



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-9124
Web: www.stpaul.gov/dsi

October 20, 2016

Jason Holm
Rejuvenate Homes
5113 Lake Ridge Road
Edina, MN 55436

RE: Request for reasonable accommodation (#16-090971) – 449 Mount Ida Street

Dear Mr. Holm:

We have reviewed your request for a reasonable accommodation to establish a sober house for sixteen (16) residents at the location referenced above. Such request is required because a sober house is an exception to the maximum number of unrelated persons living together in a dwelling unit in Saint Paul.

A sober house is defined in the Saint Paul Zoning Code under Section 65.160 as:

A dwelling unit occupied by more than four (4) persons, all of whom are in recovery from chemical dependency and considered handicapped under the Federal Fair Housing Act Amendments of 1988, that provides a non-institutional residential environment in which the residents willingly subject themselves to written rules and conditions including prohibition of alcohol and drug use (except for prescription medications obtained and used under medical supervision), intended to encourage and sustain their recovery. The residents of a sober house are similar to a family unit, and share kitchen and bathroom facilities and other common areas of the unit. Sober houses are financially self-supporting. This definition does not include facilities that receive operating revenue from governmental sources. Sober houses do not provide on-site supportive services to residents, including the following: mental health services; clinical rehabilitation; social services; medical, dental, nutritional and other health care services; financial management services; legal services; vocational services; and other similar supportive services.

This property is located in the R4 one-family residential zoning district. As such, a sober house serving sixteen (16) residents requires six (6) off-street parking spaces. The parking plan you submitted shows three (3) spaces in the rear yard and three (3) parking spaces on the street.

We hereby find that your proposed facility meets the definition of a sober house and we grant you an accommodation for a sixteen (16) resident sober house, subject to the following conditions:

1. Building permits: Building / trade permits must be obtained for any remodeling work needed to accommodate sixteen (16) residents in the single family dwelling. The entire structure must meet building code standards. A new certificate of occupancy for a single family dwelling (with sixteen (16) residents) must be approved prior to building occupancy.
2. Certificate of occupancy: This structure must comply with all life safety requirements of the State Building and Fire Codes. A fire certificate of occupancy is required from the City Fire Marshal before the building may be occupied. Contact Leanna Shaff at 651.266.8980 between the hours of 7:30-9:00am; Monday-Friday to schedule an appointment.

Mr. Jason Holm
October 20, 2016
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3. Trash: Garbage containers will be wheeled out to the pick-up area on trash pickup days only.
4. Revisions: Any changes to this facility, such as, but not limited to, the number of residents, parking arrangements, supportive services, status of operating revenue, use/change in the structure or a change in property ownership / facility operator / facility representative, will require a new application and review.
5. The parking pad area at the rear of the property shall be four (4) feet off of the side/rear property line and shall be constructed using asphalt, concrete or pavers.

For any questions regarding this matter, please contact me at 651.266.9084 or karen.zacho@ci.stpaul.mn.us.

Yours truly,



Karen Zacho
DSI Inspector - Zoning

c Leanna Shaff, DSI Fire Marshal's Office

AUG 30 2016

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K
3056



REQUEST FOR REASONABLE ACCOMMODATION
Department of Safety and Inspections
Zoning Administrator
375 Jackson Street, Suite 220
Saint Paul, MN 55101
Ph: (651) 266 - 9008 / Fax: (651) 266 - 9009

Zoning Office Use Only
File # <u>16-090971</u>
Sections
City Agent
Zoning

APPLICANT
(facility operator or representative of facility residents)

Name Jason Holm

Address 5113 Lake Ridge Road

City Edina St. MN Zip 55436 Daytime Phone 612-730-7252

Name of Owner (if different) _____ Phone _____

House Manager (if different) Tim Hegna Phone 763-482-2344

PROPERTY LOCATION

Address/Location 449 Mount Ida Street St. Paul, MN 55130

REQUEST:

Application is hereby made under provisions of Chapter 60, Section 110 of the Zoning Code for Reasonable Accommodation by providing an exception to the Zoning Code requirement in Section(s) 65:160 of the Zoning Code.

