Stillwater OKLAHOMA
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STILLWATER UTILITIES AUTHORITY MEETING AGENDA
AUGUST 4, 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 July 21, 2025 regular meeting minutes		
b.	Approve a budget amendment to transfer funds from the SUA Water Fund to the City's Airport Fund for boring, trash/debris removal, haul-off and disposal related to relocation of water lines in connection with the Stillwater Regional Airport Terminal Building and Improvements project.		Jared Thulin
c.	Reject the bid received for SUA Bid# 26-2025 for Supply and Deliver Low Ash Gas Engine Oil - SAE 40 for the Stillwater Energy Center.	SUA-25-25	Loren Smith
d.	Approval of a sole source purchase from Advanced Control System for the SCADA system upgrade in the amount of $290,860 and authorize expenditures up to $319,946 (10% contingency) by approval of the attached budget amendment; and authorize the General Manager to sign any	SUA-25-26	Loren Smith

	applicable documents.		

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. Resolutions

   The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	RESOLUTION NO. CC-2025-20; SUA-2025-4; SEDA-2025-3: A RESOLUTION AUTHORIZING SIGNATORIES FOR DEPOSITARIES

6. Questions and Inquiries

7. 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

8. Adjourn

On July 31, 2025 at 3:45 p.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 JULY 17, 2025 AT 11:50 A.M. AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

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

PRESENT: **CHAIR WILLIAM H. JOYCE, VICE CHAIR AMY DZIALOWSKI TRUSTEES CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN**
ABSENT: **NONE**

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 7:09 p.m.

2. CONSENT DOCKET

a. Approve July 7, 2025 regular meeting minutes
b. Approve the purchase of a bucket truck from Altec available through Sourcewell in the amount of $217,260; authorize expenditures up to $240,000 (includes contingency) by approval of the attached budget amendment; and authorize the General Manager to sign any applicable documents.
c. Approve a Memorandum of Agreement with Oklahoma State University for the development of a Water Quality Management Plan for Lake McMurtry; authorize expenditures not-to-exceed $174,682 and approve the associated budget amendment; and authorize the General Manager to sign the Agreement.
d. Award Bid #25-2025 for Agricultural Haying at the Wastewater Treatment Plant to Harting Farms at $12.50/bale payable to Stillwater Utilities Authority per standard round bale of hay harvested and authorize the General Manager to sign the agreement.
e. Award Bid #16-2025 to Powell Electrical Industries in the amount of $996,523 for the purchase of Electrical Switchgear for the Lake McMurtry Raw Water Storage Project, approve associated budget amendment and authorize the General Manager to sign related documents.

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

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE 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:
    - General Manager Brady Moore announced that Chris Humes in Engineering had resigned and he thanked him for his work with the City.
c. Miscellaneous items from Trustees:
    - Chair Joyce wanted citizens to know that when an item is on the consent docket it does not mean that it was a simple and easy task. He stated that there is a lot of work that goes into the consent docket items before they are placed on an agenda.

    i) Discussion about scheduling items for upcoming meetings

7. ADJOURN

MOTION BY TRUSTEE CLARK, SECOND BY TRUSTEE HAWKINS TO ADJOURN THE JULY 21, 2025 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The July 21, 2025 regular meeting of the Stillwater Utilities Authority adjourned at 7:11 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/28/2025

Department: Water Resources **Requested by:** Jared Thulin

Explanation:

Expenditures:
Appropriate transfer of funds to the project fund for debris removal related to the relocation of public utilities in connection with the Stillwater Regional Airport Terminal Building and Improvements project. Project funded from the Water Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out	9120000 - 71000		$ 0	$ 182,104	$ 182,104
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 182,104

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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KS F:\Finance\HUB Forms\Budget Amendment Form Last Updated: 04/05/2019

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: AUGUST 4, 2025

Agenda Item:	2.c. SUA-25-25
Previous/Related Action:	N/A
Background/Issue:	Lube oil is required to keep the Wartsila engines at the Stillwater Energy Center operational. Staff is anticipating the need to spend in excess of $100,000 in FY26 to purchase lube oil. Amounts in excess of $100,000 require a competitive bid.
Proposal/Solution:	A bid solicitation was advertised in the News Press, and posted on the city's online bid portal. Bids were received as shown on the attached bid tabulation. • Only one bid was received lacking any price competition. • Lube oil that was offered by the sole bidder is not approved by Wartsila for use in our engines. For these reasons, the bid received is recommended to be rejected.
Financial Source/Impact:	Funds for this purchase are available in the FY26 O&M Budget for electric Generation and Transmission. The cost of lube oil is calculated as part of the variable operation and maintenance payment received from the Grand River Dam Authority each month.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to reject bid 26-2025.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, General Manager

Attachments

1. Bid Tabulation by Line Item Spreadsheet - 2025-07-17T101608.955

Event Number	26-2025	**Organization**	City of Stillwater
Event Title	Supply and Deliver Low Ash Gas Engine Oil -	**Workgroup**	Purchasing
Event Description	Notice is hereby given that City of Stillwater	**Event Owner**	John McClenny
Event Type	IFB	**Email**	john.mcclenny@stillwaterok.gov
Issue Date	7/5/2025 06:00:03 AM (CT)	**Phone**	
Close Date	7/16/2025 03:00:00 PM (CT)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Tulco Oils	Tulsa	OK	7/16/2025 01:56:17 PM (CT)	1	$12.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: AUGUST 4, 2025

Agenda Item:	2.d. SUA-25-26
Previous/Related Action:	
Background/Issue:	The Supervisory Control and Data Acquisition (SCADA) system's primary function is to monitor and control Stillwater Electric Utility's (SEU) substation and transmission system and to monitor power purchases from GRDA. The SEU SCADA system utilizes Advanced Control System (ACS) proprietary equipment and software, both at the control location and at the substations. The current system was installed in 2016 and needs an upgrade. This proposed upgrade is required to, improve SCADA system reliability and ensure that the SEU SCADA system is maintained on a current, supported operating system.
Proposal/Solution:	With the above stated purposes in mind, staff requested a proposal from ACS to upgrade our current system. The proposal includes replacement of the existing Hewlett-Packard (HP) Linux workstations, which are end-of-life (beyond manufacturer support), with new HP servers and workstations as well as a new supported operating system. As ACS is the manufacturer of the proprietary components of the SCADA system, they are the only vendor available to provide this upgrade, making this a sole source purchase. The total cost of the upgrade is $290,860.
Financial Source/Impact:	Funds for this purchase are available and will be appropriated from the Rate Stabilization Fund with approval of the attached budget amendment.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve the sole source purchase from ACS for the SCADA system upgrade in the amount of $290,860 and authorize expenditures up to $319,946 (10% contingency) by approval of the attached budget amendment; and authorize the General

	Manager to sign any applicable documents.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, General Manager

Attachments

1. EL - Scada Upgrade - Exp - 8.4.25 - Signed
2. Authorization-for-Sole-Source-Purchase-Minsait 250724
3. Scada Updgrade 2025 Proposal - 8-4-25

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 08/04/2025

Department: Electric Utility **Requested by:** Loren Smith

Explanation:

Expenditure:
Appropriate funds for the purchase of SCADA system upgrade.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Scada System Upgrade	9119011 - 54008	26RS03911	$ 0	$ 319,946	$ 319,946
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 319,946

Reviewed by Department Manager: Lo Smith **Date:** 08/04/2025

Reviewed by Finance: **Date:**

Approved by CMO: **Date:**

Approved by City Council: ☐ Yes ☐ No **Date:**

Processed by Finance: **Date:**

Set ID: **Date Sent to SA&I:**

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Section 4.3: Sole Source Purchases

Authority

Sole source purchases are disfavored and shall be subject to a rigid justification process. For a purchase to be considered as sole source and for exemption from the competitive bid or quote process, the Department Director must provide justification for sole source availability. Sole source availability must meet one of the following categories:

Category	Terms & Conditions	Justification
Specific make, model or brand	A purchase specific to one make, model or brand such as: • Make - Ford, Kubota, Xerox • Model – F150, Kubota MX5400, Printer #2755E • Brand – Kenmore, Carhartt, Craftsman	Describe why a specific make, model or brand is the only option available. Multiple distributors for a specific make, model or brand is not an acceptable justification.
Singular vendor of supplies and services	Research shows there is only one vendor that can fulfil the City's requirements for the specialized goods and services.	State why only one vendor is qualified to deliver the specialized goods and/or services and no alternative sources are available.
Proprietary supplier	The acquisition of additional units or equipment replacement parts for specified makes and models may be restricted by manufacturing processes or laws such as: patent & intellectual rights, custom fabrication, trade secrets, etc.	Provide verifiable information that the proprietary vendor qualifies for product protection.
Original supplier	Acquiring original vendor's supplies or services is the best value for the City. Alternative vendors may cause increase costs or delivery delays.	Provide estimated comparison costs and how those costs were derived along with how the delay would impact the City.
Purchase of resale products	Purchase of brand name items that will be used for authorized resale.	Identify the resale venue or event and department.

