



**PRELIMINARY AGENDA
CITY COMMISSION
JULY 21, 2026
ED “BOSH” FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM**

The public may access the LIVE meeting at:

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Dial: +1 312 626 6799

Web: <https://us02web.zoom.us/j/82129451941>

The City of Mandan is encouraging citizens to provide their comments for agenda items via email to info@cityofmandan.com. Please provide your comments before Noon on the day of the meeting. Include the agenda item number your comment references. Comments will be forwarded to the Commissioners and appropriate departments.

A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Construction Project Updates

D. PUBLIC COMMENT

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider approval of the July 7, 2026 Board of City Commission Meeting Minutes
2. Consider approval of the July 10, 2026 Board of City Commission Special Meeting Minutes

G. PUBLIC HEARING

H. BIDS

I. CONSENT AGENDA

1. Consider renewing water line connection agreement with MDU
2. Consider approval of monthly bills
3. Consider approval of a raffle permit for Friends of Hope Manor
4. Consider Flex PACE letter of support for financing of mixed-use shop condominiums with major improvements for Badlands Property LLP
5. Consider 2026 budget amendment transferring funds from vacant personnel positions to office furniture
6. Consider approval of a gaming site authorization for Development Homes, Incorporated at Powerhouse Bar & Grill/501 Bar & Grill from July 22, 2026 to June 30, 2027

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider the updated Change Order Policy for the Engineering Department

L. RESOLUTIONS AND ORDINANCES

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - Tuesday, August 4, 2026 at 5:30 p.m.
 - Tuesday, August 18, 2026 at 5:30 p.m.
 - Tuesday, September 1, 2026 at 5:30 p.m.

O. ADJOURN

Departmental planning meeting will be held the Monday prior to the Commission meeting, all Commissioners are invited, noon, Veterans' Conference Room. Please notify the city administrator by 8:30 a.m. that Monday if you plan on attending. If more than two commissioners plan on attending, proper public notice must be given.

The Mandan City Commission met in regular session at 5:30 PM on July 7, 2026 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Heidi Belohlavek, Mike Braun, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, Finance Director Welch, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, Police Chief Ziegler, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Communications Specialist Schmidt, CIS Manager Mischel, Administrative Assistant Newman, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Construction Project Updates.* City Engineer Wigness presented.
2. *Quarterly Employee Anniversary Recognition.* Human Resources Director Berger presented.
3. *July 4 Festivities Recap.* Mandan Progress Organization Executive Director Matt Schanandore presented.

D. PUBLIC COMMENT There were no public comments received prior to the start of the meeting.

E. APPROVAL OF AGENDA Commissioner Heinsohn moved and Commissioner Braun seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

F. MINUTES

1. *Consider approval of the June 16, 2026 Board of City Commission Meeting Minutes.* Commissioner Belohlavek moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.
2. *Consider approval of the June 30, 2026 Board of City Commission Potential Quorum Meeting Minutes.* Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.
3. *Consider approval of the June 30, 2026 Board of City Commission Special Meeting Minutes.* Commissioner Heinsohn moved and Commissioner Belohlavek seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.
4. *Consider approval of the July 6, 2026 Board of City Commission Special Meeting Minutes.* Commissioner Belohlavek moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

G. PUBLIC HEARING

H. BIDS

1. *Consider South Side Reservoir Coating project bids.* City Engineer Wigness presented. Commissioner Sjoberg moved and Commissioner Belohlavek seconded to award Carr Coatings, LLC a contract for the South Side Reservoir Coating Project and to increase the Water Treatment Plant 2026 budget by \$37,450 to complete the work. Roll Call vote: Aye 5, Nay 0. The motion passed.

I. CONSENT AGENDA Commissioner Sjoberg requested to remove item number 2 and item number 9. Commissioner Heinsohn moved and Commissioner Braun seconded to approve Consent Agenda item numbers 1, 3-8, 10-11, including all sub-items. Roll Call vote: Aye 5, Nay 0. The motion passed.

1. *Consider Abatements.*

a. *Hermanson Abatement.*

2. *Consider change orders 1 & 2 for the 1st Street Reconstruction Project, Street Improvement District 236.* Assistant City Engineer McAdoo-Roesler presented. Commissioner Sjoberg moved and Commissioner Braun seconded to approve change orders 1 & 2 for the 1st Street Reconstruction Project. Roll Call vote: Aye 5, Nay 0. The motion passed.

3. *Consider a final plat for School District 8th Addition.*

4. *Capital Credit Union - Request to be designated a depository of public funds.*

5. *Consider Flex PACE letter of support for financing of a new building for Ideal Image Dentistry.*

6. *Consider Flex PACE letter of support for financing of storefront property for The Juice Co., LLC.*

7. *Consider the 2026 budget amendment and contract Amendment 3, with Interstate Engineering for planning department assistance.*

8. *Consider task orders for 10-year capital improvement planning.*

9. *Consider task order with HDR for the design of Riverwood Ave SE, 2026-02.* Assistant City Engineer McAdoo-Roesler presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve with task order number 7 for HDR to perform design work on Riverwood Ave SE. Roll Call vote: Aye 5, Nay 0. The motion passed.

10. *Consider approval of ICON Architectural Group Draft Contract for the Morton Mandan Public Library Makerspace Project.*

11. *Consider approval of a gaming site authorization for North Dakota FNRA State Fund Committee LLC at Baymont Inn & Suites on October 23, 2026.*

J. OLD BUSINESS

K. NEW BUSINESS

1. *Consider an Engineering Service Agreement with AE2S for the design of the Wastewater Treatment Facility project.* City Engineer Wigness and Zac Ranisate with AE2S presented. Commissioner Sjoberg moved and Commissioner Belohlavek seconded to approve the Preliminary Engineering Services Agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for the Mandan Wastewater Treatment Facility Expansion Project, as presented.

2. *Request for Authorization to Advertise for Bids – Landfill Cell Excavation Project.* Public Works Director O'Keefe presented. Commissioner Belohlavek moved and Commissioner Braun seconded to authorize the Public Works Department to advertise for competitive bids for the New Landfill Disposal Cell Excavation Project upon completion of the final plans, specifications, and bid documents. Roll Call vote: Aye 5, Nay 0. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Second consideration of Ordinance 1485, a zone change from Agriculture and CA - Commercial to R7 and R3.2 (Residential), CA and CC (Commercial) for School District 8th Add..* City Building Official Singer presented. Commissioner Braun moved and Commissioner Sjoberg seconded to approve Ordinance 1485. Roll Call vote: Aye 5, Nay 0. The motion passed.

M. OTHER BUSINESS

1. *Consider entering into executive session pursuant to North Dakota Century Code § 44-04-19.2 to discuss contract negotiating strategy relating to AUD LOT J OF SW 1/4 SW 1/4 (LESS LOT 2 OF J & LESS LOT 3 OF LOT J .06 AC) 11.22 ACRES (11625) Section 15, Township 139, Range 81, Morton County, North Dakota.* Commissioner Braun moved and Commissioner Heinsohn seconded to enter into executive session pursuant to North Dakota Century Code § 44-04-19.2 to discuss contract negotiating strategy relating to AUD LOT J OF SW 1/4 SW 1/4 (LESS LOT 2 OF J & LESS LOT 3 OF LOT J .06 AC) 11.22 ACRES (11625) Section 15, Township 139, Range 81, Morton County, North Dakota. Roll Call vote: Aye 5, Nay 0. The motion passed.

The City Commission entered into executive session at 6:25 p.m. Present during the executive session were Mayor Froelich, Commissioner Heinsohn, Commissioner Sjoberg, Commissioner Braun, Commissioner Belohlavek, City Engineer Wigness, Assistant City Engineer McAdoo-Roesler, City Administrator Neubauer, and Attorney Oster. The executive session concluded at 6:54 p.m. The City Commission reconvened in regular session at 6:53 p.m.

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *Tuesday, July 21, 2026 at 5:30 p.m.*
- *Tuesday, August 4, 2026 at 5:30 p.m.*
- *Tuesday, August 18, 2026 at 5:30 p.m.*

O. ADJOURN There being no other business to come before the Board, the meeting was adjourned at 6:55 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners

The Mandan City Commission met in special session at 10:00 AM on July 10, 2026 in the Dykshoorn Conference Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Heidi Belohlavek, Mike Braun, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, Business Development & Communications Director Cermak, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA Commissioner Braun moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 5, Nay 0. The motion passed.

