



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Lawton Unhoused Trust Authority

Agenda

Thursday, January 8, 2026

4:00 PM

Lawton City Hall
Wayne Gilley Auditorium

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to the City Manager or the City Attorney. The Authority may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Meeting Called to Order and Roll Call

"Official action can be taken only on items which appear on the agenda. The Board may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Board may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Board may refer the matter to City Staff. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Unfinished Business

1. Consider electing a Slate of Officers for the Lawton Unhoused Trust Authority and take action as deemed necessary.

Business Items

2. Consider approving the minutes of the August 8, 2025 meeting.
3. Consider approving a Memorandum of Understanding between the City of Lawton, Lawton Unhoused Trust Authority, and the Salvation Army, A Georgia Corporation, governing use of Trust-owned property for a temporary camping and service-support site.

Adjournment

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Lawton Unhoused Trust Authority

Minutes

Friday, August 8, 2025

3:00 PM

Lawton City Hall
Wayne Gilley Auditorium

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to the City Manager or the City Attorney. The Authority may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

Meeting Called to Order and Roll Call

"Official action can be taken only on items which appear on the agenda. The Board may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Board may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Board may refer the matter to City Staff. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

1. Meeting called to order by Chairman Robert Weger at 3:00 PM

2. Roll Call:

Present:

Councilman - Ward 6 Bob Weger
Councilwoman - Ward 7 Sherene L Williams

Absent:

N/A

Also Present:

John Ratliff, City Manager
Julia Mantzke, City Council Relations Liaison
Garrett Lam, City Attorney
Allan Hampton, City Councilman, Ward 5

Donalynn Blazek-Scherler, City Clerk
Cindy Augustine, Real Property Coordinator
Matina Davis, Guest
Tiffiney Dimery, Guest

3. Introduction of Attendees

All attendees introduced themselves.

Business Items

1. Consider electing a Slate of Officers for the Lawton Unhoused Trust Authority and take action as deemed necessary.

Weger: Consider electing a slate of officers for the Lawton Unhoused Trust Authority and take action as deemed necessary.

Hampton: Suggesting to wait to elect a slate of officers per his discussion with the mayor. Requesting for the committee to table the item.

Motion: by Williams, **Second:** by Weger, To table considering electing a slate of officers for the Lawton Unhoused Trust Authority. **AYE:** Williams, Weger. **NAY:** None **MOTION PASSED**

2. Consider approving the transfer of a tract of land located at 1303 SW E Avenue from the Salvation Army to the Lawton Unhoused Trust Authority and authorize the chairperson to execute any necessary documents.

Weger: Consideration of approving the transfer of a tract of land located at 1301 SW E Ave. from the Salvation Army to the Lawton Unhoused Trust Authority, and authorization for the Chairperson to execute necessary documents.

Hampton: Provided background on the property and discussions with the Salvation Army, noting:

- The property is in his ward,
- The Salvation Army has worked to improve site management and cleanliness.
- Residents entering the Salvation Army's program are limited in what they can bring and are required to enter treatment or relocation programs within one week.
- The organization is focusing on moving individuals into treatment, mental health, and alcohol recovery facilities, often outside the immediate area.
- Developers with heavy equipment are prepared to work on the site, and the Salvation Army prefer direct transfer to the Trust rather than using their standard donation process.

Ratliff: So you want them to vote to direct me to negotiate and enter into real property

transaction for acquisition?

Hampton: Yes

Motion: by Williams, **Second:** by Weger, To Direct the City Manager to negotiate and enter into a real property transaction for the acquisition of this property and take action as deemed necessary. **AYE:** Williams, Weger. **NAY:** None **MOTION PASSED**

Adjournment

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Motion by Williams, **Second** by Weger, to adjourn the August 8, 2025, meeting. **AYE:** Williams, Weger. **NAY:** None **MOTION PASSED.**

There being no further business, the meeting adjourned at 3:05 PM.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAWTON, LAWTON UNHOUSED TRUST AUTHORITY AND THE
SALVATION ARMY, A GEORGIA CORPORATION**

I. PARTIES AND PURPOSE

This Memorandum of Understanding (hereinafter "MOU") by and between the City of Lawton (hereinafter "City"), The Salvation Army, a nonprofit organization ("Salvation Army"), and the Lawton Unhoused Trust Authority (hereinafter "LUTA"), solely in its capacity as property-owning trust authority, collectively referred to as the "Parties," and is executed pursuant to the authority granted to the City by Oklahoma law and Resolution No. 25-174.

