



Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 02/25/26

Subject: Municipal Prosecutor Contract

Commissioners,

City Administration has negotiated a proposed Municipal Prosecutor Agreement with Mackoff Kellogg Kirby & Kloster, P.C. to provide municipal prosecution services for the City of Dickinson.

The agreement is effective March 1, 2026, through December 31, 2030, for a four (4) year term, subject to termination provisions as outlined in the contract.

Under the agreement, the firm will serve as Municipal Prosecutor under the direction of the City Attorney and will report all work product and ongoing case status to the City Attorney. The City will be considered a client of the firm.

The Municipal Prosecutor will:

- Review all files, citations, and police reports to determine appropriate charges and penalties.
- Represent the City in all municipal court proceedings, including initial appearances, arraignments, pre-trial hearings, show cause hearings, administrative traffic hearings, and criminal bench and jury trials.
- Handle municipal court matters transferred to district court as provided by law.
- Coordinate with law enforcement and code enforcement staff.
- Prepare legal filings, discovery, and conduct necessary legal research.
- Attend annual in-state training related to municipal prosecution.
- Meet at least quarterly with Department officials regarding Municipal Code enforcement matters.
- Provide necessary administrative support at the firm's expense.

The firm has designated:

- Christina M. Wenko as the principal Municipal Prosecutor.
- Stephen A. Fetch as Assistant Municipal Prosecutor.



Any additional attorneys assigned to represent the City must be appropriately qualified and are subject to City approval.

The City will compensate the firm on a monthly flat-fee basis as follows:

- May 1, 2026 – December 31, 2026: \$17,000 per month
- January 1, 2027 – December 31, 2028: \$18,000 per month
- January 1, 2029 – December 31, 2030: \$19,000 per month

The flat fee covers all municipal court legal services, excluding appeals. In the event of appeals to the North Dakota Supreme Court, services will be billed separately at \$300.00 per hour.

The agreement runs from March 1, 2026, through December 31, 2030. If the primary attorney ceases to serve in that role, either party may terminate the agreement with thirty (30) days written notice.

The agreement also includes standard conflict-of-interest provisions consistent with the North Dakota Rules of Professional Conduct and prohibits representation adverse to the City

City Administration recommends approval of the Municipal Prosecutor Agreement with Mackoff Kellogg Kirby & Kloster, P.C. as presented.

Thank You,



Dustin Dassinger

City Administrator