D. NEW BUSINESS

1. *Emergency Roof Replacement - City Hall.* City Administrator Neubauer presented. Commissioner Sjoberg moved and Commissioner Belohlavek seconded to approve an emergency declaration for the roof replacement at City Hall. Roll Call vote: Aye 5, Nay 0. The motion passed.

E. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *Tuesday, July 21, 2026 at 5:30 p.m.*
- *Tuesday, August 4, 2026 at 5:30 p.m.*
- *Tuesday, August 18, 2026 at 5:30 p.m.*

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F. ADJOURN There being no other business to come before the Board, the meeting was adjourned at 10:06 a.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: July 21, 2026
PREPARATION DATE: June 1, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Consider renewing agreement with MDU for a waterline connection to the Heskett Station.

STATEMENT/PURPOSE:

To renew the existing agreement with MDU for a waterline connection to the Heskett Station.

BACKGROUND/ALTERNATIVES:

The City had an agreement with MDU to provide water to the Heskett Station North of Mandan. This agreement allows MDU access to City water, and it allows the City to charge for the water usage. The original agreement has expired and a new one needs to be signed so that MDU can continue to access water at an agreed-upon rate.

ATTACHMENTS:

1. 81-11 Heskett water line agreement (signed by City of Mandan)
2. Exhibit A
3. MDU Heskett WATER LINE CONNECTION AGREEMENT

FISCAL IMPACT:

The utility rate study recommended an increase to the rate MDU is charged. The amounts are detailed below:

	Current Rate	New Rate
Monthly Base Fee	\$665.00	\$782.59
Per one hundred cubic feet (CCF)	\$2.72	\$2.81

STAFF IMPACT:

N/A

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To renew the agreement with MDU as presented.

SUGGESTED MOTION:

I move to renew the agreement with MDU as presented.

WATER LINE CONNECTION AGREEMENT

This Water Line Connection Agreement (the “Agreement”) dated May 3, 2022 (the “Effective Date”) is made and entered by and between Montana-Dakota Utilities Co. (“MDU”) whose mailing address is 400 N. Fourth Street, Bismarck, ND 58501, and the City of Mandan (the “City”), whose mailing address is 205 2nd Ave NW, Mandan, ND 58554. All parties hereto shall be collectively referred to as the “Parties” and individually as a “Party”.

Background

The City provides fresh-water services to residential and industrial customers located within the City.

MDU operates electric generation facilities at its R.M. Heskett Station (the “Station”) in Mandan, North Dakota, and wishes to secure a new source of water for its fire protection systems at the Station. MDU proposes to construct a new freshwater line to connect its facilities at the Station to a City transmission main.

The Parties wish to enter into an agreement governing MDU’s connection into the City’s water supply system, MDU’s maximum water usage, and other issues.

Agreement

Therefore, in consideration of the terms, conditions, and mutual covenants contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. MDU shall construct a new water line along the approximate route depicted in Exhibit A, attached. MDU shall be solely responsible for the costs of the water line, obtaining any necessary easements from third parties, obtaining applicable regulatory approval for the water line from any state agencies, and for post-construction operation and maintenance of the water line.
2. The MDU water line shall connect with the City’s transmission main as depicted in Exhibit B, attached, including the installation of a shut-off valve and a meter at or near the point of connection between the MDU water line and the City transmission main. The City acknowledges that it has had a chance to review, provide input, and request modifications to Exhibit B prior to the final approval of this Agreement.
3. The backflow preventer depicted in Exhibit B shall be tested at least once per year.
4. The meter depicted in Exhibit B shall be tested at least once per year.
5. MDU’s peak usage of this line shall not exceed 1500 gallons per minute. If, in the future, MDU seeks to expand this peak usage amount, it must obtain the City’s written approval to do so.

6. The City shall charge MDU a monthly fixed charge of \$655.00, plus an additional charge for any water used at a rate of \$2.72 per one hundred cubic feet (CCF). This rate has been calculated to allow the City to recover its costs incurred during its review of this project, including any Cost of Service Analysis performed for the project. In addition, the City shall have the authority to adjust these rates annually in accordance with adjustments to rates for all City water users.
7. Upon the expiration of the term of this Agreement, the Parties agree to reevaluate the Cost of Service Analysis performed for the project, using MDU's actual water usage during the Agreement term, and to adjust the monthly fixed charge and/or the water usage fee for future years as necessary.
8. The City's service of fresh water to the Station shall adhere to the Mandan City Code. However, in the event of a conflict between this Agreement and the Mandan City Code, this Agreement shall control.
9. The term of this Agreement shall be for 3 years; however, the peak usage commitment in Paragraph 5 shall survive the termination of this Agreement and shall be binding on the Parties for 20 years from the Effective Date.
10. In the event either Party breaches its obligations under this agreement, the breaching party shall, after receiving notice of the breach from the non-breaching party, have 30 days to cure the breach. If the breach is not cured, the non-breaching party shall have the right to terminate this Agreement.
11. All persons signing this Agreement are duly and legally authorized to execute this Agreement on behalf of the Parties.
12. This Agreement shall be binding upon the Parties, and shall inure to the benefit of the Parties hereto, and to their respective heirs, devisees, legal representatives, successors, and permitted assigns.
13. This Agreement is the full, complete, and entire agreement of the Parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to said subject are superseded hereby unless otherwise agreed to in writing by the Parties hereto. This Agreement may not be amended or otherwise altered unless in writing and signed by all Parties.
14. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall not be considered as part of this Agreement.
15. This Agreement shall be governed by the laws of the State of North Dakota without regard to choice of law or conflicts of law principles.

16. The Parties shall each bear their own costs, attorneys' fees, and other expenses incurred in connection with the negotiation, approval, and execution of this Agreement.
17. This Agreement may be executed in any number of counterparts, each of which shall be original for all purposes.
18. The Parties agree to cooperate fully and to execute any supplementary documents or take any additional actions that may be necessary to give full force and effect to the terms and intent of this Agreement.
19. Each Party represents that it has had this Agreement reviewed by legal counsel of its choosing. The Parties further represent that they have read, understood, and agreed to the terms and conditions of the Agreement and have received a copy thereof.

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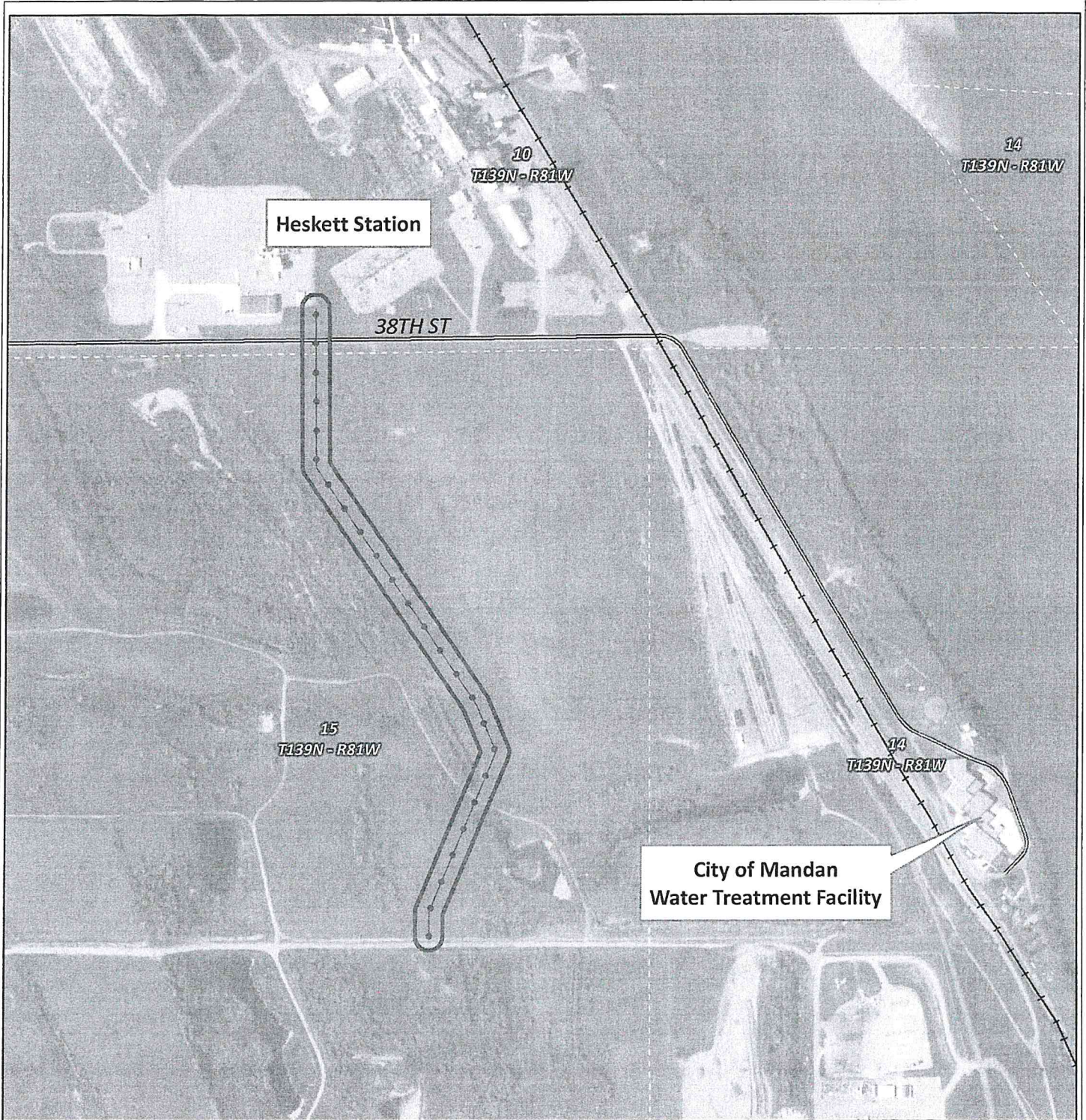
IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date first above written.