Purchases Under $100,000

1. Department representative completes Authorization for Sole Source Purchase form.

2. Form is routed to the Procurement Specialist for approval.
3. Upon approval, department opens requisition and attaches approved Authorization for Sole Source Purchase form.

Purchases of $100,000 or Greater

1. Department representative completes Authorization for Sole Source Purchase form.
2. Form is routed to the Procurement Specialist for approval.
3. Upon approval by the Procurement Specialist, department representative prepares an agenda item to present to the Council/Trustees at an upcoming meeting for approval.
4. Upon approval, department representative opens requisition and attaches approved Authorization for Sole Source Purchase form.

The City of Stillwater OKLAHOMA

Authorization for
Sole Source Purchase
attach approved form to requisition

City Department: Electric

Select the most appropriate reason for the sole source request:

- ○ Request for a specific make, model or brand
- ○ Authorization for a singular vendor of supplies or services
- ☒ Proprietary supplier for parts or assemblies for a specific make and model of equipment
- ○ The acquisition of supplies or services pursuant to a lawful agreement
- ○ The purchase of brand name products for resale

Provide details that justify the sole source purchase along with product or service descriptions:

The Supervisory Control and Data Acquisition (SCADA) system's primary function is to monitor and control Stillwater Electric Utility's (SEU) substation and transmission system and to monitor power purchases from GRDA. The SEU SCADA system utilizes Minsait ACS proprietary equipment and software, both at the contol center and at the substations. The current system was installed in 2016 and is in need of an upgrade. As Minsait ACS is the manufacturer of the proprietary components of the SCADA system, they are the only vendor available to provide this upgrade, making this a sole source purchase. The total cost of the upgrade is $290,860.

Describe the research methods used to determine that alternative vendors or products are not available in the open market:

Since the SCADA system and software are proprietary to Minsait ACS, no other vendors can provide an upgrade to the existing system.

Vendor's Name: Minsait ACS

Submitted By:

Printed Name	Signature	Date
Curt Schmidt	Curt Schmidt	7/24/2025

Director Review:

Printed Name	Signature	Date
Loren Smith	Lo Smith	7/24/25

Procurement Specialist Review:

☒ Confirmed ○ Declined

Signature	Date
John McClenny	7/25/25

Review Comments:

City Council Approval Date (for purchases of $100,000 or more):

minsait ACS

An Indra company

Stillwater Electric Utility

PRISM System 12 Upgrade w / Oneview

Firm Proposal

Proposal No.: PR-2505-8719

Rev.: 01

Date.: July 24, 2025

Prepared for: Lee Vardeman | lee.vardeman@stillwaterok.org

Originated by: Rob Sadler

Table of Contents

1 Introduction

Minsait ACS is pleased to present this offer in response to your request for the upgrade of the existing PRISM system. With this upgrade, Stillwater will receive Minsait ACS' newest system, PRISM 12.

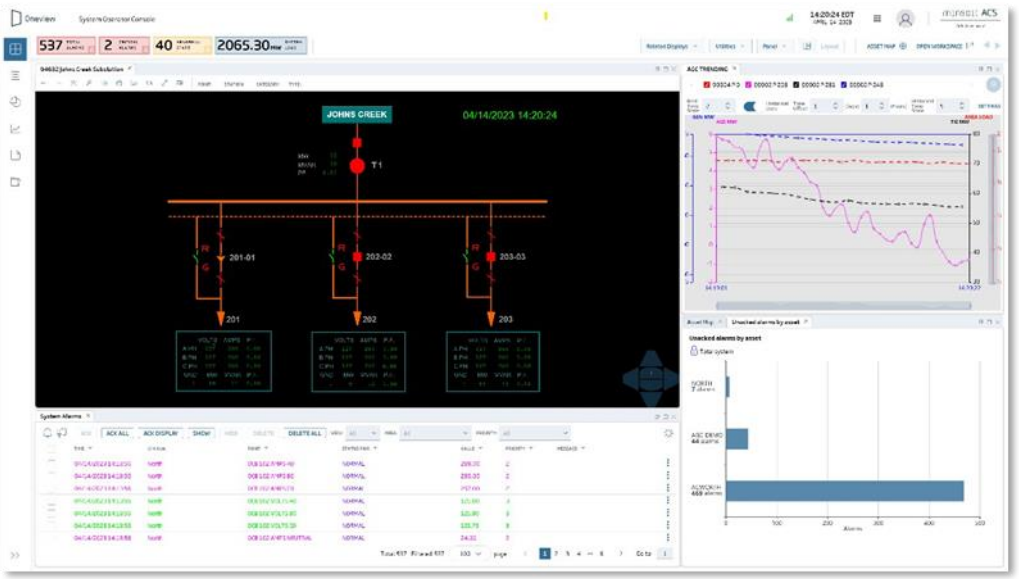
The latest version of our software includes the enhanced Oneview browser-based user interface with informative, flexible, and configurable layouts allowing each individual user east of access to information most pertinent to their role, an updated display editor, and many more improvements. The remainder of this proposal details these improvements.

We very much appreciate it that you and other staff members invest your time and effort in reviewing our proposal.

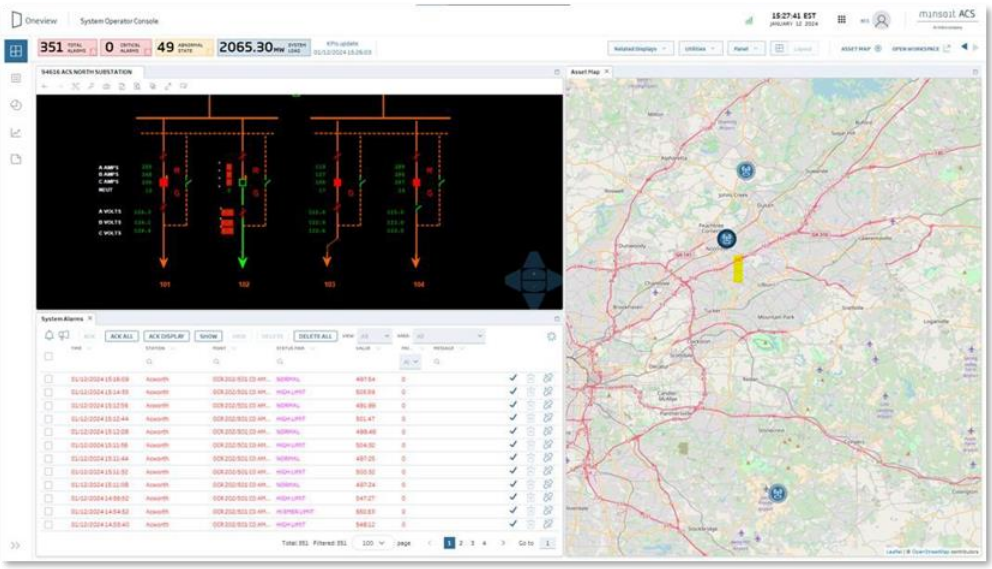
2 Solution Description

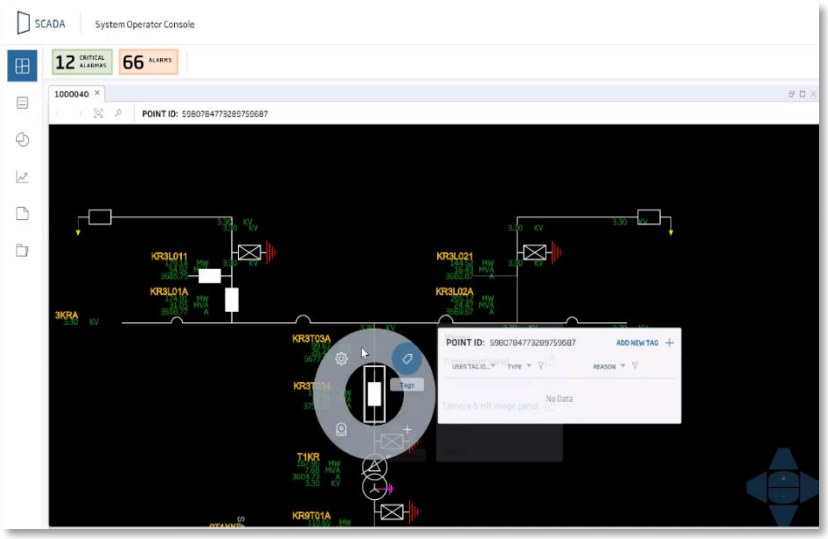
2.1 Oneview User Interface

With PRISM 12, Minsait ACS introduces Oneview, a new and intuitive user interface for system operators to access the PRISM system. Oneview is browser-based, with informative, flexible, and configurable layouts allowing each individual user ease of access to information most pertinent to their role.



