

ORDINANCE NO. 66

AN ORDINANCE RELATING TO LOCAL IMPROVEMENTS WITHIN THE TOWN OF GRANITE FALLS, WASHINGTON AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Council of the Town of Granite Falls, Washington;

Section 1: Whenever the Town Council shall order any local improvements to be made at the cost and expense in whole or in part of the property specially benefitted thereby the proceedings for the same shall be had in accordance with the provisions of an act of the legislature of the State of Washington entitled a "An Act relating to local improvements in cities and towns and repealing certain acts and parts of acts" approved March 7, 1911, and with the provisions of this ordinance and acts and ordinances amendatory thereof.

Section 2: In case any such local improvement shall be initiated by petition or in case protests shall be filed against any proposed local improvement initiated by resolution, if any property represented on such petition or protest shall be owned by a marital community such petition or protest shall not be considered as signed in respect to such property unless signed by both husband and wife. All such petitions or protests shall be filed with the town Clerk.

Section 3: Whenever any local improvement shall be initiated, either by petition or resolution, it shall be the duty of the Town attorney for which he shall receive such extra compensation as may be from time to time allowed by the Council, to obtain and transmit to the Council all plats, estimates, descriptions and other information provided and required by Section 9, 10 and 16 of said Act. In making the required estimate of cost of said improvement, there shall be included therein the estimated cost and expense of the engineering and surveying necessary for said improvement and also the cost of ascertaining the ownership of the lots and tracts of land included in the assessment district. Cost of making the required plats and the cost of advertising and publishing all notices

required to be published and there shall also be added as a charge against each description of property appearing upon the assessment roll the following sum, to-wit:

In case of "immediate payment" assessment, the sum of forty cents per description; in case of assessment payable in not more than five annual installments the sum of one dollar per description; and in case of assessment payable in more than five annual installments the sum of one dollar and seventy five cents per description; which sum in a particular case shall be the charge for the cost of the accounting, clerical, labor, books and blanks incurred by the Town of Granite Falls in connection with such assessment which sum when collected shall be placed in the general fund of said Town.

Section 4: Not more than twenty (20) days after any local improvement contract has been awarded or at the first regular meeting of the Council after the completion of any local improvement done by the Town by day labor, the Town attorney shall draw up and file with the Town Clerk an assessment roll, which roll shall contain a description of each lot, tract or parcel of land or other property to be assessed, together with the report of the estimated cost and expense thereto, and the name of the owner or owners thereof, if known, or in case the ownership shall not be known, the same shall be designated unknown, provided that in no case shall an error in the name of the owner be fatal when the description of the property is correct.

Upon filing of said assessment roll, the Council at its first regular meeting thereafter, shall fix a date for a hearing thereon, and shall cause the Town Clerk to give notice thereof as required by law.

The Town Council shall proceed, at the time fixed for such hearing, or at the time to which such hearing may be adjourned, to hear and consider any objection to such roll which may be presented, and to take such action thereon as to them may seem just and equitable; and shall as soon thereafter as the Town Clerk shall certify to them, a statement of the total charges against the district, adjust the roll in conformity thereto, and shall confirm said roll by ordinance, which ordinance shall levy and assess against each lot, tract or parcel of land or other property appearing upon said roll, the amount charged against the same and shall also create a special fund, to be called "Local Improvement Fund, District No. _____" into which fund shall be placed all sums paid on account of such assessment, together with all interest and penalty thereon, except as hereinbefore provided.

Section 5: Whenever an assessment roll shall have been confirmed as herein before provided, the Town Clerk shall certify the same to the Town Treasurer for collection in accordance with the ordinance ordering the same and confirming said roll, and the Town Treasurer shall proceed with the collection of same as follows, to-wit:

Whenever the cost and expense of such improvement shall be payable by the mode of immediate payment, the Town Treasurer shall, upon receipt of such roll, publish notice for two consecutive weeks, in the manner hereinafter provided, that the roll is in his hands for collection and that any assessments thereon, or any portion of any assessment may be paid at any time within thirty (30) days from the date of the first publication of said notice, without interest, penalty or costs, and that unless such payment be made within such time, such assessment or the unpaid portion thereof will become delinquent. Upon delinquency a penalty of five percent shall attach to and become a part of all such assessments. Delinquent assessments shall draw interest at the rate of eight percent per annum until paid.

Such delinquent assessments shall be forthwith collected and the lien thereof be enforced in the manner provided herein and by said act of the legislature.

