNWOOD Water System or of the water systems any of its customers due to surges and back-flows caused by malfunction or misuse of Evanston's Water Utility, including, without limitation, valve operation, booster station operation or pump station operation.

8. Existing and Future Customers of Evanston; LINCOLNWOOD Other Users

8.01 Existing and Other Water Customers Served by Evanston

Evanston agrees that it will continue to supply water to its existing customers without impairing LINCOLNWOOD's right to Water service from Evanston under this Agreement, or impairing Evanston's ability to deliver Water to LINCOLNWOOD under this Agreement. Nothing in this Agreement limits Evanston executing new, modified or amended agreements with any other current or future wholesale water customer served by Evanston. LINCOLNWOOD agrees Evanston has the right to serve new wholesale water customer(s) subject to its obligations to LINCOLNWOOD under this Agreement.

8.2 Northwest Water Commission

In the event of the loss of the Northwest Water Commission ("NWC") between the years of 2034-2047, the change in the total rate increase shall be calculated, and Lincolnwood shall be assessed, **not more than fifty percent (50%)** of the rate increase incurred by the loss of NWC. Assuming the loss of NWC between the years of 2034-2047, total Lincolnwood rate increases shall be **capped at eight percent (8%) per annum**. Evanston shall take all commercially reasonable actions to reduce all assets in use at the WTP to reflect the new plant demand without NWC. After 2048, LINCOLNWOOD rates shall be recalculated according to this Agreement.

8.3 Liability for Unreasonable Delay by LINCOLNWOOD

If LINCOLNWOOD fails or refuses to complete the LINCOLNWOOD Water System as required by this Agreement, then LINCOLNWOOD shall pay to Evanston all reasonable, actual, documented costs incurred by Evanston as listed in Section 16.03 (G, H, or I) (Termination by LINCOLNWOOD), and in Sections 4.01 (LINCOLNWOOD Notice to Evanston to Proceed

With Preliminary Project Phase Work) through Section 4.07 (Commencement of Obligation to Deliver and Receive Water). If LINCOLNWOOD fails to complete the LINCOLNWOOD Water System due to a Force Majeure Event(s) or any other delays that prevent the completion of LINCOLNWOOD's Project Improvements until after the delivery of water (Section 4.04), LINCOLNWOOD shall not be obligated to pay to Evanston any costs or penalty, provided that LINCOLNWOOD has taken and continues to take all commercially reasonably actions to complete the LINCOLNWOOD Project Improvements as soon as reasonably possible after the expected delivery date of water.

8.4 Liability for Unreasonable Delay by Evanston

If Evanston fails or refuses to complete the components at the Point of Delivery in a commercially reasonable time frame as outlined in Section 4.01 (LINCOLNWOOD Notice to Evanston to Proceed with Preliminary Project Phase Work) through Section 4.07 (Commencement of Obligation to Deliver and Receive Water) and LINCOLNWOOD are unable to receive water from Evanston by the anticipated initial delivery date of water, or such other alternate water delivery date, as provided for in Section 4.01 (LINCOLNWOOD Notice to Evanston to Proceed with Preliminary Project Phase Work) through Section 4.07 (Commencement of Obligation to Deliver and Receive Water) above, due to such failure or refusal by Evanston, then Evanston will pay to LINCOLNWOOD the difference between the water rate that would have been charged by Evanston under this Agreement, and the then-applicable Chicago water rate (or the water rate charged by an alternate water supplier).

9. Facility Completion Schedule

9.1 Specifications and Sequence of Construction for the Project Improvements

After the approval of this Agreement, and subject to the notice to proceed provisions set forth in this Agreement, the Parties agree to work cooperatively together and to share relevant information to develop their respective specifications for their own Project improvements and to prepare construction schedules and operating procedures for the Project improvements, including the joint review of preliminary design plans and final design plans for review comment purposes and delivery of periodic status reports by each Party relative to the Evanston Connection Facilities and the LINCOLNWOOD Water System.

9.2 IEPA and Other Approvals for the Project

The Parties agree to apply for, obtain and maintain all permits, licenses and other approvals required by the federal, state, county and local governments and governmental regulatory agencies with jurisdiction over the Project.

9.3 Easements, Licenses, Permits, Fees and Approvals

LINCOLNWOOD shall take all necessary action to acquire easements, permits and licenses for the construction of the LINCOLNWOOD Water System Facilities within Evanston's corporate boundaries and outside of Evanston's corporate boundaries. LINCOLNWOOD agrees to pay all required permit fees, license fees and plan review fees to all governmental regulatory agencies with jurisdiction over the Project, except for Evanston. Construction of the LINCOLNWOOD Water System shall conform to all applicable laws, ordinances, codes, regulations and specifications.

10. Meters and Measurements; Meter Testing

10.1 Unit of Measurement

The unit of measurement for water delivered pursuant to this Agreement will be gallons of water, U.S. Standard Liquid measure, and all meters installed pursuant to this Agreement must, unless the Parties otherwise agree, be so calibrated, and must read at one thousand (1,000) gallons of water.

10.2 Supervisory Control and Data Acquisition ("SCADA")

Evanston shall in real time provide to LINCOLNWOOD the following SCADA information, except during SCADA failure:

a) total plant flow data;

b) flow through LINCOLNWOOD master meter data;

c) pressure at LINCOLNWOOD delivery meter facility data; and

d) Evanston control valve position.

LINCOLNWOOD shall in real time provide to Evanston incoming and outgoing flow data from each receiving reservoir as well as the water level in each receiving reservoir, except during SCADA failure. In regard to on-site visits and inspections of each Party's respective water system facilities, the requesting Party shall request any on-site visits and inspections in advance

by written notice to the receiving Party and shall comply with all security protocols and be accompanied by the receiving Party's staff during the on-site visit or inspection, and the receiving Party shall cooperate in scheduling such on-site visits and inspections. Evanston and LINCOLNWOOD agree to promptly repair any SCADA failures.

10.3 Delivery Meters

Water sold and delivered to LINCOLNWOOD pursuant to this Agreement must be measured through a meter or meters furnished, installed, maintained, replaced and read by Evanston (the "Delivery Meters"). Except as provided in this Agreement, all billing for Water sold and supplied pursuant to this Agreement must be based upon Evanston's readings of the Delivery Meters, subject to LINCOLNWOOD's right to audit Evanston's readings under Section 5.07 (LINCOLNWOOD Audit Rights) above. All Delivery Meters shall be in good working order, shall at all times meet or exceed the standards of the AWWA, or its successor entity, and shall be available for inspection, testing, and checking by LINCOLNWOOD upon reasonable request to Evanston. Evanston shall at its cost maintain, inspect, test, calibrate and adjust all Delivery Meters not more than two (2) times per year. Representatives from LINCOLNWOOD shall have the right to witness all such maintenance, inspections, tests, calibrations and adjustments. Lincolnwood shall pay to Evanston the actual cost incurred by Evanston in maintaining, testing, calibrating and adjusting the Delivery Meters, which cost shall be included as part of the Quantity Charge. Copies of the results of all such maintenance, inspections, tests, calibrations and adjustments must be furnished by Evanston to LINCOLNWOOD upon request.

10.4 Check Meters

LINCOLNWOOD may, at their option and expense, install and operate a check meter(s) (a "Check Meter") to check each Delivery Meter, but the measurement of water for billing pursuant to this Agreement shall, except as hereinafter provided, be measured solely by the Delivery Meters. All Check Meters shall meet or exceed the standards of the AWWA and shall be available for inspection and checking by Evanston upon reasonable request to LINCOLNWOOD. The costs for installation, maintenance, regulatory fees, reading, testing, calibration, and adjustment of all Check Meters shall be performed by LINCOLNWOOD at LINCOLNWOOD's sole cost and expense.

10.5 Meter Calibration and Adjustment

If either Evanston or LINCOLNWOOD at any time observes a variation between a Delivery Meter and a Check Meter or any other evidence of meter malfunction, such Party must promptly notify the other Party, and Evanston and LINCOLNWOOD agree to cooperate to inspect and test the accuracy of such meter(s). If upon any inspection or test, any meter is found to be out of service or the percentage inaccuracy of any meter is found to be **in excess of two percent (2%)** slow or fast, then the meter's registration, as well as charges for water based on incorrect metering, must be corrected by agreement of Evanston and LINCOLNWOOD based on the best data available. The best data available is defined as the registration of an installed Check Meter that is accurately registering **equal to or less than two percent (2%)** slow or fast during the period extending back to the time when such inaccuracy began. If it is impossible to determine the time period of inaccuracy, the correction period will extend back one-half of the time elapsed since the last date of calibration. Otherwise, the amount of water delivered during such period may be estimated by:

- correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or

- if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of water delivered by reference to deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

10.6 Notification Concerning Meter Tests

Evanston and LINCOLNWOOD shall deliver to the other Party written notice at least seventy-two (72) hours in advance of the time of any planned maintenance, inspection, test, calibration, adjustment or other work affecting any Delivery Meter or Check Meter so that the other Party may arrange to have a representative present. If said representative is not present at the time set in such notice, the inspection, test, calibration, adjustment or other work will proceed in the absence of said representative. Notices required under this Section 10.06 shall be given to the following persons at the following addresses, unless otherwise provided in writing by LINCOLNWOOD :

If for Evanston:

Director of Public Works Agency

555 Lincoln Street
Evanston, Illinois 60201
Phone: 847.448.4311
Email: current business email address

If for Lincolnwood:

Director of Public Works
Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712
Phone: 847-675-0888
Fax: 847-675-4432
Email: current business email address

10.7 Removal of Meters

Delivery Meters and Check Meters may be removed upon termination of this Agreement only upon mutual agreement of the Parties and upon the release of any easements related thereto.

10.8 Meters for Customers

Each Party is responsible for providing water meters to its own customers.

11. Dispute Resolution

11.01 Negotiation

If a dispute arises between Evanston and LINCOLNWOOD concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through

negotiation, any Party to this Agreement may pursue other remedies under Section 11.02 (Remedies) below to enforce the provisions of this Agreement.

11.2 Remedies

In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. Each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. Each Party will bear its own costs, expenses, experts' fees, and attorneys' fees, incurred in all litigation arising under this Agreement.

11.3 Venue and Applicable Law

All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.

12. Force Majeure

12.1 Excuse From Performance

No Party will be liable in damages to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event as defined in Section 12.02 (Force Majeure Event) below. If a Party cannot perform under this Agreement due to the occurrence of a Force Majeure Event, then the time period for performance of the Party under this Agreement shall be extended by the duration of the Force Majeure Event.

12.2 Force Majeure Event

A "Force Majeure Event" means an event not the fault of, and beyond the control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include:

- an "act of God" such as an earthquake, flood, fire, Lake Michigan seiche, tornado, earth movement, or similar catastrophic event,
- an act of terrorism, sabotage, civil disturbance or similar event,
- a strike, work stoppage, picketing, or similar concerted labor action,
- delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts, or
- an order or regulation issued by a Federal or State regulatory agency after the Effective Date or a judgment or order entered by a Federal or State court after the Effective Date.

A Force Majeure Event does not include a change in economic or market conditions or a change in the financial condition of a Party to this Agreement.

12.3 Notice

The Party claiming a Force Majeure Event excuse must deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this Section must be given promptly in light of the circumstances. Such notice must describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the Party expects to be prevented from performing, and the steps which the Party intends to take to restore its ability to perform its obligations under this Agreement.

13. Preservation of Water Rights

Evanston intends to preserve all of its water rights, irrespective of whether the water held under such water rights is allocated under this Agreement. Nothing in this Agreement shall be construed as an abandonment, or evidence of intent to abandon, any of the water rights that Evanston presently possesses.

14. Good Faith and Fair Dealing

The Parties each acknowledge their obligation under Illinois law to act in good faith toward, and deal fairly with, each other with respect to this Agreement.

15. Disconnection, Removal Relocation of Connection Facilities or Transmission Mains

15.01 Termination of Agreement

Upon termination of this Agreement, Evanston, in its discretion and at its cost, may disconnect or remove the Evanston Connection Facilities and / or the LINCOLNWOOD Connection Facilities and / or transmission mains located within Evanston's rights of way or utility easements, but only after the Parties mutually approve and sign an agreement and a release of easements that pertain to disconnection and / or removal of the Evanston Connection Facilities, the LINCOLNWOOD Connection Facilities and /or the transmission mains.

15.02 Relocation

In the event that the Point of Delivery or any portion of the Evanston Connection Facilities and the LINCOLNWOOD Connection Facilities or any transmission mains need to be relocated due to unanticipated circumstances or at the request of either Party, the Parties may negotiate an addendum to this Agreement that provides for the relocation, reconstruction, financing and cost sharing of the relocation work. If this Agreement is terminated, within one (1) year of the effective date of such termination, all connection facility assets, components, and equipment within Evanston must be removed at LINCOLNWOOD's sole cost and expense, unless otherwise agreed upon by the Parties.

16. Termination; Default

16.1 Termination by Evanston

This Agreement shall be subject to termination if a court of competent jurisdiction restricts or limits any of Evanston's rights to obtain, sell, contract for, or distribute water to LINCOLNWOOD in a manner that prohibits Evanston from complying with its obligations to LINCOLNWOOD under this Agreement. Evanston will have the right to terminate this Agreement if LINCOLNWOOD fails and defaults with respect to its obligations under Section 5.02 (Billing and Payments) of this Agreement, and otherwise fails and refuses to cure such default under Section 11.01 (Negotiation) and Section 16.04 (Default; Cure Period; Relief).

16.2 Termination by Mutual Agreement

Only upon mutual consent, the Parties may agree to terminate this Agreement, in writing, after the approval of a termination or wind-down agreement by their respective corporate authorities.

16.3 Termination by LINCOLNWOOD

LINCOLNWOOD shall have the right to terminate this Agreement if it delivers written notice to Evanston of its intention to terminate this Agreement not less than five (5) years prior to the termination date of the then-existing Term. In addition, LINCOLNWOOD has the right to terminate this Agreement for the following reason(s):

A. If LINCOLNWOOD is unable to obtain easements or title to real property to construct the LINCOLNWOOD Connection Facilities and other necessary LINCOLNWOOD Project Improvements.

B. If the LINCOLNWOOD Engineering and Route Study determines that the LINCOLNWOOD Connection Facilities and other necessary LINCOLNWOOD Project Improvements will not be feasible for any reason, including but not limited to a lack of technical feasibility to complete the LINCOLNWOOD Project Improvements, or a lack of relative financial feasibility to pay for the LINCOLNWOOD Project Improvements.

C. If the bid results for the LINCOLNWOOD Connection Facilities and other necessary LINCOLNWOOD Project Improvements exceeds:

1) the LINCOLNWOOD Engineer's Estimate;

2) the approved LINCOLNWOOD Project Budget; or

3) the LINCOLNWOOD Project Financial / Debt Repayment schedule. LINCOLNWOOD shall provide all documents and data to Evanston prior to LINCOLNWOOD cancelling the bid.

D. Evanston fails to deliver water in accordance with or otherwise fails to comply with the terms of this Agreement.

E. LINCOLNWOOD can terminate this Agreement at the end of the Initial Term, or as otherwise provided during any Extended Term, subject to timely written notice to Evanston.

F. LINCOLNWOOD can terminate this Agreement on or before December 31, 2018, if Lincolnwood is unable to negotiate with the City of Chicago a renewal of its existing agreement with Chicago, which renewal must include, at a minimum, Chicago's provision to Lincolnwood of an acceptable emergency water supply and otherwise be consistent with Lincolnwood's purchase of water from Evanston as contemplated in this Agreement.

G. LINCOLNWOOD can terminate this Agreement after its issuance of written notice to proceed with Evanston's Preliminary Project Phase Work as set forth in Section 4.01 above, provided LINCOLNWOOD fully reimburses Evanston for all reasonable actual, documented costs incurred by Evanston relating only to Project consultants and Project engineering fees and expenses that are incurred by Evanston after the date of issuance of LINCOLNWOOD's Notice to Evanston to Proceed with Preliminary Project Phase Work. Evanston or LINCOLNWOOD will not be reimbursed for staff time or corporation counsel time or outside legal counsel fees and expenses.

H. LINCOLNWOOD can terminate this Agreement after its issuance of written notice to proceed with Evanston's Final Engineering Design Work as set forth in Section 4.02 above, provided LINCOLNWOOD fully reimburses Evanston for all reasonable actual, documented costs incurred by Evanston relating only to Project consultants and Project engineering fees and expenses that are incurred by Evanston after the date of issuance of LINCOLNWOOD's Notice to Evanston to Proceed with Final Engineering Design Work. Evanston or LINCOLNWOOD will not be reimbursed by the other Party for staff time or corporation counsel time or outside legal counsel fees and expenses.

I. LINCOLNWOOD can terminate this Agreement prior to acceptance of water from Evanston, provided LINCOLNWOOD fully reimburses Evanston for all reasonable actual, documented costs incurred by Evanston, relating only to Project consultants and Project engineering fees and expenses and construction costs that are incurred by Evanston after the date of issuance of LINCOLNWOOD's Notice to Evanston to Proceed with Construction as set forth in Section 4.03 above. Evanston or LINCOLNWOOD will not be reimbursed by the other Party for staff time or corporation counsel time or outside legal counsel fees and expenses.

16.4 Default; Cure Period; Relief

In the event any Party defaults in regard to any obligation under this Agreement, the non-defaulting Party shall send written notice of the default, with a description of the default, and a request that the defaulting Party cure the default. Any Party deemed to be in default under this Agreement by another Party shall have a thirty (30) calendar day cure period to resolve the default to the other Party's satisfaction or to initiate and continue to take actions that are designed to cure the default in a reasonable time period so that the Party in default is in conformance with the terms of this Agreement. In the event that a default is not cured, the non-defaulting Party and the defaulting Party shall participate in the "Dispute Resolution" process

contained in Section 11.01 (Negotiation) above. If the Dispute Resolution process is not successful, then either Party may seek to enforce remedies in Section 11.02 (Remedies) to enforce the provisions of this Agreement.

17. General Conditions

17.1 Entire Agreement

This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement. There are no other commitments, understandings, promises or conditions among the Parties in any other contract or agreement, whether oral or written, and this Agreement supersedes all prior written or oral agreements, commitments and understandings among the Parties.

17.2 Prompt Payment

In regard to the payment of any fee, charge or assessment provided for under this Agreement, the Parties are subject to and shall comply with the Local Government Prompt Payment Act (50 ILCS 505/l, et seq.).