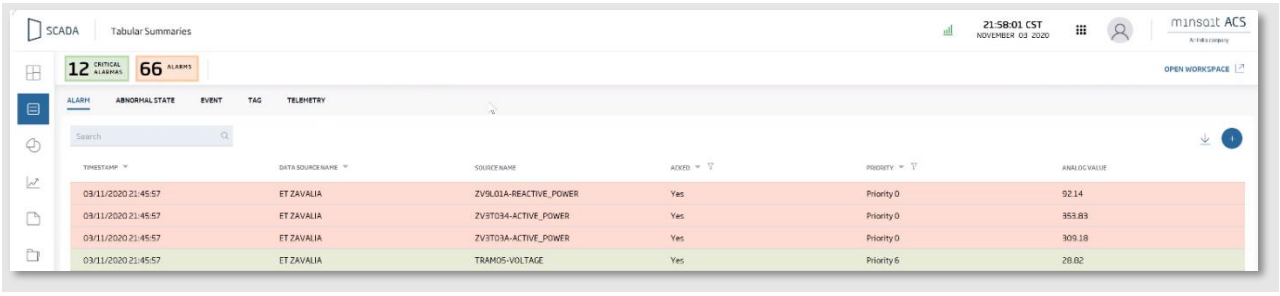
The figure above depicts a typical workspace a PRISM SCADA operator may use. The workspaces are configurable through the use of modular panels that can be added/removed, resized, repositioned, or consolidated into a user-sized portion of the workspace.





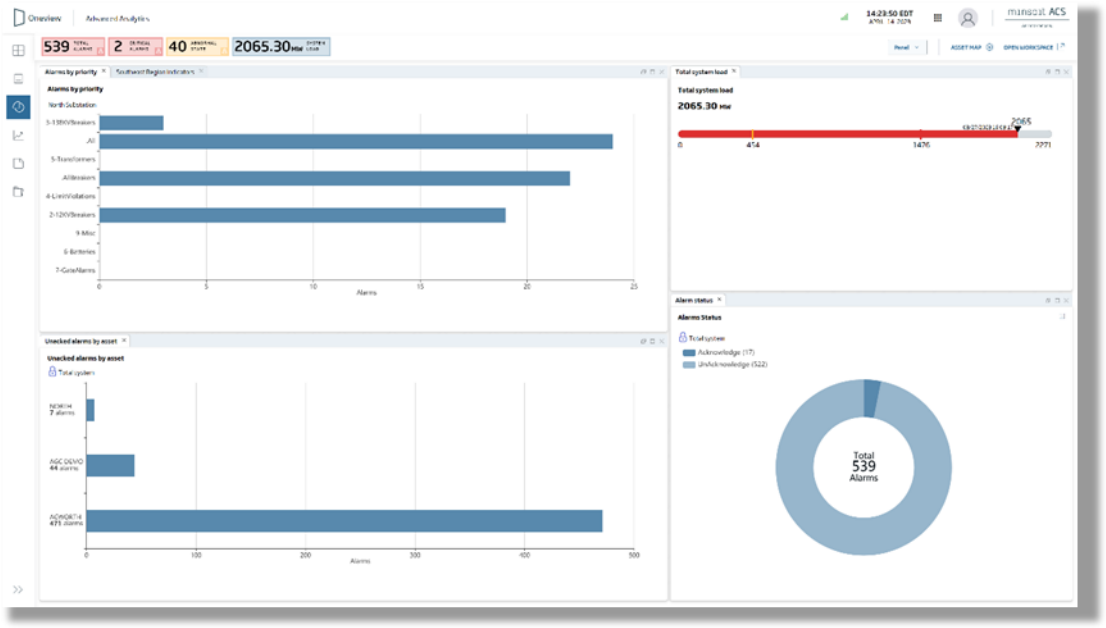
Within the display panel and when interacting with dynamic objects, Minsait ACS introduces the speed dial. The speed dial provides operators an easy way to view associated trend points, access the control dialog, add/edit tags, and view 24 hours of event history for the associated point.

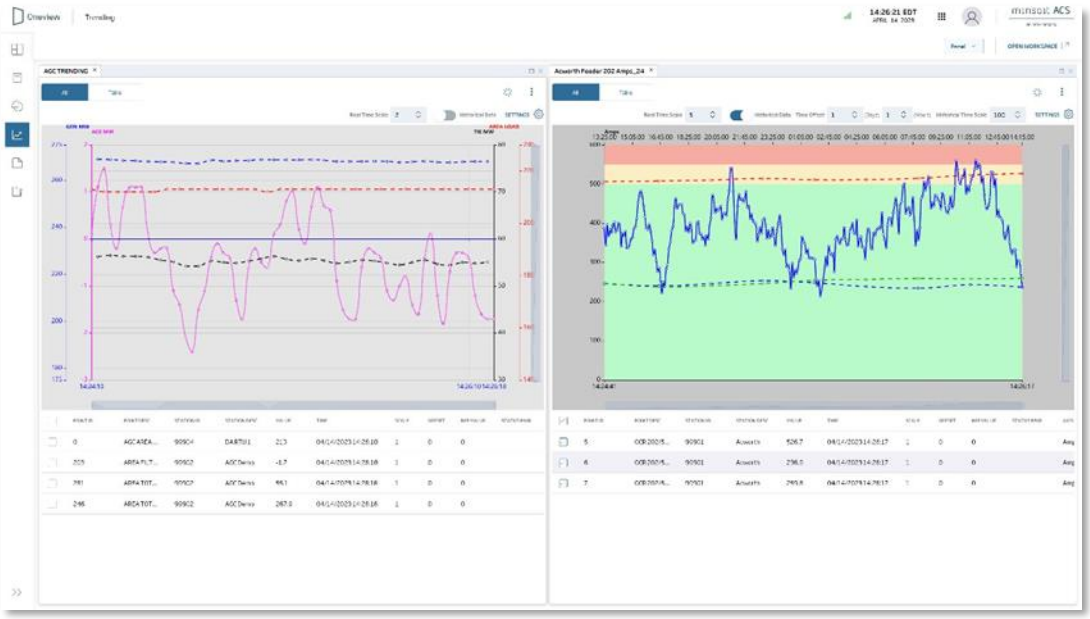
For reporting needs, the new PRISM user interface includes a tabular summaries selection that displays real-time alarm, abnormal, event, tag, and telemetry reports. Users are able to sort on, add/remove information columns from the report field, and export.



The system operator will have trending capabilities and the ability the create dynamic reports that will populate administrator defined report templates.

With the delivered system, predefined widgets within the Advanced Analytics tab allow operators an overview and user defined look at key KPIs. As with the operator workspaces, the Advanced Analytics panels can be defined, resized and saved.





2.2 PRISM Designer

For creating, editing, and duplicating the displays the operator sees and interacts with PRISM Designer is used. PRISM Designer is a powerful tool for composing and customizing your system's displays. This application has been built from the ground up, with the display creator and users in mind.

Designer is very intuitive and flexible to work with and was developed with the user in mind. One-line displays are composed in a WYSIWYG environment, and the user can open multiple displays either in a workspace or in floating containers which can be placed on different monitors.

PRISM Designer contains libraries of predefined symbols and objects that can be included in displays to represent the devices defined in the database. However, users can also create and use their own symbols and objects, and this is recommended.

PRISM Designer can open more than one drawing at a time. Each drawing will be in a separate drawing window inside the PRISM Designer window, and they can be arranged in a number of ways.

PRISM Designer supports three basic element types:

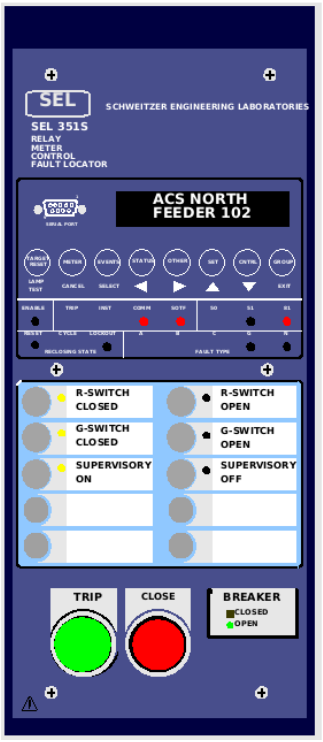
- Symbol elements – objects selected from one of PRISM Designers symbol tables or device libraries to represent the record in the display. Typically, only Status dynamic records are inserted as symbols.
- Text elements
- User-drawn graphic elements – such as a line, arc, polyline, curve, rectangular box, filled box, rounded box, filled rounded box, circle, filled circle, regular polygon, filled regular polygon, irregular polygon, filled irregular polygon, pie, and filled pie.

