

SECOND AMENDMENT TO INTERGOVERNMENTAL TERRITORIAL AGREEMENT

THIS SECOND AMENDMENT TO TERRITORIAL AGREEMENT, ("Second Amendment") made and entered into this 9 day of December, 2020 by and between the CITY OF WENTZVILLE, MISSOURI, a municipal corporation, 1001 Schroeder Creek Boulevard, Wentzville, Missouri 63385 (hereinafter referred to as "CITY"), and PUBLIC WATER SUPPLY DISTRICT NO. 2 OF ST. CHARLES COUNTY, MISSOURI, a public corporation, 100 Water Drive, O'Fallon, Missouri 63366 (hereinafter referred to as "DISTRICT"); WITNESSETH:

WHEREAS, CITY, is a political subdivision and municipal corporation of the fourth class in St. Charles County, Missouri organized and existing under Sections 79.010 to 79.400 RSMo., which operates municipally owned utilities which purchase water for its inhabitants from the DISTRICT; and

WHEREAS, DISTRICT is a political corporation of the State of Missouri located in St. Charles and Warren Counties organized and existing under Sections 247.010 to 247.220 RSMo for the purpose of providing conveniences in the use of water, ample in quantity for all needful purposes and pure and wholesome in quality, furnished from common sources of supply to many inhabitants of the DISTRICT; and

WHEREAS, the parties previously entered into a written Intergovernmental Territorial Agreement (hereinafter referred to as "Original Agreement") as authorized by Section 247.172, Revised Statutes of Missouri, to establish boundaries of the two water service areas that CITY and DISTRICT each will serve, which helped avoid wasteful duplication of services and undue costs to their respective customers, and which Original Agreement received the approval of the

Missouri Public Service Commission by Report and Order issued October 17, 2000 in Case No. WO-2000-849; and

WHEREAS, the parties previously entered into a First Amendment to Intergovernmental Territorial Agreement (hereinafter referred to as "First Amendment"); and

WHEREAS, Paragraph 12 of the Original Agreement states that "[n]either the boundaries described by this Agreement nor any term of this Agreement may be modified, repealed or changed except by a writing mutually approved by the respective parties and by the Missouri Public Service Commission"; and

WHEREAS, the term of the Original Agreement was twenty (20) years effective upon approval by the Missouri Public Service Commission which approval was granted October 27, 2000; and

WHEREAS, the parties now desire to enter into this Second Amendment to said Original Agreement as authorized by Section 247.172, Revised Statutes of Missouri, to extend the term of the Original Agreement by an additional twenty (20) years and to modify certain portions of the boundaries of the two water service areas that the CITY and the DISTRICT each will serve, both to be effective upon approval by the Missouri Public Service Commission.

NOW, THEREFORE, CITY and DISTRICT agree as follows:

1. The term of the Original Agreement shall be extended by an addition twenty (20) years contingent upon all of the following occurring:
 - a. All required approvals of the CITY'S Board of Aldermen.
 - b. All required approvals of the DISTRICT'S Board of Directors.
 - c. Approval of this Second Amendment by the Missouri Public Service Commission.

2. Sections 2 and 3 of the Original Agreement provide that the DISTRICT shall have the exclusive right to provide service to all existing and future customers located within its service area as shown on Exhibit A attached to the Original Agreement and attached hereto notwithstanding that any portion of said service area may be annexed by the CITY after the effective date of the Original Agreement and the CITY shall have the exclusive right to provide service to all existing and future customers located within its service area shown on Exhibit B attached to the Original Agreement and attached hereto. The DISTRICT and CITY mutually desire to amend the boundaries of the exclusive service areas that each shall serve as shown on Exhibit C attached hereto with the black hachured area, which is more fully described below, being transferred from the CITY's service area to the DISTRICT's service area and the red hachured area, which is more fully described below, being transferred from the DISTRICT's service area to the CITY's service area.

a. The service area being transferred to the CITY, shown on Exhibit C as the red hachured area, is described as all land within the area to the east of the centerline of that portion of Penny Royal Lane and Wind Creek Drive running a distance of approximately 705 feet south of the existing Wentzville Water Territorial Boundary line, but only including the residences and water users located on Kelcross Drive, Paddington Street, Sturgeon Court, and English Manor Drive that have been constructed or platted as of November 1, 2020.

b. The service area being transferred to the DISTRICT, shown on Exhibit C and the black hachured area, is described as all land within the area described as starting at the northwest corner of the St. Charles County Boundary with Lincoln County and heading east along the County Boundary line to the intersection of the centerline of U.S. Highway 61, then continuing southeast along the U.S. Highway 61 centerline to the intersection of

Highway W, then continuing southwest along the centerline of Highway W approximately 1,200 feet, then south along the Highway W centerline approximately 4,600 feet, then west along the Highway W centerline approximately 3,200 feet, then heading north along the existing Wentzville Water Territorial Boundary line for approximately 8,170 feet, then west along the existing Wentzville Water Territorial Boundary line approximately 7,520 feet, then north along the existing Wentzville Water Territorial Boundary line approximately 940 feet, then west approximately 2,280 feet to the intersection of the St. Charles County Boundary line, then north along the St. Charles County Boundary line approximately 1,840 to the point of beginning.

3. In the event this Second Amendment is not approved by the Missouri Public Service Commission within one (1) year after the date of this instrument, this Second Amendment shall thereupon automatically become null and void.
4. All provisions of the Original Agreement and the First Amendment shall remain and continue in full force and effect in all respects, except as provided for herein.
5. This Second Amendment shall be binding upon the undersigned parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be first executed on the day and year first above written by their respective officers.

