

\$5,000,000  
CITY OF DICKINSON, NORTH DAKOTA  
SOLID WASTE REVENUE BOND, SERIES 2025  
(INFRASTRUCTURE REVOLVING LOAN FUND)  
BALER BUILDING EXPANSION

**BOND RESOLUTION**

WHEREAS, the Board of City Commissioners of the City of Dickinson, North Dakota (the "City") finds that it is financially feasible and in its best interest to finance the baler building expansion project from the solid waste utility fund; and

WHEREAS, the Bank of North Dakota ("BND") is authorized pursuant to N.D.C.C. Section 6-09-49 to lend money to political subdivisions of the State of North Dakota pursuant to the terms of the Infrastructure Revolving Loan Fund; and

WHEREAS, the City has made timely application to BND pursuant to the requirements of the Infrastructure Revolving Loan Fund to finance all, or a portion of the cost of the Project and BND has approved the City's application pursuant to the terms of a commitment letter dated September 15, 2025 (the "Commitment Letter").

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

**SECTION 1. DEFINITIONS.** As used in this Resolution, the following words shall have the following meanings:

"**BND**" means the Bank of North Dakota.

"**Bond Fund**" means the Bond Fund established pursuant to Section 10 hereof.

"**Bond**" means the City of Dickinson, North Dakota, Solid Waste Revenue Bond, Series 2025 issued pursuant to this Resolution.

"**Bondholders**" means the person or persons in whose name such Bond shall be registered.

"**City**" means the City of Dickinson, North Dakota, a North Dakota political subdivision and its successors and assigns.

"**Commission**" means the Board of City Commissioners of the City.

"**Commitment Letter**" means the BND Commitment Letter dated September 15, 2025.

"**Construction Fund**" means the Construction Fund established pursuant to Section 12 hereof.

"**Default**" means any event specified in Section 17(a) of this Resolution.

"**Facilities**" means the garbage and refuse disposal system of the City, including any improvements, betterments, additions, renewals, and replacements thereto.

"**Gross Revenues**" means (a) all fees and charges collected for use of the Facilities, and (b) solely with respect to the Facilities (i) revenues from other activities furnished by the City, (ii) revenues from product sales, and (iii) other revenues collected by the City; however, Gross Revenues does not include: (a) collection of ad valorem taxes, if any; (b) any payments of assessments levied against benefitted properties; (c) the proceeds of any grants; (d) the proceeds of any borrowing for capital improvements; (e) the proceeds of any liability insurance; and (f) the proceeds of any casualty insurance which the City intends to utilize for repair or replacement of the Facilities.

"**Loan Agreement**" means the Loan Agreement between the City and BND dated as of September 1, 2025.

"**Net Revenues**" means Gross Revenues less Operating Expenses.

"**N.D.C.C.**" means the North Dakota Century Code.

"**Operating Expenses**" means all normal, reasonable and current expenses incurred for operation, maintenance and repair of the Facilities, including but not limited to administrative expenses, financial and auditing expenses, insurance premiums, claims (to the extent moneys are not available from proceeds of insurance), taxes, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, payments to reserve funds, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facilities, but excluding depreciation, debt service, amortization and capital expenditures.

"**Parity Bonds**" means any revenue bonds or other obligations of the City issued hereafter which comply with the provisions of Section 16 of this Resolution for the issuance of Parity Bonds.

"**Project**" means the undertaking or improvements to the Facilities, including but not limited to the baler building expansion and all other appurtenances, contrivances, and structures used or useful for a complete garbage and refuse disposal system.

"**Registrar**" means the Bank of North Dakota, Bismarck, North Dakota, or any other entity which is under contract with the City to serve as paying agent and registrar for the Bond and its successors and assigns.

"**Reserve Fund**" means the Reserve Fund established pursuant to Section 11 hereof.

**SECTION 2. AUTHORIZATION.** Pursuant to the authority of the City's Home Rule Charter, Ordinance and N.D.C.C. Chapter 40-35 and the provisions of this Resolution, a bond of the City of Dickinson, North Dakota entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed Five Million Dollars (\$5,000,000). The Bond shall be designated "\$5,000,000 City of Dickinson, North Dakota, Solid Waste Revenue Bond, Series 2025", issued for the purpose of constructing the Project and paying costs of issuance.

