



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA
MAY 5, 2025

723 S. Lewis Street, Room 1122B
Stillwater, OK 74074
5:30 PM

Chair Will Joyce, Vice Chair Amy Dzialowski, Trustees Christie Hawkins, Kevin Clark,
& Tim Hardin

1. Call Meeting to Order

2. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Trustees will take action on these items collectively with a single vote. The requested action is indicated for each item listed. Should a Trustee elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Trustee or the General Manager may simply ask the Chair to remove an item from the consent docket prior to action by the Trustees and no action will be taken on the removed item at this meeting.

a.	Approve April 21, 2025 meeting minutes		
b.	Approve Wartsila Master Service Agreement Seventh Amendment	SUA-25-10	Loren Smith

3. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Trustees at a regularly scheduled meeting on any item of business listed on the meeting agenda provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers.

4. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the Trustees. The Trustees may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision, or amendment.

5. Questions and Inquiries

6. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Trustees, General Manager or General

Counsel. Items of City business that may require discussion or action, including a vote or series of votes, are listed below

7. Adjourn

On May 2, 2025 at 11:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED APRIL 17, 2025 AT 5:20 P.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
APRIL 21, 2025**

PRESENT: CHAIR WILLIAM H. JOYCE, VICE CHAIR AMY DZIALOWSKI
TRUSTEES KEVIN CLARK AND TIM HARDIN
ABSENT: TRUSTEE CHRISTIE HAWKINS

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:32 p.m.

2. CONSENT DOCKET

- a. Approve April 7, 2025 meeting minutes.
- b. Approve Agreement between City of Stillwater, Stillwater Utilities Authority, and Independent School District No. 16 for sharing of the cost of replacement of an existing, leaking waterline in the new high school project area which requires replacement in connection with the project and will benefit the greater public by replacing older pipes; and approve the attached budget amendment.
- c. Approval of CREC Agreement to allow Electric Service and authorize the General Manager to sign the agreement
- d. Approve expenditures of \$350,000 for securing easements for the Lake McMurtry Raw Water Storage and Pipeline Project.

MOTION BY TRUSTEE CLARK, SECOND BY VICE CHAIR DZIALOWSKI TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

3. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. QUESTIONS & INQUIRIES

None.

6. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.
- b. Miscellaneous items from the General Manager: No report.
- c. Miscellaneous items from Trustees: No report.
 - i) Discussion about scheduling items for upcoming meetings

7. QUESTIONS & INQUIRIES

None.

8. ADJOURN

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HARDIN TO ADJOURN THE APRIL 21, 2025 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The April 21, 2025 regular meeting of the Stillwater Utilities Authority adjourned at 6:32 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: MAY 5, 2025**

Agenda Item:	2.b. SUA-25-10
Previous/Related Action:	SUA-24-21
Background/Issue:	The Stillwater Energy Center (SEC) uses three Wartsila 18V50SG engine/generators to produce electricity. The engine primary components, control system, and many of the auxiliary components are manufactured by Wartsila. The services and the majority of the parts required to keep the units reliable and operational can only be performed/purchased from Wartsila. Each purchase of services or parts requires the SUA to acknowledge and agree to pre-defined Wartsila terms and conditions, many of which are not acceptable to the SUA.
Proposal/Solution:	In order to ensure there are no delays in purchasing from Wartsila, the SUA negotiated a Master Service Agreement (MSA) in 2018 that will allow them to purchase parts and services from Wartsila using a negotiated set of terms and conditions that both parties have agreed upon. Per provisions in the MSA the agreement has been renewed annually since 2018. This is the seventh amendment which includes the original agreed upon terms and conditions.
Financial Source/Impact:	These services are necessary to ensure that the engine/generator units are properly maintained. Without proper maintenance, the risk and likelihood of extended outages and downtime significantly increases, which would have a negative effect on the capacity payment provided by GRDA.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends that the Trustees approve the seventh amendment to the Wartsila North America MSA and authorize the General Manager to sign the applicable document.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, General Manager