17.3 Compliance With Laws

The Parties to this Agreement shall comply with all applicable Federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

17.4 Regulatory Bodies

This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them; provided, however, that this Section 17.04 shall not be construed as waiving the right of any Party to challenge the validity of any such rule, regulation, or law on any basis, including impairment of this Agreement.

17.5 Illinois Freedom of Information Act

The definition of a "public record" in the Freedom of Information Act (5 ILCS 140/1, et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function

on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2). Consequently, the Parties shall maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, et seq.) and FOIA.

17.6 Interpretation; Headings

This Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. No rule of construction that a document is to be construed against any of the drafting Parties shall be applicable to this Agreement. Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

17.7 Waiver

The failure of any Party to enforce any section, subsection, term, condition or covenant (collectively referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed waived by any Party, unless the provision to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of the Party charged with such waiver. No waiver by either Evanston or LINCOLNWOOD of any provision of this Agreement shall be deemed or construed as a waiver of any other provision of this Agreement, nor shall any waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

17.8 No Individual or Personal Liability

The Parties agree that the actions taken in regard to and the representations made by each respective Party in this Agreement and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.

17.9 No Third Party Beneficiaries

This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as

beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.

17.10 Amendments

No amendment to this Agreement shall be effective until it is reduced to writing in an addendum and approved by the corporate authorities of the Parties. All addenda shall be executed by an authorized official of each Party. If any governmental agency with regulatory authority enacts new rules or regulations or new nationally recognized water system engineering requirements are adopted that require the method of water production or any components of the infrastructure used for the delivery of water under this Agreement to be changed or modified, the Parties agree to negotiate an addendum to this Agreement that addresses the construction and operation of the required water system improvements to the Evanston Water Utility and/or the LINCOLNWOOD Water System, the cost allocation of such improvements among the Parties and the financing of such improvements.

17.11 Assignment

No Party shall assign, sublet, sell or transfer its interest in this Agreement or any of its rights or obligations under this Agreement without the prior written, mutual consent of the other Parties. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

17.12 Notice

Except as otherwise provided in this Agreement, all notices and other communications in connection with this Agreement shall be in writing and deemed to be given on the date of mailing if sent by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid, or may be delivered by messenger delivery, or overnight express mail, or personal delivery, or via facsimile, or via electronic internet mail ("e-mail") to the current mailing address(es) or email address(es) of the Parties' principal administrative offices, addressed to the Mayor/Village President or the City Manager/Village Manager. Facsimile notices shall be

deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered at, the following addresses, unless otherwise directed by the Parties:

If for City of Evanston:

With copy to: Corporation Counsel (same address as City Manager)

City Manager
Lorraine Morton Civic Center
2100 Ridge Avenue
Evanston, Illinois 60201
Phone: 847.866.2936
Email:
citymanagersoffice@cityofevanston.org

Director
Public Works Agency
555 Lincoln Street
Evanston, Illinois 60201
Phone: 847.448.4311
Email: publicworks@cityofevanston.org

If for Village of Lincolnwood:

Village Manager
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Director of Public Works
Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712

Phone: 847-745-4717
Fax: 847-673-9382
Email: current business email address

Phone: 847-675-0888
Fax: 847-675-4432
Email: current business email address

With a copy to:

Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Steven M. Elrod, Corporation Counsel

By notice with the foregoing requirements of this Section 17.12, the Parties shall have the right to change the addresses for all future notices and communications to itself, but no notice of such a change shall be effective until actually received.

17.13 Severability

In the event any term, provision or condition of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other terms, provisions or conditions of this Agreement which can be given effect without the invalid term, provision or condition. To this extent and purpose, the terms, provisions and conditions of this Agreement are declared severable. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.

17.14 No Separate Legal Entity; No Joint Venture or Partnership or Agency

This Agreement establishes a cooperative intergovernmental undertaking, but the Parties do not intend to create a new or separate legal entity by entering into this Agreement. This Agreement does not establish or create a joint venture or partnership between the Parties, and no Party shall be responsible for the liabilities and debts of the other Parties hereto. No Party shall be deemed to be the agent, employee, or representative of any other Party.

17.15 Independent Sovereign Status

The Parties to this Agreement are independent, sovereign units of local government and no Party shall exercise control over either the performance of any other Party or the employees of any other Party.

17.16 Effective Date

The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement, which date shall be inserted on the first page of this Agreement. This Agreement shall become effective only in the event the corporate authorities of each Party approves this Agreement.

17.17 Authorization

In accordance with applicable state laws, this Agreement was approved by each Party as follows:

A. The adoption of Ordinance_____-O-18 by the Mayor and City Council of Evanston on the_____, 2018.

B. The passage of Resolution 18-2070 by the Village President and Board of Trustees of the Village of Lincolnwood on the July 23, 2018.

17.18 Counterparts

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

17.19 Exhibits

In the event of a conflict between any Exhibit attached hereto and the text of this Agreement, the text of this Agreement shall control. The following Exhibits are attached to this Agreement and made a part hereof:

A. Group Exhibit "A": Illustrative Example of "True-Up" Process comprised of Pages A-1 through A-7 (Page A-1: Morton Grove - Niles Water Supply Quantity Rate True Up Calculation for Service Year 2016; Page A-2: Morton Grove - Niles Water Supply Estimated Quantity Rate for Service Year 2016 Based on FY 2014 Audited Information; Page A-3: 2014 Audited Information, City of Evanston, Illinois, Water Fund – Operations and Maintenance Account, Schedule of Revenues, Expenditures, and Changes in Unreserved Fund Balance – Budget and Actual for the FY ended December 31, 2014 with Comparative Totals for FY ended December 31, 2013 (Page 157); Page A-4: Morton Grove-Niles Water Supply True Up Quantity Rate for Service Year 2016 Based on FY 2015 Audited Information; Page A-5: 2015 Audited Information, City of Evanston, Illinois, Water Fund – Schedule of Revenues, Expenditures, and Changes in Net Position – Budget and Actual for the FY ended December 31, 2015 (Page 123); Page A-6: Calculation of Distribution Expenses

Allocated to LINCOLNWOOD; Page A-7: Annual Pumpage (MG) (Water and Sewer 2015 Annual Report, Page 18).

B. Group Exhibit "B": Example of Rate Calculation for LINCOLNWOOD Water Rate for Service Year 2017 Based on Evanston Audited Information for Fiscal Year 2015 comprised of Pages B-1 through B-21 (Pages B-1 and B-2: Example of Rate Calculation for LINCOLNWOOD Water Supply Prepared on 12/14/2016 by Dave Stoneback, Morton Grove - Niles Water Supply Rate Calculation for Service Year 2017, Based on FY 2015 Actual Information; Pages B-3 to B-12: Evanston Water Utility Component Sheets, Table B-1 dated 6/30/2016 (Reproduction Cost New Less Depreciation As Of December 31, 2015, Pages 1 through 10 of Burns & McDonnell Water Works Properties Valuation); Page B-13: Table B-2 dated 6/30/2016 (Reproduction Cost New Less Depreciation As Of December 31, 2015, Burns & McDonnell Water Works Properties Valuation); B-14: Table B-3 dated 6/30/2016 (Original Cost New Less Depreciation As Of December 31, 2015, Burns & McDonnell Water Works Properties Valuation); Page B-15: Table B-4 dated 6/30/2016 (OCLD and RCNLD At December 31, 2015, Burns & McDonnell Water
Works Properties Valuation); Page B-16: IDNR Water Allocations as of November 2011; Page B-17: 2015 Audited Information, City of Evanston, Illinois, Notes to the Financial Statements for the FY ended December 31, 2015 (Page 40); Page B-18: Evanston Audited Information, City of Evanston, Schedule of Fixed Assets and Depreciation, Year ended December 31, 2014; Page B-19: Annual Pumpage, 2015 Monthly Pumpage (MG) and 2015 Average Day Pumpage (MGD)(Water and Sewer 2014 Annual Report)(Page 17); Page B-20: 2015 Audited Information, City of Evanston, Illinois, Water Fund – Schedule of Revenues, Expenditures, and Changes in Net Position – Budget and Actual for the FY ended December 31, 2015 (Page 123); Page B-21: Evanston Distribution System, Calculation of Percent of System Allocated to LINCOLNWOOD, Calculation of Depreciation Charges.

C. Group Exhibit "C": Depreciation Rates comprised of Page C-1: Depreciation Rates (Classes of Plant included: Source of Supply, Pumping Plant, Treatment Plant, Water Plant and Transmission)

D. Exhibit "D": City of Evanston Ordinance 45-O-18 (Approval of Water Supply Agreement Between the City of Evanston and the Village of Lincolnwood)

E. Exhibit "E": Village of Lincolnwood Resolution 18- (Approval of Water Supply Agreement Between the City of Evanston and the Village of Lincolnwood)

IN WITNESS WHEREOF, this Agreement was executed on behalf of the Parties through their authorized representatives, after all duly required corporate action was taken, as set forth below on the signature pages.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE FOR
CITY OF EVANSTON

IN WITNESS WHEREOF, the below authorized officials of the City of Evanston signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the corporate approval granted by passage of Ordinance 45-O-18 by the Corporate Authorities of the City of Evanston.

City of Evanston
By: Wally Bobkiewicz
Name: Wally Bobkiewicz
City Manager, City of Evanston Date: 8/24 2018.

Attest:
By: _____
Name: ~~Devon Reid~~ Eduardo Gomez
Deputy City Clerk, City of Evanston
Date: 8/24, 2018

Approved as to form and legality:
By: Michelle L Masoncup
Michelle L. Masoncup, Corporation Counsel

SIGNATURE PAGE FOR
VILLAGE OF LINCOLNWOOD

IN WITNESS WHEREOF, the below authorized officials of the Village of Lincolnwood have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the corporate approval granted by passage of Resolution R2018-107 by the Corporate Authorities of the Village of Lincolnwood.

Village of Lincolnwood
By: _____
Name: Barry I. Bass
Village President, Village of Lincolnwood
Date: August 1, 2018.

Attest:
By: _____
Name: Beryl Herman
Village Clerk, Village of Lincolnwood
Date: August 1, 2018

Approved as to form and legality:
By: _____
Village Attorney

Group Exhibit "A" – True Up

Illustrative Example of "True-Up" Process comprised of Pages A-1 through A-7 (Page A-1: Morton Grove-Niles Water Supply Quantity Rate True Up Calculation for Service Year 2016; Page A-2: Morton Grove-Niles Water Supply Estimated Quantity Rate for Service Year 2016 Based on FY 2014 Audited Information; Page A-3: 2014 Audited Information, City of Evanston, Illinois, Water Fund – Operations and Maintenance Account, Schedule of Revenues, Expenditures, and Changes in Unreserved Fund Balance – Budget and Actual for the FY ended December 31, 2014 with Comparative Totals for FY ended December 31, 2013 (Page 157); Page A-4: Morton Grove - Niles Water Supply True Up Quantity Rate for Service Year 2016 Based on FY 2015 Audited Information; Page A-5: 2015 Audited Information, City of Evanston, Illinois, Water Fund – Schedule of Revenues, Expenditures, and Changes in Net Position – Budget and Actual for the FY ended December 31, 2015 (Page 123); Page A-6: Calculation of Distribution Expenses Allocated to LINCOLNWOOD; Page A-7: Annual Pumpage (MG) (Water and Sewer 2015 Annual Report, Page 18).

(attached)

Group Exhibit A

Illustrative Example of the "True-Up" Process

Pages A-1 through A-7

LINCOLNWOOD WATER SUPPLY
QUANTITY RATE TURE-UP CALCULATION
FOR SERVICE YEAR 2016

SY 2016 Estimated Quantity Rate (based on FY2014 actuals) $0.3539

SY 2016 True Up Quantity Rate (based on FY2015 actuals) $0.3647

MONTH	YEAR	PUMPAGE (1,000 GALLONS)	ORIGINAL AMOUNT BILLED	ADJUSTED AMOUNT BILLED	DIFFERENCE
JANUARY	2016	43,250	$ 15,306.18	$ 15,773.28	$ 467.10
FEBRUARY	2016	43,988	$ 15,567.35	$ 16,042.42	$ 475.07
MARCH	2016	44,937	$ 15,903.20	$ 16,388.52	$ 485.32
APRIL	2016	44,527	$ 15,758.11	$ 16,239.00	$ 480.89
MAY	2016	44,921	$ 15,897.54	$ 16,382.69	$ 485.15
JUNE	2016	44,988	$ 15,921.25	$ 16,407.12	$ 485.87
JULY	2016	45,203	$ 15,997.34	$ 16,485.53	$ 488.19
AUGUST	2016	47,155	$ 16,688.15	$ 17,197.43	$ 509.27
SEPTEMBER	2016	46,156	$ 16,334.61	$ 16,833.09	$ 498.48
OCTOBER	2016	43,579	$ 15,422.61	$ 15,893.26	$ 470.65
NOVEMBER	2016	43,284	$ 15,318.21	$ 15,785.67	$ 467.47
DECEMBER	2016	40,758	$ 14,424.26	$ 14,864.44	$ 440.19
TOTALS		532,746	$ 188,538.81	$ 194,292.47	$ 5,753.66
			TOTAL AMOUNT OWED TO EVANSTON		$ 5,753.66

NOTE: Monthly Pumpage amount is not actual - quantity used for illustration purposes only

Lincolnwood Water Supply
Estimated Quanity Rate for Service Year 2016
Based on FY 2014 Actuals

Quantity Charge Calculation:			1000 Gallons
Water Treatment Plant			
Actual usage in FY 2014 (Jan - Dec 2014)	Northwest Water Commission		7,941,653
	Evanston		2,719,978
	Skokie		2,766,348
	MG-N		2,544,132
	Lincolnwood		539,247
		Total	16,511,358
FY 2015 expenses	Administration		$1,473,338
	Pumping		$1,752,932
	Filtration		$2,015,362
		Total	$5,241,632
Water Treatment Quantity Rate = Total Plant Expenses /Total Pumpage (per 1,000 gal)		*subtotal*	$0.32
Water Transmission System			
Actual pumpage in FY 2014 (1000 gallons)	Evanston		2,719,978
	Skokie		2,766,348
	MG-N		2,544,132
	Lincolnwood		539,247
		Total	8,569,705
FY 2015 expenses	Distribution		$2,395,818
	% allocated to Lincolnwood		13.04%
			$312,415
Water Transmission Quantity Rate = Water Transmission Expenses / Total Pumpage (per 1,0		*subtotal*	$0.04
		Rate	
Estimated Quantity Charge =	*TOTAL*	**$0.3539**	$190,845.90

CITY OF EVANSTON, ILLINOIS 2014 Audited Information

Water Fund - Operations and Maintenance Account

Schedule of Revenues, Expenditures, and Changes in Unreserved Fund Balance - Budget and Actual
For the Fiscal Year ended December 31, 2014
(With Comparative Totals for the Fiscal Year ended December 31, 2013)

	Budget	Actual	Prior Period Actual
Operating Revenues			
Charges for services	$ 13,913,400	$ 14,379,362	$ 13,903,482
Miscellaneous	411,316	672,370	754,266
Total Operating Revenues	14,324,716	15,051,732	14,657,748
Operating Expenses Excluding Depreciation			
Administration	933,989	1,099,395	960,028
Operations			
Pumping	2,355,718	2,023,601	2,226,781
Filtration	2,740,856	2,331,616	2,435,092
Distribution	1,425,352	1,444,158	1,389,136
Meter maintenance	300,760	280,083	249,474
Other	491,700	759,985	915,196
Total Operating Expenses Excluding Depreciation	8,248,375	7,938,838	8,175,707
Operating Income Before Depreciation	6,076,341	7,112,894	6,482,041
Depreciation	-	1,569,014	1,449,757
Operating Income	6,076,341	5,543,880	5,032,284
Nonoperating Revenues (Expenses)			
Interest Income	2,500	17,552	12,256
Change in unrealized depreciation on investments	-	(61,547)	-
Interest Expense	-	(376,677)	(298,850)
Amortization of bond discount and costs	-	1,129	1,129
Bond issuance and amortization costs	-	1,624	(19,777)
Net book value of fixed assets disposed	-	(772,649)	(60,762)
Total Nonoperating Revenues (Expenses)	2,500	(1,190,568)	(366,004)
Income Before Transfers	6,078,841	4,353,312	4,666,280
Transfers In (Out)			
General Fund	(3,356,300)	(3,369,559)	(3,356,300)
Insurance Fund	(468,492)	-	-
Total Transfers In (Out)	(3,356,300)	(3,369,559)	(3,356,300)
Net Income	$ 2,722,541	983,753	1,309,980
Other Changes in Unreserved Net Position			
Intrafund transfers in (out) - Net Position reserved - restricted accounts		6,267,672	(4,290,942)
Increase (Decrease) in Unreserved Net Position		7,251,425	(2,980,962)
Unreserved Net Position			
Beginning of year		55,120,773	58,101,735
End of year		$ 62,372,198	$ 55,120,773

Lincolnwood Water Supply
True-up Quanity Rate for Service Year 2016
Based on FY 2015 Actuals

Quantity Charge Calculation:				1000 Gallons
Water Treatment Plant				
Actual usage in FY 2015 (Jan - Dec 2015)	Northwest Water Commission			7,846,900
	Evanston			2,790,010
	Skokie			2,786,870
	MG-N			2,090,587
	Lincolnwood			532,746
			Total	16,047,113
FY 2015 expenses	Administration			$1,473,338
	Pumping			$1,752,932
	Filtration			$2,015,362
			Total	$5,241,632
Water Treatment Quantity Rate = Total Plant Expenses /Total Pumpage (per 1,000 gal)			*subtotal*	$0.33
Water Transmission System				
Actual pumpage in FY 2015 (1000 gallons)	Evanston			2,790,010
	Skokie			2,786,870
	MG-N			2,090,587
	Lincolnwood			532,746
			Total	8,200,213
FY 2015 expenses	Distribution			$2,395,818
	% allocated to Lincolnwood			13.04%
				$312,415
Water Transmission Quantity Rate = Water Transmission Expenses / Total Pumpage (per 1,0			*subtotal*	$0.04
			Rate	
Estimated Quantity Charge =		*TOTAL*	**$0.3647**	$194,313.00

CITY OF EVANSTON, ILLINOIS

Water Fund — 2015 Audited Information

Schedule of Revenues, Expenditures, and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2015

	Budget	Actual
Operating Revenues		
Charges for services	$ 15,253,000	$ 15,005,360
Miscellaneous	506,100	716,246
Total Operating Revenues	15,759,100	15,721,606
Operating Expenses Excluding Depreciation		
Administration	1,528,130	1,473,338
Operations		
Pumping	2,426,701	1,752,932
Filtration	2,612,781	2,015,362
Distribution	1,724,142	2,395,818
Meter maintenance	194,336	202,921
Other	19,349,100	420,562
Total Operating Expenses Excluding Depreciation	27,835,190	8,260,933
Operating Income (Loss) Before Depreciation	(12,076,090)	7,460,673
Depreciation	-	2,096,633
Operating Income (Loss)	(12,076,090)	5,364,040
Non-Operating Revenues (Expenses)		
Investment income	10,000	5,981
Interest Expense	(434,254)	(390,461)
Net book value of fixed assets disposed	-	302,700
Total Non-Operating Revenues (Expenses)	(424,254)	(81,780)
Income (Loss) Before Transfers	(12,500,344)	5,282,260
Transfers		
Transfers (out)	(3,194,053)	(3,194,053)
Total Transfers In (Out)	(3,194,053)	(3,194,053)
Net Income	$ (15,694,397)	2,088,207
Net Position		
Beginning of Year		66,279,631
Change in accounting principle		(101,305)
Prior period adjustment		(55,806)
Beginning of Year, Restated		66,122,520
End of Year		$ 68,210,727

(See independent auditor's report.)