Montana-Dakota Utilities Co.

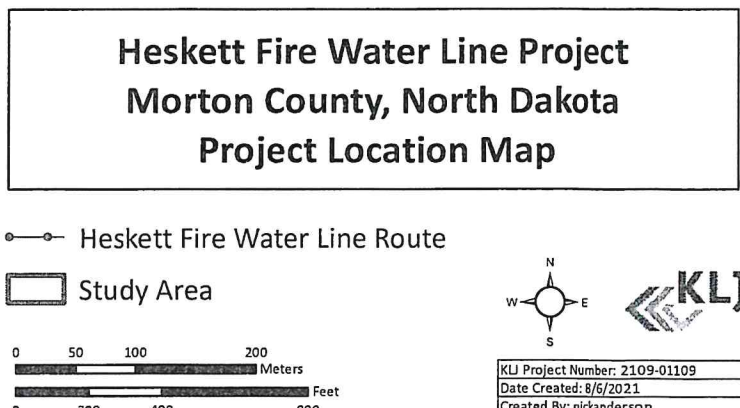
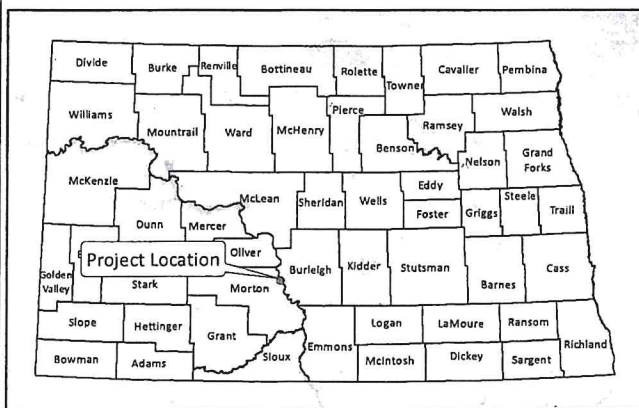
By: Darrin Holzer
Name: Darrin Holzer
Title: Manager, Generation Facility Operations

The City of Mandan

By: Timothy C. Hill
Name:
Title:

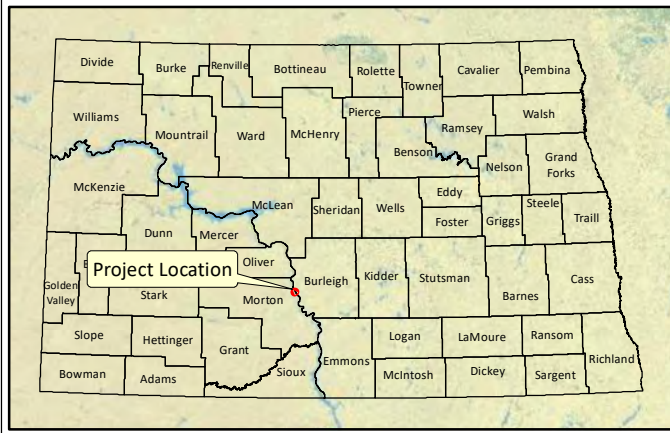


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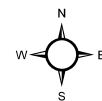
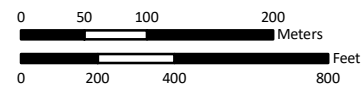
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Heskett Fire Water Line Project Morton County, North Dakota Project Location Map

● Heskett Fire Water Line Route

Study Area



KLJ Project Number: 2109-01109
Date Created: 8/6/2021
Created By: nickanderson

WATER LINE CONNECTION AGREEMENT

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Background

The City provides fresh-water services to residential and industrial customers located within the City.

MDU operates electric generation facilities at its R.M. Heskett Station (the "Station") in Mandan, North Dakota, and wishes to secure a new source of water for its fire protection systems at the Station. MDU constructed a new freshwater line to connect its facilities at the Station to a City transmission main.

The Parties wish to enter into an agreement governing MDU's connection into the City's water supply system, MDU's maximum water usage, and other issues.

Agreement

Therefore, in consideration of the terms, conditions, and mutual covenants contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. MDU constructed a new water line along the approximate route depicted in Exhibit A, attached. MDU shall be solely responsible for the costs of the water line, obtaining any necessary easements from third parties, obtaining applicable regulatory approval for the water line from any state agencies, and operation and maintenance of the water line.
2. The MDU water line shall connect with the City's transmission main as depicted in Exhibit B, attached, including the installation of a shut-off valve and a meter at or near the point of connection between the MDU water line and the City transmission main.
3. The backflow preventer depicted in Exhibit B shall be tested at least once per year.
4. The meter depicted in Exhibit B shall be tested at least once per year.
5. MDU's peak usage of this line shall not exceed 1500 gallons per minute. If, in the future, MDU seeks to expand this peak usage amount, it must obtain the City's written approval to do so.

6. The City shall charge MDU a monthly fixed charge of \$782.59, plus an additional charge for any water used at a rate of \$2.81 per one hundred cubic feet (CCF). This rate has been calculated to allow the City to recover its costs incurred during its review of this project, including any Cost of Service Analysis performed for the project. In addition, the City shall have the authority to adjust these rates annually in accordance with adjustments to rates for all City water users.
7. Upon the expiration of the term of this Agreement, the Parties agree to reevaluate the Cost of Service Analysis performed for the project, using MDU's actual water usage during the Agreement term, and to adjust the monthly fixed charge and/or the water usage fee for future years as necessary.
8. The City's service of fresh water to the Station shall adhere to the Mandan City Code. However, in the event of a conflict between this Agreement and the Mandan City Code, this Agreement shall control.
9. The term of this Agreement shall be for 5 years; however, the peak usage commitment in Paragraph 5 shall survive the termination of this Agreement and shall be binding on the Parties for 20 years from the Effective Date.
10. In the event either Party breaches its obligations under this agreement, the breaching party shall, after receiving notice of the breach from the non-breaching party, have 30 days to cure the breach. If the breach is not cured, the non-breaching party shall have the right to terminate this Agreement.
11. All persons signing this Agreement are duly and legally authorized to execute this Agreement on behalf of the Parties.
12. This Agreement shall be binding upon the Parties, and shall inure to the benefit of the Parties hereto, and to their respective heirs, devisees, legal representatives, successors, and permitted assigns.
13. This Agreement is the full, complete, and entire agreement of the Parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to said subject are superseded hereby unless otherwise agreed to in writing by the Parties hereto. This Agreement may not be amended or otherwise altered unless in writing and signed by all Parties.
14. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall not be considered as part of this Agreement.
15. This Agreement shall be governed by the laws of the State of North Dakota without regard to choice of law or conflicts of law principles.

16. The Parties shall each bear their own costs, attorneys' fees, and other expenses incurred in connection with the negotiation, approval, and execution of this Agreement.
17. This Agreement may be executed in any number of counterparts, each of which shall be original for all purposes.
18. The Parties agree to cooperate fully and to execute any supplementary documents or take any additional actions that may be necessary to give full force and effect to the terms and intent of this Agreement.
19. Each Party represents that it has had this Agreement reviewed by legal counsel of its choosing. The Parties further represent that they have read, understood, and agreed to the terms and conditions of the Agreement and have received a copy thereof.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date first above written.

Montana-Dakota Utilities Co.