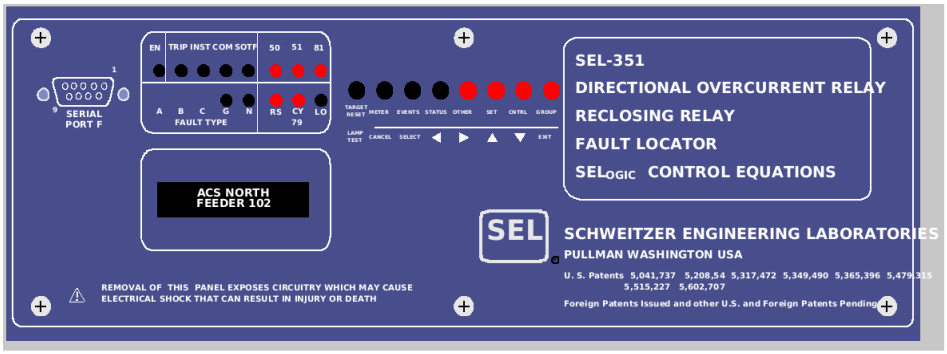
A PRISM Designer drawing is composed entirely of dynamic records. Any element inserted into the drawing area is considered a dynamic record. Each record is inserted as one of the following dynamic record types:

- Status
- Numeric
- Text
- Time

- Command
- Background

Additionally, the PRISM System supports the display and linkage of IED templates. With the use of poke points, IED displays can be used to simulate the actual actions of the IED.





With PRISM Designer, layered displays can be created with up to 64 layers on a display, and each layer can show a particular set of details in the display. Each dynamic record resides on only one layer. PRISM Designer and the user's interface program use an object's layer number and declutter level to determine whether the object displays as the view scale changes.

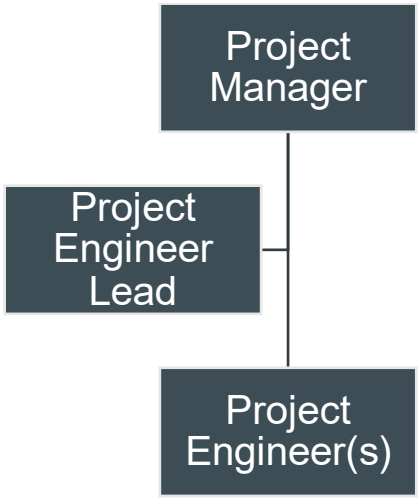
3 Project Team

The Minsait ACS Project Manager will direct a core project team to facilitate the timely and thorough implementation of all phases of the PRISM Upgrade project relating to the defined scope of supply. The Project Manager will be responsible for the coordination of all project work relating to this project, and all communication between Minsait ACS and Stillwater. Project Management activities will be based on Minsait ACS' ISO9001 Quality Assurance process which was largely derived from the Project Management Institutes standards, and include:

- Project Kickoff Meeting and Project Scope of Work definition
- Submittal and maintenance of Project Schedule
- Tracking of all project correspondence
- Submittal and tracking of all required project documentation
- Project meetings / progress reports
- Coordination of all Minsait ACS testing activities
- Coordination of all Minsait ACS commissioning activities
- Submittal of all payment milestones in accordance with the contract

3.1 Minsait ACS Project Team

Conceptually, the Minsait ACS project team is proposed as follows:



Personnel Name/Title	Overview of Responsibilities
Project Manager	Responsible for: • Coordinating and managing the business and technical activities of Minsait ACS project personnel • Executing project communications as defined within the Kick-Off Meeting and the PRISM Upgrade defined scope of work. • Creating, maintaining, and communicating a project organizational chart and contact list to include Stillwater project staff. • Preparing, communicating, and maintaining the PRISM Upgrade integrated and approved project schedule via Microsoft Project
Project Engineer Lead	Responsible for: • Overseeing the PRISM System software configuration and serving as the lead to the engineering team • Assisting the project manager with data gathering • Onsite resource for testing & deployment
Project Engineer(s)	Responsible for: • Assisting the Project Engineer Lead where possible. Depending on the tasks required, additional project engineers beyond the lead may not be necessary.

3.2 Stillwater Project Team

Minsait ACS recommends the following project team be in place for Stillwater:

Personnel Name/Title	Overview of Responsibilities
Project Manager	Responsible for: • Coordinating and managing the business and technical activities of Stillwater project personnel • Direct point of contact for Minsait ACS team. • Approving/Facilitating/Completing invoicing, project acceptance, data gathering documents, and other items requiring a signature.

Personnel Name/Title	Overview of Responsibilities
Project Engineer Lead	Responsible for: • Assisting the Minsait ACS Project Engineer(s) in data gathering and technical questions. • Onsite resource for testing & deployment

4 Required Data

Certain data is required for the upgraded PRISM system to operate in accordance with Minsait ACS' standards. The following list serves to provide Stillwater with an overview of the data required, followed by a description of who is responsible for its fulfilment. This list is designed to encompass most items, however, if during the implementation, the Minsait ACS Project engineer may require additional information not listed below.

4.1 Existing System Information

During prearranged, approved times, a Minsait ACS Project Engineer will remotely VPN into the existing PRISM System, through the Minsait ACS VPN Diagnostic router and retrieve the following information.

- System database
- Current processes running on system
- Current scripts running in system scheduler
- Current system environment variables
- SCADA profile information
- Any special applications, scripts, or Scheduled jobs running in system
- Take log of all binaries, scripts, and processes that exist on the current system

In many cases Minsait ACS can perform this work autonomously, however, if data transfer via an FTP site or other online means is not appropriate/practical (as determined jointly), a remote USB HDD(s) may be sent to Stillwater. In such a case, Stillwater is responsible for the receival, physical connection to the machine, coordination with Minsait ACS Project Engineer(s) and packing/return to Minsait ACS.

4.2 Existing System Display Information

The addition of Oneview introduces an asset map, utilizing a geographic map to graphically display the substation's physical location using Lat/Lon data. Following the project kickoff meeting, the Minsait ACS project manager will provide two spreadsheets, one for substation displays, and another for non-substation displays, in the following format:

Substation Spreadsheet:

Station Number	Station Name	Latitude	Longitude	Latitude Decimal	Longitude Decimal	Display Number	Preferred Display

Non-Substation Spreadsheet:

Station Number	Display Name	Display Number

Definition of Terms:

- *Station Number*: The Station # associated with this sub (defined in DNPnet Config and MASTERCFG.DEF)
- *Station Name*: The substation name
- *Latitude/Longitude*: The Lat/Lon of this substation. You can enter this in degrees with minutes/seconds or in degrees with decimal.
- *Display*: The display # in GOI. Multiple displays can be listed for a sub, just copy/paste the row for each different display #.
- *Preferred Display*: The primary display for the sub, will be the default display in Oneview.

Minsait ACS is responsible for the delivery of the spreadsheet. Stillwater is responsible for the completion and submittal of the spreadsheet.

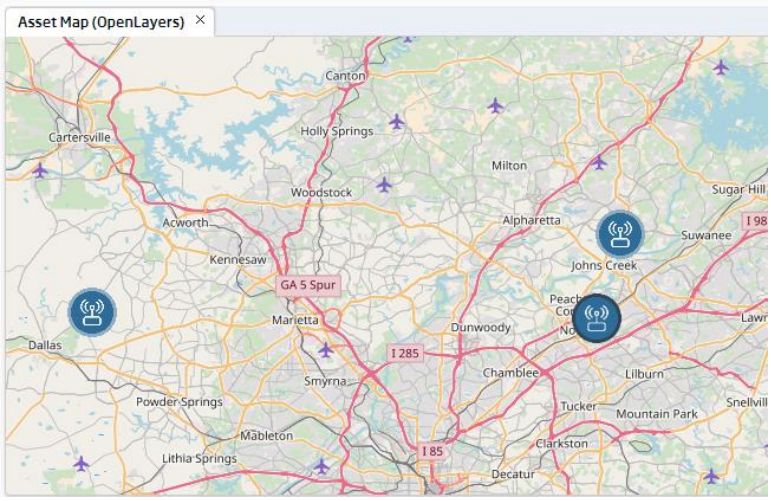


Figure 1: Asset Map

4.3 User Information

Users accessing the system require username & password combinations, as well as other items of information related to privileges, and rights for each user. The Minsait ACS project manager will provide this documentation to Stillwater's Project manager for completion and submittal. For the purposes of security, the information required is not detailed in this specification, but can be provided via a secure mechanism prior to contract execution, if requested.

