

**CITY OF CRAIG
COUNCIL AGENDA
October 19, 2023
COUNCIL CHAMBERS 6:30 PM**

ROLL CALL

Mayor Kasey Smith, Hannah Bazinet, Cody Schwegel, Josh Bennett, Michael Kampnich, Chanel McKinley, Millie Schoonover

SWEARING IN OF COUNCIL MEMBERS

CONSENT AGENDA

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed and placed on the regular meeting agenda.

-

HEARING FROM THE PUBLIC

- Open for public comment

READING OF CORRESPONDENCE

- ADN Article – Alaska Moves to Restrict Cannabis Like Products Derived from Hemp
- Ketchikan Non-Rural Designation Action – City Comment Letter

CONSIDERATION OF RESOLUTIONS AND ORDINANCES

-

UNFINISHED BUSINESS

- Final Approval of a lease of city property to Craig Standlee dba CFI Industries of a portion of Lot 7, JT Brown Subdivision
- Final Approval of a lease of city property to Alaska Department of Natural Resources of a portion of the warehouse located on Lot 4B, Block 27A, USS 1430

NEW BUSINESS

-

EXECUTIVE SESSION

- An executive session for the purpose of discussing personnel issues related to the Craig City Clerk

COUNCIL COMMENTS

ADJOURNMENT

To provide public comment to the council remotely, contact the Craig City Clerk at cityclerk@craigak.com, before 5:00 p.m. by the day of the council meeting.



Alaska moves to restrict cannabis-like 'diet weed' products derived from hemp

MARIJUANA INDUSTRY

Alaska Beacon

The state of Alaska has approved new regulations on inexpensive cannabis-like products derived from hemp, sometimes referred to as "diet weed."

The new changes mean intoxicating hemp-derived products will have to be regulated by the state's marijuana control board, an act that will see them removed from vape shops and other unregulated stores across the state.

Some nonintoxicating products will also be affected by the changes. So-called "full-spectrum" hemp products intended to help with epilepsy and pain include a variety of cannabinoids, including some now restricted by the state's industrial hemp program. Manufacturers will have to either extract and combine specific chemicals in isolation or seek approval through the marijuana regulatory process, adding time and expense.

The new regulations were signed by Lt. Gov. Nancy Dahlstrom on Tuesday and will take effect Nov. 3.

Members of the state's legal marijuana industry championed the changes and said they will close a safety loophole that allowed intoxicating, cannabis-like drugs to be sold to underage Alaskans and without the taxes applied to cannabis.

"If you want intoxicating cannabinoids, you should visit your local friendly marijuana retailer," said Brandon Emmett, co-chair of Gov. Mike Dunleavy's task force on recreational marijuana, which recommended the change earlier this year.

Hemp businesses, which vocally opposed the change, say that Alaska's marijuana industry is more interested in extinguishing a competitor.

"Their interest isn't about protecting the children. It's about protecting their dollars," said Danny Ferguson of Anchorage-based Primo Alaska.

"I have well over 13,000 (hemp-derived) edibles in stock at my store. I have no way to sell them in Alaska before November," he said.



October 16, 2023

Southeast Alaska Subsistence Regional Advisory Council

Email: deanna.perry@usda.gov

Dear Advisory Council Members,

The City of Craig would like to submit comments related to the proposal to rescind the Nonrural Determination for Ketchikan.

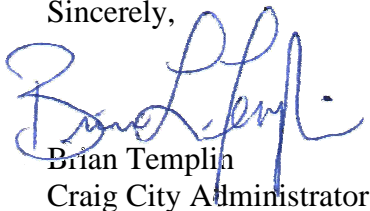
The City of Craig is strongly opposed to approval of this action. Ketchikan (both the city and borough) have large chain stores available (i.e. Walmart and Safeway) and are interconnected with other communities adjacent to them. Ketchikan is a primary transportation hub in SE Alaska with a population of almost 14,000 persons within the borough.

Rescinding the non-rural designation for Ketchikan does not appear to be consistent with other rural designations in Alaska and will have a significant detrimental impact on rural subsistence use for communities on Prince of Wales Island, an area that has restricted transportation, does not have significant shopping opportunities available, and faces a very high cost of living.

Allowing Ketchikan residents to harvest rural subsistence fish and game from Prince of Wales will have a grossly negative impact to rural residents while benefiting a community that does not have the same rural characteristics.

The City of Craig strongly urges the advisory council to disapprove this request.