SUMMARY OF LINCOLNWOOD TRANSMISSION ASSETS

Asset Number	Total Asset Linear Feet	Linear Feet Used by LW	Percentage of Linear Feet Used by LW	Original Cost[1]	Scaled Original Cost[2]	Unit Cost[3]	RCN[4]	Valves, Hydrants, Excavation, Trench, Pavement[5,6]	Total RCN[7]	Depreciation[8]	Total RCNLD[9]	Year of Installation	Age of Pipe	Size	Material
401	NA	Valve	NA	$ 7,531.01	$ 7,531.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	42	Valve
408	NA	Valve	NA	$ 9,398.01	$ 9,398.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	30	Valve
411	NA	Valve	NA	$ 11,729.01	$ 11,729.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	24	Valve
424	NA	Valve	NA	$ 15,728.01	$ 15,728.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	36	Valve
432	NA	Valve	NA	$ 16,447.01	$ 16,447.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	30	Valve
524	NA	Valve	NA	$ 13,800.01	$ 13,800.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1961	56	48	Valve
446	500	21	0.04	$ 3,558.01	$ 152.93	$ 390.00	$ 8,326.87	$ 3,924.30	$ 17,765.07	$ 17,765.07	$ -	1925	92	24	HWC
450	6745	6745	1.0	$ 4,300.01	$ 4,300.01	$ 390.00	$ 2,630,665.89	$ 979,329.51	$ 5,234,493.04	$ 2,908,051.70	$ 2,326,441.34	1958	59	24	CP
454	400	185	0.5	$ 6,001.01	$ 2,777.05	$ 950.00	$ 175,850.34	$ 34,028.35	$ 304,374.09	$ 304,374.09	$ -	1907	110	42	HWC
463	237	457	1.0	$ 22,085.01	$ 22,085.01	$ 545.00	$ 249,248.44	$ 84,071.35	$ 483,313.70	$ 483,313.70	$ -	1935	82	30	HWC
473	2570	1982	0.8	$ 33,159.01	$ 25,557.90	$ 730.00	$ 1,446,014.73	$ 364,142.32	$ 2,624,727.71	$ 2,624,727.71	$ -	1907	110	36	HWC
476	5100	2790	0.5	$ 36,296.01	$ 19,851.49	$ 390.00	$ 1,088,088.81	$ 512,875.50	$ 2,321,339.39	$ 1,805,509.50	$ 515,839.89	1944	73	24	HWC
482	6130	7675	1.0	$ 57,122.01	$ 57,122.01	$ 545.00	$ 4,182,668.02	$ 1,410,811.49	$ 8,110,545.29	$ 8,110,545.29	$ -	1936	81	30	HWC
521	10086	2979	0.3	$ 246,074.01	$ 72,824.11	$ 390.00	$ 1,161,798.96	$ 547,620.12	$ 2,478,670.71	$ 1,927,854.97	$ 550,815.74	1956	61	24	CP
528	3895	2143	0.6	$ 309,766.02	$ 170,352.25	$ 1,100.00	$ 2,356,764.57	$ 333,065.21	$ 3,868,353.04	$ 2,149,085.03	$ 1,719,268.01	1961	56	48	PCCP
566	8940	8940	1.0	$ 414,644.01	$ 414,626.67	$ 680.00	$ 6,078,945.73	$ 1,297,917.66	$ 10,696,451.92	$ 5,942,473.31	$ 4,753,978.61	1970	47	24	PCCP
609	4694	4738	1.0	$ 451,452.01	$ 451,452.01	$ 680.00	$ 2,221,620.22	$ 670,934.24	$ 5,934,203.96	$ 1,318,711.97	$ 4,615,491.99	1980	37	26	PCCP
634	240	240	1.0	$ 1,894,917.81	$ 1,893,830.16	$ 390.00	$ 93,336.44	$ 44,089.60	$ 199,557.75	$ 44,346.17	$ 155,211.58	1983	34	24	DIP
10322	418	415	1.0	$ 329,048.80	$ 327,008.44	$ 390.00	$ 162,011.02	$ 76,365.97	$ 345,646.64	$ 76,810.36	$ 268,836.28	2015	2	24	DIP
TOTALS		39333		$ 4,020,301.46	$ 3,538,960.42						$ 14,982,953.09				

Size	Linear Feet	Inch-Feet
48	2143	102843
42	185	7774
36	2005	72188
30	8143	244285
24	26901	645629
Total LW Inch-Ft		1072718
Total Inch-Ft		8226023
Percentage Used by LW		13.04%

Notes:

1 Original Cost determined from FY15 Water [illegible]

2 Percent of Linear Feet Used by Lincolnwood multiplied by the total original cost of the asset.

3 Unit Cost determined from Burns and McDonnell Valuation of Water Works Property Phase 1 dated 1/5/2017.

4 RCN determined by multiplying linear feet by the unit cost [illegible]

5 Valve and hydrant [illegible] Burns and McDonnell Valuation of Water Works Property Phase 1 dated 1/6/2017.

6 Excavation, Trench, and Pavement [illegible] Burns and McDonnell Valuation of Water Works Property Phase 1 dated 1/5/2017. [illegible]

7 Total RCN determined as RCN plus valves, hydrants, excavation, trench, and pavement costs. A [illegible] Burns and McDonnell Valuation of Water Works Property Phase 1 dated 1/6/2017

8 Depreciation [illegible] Burns and McDonnell [illegible]

9 Total RCNLD was determined by taking the total RCN and subtracting the depreciation.

Other Transmission Assets	Original Asset Cost	Allocation (%)	Allocated OCN	RCNLD
Leak Detections Equip	$ 58,890	26%	$ 15,312	$ 14,064
#925 Vactor	$ 283,825	26%	$ 72,561	$ 72,561
#920 Vehicle	$ 133,297	26%	$ 34,078	$ 32,691
Scada System	$ 81,151	100%	$ 81,151	$ 72,063
2015 Ford F250 #931	$ 30,540	26%	$ 7,808	$ 7,968
2015 Ford F250 #933	$ 30,540	26%	$ 7,808	$ 7,968
Water Metering 48"	$ 727,813	26%	$ 186,058	$ 189,889
5 MG Standpipe	$ 1,894,917	100%	$ 1,894,917	$ 2,911,837
Subtotal Other Transmission Assets	$ 3,241,973		$ 2,299,701	$ 3,311,043

TOTAL			$ 5,838,662.11	$ 18,293,996.09

Annual Pumpage (MG)

Year	Lake Water Pumpage	Wash Water Recycled	Total Raw Water Pumpage	Finished Water Pumpage	Pumpage To				
					Evanston	Skokie	N.W.C.	MG-N	Lincolnwood
2015	15,911,434	200.285	16,111,719	16,047,139	2,780,010	2,786,896	7,846,900	2,090,587	532,746
2014	13,416,872	239.547	13,656,419	13,427,979	2,719,978	2,786,348	7,941,653		
2013	13,925,102	247.609	14,172,711	13,814,461	2,930,278	2,787,256	8,096,927		
2012	14,617,637	322.302	15,110,465	14,627,115	2,939,417	3,068,004	8,619,694		
2011	13,939,618	212.426	14,152,042	13,941,167	2,991,848	2,866,652	8,082,667		
2010	14,087,849	218.251	14,306,100	14,268,257	2,701,569	3,094,554	8,472,134		
2009	14,363,047	193.841	14,556,888	14,350,335	3,140,898	2,829,824	8,379,613		
2008	14,872,552	134.595	15,007,147	14,693,877	3,142,816	2,961,341	8,589,720		
2007	15,905,381	192.088	16,097,469	15,771,451	3,207,422	3,564,781	8,999,248		
2006	15,332,651	160.528	15,493,179	15,174,631	2,950,699	3,329,305	8,894,627		

Group Exhibit "B"

Example of Rate Calculation for LINCOLNWOOD Water Rate Commission for Service Year 2017 Based on Evanston Audited Information for Fiscal Year 2015 comprised of Pages B-1 through B-21 (Pages B-1 and B-2: Example of Rate Calculation for LINCOLNWOOD Water Supply Prepared on 12/14/2016 by Dave Stoneback, Morton Grove - Niles Water Supply Rate Calculation for Service Year 2017, Based on FY 2015 Actual Information; Pages B-3 to B-12: Evanston Water Utility Component Sheets, Table B-1 dated 6/30/2016 (Reproduction Cost New Less Depreciation As Of December 31, 2015, Pages 1 through 10 of Burns & McDonnell Water Works Properties Valuation); Page B-13: Table B-2 dated 6/30/2016 (Reproduction Cost New Less Depreciation As Of December 31, 2015, Burns & McDonnell Water Works Properties Valuation); B-14: Table B-3 dated 6/30/2016 (Original Cost New Less Depreciation As Of December 31, 2015, Burns & McDonnell Water Works Properties Valuation); Page B-15: Table B-4 dated 6/30/2016 (OCLD and RCNLD At December 31, 2015, Burns & McDonnell Water Works Properties Valuation); Page B-16: IDNR Water Allocations as of November 2011; Page B-17: 2015 Audited Information, City of Evanston, Illinois, Notes to the Financial Statements for the FY ended December 31, 2015 (Page 40); Page B-18: Evanston Audited Information, City of Evanston, Schedule of Fixed Assets and Depreciation, Year ended December 31, 2014; Page B-19: Annual Pumpage, 2015 Monthly Pumpage (MG) and 2015 Average Day Pumpage (MGD)(Water and Sewer 2014 Annual Report)(Page 17); Page B-20: 2015 Audited Information, City of Evanston, Illinois, Water Fund – Schedule of Revenues, Expenditures, and Changes in Net Position – Budget and Actual for the FY ended December 31, 2015 (Page 123); Page B-21: Evanston Distribution System, Calculation of Percent of System Allocated to LINCOLNWOOD, Calculation of Depreciation Charges.

(attached)

Group Exhibit B

Example of Rate Calculation for Lincolnwood Water Rate for Service Year 2017

Based on Evanston Audited Information for Fiscal Year 2015

Pages B-1 through B-21

EXAMPLE OF RATE CALCULATION FOR LINCOLNWOOD WATER SUPPLY

LINCOLNWOOD RATE CALULATION FOR
SERVICE YEAR 2019, with select Transmission
BASED ON FY 2017 PROJECTED YEAR END DATA

		Multiplier	
Return on Rate Base Calculation:			
Water Treatment Plant Assets	As of 12/31/2017		
Original Cost New	$29,261,444	0.5	$14,630,722
Reproduction Cost New Less Depreciation	$86,761,810	0.5	$43,380,905
Total Fair Value Rate Base			$58,011,627
Percent allocable to Lincolnwood based on IDNR allocations			3.47%
Fair Value Rate Base of Plant Assets Allocated to Lincolnwood		*subtotal*	$2,015,425
Water Transmission System Assets - Evanston & Skokie & LW			
Original Cost New	$5,667,729	0.5	$2,833,864
Reproduction Cost New Less Depreciation	$18,498,826	0.5	$9,249,413
Total Fair Value Rate Base			$12,083,277
Percent allocable to Lincolnwood based on IDNR allocations			10.47%
Fair Value Rate Base of Transmission Assets Allocated to Lincolnwood		*subtotal*	$1,264,748
Water Transmission System Assets - Lincolnwood Only			
Original Cost New	$1,775,399	0.5	$887,699
Reproduction Cost New Less Depreciation	$1,810,987	0.5	$905,493
Total Fair Value Rate Base			$1,793,193
Percent allocable to Lincolnwood based on IDNR allocations			100%
Fair Value Rate Base of Transmission Assets Allocated to Lincolnwood		*subtotal*	$1,793,193
Fair Value Rate Base Total All Assets Allocated to Lincolnwood		*TOTAL*	$5,073,366
Fair Value Rate Base Annual Return			10.00%
Total Annual Fair Value Return on Rate Base Charge			**$ 507,337**
Monthly Charge for Fair Value Return on Rate Base			$ 42,278
Cost per 1,000 gallons for Fair Value Return on Rate Base			$0.93
Depreciation Calculation:			
Depreciation Expense Plant			$1,499,468
Lincolnwood percentage IDNR allocations			3.47%
Amount of Annual Depreciation allocated to Lincolnwood		*subtotal*	$52,094
Depreciation Expense Transmission Assets - Evanston & Skokie & LW			$638,664
Percent of Transmission Main to all distribution and transmission mains			13.04%
Depreciation on Transmission Mains only			$83,285
Percent allocable to Lincolnwood based on IDNR allocations			10.47%
Amount of Annual Depreciation allocated to Lincolnwood		*subtotal*	$8,717
Depreciation Expense Transmission Assets - Lincolnwood Only			
Depreciation on Lincolnwood Transmission Main		*subtotal*	$1,806
Total Annual Depreciation Charge		*TOTAL*	**$62,618**
Monthly Charge for Depreciation			$5,218
Cost per 1,000 gallons for Depreciation Charge			$0.11

Quantity Charge Calculation:			1000 Gallons
Water Treatment Plant			
Actual usage in FY 2015 (Jan - Dec 2015)	Northwest Water Commission		7,807,715
	Evanston		2,776,077
	Skokie		2,772,952
	MG-N		2,379,800
	Lincolnwood		546,131
		Total	16,282,675
FY 2015 expenses	Administration		$1,532,861
	Pumping		$2,020,429
	Filtration		$2,322,906
		Total	$5,876,197
Water Treatment Quantity Rate = Total Plant Expenses /Total Pumpage (per 1,000 gal)		*subtotal*	$0.36
Water Transmission System			
Actual pumpage in FY 2015 (1000 gallons)	Evanston		2,776,077
	Skokie		2,772,952
	MG-N		2,379,800
	Lincolnwood		546,131
		Total	8,474,961
FY 2015 expenses	Distribution		$2,492,609
	% allocated to Lincolnwood		13.04%
			$325,049
Water Transmission Quantity Rate = Water Transmission Expenses / Total Pumpage (per 1,000 gal)		*subtotal*	$0.04
		Rate	
Estimated Quantity Charge =	*TOTAL*	$0.3992	$218,037.71
Cost per 1,000 gallons for Fair Value Return on Rate Base			$0.93
Cost per 1,000 gallons for Depreciation Charge			$0.11
Estimated cost per 1,000 gallons for Quantity Charge			$0.40
Total Equivalent Rate per 1,000 gallons (2019)			$1.44

Lincolnwood shall not pay or contribute to any portion of the insurance cost relative to Evanston or the Evanston Water Utility during any Term or Extended Term of this Agreement.

