

RESOLUTION NO. R21-113

RESOLUTION OF ANNEXATION AND ZONING FOR PROPERTY LOCATED AT 810 WEST 7TH STREET, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

WHEREAS, an application was submitted to the City of Laurel by the property owners (“Petitioners”) of the property located at 810 West 7th Street which is currently outside of city limits. Petitioners seek annexation of the property and zoning; and

WHEREAS, the City Council authorized Petitioners request to seek annexation through Resolution R20-38 since the property was less than one acre in size; and

WHEREAS, Petitioners currently seek annexation of their property to the City in order to access and utilize city services, including, but not limited to, water, sewer, police, and fire;

WHEREAS, the Laurel City-County Planning Board held a duly advertised public hearing on Petitioners’ request for annexation and zoning on September 15, 2021. At the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of both the annexation and zoning requests subject to the conditions recommended by Staff; and

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioners’ requests on October 12, 2021. At the conclusion of the hearing, the City Council determined that approval of the annexation and zoning requests is in the best interest of the City at this time; and

WHEREAS, the annexation of the property and zoning is subject to the conditions contained in the City’s Staff Report dated September 29, 2021 which is attached hereto and incorporated as part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, as follows:

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the application for annexation as additionally described below.
2. The owners of record of the territory annexed to the City of Laurel have executed an application seeking such annexation.
3. The following described territory is hereby annexed to the City of Laurel:

Block 1, Lot 36, Ingraham Subdivision, according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.
4. That the approval of the annexation and zoning is conditioned as follows:

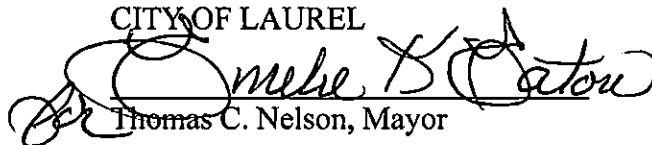
- A. The property shall connect to the municipal water and sewer system.
 - B. The property shall have a zoning designation of Residential 6000 ("R-6000) which is consistent with the zoning of adjacent and nearby properties.
 - C. The Annexation Agreement (copy attached and incorporated herein) shall be updated to reflect the suggested changes made by the City Planning Department prior to recording it with the County Clerk and Recorder.
 - D. The Waiver of Right to Protest (copy attached and incorporated herein) and this resolution shall be recorded with the County Clerk and Recorder within 90 days after the adoption of this resolution.
 - E. Connections to the municipal water and sewer systems shall be approved by the City's Public Works Department.
 - F. All improvements and infrastructure connections shall be completed within one calendar year from the date the resolution is approved.
5. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and meeting minutes with the Yellowstone County Clerk and Recorder.
 6. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
 7. Annexation and the City's responsibility for providing service to the property shall become null and void upon Petitioners' failure to satisfy the conditions imposed by the City Council by and through this resolution.

Introduced at a regular meeting of the City Council on October 12, 2021, by Council Member McGee.


PASSED and APPROVED by the City Council of the City of Laurel this 12th day of October 2021.

APPROVED by the Mayor this 12th day of October 2021.

CITY OF LAUREL


 Thomas C. Nelson, Mayor

ATTEST:


 Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:


 Sam Painter, Civil City Attorney

Return to:
Scott Slothower
314 1st Street SE
Park City, MT 59063

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this 12th day of October, 2021, by and between Scott & Amy Slothower, 810 West 7th Street, Laurel, MT 59044, hereinafter referred to as "DEVELOPER," and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

WHEREAS, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

INGRAM SUBD (LAUREL), S08, T02 S, R24 E, BLOCK 1, Lot 36-37; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as "Developer Tracts" as well as all adjacent public right-of-way.

WHEREAS, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

WHEREAS, CITY has approved the Petition for Annexation by Resolution No. ~~R21-113~~ R2038 for the Developer Tracts contingent that a Development Agreement be executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Roads and Access. The Developer Tracts shall be accessible by an existing driveway to the existing adjacent roadway, West 7th Street.
2. Sanitary Sewer. Developer Tracts shall be served by a connection to the City wastewater system.
3. Water. Developer Tracts shall be served by a connection to the City water system.

