



**THE HOFFNER FIRM, LTD.
THE FLOUR EXCHANGE BUILDING
310 4TH AVENUE SOUTH, SUITE 5010
MINNEAPOLIS, MN 55415**

**PHONE: (612) 206-3777
FAX: (612) 573-6590**

REASONABLE ACCOMMODATION APPLICATION

MERAKI RECOVERY HOUSING

913 121ST AVE NE

BLAINE, MN 55434

PROPERTY OWNER: Grant Johnson

September 13, 2018

Statement of Proposed Use and Description of the Project

The applicant proposes to use 913 121st Ave. NE, Blaine, MN 55434 (“the property”) as a residential sober living home. The property will be used as the residence of individuals who are disabled due to alcoholism or chemical dependence. The property will provide a strong support group through which individuals can live in an environment free from pressures and temptations, learning how to deal with cravings and recovering physically, spiritually and emotionally. Residents operate as a family-type unit in which everyone must contribute to the operation of the house and cooperate in providing an environment that is conducive to recovery. There is one resident manager who will be living in the house.

All residents sign a contract that requires them to follow house rules. See **APPENDIX B**. A house manager is assigned to the house and enforces compliance with the rules. Among other rules, residents must (i) abstain from the use of any drugs or alcohol; ii) have a minimum of 30 days of sobriety; iii) submit to drug and alcohol screening at any time if requested; iv) attend weekly house meetings and three (3) weekly 12-step meetings; v) maintain contact with a sponsor; vi) maintain 30 hours of employment or full-time student status; vii) be in good standing with any legal issues, and not be a registered sex offender; and viii) submit to a full background check. There are also rules regarding cleanliness and upkeep of the property, and residents will abide by any quiet hours per ordinance, among other things. All residents share in performing house duties, chores, and home-related responsibilities.

Statement Indicating the Ordinance Provision for Which Reasonable Accommodation is Being Requested

The applicant requests a reasonable accommodation for Blaine Ordinance 23.30, specifically the definition of “family” under Chapter 25 which states that a family consists of:

An individual or a group of two (2) or more persons each related by blood, marriage, adoption, or foster care arrangement living together as a single housekeeping unit, or a group of not more than four (4) persons not so related, maintaining a common household, and using common cooking and kitchen facilities, exclusive of usual servants.

The ordinance that states maximum occupancy limits for dwelling units in residential districts. Specifically, applicant seeks accommodation to permit up to nine (9) unrelated persons to reside in the dwelling unit located at the property.

Reasonable Accommodation Criteria

1. Special need created by the disability.

Alcoholism is a disability under the Federal Fair Housing Amendments Act of 1988 because it is an impairment that substantially limits one or more major life activities. The disability creates a special need for a strong support group through which individuals can live in an aftercare

environment free from pressures and temptations, learning how to deal with cravings and recovering physically, spiritually and emotionally.

2. Potential benefit that can be accomplished by the requested modification.

Residents learn to apply skills that will assist them in maintaining their sobriety in a real-world environment while participating in a strong support group and sober environment. In addition, residents have access to a variety of professional resources outside the sober house to assist them in their transition to sober living.

3. Need for the requested modification, including alternatives that may provide an equivalent level of benefit.

A successful sober living aftercare program requires two components: (i) a residential community and (ii) a strong support group. A modification to increase the number of residents permitted to live in a home is necessary to provide a strong support group in a residential environment. The applicant knows of no alternative that provides similar benefits.

4. Physical attributes of and any proposed changes to the subject property and structures.

The requested modification does not require a physical change to the property or structure.

5. Potential impact on surrounding uses.

The applicant does not expect any appreciable impact on surrounding residential uses. The applicant expects an increase in business for surrounding commercial uses.

6. Whether the requested modification would constitute a fundamental alteration of the zoning regulations, policies, and/or procedures of the city.

The requested modification does not constitute a fundamental alteration of the zoning regulations, policies, or procedures of the city.

7. Whether the requested modification would impose an undue financial or administrative burden on the city.

The requested modification will not impose an undue financial or administrative burden on the city.

8. Any other factor that may have a bearing on the request.

The residents of the house operate as a family unit in which each resident is responsible for chores and other duties. All residents must have achieved a minimum of 30 days sobriety before applying for residence. Additionally, all residents are required to maintain a full-time job or full time student

status; attend three twelve step meetings and one house meeting every week; and work with a sponsor in a twelve step program. The owners and managers are members of the Minnesota Association of Sober Homes (MASH).