**SECTION 3. SALE OF THE BOND.** The Bond is hereby sold through negotiated sale to the BND on the terms and conditions set forth in the Commitment Letter and herein at a purchase price of not to exceed \$5,000,000, or such lesser amount as may be required for the completion of the Project. The City agrees to pay to all costs associated with the issuance and sale of the Bond. The Bond shall consist of a single term bond in the amount of not to exceed \$5,000,000. The Bond shall be issued only in fully registered form without coupons.

**SECTION 4. TERMS.** The Bond shall be dated November 18, 2025. The Bond shall mature on September 1, 2045 and shall bear interest at the rate of 2.00% payable on March 1 and September 1 in each year commencing March 1, 2026.

The Bond is subject to annual mandatory principal installments commencing September 1, 2026, with the last principal payment being made on September 1, 2045 subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 1.06 of the Loan Agreement. The preliminary amortization schedule has been presented to the Commission at this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond and, upon presentation and surrender thereof to the BND, as paying agent and registrar of the Bond, the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the immediately preceding month. Interest on the Bond shall cease at maturity or on a date prior thereto on which it has been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the Bond Fund established herein.

**SECTION 5. REDEMPTION.** The Bond is subject to prepayment, in whole or in part, on any date at the option of the City upon 30 days written notice at a price equal to the principal amount thereof plus accrued interest.

**SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND.** The Bond shall be printed under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President, sealed with a manual or facsimile of the City's official seal, if any, and attested to by the manual signature of the City Administrator and delivered to BND at closing. The Bond shall be reproduced in substantially the form on file with the City Administrator.

**SECTION 7. DEDICATION OF NET REVENUES.** The City hereby dedicates and pledges for the payment of the principal and interest on the Bond, the Net Revenues. The levy and collection of the Net Revenues and the dedication of such shall be irrevocable so long as any principal of or interest on the Bond remains outstanding and unpaid.

**SECTION 8. SECURITY.** The Bond shall be a limited obligation of the City, and shall be payable solely from the Net Revenues, as provided by this Resolution and does not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the City be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien,

nor encumbrance, legal or equitable, upon any property of the City and no Bondholder shall ever have the right to compel any exercise of the taxing power of the City to pay the principal or interest on the Bond, other than the Net Revenues herein pledged to the payment of the Bond.

**SECTION 9. DISPOSITION OF BOND PROCEEDS.** The estimated \$5,000,000 proceeds derived from the sale of the Bond shall be deposited to the Construction Fund as advances are made pursuant to Section 1.06 of the Loan Agreement.

**SECTION 10. BOND FUND.** The City shall establish and maintain so long as the Bond is outstanding and unpaid, a sinking fund as a separate and special bookkeeping account on the official books and records of the City, to be designated the "Bond Fund." The Commission shall make the following deposits into the Bond Fund:

(a) Commencing on the first day of the month following the closing date, and monthly thereafter the City will deposit into the Bond Fund Net Revenues in an amount equal to one-sixth (1/6) of the amount necessary to pay Bond interest which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Bond Fund. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City shall deposit into the Bond Fund from the Net Revenues an amount sufficient to permit all interest due on the Bond to be paid on the date it is due.

(b) Commencing on the first day of the month following the closing date, and monthly thereafter, the City will deposit into the Bond Fund Net Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any Bond principal which will become due on the next principal payment date. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City will deposit into the Bond Fund from the Net Revenues an amount sufficient to permit all principal due on the Bond to be paid on the date it is due.

(c) On each principal and interest payment date, from funds on deposit in the Reserve Fund, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 10(a) and 10(b) above are cumulative, and if the Net Revenues are not sufficient to credit the amount required in any month, an amount equal to the deficiency shall be credited from the next Net Revenues thereafter received. The money and investments in the Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only. The Net Revenues in excess of the deposits required by this Section may be appropriated by the City for other lawful purpose.

**SECTION 11. RESERVE FUND.** The City shall establish and maintain a balance in the Reserve Fund of \$303,000 (average annual principal and interest payment requirement on the Bond). If at any time the balance in the Reserve Fund is less than the required amount the City will transfer Net Revenues to the Reserve Fund.

The City shall fund the Reserve Fund in the amount of one-fifth (1/5) (\$60,600) each September 1 commencing September 1, 2026, and on each September 1 thereafter with the final deposit made on September 1, 2030. The Reserve Fund deposit is based upon total draws of \$5,000,000. In the event that the City draws less than \$5,000,000 the Reserve Fund requirement shall be adjusted downward.