TABLE B-1

REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Dep Date	Old Asset#	Asset #	Description	Asset Cost	RCN Jan. 1, 1990 or year acq [1]	Indices [2]	Index # Jan 1, 1990 or year acq after	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec. 31, 2015	Iowa Survivor Curve [4]	Depreciation [5]	RCNLD
						($)	($)					($)	(%)	($)	($)
PUMPING	3/1/1975		17	47	'15LOW LIFT PUMP ROOM W/B	26,477	336,960	8	264	616	2.333	786,240	0.59	321,048	465,192
PUMPING	1/1/1951	12/30/2013	18	49	HOT WATER CIRC PUMP	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951	12/30/2013	22	54	BOOSTER PMP-HYDRO-PNEUMAT	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951	12/30/2013	24	55	VACUUM PRIMING SYS-ENGINE	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951	2/27/2007	25	57	VACUUM PRIMING SYS-ENGINE	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951		28	58	VACUM PRIMING SYS ELEC DR	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	1/1/1951		30	64	15 MGD HGH LFT SERV PMP 5	4,647	15,255	9	349	931	2.668	40,721	0.74	40,721	0
PUMPING	1/1/1951		31	66	10 MGD HGH LFT SERV PMP 2	27,884	208,776	9	349	931	2.668	551,600	0.74	421,812	129,788
PUMPING	1/1/1951		33	70	DISCHARGE HEADER	40,704	264,090	9	349	931	2.668	704,492	0.74	654,171	50,321
PUMPING	7/1/1957		36	79	VACUM PRIMING SYS ELEC DR	77,312	471,976	9	349	931	2.668	1,259,053	0.74	992,806	266,248
PUMPING	7/1/1957		37	82	VACUM PRIMING SYS ELEC DR	2,299	23,731	9	349	931	2.668	63,305	0.77	48,944	14,362
PUMPING	7/1/1957		38	85	NORSHORE HEADR PMP DISCHG	2,828	21,094	9	349	931	2.668	56,271	0.77	43,505	12,766
PUMPING	7/1/1958	12/30/2013	40	87	SMP PMP HGH LFT PMPING ST	5,204	23,869	8	264	616	2.333	55,694	0.74	38,331	17,364
PUMPING	7/1/1961		42	91	DISCHARGE HEADER	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	7/1/1962		43	93	25 MGD HGH LFT SERV PMP 9	42,082	169,861	9	349	931	2.668	453,125	0.71	290,533	162,592
PUMPING	7/1/1962		44	96	25 MGD HGH LFT SERV PMP 8	59,674	351,516	9	349	931	2.668	937,717	0.70	656,183	281,534
PUMPING	3/1/1964	12/30/2013	49	109	HOT WATER TANK & PIPING	59,874	351,518	8	264	616	2.333	820,209	0.70	573,954	246,254
PUMPING	7/1/1965		52	115	E-W HEADER PMP DISCHARGE	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	7/1/1968	2/27/2006	54	118	25 MGD LOW LFT SERV PMP 7	34,152	169,308	9	349	931	2.668	451,644	0.68	268,330	183,314
PUMPING	3/1/1972	2/27/2006	58	126	20 MGD H LIFT SERVR PMP 7	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1975	2/27/2006	59	129	BATTERY CHARGER	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	7/1/1975	2/27/2006	60	133	BATTRY CHARGR POWR TMG LT	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1976		61	136	15 MGD LOW LFT SERV PMP 4	21,234	214,547	9	349	931	2.668	572,330	0.58	329,974	242,356
PUMPING	3/1/1976		62	139	15 MGD LOW LFT SERV PMP 5	29,685	207,906	9	349	931	2.668	553,620	0.58	319,302	234,318
PUMPING	3/1/1976		63	142	15 MGD LOW LFT SERV PMP 6	30,178	210,384	8	264	616	2.333	490,896	0.58	283,023	207,873
PUMPING	7/1/1976		65	146	LOW LFT PMPG STAT W/CR&HT	227,121	1,190,359	8	264	616	2.333	2,777,504	0.58	1,097,114	1,680,390
PUMPING	1/1/1980	12/31/2015	66	149	SUMP PUMP	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1981	2/27/2005	67	151	H L STA CALCIUM BATTERY	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	3/1/1981		68	153	LOW LFT HGH VOLT MOTR STR	15,000	29,815	8	264	616	2.333	48,671	0.74	36,067	12,603
PUMPING	1/1/1982		69	156	CLEANOMATIC PARTS CLNR P	808	1,018	8	264	616	2.333	2,371	0.79	1,883	488
PUMPING	12/31/1982		71	160	UPGRADE ELEC SYS LOW LIFT	80,743	106,820	9	349	931	2.668	284,955	0.67	189,855	95,100
PUMPING	12/31/1982		72	162	UPGRAD ELEC SYS HIGH LIFT	80,743	106,820	9	349	931	2.668	284,955	0.67	189,855	95,100
PUMPING	12/31/1983		73	165	2 30 MGD LL PUMP	572,613	718,407	9	349	931	2.668	1,918,438	0.65	1,247,417	669,021
PUMPING	12/31/1984		74	167	PUMP 7 LOW LFT VIB ISOL	2,502	3,062	9	349	931	2.668	8,222	0.54	4,475	3,747
PUMPING	3/1/1985		76	170	EAST OVRHD DR PMPING	6,493	7,376	9	349	931	2.668	19,676	0.76	14,919	4,757
PUMPING	3/1/1985		77	173	36IN BUTTERFLY AWAY VALVE	10,500	12,660	9	349	931	2.668	33,772	0.64	21,625	12,148
PUMPING	2/28/1986		78	175	PLANT AUTO. CSTS CONT B82	299,764	332,445	15	299	700	2.341	778,299	0.62	485,552	292,748
PUMPING	12/31/1986		80	179	PT AUTO. CSTS CONT B-82	45,372	50,318	15	299	700	2.341	117,801	0.61	72,155	45,646
PUMPING	3/1/1987		82	182	18IN BALL VALV HGH LIFT 7	9,781	11,467	9	349	931	2.668	30,590	0.61	18,737	11,853
PUMPING	3/1/1987		83	185	REFURB PMPG STATION CRANE	16,036	17,234	8	264	616	2.333	40,213	0.73	29,367	10,845
PUMPING	3/1/1954		84	188	1894 LL SUCTION WELLS	23,518	520 603	6	264	616	2.333	1,214,740	0.74	689,096	525,645

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CITY OF EVANSTON

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						($)	($)					($)	(%)	($)	($)
PUMPING	7/1/1988		766	1039	REPLAC SEALS LL PUMP #6	9,056	10,152	9	349	931	2.668	27,108	0 79	21,344	5,764
PUMPING	2/28/1989		777	1055	H L LOOP BALL VALVE 36IN	31,243	31,615	9	349	931	2.668	84,337	0 58	49,147	35,190
PUMPING	12/31/1989	12/30/2013	782	1081	HIGH LIFT PMP STA ROOF	0	0	0	0	0	0.000	0	0.00	0	0
PUMPING	12/31/1989	12/30/2013	786	1089	SEWAGE EJECTOR	0	0	0	0	0	0 000	0	0 00	0	0
PUMPING	12/31/1989		804	1101	SUCTION WELL COMB STARTRS	1,101	1,084	8	264	616	2.333	2,529	0.76	1,918	612
PUMPING	8/31/1989		805	1103	FLAMMABL LIQ STOR CABINET	579	586	ENRCCI	4680	10037	2.145	1,257	0 76	953	304
PUMPING	12/31/1982		808	1108	HPS LITES GAR 3/HELIPORT	2,625	3,300	8	264	616	2.333	7 700	0 78	6,009	1,691
PUMPING	12/31/1984		810	1110	WEST LOW LIFT ALUM DOORS	3,135	3,658	8	264	616	2.333	8 535	0 78	6,472	2,064
PUMPING	12/31/1986	2/27/2006	811	1112	N.7 LL SUCTION PIPING MOD	0	0	0	0	0	0 000	0	0 00	0	0
PUMPING	12/31/1984	12/30/2013	812	1114	COND RECEIVER LEVEL CONTR	0	0	0	0	0	0 000	0	0 00	0	0
PUMPING	12/31/1987	2/27/2007	813	1116	BOILER COND LEVEL CONTROL	0	0	0	0	0	0.000	0	0 00	0	0
PUMPING	2/28/1990		823	1126	WINDOW FRAME REPLACEMENT	7,850	7,850	8	264	616	2.333	18,317	0 78	13,668	4,428
PUMPING	12/31/1991		872	1211	A91 ELECT SUBSTATN/SWGR	692,235	692,235	9	368	931	2.530	1,751,261	0.53	929,430	821,851
PUMPING	6/25/1991		873	1213	250 KW GENERATOR HOOK-UP	8,045	8,045	9	368	931	2.530	20,353	0 74	15,114	5,239
PUMPING	12/31/1991		874	1215	5KV CABLE REPLACEMENT	9,458	9,458	9	368	931	2.530	23,926	0 73	17,374	6,554
PUMPING	12/31/1991		875	1217	6IN PLANT SERV RPZ	5,748	5,748	9	368	931	2.530	14,541	0 81	11,835	2,706
PUMPING	1/1/1992		887	1239	HL 5KV MTR STR CNTR	125,287	163,837	9	349	931	2.668	437,055	0 68	295,519	141,536
PUMPING	6/3/1992		894	1253	MECHANICAL SEALS-PMP#9LL	9,158	9,158	8	281	616	2.192	20,071	0 81	16,336	3,735
PUMPING	12/31/1992		895	1255	A90 HL PUMP 3	269,648	269,648	9	386	931	2.412	650,369	0.52	336,125	314,244
PUMPING	12/31/1992		896	1257	A90 2 HL SV F-32,F-33	130,550	130,550	9	386	931	2.412	314,676	0.52	162,735	152,141
PUMPING	6/5/1992		913	1291	7 MOTOR PROTECT IQ1000	17,646	17,646	8	281	616	2.192	38,684	0 80	30,854	7,830
PUMPING	1/1/1951		924	1310	HL PMP STA W/CRANE & HOIST	654,726	4,710,404	8	264	616	2.333	10,990,943	0.74	7,144,113	3,846,830
PUMPING	7/21/1993		932	1328	IQ1000 MOTOR PROTECT	6,200	6,200	8	295	616	2.088	12,948	0 78	10,103	2,844
PUMPING	12/31/1993		933	1328	HEAT EXCH 6 HL AFT COOLER	12,831	12,831	9	428	931	2.175	27,910	0 78	21,779	6,131
PUMPING	12/12/1995		987	1424	LL HOIST MODIF	9,471	9,471	8	312	616	1.974	18,699	0 38	7,021	11,678
PUMPING	12/15/1995		988	1426	20 KVA X-FORMER LL BASE	1 780	1 780	9	450	931	2.069	3,683	0 39	1,383	2,300
PUMPING	9/25/1995		989	1428	YEOMAN SUMP PUMP HL BSMT	2,288	2,288	8	312	616	1.974	4,517	0 74	3,354	1,163
PUMPING	12/31/1995		991	1432	LL8 NAT GAS ENGINE	66,243	66,243	9	450	931	2.069	137,049	0 58	79,015	58,034
PUMPING	12/31/1995		992	1434	HI-PRESS GAS PIPING	6,939	6,939	8	312	616	1.974	13,700	0 65	8,917	4,783
PUMPING	2/27/1997		1032	1505	#7 H.L. ENGINE REBUILD	49,779	49,779	9	489	931	1 904	94,774	0 72	68,413	26,360
PUMPING	3/31/1998	12/31/2015	1033	1506	H L WINDOWS	0	0	8	0	0	0 000	0	0 00	0	0
PUMPING	10/1/1995		1034	1507	H L #3 VOLT. CTLR	23,970	23,970	9	473	931	1.968	47,160	0.72	34,057	13,123
PUMPING	6/10/1997		1046	1519	DEHUMIDIFIER - LL & HL BASE	96,188	96,188	9	489	931	1.904	183,131	0 64	152,979	30,152
PUMPING	2/28/1998		1051	1524	#2 H L ENGINE INSTALL	147,540	147,540	9	505	931	1.844	272,000	0 61	165,029	106,971
PUMPING	11/24/1998	12/30/2013	1068	1539	PMP SHOP WINDOW MODIF	0	0	8	0	0	0 000	0	0 00	0	0
PUMPING	2/28/1999		1067	1540	#5 L.L. ENGINE INSTALL	77,069	77,069	9	530	931	1 757	135,379	0 58	78,892	56,487
PUMPING	2/28/1999		1068	1541	#7 L.L. ENGINE INSTALL	157,172	157,172	9	530	931	1 757	276,089	0 58	160,890	115,199
PUMPING	7/26/1999		1079	1552	PERIMETER FENCE S.E. SECTION	3,287	3,287	8	351	616	1.755	5,769	0 77	4,439	1,330
PUMPING	2/29/2000	12/30/2013	1080	1553	CONTROL RM HEAT/AC	0	0	0	0	0	0 000	0	0 00	0	0
PUMPING	12/31/1986		1085	1557	REMAINING ASSET #81 PMPING (HL	932,810	1,060,493	9	349	931	2.668	2,626,994	0 61	1,732,801	1,096,193
PUMPING	2/15/2000		1086	1558	NEW ENGINE HL#6 (ASSET#81)	241,903	241,903	9	531	931	1.753	424,128	0.77	326,357	97,771

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						($)	($)					($)	(%)	($)	($)
PUMPING	7/10/2001		1110	1582	HL#9	7,530	7,530	B	516	931	1 804	13,587	0 87	11,840	1,747
PUMPING	12/18/2001		1111	1583	HL#3 CONV TO DUAL DR	321,081	321,081	B	516	931	1 804	579,315	0 50	291,144	288,171
PUMPING	11/12/2002		1125	9520	HL#4 PUMP & ENGINE REPLACEMENT	653,293	673,293	B	534	931	1 743	1,173,649	0 25	290,400	883,450
PUMPING	12/14/2004			36396	STATION BATTERIES	24,015	24,015	B	604	931	1 541	37,016	0 27	9 863	27,153
PUMPING	9/13/2005			38367	LOW LIFT # 4 ENGINE REPL	128,589	128,589	B	620	931	1 502	193,091	0 38	72,501	120,589
PUMPING	1/31/2006			38375	HI LIFT # 7 PUMP REPL	104,507	104,507	B	639	931	1 457	152,263	0 16	24,300	127,962
PUMPING	11/28/2006			39239	LOW LIFT PUMP # 7	557,929	557,929	B	639	931	1.457	812,882	0.15	121,683	691,199
PUMPING	3/1/2007			39642	LOW LIFT VACUUM PRIMING SYSTEM	36,175	36,175	B	646	931	1 455	52,624	0.29	15,013	37,611
PUMPING	10/26/2008			40221	#4 HL REPLACEMENT MOTOR GE	36,765	36,765	B	679	931	1.371	50,410	0.27	13.431	36,978
PUMPING	12/21/2010			41030	SOLAR PILOT PANELS	144,772	144,772	B	544	816	1,132	163,933	0.24	38,981	124,952
PUMPING	3/1/2010			41048	MASONRY PUMPING STATION	95,296	95,296	B	544	816	1 132	107,911	0.38	40,518	67,393
PUMPING	12/11/2012			42024	HL PUMP STA WINDOW REPLACEMT	52,000	52,000	B	573	816	1.075	55,902	0 15	8,368	47,534
PUMPING	5/14/2013			42526	SWITCHGEAR	628,402	628,402	B	644	931	1 103	693,178	0.15	103,764	589,414
PUMPING	9/30/2013			42518	SECURITY DOOR REPLACEMENT	24,840	24,840	B	581	816	1.060	26,336	0 10	2,632	23,704
PUMPING	12/31/2013			42500	ARC FLASH & ELECTRICAL STUDY	54,915	54,915	B	644	931	1 103	60,576	0.19	11,458	49,117
PUMPING	3/31/2014			10098	INSRR LUBE STATION	22,455	22,455	B	900	931	1.034	23,228	0.13	3,016	20,212
PUMPING	3/31/2014			10100	SECURITY IMPROVEMENTS BZPP	84,108	84,108	B	900	931	1.034	87,006	0.19	16,458	70,548
PUMPING	5/28/2014			10104	SCADA SYSTEM	304,318	304,318	B	980	931	1.034	314,800	0.13	40,872	273 927
PUMPING	8/17/2004			36425	480 VOLT SWITCHGEAR REPLACEMENT	74,102	74,102	B	604	931	1.541	114,221	0.50	56,574	57,647
PUMPING	7/25/2011			41460	1997 ROOF SWITCHGEAR REPLACEMENT	83,500	83,500	B	557	816	1 106	92,345	0.19	17,468	74,877
PUMPING	11/9/2010			41005	WATER TREATMENT FACILITY ROOF	109,845	109,845	B	544	816	1 132	124,384	0.24	29,577	94,807
PUMPING	7/28/2015			10317	ROOF 1 and 31	148,373	148,373	B	816	816	1.000	148,373	0 00	0	148,373
						9,365,400	17,892,873					30,330,285		23,485,209	18,845,076

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						($)	($)					($)	(%)	($)	($)
SOURCE	3/1/1969		1	9	1909 36IN CI PIPE INTAKE	44,888	1,001,886	ENRCCI	4680	10037	2.145	2,148,703	0 65	923,219	1,225,483
SOURCE	3/1/1969		2	13	1909 42IN CI PIPE INTAKE	56,452	1,291,123	ENRCCI	4680	10037	2.145	2,769,017	0 65	1,189,746	1,579,271
SOURCE	7/1/1957		3	14	48IN INTAKE BRANCH CONN.	15,754	63,320	ENRCCI	4680	10037	2.145	135,800	0.74	72,683	62,918
SOURCE	7/1/1957		5	18	36IN INTAKE BRANCH	68,821	94,782	ENRCCI	4680	10037	2.145	203,275	0.74	109,097	94,178
SOURCE	7/1/1957		6	20	SOUTH SHORE SCREEN WELL	153,713	799,696	ENRCCI	4680	10037	2.145	1,715,503	0.74	1,180,670	534,833
SOURCE	7/1/1957		7	23	NORTH SHORE SCREEN WELL	153,713	799,696	ENRCCI	4680	10037	2.145	1,715,503	0.74	1,180,670	534,833
SOURCE	7/1/1957		8	25	INTAKE TUNNEL	171,942	948,233	ENRCCI	4680	10037	2.145	2,029,346	0.74	1,396,666	632,679
SOURCE	7/1/1957		9	28	48IN CI PIPE SOURCE INTAK	397,092	830,432	ENRCCI	4680	10037	2.145	1,780,993	0.74	955,854	825,139
SOURCE	7/1/1969		10	30	TRAVELING WATER SCREENS	38,855	93,196	ENRCCI	4680	10037	2.145	199,874	0.72	143,420	56,453
SOURCE	7/1/1969		11	32	TRAVELING WATER SCREENS	38,855	93,196	ENRCCI	4680	10037	2.145	199,874	0.72	143,420	56,453
SOURCE	12/3/1976		12	34	54IN CONCRETE PIPE INTAKE	32,040	77,465	ENRCCI	4680	10037	2.145	166,136	0 56	59,562	106,574
SOURCE	12/3/1976		13	37	48IN CONCRETE INTAKE	664,850	1,675,274	ENRCCI	4680	10037	2.145	3,592,890	0 56	1,288,093	2,304,797
SOURCE	12/3/1976		14	39	54IN CONCRETE PIPE INTAKE	740,385	1,177,305	ENRCCI	4680	10037	2.145	2,524,917	0 56	1,160,802	1,364,115
SOURCE	12/3/1976		15	42	54IN CONCRETE INTAKE PIPE	1,034,251	2,536,507	ENRCCI	4680	10037	2.145	5,439,940	0 56	1,950,282	3,489,658
SOURCE	3/1/1954		16	44	1894 6FT RAW WATER TUNNEL	3,644	158,631	ENRCCI	4680	10037	2.145	340,209	0.74	192,993	147,216
SOURCE	12/31/1990		827	1136	48IN RAW WATER INTAKE/EXT	77,149	77,149	ENRCCI	4777	10037	2.101	162,099	0 46	74,178	87,922
SOURCE	10/1/1991		878	1219	COMB STARTERS A1 & A2 VLV	3,115	3,115	ENRCCI	4888	10037	2.053	6,398	0 81	5,208	1,190
SOURCE	12/31/1993	12/31/2015	934	1330	ZEBRA MUSSEL CONTROL A#2	0	0	ENRCCI	0	0	8 000	0	0 00	0	0
SOURCE	7/7/1993		935	1332	A3/A7 ELEC STARTER	3,585	3,585	ENRCCI	5336	10037	1.881	6,744	0.78	5,262	1,481
SOURCE	1/12/2010			40686	REHAB 1894 WELL	702,139	702,139	ENRCCI	6938	10037	1.123	788,473	0.29	224,936	563,537
SOURCE	2/9/2010			40707	54" INTAKE ANCHOR ICE CONTROL	584,537	584,537	ENRCCI	6938	10037	1.123	656,411	0.38	246,468	409,943
SOURCE	12/31/1993	2/27/2010	934	133001	HDPE PIPE REPLACED		0	0	0	0	0.000	0	0.00	0	0
						5,004,781	13,009,868					26,542,163		13,933,431	14,078,573