By:

Name: Darrin Holzer

Title: Manager, Generation Facility Operations

The City of Mandan

By:

Name: James Froelich

Title: Mayor



City Commission

Agenda Documentation

MEETING DATE: July 21, 2026
PREPARATION DATE: June 3, 2026
SUBMITTING DEPARTMENT:
DEPARTMENT DIRECTOR:
PRESENTER:
SUBJECT:

STATEMENT/PURPOSE:

BACKGROUND/ALTERNATIVES:

ATTACHMENTS:
None

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:



City Commission

Agenda Documentation

MEETING DATE: July 21, 2026
PREPARATION DATE: July 8, 2026
SUBMITTING DEPARTMENT: Police Department
DEPARTMENT DIRECTOR: Jason Ziegler
PRESENTER: Jason Ziegler, Police Chief
SUBJECT: Consider Approval of a Raffle Permit for Friends of Hope Manor

STATEMENT/PURPOSE:

Consider Approval of a Raffle Permit for Friends of Hope Manor

BACKGROUND/ALTERNATIVES:

A one-time raffle is to be held on 7/27/2026 at Dakota Speedway. See attached permit.

ATTACHMENTS:

1. 2026-37 Friends of Hope Manor

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend approving the raffle permit for Friends of Hope Manor.

SUGGESTED MOTION:

I move to approve the raffle permit for Friends of Hope Manor.



LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17926 (8-2025)

Permit Number
2026-37

Permit Type (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games Authorized

☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Friends of Hope Manor		Dates Authorized (Read Instruction 2) 7/24/2026	
Organization or Group Contact Person Alex Huber	E-mail ..	Telephone Number	
Mailing Address	City Bismarck	State ND	ZIP Code 58501

SITE INFO

Site Name Dakota Speedway		County Morton	
Site Address 2500 Longspur Trail	City Mandan	State ND	ZIP Code 58554
If the city or county is placing restrictions on the permit, please explain N/A			
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) One time raffle on 7/24/26 at Dakota Speedway.			

Permits must be issued prior to the 1st event date.

Local governing bodies please see the instructions on the backside of this form on how to complete the permit. Be certain to provide the organization or group with the "Information Required to be Preprinted on a Standard Raffle Ticket" found on the backside of this forms if a raffle is being conducted. If a "Restricted Event Permit" is being issued, either provide organization or group with SFN 52880 "Report on a Restricted Event Permit" or make them aware that the report must be filed with the city or county and the Office of Attorney General within 30 days after the event. Before approving a site location, ensure compliance with the gaming law below

Before approving a local permit or restricted event permit the local governing body should review North Dakota Century Code 53-06.1-03(3)(a) which states:

3. A licensed organization or organization that has a permit shall conduct games as follows:
- Only one licensed organization or organization that has a permit may conduct games at an authorized site on a day, except that a raffle may be conducted for a special occasion by another licensed organization or organization that has a permit when one of these conditions is met:
 - (1) When the area for the raffle is physically separated from the area where games are conducted by the regular organization.
 - (2) Upon request of the regular organization and with the approval of the alcoholic beverage establishment, the regular organization's license or permit is suspended for that specific time of day by the Attorney General.

Local governing bodies should also review North Dakota Administrative Code 99-01.3-01-05 (Permits) for the administrative rules governing permits. These rules may be viewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

CITY OR COUNTY CONTACT PERSON

Printed Name of City or County Official Tasha Scott	Title of City or County Official Administrative Assistant	Telephone Number 701-667-3250	E-mail Address tasha.scott@mandanpd.com
Signature of City or County Official 		Date 7/8/26	Issuing Governing Body ☒ City ☐ County

City or County must submit a copy of the permit above to the Office of Attorney General within 14 days of issuance.

Information required to be preprinted on a standard raffle ticket:

1. Name of Organization;
2. Ticket Number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player or option to convert a **merchandise** prize to a cash prize that is limited to the lesser of the value of the merchandise prize or fifteen thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. Print the authorizing city or county and permit number
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an non-guaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or fifteen thousand dollars.

North Dakota Administrative Code 99-01.3-05-02(4) states that an employee may not sell a ticket on a site where another organization is licensed or has a permit unless the employee is granted permission by the lessor and other organization.

North Dakota Administrative Code 99-01.3-05-01 through 99-01.3-05-05 (Raffles) in its entirety can be reviewed on the North Dakota Attorney General's website at <https://attorneygeneral.nd.gov/licensing-and-gaming/gaming/gaming-laws-rules-and-publications>

INSTRUCTIONS:

After a city or county governing board has authorized an organization to receive a local permit or restricted event permit, the city or county must complete the form.

1. Enter the city or county assigned "Permit Number".
2. Enter the beginning and ending date(s) for which the permit is authorized. **Note: Unexact blanket dates will not be accepted**
 - a. A permit must be on a fiscal year basis from July first to June thirtieth or on a calendar year basis.
 - b. A local permit can be issued for one or more events per fiscal year.
 - c. The "Dates Authorized" must only be the actual dates of the event(s) and does not include the dates the organization is selling tickets.
 - d. For a "one time" event permit, the beginning and ending date for "Dates Authorized" is the date of the event date.
 - e. If a local permit is issued for more than one event, enter the date of the first event as the beginning date and the date of the last event as the ending date.
 - f. A permit may not be issued more than twelve months prior to the first raffle drawing date.
 - g. A restricted event permit may be issued for only one event per year. If the organization has received a local permit during a fiscal year, it may not receive a restricted event permit. If the organization received a restricted event permit during the fiscal year, it may not receive a local permit.
3. Permits must provide the specific dates of event(s), site name, and site physical address. If there are multiple event dates that do not fit on the permit, a separate sheet must be submitted with the permit that provides a list of all event dates.
4. Enter any restriction place on the organization or group, such as days of the week or designation of an area at a site where games may be conducted.
5. When a restricted event permit is issued, provide a "Report on a Restricted Event Permit (SFN 52880)" form to the organization or be sure they know the form is available at <https://attorneygeneral.nd.gov/licensing-and-gaming/licensing/charitable-gaming> by scrolling to the bottom of the page.
6. Give the organization or group the completed permit form, keep a copy for your records, and send a copy within 14 days of issuance of the permit. However, all permits must be sent to the Gaming Division, no later than 7 days prior to the first event date by email to agogaming@nd.gov or fax to (701) 328-3535.

If you have questions on the local permit or restricted event permit process, please call: 1-800-326-9240.

Office of Attorney General
Gaming Division
600 E Blvd Ave, Dept. 125
Bismarck, ND 58505-0040



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)

Red
CSH

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One* ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group Friends of Hope Manor		Dates of Activity (Does not include dates for the sales of tickets) 07/24/2026	
Organization or Group Contact Person Alex Huber	E-mail	Telephone Number	
Business Address	City Bismarck	State ND	ZIP Code 58501
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Dacotah Speedway	County Morton
Site Physical Address 2500 Longspur Trail	City Mandan
	State ND
	ZIP Code 58554

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)

one time raffle on 07/24/2026

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	see attached	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds donation to "Hope Manor"	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)	
☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)	
☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Alex Huber	Telephone Number 701 4286201	E-mail Address
Signature of Organization Group's Permit Organizer 	Title organizer	Date 7/6/26

Prizes

- 2 \$50 JL Beers gift cards \$100-
- Craftcade shirts \$40-
- KT Pet toy basket \$50-
- 2 \$50 Hollys hair gift cards \$100-
- 2 \$50 Silver Dollar gift cards \$100-
- Shear Bliss hair products \$100-
- Renaissance 60 min massage \$100-
- Blaine Finneseth mini photo shoot \$300-
- 2 \$10 Scotty's gift cards \$20-
- Many Visions hats + blanket \$100-
- 2 \$50 Ace's Tavern gift cards \$100-

- Share Baikowitsch wet plate session \$750-
- Rachel Prows prints \$100-
- Alchemist gift card \$100-
- Charcoal grill bundle \$120
- bird houses + homemade wood projects \$100-

\$2220-



City Commission

Agenda Documentation

MEETING DATE: July 21, 2026
PREPARATION DATE: July 17, 2026
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Consider Flex PACE letter of support for financing of mixed-use shop condominiums with major improvements for Badlands Property LLP.

STATEMENT/PURPOSE:

Consider providing a letter of support to the Lewis and Clark Development Group for a loan for permanent financing of purchase with major improvements to mixed-use shop condominiums for Badlands Property LLP.