Moneys required to be maintained in the Reserve Fund will be used only to pay principal and interest on the Bond, and only in the event that the Pledged Revenues and moneys in the Bond Fund are insufficient to pay Bond principal, premium, if any, and interest when due; provided, however, that when the balances of the Bond Fund and the Reserve Fund equal an amount sufficient to redeem or pay at maturity the Bond, together with interest thereon and premium, if any, said balances may be applied to such redemption or payment at maturity, as the case may be, whether or not other moneys are available for such payment.

Any amounts on deposit in the Reserve Fund, including interest earnings, in excess of the required amount shall be transferred to the Bond Fund. Any surplus remaining in the Reserve Fund after the Bond has been paid may be used for any lawful purpose determined by the City.

**SECTION 12. CONSTRUCTION FUND.** The Commission shall establish a Construction Fund and shall deposit to the credit of such Fund the proceeds of the Bond as set forth in Section 9 hereof.

As bond proceeds are needed for Project costs, the City shall submit requests in accordance with Section 1.06 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Bond. Moneys in the Construction Fund from such proceeds and earnings shall be used for payment of the cost of the Project and costs of issuance of the Bond to include reimbursement to the City for advances made for such costs or to refund amounts borrowed for the Project, and for no other purpose.

Moneys in the Construction Fund shall be deposited with a qualified depository and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration shall be collateralized in accordance with Section 21-04-09 of the N.D.C.C. Moneys in the Construction Fund shall be subject to withdrawal from time to time by the President and City Administrator for the purposes set forth above.

Moneys in the Construction Fund may be invested in such investments as are authorized by law for the City. Earnings from investment of the funds in the Construction Fund shall remain in the Construction Fund and shall be treated and disbursed as Bond proceeds. Any proceeds of the Bond and any interest earnings thereon remaining in the Construction Fund after payment of all outstanding interim indebtedness, costs of the Project, reimbursement of prior expenditures and issuance costs shall be transferred to the Bond Fund.

**SECTION 13. RATE COVENANT.** The City covenants that it will impose, maintain and collect rates, fees and charges in connection with the operation of the Facilities which are projected to generate Net Revenues at least equal to 1.20 times the annual debt service on the outstanding Bond and Parity Bonds. If the Net Revenues fail to meet this level, the City shall promptly increase its rates, fees and charges to a level so that Net Revenues are projected to meet the required level.

**SECTION 14. GENERAL COVENANTS.** The City hereby covenants and agrees with the Bondholders as follows:

(a) That it will, to the extent the Net Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(b) That it will maintain complete books and records relating to the operation of the Facilities, the Construction Fund, the Bond Fund and the Reserve Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be provided to BND.

(c) That it will not issue bonds or other obligations having a claim superior to the claim of the Bond upon the Net Revenues.

(d) That it will impose, maintain and collect the rates and charges for the Facilities in an amount sufficient to pay all Operating Costs, and to produce Net Revenues sufficient to pay the principal of and interest on the Bond as the same becomes due and to fund the Reserve Fund.

(e) That all users of the Facilities will be metered or otherwise charged or assessed.

(f) That it will operate the Facilities in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(g) The City may not sell or exchange or otherwise dispose of any property constituting a part of the Facilities unless such property is either worn out or obsolete or, in the opinion of the City, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the Bond Fund.

**SECTION 15. REGISTRATION AND TRANSFER.** The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of the Bond shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bond.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the City and the Registrar may deem and treat the person in whose name any

Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

**SECTION 16. PARITY BONDS.** The City may issue Parity Bonds to provide funds to finance the acquisition, construction and equipping of Facilities, the repair and improvement of Facilities, or the refunding of outstanding bonds, upon the following conditions:

- (a) No Default has occurred and is continuing;
- (b) At the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund; and
- (c) Net Revenues collected during the fiscal year preceding the year in which the proposed Parity Bonds are to be issued and other funds irrevocably appropriated for the purpose were not less than 1.20 times the average annual principal and interest requirements (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which bonds are outstanding; or the estimated Net Revenues for each of the next three (3) fiscal years will be at least equal to 1.20 times the average annual debt service on all outstanding bonds (including the proposed Parity Bonds) for any future year during which bonds are outstanding.

All Parity Bonds issued in accordance with this Section shall have a lien on the Net Revenues which is equal to the lien of the Bonds and all Parity Bonds issued in accordance with this Section. Nothing in this Resolution shall preclude the City from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Net Revenues subordinate to the pledge of Net Revenues to the Bonds authorized hereunder. Notwithstanding the foregoing, the City may issue Parity Bonds with the written consent of the owners of all of the outstanding principal of the Bonds.

