

**MOUNTAIN IRON CITY COUNCIL MEETING  
COMMUNITY CENTER  
MOUNTAIN IRON ROOM  
MONDAY, JANUARY 6, 2014 - 6:30 P.M.  
A G E N D A**

- I. Roll Call
- II. Consent Agenda
  - A. December 16, 2013, Regular Meeting (#1-21)
  - B. Receipts
  - C. Bills and Payroll
  - D. Communications (#25)
- III. Public Forum
- IV. Committee and Staff Reports
  - A. Mayor's Report
    - 1. Reorganization/Appointments (#23)
  - B. City Administrator's Report
  - C. Public Works Director's Report
  - D. Library Director/Special Events Coordinator's Report
  - E. Sheriff's Department Report
  - F. City Engineer's Report
  - G. Liaison Reports
- V. Unfinished Business
- VI. New Business
  - A. Reschedule Next Meeting Due to MLK Holiday
- VII. Communications (#25)
- VIII. Announcements
- IX. Closed Meeting (#24)
- X. Possible Action on Items identified During Closed Meeting
- XI. Adjourn

MINUTES  
MOUNTAIN IRON CITY COUNCIL  
December 16, 2013

Mayor Skalko called the City Council meeting to order at 6:30 p.m. with the following members present: Joe Prebeg, Jr., Susan Tuomela, Tony Zupancich, Alan Stanaway, and Mayor Gary Skalko. Also present were: Craig J. Wainio, City Administrator; Jill M. Clark, Municipal Services Secretary; Michael Downs, Director of Public Works; Rod Flannigan, City Engineer; John Backman, Sergeant; and Brian Lindsay, City Attorney.

It was moved by Skalko and seconded by Tuomala that the consent agenda be approved as follows:

1. Add the following item to the agenda:  
IV. A. 1. Resignation from Utility Advisory Board
2. Approve the minutes of the November 18, 2013, Committee-of-the-Whole meeting as submitted.
3. Approve the minutes of the December 2, 2013, regular meeting as submitted.
4. That the communications be accepted and placed on file and those requiring further action by the City Council be acted upon during their proper sequence on the agenda.
5. To acknowledge the receipts for the period December 1-15, 2013 totaling \$1,296,790.71, (a list is attached and made a part of these minutes).
6. To authorize the payments of the bills and payroll for the period December 1-15, 2013, totaling \$412,751.27, (a list is attached and made a part of these minutes).

The motion carried unanimously on a roll call vote.

No one spoke during the public forum.

The Mayor reported on the following:

- Mesabi Daily News. He said he was getting tired of correcting "Onions" in the newspaper. He suggested that the public contact City Council Members, the Hometown Focus monthly "Happenings" column, or City Staff regarding factual information.
- Condolences. He expressed condolences to the family of Mavis Epp, who recently passed away.

It was moved by Tuomela and seconded by Prebeg to accept the resignation of Kevin Squillace from the Utility Advisory Board. The motion carried.

The Mayor requested the City Administrator to send a letter to Kevin Squillace and thank him for his years of service on the Utility Advisory Board.

It was moved by Prebeg and seconded by Zupancich to hire the following winter seasonal workers:

Jodi Hammer	Riley Wilson	Stephen Erickson
Joseph Holmes	Alison Peterangelo	Daniel Niska

The motion carried.

The City Administrator informed the Council that he was on a rating call from Standard and Poor's regarding the City's financial status and solvency, and our bond rating was increased from A to AA-.

It was moved by Zupancich and seconded by Tuomela to authorize the purchase of a Ring-O-Matic vacuum trailer from Trenchers Plus through the state bid process. After further discussion, it was moved by Zupancich and seconded by Tuomela to amend the motion to purchase the item on or after January 1, 2014. The amended motion carried unanimously on a roll call vote.

It was moved by Stanaway and seconded by Prebeg to authorize the purchase of a 2014 Dodge Charger Police Package for a price of \$24,855.00 from Ranger Chevrolet. The motion carried unanimously on a roll call vote.

It was moved by Stanaway and seconded by Prebeg to hire the following firefighters:

Joseph Pogleasa	Todd Hanson
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pending the completion of background checks and physical examinations. The motion carried.

During the liaison reports, Councilor Stanaway, representing the Library Board, informed the Council that the Library would be celebrating the 100<sup>th</sup> anniversary of the Mountain Iron Library in 2014.

It was moved by Stanaway and seconded by Zupancich to adopt Ordinance #03-13, banning the sale, possession, transfer, or manufacture of synthetic or alternative drugs, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Zupancich and seconded by Stanaway to adopt Resolution Number 45-13, ordering preparation of report on improvements, (a copy is attached and made a part of these minutes). The motion carried.

It was moved by Prebeg and seconded by Tuomela to accept the recommendation of the Utility Advisory Board and adopt the Uniform Statewide Contract for Cogeneration Agreements between the City and Independent School District Number 712; and also between the City and

the Economic Development Authority, (copies are attached and made a part of these minutes).  
The motion carried.

It was moved by Prebeg and seconded by Zupancich to table the request from the Quad Cities Tennis for All and refer the request to the Park and Recreation Board for their recommendation.  
The motion carried.

The Council reviewed the list of communications. Councilor Stanaway questioned the Mediacom letter implementing rate adjustments for cable television in town. He asked if there was anything that the City could do regarding upgrading their signal in the City. It was the consensus of the Council that the Cable Commission could discuss this at their next meeting.

At 7:07 p.m., it was moved by Skalko and seconded by Prebeg that the meeting be adjourned.  
The motion carried.

Submitted by:



Jill M. Clark, MMC  
Municipal Services Secretary

[www.mtniron.com](http://www.mtniron.com)

#### COMMUNICATIONS

1. Mediacom, a letter on rate adjustments as of January 1, 2014.
2. Quad Cities Tennis for All, a letter asking for funding for their facility.