BACKGROUND/ALTERNATIVES:

Loan committees for revolving funds managed by the Lewis and Clark Development Group consider applications for repayable loans for the required 35% local share of an interest buydown. The Bank of North Dakota (BND) makes interest buydowns available through its PACE and Flex PACE programs. Documentation of community support is needed for each particular business or project. A letter from a city commission confirms that the project provides community benefit and has the support of the governing entity.

Badlands Property LLP is hoping to utilize the Bank of North Dakota's Flex PACE program to assist with purchase and major improvements to mixed-use condominiums. Badlands Property LLP is a real estate holding company formed in 2019 owned by Matthew McPherson and Brooke Maier. All 3 units will be occupied by their companies: Bakken Energy Partners LLC (BEP) and Great Plains Land Service (GPLS). BEP is a mineral management company formed in 2019 and owned by Matthew McPherson and Brook Maier. GPLS is a Landman services company formed in 2008, owned solely by Brook Maier. GPLS has 6 full-time employees, including the owners and 6 part-time employees. They also have 12 commissioned Landman agents who frequently use the offices when in town. The company has outgrown its current location on East Front Ave in Bismarck. The new location provides a larger footprint to accommodate the current staff and agents with plans to hire 3 additional full-time staff and 3 new agents. It's also

an excellent location for hosting clients and prospects.

The loan proceeds will purchase 3 adjacent mix-use shop condominiums at 2600 Marina Rd SE, units 17, 18, and 19, located in Missouri Landing Commercial Association. The first 2 units (841 sf. each) are being renovated into 2-floor office space, including a conference room, commons area, reception, and staff facilities. The 3rd unit (1,461sf) will remain a shop with a Mezzanine used for storing equipment and future growth. The estimated purchase price is \$1,255,000 after improvements.

Community benefits include:

- An established business relocating to Mandan.
- The sizable improvements will increase the city's property tax revenue and generate economic activity from employees, agents and clients purchasing products and services locally.
- Its location and larger facility provides opportunities to host client meetings and grow their company, generating future economic activity.

The applicant is seeking to reduce the interest rate on a \$162,268.89 loan for permanent financing. Based on a sample BND buydown schedule, the required 35% community match is estimated at \$56,794.14.

ATTACHMENTS:

1. Badlands Property Group LLP's City of Mandan community support request and bank's loan commitment letter (002)
2. Draft Buydown final - Badlands - 36 month limit - \$1.13M - 6.65 to 1.75 pct - 240 months

FISCAL IMPACT:

N/A

STAFF IMPACT:

Minimal

LEGAL REVIEW:

N/A

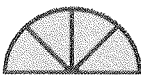
RECOMMENDATION:

I recommend the City Commissioners to provide a letter of support for an interest buydown for Badlands Property LLP to assist with the financing of the purchase with

major improvements of mixed-use shop condominiums of the properties of 2600 Marina Rd SE, units 17,18, and 19.

SUGGESTED MOTION:

I move to approve providing a letter of support for an interest buydown for Badlands Property LLP to assist with the financing of the purchase with major improvements of mixed-use shop condominiums of the properties of 2600 Marina Rd SE, units 17,18, and 19.



Security First Bank

OF NORTH DAKOTA

(701) 667-7000 614 West Main Street P.O. Box 1150 Mandan, ND 58554

07/16/2026

Mandan City Commissioners and
Madison Cermak, Business Development Director
Mandan City Hall
205 Second Ave NW
Mandan, ND 58554

On behalf of Badlands Property Group LLP, we are requesting community support for the community match loan required by a BND Flex Pace buydown loan. Lewis and Clark Regional Development will finance the community match. The loan proceeds will purchase 3 adjacent mix-use shop condominiums at 2600 Marina Rd SE, units 17, 18, and 19, located in Missouri Landing Commercial Association. The first 2 units (841 sf. each) is being renovated into 2-floor offices space, including a conference room, commons area, reception, and staff facilities. The 3rd unit (1,461sf) will remain a shop with a Mezzanine used for storing equipment and future growth. The estimated purchase price is \$1,255,000 after improvements.

Badlands Property Group LLP is a real estate holding company formed in 2019 owned by Matthew McPherson and Brook Maier, both resides in Bismarck. All 3 units will be occupied by their companies: Bakken Energy Partners LLC (BEP) and Great Plains Land Service (GPLS). BEP is a mineral Management company formed in 2019 owned by Matthew McPherson and Brook Maier. GPLS is a Landman services company formed in 2008, owned solely by Brook Maier. GPLS has 6 full time employees including the owners and 6 part-time employees. They also have 12 commissioned Landman agents who frequently use the offices when in town.

The company has outgrown its current location on East Front Ave. in Bismarck. It's an older building converted from a multi-family property to serve their needs. The new location provides a larger footprint to accommodates the current staff and agents with plans to hire

3 additional fulltime staff and 3 new agents. It's also an excellent location to hosting clients and prospects.

Community benefits include:

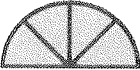
- An established business relocating to Mandan.
- The sizable building improvements will increase the city's properties tax revenue and generate economic activity from employees, agents and clients purchasing products and services locally.
- Its location and larger facility provides opportunities to host client meetings and grow their company, generating future economic activity.

We appreciate your consideration to support this project and look forward to bringing this business to Mandan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Guarcello', written in a cursive style.

Nick Guarcello
Vice President



Security First Bank

OF NORTH DAKOTA

(701) 667-7000 614 West Main Street P.O. Box 1150 Mandan, ND 58554

Date: July 10, 2026

Badlands Property Group LLP
1301 E Front Ave
Bismarck ND 58504

I'm pleased to notify you that we approved your \$1,129,500 "BND Flex Pace" participated loan to purchase office/shop condominiums 17, 18, and 19 located at 2600 Marina Road SE, Mandan ND. This approval is contingent upon meeting the following condition:

- Bank of North Dakota Flex Pace loan commitment
- Lewis and Clark Regional Development loan commitment for the community match
- Personal guaranties of the owners
- Corporate guaranty of Bakken Energy Partners, LLC
- 1st mortgage on purchased property and 1st mortgage on Unit #10 in the same condominium complex

Thank you for the opportunity to assist you with this financing. If you have any questions or concerns, please contact me.

Sincerely,



Nick Guarcello
Vice President Commercial Lending

Exhibit A: Badlands Property Group

LOAN NUMBER	
LOAN TYPE	Flex PACE
LEAD BANK	

NOTE: The borrower and originating lender should be aware that the fund will provide a set stream of subsidy payments (interest buydown) based upon the payment schedule below. The amount of the borrower's payment, the amortization and all other terms of the loan shall be governed by the promissory note. The balances shown here, other than the specific buydown amounts, are intended for illustrative purposes only.

Buydown Account Details

INTEREST BUYDOWN AMOUNT	162268.89
BND BUYDOWN AMOUNT	105474.75
COMMUNITY BUYDOWN AMT	56794.14
PRESENT VALUE BND	101231.30
PRESENT VALUE COMMUNITY	54509.20
CREATED DATE	12/5/2024
PRINCIPAL	\$1,129,500.00
YIELD RATE	6.6500
BORROWING RATE	1.7500
AMORTIZATION	240
PAYMENT	\$8,586.28