**SECTION 17. DEFAULT AND REMEDIES.**

- (a) The following events shall constitute Default:
  - (i) failure to pay Bond principal or interest when due; or
  - (ii) failure to perform any other obligation of the City imposed by the Resolution, Loan Agreement or the Bond, but only if:
    - (A) the failure continues for a period of more than ninety (90) days after demand has been made on the City to remedy the failure, and
    - (B) the City fails to take reasonable steps to remedy the failure within that ninety-day period; provided, however, that if a remedy or Default in this Section contradicts any provision in the Loan Agreement the provisions in the Loan Agreement shall prevail; or
  - (iii) imposition of a receivership upon the City; or

(iv) written admission by the City that the City is unable to pay its debts as they become due.

(b) Upon Default, any Bondholder may exercise any of the following remedies:

(i) by mandamus or other suit, action, or proceeding at law or in equity, enforce the holder's rights against the City and its Commission and any of its officers, agents, and employees and may require the City or the Commission or any officers, agents, or employees of the City or Commission to perform their duties and obligations under Chapter 40-35 of the N.D.C.C. and the covenants and agreements contained herein;

(ii) By action or suit in equity, require the City and the Commission to account as if they were the trustees of an express trust;

(iii) By action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders; or

(iv) Bring suit upon the Bond.

A right or remedy conferred by this Section upon any Bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this Section or by any other law of the State.

**SECTION 18. INSURANCE AND FIDELITY BOND.** The City covenants to maintain insurance appropriate to the risks associated with operation of its Facilities.

**SECTION 19. LEASES.** The City may lease as lessor or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the City, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement.

**SECTION 20. AMENDMENT OF RESOLUTION.** This Resolution may not be amended without the consent of the Bondholders.

**SECTION 21. DISCHARGE.** When the Bond, and the interest thereon, has been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The City may discharge the Bond installments due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond installment or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full, with interest accrued from the due date to the date of such deposit. The City may also discharge all prepayable Bond installments called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also discharge all or part

of the Bond at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on the Bond prior to the date upon which the same will be prepayable according to their terms, and paying such Bond on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the State of North Dakota, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bond installments on or before such date has been duly given as required herein.

**SECTION 22. OTHER DOCUMENTS AND PROCEEDINGS.** The officers of the City are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and Loan Agreement and the issuance, sale and delivery of the Bond. The officers of the City are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein. Delivery of the Bonds is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

**SECTION 23. LOAN AGREEMENT.** The Loan Agreement, in substantially the form presented to the Commission at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President and City Administrator, or such officials as are authorized to act in the absence of the President or City Administrator (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the BND, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

The Loan Agreement is hereby incorporated by reference and the sale of the Bond is hereby awarded to BND. Each and all of the provisions of this Resolution relating to the Bond are intended to be consistent with the provisions of the Loan Agreement, and to the extent that any provision in the Loan Agreement is in conflict with this Resolution as it relates to the Bond, that provision in the Loan Agreement shall control and this Resolution shall be deemed accordingly modified. The Loan Agreement may be attached to the Bond and shall be attached to the Bond if the holder of the Bond is any person other than BND.

**SECTION 24. CERTIFICATES.** The Authorized Officers in consultation with the City Attorney or Bond Counsel are hereby authorized to deliver certificates which cure ambiguities, defects or omissions herein, correct, amend or supplement any provision herein, all in furtherance of the financing contemplated by the Commitment Letter. Such authorization shall include, but is not limited to, adjustment of the amortization schedule and issuance of a revised bond in the event the preliminary amortization schedule is adjusted with the consent of BND. Any supplemental or amended documents may be executed by the Authorized Officers without Commission approval.

**SECTION 25. ELECTRONIC SIGNATURES.** The Commission authorizes the Authorized Officers to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the Authorized Officers shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

Dated: November 4, 2025.

**CITY OF DICKINSON, NORTH DAKOTA**

Attest:

\_\_\_\_\_  
President, Board of City Commissioners

\_\_\_\_\_  
City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Dickinson, North Dakota, on November 4, 2025, with the motion for adoption made by \_\_\_\_\_ and seconded by \_\_\_\_\_, and the roll call vote on the motion was as follows:

"Aye" \_\_\_\_\_

"Nay" \_\_\_\_\_

Absent \_\_\_\_\_