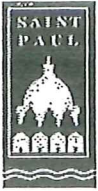
Proposed Use (specify) Sober Home

SUPPORTING INFORMATION: The following information is necessary in order for the City to determine whether a reasonable accommodation is warranted.

- On an additional sheet, provide an explanation of how the proposed accommodation would benefit persons with a disability, and why the accommodation is necessary to meet their particular needs.
- Specify the maximum number of residents you propose to occupy the facility now or in the future: 16 residents. If the facility has more than one unit, please specify the number of units and the number of residents in each unit to be used for this use. _____
- Is there a house manager that is one of the residents of the facility and is involved in the operation of the facility? (Y/N). Alternatively, is there an operator involved in the operation of the facility but does not live in the facility? (Y/N).
- Does the facility receive financial or other support from a governmental agency? (Y/N) .
- Is the facility licensed or registered with a governmental agency? (Y/N). If yes, explain: MASH
- How many residents will have a vehicle at the site? 16. How many off-street parking spaces are available at the facility? 4

I, Jason Holm, herein certify that the above information is true and correct, to the best of my knowledge.

Applicant's Signature [Signature] Date 8/26/16



SOBER HOUSE ADDENDUM TO REQUEST FOR REASONABLE ACCOMMODATION
 Department of Safety and Inspections
 Zoning Administrator
 375 Jackson Street
 Suite 220
 Saint Paul, MN 55101
 (651) 266 - 9008 / Fax: (651) 266 - 4194

Zoning Office Use Only
 File #: _____
 Sections: _____
 City Agent _____
 Zoning _____

APPLICANT
 (operator or resident representative)

Name Jason Holm
 Address 5113 Lake Ridge Road
 City Edina St. MN Zip 55436 Daytime Phone 612-730-7252
 House Manager (if different) Tim Hyna Phone 763-482-2344

PROPERTY LOCATION

Address/Location 449 Mount Ida Street St. Paul, MN 55130

The zoning administrator will review this written addendum for conformance with standards listed in Sec. 65.160 of the zoning ordinance. Provided that the request meets these standards, the zoning administrator will issue a written approval for a reasonable accommodation from the maximum number of unrelated persons living together in a dwelling unit.

Additional reasonable accommodation may be requested by the applicant by providing a further explanation on an additional sheet of how the proposed additional accommodation would benefit persons with a disability, and why it is necessary to meet their particular needs.

1. Are residents placed in the house by an outside entity? Yes No
 If yes, explain Treatment facilities for chemical dependency.

2. Can a resident live in the house indefinitely? Yes No
 If no, explain _____

3. Does the resident have access to the entire house (or entire unit, if 2+ unit property), including all household facilities such as the kitchen, common areas, and bathrooms? Yes No
 If no, explain _____

4. Does the whole house function as a single household unit, where the residents share in common duties such as cleaning and general maintenance of the house?
 Yes No
 If no, explain _____