WHEREAS, this MOU is entered into by the Parties to affect the safe and sanitary application and continued maintenance of the elements established in Resolution No. 25-174.

WHEREAS, this MOU is to establish the terms, conditions, and responsibilities under which the Salvation Army may utilize the property for a temporary camping and service-support site, in a manner that protects public health, safety, and welfare, and that is consistent with City policy, applicable ordinances, and Resolution No. 25-174.

WHEREAS, the Parties acknowledge that compliance with site standards, eligibility requirements, and conduct rules is essential to protect public health, safety, and welfare.

II. PROPERTY

The real property subject to this MOU is *Lots Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), and Twenty-seven (27), Block Fifteen (15), Butler Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.*

Property address 1303 SW E Avenue, Lawton, Oklahoma.

Nothing in this MOU shall be construed to create a lease, easement, license, or other property interest in favor of the Salvation Army or any third party.

III. AGREEMENT BY THE PARTIES

A. City through this MOU agrees to the following:

1. Provide a dumpster for the property.
2. Empty the dumpster upon request by the Salvation Army. All requests for service shall be made through the City of Lawton Solid Waste Department by calling (580) 581-3428.
3. The City shall have no obligation to provide additional services, staffing, utilities, security, or maintenance beyond those expressly stated in this MOU

- B. Salvation Army through this MOU agrees to the following:
1. Site Oversight and Sanitation Standards
 - Provide continuous oversight of hygiene and cleanliness throughout the property.
 - Encourage and support the development of basic life skills for individuals utilizing the site.
 2. Food Safety and Handling
 - Ensure all food storage, preparation, and handling practices comply with applicable federal, state, and local health standards.
 3. Property Maintenance Conditions
 - Prevent blowing debris from leaving the property.
 - Prevent accumulation of trash or debris in drainage ditches or along fence lines.
 - Prohibit open burning on the property.
 4. Animals
 - Ensure that any animals present on the property comply with City of Lawton Code, Chapter 5 – Animals.
 5. Guidance and Referral Services
 - Provide guidance to individuals regarding available assistance, services, and community resources.
 6. Eligibility Restrictions and Verification
 - Beginning ninety (90) days after the effective date of this MOU, limit camping at the property to individuals with verified ties to the City of Lawton.
 - Develop, maintain, and enforce a written verification program describing the criteria and process used to establish City of Lawton ties. Such program shall be made available to the City upon request.
 7. Conduct Enforcement Authority
 - Retain the authority to prohibit or exclude individuals from the property for good cause, including violations of site rules, threats to safety, or unlawful conduct.
 - The Salvation Army shall maintain written site rules governing conduct, sanitation, and safety, and shall make such rules available upon request.
 - The City may review the written verification program for consistency with Resolution No. 25-174.
 8. Law Enforcement Coordination
 - Cooperate with the Lawton Police Department through its designated representative to address safety, compliance, and enforcement matters.
- C. Authority through this MOU agrees to the following:
1. Authorize the use of the property for the purposes described in this MOU, subject to the terms of the Trust Indenture and Resolution No. 25-174.
 2. Retain ownership of the property unless otherwise conveyed by separate instrument approved by the Authority and City Council.
 3. Ensure that actions taken under this MOU are consistent with the Authority's Trust Indenture and applicable Oklahoma law.

4. Exercise no day-to-day oversight, control, or supervision of activities conducted on the property by the Salvation Army or the City.
5. Reserve the right to review written reports provided under this MOU for compliance with authorization terms.
6. Cooperate with the City in the event of termination or modification of this MOU, as required to protect the Authority's property interests.
7. Nothing herein shall be construed as an assumption of liability by the Authority for activities conducted on the property.

