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Meeting of Sanitary Board of Sanitary District No. 1,  
Marin County, California, held at the Town Hall at San Anselmo,  
on the 2nd. day of August 1921, at 7:30 o'clock P. M.

Present: Commissioners: Bliss, Hamilton, Hecker and  
Manning.

Absent: Commissioner McGee:

President Hamilton in the chair:

The following bills were ordered paid:

Frank Farrell \$120.00; Pacific Tel. & Tel. Co. \$2.00  
for phone, D. Prola, \$115.00; D. Prola \$25.00 for horse hire;  
Angelo Costa for 8½ days work on sewer \$38.25; N. Pizzigoni,  
for 11 days work on sewer \$49.50; G. B. Hund \$1.50 for lime,  
Jensen & Schloesser L. M. Co. \$3.45 for cement; State Compensation  
Insurance Fund \$46.25; The Marin Journal, \$157.55 for publishing  
delinquent tax list, C. C. Kennedy \$201.01 for engineer's fees,  
Bliss, Hamilton, Hecker and Manning, \$5.00 each for attendance  
at meeting.

Commissioner Bliss introduced the following Order and  
moved its adoption:

"ORDER NO. 5.

Providing for sewerage disposal through septic tanks, in Sanitary  
District No. 1, Marin County, California.

The Sanitary Board of Sanitary District No. 1, Marin County  
California, do ordain as follows:

Section 1: Every residence building in said Sanitary District No.  
1, Marin County, California, now in use, or which may hereafter be  
built shall have a complete system of plumbing drainage connected  
therewith connecting with the sewerage system of said district,  
and hereinafter provided. All sewerage, consisting of the ordinary  
discharge from water closets, urinals, wash stands, bath tubs,  
laundry tubs, kitchen sinks and all other similar fixtures, shall  
be disposed of through said system of said district, and in no  
other way, except however, when it is impracticable to connect



THIS AGREEMENT made and entered into this 21<sup>st</sup> day  
1921, by and between ~~the~~ SANITARY DISTRICT, NO. 1, *Marin County*  
California, party of the first part, and C. C. KENNEDY,  
County of Marin, State of California, the party of the  
second part,  
WITNESSETH:

WHEREAS the Board of Trustees contemplates the  
construction of the sewer system of the District by the construct-  
ion of a trunk line outfall sewer together with lateral  
connections in the Fairfax-Manor section:

NOW, THEREFORE, for and in consideration of the  
sum to be paid by the party of the first part to the  
second part at the times and in the manner herein-  
provided, the party of the first part hereby employs said  
second part as Engineer of the said Sanitary District  
for the purpose of performing the engineering work and supervising  
the construction of any of said improvements in said Sanitary  
District which may be initiated as well as the preparation of the  
plans therefor and the making of the necessary assessments  
thereon.

In the prosecution of the work of making said improve-  
ments the party of the second part hereby agrees to perform the  
following services, to-wit:

To make all surveys, run all levels and profiles; to  
prepare necessary maps, plans and designs for the carrying out  
of the work; to supervise and inspect all field work; to prepare  
and post on all ordinances, resolutions and notices required  
therein; to conduct and prosecution of such  
work; to prepare all plans and specifications and inspect  
the same; to perform and materials furnished in said work; to  
prepare and pass upon all contracts and estimates, diagrams and  
plans relating to such work from the commencement to the  
completion thereof, and to make all necessary assessment diagrams  
thereon.

In consideration of said services, said Sanitary  
District hereby agrees to pay said party of the second part  
the sum of            Dollars and            Cents  
or to eight (8) per cent of the total cost of the  
work of each of said improvements herein above referred  
to in the following manner, to-wit:

Five (5) per cent of the estimated cost of said  
improvements upon the adoption of the plans and specifications  
therefor; and the balance of said  
cost in any of said proceedings and the balance of said  
cost at (8) per cent of the actual cost of said improvements,  
at the completion of the work.

In the event that any of such improvements are  
not adopted by the Sanitary District, the party of the second  
part shall receive as compensation the actual cost of all work  
done, plus thirty five (35) per cent of such cost as office  
expenses, but if said proceedings are rescinded on account of  
the party and it is necessary to institute new proceedings, the  
proceedings received by the party of the second part on the  
first proceedings shall be applied as pro rata compensation on  
the second proceedings and the work shall be thereafter prosecuted  
in accordance with the provisions hereof.

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Provided however, that the amount, for which the  
Sanitary District shall be obligated to the party of the  
second part for the work of preparing the preliminary plans and  
trustees for the purpose of a bond election to authorize the  
issuance of bonds to pay for the cost of said trunk line outfall  
sewer, shall not exceed three hundred (300) dollars, in addition  
to that now due said party of the second part, in the event that  
said bond election fails to carry.

It is further agreed that all such improvements shall  
be presented diligently and as speedily as may be by both parties,  
the party of the second part shall at all times be subject to  
the orders of the Board of Trustees of said District, and such  
meetings shall be prosecuted in accordance with the orders of  
the Board and according to law.

IN WITNESS WHEREOF the party of the first part has  
caused this agreement to be approved by resolution, adopted  
this 10th day of August, 1921, and the corporate seal of  
said District to be hereunto affixed, and the party of the second  
part has hereunto set his hand the day and year first above  
written.

Marin Sanitary District "C. I.

by

\_\_\_\_\_  
President.

\_\_\_\_\_  
Secretary.

Party of the first part.

No. further business appearing the meeting adjourned.

Party of the second part.

*Edward P. Smith* 1921  
*John A. Hamilton*  
President