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						($)	($)					($)	(%)	($)	($)
TREATMENT	3/1/1975		85	190	'15 FILTER BUILDING #1	28,512	309,759	15	264	616	2.333	722,771	0.75	545,249	177,522
TREATMENT	3/1/1975		86	193	'15RAPD SND FLTRS 12MGD S	57,357	391,404	16	299	700	2.341	916,330	0.75	691,267	225,063
TREATMENT	3/1/1983		87	196	'23 FILTER BUILDING #2	20,983	124,684	15	264	616	2.333	290,929	0.78	227,021	63,908
TREATMENT	7/1/1983		88	198	'23 CLEAR WELLS #3 & #4	78,848	536,505	16	299	700	2.341	1,256,032	0.67	836,847	419,185
TREATMENT	7/1/1983		89	200	RAPD SND FILTERS '23 ADD	140,073	391,404	16	299	700	2.341	916,330	0.67	610,517	305,814
TREATMENT	7/1/1994		90	203	'34 CLEAR WATER RESRV 5MG	119,508	3,339,993	16	337	700	2.077	6,937,671	0.69	4,790,547	2,147,123
TREATMENT	3/1/1947		91	204	YD PIPNG CLEARWELL PUMPS	877	55,895	16	299	700	2.341	130,858	0.74	82,637	48,221
TREATMENT	1/1/1951		95	208	WASH WATER PUMP #3 10MGD	10,168	108,543	16	299	700	2.341	254,114	0.74	235,963	18,151
TREATMENT	1/1/1951		96	209	WASH WATER PUMP #4 10MGD	10,168	108,543	16	299	700	2.341	254,114	0.74	254,114	0
TREATMENT	1/1/1951		97	212	SLOW MIXING EQUIP 2 UNITS	37,018	262,297	16	299	700	2.341	660,898	0.74	660,898	0
TREATMENT	1/1/1951		98	214	RAPD SND FILTERS '48 ADD	87,841	971,947	16	299	700	2.341	2,275,461	0.74	1,740,059	535,403
TREATMENT	1/1/1951		99	217	FILTER BUILDING #3	110,895	648,459	15	264	616	2.333	1,508,404	0.74	980,463	527,942
TREATMENT	1/1/1951		100	220	FILTERED WATER PIPELINES	115,819	691,927	16	299	700	2.341	1,619,194	0.74	965,574	653,619
TREATMENT	1/1/1951		101	223	CLEAR WELLS #5 &#6	143,426	888,529	16	299	700	2.341	2,080,158	0.74	1,240,457	839,701
TREATMENT	1/1/1951		102	226	RAPD SND FILTERS 24 MGD 6	194,384	759,860	16	299	700	2.341	1,778,468	0.74	1,060,554	717,914
TREATMENT	1/1/1951		103	229	CHEMICAL BUILDING STRUCT	278,597	1,608,793	15	264	616	2.333	3,753,850	0.74	2,870,591	883,259
TREATMENT	1/1/1951		104	232	SETTLING BASIN DRAINS	364,467	1,148,160	16	299	700	2.341	2,687,860	0.74	1,602,852	1,085,008
TREATMENT	1/1/1951		105	235	MIXING AND SETTLING BASINS	436,673	2,751,404	16	299	700	2.341	6,441,414	0.74	3,841,210	2,600,204
TREATMENT	7/1/1965		109	245	ELECT TRAV HOIST MONORAIL	3,253	13,536	15	264	616	2.333	31,584	0.75	23,704	7,880
TREATMENT	7/1/1965		113	252	ELEVATOR REMODLED 1963	8,813	67,678	15	264	616	2.333	157,915	0.75	118,515	39,400
TREATMENT	7/1/1965		114	256	WASH WEAR DRAIN PT PIPING	10,137	68,359	16	299	700	2.341	206,861	0.68	95,839	111,021
TREATMENT	7/1/1965		116	259	WASH WATER PMP DISC HEADE	26,173	118,565	16	299	700	2.341	277,577	0.68	164,913	112,664
TREATMENT	7/1/1965		117	262	WASH WATER PUMP #1 20 MGD	33,697	216,522	16	299	700	2.341	506,908	0.68	342,750	164,157
TREATMENT	7/1/1965		120	270	CARBON SLURRY SYSTEM	53,820	223,579	16	299	700	2.341	523,429	0.75	392,832	130,597
TREATMENT	7/1/1965		121	273	ALUM SULPH SYS LIQ AL SYS	58,032	254,349	16	299	700	2.341	595,466	0.75	446,895	148,570
TREATMENT	7/1/1965		122	276	LOW LIFT DISCH PIPE LINES	66,895	361,763	16	299	700	2.341	846,937	0.68	503,180	343,757
TREATMENT	7/1/1965		124	282	SURFACE WASH PUMP	80,654	345,813	16	299	700	2.341	809,596	0.68	480,995	328,601
TREATMENT	7/1/1965		125	285	FILTER BUILDING #4	97,481	427,077	15	264	616	2.333	996,513	0.68	503,239	493,274
TREATMENT	7/1/1965		126	288	CLEAR WELLS #1 AND #2	110,804	1,620,947	16	299	700	2.341	3,794,659	0.69	1,758,169	2,036,690
TREATMENT	7/1/1965		127	291	CHEMICAL BUILDING ADDITIO	112,052	481,558	15	264	616	2.333	1,123,635	0.68	567,436	556,199
TREATMENT	7/1/1965		130	300	CLEAR WELLS #7 AND #8	210,116	987,854	16	299	700	2.341	2,285,879	0.68	1,049,788	1,216,091
TREATMENT	7/1/1965		131	301	RAPD SND FILTERS '83 ADD	207,390	663,694	16	299	700	2.341	1,600,621	0.68	741,572	859,049
TREATMENT	7/1/1966		132	304	MIXING & SETTLING BASINS	926,229	4,304,600	16	299	700	2.341	10,077,659	0.68	5,987,315	4,090,344
TREATMENT	10/15/1973		133	307	FILTER WASH WAST &SET BAS	608,272	1,395,675	16	299	700	2.341	3,267,467	0.59	1,622,628	1,644,838
TREATMENT	7/1/1977	12/31/2015	135	311	BUTTERFLY VLVE 30IN PNEU	0	0	16	0	0	0.000	0	0.00	0	0
TREATMENT	12/31/1977		136	314	FIBERGLASS PHOSPHAT TK PM	7,757	12,703	16	299	700	2.341	29,739	0.72	21,468	8,272
TREATMENT	3/1/1979		137	317	2 CENTRIFUGAL PUMPS	2,385	3,952	16	299	700	2.341	9,252	0.77	7,085	2,167
TREATMENT	3/1/1981		138	319	8IN FORCE MAIN	3,498	8,508	15	264	616	2.333	15,185	0.74	11,276	3,909
TREATMENT	3/1/1982		141	328	ADJUSTMENTS 1982	55,067	69,235	15	264	616	2.333	161,548	0.51	60,730	100,818
TREATMENT	3/1/1982		142	329	IMPRV MXG BASINS #1 & #2	218,223	278,753	16	299	700	2.341	652,589	0.51	245,329	407,270
TREATMENT	7/1/1982		143	332	20" BUTTERFLY VALVES '68 ADD	9,009	11,455	16	299	700	2.341	26,816	0.51	9,982	16,836
TREATMENT	12/31/1983		144	336	UPGRADE 12-2MGD FILT WBF	898,653	1,077,653	16	299	700	2.341	2,522,933	0.49	740,678	1,782,256

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						($)	($)					($)	(%)	($)	($)
TREATMENT	2/28/1985		147	345	6 FILT INFLU BUTTR VALVES	48,893	55,475	16	299	700	2.341	129,875	0 64	83,160	46,715
TREATMENT	3/1/1985	2/27/2011	149	350	DEHUM CARGO CR WEST FLTR	0	0	0	0	0	0.000	0	0 00	0	0
TREATMENT	3/1/1985	12/31/2014	150	352	FILT CONTR UPGRD WEST PLT	0	0	0	0	0	0.000	0	0 00	0	0
TREATMENT	2/28/1986		151	358	SYSTM AUTOMAT CHEM BLDG	575,801	638,578	16	299	700	2.341	1,494,994	0 62	932,671	562,323
TREATMENT	2/28/1986		152	357	SYSTM AUTOM TREAT PLANT	299,784	332,445	16	299	700	2.341	778,298	0 62	485,551	292,747
TREATMENT	12/31/1986		156	363	LOW LFT SUPP TO FLASH MIX	7,766	8,559	15	284	616	2.333	19,971	0 61	12,233	7,738
TREATMENT	12/31/1986		157	365	ENG COSTS SYSTEM AUTOMATI	87,684	97,243	16	299	700	2.341	227,659	0 61	139,445	88,215
TREATMENT	3/1/1987		160	373	22 FLUOR FIXTURES -W PLT	1,023	1,099	15	284	616	2.333	2,564	0 80	2,054	510
TREATMENT	3/1/1987		161	378	TWO FLUORIDE FEED PUMPS	2,218	2,388	16	299	700	2.341	5,591	0 80	4,478	1,113
TREATMENT	3/1/1987		164	382	TWO POLYMER FEED PUMPS	6,995	9,684	16	299	700	2.341	22,672	0 80	18,158	4,513
TREATMENT	3/1/1987	12/31/2014	165	384	FILTR CONTR UPGRD EAST PL	0	0	0	0	0	0.000	0	0.00	0	0
TREATMENT	1/1/1982		244	626	2 30X16 SPOOL PIECES	464	590	16	299	700	2.341	1,381	0 51	522	859
TREATMENT	1/1/1982	12/31/2015	245	629	BRASS NOZZLES SURFACE WASH	0	0	16	0	0	0.000	0	0 00	0	0
TREATMENT	1/1/1982		246	632	4 30IN UNI-FLANG FIL14&16	2,084	2,650	16	299	700	2.341	6,204	0 51	2,344	3,860
TREATMENT	1/1/1982		248	641	FILTER 14 & 16 30IN BFV	12,833	16,318	16	299	700	2.341	38,203	0 51	14,432	23,771
TREATMENT	2/1/1988	2/27/2009	755	1019	2 CHLORINE CYLINDER SCALE	0	0	0	0	0	0.000	0	0 00	0	0
TREATMENT	5/1/1988	2/27/2005	758	1025	ROOF SERVICE BUILDING		0	0	0	0	0.000	0	0 00	0	0
TREATMENT	5/1/1988		759	1027	MATERIAL FOR INST. FIL	1,350	1,399	15	284	616	2.333	3,264	0.79	2,570	694
TREATMENT	11/1/1988		769	1044	CARBON DUST COLLECTOR	8,140	8,378	16	299	700	2.341	14,932	0 77	11,544	3,387
TREATMENT	12/31/1989	12/30/2013	800	1094	HEAD HOUSE ROOF	0	0	0	0	0	0.000	0	0 00	0	0
TREATMENT	12/31/1989		801	1095	SLUDGE LINE EXTENSION	381,450	355,953	15	284	616	2.333	830,557	0 41	198,115	632,442
TREATMENT	12/31/1989		803	1099	SLUDGE LINE APPURTENANCES	220,715	217,358	15	284	616	2.333	507,189	0 76	384,550	122,619
TREATMENT	7/31/1989		806	1105	FLAMMABL LIQ STOR CABINET	443	447	ENRCR	4580	10037	2.145	959	0.76	727	232
TREATMENT	12/31/1985		818	1121	CONTROL ROOM HVAC	4,530	5,146	15	284	616	2.333	12,007	0.74	8,916	3,091
TREATMENT	12/31/1986	12/31/2014	820	1124	ADDL FILTER CONTR EAST PL	0	0	0	0	0	0.000	0	0.00	0	0
TREATMENT	2/28/1990		825	1132	RECT DRAIN VLVS6 EFF VLV4	43,920	43,920	16	303	700	2.310	101,465	0 47	47,989	53,476
TREATMENT	12/31/1990		837	1155	FLASH MIX EQUIP	47,475	47,475	16	303	700	2.310	109,678	0 74	81,444	28,234
TREATMENT	10/23/1990		838	1157	2 METERING PUMPS/ALUM	7,851	7,851	16	303	700	2.310	18,137	0.74	13,468	4,669
TREATMENT	9/7/1990		840	1160	SECURITY EQUIPMENT	1,675	1,675	16	303	700	2.310	3,869	0.74	2,873	996
TREATMENT	5/22/1990		841	1162	BLUE PRINT CABINET F	945	945	ENRCCI	4777	10037	2.101	1,986	0.76	1,506	480
TREATMENT	11/20/1990		842	1164	SUMP PUMP/3 LEVEL	1,363	1,363	16	303	700	2.310	3,149	0.74	2,338	811
TREATMENT	12/31/1990		843	1165	FIRE SAFETY CABINET LAB	373	373	ENRCCI	4777	10037	2.101	783	0.74	582	202
TREATMENT	12/31/1990		844	1167	CHEM FEEDER DRIVE MOTOR	502	502	16	303	700	2.310	1,159	0.74	861	298
TREATMENT	12/31/1991		884	1233	UPGRADE L304 & T304	9,956	9,956	15	289	616	2.290	22,799	0.81	18,556	4,242
TREATMENT	6/25/1991	2/27/2007	885	1235	CHLORINATORS V100-3	0	0	0	0	0	0.000	0	0.00	0	0
TREATMENT	3/1/1982	12/31/2015	890	1245	W PLT GUNITE WORK TREAT	0	0	16	0	0	0.000	0	0.00	0	0
TREATMENT	2/28/1992		892	1249	FILTER SWITCHGEAR	72,924	72,924	16	321	700	2.181	159,024	0.53	84,397	74,628
TREATMENT	12/31/1992		901	1267	A90 IMPR MXG BASINS 3&4	761,760	761,760	16	321	700	2.181	1,661,203	0 63	1,054,701	606,501
TREATMENT	12/31/1992		902	1269	A90 W 36IN CLEARWELL PIPI	151,711	151,711	16	321	700	2.181	330,834	0.37	89,520	241,314
TREATMENT	12/31/1992		903	1271	A90 W FILTER INF PIPING	273,993	273,993	16	321	700	2.181	597,493	0.37	161,674	435,818
TREATMENT	12/31/1992		904	1273	B91 FLUORIDE FEED SYSTEM	134,917	134,917	16	321	700	2.181	294,212	0.43	125,279	168,934
TREATMENT	12/31/1992		905	1275	B91 W PLANT GRAT & HANDRL	8,198	8,198	16	321	700	2.181	17,878	0.43	7,613	10,265

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						($)	($)					($)	(%)	($)	($)
TREATMENT	12/31/1992		906	1277	B91 LL PIPING	397,404	397,404	16	321	700	2.181	866,613	0 43	369,013	497,600
TREATMENT	8/4/1992		907	1278	ADD'N #603 SLUDGE LINE	4,988	4,988	16	321	700	2.181	10,877	0 60	6,676	2,202
TREATMENT	12/31/1992		908	1281	CLEAR WELL VLV F3, F4	25,969	25,969	16	321	700	2.181	56,631	0 43	24,114	32,517
TREATMENT	6/17/1992		909	1283	SUMP PUMP W-3 SUB	4,128	4,128	16	321	700	2.181	9,001	0 81	7,326	1,675
TREATMENT	7/9/1992		910	1285	PRAT LIN ACT FIL 15&16 -2	3,813	3,813	16	321	700	2.181	8,315	0 80	6,632	1,683
TREATMENT	11/18/1992		911	1287	PHOSPHATE FEED SYSTEM	5,339	5,339	16	321	700	2.181	11,642	0 80	9,286	2,356
TREATMENT	12/31/1992		912	1289	DEHUM CARGO CR EAST FLTR	51,978	51,978	16	321	700	2.181	113,348	0 52	58,580	54,767
TREATMENT	12/14/1993		944	1348	PRAT DUR ACT -12 '93 ADDN	30,068	30,068	16	328	700	2.134	64,159	0 78	50,073	14,086
TREATMENT	12/31/1993		945	1350	PHOS FEED SYSTEM	2,300	2,300	16	326	700	2.134	4,909	0 78	3,830	1,078
TREATMENT	5/19/1993		946	1352	PRAT LIN ACT FIL 13&14	3,814	3,814	16	326	700	2.134	8,140	0 80	6,493	1,648
TREATMENT	9/27/1994		969	1387	SUBMERS SLUDGE PUMP	20,463	20,463	16	337	700	2.077	42,504	0 76	32,389	10,115
TREATMENT	9/13/1994		970	1391	PHOS FEED SYSTEM ADDN	14,785	14,785	16	337	700	2.077	30,711	0 76	23,402	7,308
TREATMENT	11/6/1994		971	1393	PRAT DUR ACT -15 93 ADDN	57,988	57,988	16	337	700	2.077	120,450	0 76	91,796	28,654
TREATMENT	9/13/1994	12/31/2014	974	1398	UPGRADE PH I INSTR/SOFTWR	0	0	0	0	0	0 000	0	0 00	0	0
TREATMENT	5/24/1994		978	1408	FLUORIDE X-FER PUMP	2,499	2,499	16	337	700	2.077	5,191	0 78	4,051	1,140
TREATMENT	2/28/1995		982	1414	ALUM STOR TANKS (3) EPOXY	57,428	57,428	16	446	700	1.570	90,133	0 76	68,693	21,449
TREATMENT	7/11/1995		984	1418	SLOW MIX VFD F	2,263	2,263	16	446	700	1.570	3,584	0 74	2,661	923
TREATMENT	12/31/1995		985	1420	2 PERISTALIC CARB PUMPS F	600	600	16	446	700	1.570	942	0 74	699	242
TREATMENT	2/28/1996		986	1422	CL2 BUILDING	1,001,189	1,001,189	15	319	618	1.931	1,933,331	0 38	725,924	1,207,406
TREATMENT	12/31/1995	12/31/2014	1010	1465	UPGRADE PH II INSTR/SOFTW	0	0	0	0	0	0 000	0	0 00	0	0
TREATMENT	8/13/1996		1027	1499	FLOURIDE X-FER PUMP	1,956	1,956	16	361	700	1.939	3,797	0 74	2,819	977
TREATMENT	10/17/1996	12/31/2015	1028	1501	CL2 MASS FLOWMETER	0	0	16	0	0	0 000	0	0 00	0	0
TREATMENT	2/13/1997		1029	1502	UNITORQ VALVE ACT - 12	22,492	22,492	16	372	700	1.882	42,324	0 72	30,552	11,772
TREATMENT	2/25/1997		1030	1503	(2) W PLT SUMP PUMPS	599	599	16	372	700	1.882	1,127	0 84	941	186
TREATMENT	2/28/1997		1031	1504	1949 FILTER ROOF REPL	682,232	682,232	15	325	618	1.895	1,255,184	0 56	699,874	555,310
TREATMENT	5/20/1997		1047	1520	OH DOOR W PLT DOCK	3,647	3,647	15	325	618	1.895	6,913	0 72	4,991	1,923
TREATMENT	11/20/1997		1048	1521	FILT 19-24 VALVE SEATS 42IN	14,247	14,247	16	372	700	1.882	26,809	0 61	16,266	10,543
TREATMENT	2/28/1998		1049	1522	NO. INFLUENT STOP GATE	9,500	9,500	16	384	700	1.823	17,318	0 81	14,095	3,222
TREATMENT	2/28/1998		1050	1523	W FLTR PLT DOCK	52,412	52,412	15	334	618	1.844	96,664	0 61	58,648	38,016
TREATMENT	8/18/1998	12/31/2015	1064	1537	(3) CL2 MASS FLOWMETERS	0	0	16	0	0	0 000	0	0 00	0	0
TREATMENT	2/28/1999	12/31/2014	1065	1538	UPGRADE PH IV INSTR/SOFTW	0	0	0	0	0	0 000	0	0 00	0	0
TREATMENT	10/25/1999	12/31/2015	1076	1549	CC 4" TURBINE METER	0	0	16	0	0	0 000	0	0 00	0	0
TREATMENT	11/9/1999		1077	1550	WEST FILTER BLDG TUCKPOINTING	182,623	182,623	15	351	618	1.755	285,401	0 77	219,609	65,791
TREATMENT	1/11/2000		1078	1551	WEST SHOP DOORS	7,099	7,099	15	357	618	1.725	12,250	0 58	6,828	5,421
TREATMENT	2/13/2001	12/31/2014	1090	1562	TURBIDITY MONITOR SYSTEM F	0	0	0	0	0	0 000	0	0 00	0	0
TREATMENT	9/26/2000		1091	1563	HYDRAULIC BOOSTER PUMP F	3,268	3,268	16	399	700	1.754	5,734	0 62	3,577	2,157
TREATMENT	7/25/2000	12/31/2014	1092	1564	UTICOR INTERFACE F	0	0	0	0	0	0.000	0	0 00	0	0
TREATMENT	6/13/2000		1102	1574	WINDOW REPLACEMENT	101,710	101,710	15	357	618	1.725	175,500	0 65	114,233	61,266
TREATMENT	2/12/2002		1106	1578	FILTDOORS(2)LR+WEST ENT	6,900	6,900	15	390	618	1 579	10,898	0 50	5,477	5,421
TREATMENT	12/18/2001		1107	1579	REHAB OF 1948 FILTERS	1,278,522	1,278,522	16	414	700	1.691	2,161,753	0 27	575,965	1,585,788
TREATMENT	8/14/2001		1108	1580	LAB HVAC	88,434	88,434	15	372	618	1.658	146,438	0 50	73,595	72,843
TREATMENT	8/14/2001		1109	1581	CHAIN DECK DEHUMIDIFIER	60,571	60,571	16	414	700	1.691	102,414	0 33	33,928	68,486