5. Do the house residents make decisions in a democratic manner regarding the operation of the house?

Yes No

If no, explain _____

6. Do house residents have input in reviewing and accepting new residents? Yes No

If no, explain _____

7. Does the house have a written policy banning alcohol and controlled substance use and possession by residents?

Yes No

If no, explain _____

8. Do services or meetings related to the residents' recovery take place at the house? Yes No

If no, explain _____

9. Are any of these services or meetings open to persons not residing in the sober house? Yes No

If yes, explain _____

10. Generally, do residents go through alcohol or controlled substance treatment programs prior to arrival at the house?

Yes No

If no, explain _____

11. Who refers residents to the house, if applicable? Treatment facilities + MASH

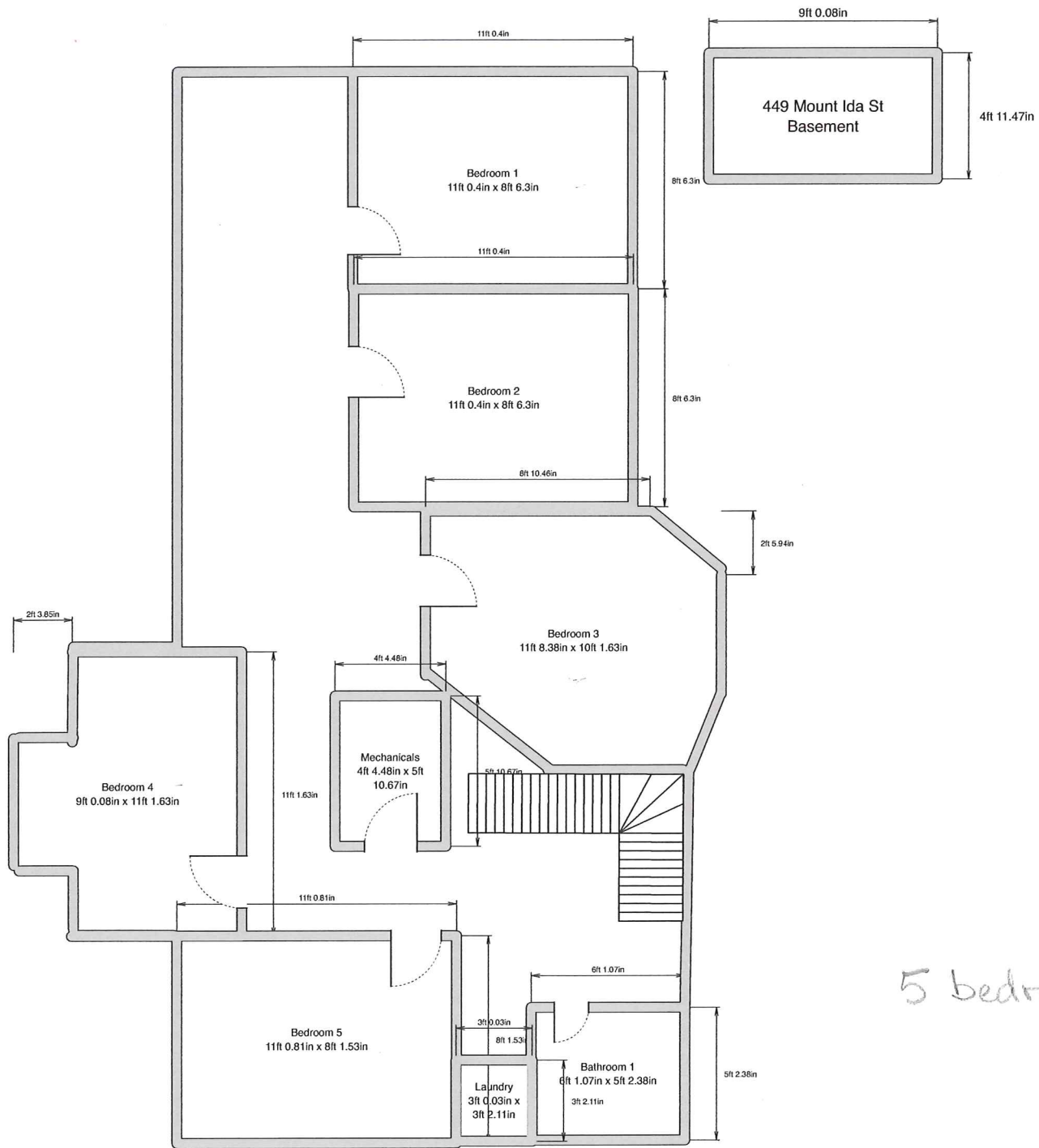
Attach the following:

- A written copy of the house rules
- Site plan showing off-street parking spaces
- An alternative parking plan (if applicable) that demonstrates sufficient parking for the use
- A floor plan showing the layout and specifying the number of beds in the house
- Any additional information to further explain any of the answers to the above questions

I, Jason Holm, herein certify that the above information is true and correct, to the best of my knowledge.