4. Storm Drain. Stormwater shall be managed within the Developer Tracts. The Developer Tracts shall tie into the stormwater drainage system if it becomes available on the W 7th Street right-of-way or another nearby right-of-way.
5. Right-of-Way. No right-of-way improvements are required for this annexation. The quality of roadway fronting the Developer Tracts is consistent with that within the city limits immediately adjacent.
6. Zoning. The Property is to be zoned as Residential 7500 (R-7500) as defined by the Laurel Zoning Code.
7. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver of Right to Protest the Creation of Special Improvement Districts filed concurrently herewith, to insure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.
8. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
9. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
10. Attorney's Fees. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
11. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

Upon Recording Please Return to:
City of Laurel
P.O. Box 10
Laurel, Montana 59044

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the owner and/or subdivider, in addition to all future owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for the construction of streets, street widening, street maintenance, sidewalks, curb and gutter, sanitary sewer lines, water lines, storm water and drains (either within or outside the area), street lights, street light maintenance, parks and park maintenance, and other improvements incident to the above which the City of Laurel may require. This Waiver and Agreement is independent from all other agreements and is supported with sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Pursuant to MCA §76-3-608(7), this Waiver and Agreement shall expire 20 years after the final subdivision plat is recorded with the Yellowstone County Clerk and Recorder.

The real property hereinabove mentioned is more particularly described as follows:

INGRAM SUBD (LAUREL), S08, T02 S, R24 E, BLOCK 1, Lot 36-37

Signed and dated this ____ day of _____, 20__.

Developer/Owner

By: _____

Its: _____

STATE OF MONTANA)

: ss

County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the Owner of 810 West 7th Street, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana

Printed name: _____

Residing in _____, Montana

My commission expires: _____

June 22nd, 2020

The City of Laurel
PO Box 10
Laurel, MT 59044

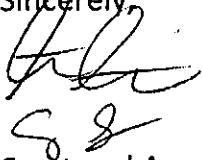
To the Laurel City Council,

My husband Scott and I purchased our home at 810 W. 7th St., in Laurel, about 4 years ago. The house is on both septic and cistern. We started having septic issues about the 2 years ago and have been trying to resolve the issue ever since with many techniques. The latest attempt to salvage the system was on June 12th, 2020. Heston Schessler with Schesslers Septic (406) 281-0811, came out and tried jetting out the leech field, by forcing water through the lines. Once he dug up the system however, he found that the roots from the nearby trees had encased and matted the legs of the leech field system, which made it impossible to jet it out. Given the size of the backyard and proximity to the existing watering ditch and wells that run along and to the south side of the property line (the side that our leach field is on), he said that replacing the leach field would not be an option.

Since we cannot fix or replace our leach field, our only remaining option would be to tie into the city services. Immediately adjacent to the east of our property, there are two town houses that are in the city limits and on city services. We believe it may be possible to tie into the same lines that are run to the town houses, but we may need to go all the way back to 8th street.

We have been in contact with Nick Altonaga and he shared the City's annexation policy packet. Our lot is smaller than one city block, so we are writing to state our wish to be annexed. Please consider allowing our home to be annexed into the city of Laurel.

Sincerely,



Scott and Amy Slothower
810 W. 7th St.
Laurel, MT. 59044
(406) 696-6401
amylslothower@yahoo.com

RESOLUTION NO. R20-38

**A RESOLUTION TO APPROVE PROPERTY OWNERS' REQUEST TO FILE A
PETITION TO ANNEX THEIR PROPERTY LOCATED AT 810 WEST 7TH STREET TO
THE CITY OF LAUREL, MONTANA.**

WHEREAS, property owners Scott and Amy Slothower submitted the attached letter to the City seeking permission to annex their property into the City of Laurel; and

WHEREAS, the property at issue is located at 810 West 7th Street and is less than one city block in size and pursuant to city policy, requires City Council approval of the request to annex before the property owners can file their petition to annex; and

WHEREAS City Staff provided the property owners a copy of the City's Annexation Policy containing the process, terms, and conditions of annexation and the property owners decided it is in their best interest and desire to begin the process of annexation as indicated in their attached letter.

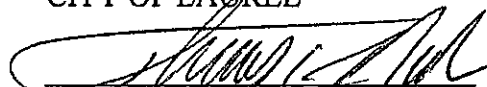
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby approves and authorizes Scott and Amy Slothower to file a Petition to annex their property located at 810 West 7th Street pursuant to the City's Annexation Policy and annexation procedures.

Introduced at a regular meeting of the City Council on July 14, 2020, by Council Member Sparks.


PASSED and APPROVED by the City Council of the City of Laurel this 14th day of July 2020.

APPROVED by the Mayor this 14th day of July 2020.

CITY OF LAUREL

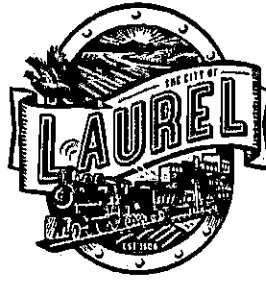

Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board and Zoning Commission
FROM: Nicholas Altonaga, Planning Director
RE: Annexation and Zoning Request for 810 W 7th Street
DATE: September 29, 2021

DESCRIPTION OF REQUEST

Scott and Amy Slothower submitted a request on August 9, 2021 for Annexation and Zoning for their property located at 810 W 7th Avenue. The Slothower family has sought to annex 810 W 7th Street due to the failure of the septic system on the property and the lack of options for fixing or repairing it.