[1] From Valuation of Evanston Water Works 12/31/1989 Provided by Alvord, Burdick & Howson
[2] Indices:
HWI = Handy-Whitman Index, Cost Trends of Water Utility Construction, North Central Region
Line 8 = Pumping Plant - Structures & Improvements
Line 9 = Pumping Plant - Electric Pumping Equipment
Line 15 = Water Treatment Plant - Structures & Improvements
Line 16 = Water Treatment Plant - Large Treatment Plant Equipment
ENRCCI = Engineering News Record Construction Cost Index - 20 City
[3] Trend factor calculated using indices at respective years
[4] Iowa Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used
[5] Depreciation calculated using Iowa Type Survivor Curve. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

TABLE B-1

REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Disp Date	Old Asset#	Asset #	Description	Asset Cost	RCN Jan. 1, 1990 or year acq [1]	Indices [2]	Index # Jan. 1, 1990 or year acq after	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec. 31, 2015	Iowa Survivor Curve [4]	Depreciation [5]	RCNLD
						($)	($)					($)	(%)	($)	($)
TREATMENT	7/1/1965		128	9511	RAPD SND FILTERS '63 ADD	115,373	540,239	16	299	700	2.341	1,264,773	0 60	751,424	513,349
TREATMENT	7/1/1965		118	9512	WASH WATER PUMP #2 20 MGD	33,697	157,788	16	299	700	2.341	369,402	0 68	249,775	119,628
TREATMENT	2/28/2000		1123	9522	FIL. FLUME & WASH RATE	20,811	20,811	16	443	700	1.580	32,568	0 56	18,364	14,203
TREATMENT	11/12/2002		1124	9524	SETTLING BASIN EFFLUENT	139,679	139,679	15	390	616	1.579	220,621	0 21	34,095	186,526
TREATMENT	2/1/1968		756	34729	4 20IN BUTTR VALV EAST PL	7,109	7,598	16	299	700	2.341	17,789	0 72	12,765	5,024
TREATMENT	5/31/2003			35131	LAB CABINETS	70,655	70,655	ENRCCI	6825	10037	1 471	104,201	0 56	58,757	45,443
TREATMENT	6/30/2004			36433	COMPRESSOR SYSTEM	65,313	65,313	16	462	700	1.515	98,959	0 53	52,519	46,440
TREATMENT	8/16/2005			38412	SCRUBBER	1,024,792	1,024,792	16	482	700	1.452	1,486,287	0 38	556,819	929,468
TREATMENT	2/28/2006			39689	VACUUM ALUM TANK SYSTEM	84,783	84,783	16	580	700	1.207	78,187	0 55	50,892	27,295
TREATMENT	1/12/2010			40723	FILTER SHOP EXPANSION	791,433	791,433	15	544	616	1 132	896,161	0.10	53,497	842,664
TREATMENT	2/28/2011			41021	MUNTERS DEHUMIDIFIER	47,850	47,850	16	622	700	1.125	53,850	0 32	17,351	36,499
TREATMENT	12/31/2012			42002	TURBIDI METERS	102,753	102,753	16	652	700	1 074	110,318	0.29	31,472	78,848
TREATMENT	12/31/2012			42041	FILTER REHAB ROOF STRUCTURE285	980,962	980,962	16	652	700	1.074	1,053,180	0.15	157,654	895,525
TREATMENT	12/31/2012			42059	FILTER REHAB STEEL STRUCTUR285	742,279	742,279	15	573	616	1.075	797,982	0 07	55,851	742,132
TREATMENT	12/31/2012			42067	FILTER REHAB FILTERS 301	2,156,738	2,156,738	15	573	616	1.075	2,318,587	0 07	162,277	2,156,310
TREATMENT	9/30/2013			42542	SECURITY DOOR REPLACEMENT	49,680	49,680	15	581	616	1.060	52,672	0.10	5,266	47,406
TREATMENT	12/31/2013			42534	ARC FLASH & ELECTRICAL STUDY	18,305	18,305	16	671	700	1.043	19,096	0.19	3,612	15,484
TREATMENT	3/31/2014			10095	WASH WATER PUMPS	40,773	40,773	16	697	700	1.004	40,948	0 04	1,638	39,311
TREATMENT	3/31/2014			10099	SECURITY IMPROVEMENTS BZPP	84,108	84,108	16	697	700	1.004	84,470	0.19	15,978	68,492
TREATMENT	3/31/2014			10101	RATE OF FLOW LOSS OF HD TRSMTR	65,630	65,630	16	697	700	1.004	65,912	0.10	6,588	59,325
TREATMENT	5/28/2014			10103	SCADA SYSTEM	1,643,315	1,643,315	16	697	700	1.004	1,650,388	0 13	214,279	1,436,109
TREATMENT	12/15/2015			10311	CLEARWELL 1&2 IMPROVEMENTS	319,784	319,784	15	616	616	1.000	319,784	0 00	0	319,784
TREATMENT	7/28/2015			10318	ROOF 15, 17, 27 IMPROVEMENTS	560,936	560,936	15	616	616	1.000	560,936	0 00	0	560,936
TREATMENT	4/4/2015			10319	CHLORINATION EQUIPMENT	404,779	404,779	16	700	700	1.000	404,779	0 04	16,191	388,588
TREATMENT	2/28/2006			38383	ROOF REPL FILTER PUMP HOUSE	68,675	68,675	15	474	616	1.300	89,249	0 46	40,841	48,408
TREATMENT	8/17/2004			42551	480 VOLT SWITCH GEAR REPLACEMENT	148,204	148,204	16	462	700	1.515	224,552	0.50	111,221	113,331
TREATMENT	8/16/2005			38404	EAST END STAIR TOWER	378,341	378,341	15	450	616	1.369	517,908	0.19	97,967	419,939
						23,596,715	46,276,118					63,072,407		49,261,347	43,811,060

[1] From Valuation of Evanston Water Works 12/31/1969 Provided by Alvord, Burdick & Howson
[2] Indices:
HWI = Handy-Whitman Index, Cost Trends of Water Utility Construction, North Central Region
Line 8 = Pumping Plant - Structures & Improvements
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[4] Iowa Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used
[5] Depreciation calculated using Iowa Type Survivor Curve. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

TABLE B-1

REPRODUCTION COST NEW LESS DEPRECIATION AS OF DECEMBER 31, 2015
CITY OF EVANSTON

Location	Date Acquired	Life in Months	Asset #	Description	Asset Cost [1]	Indices [2]	Index # Date Acquired	Index # Dec 31, 2015	Trend Factor [3]	RCN Dec. 31, 2015	Iowa Survivor Curve [4]	Depreciation [5]	RCNLD
					($)					($)	(%)	($)	($)
WATER PLANT	1/12/2010	1080	40678	ADMIN OFFICE EXPANSION	1,564,192	ENRCCI	8938	10037	1 123	1,756,522	0.10	104,855	1,651,667
WATER PLANT	8/16/2005	600	38391	GARAGE # 7	377,729	ENRCCI	7880	10037	1 310	494,944	0.19	93,623	401,320
WATER PLANT	1/1/1951	1080	709	SERVICE BUILDING	422,159	ENRCCI	569	10037	17.640	7,446,766	0 74	4,640,398	2,806,368
WATER PLANT	12/30/2013	240	42471	2012 ROOF REPLACEMENT	135,480	ENRCCI	9552	10037	1.051	142,359	0 10	14,229	128,131
WATER PLANT	1/1/1903	960	734	SHORE PROTECTION SKWATER	194,514	ENRCCI	936	10037	10.723	2,085,830	0.70	1,228,322	857,508
WATER PLANT	10/29/2013	168	42497	#919 VEHICLE	124,177	ENRCCI	9562	10037	1.051	130,482	0.19	24,682	105,800
WATER PLANT	12/11/2012	240	42008	HVAC	105,736	ENRCCI	9324	10037	1.078	113,821	0.15	17,038	96,783
WATER PLANT	12/11/2012	240	42009	HVAC	99,576	ENRCCI	9324	10037	1.078	107,191	0 15	16,046	91,145
WATER PLANT	7/1/1957	1080	721	SERVICE BLDG SHOP ADDITIO	129,408	ENRCCI	759	10037	13 224	1,711,289	0 74	1,001,104	710,185
WATER PLANT	1/1/1982	480	1237	EMERGNCY GENERATR 600KW T	302,105	ENRCCI	4068	10037	2.469	745,752	0 68	504,247	241 505
WATER PLANT	7/1/1985	180	34702	SERVICE BLDG ADDITION	105,374	ENRCCI	1019	10037	9 850	1,037,918	0.75	778,955	258,964
WATER PLANT	7/9/2002	240	9518	2002 ROOF PROJECT	181,690	ENRCCI	6581	10037	1 525	276,189	0.56	155,739	120,450
WATER PLANT	11/9/2010	300	40993	SECURITY FENCE	72,000	ENRCCI	8938	10037	1,123	80,853	0 19	15,294	65,559
WATER PLANT	6/26/2012	144	42016	BACKHOE # 955	76,957	ENRCCI	9224	10037	1 076	82,842	0.38	31,105	51,737
WATER PLANT	7/29/2014	180	10096	# 915 VEHICLE	34,511	ENRCCI	9835	10037	1 021	35,220	0 00	0	35,220
WATER PLANT	7/1/1985	1080	759	GARAGE ADDITION #5 & #6	36,527	ENRCCI	1019	10037	9.850	359,786	0 68	181,692	178,094
WATER PLANT	11/29/2006	600	39247	GARAGE 5 & 6 & RETAINING WALL	27,041	ENRCCI	7880	10037	1.274	34,442	0.17	5,837	28,605
WATER PLANT	9/30/2013	240	42489	SECURITY DOOR REPLACEMENT	24,840	ENRCCI	9552	10037	1 051	26,101	0.10	2,609	23,492
WATER PLANT	3/31/2014	120	10097	FIRE PROTECTION SYSTEM	28,288	ENRCCI	9835	10037	1.021	28,828	0 19	5,075	21,753
WATER PLANT	12/18/2001	600	1585	GAR#4FLOOR	22,845	ENRCCI	6462	10037	1 553	35,483	0.27	9,454	26,029
WATER PLANT	8/17/2004	240	36425	VOLT SWITCH GEAR REPLACEMT	24,701	ENRCCI	7297	10037	1.375	33,976	0.50	16,828	17,148
WATER PLANT	7/1/1966	1080	757	SHOP ADDITION F	14,832	ENRCCI	1019	10037	9 850	146,093	0 68	73,777	72,316
WATER PLANT	12/31/1992	360	1295	891 GARAGE #8 FLOOR	23,054	ENRCCI	5071	10037	1.979	45,631	0 63	28,971	16,660
WATER PLANT	9/30/1997	240	1517	1997 ROOF REPLACEMENT	82,073	ENRCCI	5852	10037	1.715	140,787	0 70	98,504	42,283
WATER PLANT	6/13/2000	240	1568	GARAGE #4 OH DOOR N	18,847	ENRCCI	6281	10037	1.598	30,117	0.65	19,604	10,514
WATER PLANT	7/1/1995	720	756	LANDSCAPING	9,216	ENRCCI	1019	10037	9 850	90,778	0 68	61,379	29,397
WATER PLANT	1/1/1982	480	1241	HTG SYM BOILR SELF CONST	6,783	ENRCCI	4068	10037	2 469	16,749	0 68	11,325	5,424
WATER PLANT	3/1/1971	720	783	BRICKUP 30 WINDOWS F	2,695	ENRCCI	1753	10037	5.726	15,431	0 62	9,627	5,804
WATER PLANT	6/11/1992	300	1297	PWR CABLE-XFORMER RM TO PS	10,367	ENRCCI	5071	10037	1 979	20,519	0.73	14,899	5,620
WATER PLANT	3/1/2008	96	40230	I P PHONE SYSTEM	31,324	ENRCCI	8549	10037	1 174	36,776	0 65	23,938	12,838
WATER PLANT	12/31/1995	300	1444	GAR #5 DOCK LEVELER	2,194	ENRCCI	5523	10037	1.817	3,987	0 65	2,595	1,392
WATER PLANT	3/13/2001	180	1570	EAST PARKING LOT IMPROVEMENT	65,783	ENRCCI	6462	10037	1 553	102,146	0.74	75,851	26,295
WATER PLANT	10/3/1996	240	1493	GAR #5 OH DOOR	7,989	ENRCCI	5765	10037	1 741	13,909	0.72	10,041	3,869
WATER PLANT	10/3/1996	240	1495	GAR #6 OH DOOR	7,989	ENRCCI	5765	10037	1 741	13,909	0.72	10,041	3,869
WATER PLANT	6/17/1992	300	1293	DRINKING FOUNTAIN-OUTSIDE	1,155	ENRCCI	5071	10037	1.979	2,286	0.73	1,660	626
WATER PLANT	3/1/1981	480	772	3PH AITKEN HEATER F	389	ENRCCI	4295	10037	2.337	909	0 69	628	281
					4,371,921					17,444,599		9,489,970	7,954,630

[1] Values based on City fixed asset records as of December 31, 2015.
[2] Indices:
HWI = Handy-Whitman Index, Cost Trends of Water Utility Construction, North Central Region
Line 8 = Pumping Plant - Structures & Improvements
Line 9 = Pumping Plant - Electric Pumping Equipment
Line 15 = Water Treatment Plant - Structures & Improvements
Line 18 = Water Treatment Plant - Large Treatment Plant Equipment
ENRCCI = Engineering News Record Construction Cost Index - 20 City
[3] Trend factor calculated using indices at respective years
[4] Iowa Type Survivor Curve estimates useful life based on condition percent factors for industrial property- shown here as % of life used
[5] Depreciation calculated using Iowa Type Survivor Curve. Depreciation for assets with an estimated life over 60 years were calculated using a straight line approach