IV. EFFECTIVE DATE AND TERM

The provisions of the MOU shall become effective on the date of execution by all Parties and shall remain in effect for a period of three (3) years. Prior to expiration, the Parties shall review this MOU. Any renewal for a successive three-year term shall require approval by the Lawton City Council and execution by all Parties. Upon expiration or termination of this MOU, authorization to use the property for the purposes described herein shall immediately cease unless otherwise approved by the City Council.

V. COMPLIANCE WITH LAWS AND RESOLUTION AUTHORITY

This MOU is expressly subject to and governed by Resolution No. 25-174, as adopted by the Lawton City Council, which is incorporated herein by reference. In the event of any conflict between this MOU and Resolution No. 25-174, the Resolution shall control. All Parties shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes.

VI. REPORTING REQUIREMENTS

The Salvation Army shall provide a written quarterly report to the Lawton Mayor and City Council, consistent with the intent and requirements of the applicable City resolution.

- A. Required Data Elements - Each quarterly report shall, at a minimum, include the following information:
 1. Number of individuals served during the reporting period
 2. Average daily occupancy of the site
 3. Number of individuals verified as having City of Lawton ties
 4. Summary of guidance provided regarding assistance and available resources
 5. Number and general nature of rule violations and corrective actions
 6. Number of individuals prohibited or excluded from the site for good cause
 7. Summary of coordination with the Lawton Police Department's designated individual
 8. Notable health, safety, or sanitation issues and corrective steps taken

The City may request reasonable clarification or supplemental information related to submitted reports.

B. Reporting Periods (Calendar-Based):

1. 1st Quarter – January – March
2. 2nd Quarter – April – June
3. 3rd Quarter – July – September
4. 4th Quarter – October – December

C. Reporting Deadlines:

Reports are due on the 15th day following the last day of the quarter.

D. Delivery Method and Address

Reports should be mailed to:

City of Lawton
Attn: Mayor and City Council
212 SW 9th Street
Lawton, OK 73501

VII. INDEPENDENT STATUS

Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between the Parties. Each Party shall remain solely responsible for its own acts and omissions.

VIII. LIABILITY AND INDEMNIFICATION

Each Party shall be responsible for its own acts and omissions and those of its officers, employees, volunteers, and agents, to the extent permitted by the laws of the State of Oklahoma, including the Oklahoma Governmental Tort Claims Act.

IX. WAIVER, SEVERABILITY, AND MODIFICATION

No waiver of any breach of any term or provision contained herein shall be construed as a waiver of the term or provision itself or any subsequent breach thereof. This written document contains the entire agreement of the Parties with respect to the subject matter thereof, and can be amended only by a written agreement signed by the Parties hereto. If in the event that any portion or portions of the agreement are adjudged unlawful by a court of competent jurisdiction, the judgement of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this agreement.

CITY OF LAWTON

SALVATION ARMY

Stanley Booker, Mayor

W. Lee Auvenshine, Secretary of The
Salvation Army, A Georgia Corporation

ATTEST:

ATTEST:

Donalynn Blazek-Scherler, City Clerk

LAWTON UNHOUSED TRUST AUTHORITY

Sherene L. Williams, Trustee

Robert Weger, Trustee

Allan Hampton, Trustee

TRUST INDENTURE
CREATING THE
LAWTON UNHOUSED TRUST AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS:

This Trust Indenture is made the 10th day of June, 2025, by Stan D. Booker, herein referred to as the Trustor, and the following individuals as Trustees: Sherene L. Williams, Robert Weger, and R.L. Smith. These individuals, along with their respective successors as provided herein, are to be known as the Trustees of the Lawton Unhoused Trust Authority and are hereinafter referred to as Trustees of said Authority, (hereinafter referred to as "Authority" or "Trust") as herein set out. The total number of Trustees is three (3).