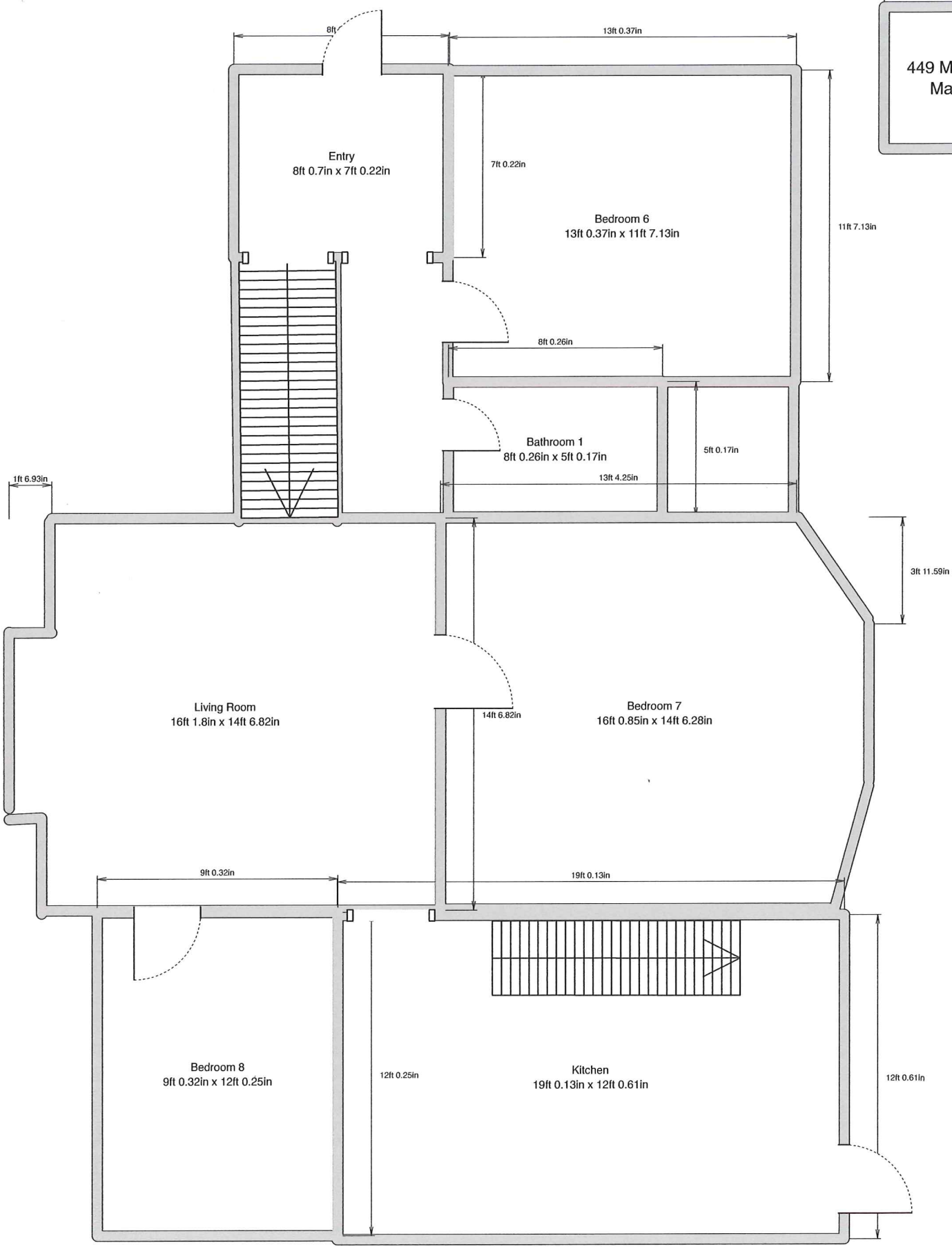
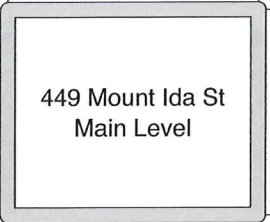
Applicant's Signature 