Scott and Amy Slothower were granted permission by the Laurel City Council on July 14, 2020 to submit an application for annexation as per the Laurel Annexation Policy. Approval of the annexation and zoning petition would expand the Laurel city limits to include the property at 810 W 7th Street, zone the parcel as enable the property in question to connect to city services, and would

Owner: Scott & Amy Slothower
Legal Description: INGRAHAM SUBD (LAUREL), S08, T02 S, R24 E, BLOCK 1, Lot 36 -
Address: 810 W 7th Street Laurel, MT
Parcel Size: 7,800sqft
Existing Zoning: Residential Tracts
Existing Land Use: Single Family Residential
Proposed Zoning: Residential 6000 (R-6000)
Proposed Land Use: Single Family Residential

BACKGROUND AND PROCEDURAL HISTORY

- June 22, 2020 – Slothower Family submit letter to petition City Council for permission to submit an annexation and zoning application.
- August 9, 2021 – The Application for Annexation and Zoning was submitted to the Laurel Planning Department.

- September 1, 2021 – Planning Director provided clarification on the legal documents (AA and Waiver of Right to Protest) submitted with the Annexation application.
- September 15, 2021 – Planning Board held a Public Hearing on the proposed Annexation and zoning for 810 W 7th Street. Planning Board voted to approve the annexation and zoning for 810 W 7th Street with the stated staff conditions.
- October 12, 2021 – City Council has scheduled a Public Hearing to review the application for annexation and zoning for 810 W 7th Street and to make a final decision on the matter.

STAFF FINDINGS

1. The applicant has submitted an application for the annexation and zoning of the property at 810 W 7th Street.
2. The applicant has submitted this application due to the inadequate septic system on the property that is unable to be repaired or improved.
3. The applicant seeks to connect the property into the city water and sewer system.
4. 810 W. 7th Street is immediately adjacent to the Laurel municipal city limits.
5. The applicant is requesting the zoning to be changed to Residential 6000
6. The immediately adjacent parcels to the east are zoned Residential 6000
7. The current use of the property as a single-family residence is allowable within the proposed R6000 district.
8. As per the criteria within the Annexation Policy:
 - a. The property is located within an area identified by the city for future expansion
 - b. There are existing water and sewer lines immediately to the east of the property
 - c. The property will meet the standard of the adjacent parcels within the municipal city limits.
 - d. The property owners have executed a Waiver of Right to Protest
 - e. The property will be zoned as R6000, to match the adjacent zoning of parcels to the east and south.
 - f. The land use (single-family residential) conforms with the goals of the Laurel Growth Policy (2020)

RECOMMENDATIONS

The Planning Director recommends the Planning Board to approve the annexation and zoning request for the property at 810 W. 7th Street with the following conditions.

1. The Property shall connect to the municipal water and wastewater utility system.
2. The Property shall be zoned as Residential 6000 (R-6000)
3. The Annexation Agreement shall be updated as per the comments made by the Laurel Planning Department prior to filing with the Yellowstone County Clerk & Recorder.

4. The Waiver of Right to Protest shall be updated as per the comments made by the Laurel Planning Department prior to filing with the Yellowstone County Clerk & Recorder.
5. The Annexation Agreement, Waiver of Right to Protest, and City Council Resolution shall be filed with the Yellowstone County Clerk & Recorder within 90 days of annexation approval.
6. The proposed connections to the municipal water system shall be approved by the Laurel Department of Public Works.
7. Any and all public improvements and infrastructure connections shall be completed within one (1) calendar year from the date of the annexation approval.

ATTACHMENTS

1. Annexation Application Form
2. Satellite view with parcel lines
3. Survey plat with parcel highlighted
4. Estimate for work regarding Water and Sewer extension.
5. Annexation Agreement
6. Waiver of Right to Protest (Signed)
7. Initial Annexation Permission Letter dated June 22, 2020.
8. Resolution R20-38 – Approval of request to file a petition to annex property.
9. Annexation Policy (2008)

**CITY OF LAUREL, MONTANA
REQUEST FOR ANNEXATION
AND PLAN OF ANNEXATION**

Applicant is required to meet with the City Planner prior to filling out this application. All blanks of this application are to be filled in with explanation by the applicant. Incomplete applications will not be accepted.

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right-of-way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.