Attachments

1. Item 2c. Report to Trustees
2. Wartsila MSA Seventh Amendment (5.1.2025 - 5.1.2026)

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: MAY 6, 2024**

Agenda Item:	2.c. SUA-24-21
Previous/Related Action:	SUA-18-13 Master Service Agreement - Wartsila North America
Background/Issue:	The Stillwater Energy Center (SEC) uses three Wartsila 18V50SG engine/generators to produce electricity. The engine primary components, control system, and many of the auxiliary components are manufactured by Wartsila. The services and the majority of the parts required to keep the units reliable and operational can only be performed/purchased from Wartsila. Each purchase of services or parts requires the SUA to acknowledge and agree to pre-defined Wartsila terms and conditions, many of which are not acceptable to the SUA.
Proposal/Solution:	In order to ensure there are no delays in purchasing from Wartsila, the SUA negotiated a Master Service Agreement (MSA) in 2018 that will allow them to purchase parts and services from Wartsila using a negotiated set of terms and conditions that both parties have agreed upon. Per provisions in the MSA the agreement has been renewed annually since 2018. This is the sixth amendment which includes the original agreed upon terms and conditions.
Financial Source/Impact:	These services are necessary to ensure that the engine/generator units are properly maintained. Without proper maintenance, the risk and likelihood of extended outages and downtime significantly increases, which would have a negative effect on the capacity payment provided by GRDA.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends that the Trustees approve the sixth amendment to the Wartsila North America MSA and authorize the General Manager to sign the applicable document.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Stillwater Master Services Agreement Sixth Amendment 5-6-24

2. SUA-18-13-Wartsila-MSA

**SEVENTH AMENDMENT OF THE MASTER SERVICE AGREEMENT BETWEEN STILLWATER
UTILITIES AUTHORITY AND WÄRTSILÄ NORTH AMERICA, INC.**

This Seventh Amendment of the MASTER SERVICES AGREEMENT between STILLWATER UTILITIES AUTHORITY (“Purchaser”) and WÄRTSILÄ NORTH AMERICA, INC. (“Contractor”), each a “Party” and together the “Parties” (the “Seventh Amendment”) is made and entered into on May 5, 2025 (the “Effective Date”).

WITNESSTH:

WHEREAS, Purchaser and Contractor are parties to that certain Master Services Agreement, dated May 1, 2018 (the “MSA”), the First Amendment, dated March 27, 2019, the Second Amendment, dated April 1, 2020, the Third Amendment, dated April 1, 2021, the Fourth Amendment, dated April 29, 2022, the Fifth Amendment, dated April 21, 2023, and the Sixth Amendment, dated May 8, 2024.

WHEREAS, the Parties now wish to further extend the term of the MSA to extend the MSA for one (1) year to May 1, 2025; and

NOW THEREFORE, in and for consideration of the promises, mutual covenants, and agreements contained herein, and for good and other valuable consideration, the receipt, sufficiency, and value of which is hereby acknowledged, the Parties hereby agree as follows:

SEVENTH AMENDMENT TO THE MSA

1. Pursuant to Section 5 of the MSA, the Parties agree to renew the MSA for one (1) year, with the Renewal Term to commence on May 1, 2025, and to terminate on May 1, 2026, unless extended again by the Parties under Section 5 of the MSA.
2. All terms with initial capital letters that are used but not defined in this Seventh Amendment shall have the meanings ascribed to such terms in the MSA.
3. *Energy-WUS-FS Rates 01-2023*, of the Agreement is stricken in its entirety and shall be replaced with *WUS-FS Rates-USD-01-2025 as Exhibit D, Rate Schedule*, attached as Attachment A to this Seventh Amendment.
4. Except as expressly provided herein, the MSA shall remain unchanged and in full force and effect and shall not operate as a waiver of any right or privilege therein, nor shall any partial exercise of any right or privilege preclude any further exercise thereof.
5. This Seventh Amendment may be executed in several counterparts, each of which is an original, but all of which together constitute one and the same instrument.
6. This Seventh Amendment is subject to the terms and conditions set forth in the MSA, including the governing law and dispute resolution process.

IN WITNESS WHEREOF, the Parties have caused this Seventh Amendment to be executed by their duly authorized representatives, as of the date first written above, and with retroactive effects to May 1st, 2025, for all purposes, including any Materials or Services in course.

Accepted and agreed to by:

STILLWATER UTILITIES AUTHORITY
a Public Trust

WÄRTSILÄ NORTH AMERICA, INC.

Brady Moore
General Manager

Andrew Corbitt
Account Manager, Lifecycle Solutions