SUMMARY OF LINCOLNWOOD TRANSMISSION ASSETS

Asset Number	Total Asset Linear Feet	Linear Feet Used by LW	Percentage of Linear Feet Used by LW	Original Cost[1]	Scaled Original Cost[2]	Unit Cost[3]	RCN[4]	Valves, Hydrants, Excavation, Trench, Pavement[5,6]	Total RCN[7]	Depreciation[8]	Total RCNLD[9]	Year of Installation	Age of Pipe	Size	Material
401	NA	Valve	NA	$ 7,531.01	$ 7,531.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	42	Valve
402	NA	Valve	NA	$ 9,398.01	$ 9,398.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	30	Valve
411	NA	Valve	NA	$ 11,729.01	$ 11,729.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	34	Valve
426	NA	Valve	NA	$ 15,718.01	$ 15,718.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	36	Valve
432	NA	Valve	NA	$ 16,447.01	$ 16,447.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	30	Valve
526	NA	Valve	NA	$ 13,800.01	$ 13,800.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1961	56	48	Valve
448	500	21	0.04	$ 3,558.01	$ 151.83	$ 390.00	$ 8,326.87	$ 3,974.90	$ 17,783.07	$ 17,783.07	$ -	1925	92	24	HWC
450	6745	6745	1.0	$ 4,300.01	$ 4,300.01	$ 390.00	$ 2,630,665.69	$ 979,329.51	$ 5,234,493.04	$ 2,908,051.70	$ 2,326,441.34	1958	59	24	CIP
454	400	185	0.5	$ 6,001.01	$ 2,777.05	$ 950.00	$ 175,850.34	$ 34,078.35	$ 304,324.09	$ 304,324.09	$ -	1907	110	42	HWC
483	237	457	1.8	$ 22,085.01	$ 22,085.01	$ 545.00	$ 249,248.44	$ 84,071.35	$ 483,313.70	$ 483,313.70	$ -	1935	82	30	HWC
475	2570	1982	0.8	$ 33,153.01	$ 25,557.50	$ 730.00	$ 1,446,014.79	$ 364,142.32	$ 2,624,727.71	$ 2,624,727.71	$ -	1907	110	36	HWC
476	5100	2790	0.5	$ 36,296.01	$ 19,855.49	$ 390.00	$ 1,088,068.91	$ 512,875.50	$ 2,321,169.39	$ 1,805,309.50	$ 515,859.89	1944	73	24	HWC
482	6130	7675	1.0	$ 57,122.01	$ 57,122.01	$ 545.00	$ 4,182,668.02	$ 1,410,811.49	$ 8,110,545.29	$ 8,110,545.29	$ -	1936	81	30	HWC
521	18066	2979	0.3	$ 746,874.01	$ 72,824.11	$ 390.00	$ 1,161,798.96	$ 547,620.12	$ 2,478,670.71	$ 1,927,854.97	$ 550,815.74	1956	61	24	CIP
528	3895	2143	0.6	$ 109,766.02	$ 170,392.25	$ 1,100.00	$ 2,356,764.57	$ 311,065.11	$ 3,868,351.04	$ 2,149,085.03	$ 1,719,268.01	1961	56	48	PCCP
568	8940	8940	1.0	$ 414,644.01	$ 414,626.67	$ 680.00	$ 6,078,945.73	$ 1,297,917.66	$ 10,696,451.92	$ 5,942,473.31	$ 4,753,978.61	1970	47	24	PCCP
603	4694	4738	1.0	$ 452,451.01	$ 451,453.01	$ 680.00	$ 3,221,620.22	$ 870,934.24	$ 5,934,205.96	$ 1,318,711.97	$ 4,615,493.99	1980	37	24	PCCP
654	240	240	1.0	$ 1,394,917.01	$ 1,393,630.16	$ 390.00	$ 93,526.44	$ 44,089.60	$ 199,557.79	$ 44,346.17	$ 155,211.58	1983	34	24	DIP
10322	418	415	1.0	$ 329,048.00	$ 327,009.44	$ 390.00	$ 162,011.02	$ 76,363.97	$ 345,646.64	$ 76,810.36	$ 268,836.28	2015	2	24	DIP
TOTALS		39323		$ 6,820,301.46	$ 2,536,960.42						$ 14,982,953.09				

Size	Linear Feet	Inch-Feet
48	2143	102841
42	185	7774
36	2005	72188
30	8143	244285
24	26901	645629
Total LW Inch-Ft		1072716
Total Inch-Ft		8226022
Percentage Used by LW		13.04%

Notes:

1 Original Costs [illegible]

2 Percent of Linear Feet Used by [illegible] multiplied by the [illegible] original cost of the asset.

3 Unit Cost determined from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017

4 RCN determined by multiplying linear feet by the unit cost excluding valves which are each one unit.

5 Valve and hydrant unit costs and assumptions per linear feet taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017

6 Excavation, Trench, and Pavement unit costs taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017. [illegible]

7 Total RCN determined as RCN plus valves, hydrants, excavation, trench, and pavement costs. A 20% contingency and 15% Engineering and Administration [illegible] per Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017

8 Depreciation [illegible]

9 Total RCNLD was determined by taking the total RCN and subtracting the depreciation.

Other Transmission Assets	Original Asset Cost	Allocation (%)	Allocated OCN	RCNLD
Leak Detections Loma	$ 59,890	26%	$ 15,311	$ 14,064
#925 Vactor	$ 283,825	26%	$ 72,581	$ 72,561
#920 Vehicle	$ 133,297	26%	$ 34,078	$ 32,691
Scada System	$ 81,151	100%	$ 81,151	$ 72,065
2015 Ford F250 #931	$ 30,540	26%	$ 7,808	$ 7,968
2015 Ford F250 #933	$ 30,540	26%	$ 7,808	$ 7,968
Water Metering 48"	$ 727,813	26%	$ 186,068	$ 189,889
5 MG Standpipe	$ 1,894,917	100%	$ 1,894,917	$ 2,913,837
Subtotal Other Transmission Assets	$ 3,241,973		$ 2,299,702	$ 3,311,043

TOTAL			$ 5,836,662.21	$ 18,293,996.09

Evanston Water Utility Component Sheets

TABLE B-2

REPRODUCTION COST NEW LESS DEPRECIATION DECEMBER 31, 2015
CITY OF EVANSTON

		RCN Balance at 12/31/2015	Additions at cost 12/31/2014 to12/31/2015	Retirements at RCN 12/31/2014 to 12/31/2015	RCN Balance at 12/31/2015 Adjusted for Additions & Retirements	Depreciation at 12/31/2015	RCNLD at 12/31/2015
		($)	($)	($)	($)	($)	($)
RCNLD at 12/31/2015 with additions and retirements	Source of Supply	27,367,429	0	785,326	26,582,103	12,503,431	14,078,673
	Pumping Plant	39,293,559	148,373	111,646	39,330,285	22,485,209	16,845,076
	Treatment Plant	92,558,317	1,285,499	771,409	93,072,407	49,261,347	43,811,060
	Water Plant	17,413,276	31,324	0	17,444,599	9,489,970	7,954,630
	Transmission	7,010,818	0	0	7,010,818	3,680,217	3,330,600
	TOTAL	183,643,399	1,465,196	1,668,381	183,440,213	97,420,174	86,020,039

		RCN Balance at 12/31/2016	Additions at cost 12/31/2015 to12/31/2016	Retirements at RCN 12/31/2015 to 12/31/2016	RCN Balance at 12/31/2016 Adjusted for Additions & Retirements	Depreciation at 12/31/2016	RCNLD at 12/31/2016
		($)	($)	($)	($)	($)	($)
RCNLD at 12/31/2016 with additions and retirements	Source of Supply	27,257,448	1,677,900	0	28,935,348	13,155,589	15,779,759
	Pumping Plant	40,875,695	0	0	40,875,695	23,931,632	16,944,063
	Treatment Plant	95,784,139	636,064	168,800	96,251,404	52,052,500	44,198,904
	Water Plant	17,887,797	0	0	17,887,797	9,967,487	7,920,310
	Transmission	7,188,934	0	0	7,188,934	3,839,986	3,348,949
	TOTAL	188,994,013	2,313,964	168,800	191,139,178	102,947,194	88,191,984

		RCN Balance at 12/31/2017	Additions at cost 12/31/2016 to12/31/2017	Retirements at RCN 12/31/2016 to 12/31/2017	RCN Balance at 12/31/2017 Adjusted for Additions & Retirements	Depreciation at 12/31/2017	RCNLD at 12/31/2017
		($)	($)	($)	($)	($)	($)
RCNLD at 12/31/2017 with additions and retirements	Source of Supply	29,669,134	200,000	0	29,869,134	13,931,324	15,937,810
	Pumping Plant	42,487,911	525,000	0	43,012,911	25,516,703	17,496,208
	Treatment Plant	99,079,806	1,335,000	0	100,414,806	54,972,941	45,441,866
	Water Plant	18,341,422	0	0	18,341,422	10,455,496	7,885,926
	Transmission	7,371,242	0	0	7,371,242	4,005,316	3,365,927
	TOTAL	196,949,516	2,060,000	0	199,009,516	108,881,780	90,127,736

		RCN Balance at 12/31/2018	Additions at cost 12/31/2017 to12/31/2018	Retirements at RCN 12/31/2017 to 12/31/2018	RCN Balance at 12/31/2018 Adjusted for Additions & Retirements	Depreciation at 12/31/2018	RCNLD at 12/31/2018
		($)	($)	($)	($)	($)	($)
RCNLD at 12/31/2018 with additions and retirements	Source of Supply	30,627,679	0	0	30,627,679	14,755,573	15,872,107
	Pumping Plant	44,747,558	0	0	44,747,558	27,183,273	17,564,286
	Treatment Plant	103,315,263	20,000,000	7,581,883	115,733,380	52,455,234	63,278,146
	Water Plant	18,807,214	0	0	18,807,214	10,961,959	7,845,255
	Transmission	7,558,440	0	0	7,558,440	4,176,708	3,381,731
	TOTAL	205,056,155	20,000,000	7,581,883	217,474,272	109,532,747	107,941,524

TABLE B-3

ORIGINAL COST LESS DEPRECIATION DECEMBER 31, 2015
CITY OF EVANSTON

		(A) Original Cost Balance at 2/28/2005 [1]	(B) Additions Original Cost 2/28/2005 to 12/31/2014	(C) Retirements Original Cost 2/28/2005 to 12/31/2014	(D) Original Cost Balance at 12/31/2014	(E) Adjusted Depreciation on OC Balance 2/28/2005 [2]	(F) Depreciation on (A) 2/28/2005 to 12/31/2014	(G) Depreciation on (B) 2/28/2005 to 12/31/2014	(H) Depreciation on (C) 2/28/2005 to 12/31/2014	(I) Depreciation Balance at 12/31/2014	(J)	(K) OCLD at 12/31/2014
		($)	($)	($)	($)	($)	($)	($)	($)	($)		($)
OCLD at 12/31/2014	Source of Supply	4,212,409	1,286,677	75,799	5,423,286	1,523,757	457,933	70,400	44,600	2,008,579		3,412,705
	Pumping Plant	7,543,974	2,542,520	814,306	9,272,188	3,008,792	1,367,834	202,438	390,585	4,188,470		5,083,718
	Treatment Plant	18,107,834	5,408,620	1,037,089	22,479,365	5,003,638	2,677,846	490,225	411,142	7,768,567		14,712,819
	TOTAL	29,864,217	12,237,815	1,927,174	37,174,860	9,536,187	4,503,613	760,148	846,327	13,964,614		23,210,245

		Original Cost Balance at 12/31/2014	Additions 1/1/2015 to 12/31/2015	Retirements 1/1/2015 to 12/31/2015	Original Cost Balance at 12/31/2015	Depreciation Balance at 12/31/2014	Depreciation on OC 1/1/2015 to 12/31/2015	Minus Depreciation on Retirements 1/1/2015	Minus 1/2 yr Depreciation on Additions	Plus 1/2 yr Depreciation on Retirements	Total Depreciation at 12/31/2015	OCLD at 12/31/2015
		($)	($)	($)	($)	($)	($)	($)	($)	($)	($)	($)
OCLD at 12/31/2015	Source of Supply	5,423,286	0	417,505	5,005,781	2,008,579	55,584	58,377	0	2,317	2,008,083	2,997,700
	Pumping Plant	9,272,188	148,373	85,161	9,335,400	4,188,470	169,514	10,827	1,343	499	4,346,313	5,019,087
	Treatment Plant	22,479,385	1,285,480	258,170	23,506,715	7,768,567	401,985	47,872	10,881	2,257	8,111,875	15,394,840
	Water Plant Transmission	4,340,597	31,324	0	4,371,921	1,157,337	117,143	0	1,858	0	1,272,523	3,099,398
	Asset # 496	248,521	0	0	248,521	74,541	2,510	0	0	0	77,051	171,470
	Asset # 524	13,800	0	0	13,800	5,751	173	0	0	0	5,923	7,877
	Asset # 526	295,968	0	0	295,968	81,030	2,990	0	0	0	84,019	211,947
	TOTAL	42,073,744	1,465,196	730,838	42,808,104	15,283,273	749,899	116,076	14,292	5,073	15,905,785	26,902,320

		Original Cost Balance at 12/31/2015	Additions 1/1/2016 to 12/31/2016	Retirements 1/1/2016 to 12/31/2016	Original Cost Balance at 12/31/2016	Depreciation Balance at 12/31/2015	Depreciation on OC 1/1/2016 to 12/31/2016	Minus Depreciation on Retirements 1/1/2016	Minus 1/2 yr Depreciation on Additions	Plus 1/2 yr Depreciation on Retirements	Total Depreciation at 12/31/2016	OCLD at 12/31/2016
		($)	($)	($)	($)	($)	($)	($)	($)	($)	($)	($)
OCLD at 12/31/2016	Source of Supply	5,005,781	1,877,900	0	6,883,681	2,008,082	74,188	0	9,312	0	2,072,959	4,810,723
	Pumping Plant	9,335,400	0	0	9,335,400	4,346,313	169,514	0	0	0	4,515,827	4,849,573
	Treatment Plant	23,506,715	636,064	95,000	24,047,779	8,111,875	411,217	18,920	5,436	812	8,499,547	15,548,232
	Water Plant Transmission	4,371,921	0	0	4,371,921	1,272,523	117,143	0	0	0	1,389,666	2,982,255
	Asset # 496	248,521	0	0	248,521	77,051	2,510	0	0	0	79,562	168,959
	Asset # 524	13,800	0	0	13,800	5,923	173	0	0	0	6,096	7,704
	Asset # 526	295,968	0	0	295,968	84,019	2,990	0	0	0	87,009	208,957
	TOTAL	42,808,104	2,313,964	95,000	45,027,068	15,905,786	777,735	18,920	14,750	812	16,650,665	28,376,403

		Original Cost Balance at 12/31/2016	Additions 1/1/2017 to 12/31/2017	Retirements 1/1/2017 to 12/31/2017	Original Cost Balance at 12/31/2017	Depreciation Balance at 12/31/2016	Depreciation on OC 1/1/2017 to 12/31/2017	Minus Depreciation on Retirements 1/1/2017	Minus 1/2 yr Depreciation on Additions	Plus 1/2 yr Depreciation on Retirements	Total Depreciation at 12/31/2017	OCLD at 12/31/2017
		($)	($)	($)	($)	($)	($)	($)	($)	($)	($)	($)
OCLD at 12/31/2017	Source of Supply	6,883,681	200,000	0	6,883,681	2,072,959	76,408	0	1,110	0	2,148,258	4,735,424
	Pumping Plant	9,335,400	525,000	0	9,860,400	4,515,827	179,016	0	4,731	0	4,690,082	5,200,308
	Treatment Plant	24,047,779	1,335,000	0	25,382,779	8,499,547	434,046	0	11,414	0	8,922,179	16,460,600
	Water Plant Transmission	4,371,921	0	0	4,371,921	1,389,666	117,143	0	0	0	1,506,809	2,865,112
	Asset # 496	248,521	0	0	248,521	79,562	2,510	0	0	0	82,072	166,449
	Asset # 524	13,800	0	0	13,800	6,096	173	0	0	0	6,269	7,532
	Asset # 526	295,968	0	0	295,968	87,009	2,990	0	0	0	89,998	205,968
	TOTAL	45,027,068	2,060,000	0	47,087,068	16,650,665	812,287	0	17,275	0	17,445,676	29,641,393

		Original Cost Balance at 12/31/2017	Additions 1/1/2018 to 12/31/2018	Retirements 1/1/2018 to 12/31/2018	Original Cost Balance at 12/31/2018	Depreciation Balance at 12/31/2017	Depreciation on OC 1/1/2018 to 12/31/2018	Minus Depreciation on Retirements 1/1/2018	Minus 1/2 yr Depreciation on Additions	Plus 1/2 yr Depreciation on Retirements	Total Depreciation at 12/31/2018	OCLD at 12/31/2018
		($)	($)	($)	($)	($)	($)	($)	($)	($)	($)	($)
OCLD at 12/31/2018	Source of Supply	6,883,681	0	0	6,883,681	2,148,258	76,409	0	0	0	2,224,667	4,659,015
	Pumping Plant	9,860,400	0	0	9,860,400	4,690,082	179,016	0	0	0	4,869,108	5,021,292
	Treatment Plant	25,382,779	20,000,000	119,506	45,263,273	8,922,179	774,002	119,506	171,000	1,022	9,406,697	35,856,576
	Water Plant Transmission	4,371,921	0	0	4,371,921	1,506,809	117,143	0	0	0	1,623,953	2,747,969
	Asset # 496	248,521	0	0	248,521	82,072	2,510	0	0	0	84,582	163,939
	Asset # 524	13,800	0	0	13,800	6,269	173	0	0	0	6,441	7,359
	Asset # 526	295,968	0	0	295,968	89,999	2,990	0	0	0	92,988	202,979
	TOTAL	47,087,068	20,000,000	119,506	66,967,562	17,445,676	1,152,243	119,506	171,000	1,022	18,306,435	48,658,127

[1] Original Cost from prior Table 3 at 12/31/2005 before adjustments
[2] From Evanston Table 4: Depreciation on OC Balance 2/28/2005

TABLE B-4

OCLD AND RCNLD AT DECEMBER 31, 2015
CITY OF EVANSTON

ORIGINAL COST LESS DEPRECIATION AT DECEMBER 31, 2015

	OC	Acc. Depr.	OCLD
	($)	($)	($)
Source of Supply	5,005,781	2,008,082	2,997,700
Pumping Plant	9,365,400	4,346,313	5,019,087
Treatment Plant	23,506,715	8,111,875	15,394,840
Water Plant	4,371,921	1,272,523	3,099,399
Transmission	558,287	166,994	391,293
Total	42,808,104	15,905,786	26,902,319

REPRODUCTION COST NEW LESS DEPRECIATION AT DECEMBER 31, 2015

	RCN	Acc. Depr.	RCNLD
	($)	($)	($)
Source of Supply	26,582,103	12,503,431	14,078,673
Pumping Plant	39,330,285	22,485,209	16,845,076
Treatment Plant	93,072,407	49,261,347	43,811,060
Water Plant	17,444,599	9,489,970	7,954,630
Transmission	7,010,818	3,680,217	3,330,600
Total	183,440,213	97,420,174	86,020,039

FAIR VALUE RATE BASE DECEMBER 31, 2015

	($)	(%)	($)
OCLD Rate Base	26,902,319	50	13,451,160
RCNLD Rate Base	86,020,039	50	43,010,019
			($)
Fair Value Rate Base			56,461,179

