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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

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with said sewerage system, by reason of the fact that there is no main sewer within a reasonable distance of said residence building, then in lieu of said sewer connection said discharge from water closets, urinals, wash stands, bath tubs, laundry tubs, kitchen sinks and all other similar fixtures maybe connected to septic tanks constructed of wood or cement having at least the following inside dimensions, three (3) feet wide; four (4) feet deep and six (6) feet long, and said tank buried under at least eighteen inches of soil.

PENALTY.

Section 2. Any person, firm or corporation, violating any of the provisions of this ordinance, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be punished by a fine of not less than twenty five dollars (\$25.00) or more than fifty dollars (\$50.00).

This order shall take effect from and after the date of its passage. "

The motion to adopt said Order was seconded by Commissioner Hecker and upon being put to a vote was adopted by the following vote.

Ayes: Commissioners: Bliss, Hamilton, Hecker and Menning.

Noe: None.

The secretary was thereupon instructed to cause this Order to be published in the San Anselmo Herald, in its next publication on the 5th. day of August 1921.

The secretary was instructed to have printed by the San Anselmo Herald, notices of the passage of this Order and that copies thereof be posted throughout Fairfax by the Inspector.

The President and Secretary were instructed by the unanimous vote of the Board to enter into a contract with C. C. Kennedy, the Engineer of this Board for his services and compensation in the preparation of plans and specifications for the new sewer system, which said contract is in the following language:

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THIS AGREEMENT made and entered into this 29 day
of November, 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
improvement of the sewer system of the district by the construct-
ion of a new trunk line outfall sewer together with lateral
connections in the Fairfax-Manor sections:

NOW, THEREFORE, for and in consideration of the
sum of money to be paid by the party of the first part to the
party of the second part at the times and in the manner herein-
provided, the party of the first part hereby employs said
party of the 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 all necessary maps, plans and designs for the carrying out
of said work; to supervise and inspect all field work; to prepare
and pass upon all ordinances, resolutions and notices required
in connection with the conduct and prosecution of such
work; to prepare all plans and specifications and inspect
the work performed and materials furnished in said work; to
prepare and pass upon all contracts and estimates, diagrams and
reports relating to such work from the commencement to the
completion thereof, and to make all necessary assessment diagrams
and reports thereon.

In consideration of said services, said Sanitary
District hereby agrees to pay said party of the second part
the sum of 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
work upon the adoption of the plans and specifications
therefor in any of said proceedings and the balance of said
sum of eight (8) per cent of the actual cost of said improvements,
to be paid upon the completion of the work.

In the event that any of such improvements are
not completed by the Sanitary District, the party of the second
part shall receive as compensation the actual cost of all work
performed, plus thirty five (35) per cent of such cost as office
expenses, but if said proceedings are rescinded on account of
the unavailability of the party of the second part and it is necessary to institute new proceedings, the
sum of money received by the party of the second part on the
completion of said proceedings shall be applied as pro rata compensation on
the new 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 said Sanitary District shall be obligated to the party of the second part for the work of preparing the preliminary plans and estimates 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 prosecuted diligently and as speedily as may be by both parties, and 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 proceedings shall be prosecuted in accordance with the orders of said Board and according to law.

IN WITNESS WHEREOF the party of the first part has caused this agreement to be approved by resolution, adopted on the 20 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.

Main Sanitary District No. 1.

by

President.

Secretary.

Party of the First Part .

No. further business appearing the meeting adjourned.

[Signature]

Secretary.

Party of the Second Part.

Approved Sept 6, 1921
Peter Hamilton
President