WITNESSETH:

That in consideration of the payment by the Trustor to the Trustees of the sum of ten dollars (\$10.00), receipt of which is hereby acknowledged, the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey and distribute as herein provided, authorized and directed, such funds and property as Trustor, or other public or private sources, may from time to time assign, transfer, lease, convey, give, bequeath, devise or deliver unto this Trust or the Trustees hereof.

TO HAVE AND TO HOLD such funds and property and the proceeds, interest, profits and increases thereon unto said Trustees and said Trustees' successors and assigns, for the use and benefit of the City of Lawton, State of Oklahoma, hereby designated and hereinafter referred to as "Beneficiary" and upon the following Trust terms and conditions herein stated.

ARTICLE I
CREATION OF TRUST

The undersigned Trustor creates and establishes, on behalf of the City of Lawton, State of Oklahoma, a Trust which said name shall be the Lawton Unhoused Trust Authority for the use and benefit of the Beneficiary and for the municipal public purposes of promoting unhoused programs in the City as hereinafter set forth, under the provisions of Title 60, Oklahoma Statutes, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act, and other applicable statutes and laws of the State of Oklahoma.

ARTICLE II

BUSINESS OF THE TRUST

The Trustees of this Trust shall conduct all business and execute or authorize the execution of all instruments in the name of this Trust, and otherwise perform the duties and functions required in the execution of this Trust, and hereby authorize the Chairman and Secretary of the Authority to execute instruments on behalf of the Authority as directed by affirmative vote of the Trustees as hereinafter set forth. In conducting its business, the Trust shall work cooperatively with the City of Lawton and the departments, instrumentalities, political subdivisions and agencies thereof, to ensure full realization of the Trust's mission and purposes.

ARTICLE III

PURPOSES OF THE TRUST

The purposes of this Trust are to plan, establish, develop, improve, maintain, and facilitate the promotion of unhoused programs in the City and otherwise making unhoused programs in the City of Lawton the best of its kind in the State of Oklahoma.

The specific purposes of the Trust are:

1. To promote, create and grow programs aimed at assisting the unhoused population in the City of Lawton by administering a diverse set of services and initiatives that foster increased access to housing, healthcare, and social support systems.
2. To maintain and manage shelters, housing facilities, and other support services for individuals experiencing homelessness, ensuring that they are safe, accessible, and provide essential resources for the unhoused community.
3. To attract state and national organizations, events, and funding sources that can provide additional resources, services, and partnerships aimed at alleviating homelessness in the City of Lawton, and to build long-term relationships with local and national entities focused on homelessness solutions.
4. To foster and facilitate a healthier, more stable, and empowered unhoused population through direct participation in housing assistance programs, mental health services, job training, and other support systems that encourage long-term self-sufficiency.
5. To serve as a fair and impartial representative body responsible for the administration, management, and expenditure of public and private funds entrusted to it, ensuring that these funds are used effectively for the benefit of the unhoused population.

6. To make or cause to be made evaluations, usage estimates, plans, specifications, surveys, cost estimates, revenue estimates and any other evaluations or surveys necessary to carry out the activities and undertakings of the Trust, ensuring the efficiency and effectiveness of its programs.
7. To promote and encourage the development and activities of additional industries, businesses, and organizations both within and outside the territorial limits of the City of Lawton, Oklahoma, that will provide economic opportunities, employment, and services to benefit the unhoused population and the broader community, strengthening the economy and promoting the health, safety, and welfare of all citizens.
8. To acquire (by purchase, lease or otherwise), establish, develop, construct, enlarge, improve, extend, maintain, equip, furnish, provide, supply, hold, store and administer any and all property (real, personal or mixed), rights, privileges, immunities, benefits and any other thing of value in furtherance of the Trust purposes; to negotiate for the purchase or procurement of properties, buildings, facilities, etc. determined to be suitable in accomplishing, the Trust's purposes; to finance and refinance and to enter into contracts of purchase, lease-purchase or other interests in connection with said properties, and to comply with the terms and conditions of any such contracts; and to relinquish or dispose of its wholly owned property, rent or otherwise make provisions for properties subject to disposition by the Trust and no longer needed for Trust purposes.
9. To lease, rent, furnish or provide such property, buildings, improvements and facilities for activities and operations of the Lawton Unhoused Trust Authority.
10. To make and enter into all contracts and agreements which are, in the judgment of the Authority, necessary or incidental to the performance of its duties and the execution of its powers, and to retain engineers, architects, attorneys, accountants, construction and financial experts, and such other consultants as may be necessary in its judgment and to fix their compensation.
11. To enter into contracts with the United States of America or the State of Oklahoma or their authorities and agencies; or with the City of Lawton or other political subdivisions of the State of Oklahoma; or with corporations, individuals, partnerships, associations, joint ventures, proprietary companies or entities in connection with acquisition, construction, reconstruction, extension, improvement, leasing, purchasing and installing, equipping, maintaining, repairing, enlarging, remodeling, planning, establishing, developing, and administration of any property, improvements, buildings, equipment and facilities of every kind and nature.
12. To solicit, receive, and accept from any Federal or State agencies grants or loans for or in aid of the mission and purposes of the Trust and to solicit, receive and accept