Responses to Application Worksheet Questions

1. What is the maximum number of residents that will be housed at the site at any given time, including any landlord(s), paid staff, or live-in house manager (please specify)?

RESPONSE: The maximum number of residents in the house will be 9. There will be 1 staff member living in the house. All staff will have been sober at least one (1) year.

2. Does the resident rent the entire house as opposed to a single room? Does the resident have access to the entire house and all household facilities?

RESPONSE: The program fee includes lodging. Residents occupy shared rooms. Each resident has access to common areas such as kitchen, bathrooms, living room, and similar household facilities.

3. Does each resident share a bedroom with another resident?

RESPONSE: Residents will share bedrooms with other residents.

4. Does the whole house function as a single housekeeping unit? Are all expenses paid out of a single house account? Does each resident share in the cost and duties of cooking meals, shopping, cleaning, and general household maintenance?

RESPONSE: The whole house functions as a single housekeeping unit with each resident having rotating responsibilities for keeping the common areas both inside and outside clean and orderly. Each resident is also responsible for keeping his bedroom neat, clean, and orderly. All expenses other than food are included in resident rent and are paid out of one main account. Petty expenses and supplies are paid through a checking account handled by the house manager. Each resident is responsible for purchasing and the cooking of his own food. Residents are accountable for cleaning up after themselves in both the cooking and eating areas.

5. Is the house financially self-sustaining?

RESPONSE: Yes, the house is financially self-sustaining.

6. Has the house ever received financial or other support from the government or other source? Could the house receive such support?

RESPONSE: The house has never received financial or other support from a government or similar agency and is not eligible to do so.

7. What percentage of residents has gone through alcohol or controlled substance treatment programs prior to arrival at the house? Please provide documentation (personal identifying information may be redacted).

RESPONSE: Nearly all residents will have successfully completed an alcohol or controlled substance treatment program. All residents must be sober at least 30 days prior to moving into the residence. Each resident is required to sign a copy of house rules and agreement with the House. A copy of these documents are included in this application. **SEE APPENDIX B.**

8. Will any of the residents have cars? How many off-street parking spaces are available?

RESPONSE: Some residents may have cars but some will not and will rely on public transportation. There is space in the garage and driveway to accommodate up to 9 vehicles without relying on on-street parking.

9. How is the house advertised for occupancy? Who refers residents to the house?

RESPONSE: The house will be advertised through word of mouth and will get referrals from treatment centers

