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**AGENDA - REGULAR MEETING
COWETA PUBLIC WORKS AUTHORITY
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, APRIL 7, 2025 6:00 PM**

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Chair and keep your comments as brief as possible. Individuals addressing the Trustees must identify themselves by name prior to making any comments. The Trust Authority will consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the Trust Authority have been heard.

I. CALL TO ORDER

II. ROLL CALL

Naomi Hogue ____ Harold Chance ____ Joe Cash ____ Caroline Martin ____ Randy
Woodward ____

III. CONSENT

(All matters under the "Consent Calendar" are considered by the Trustees to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from consent by request.)

1. MINUTES OF REGULAR MEETING

Approval of the minutes of the Coweta Public Works Authority Meeting held on March 3, 2025. *(Marcy Kilgore, City Clerk/Treasurer)*

IV. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT

V. ADMINISTRATION

1. RESOLUTION 2025-08 LEGAL SERVICES AGREEMENT

Discuss and consider Resolution 2025-08 to sign and approve the Legal Services Agreement retaining Fulmer Sill and McAfee & Taft for the purpose of pursuing certain legal claims against manufacturers, distributors, and potentially other third parties regarding polyfluoroalkyl substances (PFAS), Aqueous Film-Forming Foams (AFFF's) and other hazardous water contaminants causing harm to the City of Coweta, OK, and Coweta PWA.
Patrick Boulden, City Attorney

VI. NEW BUSINESS

(Business which was not foreseen prior to the posting of the agenda.)

VII. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT,
PLEASE NOTIFY CITY HALL AT LEAST 24 HOURS BEFORE THE MEETING.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
MARCH 3, 2025, 8:00 P.M.**

The Trustees of the Coweta Public Works Authority met in regular session on Monday, March 3, 2025, at 8:00 p.m. following the meeting of the Coweta City Council at the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

TRUSTEES PRESENT: Naomi Hogue, Harold Chance, Joe Cash, Caroline Martin.

TRUSTEES ABSENT: Randy Woodward.

I. CALL TO ORDER

The meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Trustees were present as shown above.

III. CONSENT

Motion by Harold Chance, second by Naomi Hogue to approve the consent calendar items:

1. Minutes of the Coweta Public Works Authority Special Meeting held on February 3, 2025.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

IV. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

V. ADMINISTRATION

1. CONSULTING SERVICES CONTRACT AMENDMENT FOR GEMT SERVICES PROGRAM

Trust Manager Julie Casteen led discussion and requested possible action related to the approval of an amendment to an agreement with Public Consulting Group, Inc. to provide professional services related to the Oklahoma Ground Emergency Medical Transportation (GEMT) program and direct the Trust Manager to execute all necessary documents.

Motion by Harold Chance, second by Naomi Hogue to approve an amendment to an agreement with Public Consulting Group, Inc. to provide professional services related to the Oklahoma Ground Emergency Medical Transportation (GEMT) program and direct the Trust Manager to execute all necessary documents.

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
MARCH 3, 2025, 8:00 P.M.**

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

**2. RESOLUTION 2025-07- SUPPLEMENTAL APPROPRIATIONS FOR
POSITION CHANGES IN THE PWA**

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2025-07, a resolution of the Trustees of the Coweta Public Work Authority; adopting amendments to the annual revenues and appropriations for the budget of the Coweta Public Works Authority, Coweta, Oklahoma for fiscal year ending June 30, 2025; appropriating unencumbered funds from the prior fiscal year in the amount of \$30,700.00 into the Utility Services fund, account number 04-5101.031, for the purpose of funding staff salaries.