Whenever the cost and expense of any such improvement shall be payable by the mode of "payment by bids" the whole or any part of any assessment may be paid without penalty or interest during the first thirty (30) days following the date of the first publication of the notice by the Town Treasurer that the roll is in his hands for collection and the unpaid balance, if any, may be paid in equal installments, the numbers of which shall equal the number of years for which the bonds to pay for the improvement shall run; or the lien of any such assessments may be discharged at any time after the said thirty (30) days by paying the entire unpaid portion thereof with all penalty and costs attaching, together with all interest which will have accrued thereon to the date of delinquency of the installment thereof next falling due.

The first installment shall become due and payable during the thirty day period succeeding a date one year after the date of the first publication of such notice, and annually thereafter each succeeding installment shall become due and payable in like manner.

If the whole or any portion of any assessment remain unpaid after the first thirty day period herein provided for, interest upon the whole unpaid sum shall be charged at the rate fixed in the ordinance providing for such

improvement and each year thereafter one of said installments together with the interest upon the whole unpaid balance shall be collected.

Any installment not paid prior to the expiration of the thirty day period during which said installment is due and payable, shall thereupon become delinquent.

All delinquent installments shall until paid, be subject to an additional charge of five percent penalty levied upon both principal and interest due on such installment or installments, provided that whenever such installments shall become due and payable the Town Treasurer shall publish a notice thereof for two consecutive weeks prior to the date of the delinquency of such installment, and shall mail a copy of such notice to the owner of the property assessed, when the post office address of such owner shall be known to him, but failing to mail the same shall not be fatal to such assessment when publication is made.

Section 6: At the expiration of thirty days after the date of the first publication of the Treasurer's notice as provided herein, the Town Treasurer shall report to the Town Clerk the total amount of the assessment, the total amount paid to him to redeem any lots, tracts, parcels of land or other property from the assessment levied thereon, and the total amount unpaid on said assessment; whereupon the Mayor and Town Clerk shall issue the bonds on the local improvement district established by the ordinance providing for such improvement in an amount equal to the amount remaining unpaid on said assessment roll as shown by said report. The bonds herein provided for shall be in such denominations as the Council in the ordinance ordering such improvements or in the ordinance confirming the assessment roll, shall provide. Such bonds shall be numbered consecutively from one (1) upwards and each bond and coupon shall be signed by the Mayor and attested by the Town Clerk; provided however, that said coupons, may instead of being so signed, have printed thereon the facsimile of the signatures of said officers, and each bond shall have impressed thereon the seal of the Town of Granite Falls, and shall refer to the improvement to pay for which the same shall be issued and to the ordinance ordering the same.

Such bonds, by their terms, shall be made payable on or before a date not to exceed ten years from and after the date of their issue, which date may be fixed by resolution, or by the ordinance ordering said improvement, or by the ordinance confirming the assessment roll, and shall bear interest at the rate provided by the ordinance

ordering the improvement, but not exceeding eight percent per annum, such interest to be payable annually, and each bond shall have attached thereto interest coupons for each interest payment.

Section 7: All bonds issued in pursuance of the provisions of this ordinance shall be in substantially the following form:

"Local improvement bond. Local Improvement District No.....of the Town of Granite Falls, State of Washington." No.....

N.B. This bond is issued by virtue and under the authority of an act of the legislature of the State of Washington, entitled "An act relating to local improvements in cities and towns and repealing certain acts and parts of acts," approved March 17, 1911.

Section 52 of which act reads as follows, to-wit:

"Section 52. Neither the holder nor owner of any bond issued under the authority of this act shall have any claim therefor against the city by which the same is issued, except from the special assessment made for the improvement for which said bond is issued but this remedy, in case of nonpayment, shall be confined to the enforcement of such assessment. A copy of this section shall be plainly written, printed or engraved on each bond so issued."

The Town of Granite Falls, Washington, a municipal corporation, hereby promises to pay to or bearer..... dollars, lawful money of the United States, with interest thereon at the rate of per cent per annum, payable annually, out of the fund established by Ordinance No. of said town, and known as a Local Improvement Fund District No..... of said town, both principal and interest payable at the office of the town treasurer of said town.

A coupon is hereto attached for each installment of interest to accrue hereon and such interest shall be paid only on presentation and surrender of such coupons to the town treasurer, but in case this bond is called for payment before its maturity, each and every coupon representing interest not accrued at the time this bond is payable under such call, shall be void. This bond is payable on or before the day of19...and is subject to call by the town treasurer of said town, whenever there shall be sufficient money in said Local Improvement Fund to pay the same, and all unpaid bonds of the series of which this bond is one, which are prior to this bond in numerical

order, over and above sufficient for the payment of interest on all unpaid bonds of said series. The Town Council of said town, as agent of said Local Improvement District No.....established by Ordinance No....., has caused this bond to be issued in the name of said town as the bond of said Local Improvement District, the bond or the proceeds thereof to be applied in part payment of so much of the cost and expense of the improvement of.....street (or other improvement, as the case may be under said Ordinance No.....as is levied and assessed against the property included within said Local Improvement District and benefited by said improvement, and the said Local Improvement District No.....has been established by ordinance for said purpose, and the holder or holders of this bond shall look only to said fund for the payment of either the principal or interest of this bond.