Living Arrangements at Maximum Occupancy

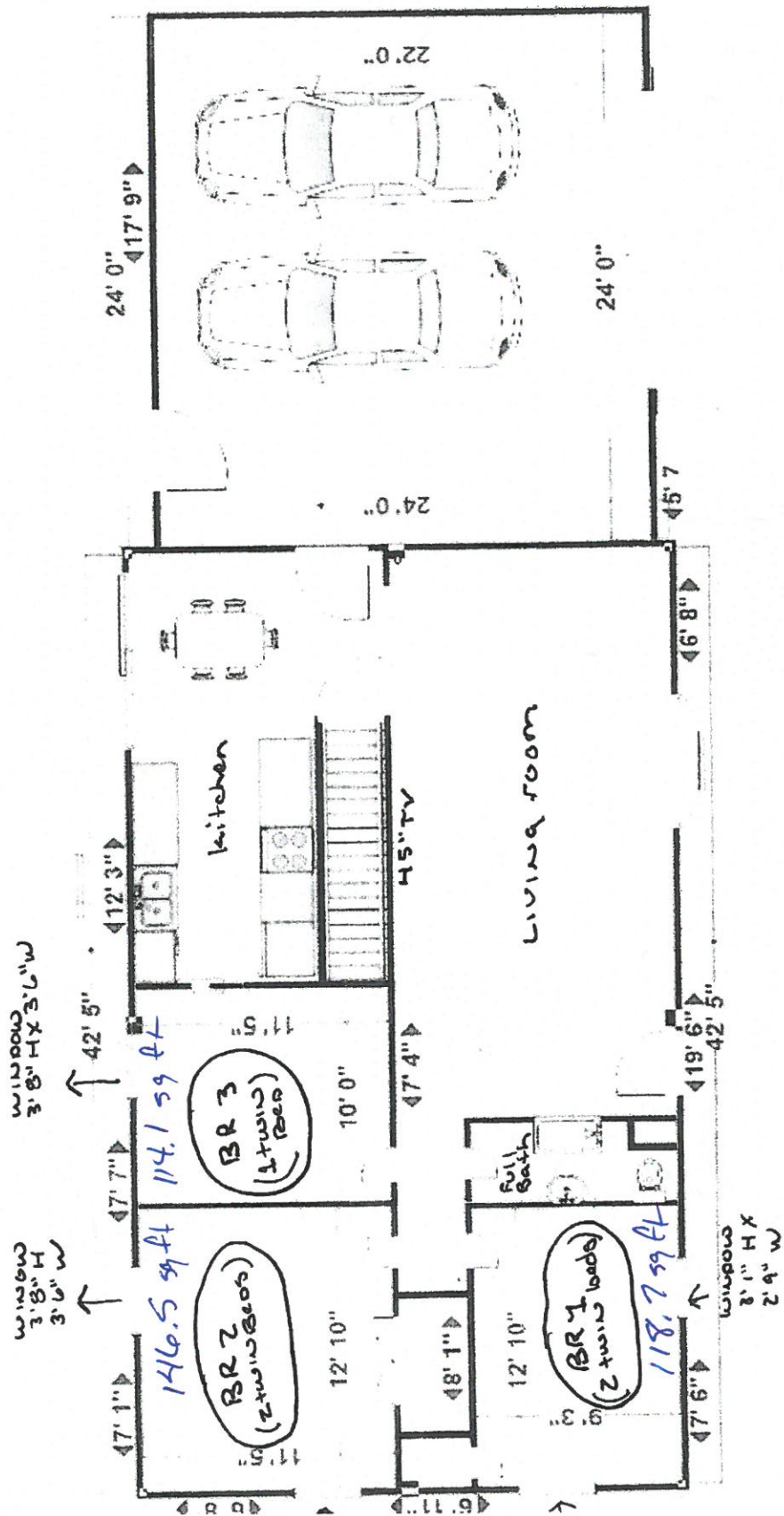
At maximum occupancy the house will have 9 residents. There are 5 bedrooms, with a maximum of 2 persons in any bedroom. Bedroom measurements correspond to the floor plan attached as **APPENDIX A:**

Parking Availability

The house currently has off-street parking available in the immediate vicinity of the house as outlined in **APPENDIX A.**