## Summary By Category And Distribution

Category	Distribution	Amount
UTILITY	UTILITY	184,619.48
BUILDING RENTALS	BUILDING RENTAL DEPOSITS	700.00
BUILDING RENTALS	NICHOLS HALL	150.00
MISCELLANEOUS	ASSESSMENT SEARCHES	40.00
MISCELLANEOUS	BLUE CROSS/BLUE SHIELD PAYABLE	294.91
CHARGE FOR SERVICES	ELECTRIC-CHG FOR SERVICES	33.52
LICENSES	LIQUOR	950.00
BUILDING RENTALS	COMMUNITY CENTER	200.00
MISCELLANEOUS	REIMBURSEMENTS	350.00
LICENSES	CIGARETTE	100.00
SPECIAL ASSESSMENTS	SPECIAL ASSESS.-BOND MONEY	1,919.41
TAXES	TAX LEVY	422,018.12
TAXES	TAXES RECEIVABLE-DELINQUENT	1,619.97
TAXES	MISCELLANEOUS TAXES	18,776.35
TAXES	PENALTIES & INTEREST	145.78
TAXES	PENALTIES & INTEREST-378 FUND	309.49
TAXES	SPEC. ASSMTS-378 FUND-CURRENT	11,022.62
TAXES	SPEC ASSESS-FUND 378-DELINQUEN	608.31
TAXES	TIF #14 INCREMENT COLLECTED	39,409.64
TAXES	BOND LEVY	138,464.11
CHARGE FOR SERVICES	REFUSE REMOVAL-CHG FOR SERVICE	808.75
INTERGOVERNMENTAL REVENUE	MISCELLANEOUS STATE AID	35,360.56 -
METER DEPOSITS	ELECTRIC	150.00
LICENSES	ANIMAL	20.00
INTERGOVERNMENTAL REVENUE	IRRRB-DEMOLITION GRANT	6,948.00
CD INTEREST	CD INTEREST 101	526.43
CD INTEREST	CD INTEREST 378	115.82
CD INTEREST	CD INTEREST 602	115.82
CD INTEREST	CD INTEREST 603	105.29
CD INTEREST	CD INTEREST 604	189.52
MISCELLANEOUS	FAX CHARGES	1.00
FINES	CRIMINAL	1,148.94
INTERGOVERNMENTAL REVENUE	IRRRB GRANT-HOUSING DEV-1999	250,000.00
INTERGOVERNMENTAL REVENUE	IRR-ENERGY PARK INFRASTRUCTURE	250,000.00
CHARGE FOR SERVICES	SERVICES, FEES, MISC.	289.99
Summary Totals:		<u>1,296,790.71</u>

## Report Criteria:

Check Check No = 144732-144799

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
12/13	12/16/2013	144732	130011	UNITED STATES POSTAL SERVICE	602-20200	388.65
12/13	12/17/2013	144733	1135	A & L PROPERTY MANAGEMENT	604-20200	674.54
12/13	12/17/2013	144734	10056	A T & T MOBILITY	101-20200	1,079.21
12/13	12/17/2013	144735	10061	APPLIANCE RECYCLING CENTERS OF	604-20200	103.50
12/13	12/17/2013	144736	20014	BORDER STATES ELECTRIC SUPPLY	604-20200	8,482.35
12/13	12/17/2013	144737	30084	CARDMEMBER SERVICE	603-20200	4,544.67
12/13	12/17/2013	144738	170001	CENTURY LINK	602-20200	374.60
12/13	12/17/2013	144739	1284	CHARLES & CAROL MORELLO	604-20200	116.83
12/13	12/17/2013	144740	1281	CHARLOTTE NORDLINDER	101-20200	200.00
12/13	12/17/2013	144741	220003	CITY OF VIRGINIA	101-20200	55.29
12/13	12/17/2013	144742	1283	DAVID & ADRIENNE MAKI	604-20200	66.16
12/13	12/17/2013	144743	50048	ENERGY INSIGHT INC	604-20200	1,418.44
12/13	12/17/2013	144744	1290	ENRICO WELSCH	604-20200	135.34
12/13	12/17/2013	144745	500012	ERA LABORATORIES INC	601-20200	338.80
12/13	12/17/2013	144746	60006	FISHER PRINTING COMPANY	604-20200	247.95
12/13	12/17/2013	144747	70046	G-MEN ENVIRONMENTAL SERV INC	301-20200	31,584.65
12/13	12/17/2013	144748	70016	GOPHER STATE ONE CALL INC	604-20200	49.30
12/13	12/17/2013	144749	80022	HAWKINS INC	601-20200	742.73
12/13	12/17/2013	144750	140013	HD WATERWORKS SUPPLY	601-20200	2,090.83
12/13	12/17/2013	144751	80001	HILLYARD/HUTCHINSON	101-20200	911.64
12/13	12/17/2013	144752	80010	HOMETOWN ELECTRIC	101-20200	759.67
12/13	12/17/2013	144753	80037	HOMETOWN MEDIA PARTNERS	603-20200	94.50
12/13	12/17/2013	144754	1289	JACKIE WARD	604-20200	108.64
12/13	12/17/2013	144755	1285	JAMIE JOHNSON	604-20200	295.17
12/13	12/17/2013	144756	1282	JASON HAMLIN	604-20200	309.65
12/13	12/17/2013	144757	1286	KARBON ALLEN	604-20200	59.62
12/13	12/17/2013	144758	1280	KAREN LUOMA	101-20200	200.00
12/13	12/17/2013	144759	5025	KAY MOE	101-20200	200.00
12/13	12/17/2013	144760	120006	L & M SUPPLY	101-20200	1,129.71
12/13	12/17/2013	144761	120002	LAWSON PRODUCTS INC	101-20200	404.44
12/13	12/17/2013	144762	120052	LEHMAN FABRICATING INC	603-20200	143.70
12/13	12/17/2013	144763	120056	LIBERTY EXTERIORS LLC	301-20200	45,000.00
12/13	12/17/2013	144764	1287	LYNDSEY DYBEVIK	604-20200	123.98
12/13	12/17/2013	144765	130004	MESABI DAILY NEWS	101-20200	18.75
12/13	12/17/2013	144766	130006	MESABI HUMANE SOCIETY	101-20200	1,500.00
12/13	12/17/2013	144767	140026	MINNESOTA ENERGY RESOURCES	101-20200	465.85
12/13	12/17/2013	144768	130009	MINNESOTA POWER (ALLETE INC)	604-20200	86,180.28
12/13	12/17/2013	144769	40009	MN DEPARTMENT OF COMMERCE	604-20200	430.42
12/13	12/17/2013	144770	130176	MN FIRE SERVICE CERTIFICATION	101-20200	225.00
12/13	12/17/2013	144771	130031	MOUNTAIN IRON ECONOMIC DEV	101-20200	51,624.03
12/13	12/17/2013	144772	130015	MOUNTAIN IRON PUBLIC UTILITIES	603-20200	15,201.43
12/13	12/17/2013	144773	1279	NICOLE LINDQUIST	101-20200	200.00
12/13	12/17/2013	144774	140004	NORTHERN ENGINE & SUPPLY INC	101-20200	69.42
12/13	12/17/2013	144775	160066	PACE ANALYTICAL SERVICES	601-20200	214.40
12/13	12/17/2013	144776	160003	PERPICH TV & MUSIC INC	101-20200	21.36
12/13	12/17/2013	144777	160007	PETERSEN DRILLING INC	601-20200	22,237.25
12/13	12/17/2013	144778	160020	PTM DOCUMENT SYSTEMS	602-20200	330.51
12/13	12/17/2013	144779	170007	QUILL CORPORATION	604-20200	396.92
12/13	12/17/2013	144780	180017	RELIABLE OFFICE SUPPLIES	604-20200	140.34
12/13	12/17/2013	144781	180029	RGGS LAND & MINERALS, LTD., LP	101-20200	190.00
12/13	12/17/2013	144782	1288	RICHARD MCQUIRE	604-20200	127.45
12/13	12/17/2013	144783	20015	ROBERT BROWN	101-20200	100.00
12/13	12/17/2013	144784	1160	ROXANNE MCMILLEN	101-20200	100.00
12/13	12/17/2013	144785	190010	SEPPI BROTHERS	101-20200	2,003.91