The call for payment of this bond, or of any bond of the series of which this is one, shall be made by the town treasurer by publishing the same as provided in Sectionof this ordinance, and when said call is made for the payment of this bond, it will be paid on the day the next interest coupon hereon shall become due after such call, and upon said day interest upon this bond shall cease, and any remaining coupons shall be void.

This bond is one of a series of.....bonds, aggregating in all the principal sum of.....dollars, issued for said Local Improvement District, all of which bonds are subject to the same terms and conditions as are herein expressed.

In witness whereof the Town of Granite Falls, Washington, has caused these presents to be signed by its mayor and attested by its town clerk, and sealed with its corporate seal this.....day of....., in the year of our Lord, One Thousand Nine Hundred.....

THE TOWN OF GRANITE FALLS

BY, Mayor

ATTEST:

.....
Town Clerk

There shall be attached to each bond such numbers of coupons, not exceeding ten, as shall be required to represent the interest thereon, payable annually, for the term of said bonds, whcih coupons shall be in substantially the following form:

The Town of Granite Falls Interests Coupon, Number
..... Interest \$.....

On the day of 19....., the Town of Granite Falls, Washington, promises to pay to the bearer at the office of the town treasurer.....dollars, being one year's interest due that day on Bond No..... of Local Improvement Fund District No..... and not otherwise; provided that this coupon is subject to all the terms and conditions contained in the bond to which it is annexed.

THE TOWN OF GRANITE FALLS

BY....., Mayor

ATTEST:

.....
Town Clerk

Section 8: The town clerk shall keep in his office a record of all such bonds issued. He shall enter therein in number of the local improvement district for which the same are issued, the number of the bond, the date of issue, amount, interest, to whom sold and delivered, and when and where payable.

Section 9: All assessments delinquent on, or becoming delinquent subsequent to June 8, 1911, shall be certified by the town treasurer to the county treasurer of Snohomish County, State of Washington, and by him entered upon the general tax rolls, and collected as other general taxes are collected.

Section 10: Whenever the condition of any local improvement district shall be such that the Town Council shall deem it necessary or expedient to provide for the foreclosure of any or all property appearing therein for unpaid and delinquent assessments and unpaid and delinquent installments thereof, the Town Council may, by resolution, authorize and direct the town attorney to institute all the proceedings in foreclosure against all the property described in said roll, upon which assessments, or installments thereof, are levied and are delinquent and unpaid. Thereafter all proceedings shall be had and conducted in the manner provided by law.

Section 11: It shall be the duty of the town treasurer to call and pay in numerical order such outstanding warrants against any particular local improvement fund as he may be able to pay with the money on hand credited to such fund,

and wherein he shall have money on hand to the credit of such fund but not sufficient to pay the whole of the next succeeding outstanding warrants, he may call in and pay such portions thereof as shall exhaust the amount in said fund.

Whenever the town treasurer shall pay a portion of any warrant as above provided, he shall endorse upon such warrant the date and amount of such payment and take a receipt from the holder thereof showing the number and description of such warrant and the date and amount so paid, which receipt the said treasurer shall return with his report to the Town Clerk as a voucher for the money so paid.

Section 12: In letting all contracts for public improvements, the Town Council shall provide therein that at least thirty per cent of the amount due the contractor on estimates shall be retained to secure the payment of laborers who have performed work thereon and materialmen who have furnished materials therefor, and such laborers and materialmen shall, for thirty days after their work has been completed, have a lien upon such thirty per cent so reserved for labor done and material furnished, which lien shall be senior to all other liens, whether by judgment, attachment or contract, and which claim of lien shall be made in writing and filed with the Town Clerk within thirty days after cessation of said work and labor, or the furnishing of such material, and when said claim is so filed the town clerk shall notify the contractor thereof. If the contractor shall dispute said claim of lien and shall desire to litigate the same in any court, and such claim of lien be established, and the town shall be made a party to such action, there shall be taxed up against said contractor a reasonable attorney's fee in addition to the costs allowed by law.

Section 13: In letting all contracts for public improvements under this ordinance, the Council shall limit the time within which said work shall be completed, and during the time allowed in said contract for the completion of the work, the Council shall cause to be issued, on or about the last day of each month, an estimate of the amount of work done by the contractor during the month; but after the date set in said contract for the completion of the work furnish or cause to issue no estimate other than the final estimate issued after the completion of the work.

Said final estimate shall include, in addition to a Statement of the amount of money due the contractor, a statement of the amount of money expended for engineering subsequent to the date set for the completion of the contract.