4.4 Host Name & IP Address

The Minsait ACS project manager will request Stillwater supply host names and IP address for the new machines. It is recommended and assumed that this information will differ from the hostnames and IP addresses of the machines on the current PRISM System.

4.4.1 Same Network, Different IP

If the PRISM 11 system is on a network such as 192.168.21.0/24 and the PRISM 12 system is on the same network, but the existing servers had addresses such as 192.168.21.10-20 and the upgraded system has addresses such as 192.168.30-40, the risks are minimal.

4.5 SCADA Network

The current PRISM System network consists of redundant network switches at the Generating Plant and Electric Distribution Warehouse, totaling four (4) network switches, two at each site. The sites are connected via a fiber network.

Minsait ACS assumes that the Stillwater Utilities Authority is responsible for the creation and connection of the new network in which the upgraded PRISM System will reside within. As a

standard, and assumed to be in place, the network redundancy method is a loop and the switches will be configured with Spanning Tree Protocol (RSTP, MSTP, or STP).

At the onset of the project, the Minsait ACS project manager will supply a list of ports and services needed to be enabled prior to the commissioning of the PRISM System.

The following sections are to provide guidance to Stillwater on the network's creation:

4.5.1 Same Network, Different IP

The PRISM 11 system and the PRISM 12 system can coexist on the same network. The functionality of the system can be migrated from the PRISM 11 system to the PRISM 12 system in an organized fashion with minimal downtime.

There can be a problem if RTU security settings are configured and the RTUs are set to respond to a particular master at a particular address. In that case, the RTUs have to be reconfigured or some kind of Network Address Translation (NAT) has to be put in place to redirect traffic to the new server. NAT may switch all of the devices in the field at once. To switch individual devices with a NAT, the Stillwater network lead has to be tied to the migration of field devices.

4.5.2 Same Network, Same IP

If Stillwater wants the PRISM 12 system to have exactly the same IP addresses as the PRISM 11 system, that can be done for a redundant system with minimal downtime. However, the B server (presumably at 192.168.11, where the A server is at 192.168.21.10) would have to be shut down on the PRISM 11 system and the new B server would have to be installed in its place.

Stillwater would lose redundancy in the PRISM 11 system while the migration is taking place. There can be network issues if Stillwater insists on powering up the PRISM 11 B server and powering down the new B server repeatedly.

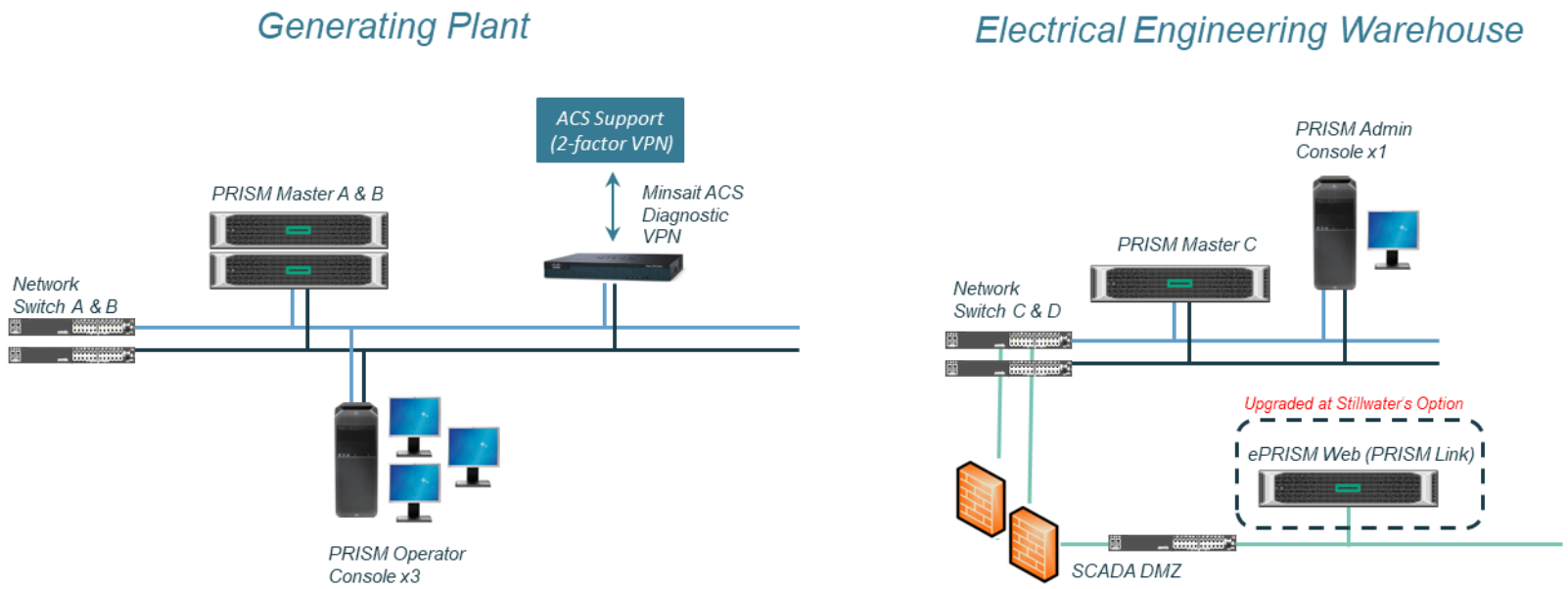
The ARP protocol may not function properly, and it can confuse the switches and other network devices in the system.

This mode of upgrading is necessary if Stillwater has RTU security turned on and there is no way to reconfigure the RTUs to point to a new address and no firewall in place for a NAT. This mode for upgrade has a significantly higher risk of downtime than using new IP addresses for the PRISM 12 system.

Keeping the same IP addresses for network devices such as switches and firewalls will require the old equipment to be removed and new equipment installed. This will result in communications outages.

5 System Architecture

The PRISM 12 system will be logically architected as follows:



6 Project Phases

6.1 Phase 1 – Project Initiation

The project initiation phase is designed to organize both internal and external stakeholders to the contracted scope of work. During this phase, the Minsait ACS project manager will introduce themselves to Stillwater and request dates to hold a project kickoff meeting.

6.1.1 Project Kick-off Meeting

The project kickoff meeting will follow the agenda below:

- Introduction of the Minsait ACS project team, followed by an introduction of the Stillwater project team.
    - Prior to the meeting, Stillwater is responsible for nominating and provide contact information over the Project Manager and Project Technical Lead.
- Minsait ACS will lead a discussion over the contracted scope of work and the necessary activities required by both parties to begin work.
- The project plan and schedule will be presented.
- Submittal to Stillwater any required information gathering forms
- Project risks will be addressed
- Billing milestones are discussed alongside Minsait ACS' invoicing system.

Upon completion of the project kickoff meeting, the PRISM Upgrade project is moved to phase 2 – Planning.

6.1.2 Oneview Self-Paced Training

During the initiation phase, the Minsait ACS project manager will request names and emails of users requiring training over the Oneview interface. The users will be set up in Minsait ACS's remote training portal and enrolled in the GOI vs, Oneview class (To be taken first), then followed up with the Oneview Self-Paced Training course.

Prior to system FAT, both course are recommended to be taken.

6.2 Phase 2 – Planning

After the project kickoff meeting, the planning stage begins with the Minsait ACS project manager taking the information from the kickoff meeting to prepare for the successful delivery of the system.

6.2.1 Minsait ACS Project Engineer Tasks

The Project Engineer will:

- Acquire needed Stillwater system data
- Scheduling a meeting for IT network professionals to discuss network addressing requirements.
- Work with Stillwater to finalize the project schedule.

6.2.2 Stillwater Responsibility:

- Provide access as needed to existing system for uploads
- Provide clarity to any questions over customizations implemented by Stillwater on the PRISM System.

6.2.3 System Network Diagram

The system network diagram, provided as a .pdf and .dwg, will be provided for Stillwater's approval. This scope of work is based on the following network configuration.

6.3 Phase 3 – Execution

The execution phase of the project is the phase in which the software is installed on the hardware and the necessary Stillwater system migrations are applied.

6.3.1 Software Installation

Once all the hardware is received at the Minsait ACS Factory, the system will be staged on the manufacturing floor.

All PRISM machines are base loaded with the PRISM Blueprint image and assigned the appropriate IPs and Host Names.

- An IT/network meeting will be held to verify the network configuration.
    - Stillwater's IT department may be required to ensure an understanding of the network environment in which at the new solution will be installed. The Stillwater Network team is responsible for the configuration of the network itself, permitted the required ACS ports and services are enabled.
- The database retrieved during the Planning phase (from external USB drive) is installed into a PRISM master and converted to new version.

