



Engineering Memorandum

June 11, 2026

RE: June 16, 2026 Commission Meeting

GEVO, INC. – 3RD PARTY FEASIBILITY STUDY AGREEMENT - REUSE WATER FEASIBILITY STUDY (202617)

For your consideration is a Third-Party Feasibility Study Payment Agreement with Gevo, Inc. (Gevo) to support the City-managed Reuse Water Pipeline - East Feasibility Study, Project 202617.

The agreement establishes Gevo's payment obligation for City-approved feasibility study costs, not to exceed \$200,000. The City will retain full control of consultant selection, contract negotiation, scope administration, review of work, acceptance of deliverables, and use of the final feasibility study for public purposes.

Major project and study considerations include:

- A proposed reuse-water pipeline generally extending from the City of Dickinson Wastewater Reclamation Facility east to the Richardton area.
- Approximate pipeline length of 22 miles and anticipated pipe size in the range of 18 inches to 24 inches.
- Reuse water availability of approximately 1,500 gpm, to be validated.
- Available storage capacity of approximately 90 million gallons, representing a 30-plus-day reserve.
- Evaluation of a potential multi-community sanitary system serving Richardton, Taylor, and Gladstone.
- Planning-level cost information, subject to refinement through the study.

The anticipated feasibility study scope includes evaluation of:

- Route alternatives and corridor constraints.
- Hydraulic capacity, pumping, pressure requirements, and storage assumptions.
- Easement and right-of-way needs.
- Highway, railroad, stream, wetland, and utility crossings.
- Constructability, access, phasing, and operational considerations.
- Environmental and cultural-resource considerations.
- Phase cost, total installed cost, cost-estimate methodology, and preliminary implementation schedule.
- Alternatives evaluation, risk register, route maps, hydraulic calculation summaries, GIS files generated for the study, and meeting minutes, as applicable to the final negotiated scope.



The agreement also confirms the following important limitations:

- The consultant will be under contract with the City, unless otherwise expressly approved by the City in writing.
- Gevo may provide information or comments through the City, but may not direct the consultant's work or alter City-approved scope, schedule, assumptions, conclusions, or recommendations.
- The study is for feasibility-level planning only and does not authorize construction or obligate the City to proceed with design, permitting, financing, bidding, easement acquisition, or construction.
- The agreement does not grant Gevo a procurement preference, exclusive right, utility service right, permit, land-use approval, easement, capacity reservation, rate commitment, construction commitment, or approval of any future project.
- Any future project authorization would remain subject to applicable law, City approvals, funding, permitting, easement acquisition, and separate agreements, if required.

The agreement is structured to allow the City to invoice Gevo as consultant invoices are received and approved by the City, or on another mutually agreed schedule. Undisputed amounts are due within 30 days after Gevo receives the City invoice.

The City Attorney has reviewed the agreement.

The City Engineering staff recommend approval.