CITY OF WENTZVILLE, MISSOURI
a Municipal corporation



By:

Nickolas Guccione
Nickolas Guccione, Mayor

(CITY SEAL)

Attest:



Kathryn Bowman, City Clerk

PUBLIC WATER SUPPLY DISTRICT
NO. 2 OF ST. CHARLES COUNTY,
MISSOURI

By:

Denis Raab, President

(SEAL)

Attest:

Kim Cantrell, Clerk



(SEAL)

Attest:

Kim Cantrell
Kim Cantrell, Clerk

By: Darrell Dechant
Darrell Dechant, Vice President

STATE OF MISSOURI)
) SS:
COUNTY OF ST. CHARLES)

On this _____ day of _____, 2020, before me personally appeared Nickolas Guccione, who being by me duly sworn did say that he is the Mayor of the City of Wentzville, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen, and said Nickolas Guccione acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: _____
Notary Public

STATE OF MISSOURI)
) SS:
COUNTY OF ST. CHARLES)

On this 9th day of December, 2020 before me personally appeared Darrell Dechant, who being by me duly sworn did say that he is the Vice President of Public Water Supply District No. 2 of St. Charles County, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said District, and that said instrument was signed and sealed on behalf of said District, by authority of its Board of Directors, and said Darrell Dechant acknowledged said instrument to be the free act and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set me hand and affixed my official seal in the County and State aforesaid, the date and year first above written.

My Term Expires: June 21, 2024 Kim Cantrell
Notary Public

KIM CANTRELL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: June 21, 2024
Commission #12412220

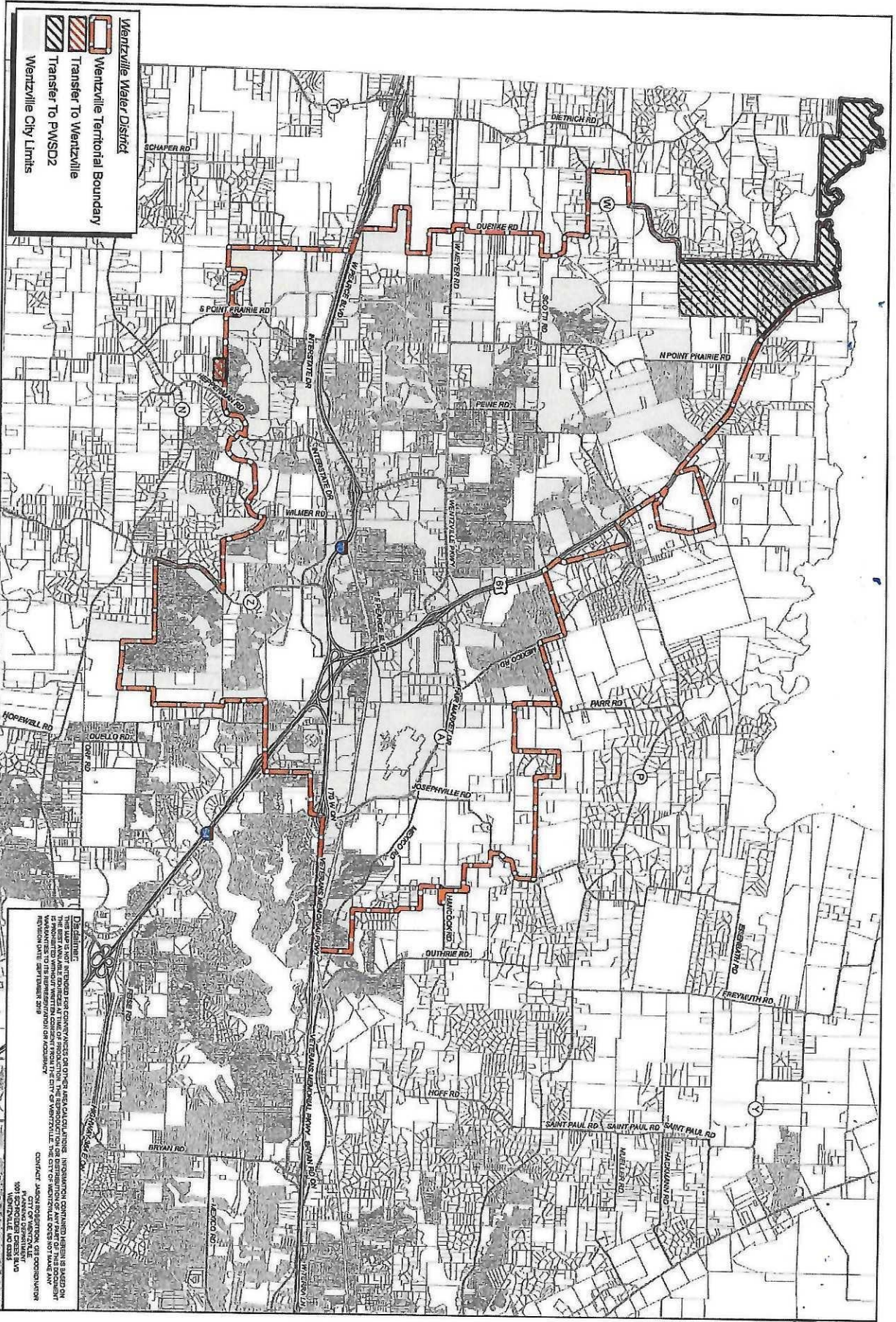


EXHIBIT C