Sincerely,



Brian Templin
Craig City Administrator

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Samantha Wilson, City Planner
Date: October 5, 2023
RE: CFI Industries LLC.

Attached you will find a draft lease between Craig Standlee d.b.a. CFI Industries LLC and the City of Craig for a 10,000 ft² parcel of Lot 7, JT Brown Subdivision.

The value of this lease was determined by adjusting the assessed value via the Alaska consumer price index from 2018 to 2022. The assessed value of the land is \$40,000 which would be adjusted to \$45,476 from that time frame. As a for-profit business, this lease would require an 8% annual lease fee based on the total value of the lease property: \$3,638.08 annually. Utilization of the consumer price index from an assessed value to determine the minimum lease rent is permitted by the Craig Municipal Code sections 16.02.030 and 16.02.140. The year 2018 was selected as five years is the average length of a lease and the previous lease-holder for this property paid based on the value of \$40,000; the City Council reserves the right to adjust lease rates every five years per section 16.02.140B 2 of the Craig Municipal Code.

As a hold-over from the previous lease on Lot 7A, a clause providing the lessee the option to purchase the property if required conditions are met has been included. The sale of city property requires the approval of the Craig City Council which reserves the right to approve or deny the sale. In keeping with comments made by a council member regarding the recent proposed sale of another JT Brown lot, a condition giving the city the first right of refusal has been included.

Upon request of lessee, language was added delaying the start of the pollution liability insurance 1 year after the start of the business. The requested insurance adds an additional \$2,000 to the lessee's insurance and causes financial difficulty for the lessee in starting up. It is at the discretion of the City Council to approve the language as written in condition 13.

The City Council reserves the right to approve or deny the lease as written, or approve the lease with amendments.

Recommendation

Move to approve the five-year lease between the City of Craig and CFI Industries LLC with option to renew.

LEASE AGREEMENT

This lease agreement is entered into by and between the City of Craig, Alaska, PO Box 725, Craig, Alaska 99921 (hereinafter "City"), and Craig Standlee, d.b.a. CFI Industries LLC. PO Box 688 Craig, AK 99921 (hereinafter "Lessee").

WHEREAS Lessee desires to construct a facility on municipally-owned property for the purpose of operating a business specializing in marine diesel and hydraulics repair, machining, robotics, and automation within the corporate boundaries of the City of Craig; and

WHEREAS Lessee has determined that a site on City-owned land near the northern line of Section 5 of Township 74S, Range 81E within the J.T. Brown Industrial Park is a suitable location for said activity; and

WHEREAS Lessee has applied for a lease of said property as required by Chapter 16 of the Craig Municipal Code.

WITNESSETH:

1. The City hereby leases to Lessee the eastern 91.00' (approximately 10,000 ft² of Lot 7, JT Brown Subdivision.
2. The effective date of this lease is October 1, 2023. This lease shall expire September 30, 2028.
3. This lease may be renewed three times for a period of up to five years per renewal. Said renewal shall be in a form acceptable to Lessee and City.
4. The Lessee shall pay to the City an annual lease payment of \$3,638.08. The lease payment is due September 1st of each lease year.
5. The lease is for the purpose of providing Lessee with a desirable location to operate a marine diesel and hydraulics repair business. This lease will terminate automatically if and when the Lessee suspends use of the leased premises for the above purposes for a period of six (6) months or longer.
6. Lessee shall be responsible for establishing and paying for required utilities or services including garbage, electrical utilities, and water.
7. Lessee agrees to maintain the leased area, and any appurtenant buildings, equipment or structures in a well maintained and sightly condition. Lessee agrees to conform to all applicable City land use requirements and shall comply with all laws and regulations of the City, the State of Alaska and the federal government. Lessee will be required to obtain authorization from the City for construction of any and all structures placed on the lease area.