- The system's existing graphic displays are migrated/converted into PRISM and installed.
- Device objects and symbol libraries are examined and updated, as necessary.
    - During the display conversion process, the Minsait ACS engineer may provide converted samples to Stillwater personnel for review and approval.
- PRISM applications are loaded and configured with Stillwater's input gathered during the Planning phase.
- Custom scripts are migrated or obsoleted as dictated by the in-depth SOW review.
- Interconnectivity of all system components will be checked and verified.
- Compatibility of hardware and software drivers will be checked and updated, if necessary
- *Option:* For the PRISM Link upgrade to ePRISM Web, Minsait ACS will install and configure the ePRISM Web server with copy of Stillwater's upgraded system data. Minsiat ACS will set up remote users on server per Stillwater permission instructions
    - For this option, Stillwater is responsible for
        - Create the provisioning a SCADA DMZ using a SCADA firewall router. Minsait ACS will provide a list of ports and services required to be open.
        - Provide access via corporate firewall to DMZ to the DMZ server as specified by ACS
        - Provide a URL that will be used for access via ePRISM Web

Once completed, the project then transitions to the Testing / Commissioning phase.

6.4 Phase 4 - Testing

Upon completion of the Execution phase, the system Factory Acceptance Test is conducted by a Project Engineer.

- The standard PRISM SCADA FAT document is modified in alignment with the statement of work.
- Tests are conducted in accordance with the FAT Document.
- Any remaining issues not resolved by the end of the FAT are to be resolved prior to shipment and incorporated into the onsite system Acceptance Test procedures.

Upon Completion of Factory Acceptance Testing, the system is turned over to the Quality, Test & Release (QTR) team for further testing. QTR testing certifies the correct version of binaries and scripts exist on the machine as dictated by the software release process.

- Security scans are conducted on the machines and remediation is addressed, as necessary.
- Shipping documentation is prepared and signed off for shipment.
- The System Acceptance Testing agenda is prepared by the project team.

6.5 Phase 5 - Delivery, Onsite Installation, and Testing

Once the system is delivered Stillwater's site.

- Stillwater will stage, network, and power the equipment. Minsait ACS is not responsible for ensuing power needs, equipment/rack space are in place for the hardware to reside within.
- Project engineers may log in prior to traveling onsite to do preliminary checks on the system such as network connectivity.

When the Minsait ACS arrives onsite the Project Engineer will:

- Use the System Acceptance Testing Scope of Work document as the commissioning plan.
- Access the delivered PRISM system and applications and begin the startup process.
- Verify the Network and field connectivity as much as possible without disturbing the existing operational system.
- Cutover the communications from the old system to the new, when approval for cutover is received by Stillwater
- Performs preliminary checks for PRISM
- The Project Manager and Engineer log issues in the Variance Tracking Sheet and maintain throughout the remained for commissioning with "system-critical" issues being prioritized.
- Remaining minor issues not completed by the end of the commissioning week are logged as "punchlist items" to be addressed separately, according to a minor issue release schedule determined by Minsait ACS..
- This punchlist is signed by the customer to log the condition of the system upon onsite departure.

Following system acceptance testing, the project will have reached "substantial completion". A project has reached substantial completion when the project is completed and usable aside for a few minor deficiencies. When the project reaches this point, the Client and Minsait ACS will collaborate on a Punch List noting any deficiencies that need to be resolved before the Client accepts the work as complete (and releases final payment). The Minsait ACS PM will capture the agreed upon items in a Provisional Acceptance Certificate (PAC) Letter which will be signed by both Project Managers. This will document the final items preventing final acceptance. Once signed, the teams will proceed to close out the open items. Upon completion of the PAC items, the Minsait ACS Project Manager will submit a Final Acceptance Certificate (FAC) Letter indicating the end of the project and will arrange for an official turnover with Customer Care.

The project then transitions to the Closeout phase.

6.5.1 Closeout

- Any remaining punchlist items are resolved remotely.
- A completion letter is signed by Stillwater and final invoicing is conducted.
- A meeting is scheduled with customer care for internal handoff. The service and support contract is commenced
- System As-Built drawings are completed, as necessary.

The closeout punchlist, created alongside Stillwater is set to be remedied according to the following issue severities.

Severity 1: Critical - system is down

The System is non-operational, users cannot access the system, the functionality is significantly decreased, or back-up or other security of data can no longer be performed. The defect affects mission-critical functions or information in the production environment and may include, but not be limited to, data loss or corruption, system crash or missing major functionality.

Duration – The system will not be cutover until a severity one issue is resolved.

Severity 2: Urgent - operations crippled

The System is operational with functional limitations or restrictions, but there is minimal business impact. Under a Severity 2 case, the defect will have a significant impact on the functionality of the application but does not require immediate release into the production environment. This condition allows continued use of the applications and systems using backup or secondary systems. Failures assigned this level cause no interruption in energy delivery/production.

Duration – The system will not be cutover until a severity two issue is resolved.

Severity 3: High - operations coping

The System is operational with functional limitations or restrictions that are not critical to the overall system operation, and the condition has a moderate impact on the functionality of the application. However, the application remains usable by all groups. A functional error exists for which there is an acceptable workaround. Defects assigned to this level cause no interruption in system availability.

Duration – A solution, including workaround (if applicable), is targeted to be provided within two weeks.

Severity 4: Low - minor impact to operations

The System is operational, with problems or errors which have minor impact on system operations. Severity 4 defects have a minor or cosmetic impact in the functionality of the

application in a production environment. Issues assigned to this level cause no interruption in system availability.

Duration – A solution, including workaround (if applicable), is targeted to be provided within four weeks.

7 Project Assumptions & Conditions

Minsait ACS has made the following assumptions/conditions for this project:

- All communications to the field are DNP3 TCP/IP (PCI will be retired)
- All networking, including but not limited to cabling, LAN/vLAN configuration, routing, firewall rule application is to be performed by Stillwater.
- Onsite time is a nine-hour day, with one hour for lunch, during normal business hours (8:00 AM to 5:00 PM)
- Existing Server KVM equipment will be reused
- Alarm printer has been retired
- All equipment racking is the responsibility of Stillwater.

8 Bill of Material

8.1 Minsait ACS Procured Hardware

Item	Qty	Description
1.1		**PRISM Master Servers**
	3	HPE DL380 G11 8SFF CTO Server Configured with: • HPE Xeon-Gold 5115 2.4GHz 10C FIO PROC • 32 GB (2 x 16 GB) RDIMM DDR4-2933 Memory • HPE Universal Media Bay • HP 9.5mm SATA DVD-RW • 1.2 TB (2 x 600GB) 12G 15K SAS SFF SC DS HDD • HPE P408i-A 12G SAS Controller • HPE SAS Cable Kit • 2 x HPE 800W FLEC Slot PLAT Power Supply • 2 x HP Power Cord • HP 2U SFF Easy Rail Kit • HP 2U CMA For Rail Kit • HP Raid 1 Drive 1 FIO Setting • Linux Installer Kit
1.2		**SCADA & Operator Workstations**
	4	HP Z2 Mini G9 Configured with: • Core i9 Processor • 16GB DDR5-4800 SODIMM Memory • 512GB HP Z Turbo Drive M.2 SSD • Nvidia T400 Graphics (4GB GDDR6, 3 x Mini DP) • 2.5 Gbps NIC port • HP 320M Wired Mouse • HP 125 Wired Keyboard • MS Windows 11
1.3		**Workstation Accessories**
	10	HP Series 5 31.5-inch FHD Monitor
	10	HP S101 Speaker Bar
	4	StarTech Mini DisplayPort to DisplayPort Adapter *The three generating plant workstations will be equipped with three monitors. The Engineering warehouse workstation will be equipped with one monitor.
1.4		**PRISM System Restore Hardware**
	3	PRISM System Restore Standard 2TB USB HDD
1.5		**New Diagnostic VPN HW**
	1	Fortinet FortiGate 60F with Advanced Threat Protection
	1	FortiGate Rack Mount Kit

8.2 System Software

Per the current Support Agreement in place, the following existing software licenses will be upgraded to the latest revision of Minsait ACS / 3rd party software at no license cost.

Item	Qty	Description
2		**PRISM Software**
	1	PRISM Master Server-based License
	2	PRISM Master Redundant System License
	0*	Distributed Database/OI Architecture - System License
	0*	Distributed Database/OI Architecture - Client License
	1	DNPnet Network Comm protocol - single node license
	2	DNPnet Network Comm protocol - Redundant node license
	1	PRISM Link**
	1	ePRISM – 10 Concurrent Users**
	7	PRISM System Restore Standard
	8	Red Hat Enterprise Linux Server

*The Distributed Database/OI Architecture – System & Client Licenses are not used within PRISM 12 configurations and will not be installed/configured on the upgraded system. Following system acceptance, the software will be removed from the in-effect support agreement.

**PRISM Link and ePRISM – 10 Concurrent Users will be upgraded if Stillwater elects to upgrade to ePRISM Web, as detailed in the Options.