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
12/13	12/17/2013	144786	190101	SIM SUPPLY INC	101-20200	224.34
12/13	12/17/2013	144787	190024	ST LOUIS CO SHERIFF LITMAN	101-20200	41,667.00
12/13	12/17/2013	144788	1152	ST LOUIS COUNTY PHHS	604-20200	226.00
12/13	12/17/2013	144789	200020	THE TRENTI LAW FIRM	101-20200	4,634.86
12/13	12/17/2013	144790	200006	TRIMARK INDUSTRIAL	101-20200	169.09
12/13	12/17/2013	144791	210001	UNITED ELECTRIC COMPANY	604-20200	9,734.16
12/13	12/17/2013	144792	210038	UTILITIES PLUS ENERGY SERVICES	604-20200	3,313.13
12/13	12/17/2013	144793	220002	VIRGINIA SURPLUS (DBA)	604-20200	408.00
12/13	12/17/2013	144794	220020	VISA OR AMERICAN BANK CC PMT	601-20200	1,278.82
12/13	12/17/2013	144795	230005	WESCO DISTRIBUTION INC	604-20200	402.71
12/13	12/17/2013	144796	60038	WRIGHT EXPRESS FINAN SERV CORP	101-20200	5,408.46
12/13	12/17/2013	144797	240001	XEROX CORPORATION	604-20200	666.54
12/13	12/17/2013	144798	260002	Z/TECH	101-20200	219.00
12/13	12/17/2013	144799	260005	ZEP MANUFACTURING COMPANY	101-20200	115.38

Totals:

352,679.37

Payroll-PP Ending 12/11/13

60,071.90

TOTAL EXPENDITURES

\$412,751.27



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

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## **ORDINANCE NUMBER 03-13**

### **BANNING THE SALE, POSSESSION, TRANSFER, OR MANUFACTURE OF SYNTHETIC OR ALTERNATIVE DRUGS**

**THE CITY COUNCIL OF MOUNTAIN IRON ORDAINS:**

#### **SECTION 1: STATEMENT OF INTENT AND PURPOSE**

New substances are being created which are being used for recreational purposes and as an alternative to otherwise regulated controlled substances banned at the State and Federal levels.

Many of these substances can be designed to produce a desired pharmacological effect and have the potential for abuse similar to or greater than that of controlled substances.

City authorities have encountered these substances in products being sold and used in the City limits; and the uncontrolled importation, manufacture, distribution, possession, and use of these substances have a substantial and detrimental impact on the health and safety of the residents and visitors of the City of Mountain Iron.

These substances can be created more rapidly than they can be identified and controlled by action of the Federal and State Legislature; and, these substances are sold in many different forms including loose, leafy, granular, powder, crystalline, tablet, and/or liquid forms.,

Such products are known under many names in order to avoid detection and identification, and are labeled as incense, herbal incense, herbal potpourri, psychoactive herbal incense, herbal blends, bath salts, psychoactive bath salts, bath additives, synthetic marijuana, synthetic drug, synthetic hallucinogens, and other names and purchased by consumers for the purpose of ingestion notwithstanding any markings on the packaging to the contrary.

Such products may be as or more dangerous to humans than controlled substances according to the Drug Enforcement Administration (DEA) due to the unapproved, unknown, and ever-changing nature of the chemical compounds they contain.

It is therefore the will of the Mountain Iron City Council to provide for a prohibition on the sale, possession, transfer, manufacture, and use of these substances as defined by these ordinances and to provide for the enforcement thereof and in the best interest of the public's health, safety, and general welfare.



