

Minutes of joint meeting San Anselmo Town Council and Board of Commissioners Sleepy Hollow Fire Protection District May 19, 1976.

Present: Mayor Capurro, Councilmen Reed, Colteaux, Signorelli & Toal; Commissioners Gibbs, Gould & Ingels, together with Alan Bruce, Town Administrator, Hadden Roth, Town Attorney and Thomas Hendricks, Attorney for District.

The Administrator announced that there had been delivered to the Town Attorney late today a letter from the District's Attorney in response to the Administrator's letter of May 14th listing questions or problems raised by the District contract draft of May 10. The Administrator noted that his letter of May 14th was not based on detailed communication with the Council and that there may be other problems that the Council has of which he is not aware. Otherwise, it would appear that the only disagreements remaining are a matter of dates. He suggested that Mr. Hendricks review the open issues.

Mr. Hendricks first clarified that the District's proposed wording of Paragraph 8(c) (later reheaded as 8(b)) is as stated on page 2 of Mr. Hendricks letter of May 18th, namely

"At such meeting the parties shall acknowledge and confirm the County assessed valuations as defined in Section 7(b) hereof to be used as factors in determining the amount to be charged District, and shall endeavor to reach agreement on the non-shared items in the Fire Department operating budget as defined in Section 7(c) hereof."

Mr. Hendricks indicated his belief that this language represents a major concession on the part of the District; the Administrator so acknowledged.

Mr. Hendricks then confirmed that the District is in agreement with the Administrator's suggested additions to paragraphs 9 and 12. Mr. Hendricks further stated that it is correct and that the District recognizes that Section 9 is mandatory as to payment by the District of billings computed in accordance with Section 7, whether or not agreement is reached at the annual meeting called for by Section 8.

Mr. Hendricks then proceeded to review the only apparent remaining questions, all in the areas of dates:

The first question relates to Section 8(b) (later reheaded 8(a)) which calls for the furnishing of certain information by Town to District no later than May 1st of each year. This question was resolved by discussion among Council members and District Commissioners, resulting in the following language:

"Town further agrees to furnish District, no later than May 1 of each calendar year, the preliminary budget concerning the Fire Department for the next fiscal year. Town Administrator shall furnish any additional information affecting the budget as received. Town further agrees to furnish its complete, proposed budget for the next fiscal year to District at the same time as furnished to the Town Council.

The second question relates to Section 8(c) (later reheaded as 8(b)) as to the specific date of the joint budget review meeting therein called for. This question was resolved by Council acceptance of the District's request that such meeting continue to occur on the third Tuesday of May of each year. District representatives indicated their understanding that this date is early for the Town, and that some budgetary factors may change thereafter and before final adoption by the Town Council of the Fire Department budget or the Town budget as a whole.

The third question related to paragraph 10 as to the date of submittal to the District of a credit or an additional charge in relation to the difference between budget and actual expenditures for the preceding year. This question was resolved in discussions between Council members and District Commissioners by the following final language:

"Such credit or additional charge shall be submitted to District with substantiating data no later than July 15th of the ensuing fiscal year to be applied or paid in such ensuing fiscal year unless said credit or additional charge is not submitted by July 15th, in which case such credit or additional charge shall not be owing or applied until the next succeeding fiscal year."

Councilman Reed inquired as to the meaning of the words "substantiating data" as proposed by the District in Sections 9 & 10. Mr. Hendricks and Commissioner Ingels indicated that the intent was to assure that the District be adequately informed as to the basis for all billings and the elements thereof; that there was no intent to delay remittances in this connection.

Councilman Reed then inquired as to the effect of the proviso added by the District to Section 7(a), particularly whether it would serve to reduce the 5% override charge. The Administrator replied that he had analyzed this question carefully and run several calculations. He reported his conclusion that the proviso does not affect the 5% override as such, since the override moves along with the operating budget year year. However, the proviso could reduce the total charge to the District in a year in which the District's assessed value did not increase at the same pace or at a greater pace than that of the Town.

Thereafter, the attorneys for both parties were instructed to put the agreement in final form for early execution.

ADJOURNED at 9:50 P.M.

Libby Hanson, Deputy Town Clerk

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