APPENDIX A

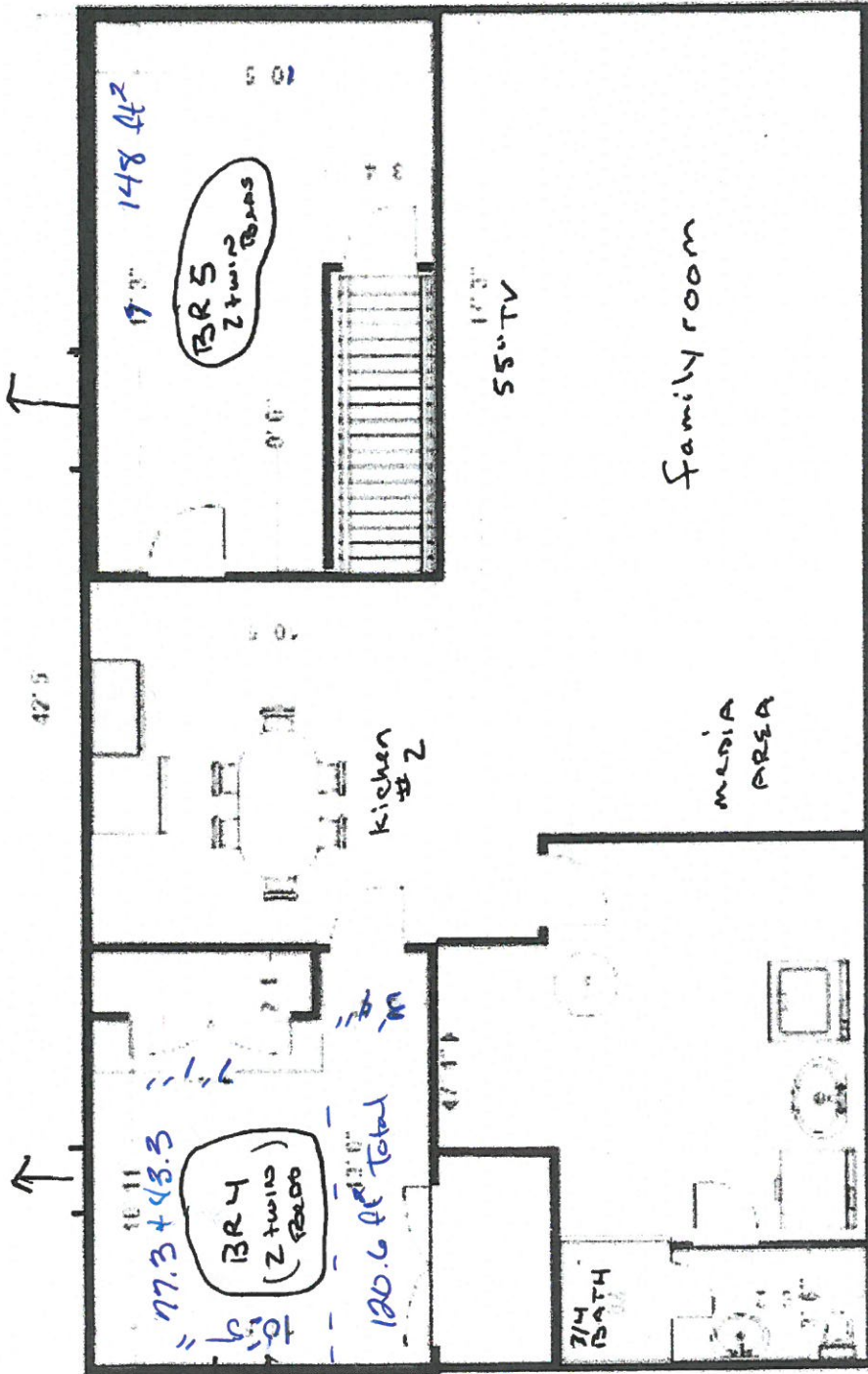
Floor Plans

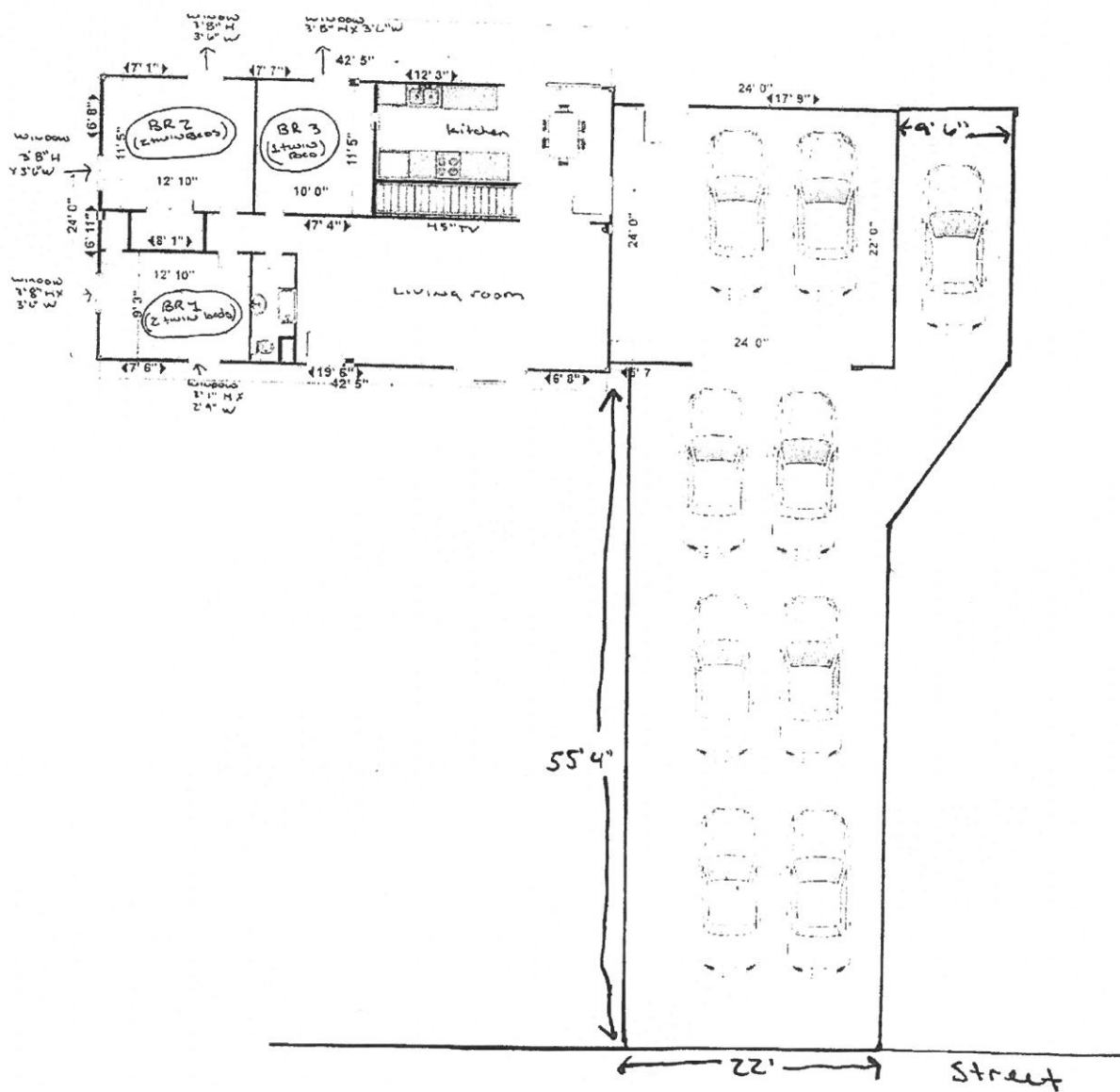


Legal
egress
window
3'10" H X
2'1" W

Legal
egress
window
3'10" H X
2'4" W

$$179.7 - 31.7 =$$





APPENDIX B

House rules and lease agreement

MERAKI

Recovery Housing

913 121st Ave NE
Blaine MN 55434

763-744-8086

MerakiRecoveryHousing@gmail.com

Meraki

The soul, creativity or love put into something: the essence of yourself that is put into your work.

Mission

To provide safe, sober housing for people in addiction recovery.

Beliefs

Our belief is that providing stable sober housing for people in recovery will benefit those in recovery and the community they live in.

Goal

To help those in recovery transition into independent living successfully.

Meraki Recovery Housing LLC

Our Team

Grant Johnson - Owner / CEO
30 years sobriety

Krista Johnson - Owner / Business Manager
Resident intake

Jeremy Hover - Field Business Manager
Mentor and volunteer
Coordinator

Rick Hyde - House Manager (Blaine House)

Our team is dedicated to helping those in recovery succeed in recovery and succeed in transitioning to independent living by providing safe, sober living.

Memberships

MMHA (MN Multi Housing Association) - 10+ year member and participant

MASH (MN Association of Sober Housing) - Application complete, certification following pending home inspection

House Manager Requirements

- * Must be minimum of 1 year sober
- * Must be active in 12 step recovery
- * Agree to be home every night (can request vacation time in advance)
- * Have the ability to lead and mentor others