Date 8/26/16

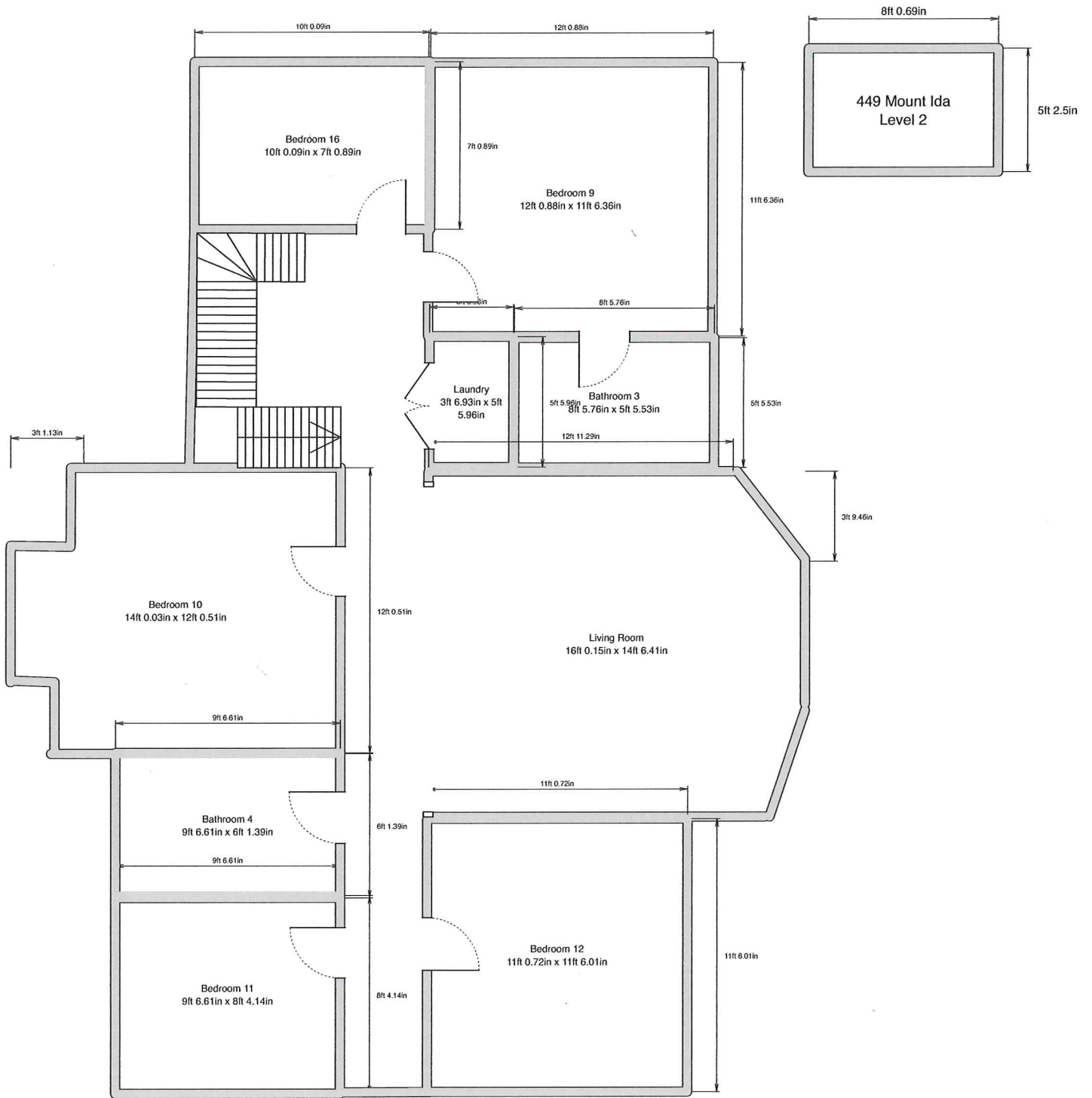


5 bedrooms bsmt