aid or contributions of money, labor, or other valuable things from any lawful source, public or private.

13. To provide funds for the cost of financing, acquiring, constructing, leasing, equipping, maintaining, repairing, improving, extending, enlarging; remodeling, holding, storing and administering any and all aforesaid properties, improvements, buildings, equipment, facilities, and all property (real, personal or mixed) needful for executing and fulfilling the Trust purposes as set forth in this Indenture and all other charges, and in doing so, to incur indebtedness as authorized and in accordance with applicable Oklahoma law, either unsecured or secured by all or any part of the Trust Estate and its revenues.

14. To administer, manage, invest and expend funds coming into the hands of the Trustees as revenue or otherwise, for the payment of indebtedness incurred by the Trustees on behalf of the Authority for the purposes specified herein, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust Estate, and upon termination of the Trust as hereinafter provided, to distribute the rest, residue and remainder of the such funds to the beneficiary, the City of Lawton.

ARTICLE IV

DURATION OF TRUST

This Trust shall have duration for the duration of the Beneficiary or until such time as its purposes shall have been fulfilled to the satisfaction of the governing body of the Beneficiary or until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

1. The funds and property presently in the hands of the Trustees and/or to be acquired or obtained by the Trustees to be used for Trust purposes, consistent with all terms of any authorizations and agreements, including such funds as may be furnished by the governing body of the Beneficiary and other governmental and non-governmental sources.
2. Any and all leasehold rights demised to the Trust by the Beneficiary and others as authorized and empowered by applicable law.
3. Any and all money, property (real, personal or mixed), rights, choices in action, contracts, leases, privileges, immunities, licenses, franchises, benefits and all other

things of value coming into the hands of the Trustees under the provisions of this Indenture.

4. Cash in the sum of ten dollars (\$10.00) paid to the Trustees, receipt of which is hereby acknowledged by the Trustees.

ARTICLE VI

THE TRUSTEES

1. The Trustees of this Trust shall be three (3) persons. The initial Trustees are the persons identified at the beginning of this Trust Indenture and the same persons who execute this Indenture as Trustees. Succeeding Trustees will be appointed in the following manner: they will be sitting Lawton City Council Members nominated by the Mayor of the governing body of the Beneficiary. All individuals nominated to serve as a Trustee shall require confirmation by way of appointment by the governing body of the Beneficiary. The Trustees must be residents of the City of Lawton (i.e., must reside within the city limits of the City of Lawton).

2. Trustee Sherene L. Williams shall initially serve a term of one (1) year. Trustee Robert Weger shall initially serve a term of two (2) years. Trustee R.L. Smith shall initially serve a term of three (3) years. Following the expiration of the initial term of each Trustee, all appointments as Trustees shall be for a three (3) year term unless a Trustee becomes disqualified or is removed for cause under the provisions of this Indenture.