- * Must be dedicated and passionate about helping others in recovery
- * Must attend MASH (MN Association of Sober Housing) training

House Manager Responsibilities

- * Manage 8 men in a home
- * Maintain house rules and compliance of rules
- * Oversee curfew hours and compliance
- * Assign weekly chores and check compliance
- * Schedule and run a weekly house meeting
- * Conduct random UAs and breathalyzers on Residents
- * Assist with evictions and move ins
- * Meet with each Resident weekly for a one on one discussion and to check accountability sheet/ Resident requirements
- * Must keep the home MASH and city code compliant

Resident Requirements

- * Resident must not be a register sex offender
- * Resident must be at least 30 days sober
- * Resident must be working a recovery program
- * Resident must be in compliance with probation or parole and in good standing with any legal issues.
- * Resident must attend a minimum of 3 weekly recovery meetings (AA/NA meetings, church service, support group, life recovery, therapist, counseling...)
- * Resident must be willing to submit to random drug testing
- * Resident must agree to work, volunteer, attend treatment or attend school for a total of 30 hours per week
- * Resident must sign a 6 month residential agreement
- * Resident must agree to maintain sobriety and follow house rules

Residential Agreement;

Full name (First, Middle, Last): _____

Present Address: _____

Previous Address: _____

Date of Birth: _____ SSN _____

ID / Drivers license number and state _____

_____ Verified by initials

List family member (s)