8. The provisions of Craig Code § 16.02.140 (terms and conditions of leases) are incorporated herein by reference, as if fully set forth herein; and Lessee acknowledges receipt of a copy of those provisions.
9. The City shall have the right to enter the leased premises at all reasonable times to examine the condition of same.
10. Lessee agrees to hold harmless, indemnify and defend City against any and all claims for damage, injury, or wrongful death which may be brought or asserted by Lessee, its agents, or third parties resulting from Lessee's use or occupancy of the leased premises.
11. All buildings, fixtures and equipment of whatsoever nature, that Lessee shall have installed upon the leased premises, whether permanently affixed or otherwise, shall continue to be the property of the Lessee and may be removed by it at the expiration or termination of this lease or of any renewal thereof; and at its own expense, Lessee shall repair any injury to the premises resulting from such removal.
12. At no expense to the City, Lessee shall obtain and keep in force throughout the time period of this lease, comprehensive public liability insurance naming the City as an insured or as additional insured, in a coverage amount of at least \$1,000,000 per occurrence. Lessee will provide the City with proof of insurance coverage in the form of a certificate of insurance; and upon City request, Lessee will additionally provide a copy of the insurance policy. Said insurance policy must provide that the City will be notified at least 30 days before termination, cancellation or material change in the insurance coverage; and include a waiver of subrogation by which the insurer waives all rights of subrogation against the City for payments made under the policy.
13. Starting one year after the beginning of this lease and at no expense to the City, Lessee shall obtain and keep in force throughout the remaining time period of this lease, pollution liability insurance naming the City as an insured or as additional insured, in a coverage amount of at least \$1,000,000 per occurrence. Lessee will provide the City with proof of insurance coverage in the form of a certificate of insurance; and upon City request, Lessee will additionally provide a copy of the insurance policy. Said insurance policy must provide that the City will be notified at least 30 days before termination, cancellation or material change in the insurance coverage; and include a waiver of subrogation by which the insurer waives all rights of subrogation against the City for payments made under the policy.
14. This lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

15. Lessee is required to keep the unleased western portion of Lot 7 open and accessible for use by the Craig Harbor Department. If access to the western portion of Lot 7 is blocked due to lessee or activities associated with lessee, the lessee is required to remove item(s) restricting access at the direction of the Craig Harbormaster.
16. No later than three months prior to the termination date of this lease, Lessee may petition City to negotiate the terms and conditions necessary for lessee to purchase The Property. Such terms and conditions may include applying up to twenty percent (20%) of the lease payments made under this agreement toward the purchase of The Property. Lessee's petition to purchase must be prefaced by lessee constructing permanent industrial building(s) on The Property. Final terms and conditions of any subsequent sale are subject to approval by the Craig City Council by ordinance. If the lessee does purchase the property, the City reserves the first right of refusal in the event the lessee ever choses to sell the property.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year written below.

CFI Industries LLC.

DATED:_____ By:_____
Craig Standlee

CITY OF CRAIG, ALASKA

DATED:_____ By:_____
Brian Templin, City Administrator

ACKNOWLEDGMENT BY LESSEE

STATE OF ALASKA

FIRST JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this ____ day of _____, 2023, in Craig, Alaska before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Craig Standlee, owner of CFI Industries, to me known and known to me to be the person he represented himself to be and the same identical person who executed the above and foregoing instrument on behalf of himself and CFI Industries and who acknowledged to me that he had full power and authority to and did execute the above and foregoing as a free and voluntary act and deed on behalf of himself and CFI Industries, and for the purposes therein mentioned.

WITNESS my hand and official seal the day, month and year herein first above written.

Notary Public, State of Alaska

My commission expires:_____

ACKNOWLEDGMENT BY CITY

STATE OF ALASKA

FIRST JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this ____ day of _____, 2023, in Craig, Alaska before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Brian Templin, the city administrator of the City of Craig, Alaska, to me known and known to me to be the person he represented himself to be and the same identical person executed the above and foregoing instrument on behalf of the CITY OF CRAIG, Alaska and who acknowledged to me that he had full power and authority to and did execute the above and foregoing as a free and voluntary act and deed on behalf of the City of Craig, and for the purposes therein mentioned.

WITNESS my hand and official seal the day, month and year herein first above written.