Motion by Harold Chance, second by Naomi Houe to approve the adopting of Resolution 2025-07, a resolution of the Trustees of the Coweta Public Work Authority; adopting amendments to the annual revenues and appropriations for the budget of the Coweta Public Works Authority, Coweta, Oklahoma for fiscal year ending June 30, 2025; appropriating unencumbered funds from the prior fiscal year in the amount of \$30,700.00 into the Utility Services fund, account number 04-5101.031, for the purpose of funding staff salaries.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

3. ENCLOSED METAL BUILDING FOR WATER TREATMENT PLANT

Police Chief Mike Bell led discussion and requested possible action related to the approval of the purchase of an enclosed metal building for the transfer pumps at Water Treatment facility.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of an enclosed metal building for the transfer pumps at the Water Treatment facility.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

**MINUTES OF THE COWETA PUBLIC WORKS AUTHORITY REGULAR MEETING
MARCH 3, 2025, 8:00 P.M.**

4. TRUST MANAGER EMPLOYMENT AGREEMENT

Discussion and possible action related to the approval of the Amended and Restated Trust Manager Employment Agreement.

Motion by Harold Chance, second by Naomi Hogue to approve the Amended and Restated Trust Manager Employment Agreement.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

VI. NEW BUSINESS

(Business which was not foreseen prior to the posting of the agenda.)

No new business.

VII. ADJOURNMENT

Chairman Hogue adjourned the meeting at 8:06 p.m.

Naomi Hogue, Chairman

Marcy Kilgore, Trust Secretary



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Memorandum

To: Honorable PWA Chairman and Trustees

From: Patrick Boulden, City Attorney

Re: **RESOLUTION 2025-08 LEGAL SERVICES AGREEMENT**

Date: April 7, 2025

BACKGROUND

Fulmer Sill and McAfee & Taft currently represents the State of Oklahoma and about 30 political subdivisions in a PFAS/AFFF litigation and have offered to similarly represent the City of Coweta and the Coweta Public Works Authority. (PFAS are per- and poly-fluoroalkyl substances and AFFF are Aqueous Film-Forming Foams.) Generally speaking, PFAS are a group of synthetic chemicals that do not break down naturally and are accumulating in many public water systems and in surface waters across the State. This accumulation can lead to negative public health outcomes and costly remediation. The law firm's investigation has identified the City of Coweta and the Coweta Public Works Authority as eligible for compensation due to the level of PFAS detected in the surface water. Attached is a brief overview of the test results. In addition, Fulmer Sill has estimated a potential class action settlement award of \$251,313.52 for the City of Coweta.

Tuesday, April 8, 2025, is the deadline for participating in a PFAS/AFFF liability class action settlement that requires the City Council and the Coweta Public Works Authority's immediate attention and approval of an authorizing Resolution and a Legal Services Contract with Fulmer Sill and McAfee & Taft so they can meet tomorrow's April 8, 2025, filing deadline.

STAFF RECOMMENDATION

Your acting City Attorney, Patrick Boulden, recommends approval of the accompanying Resolution 2025-08 and a Legal Services Agreement retaining Fulmer Sill and McAfee & Taft for the purpose of pursuing PFAS/AFFF class action claims against potentially responsible parties.

ATTACHMENTS

1. Cowetas PFAS Contaminant Levels
2. Legal Service Agreement with Fulmer Sills McAfee and Taft
3. 250407-Resolution 2025-08 Authorizing Contracting for PFAS Attorneys

CITY OF COWETA
CONTAMINATION LEVELS

The Safe Water Drinking Act (SWDA) requires that once every five years the EPA will issue a list of water contaminants to be monitored by public water systems. The City of Coweta has been found to have a measurable level of water contamination by the Fifth Unregulated Contaminant Monitoring Rule.

Affected Water Source Contaminants: PFBA, PFHxS, PFHxA, PFPeA

Perfluorobutanoic acid (PFBA), perfluorohexane sulfonic acid (PFHxS), perfluorohexanoic acid (PFHxA), and perfluoropentanoic acid (PFPeA) are synthetic chemicals that are included in the per- and polyfluoroalkyl substances (PFAS) group. PFAS are a group of man-made compounds that do not occur naturally in the environment. These chemicals do not break down and have the ability to accumulate over time, earning them the nickname “forever chemicals”.

The City of Coweta was found to have a

PFBA level of 6.9 nanograms per liter, or parts per trillion.

PFHxS level of 5.5 nanograms per liter, or parts per trillion.

PFPeA level of 4.2 nanograms per liter, or parts per trillion.

PFPeA level of 3.3 nanograms per liter, or parts per trillion.