3. Upon occurrence of a vacancy in the office of Trustee, due to death, resignation, disqualification, removal or other cause, a successor Trustee shall be appointed in the same manner as the original appointments. The original Trustees and each successor in office shall be public officers and the oath of office of public officers shall be administered to all Trustees, as a condition precedent to their becoming Trustees of the Trust, by any person authorized to administer oaths in the State of Oklahoma. The oath of office of the initial Trustees and successor Trustees shall be filed in the office of the City Clerk for the City of Lawton or as otherwise provided by law.

4. No bonds shall be required of any Trustees except that any officer or employee of the Trust who handles funds shall furnish a good and sufficient fidelity bond in an amount to be determined by the Trust.

5. The Trustees of this Trust may be removed from office for cause, including incompetency, neglect of duty or malfeasance in office, by the appointing body.

6. The Trustees are hereby authorized to adopt by-laws and to amend the same from time to time. Such by-laws may prescribe requirements for meetings of the Trustees, frequency and time of meetings, duties of officers and other matters commonly prescribed by by-laws consistent with the provisions of this Indenture.

7. The Trustees of this Trust shall elect a Trustee as Chairperson of the Trust, who shall preside at all meetings and perform other duties designated by the Trustees. All action by the Trustees pursuant to the provisions of this Indenture shall be approved by an affirmative vote of at least a majority of the three (3) Trustees, unless a greater percentage is required by provisions of Title 60 of the Oklahoma Statutes cited above or other applicable law. The Trustees of this Trust shall also elect a Trustee as Vice-Chairperson of the Trust, who shall act in the place of the Chairperson during the latter's absence or incapacity to act.

8. The Trustees of this Trust shall elect a Trustee as Secretary/Treasurer of the Trust. The Trustees may also appoint an Assistant Secretary and an Assistant Treasurer who may or may not be one of the Trustees and may or may not be an officer or employee of the Beneficiary. The Secretary or Assistant Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all Trust transactions with all minutes, books and records to be on file in the office of the City Clerk of the City of Lawton. Meetings of the Trustees shall be held and conducted pursuant to the Oklahoma Open Meeting Act and all minutes, books and records will be available for inspection and copying at the office of the City Clerk as provided by the Oklahoma Open Records Act.

9. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties.

10. The Trustees may employ a Director to manage the Trust's facilities and conduct business of the Trust, who may not be one of the Trustees and who may be authorized to employ such other subordinate employees as may be deemed necessary in the discretion of the Trustees to properly fulfill the purposes of the Trust and properly operate the business of the Trust Estate, and the Trustees may fix their duties, terms of employment and compensation or delegate such authority to the Director. The Director or any other employee of the Trust shall not be a person who serves as an officer or employee of the Beneficiary. The Director and all employees hired by the Trust must pass a criminal background check as a condition of employment.

11. Bonds, notes or other evidence of indebtedness issued by the Trustees shall not constitute an indebtedness of the Beneficiary, the State of Oklahoma, or personal obligations of the Trustees of the Trust, but shall constitute obligations of the Trust payable solely from the Trust Estate.

12. The Trustees and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of their duties or in the administration of the Trust Estate; but liability for any act or omission of the Trustees in carrying out their duties or administering the Trust Estate shall extend to the whole of

the Trust Estate, or so much thereof as may be necessary to discharge such liability or obligation.

13. Notwithstanding any other provision of this Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee, or the Beneficiary, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

14. Each qualified successor Trustee shall, without any further act, instrument or conveyance, be fully vested with all the estate, properties, rights, powers, duties and obligations of his or her predecessor hereunder, with like effect as if originally named as a Trustee herein.

15. Contracts, conveyances, leases, evidence of indebtedness and all other instruments in writing of the Authority shall be executed in its name by its Chairperson or Vice Chairperson, attested by its Secretary or Assistant Secretary with the Seal of the Authority. It shall not be necessary for all Trustees to so execute such instruments, even though their names, as Trustees, may have appeared in any such instruments in writing in favor of or to the Authority.