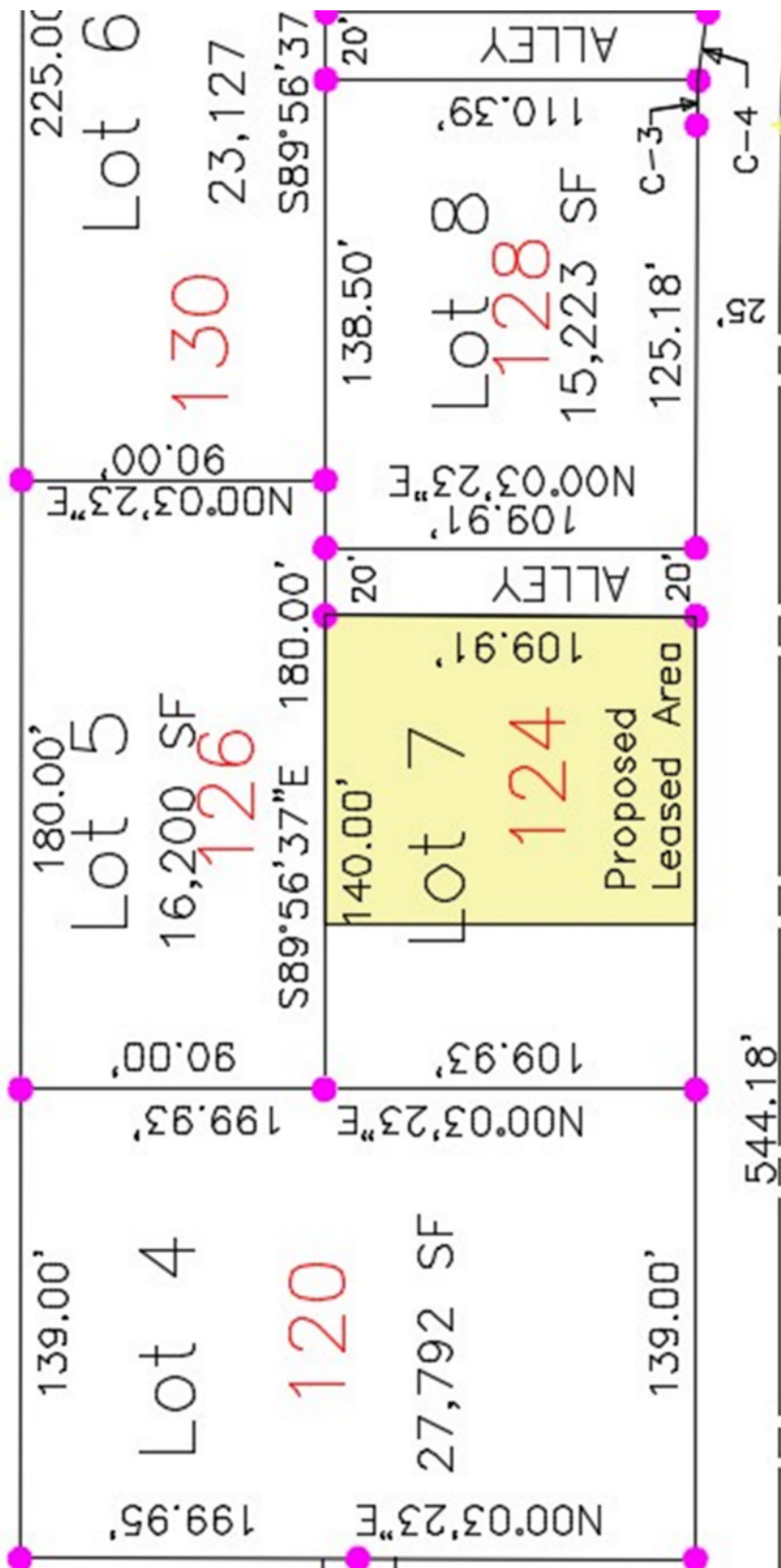
Notary Public, State of Alaska

My commission expires:_____

BASIS OF BEARINGS

, KETCHIKAN RECORDING DISTRICT

'E 891.79' (891.81' R)



J.T. Brown Drive

834.71'

834.71' R)

(N89°56'

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Samantha Wilson, City Planner
Date: October 11, 2023
RE: Alaska Department of Natural Resources Lease of City Dock Warehouse Space

Attached you will find a draft lease between the Alaska Department of Natural Resources and the City of Craig for a 3 ft² portion of the warehouse on Lot 4B, Block 27A, USS 1430. Ordinance 761 was passed at the public hearing on July 20th authorizing the Craig City Administrator to begin negotiations.

As the Alaska Department of Natural Resources is a state agency and the use of the lease space will be to the benefit of the public, this lease satisfies the requirements associated with section 16.02.030 Minimum Rent, Section B: Public Use where a lease may be assigned at less-than 8% of the appraised property value. The recommended annual rent primarily reflects the anticipated electrical cost to run the device.

The state has requested exemptions from some requirements outlined in the Craig Municipal Code, as well as some language that is typical of such leases related to liability and responsibility in the event of an incident affecting the City, the lessee, or a third party due to lessee's actions. These include section 16.02.140 G.3 and section 16.02.140 V.3.

G.3 By entering into the lease, the lessee agrees to defend and indemnify the city from and against any and all claims by third parties (including governmental entities and industry pollution-based claims brought against the city by reason of activities on the land during the period of lessee's lease.