This level of water contamination could qualify The City of Coweta for financial compensation in the litigations against PFAS & Aqueous Film-Forming Foams (AFFF’s) manufactures and distributors. Fulmer Sill has estimated a **potential settlement award of \$251,313.52** for the City of Coweta.

This **estimate** was calculated using publicly available data. Any settlement award will be based on actual flow rate data provided by the district and is subject to attorney fees and other factors yet to be determined.

PWSID	PWS Name	Contaminant	Result (ng/L)	Health Based Ref Conc	Collection Date
OK1021509	The City of Coweta	PFBA	6.9	6	10/28/2024
OK1021509	The City of Coweta	PFHxS	5.5	N/A	12/20/2023
OK1021509	The City of Coweta	PFPeA	4.2	3	03/05/2024
OK1021509	The City of Coweta	PFPeA	3.3	N/A	12/20/2023

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, is made the ____ day of April 2025, between the City of Coweta, OK and the Coweta Public Works Authority, (the “Client”), McAfee & Taft a Professional Corporation and Fulmer Sill (collectively, the “Attorneys”).

WHEREAS, the Client believes that it has a cause of action against certain Manufacturers of per- and poly-fluoroalkyl substances (PFAS) and Aqueous Film-Forming Foams (AFFFs) and others (collectively, the “Defendants”) for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of PFAS and AFFF’s (the “Claims”).

WHEREAS, the Client represents that they are the owner of the Claims and have not assigned, modified, settled or received payment for the Claims, or entered into any prior fee agreement with any other attorney(s) with respect to the Claims.

NOW, THEREFORE, IT IS AGREED between the Client and the Attorneys as follows:

1. **Contingent Fee.** In consideration of the services to be rendered by the Attorneys in connection with the Claim against Defendants, if the Client obtains a recovery on their Claim, the Client agrees to pay Attorneys the following attorneys’ fees for the risks of prosecuting this case on a contingency fee basis:

- a. If the case is settled prior to empanelment of a jury, a sum equal to twenty-five percent (25%) of the Recovery; and
- b. If the case is settled after empanelment of a jury, or a judgment in favor of the Client is obtained, a sum equal to thirty-percent (30%) of the Recovery;

(the “Contingency Fee”). In calculating the Contingency Fee, the Recovery will first be reduced by the Costs as defined in paragraph 4 of this Agreement, and increased by any court awarded attorneys’ fees as defined by Paragraph 3.

2. **Recovery.** The term “Recovery” as used herein shall mean all sums and things of value received pursuant to any demand upon or litigation against Defendants whether said sums are received pursuant to settlement, court proceedings or otherwise.

3. **Court-Awarded Attorneys’ Fees.** If the Client recovers court-awarded attorneys’ fees, the amount awarded shall be deemed part of the Recovery. The Client understands that if they do not prevail on certain claims that may be asserted against the defendants, there is a potential for the Court to award attorneys’ fees and costs in favor of Defendants. The Client understands and agrees that any such award in favor of Defendants will be against the Client, and the Client will be solely liable to satisfy such judgment. Attorneys will not be liable for a judgment of attorneys’ fees awarded in favor of Defendants.

4. **Costs.** All necessary costs and expenses incurred in connection with the Claims, including but not limited to court costs, deposition costs, expert witness fees, witness expenses,

computer forensic expenses, e-discovery, copying, Westlaw and/or other legal research fees, settlement expenses, telephone, travel and lodging expenses of the Attorneys in connection therewith, shall initially be paid for by the Attorneys. The law firms will use reasonable professional judgment as to the necessity for the number of attorneys at formal settlement conference, pretrial conference or trial. Costs may include case specific expenses and the Client's pro rata share of any general case expenses or assessments. General case expenses are those expenses incurred in the prosecution of the Client's Claims for the benefit of the Client that may also arise for other similarly situated municipalities, counties, airport trust and other parties involved in the PFAS & AFFF's litigation. If it is determined that the Client must pay an assessment to Multi-district Litigation (MDL) proceedings for attorneys' fees, legal expenses and/or costs connected to the MDL (the "MDL Assessment"), then the MDL Assessment shall be treated as Costs under this Agreement and will be paid to the MDL prior to the calculation of the Recovery. All costs incurred by Attorneys shall be deducted from any amounts received and repaid to Attorneys before the Recovery is calculated. To the extent the Client receives an award of costs from the Court, the amount awarded shall be deemed part of the Recovery. If no Recovery is obtained, the Client will have no obligation to pay costs, unless the costs are costs awarded to Defendants by the Court on the Client's Claims.