Evanston Water Utility Component Sheets

INDR Allocations as of November 2011

SYSTEM NAME	Lake Michigan Water Allocations (millions of gallons per day)																
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Arlington Heights	9.715	9.745	9.775	9.805	9.835	9.865	9.895	9.925	9.955	9.985	10.015	10.045	10.074	10.102	10.131	10.160	10.188
Buffalo Grove	4.857	4.875	4.893	4.912	4.930	4.948	4.966	4.985	5.003	5.021	5.040	5.058	5.076	5.094	5.112	5.130	5.148
Palatine	7.933	7.964	7.995	8.027	8.058	8.090	8.121	8.152	8.184	8.215	8.246	8.278	8.309	8.341	8.372	8.403	8.435
Wheeling	5.607	5.720	5.785	5.850	5.915	5.980	6.045	6.091	6.137	6.182	6.228	6.274	6.292	6.311	6.329	6.348	6.366
Des Plaines	7.982	7.996	8.009	8.023	8.037	8.050	8.064	8.077	8.091	8.105	8.118	8.132	8.143	8.154	8.166	8.177	8.189
Total	36.093	36.300	36.458	36.617	36.775	36.933	37.091	37.230	37.370	37.509	37.648	37.787	37.895	38.002	38.110	38.218	38.326
Morton Grove	3.497	3.521	3.546	3.570	3.595	3.619	3.644	3.668	3.693	3.717	3.742	3.766	3.789	3.812	3.835	3.857	3.880
Niles	4.977	4.988	4.999	5.010	5.022	5.033	5.044	5.055	5.066	5.078	5.089	5.100	5.109	5.118	5.128	5.137	5.146
Total	8.473	8.509	8.545	8.581	8.616	8.652	8.688	8.723	8.759	8.795	8.831	8.866	8.898	8.930	8.962	8.994	9.026
Lincolnwood	2.344	2.349	2.355	2.360	2.365	2.371	2.376	2.381	2.387	2.392	2.398	2.403	2.408	2.414	2.419	2.424	2.429
Evanston	9.411	9.428	9.445	9.461	9.478	9.495	9.512	9.528	9.545	9.562	9.578	9.595	9.612	9.628	9.644	9.661	9.677
Skokie	10.505	10.560	10.616	10.671	10.727	10.782	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838
PLANT TOTAL	68.827	67.147	67.418	67.690	67.961	68.233	68.505	68.702	68.898	69.095	69.292	69.489	69.651	69.812	69.974	70.135	70.297
% NWC of Plant	54.01%	54.06%	54.08%	54.09%	54.11%	54.13%	54.14%	54.19%	54.24%	54.29%	54.33%	54.38%	54.41%	54.44%	54.46%	54.49%	54.52%
% Evanston of Plant	14.08%	14.04%	14.01%	13.98%	13.95%	13.92%	13.88%	13.87%	13.85%	13.84%	13.82%	13.81%	13.80%	13.79%	13.78%	13.77%	13.77%
% Skokie of Plant	15.72%	15.73%	15.75%	15.76%	15.78%	15.80%	15.82%	15.78%	15.73%	15.69%	15.64%	15.60%	15.56%	15.52%	15.49%	15.45%	15.42%
% MG-N of Plant	12.68%	12.67%	12.67%	12.68%	12.68%	12.68%	12.68%	12.70%	12.71%	12.73%	12.74%	12.76%	12.78%	12.79%	12.81%	12.82%	12.84%
% Lincolnwood of Plant	3.51%	3.50%	3.49%	3.49%	3.48%	3.47%	3.47%	3.47%	3.46%	3.46%	3.46%	3.46%	3.46%	3.46%	3.46%	3.46%	3.46%

SYSTEM NAME	Lake Michigan Water Allocations (millions of gallons per day)																
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Lincolnwood	2.344	2.349	2.355	2.360	2.365	2.371	2.376	2.381	2.387	2.392	2.398	2.403	2.408	2.414	2.419	2.424	2.429
Evanston	9.411	9.428	9.445	9.461	9.478	9.495	9.512	9.528	9.545	9.562	9.578	9.595	9.612	9.628	9.644	9.661	9.677
Skokie	10.505	10.560	10.616	10.671	10.727	10.782	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838	10.838
TOTAL	22.260	22.337	22.415	22.493	22.570	22.648	22.725	22.748	22.770	22.792	22.814	22.836	22.858	22.880	22.901	22.923	22.945
% Evanston of Pipe	42.28%	42.21%	42.14%	42.06%	41.99%	41.92%	41.85%	41.89%	41.92%	41.95%	41.98%	42.02%	42.05%	42.08%	42.11%	42.14%	42.18%
% Skokie of Pipe	47.19%	47.28%	47.36%	47.44%	47.53%	47.61%	47.69%	47.64%	47.60%	47.55%	47.51%	47.46%	47.41%	47.37%	47.32%	47.28%	47.24%
% Lincolnwood of Pipe	10.53%	10.52%	10.50%	10.49%	10.48%	10.47%	10.45%	10.47%	10.48%	10.50%	10.51%	10.52%	10.54%	10.55%	10.56%	10.58%	10.59%

NOTE 5. CAPITAL ASSETS - Continued

A. Capital Asset Activity - Continued

	Beginning	Additions	Deletions	Ending
Business-type activities:				
Capital assets, not being depreciated:				
Land	$ 4,644,510	$ -	$ -	$ 4,644,510
Construction in progress	2,463,073	4,741,809	1,667,281	5,537,601
Artwork	359,752	-	-	359,752
Total Capital Assets, not being Depreciated	7,467,335	4,741,809	1,667,281	10,541,863
Capital assets, being depreciated/amortized:				
Land improvements	3,925,463	985,681	-	4,911,144
Buildings and improvements	77,282,216	-	-	77,282,216
Leasehold improvements	304,052	-	-	304,052
Plant	42,176,651	1,433,872	924,661	42,685,862
Transmission and distribution system	49,257,816	4,215,269	-	53,473,085
Sewer system and underground lines	249,439,877	1,295,207	-	250,735,084
Intangible assets	509,834	750,424	-	1,260,258
Equipment	3,086,113	87,284	340,755	2,832,642
Parking meters	1,698,308	160,720	-	1,859,028
Total Capital Assets being Depreciated/Amortized	427,680,330	8,928,457	1,265,416	435,343,371
Less accumulated depreciation/amortization for:				
Land improvements	1,631,955	141,290	-	1,773,245
Buildings and improvements	22,197,612	2,462,535	-	24,660,147
Leasehold improvements	302,753	-	20,222	282,531
Plant	15,311,894	1,411,291	865,721	15,857,464
Transmission and distribution system	6,934,574	636,142	-	7,570,716
Sewer system and underground lines	49,589,233	3,404,364	-	52,993,597
Intangible assets	315,774	106,182	-	421,956
Equipment	2,373,535	100,425	314,428	2,159,532
Parking meters	686,984	124,354	-	811,338
Total Accumulated Depreciation/Amortization	99,344,314	8,386,583	1,200,371	106,530,526
Total Capital Assets being Depreciated/Amortized, Net	328,336,016	541,874	65,045	328,812,845
Governmental Activities Capital Assets, Net	$ 335,803,351	$ 5,283,683	$ 1,732,326	$ 339,354,708

City of Evanston
SCHEDULE OF FIXED ASSETS AND DEPRECIATION
YEAR ENDED DECEMBER 31, 2014

	ASSETS					
	OC Balance FY End 12/31/14	Additions 1/1/2015 to 12/31/2015	Retirements 1/1/2015 to 12/31/2015	Transfers 1/1/2015 to 12/31/2015	OC Balance FY End 12/31/15	Depreciation FY2015
Source of supply	5,423,287		417,605		5,005,782	159,952
Pumping plant	9,085,101	355,454.00	55,161		9,385,394	379,386
Water treatment plant	21,786,283	1,978,608.00	258,170		23,506,721	733,086
Total Plant	41,245,137	2,334,062.00	730,936	0	37,877,897	1,272,424

Evanston Audited Information

Annual Pumpage

2015 Monthly Pumpage (MG)

Month	Lake Water Pumpage	Wash Water Recycled	Net Raw Water Pumpage	Finished Water Pumpage	Pumpage To		
					Evanston	Skokie	N.W.C.
Jan-15	1,105.958	15.243	1,121.201	1,091.684	219.493	224.994	647.197
Feb-15	993.608	14.742	1,008.350	979.494	197.429	203.955	578.110
Mar-15	1,051.862	14.352	1,066.214	1,037.606	214.803	221.063	601.740
Apr-15	1,038.910	13.795	1,052.705	1,094.833	254.304	208.254	632.275
May-15	1,170.487	21.359	1,191.846	1,131.353	216.660	233.280	681.413
Jun-15	1,134.827	15.467	1,150.294	1,122.625	220.010	235.514	667.101
Jul-15	1,241.264	19.130	1,260.394	1,231.148	244.142	255.542	731.464
Aug-15	1,345.617	27.227	1,372.844	1,326.781	244.260	286.287	796.234
Sep-15	1,201.943	21.155	1,223.098	1,187.660	235.267	244.463	707.930
Oct-15	1,122.857	15.050	1,137.907	1,113.129	224.286	239.720	649.123
Nov-15	1,026.820	16.823	1,043.643	1,013.638	275.273	204.665	533.700
Dec-15	1,037.670	5.942	1,043.612	1,093.855	244.083	229.159	620.613
Total	**13,471.823**	**200.285**	**13,672.108**	**13,423.806**	**2,790.010**	**2,786.896**	**7,846.900**

2015 Average Day Pumpage (MGD)

Month	Lake Water Pumpage*	Wash Water Recycled	Net Raw Water Pumpage	Finished Water Pumpage	Pumpage To		
					Evanston	Skokie	N.W.C.
Jan-15	35.676	0.492	36.168	35.216	7.080	7.258	20.877
Feb-15	35.486	0.527	36.013	34.982	7.051	7.284	20.647
Mar-15	34.400	0.463	34.394	33.471	6.929	7.131	19.411
Apr-15	33.939	0.460	35.090	36.494	8.477	6.942	21.076
May-15	37.758	0.445	33.958	36.495	6.989	7.525	21.981
Jun-15	37.828	0.516	38.343	37.421	7.334	7.850	22.237
Jul-15	40.041	0.617	40.658	39.714	7.876	8.243	23.596
Aug-15	43.407	0.878	44.285	42.799	7.879	9.235	25.685
Sep-15	40.065	0.705	40.770	39.589	7.842	8.149	23.598
Oct-15	36.221	0.485	36.707	35.907	7.235	7.733	20.939
Nov-15	34.227	0.561	34.788	33.788	9.176	6.822	17.790
Dec-15	33.473	0.192	33.665	35.286	7.874	7.392	20.020
Average	**36.909**	**0.549**	**37.458**	**36.778**	**7.644**	**7.635**	**21.498**

Note: "Pumpage to Evanston" includes process and domestic water uses at the water treatment plant.

CITY OF EVANSTON, ILLINOIS

Water Fund
Schedule of Revenues, Expenditures, and Changes in Net Position - Budget and Actual

For the Fiscal Year Ended December 31, 2015

	Budget	Actual
Operating Revenues		
Charges for services	$ 15,253,000	$ 15,005,360
Miscellaneous	506,100	716,246
Total Operating Revenues	15,759,100	15,721,606
Operating Expenses Excluding Depreciation		
Administration	1,528,130	1,473,338
Operations		
Pumping	2,426,701	1,752,932
Filtration	2,612,781	2,015,362
Distribution	1,724,142	2,395,818
Meter maintenance	194,336	202,921
Other	19,349,100	420,562
Total Operating Expenses Excluding Depreciation	27,835,190	8,260,933
Operating Income (Loss) Before Depreciation	(12,076,090)	7,460,673
Depreciation	-	2,096,633
Operating Income (Loss)	(12,076,090)	5,364,040
Non-Operating Revenues (Expenses)		
Investment income	10,000	5,981
Interest Expense	(434,254)	(390,461)
Net book value of fixed assets disposed	-	302,700
Total Non-Operating Revenues (Expenses)	(424,254)	(81,780)
Income (Loss) Before Transfers	(12,500,344)	5,282,260
Transfers		
Transfers (out)	(3,194,053)	(3,194,053)
Total Transfers In (Out)	(3,194,053)	(3,194,053)
Net Income	$ (15,694,397)	2,088,207
Net Position		
Beginning of Year		66,279,631
Change in accounting principle		(101,305)
Prior period adjustment		(55,806)
Beginning of Year, Restated		66,122,520
End of Year		$ 68,210,727

(See independent auditor's report.)

SUMMARY OF LINCOLNWOOD TRANSMISSION ASSETS

Asset Number	Total Asset Linear Feet	Linear Feet Used by LW	Percentage of Linear Feet Used by LW	Original Cost[1]	Scaled Original Cost[2]	Unit Cost[3]	RCN[4]	Valves, Hydrants, Excavation, Trench, Pavement[5,6]	Total RCN[7]	Depreciation[8]	Total RCNLD[9]	Year of Installation	Age of Pipe	Size	Material
401	NA	Valve	NA	$ 7,531.01	$ 7,531.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	42	Valve
408	NA	Valve	NA	$ 8,398.01	$ 9,398.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	30	Valve
412	NA	Valve	NA	$ 11,729.01	$ 11,729.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	24	Valve
424	NA	Valve	NA	$ 15,728.01	$ 15,728.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	36	Valve
432	NA	Valve	NA	$ 16,447.01	$ 16,447.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1991	26	30	Valve
524	NA	Valve	NA	$ 13,800.01	$ 13,800.01	$ 9,100.00	$ 9,100.00	$ -	$ 13,195.00	$ 2,932.22	$ 10,262.78	1961	56	48	Valve
446	500	21	0.04	$ 3,538.01	$ 151.91	$ 390.00	$ 8,326.87	$ 3,924.80	$ 17,765.07	$ 17,765.07	$ -	1925	92	24	HWC
450	6745	6745	1.0	$ 4,300.01	$ 4,300.01	$ 390.00	$ 2,630,665.69	$ 579,329.51	$ 3,234,493.04	$ 2,908,051.70	$ 2,326,441.34	1958	59	24	CIP
454	400	185	0.5	$ 8,001.01	$ 2,777.09	$ 850.00	$ 175,850.34	$ 34,028.55	$ 304,324.09	$ 304,324.09	$ -	1907	110	42	HWC
463	237	457	1.0	$ 22,085.01	$ 22,085.01	$ 545.00	$ 249,248.44	$ 84,071.35	$ 483,313.70	$ 483,313.70	$ -	1935	82	30	HWC
473	2570	1881	0.8	$ 33,159.01	$ 25,857.50	$ 730.00	$ 1,448,014.71	$ 364,142.32	$ 2,624,727.71	$ 2,624,727.71	$ -	1907	110	36	HWC
476	5100	2790	0.5	$ 36,296.01	$ 19,855.49	$ 390.00	$ 1,088,062.81	$ 512,873.50	$ 2,321,369.39	$ 1,805,509.50	$ 515,859.89	1944	73	24	HWC
482	8130	7675	1.0	$ 57,122.01	$ 57,122.01	$ 545.00	$ 4,182,868.02	$ 1,438,811.49	$ 8,110,545.29	$ 8,110,545.29	$ -	1936	81	30	HWC
521	10066	2979	0.3	$ 246,074.01	$ 72,824.11	$ 390.00	$ 1,161,798.96	$ 547,629.12	$ 2,478,670.71	$ 1,927,854.97	$ 550,815.74	1956	61	24	CIP
528	3895	2143	0.6	$ 309,766.02	$ 170,392.25	$ 1,100.00	$ 2,356,784.57	$ 311,065.11	$ 3,868,351.04	$ 2,149,083.03	$ 1,719,268.01	1961	56	48	PCCP
560	8940	8940	1.0	$ 414,644.01	$ 414,626.67	$ 480.00	$ 6,078,945.73	$ 1,297,917.66	$ 10,836,451.92	$ 5,942,473.11	$ 4,753,978.81	1970	47	24	PCCP
603	4694	4718	1.0	$ 451,451.01	$ 451,451.01	$ 680.00	$ 3,221,670.22	$ 870,934.24	$ 5,934,203.96	$ 1,318,711.97	$ 4,615,491.99	1980	37	24	PCCP
654	240	240	1.0	$ 1,894,917.01	$ 1,893,630.16	$ 190.00	$ 93,536.44	$ 44,083.60	$ 199,557.75	$ 44,346.17	$ 155,211.58	1983	34	24	DIP
10322	418	415	1.0	$ 329,048.00	$ 327,009.44	$ 190.00	$ 162,011.02	$ 76,365.97	$ 345,646.84	$ 76,810.36	$ 268,836.28	2015	2	24	DIP
TOTALS		33833		$ 8,020,301.46	$ 2,536,960.42						$ 14,982,953.09				

Size	Linear Feet	Inch-Feet
48	2143	102841
42	185	7774
36	2005	72183
30	8143	244285
24	26901	645829
Total LW Inch-Ft		1072716
Total Inch-Ft		8226022
Percentage Used by LW		13.04%

Notes:

1 Original Costs determined from [illegible] asset list from accounting.

2 Portion of Linear Feet Used by [illegible] by the total original cost of the asset.

3 Unit Cost determined from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.

4 RCN determined by multiplying linear feet by the unit cost [illegible] each one unit.

5 Valve and hydrant unit costs and [illegible] per linear foot taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.

6 Excavation, Trench, and Pavement unit costs taken from Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017. [illegible]

7 Total RCN determined as RCN plus valves, hydrants, excavation, trench, and pavement costs. [illegible] Burns and McDonnell Valuation of Water Works Property Phase 2 dated 1/6/2017.

8 Depreciation [illegible]

9 Total RCNLD was determined by taking the total RCN and subtracting the depreciation.

Other Transmission Assets	Original Asset Cost	Allocation (%)	Allocated OCN	RCNLD
Leak Detections Equip	$ 59,890	26%	$ 15,311	$ 14,064
#925 Vactor	$ 283,825	26%	$ 72,561	$ 72,561
#920 Vehicle	$ 133,297	28%	$ 34,078	$ 32,691
Scada System	$ 81,151	100%	$ 81,151	$ 72,063
2015 Ford F250 #931	$ 30,540	26%	$ 7,808	$ 7,969
2015 Ford F250 #933	$ 30,540	26%	$ 7,808	$ 7,968
Water Metering 48"	$ 727,813	26%	$ 186,068	$ 189,889
5 MG Standpipe	$ 1,894,917	100%	$ 1,894,917	$ 2,913,837
Subtotal Other Transmission Assets	$ 3,241,973		$ 2,299,702	$ 3,311,043

TOTAL			$ 5,838,662.11	$ 18,293,996.09

Group Exhibit "C"

Depreciation Rates comprised of Page C-1: Depreciation Rates (Classes of Plant included: Source of Supply, Pumping Plant, Treatment Plant, Water Plant and Transmission) (attached)

Group Exhibit C

Depreciation Rates

Page C-1

DEPRECIATION RATES

The Depreciation Charge pursaunt to this Agreement shall be based on the depreciation rates for the various classes of plant set forth below:

Class of Plant	Annual Rate of Depreciation
Source of Supply	1.11%
Pumping Plant	1.81%
Treatment Plant	1.71%
Water Plant	2.68%
Transmission	1.02%

Exhibit "D"

City of Evanston Ordinance____-18 (Approval of Water Supply Agreement Between the City of Evanston and the Village Lincolnwood)

(attached)

Exhibit "E"

Village of Lincolnwood Resolution_____(Approval of Water Supply Agreement Between the City of Evanston and Lincolnwood)

(attached)