Name _____ Number _____

Name _____ Number _____

Name _____ Number _____

Present employer _____

Employer address _____

Employer/ supervisor contact name and number _____

Present employer _____

Employer address _____

Employer/ supervisor contact name and number _____

Income per week _____

Emergency contact

Name _____

Relationship _____

Contact phone # _____

Have you ever been convicted of a crime? No _____ Yes _____ (if yes explain below)

Are you presently in the legal system? No____ Yes____ (if yes explain below)

List any current probation or parole contact names and numbers:

Are you addicted to drugs or alcohol? No____ Yes____ (if yes explain)

Sobriety clean date_____

Have you ever been to a treatment facility? No____ Yes____ (if yes explain)

Are you taking any prescription medications? No____ Yes____ (if yes please list medications)

ALL MEDICATIONS ARE TO BE KEPT SECURED IN A LOCKED SAFE BOX.

Have you ever been in a Recovery House, Halfway House or similar facility?
(if yes please explain)

Do you currently have a sponsor? No____ Yes____ (if yes provide contact info)
Name_____ Number_____

Please read and initial to indicate your understanding and agreement:

_____ Program fee is monthly. Payments must be made to Meraki Recovery Housing management. Failure to pay program fee can and will result in eviction. Provided a client departs sober, gives a 30 day notice and is in good standing (packs and carries his/her belongings the day he/ she departs, washes and places linen back on his/her bed, cleans his/her respective living area, does not return to premises without permission, etc) he/ she is likely to receive a refund of any over payment, anything less will result in a pro-rated refund or no refund at all. All refunds are given at the discretion of Meraki Recovery Housing management. Departing residents must allow at least 14 days for the processing of any refund.

_____ I realize that the Meraki Recovery Housing sober home for which I am applying for residency requires complete abstinence from drugs and/or alcohol. Any use of drugs or alcohol is strictly prohibited and will result in immediate eviction from our residence. Disruptive and/or discourteous behavior within our residence or community will not be tolerated and can/ will result in eviction from our residence. By initialing/ signing, I acknowledge agreement to the terms stated, and hereby waive my right(s) to normal due process afforded by law.

_____ I have read all the material on this application and answered each question honestly. I have a sincere desire to live clean and/or sober and achieve comfortable recovery from alcoholism and/or drug addiction without relapse. Any questions I may have had were answered to my satisfaction.

Signature_____ Date_____

Witness_____

Residential Agreement;

Full name (First, Middle, Last): _____

Present Address: _____

Previous Address: _____

Date of Birth: _____ SSN _____

ID / Drivers license number and state _____

_____ Verified by initials

List family member (s)

Name _____ Number _____

Name _____ Number _____

Name _____ Number _____

Present employer _____

Employer address _____

Employer/ supervisor contact name and number _____

Present employer _____

Employer address _____

Employer/ supervisor contact name and number _____

Income per week _____

Emergency contact

Name _____

Relationship _____

Contact phone # _____

Have you ever been convicted of a crime? No _____ Yes _____ (if yes explain below)

Are you presently in the legal system? No____ Yes____ (if yes explain below)

List any current probation or parole contact names and numbers:

Are you addicted to drugs or alcohol? No____ Yes____ (if yes explain)

Sobriety clean date_____

Have you ever been to a treatment facility? No____ Yes____ (if yes explain)

Are you taking any prescription medications? No____ Yes____ (if yes please list medications)

ALL MEDICATIONS ARE TO BE KEPT SECURED IN A LOCKED SAFE BOX.

Have you ever been in a Recovery House, Halfway House or similar facility?
(if yes please explain)

Do you currently have a sponsor? No____ Yes____ (if yes provide contact info)
Name_____ Number_____

Please read and initial to indicate your understanding and agreement:

_____ Program fee is monthly. Payments must be made to Meraki Recovery Housing management. Failure to pay program fee can and will result in eviction. Provided a client departs sober, gives a 30 day notice and is in good standing (packs and carries his/her belongings the day he/ she departs, washes and places linen back on his/her bed, cleans his/her respective living area, does not return to premises without permission, etc) he/ she is likely to receive a refund of any over payment, anything less will result in a pro-rated refund or no refund at all. All refunds are given at the discretion of Meraki Recovery Housing management. Departing residents must allow at least 14 days for the processing of any refund.