V.3 "...requirements that the lessee indemnify the city against third party claims for personal injury or property damage arising from lessee's occupancy of the land, and support that indemnification with liability insurance naming the city as an additional insured."

Section G is a general requirement while Section V is an additional lease term that is typically included in standard leases but is optional. This section is reflected in the proposed changes to section 9 of the attached lease.

Changes were also requested with regards to Section 7 and Section 11 that further reflect requested changes of typical lease language.

The City Council reserves the right to approve or deny the lease as written, suggest amendments for continued negotiations, or reject the lease.

Recommended Motion: Review the requested amendments and determine if the requested changes are acceptable risk given the benefit of the proposed project (see attached letter from the DNR). If the benefit is determined to outweigh risk, move to approve the five-year lease between the City of Craig and the Alaska Department of Natural Resources with opportunities to renew.

LEASE AGREEMENT

This lease agreement is entered into by and between the City of Craig, Alaska, PO Box 725, Craig, Alaska 99921 (hereinafter "City"), and the Alaska Department of Natural Resources 550 W. 7th Ave., Suite 650 Anchorage, Alaska 00501 (hereinafter "Lessee").

WHEREAS Lessee desires to install a receiver consisting of an antenna and power box to collect real time corrections and precise positioning as part of the Alaska Continuously Operating Reference Network (ACORN); and

WHEREAS Lessee has determined that the green warehouse at the end of the Craig City Dock located at 308 Front Street is a suitable location for Lessee's equipment; and

WHEREAS Lessee has applied for a lease of the property as required by Chapter 16 of the Craig Municipal Code.

WITNESSETH:

1. The City hereby leases to Lessee a 3 ft² space of the green warehouse located on the dock at Lot 4B, Block 27A, USS 1430.
2. The effective date of this lease is October 1, 2023. This lease shall expire September 30, 2028.
3. The Lessee shall pay to the City an annual lease payment of \$120. The lease payment is due October 1st of each lease year.
4. This lease may be renewed three times for a period of up to five years per renewal upon approval of the City Council at the sole discretion of the City. Any renewal may include modifications to lease agreement at the sole discretion of the City. Any renewal approved by the City Council must be in writing and signed by both parties. Lessee acknowledges that a renewal is not automatic.
5. The lease is for the purpose of providing Lessee with a desirable location to house GIS and receiver equipment. This lease shall terminate automatically if and when the Lessee suspends use of the leased premises for the above purposes for a period of six (6) months or longer.
6. Lessee agrees to maintain the leased area, and any appurtenant buildings, equipment or structures in a well maintained, safe and sightly condition. Lessee agrees to conform to all applicable City land use requirements and

shall comply with all laws and regulations of the City, the State of Alaska and the federal government. Lessee will be required to obtain authorization from the City for construction of any and all structures placed on the lease area.

7. The provisions of Craig Code § 16.02.140 (terms and conditions of leases) are incorporated herein by reference, as if fully set forth herein; and Lessee acknowledges receipt of a copy of those provisions. *Upon request of the lessee and with approval of the Craig City Council, section 16.02.140 G.3 on page 16-8 and section 16.02.140 V.3 on page 16-10 are determined to be non-applicable to the lease agreement.*
8. The City shall have the right to enter the leased premises at all reasonable times to examine the condition of leased area.
9. *The City of Craig and the State of Alaska, including but not limited to the Alaska Department of Natural Resources and/or the Division of Mining, Land, and Water, each agree that they will be responsible for their own acts, omissions, or other culpable conduct and neither shall be responsible for the actions or inactions of the other. Each party agrees to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative defense, or request for relief.*
10. All buildings, fixtures and equipment of whatsoever nature, that Lessee shall have installed upon the leased premises, whether permanently affixed or otherwise, shall continue to be the property of the Lessee and may be removed by it at the expiration or termination of this lease or of any renewal thereof; and at its own expense, Lessee shall repair any injury to the premises resulting from such removal.
11. *The State of Alaska is self-insured in accordance with the attached Certificate of Self-Insurance. See appendix A.*
12. If the damage, obstruction, or otherwise are caused by activities associated with lessee, the lessee is required to remove, repair, and/or adjust equipment at the direction of the Craig Harbormaster.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year written below.