2. Applicant landowner's name: Scott & Amy Slothower
Address: 810 West 7th Street, Laurel, MT 59044
Phone: 406-694-3055 / 406-696-6401

3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
Legal description: Ingraham Subd (Laurel), S08, T02 S, R24 E, Block 1, Lot 36-37
Lot size: .7,840 sqft
Present use: Private residence
Planned use: Private residence
Present zoning: _____
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])

4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

Water Service:

Location of existing main: See attached quote from Cotter's Sewer Inc.
Cost of extension of approved service: See attached quote from Cotter's Sewer Inc.
How cost determined: See attached quote from Cotter's Sewer Inc.
Timeframe for installation: Upon annexation approval

Sewer Service:

Location of existing main: See attached quote from Cotter's Sewer Inc.
Cost of extension of approved service: See attached quote from Cotter's Sewer Inc.
How cost determined: See attached quote from Cotter's Sewer Inc.

Timeframe for installation: Upon annexation approval

How financed: Sale of residence, buyer to pick up portion of cost, city to contribute??

Streets:

Is there any adjoining County ROW to the proposed annexation: _____

Location of existing paved access: _____

Cost of paving: _____

How cost determined: _____

Timeframe for construction: _____

Other required improvements: Provide above information on attached pages.

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant prior to annexation by the city.
7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed.
8. A non-refundable application fee of \$300 + \$25.00 per acre (80 acres or less); \$300 + \$35.00 per acres (81 acres or more) must accompany the submission of this application.

The City Council of the City of Laurel, Montana, after review and consideration of this Application for Annexation, found such to be in the best interest of the City, that it complied with state code, and approved this request at its City Council meeting of _____

**AFFIDAVIT OF WAIVER OF PROTEST
BEFORE THE CITY COUNCIL
OF THE CITY OF LAUREL, MONTANA**

**FOR THE ANNEXATION OF THE HEREIN DESCRIBED PROPERTY AND CREATION OF
ANY FUTURE SPECIAL IMPROVEMENT DISTRICT**

The undersigned hereby waives protest to the annexation of the property described below by the City of Laurel. Undersigned also waives their right to seek judicial review under M.C.A. § 7-2-4741 (2007), subsequent to the City's annexation of the below-described property.

The undersigned hereby additionally waives protest to the creation of future Special Improvement District(s) created and/or formed for future street improvements including, but not limited to, paving, curb, gutter, sidewalk and storm drainage or any other lawful purpose.

This Affidavit is submitted pursuant to and as a part of the Annexation Agreement and future contemplated Subdivision-Improvement Agreement (SIA) with the City of Laurel.

This Affidavit of Waiver shall run with the land and shall forever be binding upon the Grantee, their transferees, successors and assigns.

LEGAL DESCRIPTION OF THE PROPERTY:

“ Ingraham Subd (Laurel), S08, T02 S, R24 E, Block 1, Lot 36-37 ”

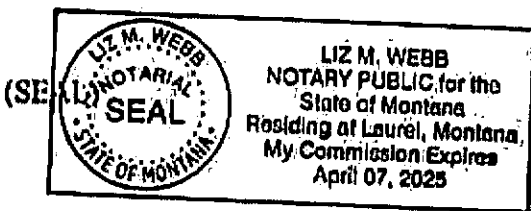
DATED this 23 day of July, 2021

[Signature]
Grantee Name
(Company..)

STATE OF MT)
County of Yellowstone) ss.

On this 23 day of July, 2021, personally appeared before me, Amy Leigh Stottower proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged the fact(s) they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.



[Signature]
Notary Public for the State of MT
Residing at: Laurel MT
My Commission Expires: 4.7.2025

**AFFIDAVIT OF WAIVER OF PROTEST
BEFORE THE CITY COUNCIL
OF THE CITY OF LAUREL, MONTANA**

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LEGAL DESCRIPTION OF THE PROPERTY:

“ Ingraham Subd (Laurel), S08, T02 S, R24 E, Block 1, Lot 36-37 ”

DATED this 23rd day of July, 2021.

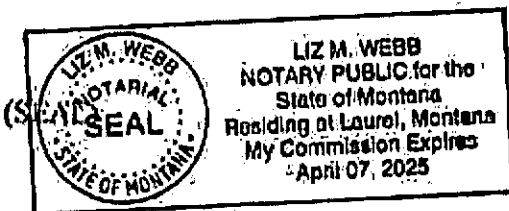
[Signature]

Grantee Name
(Company..)

STATE OF MT)
County of Yellowstone) ss.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.



[Signature]
Notary Public for the State of MT
Residing at: Laurel MT
My Commission Expires: 4-7-2025