Loan without buydown				
#	Payment	Principal	Interest	Balance
1	\$8,586.28	\$2,326.97	\$6,259.31	\$1,127,173.03
2	\$8,586.28	\$2,131.65	\$6,454.63	\$1,125,041.38
3	\$8,586.28	\$2,143.86	\$6,442.42	\$1,122,897.52
4	\$8,586.28	\$2,363.56	\$6,222.72	\$1,120,533.96
5	\$8,586.28	\$2,169.67	\$6,416.61	\$1,118,364.29
6	\$8,586.28	\$2,388.68	\$6,197.60	\$1,115,975.61
7	\$8,586.28	\$2,195.77	\$6,390.51	\$1,113,779.84
8	\$8,586.28	\$2,208.34	\$6,377.94	\$1,111,571.50
9	\$8,586.28	\$2,836.99	\$5,749.29	\$1,108,734.51
10	\$8,586.28	\$2,237.24	\$6,349.04	\$1,106,497.27
11	\$8,586.28	\$2,454.44	\$6,131.84	\$1,104,042.83
12	\$8,586.28	\$2,264.10	\$6,322.18	\$1,101,778.73
13	\$8,586.28	\$2,480.59	\$6,105.69	\$1,099,298.14
14	\$8,586.28	\$2,291.27	\$6,295.01	\$1,097,006.87
15	\$8,586.28	\$2,304.39	\$6,281.89	\$1,094,702.48
16	\$8,586.28	\$2,519.80	\$6,066.48	\$1,092,182.68
17	\$8,586.28	\$2,332.02	\$6,254.26	\$1,089,850.66
18	\$8,586.28	\$2,546.69	\$6,039.59	\$1,087,303.97
19	\$8,586.28	\$2,359.95	\$6,226.33	\$1,084,944.02
20	\$8,586.28	\$2,373.47	\$6,212.81	\$1,082,570.55
21	\$8,586.28	\$2,986.98	\$5,599.30	\$1,079,583.57
22	\$8,586.28	\$2,404.16	\$6,182.12	\$1,077,179.41
23	\$8,586.28	\$2,616.91	\$5,969.37	\$1,074,562.50
24	\$8,586.28	\$2,432.92	\$6,153.36	\$1,072,129.58
25	\$8,586.28	\$2,644.90	\$5,941.38	\$1,069,484.68
26	\$8,586.28	\$2,461.99	\$6,124.29	\$1,067,022.69
27	\$8,586.28	\$2,476.09	\$6,110.19	\$1,064,546.60
28	\$8,586.28	\$2,686.92	\$5,899.36	\$1,061,859.68
29	\$8,586.28	\$2,505.66	\$6,080.62	\$1,059,354.02
30	\$8,586.28	\$2,715.69	\$5,870.59	\$1,056,638.33
31	\$8,586.28	\$2,535.56	\$6,050.72	\$1,054,102.77
32	\$8,586.28	\$2,550.08	\$6,036.20	\$1,051,552.69
33	\$8,586.28	\$2,953.17	\$5,633.11	\$1,048,599.52
34	\$8,586.28	\$2,581.59	\$6,004.69	\$1,046,017.93
35	\$8,586.28	\$2,789.60	\$5,796.68	\$1,043,228.33
36	\$8,586.28	\$2,612.35	\$5,973.93	\$1,040,615.98
	\$309,106.08	\$88,884.02	\$220,222.06	

Loan with buydown				
#	Payment	Principal	Interest	Balance
1	\$3,974.16	\$2,326.97	\$1,647.19	\$1,127,173.03
2	\$3,830.24	\$2,131.65	\$1,698.59	\$1,125,041.38
3	\$3,839.23	\$2,143.86	\$1,695.37	\$1,122,897.52
4	\$4,001.12	\$2,363.56	\$1,637.56	\$1,120,533.96
5	\$3,858.25	\$2,169.67	\$1,688.58	\$1,118,364.29
6	\$4,019.63	\$2,388.68	\$1,630.95	\$1,115,975.61
7	\$3,877.48	\$2,195.77	\$1,681.71	\$1,113,779.84
8	\$3,886.75	\$2,208.34	\$1,678.41	\$1,111,571.50
9	\$4,349.96	\$2,836.99	\$1,512.97	\$1,108,734.51
10	\$3,908.04	\$2,237.24	\$1,670.80	\$1,106,497.27
11	\$4,068.08	\$2,454.44	\$1,613.64	\$1,104,042.83
12	\$3,927.83	\$2,264.10	\$1,663.73	\$1,101,778.73
13	\$4,087.35	\$2,480.59	\$1,606.76	\$1,099,298.14
14	\$3,947.85	\$2,291.27	\$1,656.58	\$1,097,006.87
15	\$3,957.52	\$2,304.39	\$1,653.13	\$1,094,702.48
16	\$4,116.24	\$2,519.80	\$1,596.44	\$1,092,182.68
17	\$3,977.88	\$2,332.02	\$1,645.86	\$1,089,850.66
18	\$4,136.06	\$2,546.69	\$1,589.37	\$1,087,303.97
19	\$3,998.46	\$2,359.95	\$1,638.51	\$1,084,944.02
20	\$4,008.42	\$2,373.47	\$1,634.95	\$1,082,570.55
21	\$4,460.48	\$2,986.98	\$1,473.50	\$1,079,583.57
22	\$4,031.03	\$2,404.16	\$1,626.87	\$1,077,179.41
23	\$4,187.80	\$2,616.91	\$1,570.89	\$1,074,562.50
24	\$4,052.23	\$2,432.92	\$1,619.31	\$1,072,129.58
25	\$4,208.42	\$2,644.90	\$1,563.52	\$1,069,484.68
26	\$4,073.65	\$2,461.99	\$1,611.66	\$1,067,022.69
27	\$4,084.03	\$2,476.09	\$1,607.94	\$1,064,546.60
28	\$4,239.38	\$2,686.92	\$1,552.46	\$1,061,859.68
29	\$4,105.82	\$2,505.66	\$1,600.16	\$1,059,354.02
30	\$4,260.58	\$2,715.69	\$1,544.89	\$1,056,638.33
31	\$4,127.85	\$2,535.56	\$1,592.29	\$1,054,102.77
32	\$4,138.55	\$2,550.08	\$1,588.47	\$1,051,552.69
33	\$4,435.57	\$2,953.17	\$1,482.40	\$1,048,599.52
34	\$4,161.77	\$2,581.59	\$1,580.18	\$1,046,017.93
35	\$4,315.04	\$2,789.60	\$1,525.44	\$1,043,228.33
36	\$4,184.44	\$2,612.35	\$1,572.09	\$1,040,615.98
	146837.19	88884.02	57953.17	

Interest Buydown			
#	Int. Buydown	BND (65.00%)	Comm. (35.00%)
1	\$4,612.12	\$2,997.88	\$1,614.24
2	\$4,756.04	\$3,091.43	\$1,664.61
3	\$4,747.05	\$3,085.58	\$1,661.47
4	\$4,585.16	\$2,980.35	\$1,604.81
5	\$4,728.03	\$3,073.22	\$1,654.81
6	\$4,566.65	\$2,968.32	\$1,598.33
7	\$4,708.80	\$3,060.72	\$1,648.08
8	\$4,699.53	\$3,054.69	\$1,644.84
9	\$4,236.32	\$2,753.61	\$1,482.71
10	\$4,678.24	\$3,040.86	\$1,637.38
11	\$4,518.20	\$2,936.83	\$1,581.37
12	\$4,658.45	\$3,027.99	\$1,630.46
13	\$4,498.93	\$2,924.30	\$1,574.63
14	\$4,638.43	\$3,014.98	\$1,623.45
15	\$4,628.76	\$3,008.69	\$1,620.07
16	\$4,470.04	\$2,905.53	\$1,564.51
17	\$4,608.40	\$2,995.46	\$1,612.94
18	\$4,450.22	\$2,892.64	\$1,557.58
19	\$4,587.82	\$2,982.08	\$1,605.74
20	\$4,577.86	\$2,975.61	\$1,602.25
21	\$4,125.80	\$2,681.77	\$1,444.03
22	\$4,555.25	\$2,960.91	\$1,594.34
23	\$4,398.48	\$2,859.01	\$1,539.47
24	\$4,534.05	\$2,947.13	\$1,586.92
25	\$4,377.86	\$2,845.61	\$1,532.25
26	\$4,512.63	\$2,933.21	\$1,579.42
27	\$4,502.25	\$2,926.46	\$1,575.79
28	\$4,346.90	\$2,825.48	\$1,521.42
29	\$4,480.46	\$2,912.30	\$1,568.16
30	\$4,325.70	\$2,811.70	\$1,514.00
31	\$4,458.43	\$2,897.98	\$1,560.45
32	\$4,447.73	\$2,891.02	\$1,556.71
33	\$4,150.71	\$2,697.96	\$1,452.75
34	\$4,424.51	\$2,875.93	\$1,548.58
35	\$4,271.24	\$2,776.31	\$1,494.93
36	\$4,401.84	\$2,861.20	\$1,540.64
	162268.89	105474.75	56794.14



City Commission

Agenda Documentation

MEETING DATE: July 21, 2026
PREPARATION DATE: July 17, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Transfer of existing funds from personnel to office furniture

STATEMENT/PURPOSE:

To consider the transfer from savings from vacant positions in the general fund to office furniture.

BACKGROUND/ALTERNATIVES:

The move of the City Administrator, Communications Specialist, Business Development and Communications Director to the 2nd floor will cause the acquisition of office furniture. This move is necessitated by the addition of staff in the Assessing Department and subsequent move of Building Inspection personnel to the Administrator, Comm. Specialist and Business Dev and Comm Director area.

Final bid was received from Rough Rider Industries in July to furnish three offices and a conference room.

ATTACHMENTS:

None

FISCAL IMPACT:

The transfer of general fund dollars to office furniture in the amount of \$15,000.