## **SECTION 2: PROHIBITIONS**

- A. A person is guilty of a violation of this ordinance if they sell, possess, transfer, or manufacture any substance or product containing any quantity of synthetic or alternative drug as defined under this ordinance.
- B. All substances made unlawful by this ordinance shall constitute contraband, subject to immediate seizure by law enforcement and shall be destroyed upon a conviction for a violation of this ordinance.
- C. The substances defined in this ordinance shall not include medications or substances for which the possessing party holds a valid prescription or beer, wine, or intoxicating liquors as defined by local, State, and Federal laws.
- D. Products commercially available and sold which have common, proven, and lawful uses under local, State, and Federal law shall not be deemed unlawful by this ordinance. Such examples are prescription and over the counter medications, health supplements where the ingredients are listed on the packaging, food and drink products, etc.
- E. In addition to the definitions provided in this ordinance, the following additional factors shall be considered in making the determination if a substance is unlawful under this ordinance:
  - 1. Scope of legitimate uses of the product.
  - 2. Physical and testimonial evidence provided by officers and prosecutors regarding known uses of the product.
  - 3. Statements made by persons selling, possessing, and using the product.
  - 4. Availability of the product to include types and number of area businesses selling it.
  - 5. The ratio of the price of the product compared to the quantity sold.
  - 6. The proximity of the product in relation to devices used to ingest or consume controlled substances.

## **SECTION 3: DEFINITIONS**

- A. Sale/Transfer: to offer for sale, to advertise for sale, to sell, to distribute, to furnish, to transfer, to barter, or to exchange to any person or entity with or without an exchange of compensation or service.
- B. Possession: to possess on one's own person or possession by a person exercising dominion or control over the immediate area where contraband is found whether in a vehicle, vessel, container, dwelling, building, or other structure, whether upon public or private property.
- C. Manufacture: to complete, blend, formulate, package, repackage, or develop by any means any substance made unlawful by this ordinance.
- D. Synthetic / Alternative Drug means: Any of the following:
  - 1. Any substance containing a synthetic cannabinoid, stimulant, psychedelic, depressant, or hallucinogenic; or
  - 2. Salvia Divinorum or any substance known by this name or any version of this name; or

3. Substances described as herbal blends, botanical blends, botanical sachet, herbal sachet, herbal potpourri, herbal incense, spice, salts, or any blend or combination of these, regardless of it the substance is marketed as “not for human consumption” which if ingested causes intoxication, euphoria, giddiness, paralysis, irrational behavior, or in any manner changes, distorts, or disturbs the auditory, visual, or mental process; or
4. Any substance defined in subsequent portions of this ordinance; or
5. Any substance which has a stimulant, depressant, psychedelic, psychotropic, or hallucinogenic effect on the body that is substantially similar to or greater than that of any controlled substance or unlawful drug; or
6. Any substance marked or packaged under any name listed in Appendix A of this ordinance.

E. Synthetic Stimulant means:

1. A product that contains a synthetic chemical compound that elicits psychoactive or psychotropic stimulant effects, especially where those products are in a powder, crystal, or granular form, including but not limited to the following:
  - a. 3,4-Methylenedioxymethcathinone (Methylone)
  - b. 3,4-Methylenedioxypyrovalerone (MDPV)
  - c. 4-Methylmethcathinone (Mephedrone)
  - d. 4-Methoxymethcathinone (Methedrone)
  - e. 4-Fluoromethcathinone (Flephedrone)
  - f. 3-Fluoromethcathinone (3-FMC)
  - g. Naphthylpyrovalerone
  - h. 2-amino-1-phenyl-1-propanone (Cathinone)
2. Synthetic Stimulants, despite their labeling, are commonly identified by being sold in small packets, tubs, and vials, packaged under various retail names, often identified as bath salts, plant food, fertilizer, insect repellent, etc, and are usually powder or granular in form, sold without a listing of ingredients, and sold with disclaimers warning against ingestion and stating they are free of controlled substances. By virtue of this ordinance, such products are unlawful.
3. Synthetic Stimulants, often referred to as “Bath Salts” are commonly marketed under various commercial trade names, which change often, and contain a common disclaimer that the products are “not safe for human consumption”, “novelty item”, or similar disclaimer. Refer to Appendix A for a listing of commercial names commonly used to advertise and portray these substances.
4. Synthetic Stimulants, as defined in this ordinance, shall exclude normal, typical bath salts and bath additives which do not contain synthetic chemical compounds listed herein that elicit psychoactive or psychotropic stimulant effects. Standard bath salts primarily contain magnesium sulfate (Epsom salts), sodium chloride (table salt), sodium bicarbonate (baking soda), sodium hexametaphosphate (Calgon), amorphous/glassy sodium metaphosphate, sodium sesquicarbonate, and borax.

F. Synthetic Marijuana / Synthetic Cannabinoids / Herbal Smoking Product means:

1. A natural or man-made substance that elicits psychoactive or psychotropic euphoric effects, or, a natural or man-made compound that functions similar to the active ingredient in Marijuana (tetrahydrocannabinol “THC”) including, but not limited to any quantity of a synthetic material, compound, mixture, preparation, substance, and their analogs (including isomers, esters, ethers, salts, and salts of isomers) containing a cannabinoid receptor agonist, regardless of whether the substance is marketed for the purpose of being consumed, including any of the following:
  - a. 2-(3-hydroxycyclohexyl)phenol with substitution at the 5-position of the phenolic ring by alkyl or alkenyl, whether or not substituted on the cyclohexyl ring to any extent.
  - b. 3-(1-naphthoyl)indole or 3-(1-naphthylmethane)indole by substitution at the nitrogen atom of the indole ring, whether or not further substituted on the indole ring to any extent, whether or not substituted on the naphthoyl or naphthyl ring to any extent.
  - c. 3-(1-naphthoyl)pyrrole by substitution at the nitrogen atom of the pyrrole ring, whether or not further substituted in the pyrrole ring to any extent, whether or not substituted on the naphthoyl ring to any extent.
  - d. 1-(1-naphthylmethylene)indene by substitution of the 3-position of the indene ring, whether or not further substituted in the indene ring to any extent, whether or not substituted on the naphthyl ring to any extent.
  - e. 3-phenylacetylindole or 3-benzoylindole by substitution at the nitrogen atom of the indole ring, whether or not further substituted in the indole ring to any extent, whether or not substituted on the phenyl ring to any extent.
  - f. 5-(1,1-dimethylheptyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (CP-47,497)
  - g. 5-(1,1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (cannabicyclohexanol or CP-47,497 C8-homolog)
  - h. 1-pentyl-3-(1-naphthoyl)indole (JWH-018 and AM678)
  - i. 1-butyl-3-(1-naphthoyl)indole (JWH-073)
  - j. 1-hexyl-3-(1-naphthoyl)indole (JWH-019)
  - k. 1-[2-(4-morpholinyl)ethyl]-3-(1-naphthoyl)indole (JWH-200)
  - l. 1-pentyl-3-(2-methoxyphenylacetyl)indole (JWH-250)
  - m. 1-pentyl-3-[1-(4-methoxynaphthoyl)]indole (JWH-081)
  - n. 1-pentyl-3-(4-methyl-1-naphthoyl)indole (JWH-122)
  - o. 1-pentyl-3-(4-chloro-1-naphthoyl)indole (JWH-398)
  - p. 1-(5-fluoropentyl)-3-(1-naphthoyl)indole (AM2201)
  - q. 1-(5-fluoropentyl)-3-(2-iodobenzoyl)indole (AM694)
  - r. 1-pentyl-3-[(4-methoxy)-benzoyl]indole (SR-19 and RCS-4)
  - s. 1-cyclohexylethyl-3-(2-methoxyphenylacetyl)indole (SR-18 and RCS-8)
  - t. 1-pentyl-3-(2-chlorophenylacetyl)indole (JWH-203)