5. **Assignment of Portion of Claim.** Client hereby transfers and assigns to Attorneys an undivided interest in Client's claims. The undivided interest hereby assigned to Attorneys by Client is equivalent to the fees, costs, and expenses, including the percentage of any Recovery, that Client, by this Agreement, promises to pay to Attorneys. The undivided interest assigned by this Agreement is a present, not an executor interest.

6. **Settlement Decisions.** All decisions relative to acceptance or rejection of any settlement offer will remain the sole discretion of the Client, provided, however, if the Client neglects to accept the Attorneys' advice on whether to accept any settlement offer, the Client agrees they will become liable for all costs incurred in said action and any attorneys' fees billed after the date the Client receive written notification from Attorneys that they should accept the settlement offer.

7. **Attorneys' Obligations.** The Attorneys agree that they will diligently institute and prosecute said action to a final determination, make all reasonable and necessary efforts to collect any judgment that may be rendered therein in favor of the Client; that they will promptly communicate to the Client any offers of compromise; and that, in the event of a judgment unfavorable to the Client, they will, if in the Attorneys' sole judgment reasonable grounds therefore exist, appeal said cause and prosecute the same to final determination. Attorneys shall staff this matter with such attorneys and legal assistants as they deem appropriate.

8. **Withdrawal.** Attorneys may withdraw from representation of Client's Claims at any time with written notice.

9. **No Guarantee.** The Client acknowledges that Attorneys have made no guarantee regarding the successful prosecution of the Claims, nor any guarantee regarding the Recovery or the type of relief, if any, which the Client may obtain therefrom. Further, the Client acknowledges that the Attorneys do not warrant or represent the validity of the Claims, the results of any action or the collectability of any judgment.

10. **Multiple Representation.** The Client understands and agrees that Attorneys may represent other clients, including governmental entities, in connection with claims against Defendants. Defendants may attempt to settle cases in groups under a matrix-type system whereby our clients are offered different settlement amounts, depending on the circumstances of different groups of clients categorized by the specific allegations of misconduct and/or severity of damages. Once settlement value under the “matrix” is determined, the Client is given the opportunity to accept or reject the settlement and/or injunctive relief being offered, within the matrix system. Defendants may also try to settle all or a portion of our clients’ cases as a group, meaning the Defendants may attempt to settle all or a portion of your Claim along with a number of other similar cases the Attorneys are handling. The allocated amount the Client will receive under any group settlement will be communicated to the Client and the Client may approve or reject participation in the group settlement. The Client agrees to the above settlement procedures. The Client also agrees that Attorneys may retain or work with other attorneys, consultants and/or experts; however, such will not increase the Attorneys fees paid by the Client.

11. **Conflict Waiver.** The Client recognizes that McAfee & Taft and Fulmer Sill are multiservice law firms that practice in multiple areas, some that deal with municipal law. The Client agrees that it will not use the Attorneys’ representation of the Client or this Agreement to assert a conflict of interest against McAfee & Taft or Fulmer Sill or members of such law firms, and hereby waives any current or potential conflict of interest that may occur in the future; provided that this waiver shall not prevent the Client from objecting to a conflict with respect to Attorneys’ representation of any defendant which the Client asserts claims against in the PFAS/AFFF litigation. The Client also acknowledges that Attorneys’ representation of clients in matters adverse to the Client will not: (i) adversely affect the relationship between attorneys and the Client relating to Attorneys’ representation of the Client in the PFAS/AFFF litigation contemplated by this Agreement; or (ii) material limit Attorneys’ representation in such matters.