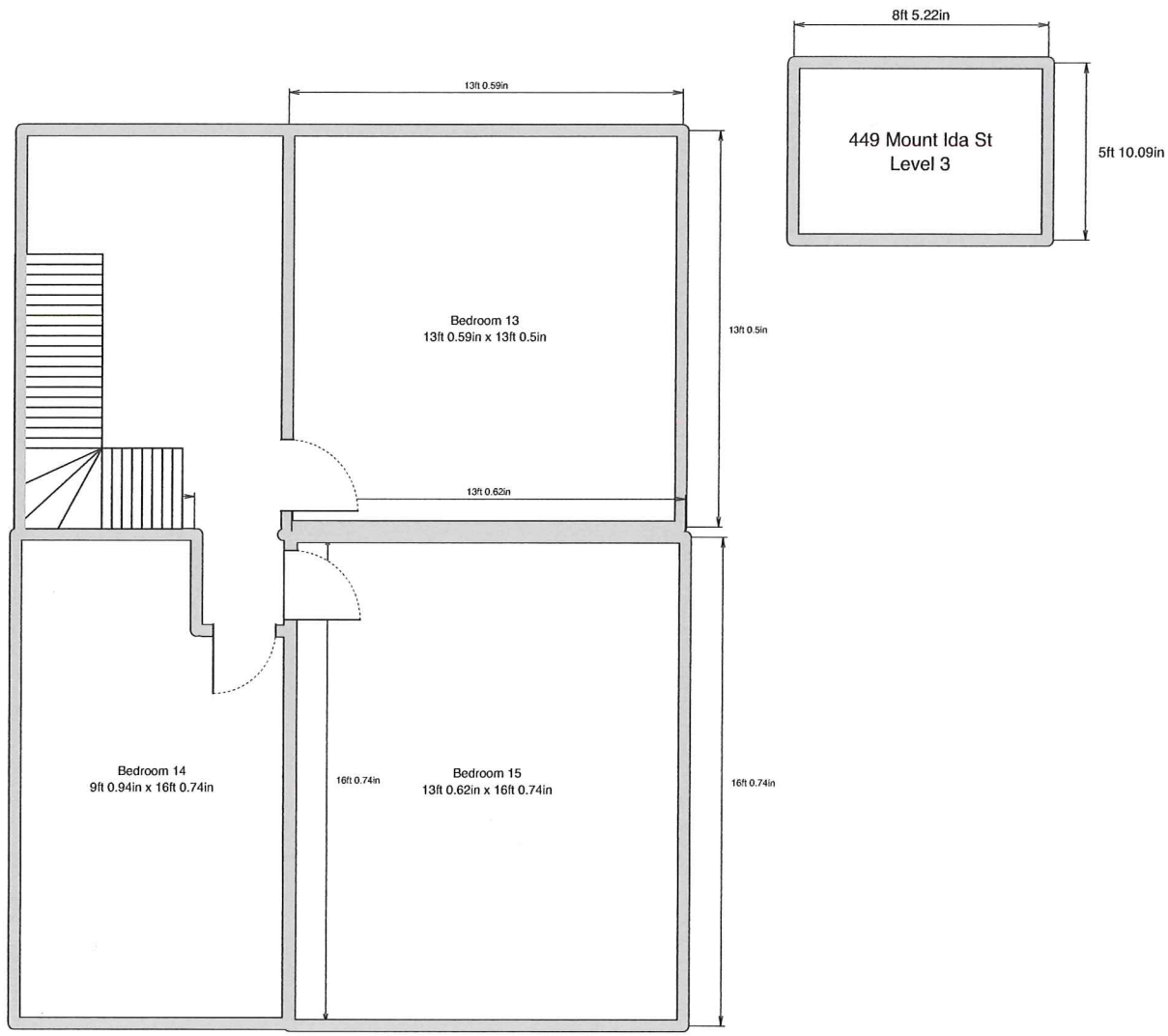
011 3.4411



3 bed rooms
1st floor



5 bedrooms



3 bedrooms
3rd fl.

