

**MCGEE CREEK AUTHORITY  
FISCAL YEAR 2022 LOAN AGREEMENT  
(AC-21-0002-LA)**

This Agreement is made and entered into by and between the Oklahoma City Water Utilities Trust (OCWUT), a public trust, formerly known as the Oklahoma City Municipal Improvement Authority, and the McGee Creek Authority, (Authority), who hereby agree as follows:

**LOAN**

1. A. The OCWUT and the Authority have entered into an Agreement of Support, dated December 1, 1992, in conjunction with the issuance of the McGee Creek Authority's Series 1992 Revenue Bonds. The Section 2.05 of the Agreement of Support provides that the Authority and the OCWUT shall annually enter into a loan agreement based upon that year's budgeted amount required to be paid by the OCWUT under the Agreement of Support. Through FY2020, the total actual loan balance was \$61,693,935.46.

B. Per the Agreement of Support, the OCWUT has loaned or shall loan to the Authority such sums as are certified to be necessary for the purposes of and as budgeted by the Authority for the costs and expenses incurred by the Authority during fiscal year ending June 30, 2021 (FY2021), which amounts loaned or to be loaned were estimated at \$2,587,474.56, less and except any aliquot shares paid or any additional funds, income, or revenue derived by or otherwise acquired by the Authority during the aforementioned fiscal year not already anticipated in the budget.

C. The OCWUT shall loan to the Authority such sums as are certified to be necessary for the purposes of and as budgeted by the Authority for the costs and expenses incurred by the Authority in accordance with the Fiscal Year 2022 budget. Provided, however, that such loan funds are estimated at \$3,332,666.70, less and except any aliquot shares paid or any additional funds, income, or revenue derived by or otherwise acquired by the Authority during the

aforementioned fiscal year not already anticipated in the budget; and provided further, that funds shall only be loaned by the OCWUT to the Authority and expended by the Authority in accordance with the limits and purposes of the approved Fiscal Year 2021 budget and the expenses anticipated therein. Funds for any budgeted expenses not incurred by the Authority shall not be loaned. The Authority shall not incur or assume expenses or debt for the 2022 fiscal year in excess of the total 2022 fiscal year adopted budget. The loan amount for Fiscal Year 2022 shall be automatically reduced to only reflect the funds transferred from OCWUT to the McGee Creek Authority pursuant to this Loan Agreement.

### **REPAYMENT**

2. Per Section 2.05 of the Agreement of Support, the Authority hereby agrees to repay said loan to the OCWUT on demand, and upon receipt of such demand the Authority shall be obligated to pay the entire amount of such indebtedness plus interest at the annual rate of zero percent (0%) from date of demand, and all costs of collection. Article VIII of the Authority's Amended Trust Indenture provides that such debts shall be repaid from future revenues derived from the operation and use of the Authority's Project facilities.

### **REVENUES**

3. The Authority further agrees that any and all aliquot shares, funds, income, and revenues derived from the operation, maintenance, and use of McGee Creek, and its reservation area, and accruing to the Authority shall first be applied to the current years expenses to diminish the size of this loan; next to payment of any past debt incurred by reason of any prior loan agreement by and between the OCWUT and the Authority, whether demanded or not; subsequently to the payment of any other expenses of the Authority or deferred costs; and finally into any funds or accounts established by the Authority, should funds exist.

## RECORD KEEPING

4. The Authority shall only expend funds for the purposes and in the amounts described on the attached budget as adopted or a subsequently amended budget approved by OCWUT and in conjunction with a mutually agreed amendment to the Agreement. The Authority shall maintain detailed itemized claims for all expenses authorized hereunder for which reimbursement is sought. The OCWUT shall have the authority to inspect and review the books, accounts, and supporting documentation of the income, revenue, funds, debt and expenses of the Authority pursuant to this loan and reimbursement hereunder.

## AUDIT

5. The Authority shall provide the OCWUT with annual reports indicating the account history and balance sheets with income and expense statements for each fiscal year.

**APPROVED** by the Trustees and signed by the Chairman of the McGee Creek Authority this 11<sup>th</sup> day of **March, 2021**.

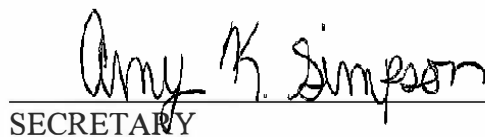
ATTEST: (SEAL)

  
SECRETARY



**APPROVED** by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 13th day of April, 2021.

ATTEST: (SEAL)

  
SECRETARY



**OKLAHOMA CITY WATER  
UTILITIES TRUST**

  
CHAIRMAN

**CONCURRED** by the Council and signed by the Mayor of The City of Oklahoma City  
this 27th day of April, 2021.

**ATTEST: (SEAL)**

**THE CITY OF OKLAHOMA CITY**

Amy K. Simpson  Daniel Holt  
CITY CLERK MAYOR

**REVIEWED** for form and legality.

Craig Kell  
**GENERAL COUNSEL/  
ASSISTANT MUNICIPAL COUNSELOR**