STAFF IMPACT:

Minimal

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend the transfer of \$15,000 from the general fund savings from vacant positions to be allocated to office furniture.

SUGGESTED MOTION:

I move to transfer \$15,000 from the general fund savings from vacant positions to be used for office furniture.



City Commission

Agenda Documentation

MEETING DATE: July 21, 2026
PREPARATION DATE: July 16, 2026
SUBMITTING DEPARTMENT: Administration/Business Development & Communications
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Gaming Site Authorization for Development Homes, Incorporated at Powerhouse/501 Bar & Grill

STATEMENT/PURPOSE:

Powerhouse Bar and Grill wishes to terminate its gaming site authorization with Mandan Fastpitch and allow Development Homes to conduct gaming at the Powerhouse Bar and Grill.

BACKGROUND/ALTERNATIVES:

Development Homes, Incorporated has submitted an application for a gaming site authorization to operate gaming at Powerhouse Bar & Grill/501 Bar & Grill for the period of July 22, 2026 through June 30, 2027, along with a letter from Powerhouse Bar and Grill requesting its gaming site authorization with Mandan Fastpitch to be terminated.

Application and payment received July 16, 2026

ATTACHMENTS:

1. Development Homes, Inc. - Powerhouse Bar & Grill 501 Bar & Grill
2. Rental Agreement, etc. - Development Homes, Inc. - Powerhouse Bar & Grill 501 Bar & Grill
3. Termination - Development Homes, Inc. - Powerhouse Bar & Grill 501 Bar & Grill

FISCAL IMPACT:

n/a

STAFF IMPACT:

Minimal for processing

City Commission

Agenda Documentation

July 21, 2026

Subject: Consider approval of a gaming site authorization for Development Homes, Incorporated at Powerhouse Bar & Grill/501 Bar & Grill from July 22, 2026 to June 30, 2027

Page 2 of 2

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve as presented

SUGGESTED MOTION:

I move to approve the gaming site authorization for Development Homes, Incorporated at Powerhouse Bar & Grill/501 Bar & Grill from July 22, 2026 to June 30, 2027 and terminate its agreement with Mandan Fastpitch effective July 21, 2026.



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17996 (6-2026)

Full, Legal Name of Gaming Organization

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location		County	
Address		City	ZIP Code
Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty One Tables (Enter 0 if none)	
Specific location where games of chance will be conducted <u>and</u> played at the site (required)			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.			
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)			
☐ Bingo	☐ Prize Board	☐ Pull Tab Dispensing Device	☐ Electronic Quick Shot Bingo
☐ Raffles	☐ Punchboard	☐ Electronic Pull Tab Device	☐ Paddlewheel with Tickets
☐ Twenty-One	☐ Poker	☐ Prize Board Dispensing Device	☐ Club Special
☐ Sports Pool	☐ Calcuttas	☐ Paddlewheel Table	☐ Tip Board
☐ Pull Tab Jar	☐ Seal Board	☐ Electronic 50/50 Raffle	
Days of week of gaming operations (if restricted)		Hours of gaming operations (if restricted)	

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVAL	
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS

- 1. City/County** - Generate and retain a copy of the approved Site Authorization for your records.
- 2. City/County** - Return the signed Site Authorization to the Charitable Gaming Organization.
- 3. Charitable Gaming Organization** - Upload the signed Site Authorization through the [Charitable Gaming Portal](#). Site authorizations must be uploaded and approved by the Office of Attorney General before gaming may be conducted at the site.

Questions? Contact the Gaming Division at agogaming@nd.gov or (701) 328-4848.



DEVELOPMENT HOMES, INC.

Ashlee Newman, Administrative Assistant
City of Mandan
205 Second Avenue NW
Mandan, North Dakota 58554

July 13th, 2026

Ms. Newman:

Enclosed is the 2026/2027 Gaming Site Authorization form and rental agreement for Development Homes, Inc. for Powerhouse Bar & Grill. The effective date of the site authorization is July 23, 2026 through June 30, 2027. Please see the attached memo for game types and example for the Gaming Site Authorization form.

The signed Gaming Site Authorization can be emailed to:
jmitzel@developmenthomes.org

Please contact me if you have any questions. Thank you for your time.

Sincerely,

Janelle Mitzel
Gaming Director, Development Homes, Inc.
701-741-3026 – mobile
jmitzel@developmenthomes.org

Partners in Human Growth



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

COPY

Site Owner (Lessor) J&C Investment Inc.		Site Name Powerhouse Bar & Grill/501		Site Phone Number (701) 663-3020	
Site Address 501 Burlington St. SE		City Nandan	State ND	Zip Code 58554	County Morton
Organization Development Homes, Incorporated		Rental Period July 20, 2026 to June 30, 2028			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?			☐ No ☒ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.			☒ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____			☐ No ☒ Yes		\$
Number of Tables with wagers over \$5 1 X Rent per Table \$ 300					\$ 300
3. Is Paddlesheets conducted at this site? Number of Tables _____ X Rent per Table \$ _____			☒ No ☐ Yes		\$
4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☒ Standard Dispensing Device			☐ No ☒ Yes		\$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 10			☐ No ☒ Yes		\$ 1,250
Total Monthly Rent					\$ 1,875
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here ☐					

TERMS OF RENTAL AGREEMENT:

The RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo (jackpot) prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>Jana Leungang</i>	Title <i>Owner</i>	Date <i>7-10-26</i>
Signature of Lessee <i>Kevin Lee</i>	Title <i>CGO</i>	Date <i>7-10-26</i>



DEVELOPMENT HOMES, INC.

To: City of Mandan

From: Janelle Mitzel, Development Homes, Inc. 

Re: Gaming Site Authorization

Date: July 10th, 2026

Per requirements of the Office of Attorney General, local entities are to complete the “Activity To Be Conducted” section of the gaming Site Authorization form. Development Homes, inc. will provide a Gaming Internal Control Manual upon request. Please check the following categories for authorization to conduct the following game types:

Bingo	Seal Board
Raffles	Pull Tab Dispensing Device
Twenty-One	Electronic Pull Tab Device
Sports Pool	Prize Board Dispensing Device
Pull Tab Jar Bar	Club Special
Prize Board	Tip Board
Punch Board	
Poker	

A completed example of the site authorization is attached.
Please contact me if you have any questions. Thank you for your time.

Janelle M. Mitzel, Gaming Director
701-741-3026 – mobile
jmitzel@developmenthomes.org

Partners in Human Growth

BURLINGTON STREET

12
3+5

POWDERHOUSE BAR & GRILL

✓ Etub Machines



FRONT
DOOR



Blackmail



MAIN BAR AREA

Rest
Room

↓
KITCHEN

Powerhouse Bar & Grill
501 Burlington Street SE
Mandan, ND 58554

Date: July 16, 2026

To:

City of Mandan

Attn: Ashlee Newman

Email: Ashlee.newman@cityofmandan.com

Re: Gaming Site Authorization Change

Dear Ms. Newman,

This letter is to confirm that **Powerhouse Bar & Grill** wishes to terminate its current charitable gaming site authorization with **Mandan Fastpitch**.

Effective upon approval by the appropriate regulatory authorities, *Powerhouse Bar & Grill* authorizes **Development Homes, Inc.** to become the charitable gaming operator at our establishment.

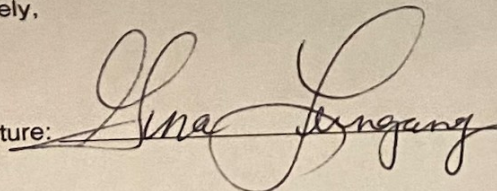
We respectfully request that the City of Mandan process this change and recognize *Development Homes, Inc.* as the authorized charitable gaming organization for *Powerhouse Bar & Grill*, subject to all required state and local approvals.

If any additional information or documentation is needed, please contact us.

Thank you for your assistance.

Sincerely,

Signature: _____



Printed Name: Gina Leingang

Title: Owner, Powerhouse Bar & Grill

Date: _____

17-16-26



City Commission

Agenda Documentation

MEETING DATE: July 21, 2026
PREPARATION DATE: July 14, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: A new policy for Construction Project Change Orders

STATEMENT/PURPOSE:

To update the City's current Change Order Policy

BACKGROUND/ALTERNATIVES:

The City's current Change Order Policy (a copy of which is attached) is from 2009. The current policy is very restrictive to the City Engineer and the City Administrator. There also isn't any flexibility in the policy to accommodate larger or smaller projects. The Engineering Department feels it is time to update this policy. The updated policy allows for a sliding scale of approval limits dependent on project cost.