9 Pricing

The price for the proposed PRISM System Upgrade is as follows:

Item(s)	Description	Price
1	System Hardware	$57,965
2	System Software (covered under Support Agreement)	N/C
3	Minsait ACS Project Services	$203,115
	Total Price	**$261,080**

All pricing above is based on a standard ACS configuration and is defined under the following conditions.

- Firm, in USD, for the validity of the Offer
- All taxes are excluded from price
- Prices quoted are F.O.B. Stillwater, Oklahoma
- Limited to the Scope of Supply
- All optional pricing presented in Appendix B is only valid if purchased concurrently with PRISM System Upgrade.
- All travel and living expenses are included within the proposed price for the onsite period.

10 ePRISM Web Upgrade Option

For the PRISM Link upgrade to ePRISM Web, Minsait ACS will install and configure the ePRISM DMZ server with copy of Stillwater's upgraded system data. Minsait ACS will set up remote users on server per Stillwater permission instructions

- For this option, Stillwater is responsible for
  - Create the provisioning a SCADA DMZ using a SCADA firewall router. Minsait ACS will provide a list of ports and services required to be open.
  - Provide access via corporate firewall to DMZ to the DMZ server as specified by Minsait ACS
  - Provide a URL that will be used for access via ePRISM Web

10.1Bill of Material

Item	Qty	Description
1.1	1	**ePRISM Web Server** HPE DL380 G11 8SFF CTO Server Configured with: • HPE Xeon-Gold 5115 2.4GHz 10C FIO PROC • 32 GB (2 x 16 GB) RDIMM DDR4-2933 Memory • HPE Universal Media Bay • HP 9.5mm SATA DVD-RW • 1.2 TB (2 x 600GB) 12G 15K SAS SFF SC DS HDD • HPE P408i-A 12G SAS Controller • HPE SAS Cable Kit • 2 x HPE 800W FLEC Slot PLAT Power Supply • 2 x HP Power Cord • HP 2U SFF Easy Rail Kit • HP 2U CMA For Rail Kit • HP Raid 1 Drive 1 FIO Setting • Linux Installer Kit
1.2	1	**PRISM System Restore** PRISM System Restore Standard

Per the current Support Agreement in place, the following existing software licenses will be upgraded to the latest revision of Minsait ACS/ 3rd party software at no license cost.

Item	Qty	Description
2		**PRISM Software**
	1	PRISM Link (PRISM DMZ)
	1	ePRISM – 10 Concurrent Users
	1	Red Hat Enterprise Linux Server, Premium

10.2 Option Pricing

Item(s)	Description	Price
1	System Hardware	$11,005
2	System Software (covered under Support)	N/C
3	Minsait ACS Project Services	$18,775
	Total Price	**$29,780**

11 Terms and Conditions

The terms and conditions governing this offer are set forth in Attachment A – General Terms and Conditions of Sale – Stillwater, OK.

11.1 Terms of Payment

Minsait ACS will invoice in accordance with the payment milestone(s) described below. Payments not received within this period will be subject to interest charges. Any options, if selected, will be invoiced according to the same milestones.

Milestone	System HW & SW	Project Services
Completion of Project Kickoff Meeting & Approval of Schedule	50%	0%
Receipt of Hardware at Minsait ACS Factory	50%	20%
Conversion of Database and Displays	0%	20%
Completion of In-House Factory Acceptance Test	0%	35%
Shipment of System	0%	15%
Completion of Project (Provisional acceptance)	0%	10%

12 Delivery

The delivery is expected to be approximately 4 months after the project start date, subject to further agreements.

Purchase orders need to include the Minsait ACS Offer Number, the Minsait ACS Terms of Payment (as stated in section 10.1 of offer), and the Customer's Billing and Shipping Information.

All purchase orders should be sent to the address below.

Minsait ACS, Inc.
7000 Central Pkwy., Sandy Springs, Georgia 30328
Attn: Order Entry Team
Email: ACSOrderEntryTeam@acspower.com

13 Validity

This Offer is valid for a period of 30 days from the date of this offer.

14 Exclusions from Offer

The following points must be considered as explicitly excluded from the offer:

- Any equipment or service not explicitly mentioned in this offer

15 Supporting Documentation

Attachment A – General Terms and Conditions of Sale – Stillwater, OK

minsait ACS An Indra company	Contractual Document	Document Nr.	SOP 93CD 1SOK
	Systems and Products	Issue Date	5/15/2009
	General Terms and Conditions of Sale - Stillwater, OK	Revision Date	7/24/25

Definitions.
ACS: ACS means **Minsait ACS, Inc.**, an Indra company together with its affiliate companies.
ACS Software: means the Object Code versions of the baseline computer software programs developed by or for ACS. ACS Software does not include, and this Agreement does not grant Licensee a license to the Source Code for ACS Software.;
Contract: Specific contract between purchaser and ACS, Purchase Order from Purchaser to ACS.
General Terms and Conditions of Sale: The legally binding terms applicable to sale of product and services from ACS.
Product: Any ACS designed and manufactured RTU product or part. (i.e. NTX);
System: Any ACS deliverable involving project delivery of ACS or Third Party Software (i.e. PRISM);
Third-Party Software: means Object Code versions of the computer software programs licensed by ACS from third parties and sublicensed to Licensee. Third-Party Software does not include, and this Agreement does not grant Licensee a license to the source code for such Third-Party Software.;

The following terms and conditions of sale shall apply to any sale of goods and services by Advanced Control Systems, Inc. (hereinafter called "ACS"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five days from the date hereof deliver to ACS written objection to said terms and conditions or any part thereof.

Applicability. These General Terms and Conditions of Sale apply to all Systems supplied ("Deliverables") by Advanced Control Systems, Inc. (ACS) under any quote, purchaser order or other related order by Purchaser.

Agreement. Any acceptance of a Contract is limited to acceptance of the express terms in the Contract and these General Terms and Conditions of Sale. Any proposal for different terms by Purchaser to vary any terms of the Contract is hereby rejected. Any deviations from these terms in other Contract documents are superseded by General Terms and Conditions of Sale.

Documents. Unless otherwise agreed to, brochures, catalogs and other marketing materials are not binding. Designs, drawings, technical documentation and data contained in software or other electronic or paper medium are binding insofar as they form an integral part of this Contract. ACS retains all rights to designs, drawings, documents, technical documents and software. Purchaser acknowledges these rights and shall not make such designs, drawings, documents and software available to any third party, either in whole or part, nor use them for any purposes other than the agreed purposes without prior written consent of ACS. If the Deliverables includes software, Purchaser is hereby granted the non-exclusive and non-transferable right to use the software for the agreed purpose subject to any other license agreement to which Purchaser may become a party.

Title and risk. Unless otherwise agreed, risk of loss shall immediately pass upon delivery of any of the Deliverables. Notwithstanding the same, ACS shall retain title of the Deliverables until receipt of full payment from Purchaser.

Delivery. The Purchaser shall inspect the Deliverables within two (2) days of receipt on Purchaser's premises and shall immediately notify ACS of any defects. If Purchaser fails to notify ACS of the same, within two (2) days delivery of conforming goods will be deemed to have occurred.

Acceptance. Acceptance of the System shall be deemed to have occurred if Purchaser puts the System to use or agrees to acceptance.

Cancellation. ACS may cancel this Contract for breach of any provision of this Contract by Purchaser.

If ACS cancels or intends to cancel this Contract, it shall immediately inform Purchaser and thereafter, ACS shall be entitled and Purchaser shall pay to ACS for all Deliverables (all accumulative actual costs) which have already been produced or delivered to Purchaser.

Prices and Payment. All prices are net US Dollars. Any and all additional costs, such as freight, insurance, export fees, transportation, import and other permits or certifications shall be borne by Purchaser. Where applicable, taxes, including without limitation value added tax, levies, fees, income, sales or any other taxes shall be borne solely by Purchaser. Any exchange rate risk is borne by the purchaser. Purchases which apply to shipments and/or services will be made at the time of occurrence with payment due upon receipt of the invoice.

Expedited Delivery. Any request for expedited delivery shall incur a premium charge to Customer which shall be addressed on a case by case basis for determination of the applicable premium for such delivery.

Product Returns. Product returns are accepted by ACS under the following conditions: (i) Deliverables must have never been installed and returned in their original packaging; (ii) Customer has obtained and included a return authorization number from ACS; (iii) all expenses associated with the return are borne by Customer including all freight, handling, insurance and other applicable charges; and (iv) Customer pays a minimum restocking fee on the returned Deliverable of twenty five percent (25%).

