

RESOLUTION NO. 1343

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING
A PERSONAL CELLULAR PHONE USE STIPEND FOR THE CITY OF DAYTON MAYOR FOR CITY
BUSINESS**

WHEREAS, the City Council has determined that use of a cell phone by the Mayor is necessary for the City to operate openly and efficiently; and

WHEREAS, the City desires to provide a stipend for the purpose of reimbursing the Mayor for costs associated with his use of his personal cell phone to conduct official business on behalf of the City; and

WHEREAS, the City believes the stipend will be beneficial to the City and its employees.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO
RESOLVE AS FOLLOWS:**

Section 1. The City Council authorizes a cell phone stipend to be paid to the Mayor, in the amount of \$40 per month, for so long as the Mayor maintains a personal cell phone and conducts City business on that personal cell phone.

Section 2. The amount of the stipend is based upon the cost of the City business portion of the Mayor's use of his cell phone and is less than what the cost to the City would be to issue the Mayor a City-owned cell phone for such use. The stipend shall be paid to the Mayor not later than the 15th of each month.

Section 3. The Mayor shall also receive a reimbursement allowance for the purchase of a new "smart" cellular phone once every two-years. The reimbursement allowance shall be up to, but not to exceed \$200 (Two Hundred Dollars). The Mayor shall provide a bill or purchase receipt in order to receive the reimbursement allowance.

Section 4. Prior to obtaining a stipend, the Mayor shall agree in writing to the terms of a monthly cellular phone use stipend as provided in Attachment "A" – Agreement for Personal Cellular Phone Use Stipend for City Business.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING ON THE 13TH DAY OF JUNE, 2018.

City of Dayton



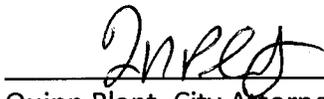
Craig George, Mayor

Attest:

A handwritten signature in cursive script, appearing to read "Trina Cole", written above a horizontal line.

Trina Cole, Administrator/Clerk-Treasurer

Approved as to Form:

A handwritten signature in cursive script, appearing to read "Quinn Plant", written above a horizontal line.

Quinn Plant, City Attorney

Attachment "A"
Resolution No. 1343
Dated 06/13/2018

CITY OF DAYTON
Agreement for Personal Cellular Telephone Use Stipend for City Business

I _____ do hereby acknowledge and understand:

(PLEASE PRINT)

1. That the use of my personal cellular telephone for City business is a voluntary program;
2. That because I am willing to use my personal cellular telephone for official City of Dayton matters to conduct business, the City of Dayton will reimburse me with a monthly stipend of \$40.00 per month (the "Reimbursement");
3. That the use of my cell phone for City business shall not be considered a right or obligation or past practice and is not an on-going benefit that is included in the my overall compensation package;
4. That the City may terminate this stipend program at any time;
5. The City will reimburse the Mayor up to, but not to exceed \$200, for the purchase of a new "smart phone" cell phone once every two-years. The Mayor shall provide a bill or purchase receipt in order to receive the reimbursement allowance;
6. The City Clerk/Administrator may periodically request that the Mayor provide a copy of the first page of the cell phone bill in order to determine the eligibility and level of allowance amount. The stipend shall not exceed the Mayor's monthly charges for voice and data packages (all surcharges and taxes shall not be included);
7. That work-related texts, voice messages and email transmissions on cell phones are public records subject to the Public Records Act and I have a duty to maintain such records in accordance with the Washington Local Government Record Retention Schedules. Upon request by the City, the Mayor will provide billing statements reflecting all business-related phone calls (personal calls may be redacted).
8. That I have fully read and agree to the terms of this agreement as presented above.

Mayor's Signature

Date