The current change order policy allows for the City Engineer to approve change orders under \$25,000, and the City Administrator to approve up to \$50,000. The City Administrator's approval still needs to go before the City Commission as informational items. This means many change orders require City Commission approval, which can result in project delays. The proposed policy would switch to a cumulative percentage of the overall project cost that the City Engineer can approve. The percentage is a sliding scale, allowing for a higher percentage on lower-cost projects, and a lower percentage on higher-cost projects.

ATTACHMENTS:

1. 2009 Change order policy - final
2. Mandan 2026 Change Order Policy

FISCAL IMPACT:

N/A

STAFF IMPACT:

N/A

LEGAL REVIEW:

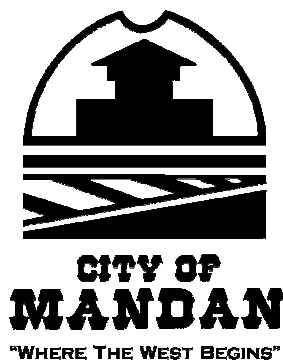
All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To adopt the new Change Order Policy.

SUGGESTED MOTION:

I move to adopt the new Change Order Policy.



Board of City Commissioners

Agenda Documentation

MEETING DATE: March 3, 2009
PREPARATION DATE: February 25, 2009
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR:
PRESENTER: Dave Bechtel
SUBJECT: Consider for approval a new change order policy

STATEMENT/PURPOSE: To create a process by which to provide appropriate levels of approval for change orders that arise during improvement projects.

BACKGROUND/ALTERNATIVES: Currently the City has no real change order process by which to operate by. In the past, change orders were executed by the City Engineer without a whole lot of oversight and in the end projects had a chance to creep beyond scope and cost without knowledge to the Commission. As this creep in cost would grow the initial factors for special assessments would be changed and resulted in higher than estimated special assessments at the end of a project. Some change orders are warranted, but knowledge of them is also needed. This change order policy is a series of forms that lay out a cost level and level of authority designation for the execution of the change orders. Two forms are available, one for project costs and one for services. The services form would be utilized to examine a change in professional services cost (aka engineering).

ATTACHMENTS: 1. Change order policy and forms

FISCAL IMPACT: N/A

STAFF IMPACT: Minimal

LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION: This office supports the policy.

SUGGESTED MOTION: I move for the approval of the change order policy

**City of Mandan
Change Order Policy**

The change order process is established to provide approval authority for the various types of change orders and monetary amounts for capital improvement projects. All change orders are to be documented on a form designated by the Finance Director. All change orders must be within the approved project funding and the original scope of the project as authorized by the City Commission. All change orders will be filed with the Finance Department on a timely basis. The authorization levels for change orders are described as follows:

A. The Department Head has final change order authority if the following amounts are not exceeded:

1. A single change order, whether cost or credit, up to \$25,000.
2. A single contract pay item with a cost or credit up to \$25,000.
3. An extension of time up to fifteen working days.

B. The City Administrator has final change order authority if the following amounts are not exceeded:

1. A single change order, whether cost or credit, up to \$50,000.
2. A single contract pay item with a cost or credit up to \$50,000.
3. An extension of time exceeding fifteen working days.

Change orders authorized by the City Administrator will be placed on the City Commission consent agenda subsequent to the approval.

NDDOT contracts are subject to Section B items 1 and 2 only for the City's share of the funding. Extensions of time are addressed in the contract provision for liquidated damages.

Change orders that exceed Section B items 1,2,3, the scope of the project or authorized project funding must be submitted to the City Commission for approval.

Change Order Policy Definitions:

Change Order

A written order to a contractor/architect with necessary signatures authorizing a change from the original plans, specifications, or other contract documents, as well as a change in the cost or schedule.

Change Order Types

1. Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.
2. Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.
3. Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.

Allowance

A fixed sum of money included in the construction contract for items which have not been selected and specified in the construction contract. An allowance would be used when the exact character or quality of an element of the work is not known at the time of bidding. For example, selection of tile as a flooring may require an allowance for an underlayment material, or an electrical allowance which sets aside an amount of money to be spent on electrical fixtures.

Contingency

Funds approved to cover unforeseen events that occur during construction project.

Capital Improvement Project

A non-recurring expenditure or any expenditure of \$50,000 or more for physical improvements, including costs for; acquisition of existing buildings, land, or interests in land; construction of new buildings or other structures, including additions and major alterations; master plans; construction of streets and highways or utilities; acquisition of fixed equipment; landscaping; and similar expenditures that are an integral part of the project.

Project Funding

Includes the total cost authorized by the City Commission for construction contracts, land or easement acquisition, engineering and design, contingency, allowances, fiscal agents and attorney fees, and cost of publication of required notices.

CONTRACT CHANGE ORDER FORM

DEPARTMENT

Contract between the City of Mandan and _____

Contract Number: _____ Change Order Number: _____

Project/Subproject: _____ Original Contract Amt: _____

Project Description: _____

Previous Contract Amount: _____

Change Order Amount: _____

Original Contract Date: _____ Change in Contract Timeline: _____

Within Project Scope: Y / N Within Project Funding: Y / N

Type of Change Order:

___ Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.

___ Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.

___ Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.

___ Other: _____
(describe)

Project Manager (Department Head) Signature (<\$25,000): _____
Date

ADMINISTRATION

City Administrator Signature (<\$50,000): _____
Date

Add to Commission Consent Agenda

COMMISSION APPROVAL

Commission Approval Date: _____

Attach Minutes for Commission Approval

Fiscal

Comments: _____

TO ALL DEPARTMENTS: Please attach a copy of the change order.

PROFESSIONAL SERVICES CONTRACT CHANGE FORM

DEPARTMENT

Contract between the City of Mandan and _____

Purpose of Contract _____

Contract Number: _____ Project/Subproject Number: _____

Original Contract Amount: _____

Contract Change Amount: _____

Funding Source of Change Amount (If applicable) _____

Change in Contract Timeline: _____

Change in Scope of Contract: _____

Department Head Signature _____
Date

COMMISSION APPROVAL

☐ Change in contract amount less than 10% of the original contract amount or not greater than \$15,000 placed on the City Commission consent agenda.

☐ Change in contract amount that exceeds 10% of the original contract amount or \$15,000 or greater, placed on City Commission regular agenda.

☐ Change to original scope of contract and/or contract period placed on City Commission consent agenda.

City Commission Meeting Date:

TO ALL DEPARTMENTS: Please attach verification of Commission approval and send to Fiscal Services.



Change Order Policy

Prepared by:

City of Mandan

Effective Date: 7/21/2026

CONTENTS

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CITY ADMINISTRATOR.....	3
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INTRODUCTION

The change order process is established to provide approval authority for capital improvement projects. All change orders are to be documented and reviewed for any changes that are outside of inherent variability or result in a functional design change. All change orders must align with the original scope of the project as authorized by the City Commission.

It is the contractor's responsibility to construct the project according to the requirements of the plans, special provisions and specifications as originally drawn and written unless the project is revised by an approved change order.

Change orders can include:

- Alterations or revisions of the plans and quantities of work
- Deletion of work items found to be unnecessary during construction
- Extra work required to properly complete the project

Authorization Levels

The authorization levels for change orders are described as follows:

City Engineer

The City Engineer has the below approval limits:

Total Project Cost	Percentage of Total Project	Amount
\$0-\$1,000,000	5% of Project Cost not to exceed	\$ 50,000
\$1,000,000-\$2,500,000	4% of Project Cost not to exceed	\$ 100,000
\$2,500,000-\$5,000,000	3% of Project Cost not to exceed	\$ 150,000
\$5,000,000+	3% of Project Cost not to exceed	Varies

City Administrator

The City Administrator may approve an additional 1% of total project cost above the City Engineer's approval without approval from the City Commission.

Restrictions

When cumulative change orders for a single project would exceed above percentages of total project cost remaining change order(s) must be approved by the City Commission. The City Engineer may also ask the commission to increase the percentage of total project cost approval limits, to prevent delays in construction. The City Engineer may also bring any change orders to the City Commission as informational item. The City Engineer and City Commission must adhere to NDCC 40-22-36, whereas additional work shall not exceed twenty percent of the amount estimated by the engineer for the municipality to be payable for that character of work under the original contract.

Guidance

This policy applies to all project that the City of Mandan has jurisdiction over. NDDOT or project funded from outside the City, where the City participates in the minority share of funding, are subject to the City Engineers discretion on change orders that do not impact the City's funding share. Where change orders do impact the City's funding share, the City's share of funding shall be used as total project cost to calculate cumulative approval limits for projects as described in Authorization limits.