Confidentiality. ACS and Purchaser shall consider all information furnished by each other to be confidential and neither party shall disclose any such information to any other person or use such information for any purpose other than performing its obligations under this Contract. Provided however that ACS understands and acknowledges that Purchaser is a governmental entity subject to the Oklahoma Open Records Act and therefore cannot assure the confidentiality of contract terms or other information provided by ACS pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.

Change Orders. The parties may agree to make additions, deletions, or other revisions by written Change Order without invalidating the Contract. Any and all Change Orders shall be agreed by both parties and set forth in writing signed by both parties.

Warranty. ACS warrants its System to be free from defects in materials and workmanship for a period of 12 months from the date of shipment. Notwithstanding the foregoing, the following deliverables shall be free from defects in materials and workmanship as follows: (1) System upgrades are warranted for a period of 12 months from the date of shipment; (2) ACS warrants to Licensee that the ACS Software will perform without Documented Defects ("ACS Software Warranty") for a period three months following delivery of the ACS Software to Licensee (the "Warranty Period"). Warranties related to any Third-Party Software and hardware shall be subject to OEM's terms; (3) Services are provided on an "as is" basis. ACS's warranty shall not apply to (i) any Deliverables damaged by misuse, neglect, or accident caused by Purchaser or its agents, contractors, employees or the like; (ii) any event of Force Majeure (as defined herein); or (iii) any Deliverables which have been improperly installed, operated, maintained, repaired, or modified, by persons other than ACS, its employees, or subcontractors. Should any information or documentation provided by Purchaser be inaccurate and the same leads to a defect in materials and workmanship, the warranty shall be void.

ACS repairs provided under warranty may utilize, after being tested to a standard consistent with ACS performance and quality requirements, refurbished parts. Upon usage, such parts shall be clearly labeled as "refurbished".

ACS warrants its NTX produced product line, to only include the NTX-20, NTX-200, NTX-220, NTX-240, NTX-260, NTX-U20 & NTX-U57, to be free from defects in materials and workmanship for a period of 10 years for all NTX series and their respective modules from the date of shipment. This warranty only applies to ACS manufactured NTX products and is governed by the following guidelines: Repairs shall be warranted for an additional period of ninety (90) days from the date of shipment or for the duration of the original warranty, whichever is greater, Customer is required to obtain an RMA from ACS prior to the return of any part or product, Customer shall be solely responsible for shipping and returning the repaired product to ACS for repair or replacement in accordance with warranty terms and conditions outlined herein. ACS reserves the right to substitute refurbished parts and components for any and all repair work, ACS reserves the right to utilize refurbished products as replacements.

The Warranties for the NTX product line set forth herein are the only warranties made by ACS in connection with the specified NTX products. ACS cannot and does not make any implied warranties with respect to the product line, and disclaims all other warranties, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Product line sold by ACS is sold only to the specifications specifically set forth by ACS in writing. Other than the limited warranty set forth herein, ACS makes no other warranties, express or implied. ACS' sole obligation under this warranty shall be repair or replacement of nonconforming specified NTX products, or at the option of ACS, return of the product and a refund of the purchase price. Buyer assumes all risk whatsoever as to the result of the use of the products purchased, whether used singularly or in combination with any other products or substances.

DISCLAIMER OF WARRANTIES FOR NTX PRODUCT LINE. ACS' specified NTX Products must be stored, handled, installed, used and maintained in accordance with instructions provided by ACS, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the ACS User Manual are available from ACS. This WARRANTY does not cover defects caused by: 1) Non-compliance with ACS' User Manuals. Such Failures include, but are not limited to, [exposure to physical abuse, including, but not limited to extreme climate conditions, chemical abuse, (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold) or misuse]; 2) Improper storage, installation, handling, use and/or fabrication of the product; 3) Damage not resulting from manufacturing defects that occur while the product is in the customer's possession;
4) Unreasonable or unintended use of product; 5) Products installed with known or visible manufacturing defects at the time of installation, including, but not limited to physical damage, products not properly marked and/or identified as the product required; 6) Failure or dissatisfaction with the appearance of the product.

OTHER THAN THE PRECEDING LIMITED WARRANTY, ACS DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMTIED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER ASSUMES FULL RESPONSIBILITY FOR THE SELECTION, POSSESSION, PERFORMANCE AND USE OF THE DELIVERABLES.

Limitation of Liability. THE LIABILITY OF ACS ARISING FROM THE SUPPLY OR USE OF THE DELIVERABLES, WHETHER IT ARISES UNDER WARRANTY OR OTHERWISE, SHALL BE LIMITED SOLELY TO CORRECTING THE DEFECTS OR PROVIDING REPLACEMENT PARTS TO THE PURCHASER FOR THE PERIOD OF THE WARRANTY. IN NO EVENT SHALL ACS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR LIKE DAMAGES, SUCH AS, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR DELIVERABLES, LOSS OF PROFITS OR REVENUE, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTIONS. THIS LIMITATION OF LIABILITY CLAUSE WILL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT STATEMENT IN ANY OTHER CONTRACT DOCUMENTS. Provided however that ACS understands and acknowledges that Purchaser, Stillwater Utilities Authority, is a public trust created and operating under the constitution and laws of the State of Oklahoma and therefore may lack the capacity to enter into agreements to limit the liability of a vendor or third-party and to the extent the constitution or laws of the State of Oklahoma prohibit limitation of liability then said limitation of liability clause shall be null and void.

Force Majeure. If a Party is or will be prevented from performing any of its obligations under this Agreement by a Force Majeure event, then it shall give written notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations the performance of which is or will be prevented. The Party shall, having given notice, be excused performance of such obligations for as long as such Force Majeure prevents it from performing them. "Force Majeure" includes but is not limited to storms or floods, lightning, tornadoes, hurricanes, earthquakes, solar storms and other forces of nature, wars, hostilities, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, commercial embargoes, epidemics, fires, explosions, and actions of a governmental instrumentality that were not requested, promoted, or caused by the affected party, labor disorder or strike by persons other than the Purchaser's or ACS's personnel and other employees of Purchaser, ACS and subcontractors.

General. If any provision of these General Terms and Conditions of Sale is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This document and all appendices attached hereto constitute the entire understanding between the Parties and may only be amended or modified by a writing signed by a duly authorized representative of each party. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (y) Document general terms and conditions; (z) the appendices. This document may be executed by facsimile or electronic mail. This Document may be signed in any number of counterparts. This Document replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein. This Document shall be binding upon and inure to the benefit of the successors and assigns of ACS and Purchaser. Purchaser shall not assign any rights or obligations under this Document without the express written authorization of ACS.

Choice of Law, Interpretation. This Agreement shall be deemed to be made in the State of Oklahoma and governed and construed in accordance with the laws of the State of Oklahoma without giving effect to its conflicts of laws to the extent such laws would require the application of the laws of another jurisdiction.

RESOLUTION NO. CC-2025-20; SUA-2025-4; SEDA-2025-3

A RESOLUTION AUTHORIZING SIGNATORIES FOR DEPOSITARIES

WHEREAS, pursuant to Section 2-584 of the Stillwater City Code, signatories must be appointed to sign warrants and other obligations of the City on any and all financial accounts at any and all depositories; and

WHEREAS, the City of Stillwater has experienced personnel changes; and

WHEREAS, the duties of the City Manager as set forth in the Charter and Code require that the incumbent or designees have the capability to disperse funds.

NOW THEREFORE BE IT RESOLVED BY THE STILLWATER CITY COUNCIL, THE STILLWATER UTILITIES AUTHORITY TRUSTEES, AND THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY TRUSTEES that the following individuals are hereby declared and authorized as signatories for the entities of the City of Stillwater and the public trusts as referenced below:

City of Stillwater:
Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy
Jody Dietel (Cafeteria Plan only)
Richard Fisher (Workers Compensation account only)
Jim Graflund (Workers Compensation account only)

Municipal Court:
Brady Moore
Christy Cluck
Lisa Burley
Teresa Kadavy

Police:
Christopher Hassig
Cody Manuel
Shawn Millermon

Stillwater Utilities Authority:
Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy

Stillwater Public Works Authority:
Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy

Stillwater Economic Development Authority:
Brady Moore
Christy Cluck
Jared Thulin

Teresa Kadavy

APPROVED AND PASSED this 4th day of August, 2025.

CITY OF STILLWATER

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK

STILLWATER UTILITIES AUTHORITY

_____
WILLIAM H. JOYCE, CHAIR

(SEAL)

ATTEST:

_____
TERESA KADAVY, SECRETARY

STILLWATER ECONOMIC DEVELOPMENT AUTHORITY

_____
WILLIAM H. JOYCE, CHAIR

(SEAL)

ATTEST:

_____
TERESA KADAVY, SECRETARY

APPROVED AS TO FORM AND LEGALITY ON THIS this 4th day of August, 2025.

_____
KIMBERLY CARNLEY, CITY ATTORNEY/GENERAL COUNSEL