_____ I realize that the Meraki Recovery Housing sober home for which I am applying for residency requires complete abstinence from drugs and/or alcohol. Any use of drugs or alcohol is strictly prohibited and will result in immediate eviction from our residence. Disruptive and/or discourteous behavior within our residence or community will not be tolerated and can/ will result in eviction from our residence. By initialing/ signing, I acknowledge agreement to the terms stated, and hereby waive my right(s) to normal due process afforded by law.

_____ I have read all the material on this application and answered each question honestly. I have a sincere desire to live clean and/or sober and achieve comfortable recovery from alcoholism and/or drug addiction without relapse. Any questions I may have had were answered to my satisfaction.

Signature_____ Date_____

Witness_____

The following terms and agreement are to be read and fully understood by the undersigned resident of Meraki Recovery Housing LLC.

_____ 1. Meraki Recovery Housing LLC is providing the signed resident _____ a place to reside in their sober living facility located at _____.

_____ 2. I agree to pay a program fee for the above premises on the first day of each month in the amount of _____.

Meraki Recovery Housing LLC retains the right to adjust the program fee within 30 days of notice. If the program fee is not received by the 5th of the month a \$25.00 penalty will be charged. If the program fee is not received by the tenth of the month eviction proceedings may be started.

_____ 3. I agree to provide to Meraki Recovery Housing LLC a processing fee of \$250 prior to moving in. I fully understand that the processing fee will be refundable only if the following conditions are met.

- a) Completes 6 months residency
- b) Gives a 30 written advance notice of moving date
- c) All possessions are removed and living area is left clean and without damage

If I am evicted for any reason or these conditions are not met I understand that my processing fee will not be refunded. Refunds will be processed within 14 days of move out.

_____ 4. I understand that I will live in the facility under the agreed upon contractual terms and rules as provided and explained, and Meraki management may terminate my residency at any time.

_____ 5. Meraki Recovery Housing LLC is providing a sober living facility only and does not provide any counseling, nor restrict me from making my own personal choices as long as they do not violate the house rules or the resident agreement.

_____ 6. Meraki Recovery Housing LLC will provide a housing facility in normal condition, and shall not be held liable by for any injury or loss to myself, or my belongings. I agree and acknowledges that Meraki Recovery Housing is not responsible for any injury or accident and I will forever hold harmless Meraki Recovery Housing LLC unless said provider is negligent in the cause of the loss.

_____ 7. I understand that Meraki Recovery Housing LLC, carries only insurance to cover the dwelling and business assets located in the dwelling.

_____ 8. I agree to immediately notify Meraki Recovery Housing LLC in writing of any incident resulting in injury or loss. This will include a full accounting of the incident details.

_____ 9. I agree to having a criminal background check completed.

_____ 10. This agreement is for the term of six months beginning on _____

Signed and dated _____

Resident _____ Date _____

Resident printed name _____

Meraki Recovery Housing LLC _____ Date _____

Meraki management printed name _____

General House Rules/ Requirements/ Guidelines

You are in a sober living program/ environment . Your success and continuance in this program/ environment is dependent upon your consistent good behavior and cooperation. Disruptive and/or discourteous behavior will not be tolerated. Any contact with illegal drugs and/ or alcohol or any violation of any of the following Rules and Guidelines can/ will result in eviction. Your initials and signature indicate your understanding and agreement.

1. Consumption or possession of beverage alcohol in any form is strictly prohibited.
2. Use or possession of illegal drugs in any form is strictly prohibited.
3. Use and/or possession of drugs and/or alcohol will result in immediate eviction. If evicted for drugs and/ or alcohol the resident agrees to leave the premises immediately and not return for any reason whatsoever, without permission from the House Manager or Meraki management.
4. Dishonesty and stealing are prohibited. If caught you can/ will be evicted.
5. Residents are required to submit to a drug and alcohol screen/ test at any time (24/7) if it is requested. A refusal and/or failure to provide an adequate sample will be treated the same as a positive test result. Any attempt to cheat / circumvent the test will result in an eviction.
6. Weekly attendance of 3 recovery meetings is required (AA/NA meetings, church services, support groups, therapists, life recovery...)
7. Residents are required to complete 30 hours per week of work, treatment, volunteer work or schooling or a combination of any of these as long as it adds up to 30 hours.
8. Smoking is only allowed in the outside back patio area.
9. Meraki Recovery Housing is NOT responsible for a residents personal items/ belongings. Residents are responsible for the security and safekeeping of their belongings. Residents must pack and carry their belongings when they depart from living at the home.