16. The Trust shall cause to be prepared annually at the close of each fiscal year of the Authority an audit of the funds, financial affairs and transactions of the Authority. Such audit is to be certified with an unqualified opinion of a certified public accountant. Such audit shall be prepared in accordance with the standards set by the Oklahoma State Examiner and Inspector. A copy of such annual audit shall be forwarded to the Oklahoma State Examiner and Inspector and placed on file in the office of the City Clerk of the Beneficiary. Unless changed by Resolution of the Trustees, the fiscal year of the Authority shall be identical with the fiscal year of the Beneficiary. The Trust shall provide an official copy of the audit to the City of Lawton Director of Finance.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

To accomplish the purposes of the Trust, and subject to the provisions and limitations otherwise provided in the Indenture, the Trustees shall have, in addition to the powers incident to their offices and the powers granted to them in other parts of this Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them:

1. To employ a Director and such other persons as specified above as may be necessary to accomplish the purposes of the Trust, and to provide for all compensation

and benefits therefor as they deem appropriate. The Director and all employees hired by the Trust must pass a criminal background check as a condition of employment.

2. To finance, refinance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, lease, furnish, provide, supply, hold, store, operate and administer any of the facilities, property, buildings and improvements designated pursuant to Article III hereof as the Trustees shall determine necessary, and enter into contracts for the same in compliance with Title 60, Oklahoma Statutes, Section 176, as applicable.

3. To retain such architectural, engineering, and other firm or firms as the Trustees deem necessary to prepare such preliminary and detailed studies, plans, structural integrity reports, specifications, cost estimates, and feasibility reports as are required in the opinion of the Trustees, with the cost of such architectural, engineering and other services being paid out of the proceeds of the sale of bonds or from such other funds as may be available.

4. To enter into contracts for the sales of bonds, notes or other evidence of indebtedness or obligations of the Trust as authorized by the terms of this Indenture and Title 60 of the Oklahoma Statutes cited above and for such purposes may:

a. Retain a financial advisor or advisors, to advise and assist the Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing and completion of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

b. Sell all bonds, notes or other evidence of indebtedness or obligations of the Trust in whole or in installments or series and on such terms and conditions and in such manner as is prescribed by law and as the Trustees shall deem to be in the best interest of the Trust Estate; and

c. Retain and compensate bond/note counsel, paying agencies and corporate officials in connection with issuance of any such bonds, notes or other evidence of indebtedness or obligations of the Trust.

5. To enter into and execute, purchase, lease, or otherwise acquire property (real, personal or mixed), contracts, leases, rights, privileges, benefits, chooses in action or other things of value and to pay for the same in cash, with bonds, notes or other evidence of indebtedness.

6. To make and change investments; to convert real into personal property and vice versa; to lease, improve, exchange or sell its wholly owned property, at public or private sale, upon such terms as they deem proper, and to resell its wholly owned property, at any time and as often as they deem advisable; to borrow money, or renew loans to the Trust, to refund outstanding bonded indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to exchange or purchase property to and from the Beneficiary or other entities, and construct, improve, repair, extend, remodel and equip facilities thereon; and do all things provided for in Article III of this Indenture.

7. To make and perform contracts of every kind, with any firm, person, corporation, association, joint venture, trusteeship, municipality, government, sovereignty or other entity; and without limitation as to amount, to draw, make, accept, endorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage, deed of trust or otherwise upon any or all income of the Trust, in the same manner and to the same extent as a natural person might or could do.

8. To fix, demand and collect charges, rentals and fees for the services and facilities of the Trust and to discontinue furnishing of services and facilities to any person, firm or corporation, or public instrumentality other than the Beneficiary, delinquent in the payment of any indebtedness to the Trust.

9. To purchase and sell such supplies, goods and commodities as are incident to the operation of the Trust's facilities and properties.

10. To collect and receive any property, money or income of any kind or nature and distribute the same or any portion thereof for the furtherance of the authorized Trust purposes set out in this Indenture.

11. To do all acts in their judgment necessary or desirable for the proper and advantageous management, investment and distribution of the Trust Estate and the income therefrom.

