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FIRST AMENDMENT TO THE  
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
ACTING ON BEHALF OF  
THE STATE OF KANSAS

AND

CITY OF ANTHONY, KANSAS  
KWPCRF PROJECT NO.: C20 3005 01

ORIGINAL LOAN AGREEMENT  
EFFECTIVE AS OF JANUARY 4, 2021

AMENDMENT NO.: 1  
EFFECTIVE AS OF DECEMBER 21, 2022

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First Amendment to  
the Loan Agreement by and between the  
Kansas Department of Health and Environment  
Acting on Behalf of the State of Kansas  
and the City of Anthony, Kansas  
Effective As of December 21, 2022

WHEREAS, the City of Anthony, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of January 4, 2021 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 3005 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this First Amendment to the Loan Agreement is entered into and effective as of December 21, 2022;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan and Exhibit B of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF ANTHONY, KANSAS are/is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this First Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of December 21, 2022.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By Janet Stanek  
Janet Stanek  
Secretary  
Kansas Department of Health and Environment

Date: 1-30-2023

ANTHONY, KANSAS

By \_\_\_\_\_  
Mayor

(Seal)

ATTEST:

By \_\_\_\_\_  
Title:

The "Municipality"

Date: \_\_\_\_\_

## ARTICLE II

### LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~One Million One Hundred Seventeen Thousand Four Hundred Dollars [\$1,117,400]~~ Eight Hundred Forty Five Thousand Four Hundred Eighty Nine Dollars Forty Four Cents [\$845,889.44] to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

EXHIBIT B  
LOAN REPAYMENT SCHEDULE  
(See Page 6)

**DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE**

**Dedicated Source of Revenue.**

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

**The Loan Repayment Schedule**

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in Section 2.02 hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Actual Draws - Actual Interest Rate  
Amortization of Loan Costs as of 12/21/2022 - FINAL

Prepared for:  
City of Anthony, Project No. C20 3005 01

Project Principal: 845,489.44  
Interest During Const.: 0.00  
Service Fee During Const.: 0.00  
Gross Loan Costs: 845,489.44  
Principal Forgiveness: 500,000.00  
Net Loan Costs: 345,489.44

Gross Interest Rate Allocation	thru 9/1/2026	after 9/1/2026
Service Fee Rate:	1.08%	0.25%
Net Loan Interest Rate:	0.25%	1.08%

Gross Interest Rate: 1.33%  
First Payment Date: 3/1/2023  
Number of Payments: 40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2023	345,489.44	679.07	6,290.03	2,933.58	9,902.68	339,199.41
2	9/1/2023	339,199.41	424.00	7,647.00	1,831.68	9,902.68	331,552.41
3	3/1/2024	331,552.41	414.44	7,697.86	1,790.38	9,902.68	323,854.55
4	9/1/2024	323,854.55	404.82	7,749.05	1,748.81	9,902.68	316,105.50
5	3/1/2025	316,105.50	395.13	7,800.58	1,706.97	9,902.68	308,304.92
6	9/1/2025	308,304.92	385.38	7,852.45	1,664.85	9,902.68	300,452.47
7	3/1/2026	300,452.47	375.57	7,904.67	1,622.44	9,902.68	292,547.80
8	9/1/2026	292,547.80	365.68	7,957.24	1,579.76	9,902.68	284,590.56
9	3/1/2027	284,590.56	1,536.79	8,010.15	355.74	9,902.68	276,580.41
10	9/1/2027	276,580.41	1,493.53	8,063.42	345.73	9,902.68	268,516.99
11	3/1/2028	268,516.99	1,449.99	8,117.04	335.65	9,902.68	260,399.95
12	9/1/2028	260,399.95	1,406.16	8,171.02	325.50	9,902.68	252,228.93
13	3/1/2029	252,228.93	1,362.04	8,225.35	315.29	9,902.68	244,003.58
14	9/1/2029	244,003.58	1,317.62	8,280.06	305.00	9,902.68	235,723.52
15	3/1/2030	235,723.52	1,272.91	8,335.12	294.65	9,902.68	227,388.40
16	9/1/2030	227,388.40	1,227.90	8,390.54	284.24	9,902.68	218,997.86
17	3/1/2031	218,997.86	1,182.59	8,446.34	273.75	9,902.68	210,551.52
18	9/1/2031	210,551.52	1,136.98	8,502.51	263.19	9,902.68	202,049.01
19	3/1/2032	202,049.01	1,091.06	8,559.06	252.56	9,902.68	193,489.95
20	9/1/2032	193,489.95	1,044.85	8,615.97	241.86	9,902.68	184,873.98
21	3/1/2033	184,873.98	998.32	8,673.27	231.09	9,902.68	176,200.71
22	9/1/2033	176,200.71	951.48	8,730.95	220.25	9,902.68	167,469.76
23	3/1/2034	167,469.76	904.34	8,789.00	209.34	9,902.68	158,680.76
24	9/1/2034	158,680.76	856.88	8,847.45	198.35	9,902.68	149,833.31
25	3/1/2035	149,833.31	809.10	8,906.29	187.29	9,902.68	140,927.02
26	9/1/2035	140,927.02	761.01	8,965.51	176.16	9,902.68	131,961.51
27	3/1/2036	131,961.51	712.59	9,025.14	164.95	9,902.68	122,936.37
28	9/1/2036	122,936.37	663.86	9,085.15	153.67	9,902.68	113,851.22
29	3/1/2037	113,851.22	614.80	9,145.57	142.31	9,902.68	104,705.65
30	9/1/2037	104,705.65	565.41	9,206.39	130.88	9,902.68	95,499.26
31	3/1/2038	95,499.26	515.70	9,267.61	119.37	9,902.68	86,231.65
32	9/1/2038	86,231.65	465.65	9,329.24	107.79	9,902.68	76,902.41
33	3/1/2039	76,902.41	415.27	9,391.28	96.13	9,902.68	67,511.13
34	9/1/2039	67,511.13	364.56	9,453.73	84.39	9,902.68	58,057.40
35	3/1/2040	58,057.40	313.51	9,516.60	72.57	9,902.68	48,540.80
36	9/1/2040	48,540.80	262.12	9,579.88	60.68	9,902.68	38,960.92
37	3/1/2041	38,960.92	210.39	9,643.59	48.70	9,902.68	29,317.33
38	9/1/2041	29,317.33	158.31	9,707.72	36.65	9,902.68	19,609.61
39	3/1/2042	19,609.61	105.89	9,772.28	24.51	9,902.68	9,837.33
40	9/1/2042	9,837.33	53.12	9,837.33	12.23	9,902.68	0.00
		Totals	29,668.82	345,489.44	20,948.94	396,107.20	