Meraki Recovery Housing

10. If for any reason personal belongings are left behind after moving out of the home or being evicted the resident must then contact the House Manager or Meraki management to arrange retrieval / disposal of their belongings. Meraki Recovery Housing will not store personal belongings for more than 72 hours.
11. Disruptive or discourteous behavior will not be tolerated and can/ will result in eviction.
12. Overnight guests are strictly prohibited.
13. Guests are not permitted beyond curfew hours and are only permitted in the common areas. Guests must not be under the influence of drugs or alcohol.
14. Curfew hours are 11:00 pm Sunday- Thursday and 12:00am Friday and Saturday (If job or meeting hours conflict with curfew they must be pre-approved by the House Manager). Failure to return to the house on time can/ will result in eviction.
15. House meetings are held at a date and time determined by the House Manager and are mandatory for all residents.
16. Overnight/ weekend passes must be requested by filling out a pass request and must be turned in 24 hours in advance. Overnight/ weekend passes must be approved and signed off on by the House Manager and Meraki management. Meraki Recovery Housing management may deny a pass at any time for any reason.
17. Residents are allowed in their bedroom only unless invited and accompanied by the resident who's bedroom it is.
18. Residents are expected to keep their room and the house tidy as well as complete an assigned weekly chore. Residents are expected to make their bed daily, not have clothes on the floor and to clean up after themselves. Kitchen must be cleaned up after each use.
19. Residents are required to wear appropriate dress in the commons area. Sleeping is prohibited in the common areas.
20. Residents with a vehicle must provide proof of a valid drivers license, insurance and have current tabs in order to keep the vehicle on Meraki property. Any inoperable vehicle must be moved off the premise. All Residents must park their vehicles in the driveway (no street parking) and are expected to work together at arranging cars in the order they need to leave.
21. Extension cords are not allowed per city ordinance.
22. No gambling of any type is permitted on the residence.

Meraki Recovery Housing

23. Be accountable, responsible and communicate with your other residents and Meraki management to avoid conflict.

24. Any acts of violence or putting hands on anyone is strictly prohibited on the property and will result in immediate eviction.

25. A violation of any one of the rules or guidelines can/ may result in an eviction.

Resident_____ Date_____

Manager_____ Date_____

Relapse Plan;

If Resident provides a positive drug test or breathalyzer test, fails to comply with testing or if Resident relapses the Resident agrees to immediately transport to detox (or a safe alternative), complete a treatment assessment, and comply with assessment recommendations.

_____ Resident

_____ Manager

Relapse Notification;

I give Meraki Recovery Housing staff permission to contact;

Name _____

Phone number _____

in the event that I am evicted from the house for any reason including a positive test or relapse.

_____ Resident

_____ Manager

Drug Screen / Test Permission;

I, _____, understand that I can be tested for drugs and/or alcohol at any time, for any reason, per my resident agreement with Meraki Recovery Housing LLC. I am aware and have full knowledge that the person(s) administering the test(s) are my peers and not medical personnel. I am also aware that if I test positive, refuse compliance or attempt to cheat/circumvent the test in any way, I will be evicted from Meraki Recovery Housing and required to leave the premises immediately. My signature below indicates my understanding and consent.

Resident _____ Date _____

Manager _____ Date _____

Resident Communication;

Complete form with a detailed explanation of any issue, complaint or concern you have and then place form in the House Managers in-box in the home.

If you do not feel comfortable bringing this to the House Manager, please submit via email (this can be done by taking a picture of the form on your phone and then emailing the picture) to Meraki Recovery Housing management at merakirecoveryhousing@gmail.com

Date_____ Time_____

Resident_____

Issue, complaint or concern;

* see back for action and resolution planning

Action / Resolution plan;

Date_____ Time_____

Resident_____ Manager_____

Resolution Plan follow up;

Date_____ Manager_____

All forms will be reviewed within 24 hours after submission.

Call the House Manager or Meraki management immediately for all emergency or urgent matters. Call 911 when needed for emergency help.

Overnight Request Form;

Date of overnight(s); _____

Where you will be staying _____

Have chores been completed _____

Compliant with accountability checklist _____

All overnight forms must be turned into the House Manager 24 hours in advance and be approved by Meraki management via the House Manager. Forms must be signed once approved to be valid.

Approved

Resident _____ Date _____

Manager _____ Date _____

I understand that management may deny a overnight request at any time without reason.

Denied

Manager _____ Date _____