2. Herbal Smoking Products, despite their labeling, are commonly identified by being sold in small packets containing natural or man-made substances, packaged under various retail names, identified as herbal potpourri, herbal sachet, herbal aromatherapy, etc., sold without a listing of ingredients, and sold with disclaimers warning against ingestion and stating they are free of controlled substances. By virtue of this ordinance, such products are unlawful.
3. Synthetic Marijuana / Synthetic Cannabanoids / Herbal Smoking Product are commonly marketed under various commercial trade names, which change often, and contain a common disclaimer that the products are “not safe for human consumption”, “novelty item”, or similar disclaimer. Refer to Appendix A for a listing of commercial names commonly used to advertise and portray these substances.
4. Synthetic Marijuana / Synthetic Cannabanoids / Herbal Smoking Product shall exclude typical, standard incense and potpourri that is sold as incense sticks, oils, or cones that is commonly used for their aromatic qualities and do not contain any synthetic chemical compounds, do not provide a prohibition against ingestion, and do not elicit psychoactive or psychotropic euphoric effects.

G. Synthetic Psychedelics / Hallucinogens means:

1. A substance that mimics the effects of any Federally or State controlled substance, including but not limited to, any natural or man-made substance, compound, mixture, preparation, or is laced with a synthetic chemical compound that elicits a psychedelic/hallucinogenic effect including but not limited to the following:
  - a. 2-(2,5-Dimethoxy-4-ethylphenyl)ethanamine (2C-E)
  - b. 2-(2,5-Dimethoxy-4-methylphenyl)ethanamine (2C-D)
  - c. 2-(4-Chloro-2,5-dimethoxyphenyl)ethanamine (2C-C)
  - d. 2-(4-Iodo-2,5-dimethoxyphenyl)ethanamine (2C-I)
  - e. 2-[4-(Ethylthio)-2,5-dimethoxyphenyl]ethanamine (2C-T-2)
  - f. 2-[4-(Isopropylthio)-2,5-dimethoxyphenyl]ethanamine (2C-T-4)
  - g. 2-(2,5-Dimethoxyphenyl)ethanamine (2C-H)
  - h. 2-(2,5-Dimethoxy-4-nitro-phenyl)ethanamine (2C-N)
  - i. 2-(2,5-Dimethoxy-4-(n)-propylphenyl)ethanamine (2C-P)
2. Synthetic Psychedelics / Hallucinogens, despite their labeling, are commonly identified by being sold in small packets, tubs, or vials and are often in tablet, capsule, and liquid form and packaged under various retail names, sold without a listing of ingredients, and often sold with disclaimers warning against ingestion and stating they are free of controlled substances. By virtue of this ordinance, such products are unlawful.
3. Synthetic Psychedelics / Hallucinogens are commonly marketed under various commercial trade names, which change often, and contain a common disclaimer that the products are “not safe for human consumption”, “novelty item”, or similar disclaimer. They may also be marked in a consumable pill form under various

names. Refer to Appendix A for a listing of commercial names commonly used to advertise and portray these substances.

- H. Salvia Divinorum / Salvinorum means: all parts of the plant presently classified botanically as salvia divinorum whether growing or not, the seeds thereof, any extract from any part of the plant, and every compound, manufacture, salts, derivative, mixture, or preparation of such plant, its seeds, or extracts.

**SECTION 4: ENFORCEMENT AND PENALTY.** The City of Mountain Iron deems synthetic and alternative drugs dangerous and detrimental to the citizens, guests and fabric of the community of Mountain Iron. It bans the sale, possession, transfer and or manufacturing of synthetic drugs or alternative drugs. Penalties shall be accordance with Section 10.99 of the Mountain Iron City Code.

**SECTION 5: SEVERABILITY.** If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

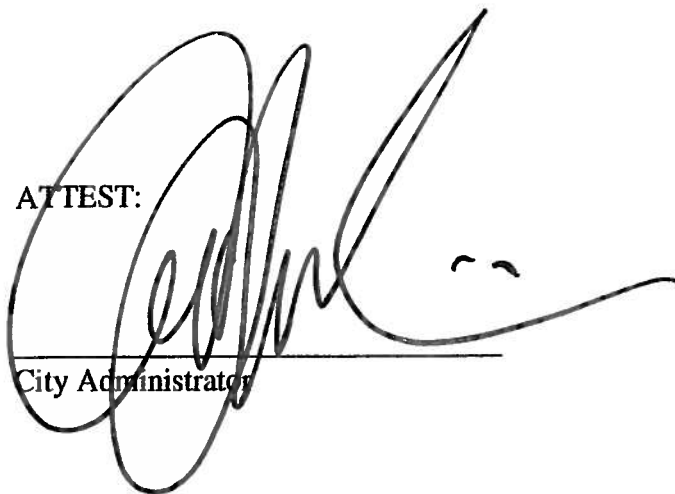
**SECTION 6: INCONSISTENT ORDINANCES.** All Ordinances or portions thereof inconsistent with this Ordinance shall be repealed and replaced with the provisions of this Ordinance.