All engineering expense incurred after the time fixed

in the contract for its completion shall be borne by the contractor as a penalty for failure to complete the work within the specified time.

All such estimates shall be filed with the Town Clerk and by him reported to the Council at the next regular meeting thereof, or at a special meeting thereof called for that purpose, and not more than seventy percent of such estimate shall be allowed, and all warrants ordered in payment thereof shall be drawn only upon the particular Local Improvement Fund under which the work is done, when warrants shall bear interest at the rate of a percent per annum from date to a date ninety days after the time fixed in the contract for the completion of the work, beyond which time said warrants shall not draw interest.

The thirty percent required to be held in reserve to protect labor and materialmen for a period of thirty days after final completion of the improvement, shall at the expiration of such period, be paid to the contractor, in warrants, so far as the same shall be free from liens, which warrants shall bear interest from the date thereof to a date ninety days after the time fixed in the contract for the completion of the work.

All warrants issued in payment of estimates as provided in this section shall be redeemed in cash in order of priority so far as payment made into the Local Improvement District Fund will permit.

If the mode of payment be "payment by bonds," the principal amount of warrants not redeemed in cash shall be redeemed in the order of their priority in Local Improvement District Bonds issued in accordance with the provisions of this ordinance and the laws of the State of Washington and the unpaid interest if any on such warrants, shall be redeemed by the issuance of a non-interest bearing warrant payable from the first moneys in such fund.

If the mode of payment be "immediate payment", any warrant not redeemed in cash within ninety days after the completion of the contract shall be redeemed by the issuance of warrants for the principal amount drawn on the Local Improvement Fund bearing interest at the rate of eight per cent per annum from date of issuance until redeemed, and the unpaid interest if any, on such warrants shall be redeemed by the issuance of a non-interest bearing warrant payable from the first money in such fund.

Section 14: The Town Council may provide that all the work to be done in any Local Improvement District shall be let in one contract or at its option may provide

at the work in any Local Improvement District be subdivided and separate and distinct contracts be let for each subdivision thereof, all public improvements to be made by contract shall be let to the lowest bidder therefor, before awarding any such contract the Town Council shall cause to be published for at least two weeks, as hereinafter provided a notice inviting sealed bids for said work, the plans and specifications whereof, and proposed contract for which must be at the time of publication of such notice on file in the office of the Town Clerk subject to public inspection.

Such notice shall state generally the work to be done, and shall call for bids for doing the same to be sealed and filed with the Town Clerk on or before the day and hour named therein. All bids shall be accompanied by cash or a certified check payable to the order of the Town Treasurer for a sum not less than five percent of the amount of the bids, except that where the bid is over the sum of five hundred dollars, said bid shall be accompanied by cash or such certified check for at least twenty five dollars, and the balance of said five percent may be represented by a bond with good and sufficient securities conditioned for the entering of the bidder into contract for said work as hereinafter set forth. If in the judgment of the Council, the work should be done by the Town by day labor, and under the supervision of the Council it is hereby empowered to proceed with said work irrespective of all bids, and such case all bids shall be rejected.

Section 15: At the time and place named, such bids shall be publicly opened and read; no bid shall be rejected for informality but shall be received if it can be understood what is meant thereby. The Council shall proceed to determine the lowest bidder and may let such contract to such bidder, but if in its judgment all bids are too high, it may reject all bids and readvertise or may proceed to do the work by day labor under its own supervision and in such cases all checks shall be returned to the bidder by the clerk; but if the contract be let, then all checks shall be returned except the check, cash deposit or bond of the successful bidder, which shall be retained until the contract be entered into for making such improvement between the bidder and the Town in accordance with such bid and the duly approved and accepted bond therefor be filed with the Town Clerk.

If the said bidder fails to enter into such contract in accordance with his bid and to furnish said bond within ten (10) days from the date at which he is notified that he is the successful bidder, the Town Clerk shall mark across the face of the certified check, "forfeited to the Town of Granite Falls."

.....
Town Clerk

and shall deliver the same and any such cash deposit to the Town Treasurer who shall deposit the same and the moneys realized on any such bond, to the credit of the Local Improvement Fund, and the Council shall readvertize for bids for such work.

Section 16: All notices hereby required to be published shall be published in at least two consecutive issues of a newspaper of general circulation published in said Town or in case there be no such newspaper then in a newspaper published in Snohomish County and in general circulation in said Town.

Section 17: All ordinance and parts of ordinances in conflict herewith are hereby repealed.

J. N. MOORE, Mayor

ATTEST:
H. E. JEWELL,
Town Clerk

First Reading Jan. 9, 1912
Second Reading Jan 9, 1912
Passed April 16, 1912
Approved April 16, 1912