ALASKA DEPARTMENT OF NATURAL RESOURCES

DATED:_____ By:_____

Peter Flint, Authorized Representative of the Alaska
Department of Department of Natural Resources

CITY OF CRAIG, ALASKA

DATED:_____ By:_____

Brian Templin, City Administrator

APPENDIX A INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Alaska Continuously Operating Reference Network (ACORN) Milestones, Benefits and Impacts

Background:

Statewide GNSS-RTN systems are ubiquitous outside of Alaska. Many states have multiple overlapping systems managed by different providers, including both commercially and publicly run networks. Recognizing the significant role and benefits this technology brings to the state economy and Alaskans, DNR DMLW is building a statewide Real-Time CORS network¹ (ACORN). A consistent and complete geographic coverage with instant access to accurate positional information will benefit all Alaskans by decreasing field logistics, costs, and time and allowing newer technologies to be implemented in Alaska. This system is designed for the future to support new technologies and multifunctionality.

ACORN will provide valuable infrastructure for essential public services such as transportation, surveying, forestry, mining, construction, agriculture, remote sensing, health and safety, and emergency services. It will help protect the life, health, and safety of Alaskans.

ACORN's anticipated benefits for Alaska:

- Unmanned Aircraft Systems (UAS) guidance system integration for commercial, scientific and wildfire mapping.
- Infrastructure for high precision agriculture, mining & transportation safety for on-board steering and controls.
- Infrastructure to allow Alaska to participate in USGS earthquake early warning system (ShakeAlert).
- Substantial cost savings for infrastructure improvements and maintenance including roads, pipelines, and utilities.
- Improve weather forecasting in Alaska.
- Dual purpose stations for weather prediction, snow depth, and tide gauge data to monitor sea level rise or glacial rebound and creating accurate storm surge and tsunami inundation models.
- Precise locations of cell phone data for NextGen911 emergency systems through augmented GPS (aGPS).

Cost benefit analysis from other states:

California DOT GNSS Network annual costs \$580,000 and annual benefit equivalent of \$38.5M. Not statewide coverage. Florida's GNSS Network annual costs \$375,440 with an annual benefit to only the state at \$964,360. North Carolina's GNSS Network annual cost \$625,000 with an annual benefit of \$360M.

ACORN Consortium Members:

EarthScope, formerly UNAVCO	DGGS Snow & Hazard	Surdex
DOT UAS, Statewide Aviation	NWS - Marine, Sea Ice, Tsunami &	Woolpert
NOAA, NGS Regional Advisor	Coastal Hazards	Ahtna
UAF Geophysical Institute	Dewberry	Northwest Arctic Borough
UAF ACUASI	NV5	City of Fairbanks
CRW Engineering	Fugro	
Alaska Earthquake Center	Merrick	

¹ Continuous Operating Reference Stations (CORS) provide, highly accurate, geodetic quality Global Navigation Satellite System (GNSS) data at a known location which enables users to improve three-dimensional positioning, meteorology, space weather, and geophysical applications. It is the cornerstone of the geometric component of the National Spatial Reference System (NSRS).

To implement a Real Time Network, a network of ground station CORS sites with low latency communications sends real-time positional information to a central server which builds a network to provide real-time, 2 cm horizontal, positional information eliminating the need to spend hours collecting data in the field, then more time in the office processing the data, then a second trip to the field to complete the work.

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Brian Templin, City Administrator
Date: October 13, 2023
RE: Executive Session Agenda Item

At staff's suggestion and the request of the city council, an executive session for the October 19, 2023 council meeting.

Public bodies, like the Craig City Council, are permitted to meet in executive session—outside of the presence of the public—under limited circumstances, per 44.62.310 of Alaska Statutes.

Those circumstances include:

1. matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the public entity;
2. subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
3. matters which by law, municipal charter, or ordinance are required to be confidential;
4. matters involving consideration of government records that by law are not subject to public disclosure.

The purpose of the executive session will be to discuss personnel matters. The executive session will be covered by circumstance number three.

Per the cited statute, the council's executive session discussion must be limited to items contained in the motion to move into executive session and that action may not be taken while in an executive session, except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations.

In order to move into an executive session, the council must first meet in open session and adopt a motion to move into executive session. Following the executive session, the council typically approves a motion to reconvene into open session. Any action that the council wishes to take can be done when the council reconvenes (if that item is on the agenda) or at a future council meeting.

Recommendation

That the council adopt the motion below to move into executive session.

Recommended motion: I move to convene an executive session of the Craig city council to discuss matters, which by law, municipal charter, or ordinance are required to be confidential; to discuss personnel matters related to the Craig city clerk.