12. **Preservation of Records.** The Client acknowledges, understands and is hereby notified to preserve any and all physical documents and/or electronically stored information, copies and backup, which in any may be relevant evidence to the litigation that is the subject matter of this Agreement. The Client must take all reasonable steps to preserve this information until this litigation is fully and finally resolved. Failure to take the necessary steps to preserve the information may result in serious sanctions, penalties, or other actions taken by a court under the rules of civil procedure. The Client also acknowledges and understands it must notify all pertinent individuals and take the necessary steps to comply with the duty to preserve evidence to the litigation that is the subject matter of this Agreement.

13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. **Amendments and Modifications.** The Client and the Attorneys specifically acknowledge and agree that this Agreement constitutes the entirety of their agreement and supersedes and replaces any and all prior agreements, negotiations, or discussions between them; and, that this Agreement shall not be amended, modified, or changed in any manner whatsoever

unless such amendments, modifications, or changes shall be in writing and signed by all the parties hereto.

15. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

ATTORNEYS:

CLIENT: CITY OF COWETA,
OKLAHOMA AND THE
COWETA PUBLIC WORKS
AUTHORITY

McAfee & Taft

By: Todd Court, Attorney

By: Naomi Hogue, Mayor of the
City of Coweta, and Chair of the
Board of Trustees of the Coweta
Public Works Authority

Fulmer Sill

By: Matt Sill, Attorney

RESOLUTION 2025-08

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, PROVIDING FOR THE RETENTION OF ATTORNEYS IN A CERTAIN PER- AND POLY-FLUOROALKYL SUBSTANCES (PFAS) AND AQUEOUS FILM-FORMING FOAMS (AFFF) LITIGATION.

WHEREAS, per- and poly-fluoroalkyl substances (PFASs) and Aqueous Film-Forming Foams (AFFFs) have harmed the City of Coweta, Oklahoma, and the Coweta Public Works Authority and this harm was created and exacerbated by the misconduct and illegal activities of PFAS and AFFF manufacturers, distributors, and potentially other third parties; and

WHEREAS, there is a substantial need for legal services to pursue the City of Coweta's and Coweta Public Works Authority's claims against PFAS and AFFF manufacturers, distributors, and potentially other third parties; and

WHEREAS, the Coweta City Council and Board of Trustees of the Coweta Public Works Authority believe it is in the best interests of the public to select the legal teams of Fulmer Sill and McAfee & Taft, a professional corporation to serve as counsel to prosecute this matter working under the oversight and approval of the Coweta City Council, the Board of Trustees of the Coweta Public Works Authority, and their designated officers and employees; and

WHEREAS, all fees to be paid to counsel are contingent upon the recovery of penalties, damages, attorney's fees, and costs, to be paid solely from any recovery and no attorney's fees, or costs shall be due or paid from funds of the City of Coweta, or the Coweta Public Works Authority.

NOW THEREFORE, BE IT JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY THAT:

Section 1. The Coweta City Council and Board of Trustees of the Coweta Public Works Authority, by this Joint Resolution authorize a contract with the legal teams of Fulmer Sill and McAfee & Taft for the filing of a civil suit against PFAS and AFFF manufacturers, distributors, and potentially other third parties for penalties, damages, injunctive relief, and any other remedy available by law.

Section 2. This legal action is essential to protect the interests of the City of Coweta, the Coweta Public Works Authority and is in the best interests of the public.

Section 3. All fees compensating the legal teams of Fulmer Sill and McAfee & Taft are contingent upon the recovery of penalties, damages, attorney's fees, and costs, to be paid solely from any recovery and no attorney's fees, or costs shall be due or paid from funds of the City of Coweta, or the Coweta Public Works Authority.

ADOPTED and APPROVED by the Coweta City Council and the Board of Trustees of the Coweta Public Works Authority on this 7th day of April 2025.

Naomi Hogue,
as Mayor of the City of Coweta, and
as Chair of the Board of Trustees of the
Coweta Public Works Authority

APPROVED as to form:

Patrick T. Boulden, Coweta City
Attorney; and Attorney for the Coweta
Public Works Authority

ATTEST:

Marcy Kilgore, Coweta City Clerk and
Secretary for the Coweta Public Works
Authority