12. To hold title, legal and equitable, to the property of the Trust, as such title in the Trustees is necessary for the proper execution of this Indenture.

13. To contract for the furnishing of any services or the performance of any duties that they may deem necessary and proper and pay for the same from the Trust Estate.

14. To select appropriate depositories for the funds and securities of the Trust.

15. To compromise any colorable debts or claims of or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts or claims against the Trust Estate upon evidence deemed by

the Trustees to be sufficient; to bring any suit or action which in their judgment is necessary and proper to protect the interests of the Trust Estate, or to enforce any claim, demand or contract for the Trust, and shall defend, in their discretion, any suit against the Trust, or the Trustees or employees, agents or servants thereof acting within the scope of their employment and duties; and may compromise and settle any suit or action, and discharge the same out of assets of the Trust Estate, together with court costs and attorney's fees upon order of the Court, with all such expenditures being treated as expenses of executing this Indenture.

16. To annually submit a written report on the Authority's progress in achieving its goals to the Council.

ARTICLE VIII

BENEFICIARY OF THE TRUST

1. The Beneficiary of this Trust shall be the City of Lawton, Oklahoma, under and pursuant to Title 60, Oklahoma Statutes, Sections 176 to 180.4, inclusive, as amended and supplemented, and other applicable statutes of the State of Oklahoma presently in force and effect or hereinafter enacted. The Trustor now declares this Trust Indenture shall be irrevocable from the moment it is signed and delivered to the Trustees, and that said Trustor shall thereafter stand, by himself, without any power whatsoever at any time to alter, amend, revise, modify, revoke any provisions of this Trust Indenture without the agreement of the Trustees. The Trustor does expressly reserve the right to terminate the Trust if any of the conditions in Article IX are met and/or if Council decides to terminate the Trust by a majority vote.

2. The Beneficiary shall have no legal title, claim or right to the Trust Estate, or to demand or require any partition or distribution thereof. Nor shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon the Trust Estate, nor the right to control or direct the actions of the Trustees pertaining to the Trust Estate, or any part thereof. The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided hereinafter, will the Beneficiary receive the residue of the Trust Estate.

ARTICLE IX

TERMINATION OF THE TRUST

This Trust shall have duration for the duration of the Beneficiary, and shall terminate:

1. When the purposes set out in Article II of this Indenture shall have been fulfilled to the satisfaction of the governing body of the Beneficiary; or

2. In the manner provided by Title 60, Oklahoma Statutes cited above; provided, however, that this Trust shall not be terminated by voluntary actions if there remains outstanding indebtedness or fixed term obligations of the Trust, unless all owners of such indebtedness or obligations shall have consented in writing to such termination.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust, and after payment of all debts, expenses, and obligations out of the monies and properties of the Trust Estate to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary hereunder. Upon final distribution, the powers, duties and authority of the Trustees hereunder shall cease.

IN WITNESS WHEREOF, the Trustor and the Trustees have hereunto set their hands on the day and year indicated.

_____, Trustor
Stanley D. Booker

_____, Trustee
Sherene L. Williams

_____, Trustee
Robert Weger

_____, Trustee
R.L. Smith

STATE OF OKLAHOMA)

) ss:

COUNTY OF COMANCHE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this _____ day of _____ 2025, personally appeared Stan D. Booker Sherene L. Williams, Robert Weger, R.L. Smith, known to be such persons who executed the within and foregoing instrument as Trustees and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written.

My commission expires:

_____, Notary
Commission Number:

ACCEPTANCE OF BENEFICIAL INTEREST

KNOW ALL PERSONS BY THESE PRESENTS:

That the Mayor and City Council of the City of Lawton, Oklahoma, a Municipal Corporation, hereby accepts the beneficial interest in the Lawton Unhoused Trust Authority created by the within and foregoing Trust Indenture, for and on behalf of said Beneficiary in all respects in accordance with the terms and provisions of said Trust Indenture.

ATTEST:

City of Lawton, Oklahoma
A Municipal Corporation

Stan D. Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

Timothy Wilson, Interim City Attorney