**SECTION 7: CITY CODE.** This Ordinance shall be incorporated into the Mountain Iron City Code as Chapter 131.

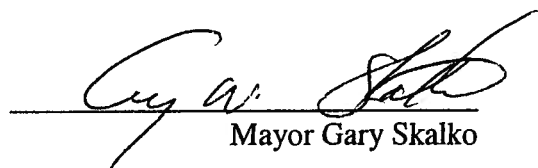
**SECTION 8: EFFECTIVE DATE.** This Ordinance shall be effective in accordance with State Statute.

**DULY ADOPTED BY THE CITY COUNCIL THIS 16<sup>th</sup> DAY OF DECEMBER, 2013.**

ATTEST:



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



\_\_\_\_\_  
Mayor Gary Skalko

## **Appendix A**

Substances described in this ordinance and distributed under the commercial/retail names contained in this Appendix shall be deemed to be unlawful and a synthetic drug, especially if they are packaged in a manner that indicates the product is “not for human consumption” or if it fails to disclose the products ingredients. Products commercially sold under similar or like names which have common, proven and lawful uses and which list their ingredients and directions for use shall not be deemed unlawful under this ordinance.

**Numbers:** 8-Ball, 251, 2C-1

- A:** Afgan Black, Am-Hi-Co (All Types), Aphrodisia, Atomic Bomb, Aztec Gold, Aztec Midnight Wind Tezcatlipoca
- B:** Back Draft, Bad 2 The Bone, Banana Cream Nuke, Bath Salt, Bayou Blaster, Bigdaddy, Black Diamond, Black Magic Salvia, Black Mamba, Bliss (All Types), Blizzard, Blue Silk, Blueberry Hayze, Blueberry Haze, Bombay Blue, Bonzai, Bromo-Dragonfly, Buzz
- C:** C3, C4, C4 Herbal Incense, Caneff, Charge Plus, Cherry Bomb, Chill X, Chronic Spice, Cill Out, Citrus, Cloud 9, Colorado Chronic
- D:** Da Block, Dark Night II, Demon, Devil Eye, Dex, Diamond Spirit, Doves, Dragon Spice, D-Rail, Dream, Dynatmite N-R-G
- E:** Earthquake, Eruption Spice, Euphoria, Exotic Ultra, Exses, Ex-Ses Platinum (All Types), Ex-Ses Gold Plus, Extreme Spice
- F:** Fake Weed, Fertilizer, Fire Bird Ultimate Strength Cinnamon, Forest Humus, Freedom, Fully Loaded, Funky Monkey XXXX
- G:** G Four, G Greenies Caramel Crunch, Genie (All Types), Glass Cleaner, Genie, Gold Spirit Spice, Green Monkey Chronic Salvia, Greenies Strawberry, Grow
- H:** Head Rush Ultra, Heaven Improved, Heavenscent Suave, Herbal Ecstasy, Hioctane, Humboldt Gold, Hurricane, Hush, Hyper X Ultra
- I:** Ice Bud, Ivory (All Types)
- J:** Jamaican Gold, Joker
- K:** K Royal, K1 (All Types), K2 (All Types), K3 (All Types), K4 (All Types), Kind Spice, Kw Orisha Max, Kush
- L:** Legal Eagle (All Types), Legal Phunk, Love Potion 69, Legal (All Types), Legan Ecstasy, Legal Meth, Love Strawberry, Lunar Diamond, Lunar Wave

- M:** Magic Dragon Platinum, Magic Gold, Magic Silver, Magic Spice, Maya Blue, Mega Bomb, Melloman, Mellow Madness 1a, Methoxetamine, Mid-Atlantic Exemplar (All Types), Midnight Chill, Mind Bliss, Mngb Almond/Vanilla, Mngb (All Types), Moe Joe Fire, Mojo (All Types), Mr. Smiley's, Mtn-787, Mystery
- N:** Natural Ecstasy, Natural Lsd, Naughty Nights, Neutronium, New Improved K3 (All Types), New K3 (All Types), New-Kron Bomb, Nitro, Number One Choice (All Types)
- O:** Ocean Blue, Ocean Burst (All Types)
- P:** P.E.P. Potpourri (All Types), Paradise, Pink Lotus, Pink Tiger, Pixie Dust, Plant Food, Posh, Potpourri (All Types), Pow, Pulse, Pump It Powder, Pure Ivory, Purple Wave
- Q:** Quick Silver
- R:** Radioactive, Rasta Citrus Spice, Rebel Spice, Recharge (All Types), Red, Red Bird, Red Dove, Red Doves
- S:** S1. Swerve, Samurai Spirit, Sativah, Scarface, Scope (All Types), Sence, Serenity (All Types), Sex Intense, Sextacy (All Types), Shamantrance, Shanti Spice (All Types), Silent Black, Skink, Smoke, Smoke Plus, Snow Leopard, Solar Star Gold, Space (All Types), Spacetrips, Speed Freak, Spice (All Types), Spicery (All Types), Spicery Xxx (All Types), Spicylicious, Spice 99 (All Types), Spike 99 (All Types), Spike (All Types), Stardust, Starry Night, Stinger, Summer Skyy, Super Kush, Super Summit, Swagger Grape, Syn (All Types)
- T:** Texas Gold, Time Warp, Tnt, Tribal Warrior (All Types), Tranquility
- U:** Ultra Cloud 10, Unknown Cigarette, Utopia (All Types)
- V:** V8, Vanilla Sky, Voo Doo (All Types)
- W:** White (All Types), Who Dat (All Types), Wicked X, Wild Opium, Winder Boost, Window Cleaner, Wood Stock
- X:** Xtc, X-Tracy Ultra
- Y:** Yucantan Fire, Yucatan Fire
- Z:** Zombie World, Zoom