Request for reasonable accommodation of the parking requirement

I have requested a reasonable accommodation for 16 residents at the facility located at 449 Mount Ida Street.


The Zoning Code (Section 63.207) states that I am required to provide 1.5 parking spaces for every (4) residents. Since I am proposing a facility for 16 residents, I am required to provide 6 off-street parking spaces. I am requesting a reasonable accommodation of the parking requirement to be provided as described by the following parking arrangement with a modification for on-street parking.

Three (3) off-street parking spaces in the driveway.

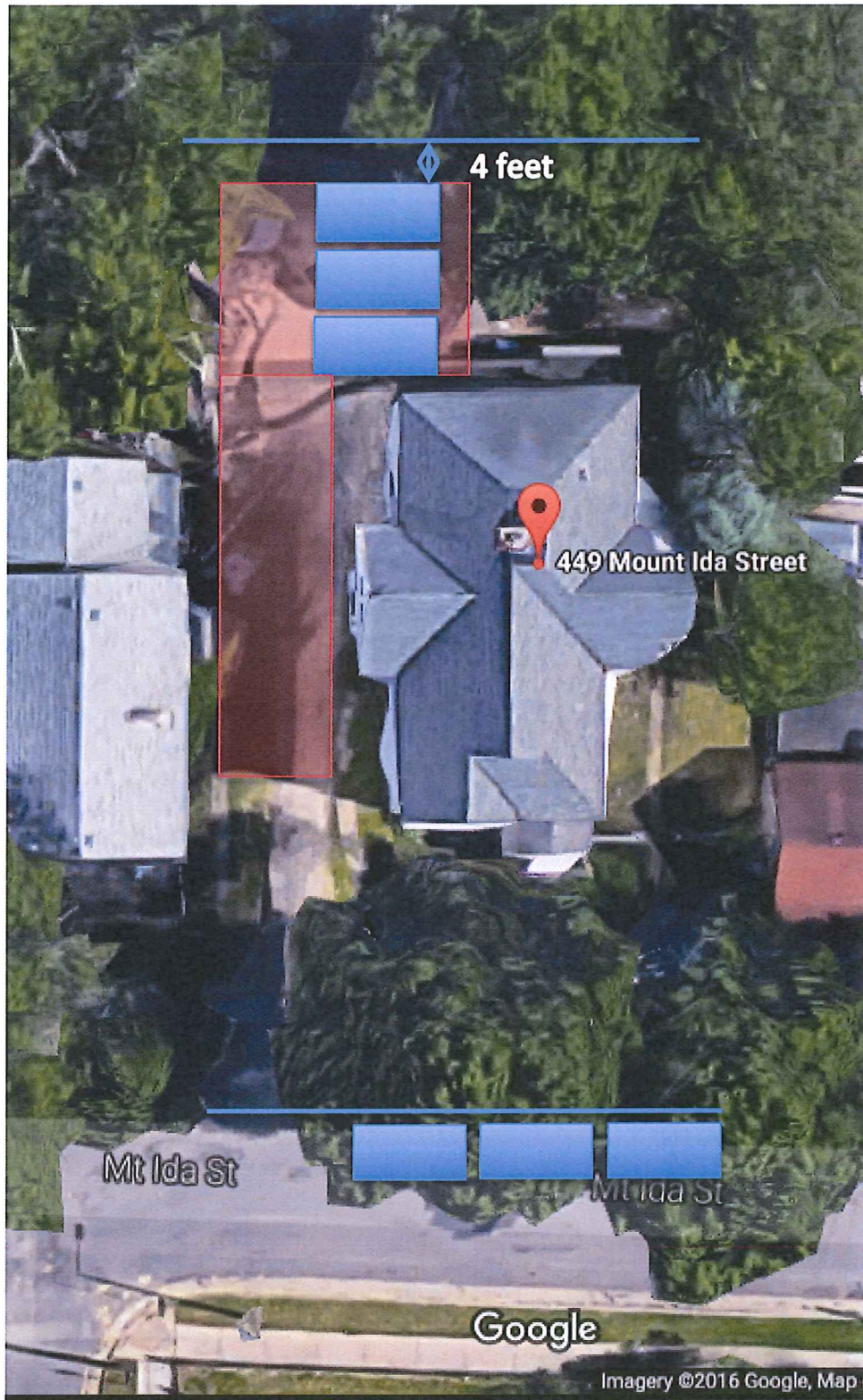
Three (3) on-street parking spaces along the north side of Mount Ida Street.

