

NOTICE OF SPECIAL MEETING

OF THE

CHICKASHA CITY COUNCIL and
CHICKASHA MUNICIPAL AUTHORITY

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council and Chickasha Municipal Authority of the City of Chickasha, Oklahoma, will conduct a **SPECIAL MEETINGS ON FRIDAY, JULY 31, 2026, AT 6:00 P. M.** Said meeting will be held in the Council Chambers, City Hall, 117 North 4th, Chickasha, Oklahoma.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk 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 signing is not the necessary accommodation. All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item. The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this **Special Agenda** on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 11:30 a.m. on Wednesday, July 29, 2026.

Susan M. McDaniel, CMC – City Clerk

Sworn to and subscribed before me this 29th day of July 2026.

My Commission Expires: _____

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL and
CHICKASHA MUNICIPAL AUTHORITY
SPECIAL MEETINGS

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:00 P. M.

DATE OF MEETING
JULY 31, 2026

1. Call to Order/Roll Call.
2. Discussion and Consideration:
 - a. Discussion, consideration and possible action to approve Resolution 2026-21R to approve the Legal Services Agreement retaining Fulmer 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 Chickasha Municipal Authority, The City of Chickasha, and its citizens.
3. Motion to Adjourn.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, is made the 31st day of July 2026, between the Chickasha Municipal Authority, the City of Chickasha (the “District”), and Fulmer Sill (collectively, the “Attorneys”).

WHEREAS, the District believes that it has a cause of action against certain Manufacturers of PFAS and Aqueous Film-Forming Foams (AFFF’s) 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 & AFFF’s (the “Claims”).

WHEREAS, the District 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 District 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 District obtains a recovery on their Claim, the District 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 District 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 District recovers court-awarded attorneys’ fees, the amount awarded shall be deemed part of the Recovery. The District 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 District understands and agrees that any such award in favor of Defendants will be against the District, and the District 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 District's pro rata share of any general case expenses or assessments. General case expenses are those expenses incurred in the prosecution of the District's Claims for the benefit of the District 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 District must pay an assessment to the 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 District receives an award of costs from the Court, the amount awarded shall be deemed part of the Recovery. If no Recovery is obtained, the District will have no obligation to pay costs, unless the costs are costs awarded to Defendants by the Court on the District's Claims.

5. **Assignment of Portion of Claim.** District hereby transfers and assigns to Attorneys an undivided interest in District's claims. The undivided interest hereby assigned to Attorneys by District is equivalent to the fees, costs, and expenses, including the percentage of any Recovery, that District, 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 District, provided, however, if the District neglects to accept the Attorneys' advice on whether to accept any settlement offer, the District agrees they will become liable for all costs incurred in said action and any attorneys' fees billed after the date the District 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 District; that they will promptly communicate to the District any offers of compromise; and that, in the event of a judgment unfavorable to the District, 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 District's Claims at any time with written notice.

9. **No Guarantee.** The District 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 District may obtain therefrom. Further, the District 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 District 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 District 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 District will receive under any group settlement will be communicated to the District and the District may approve or reject participation in the group settlement. The District agrees to the above settlement procedures. The District 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 District.

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

12. **Preservation of Records.** The District 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 District 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 District 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 District 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.

ATTORNEY(S):

THE DISTRICT:

Fulmer Sill

By: Matt Sill, Attorney

By:

RESOLUTION
CHICKASHA MUNICIPAL AUTHORITY
THE CITY OF CHICKASHA

RESOLUTION #
2026-21R

JULY 31st, 2026

**A RESOLUTION TO PROVIDE FOR
RETENTION OF ATTORNEYS IN
PFAS & AQUEOUS FILM-FORMING FOAMS LITIGATION**

WHEREAS, PFAS & Aqueous Film-Forming Foams (AFFF's) have harmed Chickasha Municipal Authority, the City of Chickasha and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of PFAS & AFFF's manufacturers, distributors, and potentially other third parties.

WHEREAS, there is a substantial need for legal services to pursue the Chickasha Municipal Authority, the City of Chickasha, claims against PFAS & AFFF's manufacturers, distributors, and potentially other third parties.

WHEREAS, the Chickasha Municipal Authority, the City of Chickasha selects the legal team of Fulmer Sill to serve as counsel to prosecute this matter working under the Chickasha Municipal Authority, the City of Chickasha's oversight and approval and any designees thereof.

WHEREAS, all fees to be paid to counsel are contingent upon the recovery of penalties, damages, attorney's fees, and costs. Fees shall be paid only from such recovery and no money shall be due or paid from the Chickasha Municipal Authority, the City of Chickasha's general fund or any special fund.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that Chickasha Municipal Authority, the City of Chickasha hereby authorize the filing of a civil suit against PFAS & AFFF's manufacturers, distributors, and potentially other third parties for penalties, damages, injunctive relief, and any other remedy available by law. Such legal action is essential to protecting the interests of the Chickasha Municipal Authority, the City of Chickasha and its citizens.

The Chickasha Municipal Authority, the City of Chickasha adopted the above Resolution on 31st, July, 2026.

**CHICKASHA MUNICIPAL AUTHORITY,
THE CITY OF CHICKASHA:**

On Behalf of Chickasha Municipal Authority, the
City of Chickasha

Dated this 31st day of July, 2026.

ATTEST:

Chickasha Municipal Authority, the City of Chickasha