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com  
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

## RESOLUTION NUMBER 45-13

### ORDERING PREPARATION OF REPORT ON IMPROVEMENT

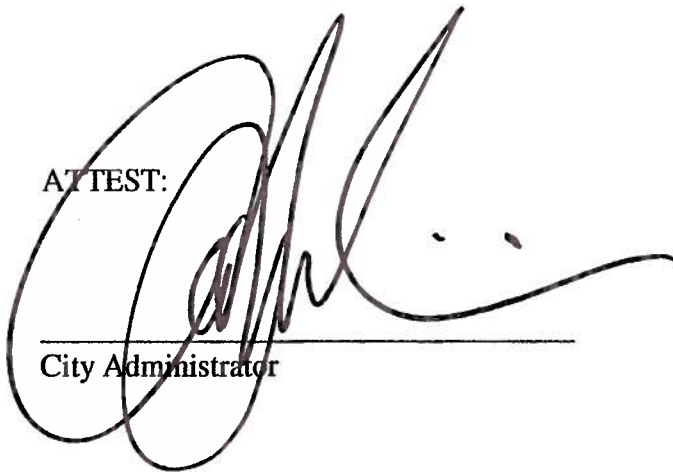
WHEREAS, it is proposed to improve Mountain Iron Drive between Unity Drive and Highway 52 by reconstruction, Rock Ridge Drive between Park Ridge Drive and Highway 169 by reconstruction, Fairview Lane between Mineral Avenue and Greenwood Lane by reconstruction and the entire length of South Court by reconstruction and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA:**

That the proposed improvement be referred to Benchmark Engineering for study and that that person is instructed to report to the City Council with all convenient speed advising the City Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**DULY ADOPTED BY THE CITY COUNCIL THIS 16<sup>th</sup> DAY OF DECEMBER, 2013.**

ATTEST:

  
\_\_\_\_\_  
City Administrator  
\_\_\_\_\_  
Mayor Gary Skalko



# **UNIFORM STATEWIDE CONTRACT FOR COGENERATION AND SMALL POWER PRODUCTION FACILITIES**

THIS CONTRACT IS entered into this day \_\_\_\_ of December, 2013, by City of Mountain Iron, a Minnesota municipal utility (hereafter called "Utility") and Mt. Iron-Buhl Independent School District 712, a Minnesota body politic (hereafter called "QF").

## **RECITALS**

The QF has installed electric generating facilities, consisting of a 12.48 kW solar photovoltaic (PV) energy system rated at less than 40 kilowatts on property located 5529 Emerald Ave., Mountain Iron, MN 55768.

The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the Minnesota Public Utilities Commission (hereafter called "Commission") rules on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required by the Commission's rules.

## **AGREEMENTS**

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.
2. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. The QF has elected the rate schedule category net energy billing rate under part 7835.3300. A copy of the presently filed rate schedule is attached to this contract.
3. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Utility or of the Commission, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.
4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF will be made as a credit to the QF's account with the Utility.

5. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for the QF. This agreement does not waive the QF's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.
6. The Utility's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production.
7. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.
8. The QF is responsible for the actual, reasonable costs of interconnection.
9. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.
10. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.
11. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity by notice to the Superintendent.
12. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$300,000 per occurrence.
13. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled 30 days after notice is given.
14. This contract contains all the agreements made between the QF and the Utility except that this contract shall at all times be subject to all rules and orders issued by the Public Utilities Commission or other government agency having jurisdiction over the subject matter of this contract. The QF and the Utility are not responsible for any agreements other than those stated in this contract.

THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

QF:

UTILITY:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Superintendant

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

# **UNIFORM STATEWIDE CONTRACT FOR COGENERATION AND SMALL POWER PRODUCTION FACILITIES**

THIS CONTRACT IS entered into this day 18<sup>th</sup> of December, 2013, by City of Mountain Iron, a Minnesota municipal utility (hereafter called "Utility") and the Mountain Iron Economic Development Authority, a Minnesota body politic (hereafter called "QF").

## **RECITALS**

The QF has installed electric generating facilities, consisting of a 12.8 kW solar photovoltaic (PV) energy system rated at less than 40 kilowatts on property located 8787 Silicon Way, Mountain Iron, MN 55768.

The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the Minnesota Public Utilities Commission (hereafter called "Commission") rules on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required by the Commission's rules.

## **AGREEMENTS**

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.
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4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF will be made as a credit to the QF's account with the Utility.

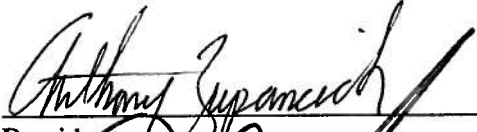
5. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for the QF. This agreement does not waive the QF's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.
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11. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity by notice to the Superintendent.
12. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$300,000 per occurrence.
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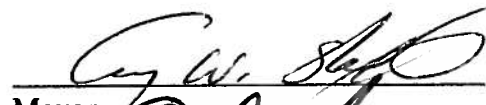
matter of this contract. The QF and the Utility are not responsible for any agreements other than those stated in this contract.

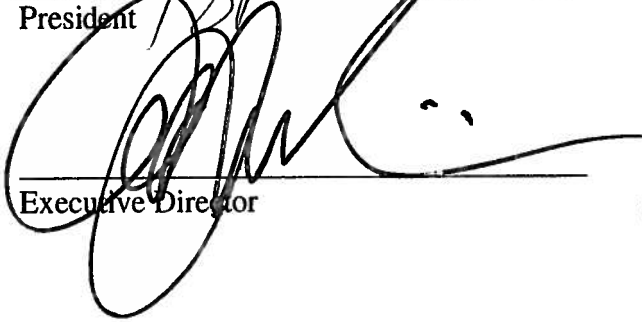
THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

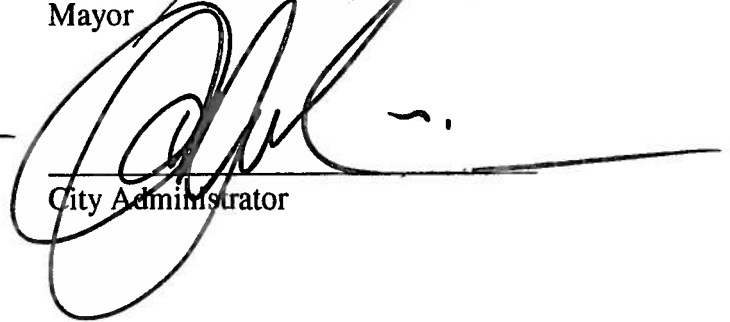
QF:

UTILITY:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Executive Director

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

## **COUNCIL LETTER 010614-IVA1**

**MAYOR GARY SKALKO**

### **REORGANIZATION**

**DATE:** January 2, 2014

**FROM:** Mayor Gary Skalko

Craig J. Wainio  
City Administrator

---

As part of the reorganization of the City, the Mayor is recommended that the City Council adopt the following:

1. Deputy Mayor.
2. Trenti Law Firm is designated as the City Attorney.
3. Benchmark Engineering is designated as the City Engineer.
4. Official newspaper for the City – Hometown Focus.
5. 1<sup>st</sup> and 3<sup>rd</sup> Mondays of the Month at 6:30 p.m. are the official meeting times.
6. The following are the official depositories of the City:
  - a. American Bank
  - b. Frandsen Bank
  - c. Wells Fargo Bank
  - d. US Bank
  - e. Twin City Federal
  - f. League of Minnesota Cities 4M Fund
  - g. Miller Johnson Steichen Kinnard, Inc.
  - h. Morgan Stanley
  - i. Northland Securities
  - j. First National Bank of Buhl
  - k. Federal Home Loan Bank

**COUNCIL LETTER 010614-IVA1**

**MAYOR GARY SKALKO**

**COMMISSION APPOINTMENTS**

**DATE:** January 2, 2014

**FROM:** Mayor Gary Skalko

Craig J. Wainio  
City Administrator

---

The Mayor Skalko requested this item be placed on the Agenda with the following background information:

City Advisory Board/Commission Appointments:

- 1) Planning & Zoning (3 year term)
  - a. Tim Johnston (reappointed)
  - b. Vicky Juntunen (reappointed)
- 2) Utility Advisory Board (3 year term)
  - a. Renny Renzaglia (reappointed)
  - b. Harvey Hellyer (\*2 year term)
- 3) Parks & Recreation Board (3 year term)
  - a. Brian Wilson (reappointed)
  - b. Joe Prebeg (reappointed)
  - c. Gerry Golobich (reappointed)
- 4) Economic Development Authority (5 year term)
  - a. Jeremy Jesch (reappointed)
- 5) Library Board (3 year term)
  - a. Carolyn Olsen (reappointed)
  - b. Milly Babbini (reappointed)
- 6) Public Safety and Health Board (3 year term)
  - a. Alan Stanaway (reappointed)
- 7) Cable Commission (3 year term)
  - a. Tom Cvar (reappointed)



**COUNCIL LETTER 010614-IX**

**PERSONNEL COMMITTEE**

**CLOSED MEETING**

**DATE:** January 2, 2014  
**FROM:** Personnel Committee  
Craig J. Wainio  
City Administrator

---

The Personnel Committee is requesting a closed meeting under MN Statute 13.05D, subdivision 2(b) for preliminary consideration of allegations or charges against an individual subject to the public body's authority.

Before closing the meeting, the council must state on the record the specific grounds for closing the meeting and describe the subject to be discussed.

The meeting must be open at the request of the individual who is the subject of the meeting. Thus, the individual should be given advance notice of the existence and nature of the charges against him or her, so that the individual can make an informed decision about whether to request that the meeting be open.

The meeting must be electronically recorded, and the recording must be preserved for at least three years after the meeting.

If the public body decides that discipline of any nature may be warranted regarding the specific charges, further meetings must be open.



# Minnesota Pollution Control Agency

Duluth Office | 525 Lake Avenue South | Suite 400 | Duluth, MN 55802 | 218-723-4660  
800 657-3864 | 651-282-5332 TTY | [www.pca.state.mn.us](http://www.pca.state.mn.us) | Equal Opportunity Employer

December 27, 2013

Honorable Gary Skalko  
Mayor, City of Mountain Iron  
Mountain Iron Wastewater Treatment Plant  
8586 South Enterprise Drive  
Mountain Iron, MN 55768

RE: November 13, 2013 Notice of Violation - Mountain Iron WWTP  
Completion of Corrective Actions

Dear Mayor Skalko:

This letter acknowledges that the City of Mountain Iron (Regulated Party) has completed the corrective actions described in the Minnesota Pollution Control Agency's (MPCA) November 13, 2013 Notice of Violation (NOV).

On December 13, 2013, the Regulated Party submitted a response to November 13, 2013, NOV. Based upon this information, the MPCA staff has determined that all corrective actions contained in the NOV have been completed.

Please note that MPCA staff concur with the Regulated Party's response to violation number 3 of the NOV which indicated a percent total suspended solids removal effluent violation for August, 2012 was not actually a violation. In response the MPCA database has been corrected to reflect the actual value that was submitted by the Regulated Party's wastewater operator.

Please note that the NOV and the Regulated Party's response will remain on record at the MPCA and your response does not preclude the MPCA from taking further action with respect to the violation(s) listed in the NOV.

If you have any questions, please contact John Thomas at 218-302-6616.

Thank you for your attention to this matter and your cooperation in fulfillment of the requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul C. Scheirer".

Paul C. Scheirer  
Supervisor, Northeast/Northwest Regional Unit  
Detroit Lakes Office  
Municipal Division

PCS/JT:pp

cc: Tim Satrang, Superintendent, Wastewater Treatment Facility  
Paul Scheirer, MPCA  
Mark Hugeback, MPCA  
Enforcement Data Coordinator-Enforcement Database Tracking Number 18333  
NPDES/SDS Permit File MN0040835