I have attached a plan to support this parking arrangement.

Please grant me this request because I believe that I have demonstrated that this parking will be sufficient for this use.

Signature  Date 10/19/16

449 Mount Ida Parking – 6 spots (red=asphalt)





Rejuvenate Homes

Rebuild. Restore. Renew.

The 449 House

449 Mount Ida Street
Saint Paul, MN 55130

Rejuvenate Homes Resident: Lodger Agreement

Introduction:

The purpose of this contract and the house rules that follow, are to inform you of your rights and what is expected of you.

Rejuvenate Homes is a sober living environment for you to develop coping skills that will help you master the social, emotional, behavioral, and professional demands of society. It is a home for you to live and function in a drug and alcohol free environment. Therefore, because you have chosen to make Rejuvenate Homes your home, you will need to care for it accordingly.

- **You are responsible for your own actions.** Accountability is a common value shared by all who reside here. Willingness and cooperation are the basic requirements shared by all members of the house.
- **This is a ZERO tolerance residence.** That means if you make a decision to use illegal drugs, drink alcohol, or use drugs without a doctor's prescription, you will be evicted immediately. House members live as a family system, meaning we are a group of individuals living and working toward a common goal, which is continued sobriety.
- **NO active addicts are allowed on premises – NO EXCEPTIONS!** Peace and tranquility of the house is a key element that we aspire for, and the type of environment we want to provide for our residents. Everyone is required to behave in a manner that is civil, calm, and respectful to themselves and others. No loudness, vulgarity, profanity, or disrespect will be tolerated.
- **It is important to understand, acknowledge, and accept** that Rejuvenate homes is operating under federal, state, and municipal law as part of a sober living program, therefore is NOT subject to Landlord/Tenant laws, meaning you are not a Tenant. You are a resident. Failure to comply with House rules, expectations, and responsibilities will result in immediate termination of occupancy, and forfeiture of the Sober Deposit and monthly fees paid.

Rejuvenate Homes Monthly Payment Agreement:

Residents Name: _____

- The amount of your Sobriety Deposit is \$ _____. This must be paid before gaining access and residency to the premises.
- The Minimum term of the residential lodging agreement is 6 months. After completing the 6-month commitment, you will have the option to reside with us on a month-to-month basis.
- Monthly amount resident pays for accommodations at Rejuvenate Homes is \$ _____
- House dues are \$20.00 a month, payable when monthly program fees are due. This covers necessary house items such as laundry detergent, dish soap, toilet paper, paper towels, etc.
- Monthly program fees are due by 5:00pm, on the 1st of every month. A grace period will be given until 5:00pm on the 5th of every month. Should you be late in paying your program fees, you will be charged a \$25.00 late fee starting on the day after your program fees are due. The late fee must be paid in full when you pay your program fees or you will be evicted for failure to pay your balance after 5 days of delinquency.

You may only be late in paying your program fees for 5 days after the grace period. You may be evicted on the 6th day. Checks are made payable to Rejuvenate Homes, and given to the House Manager only.

You are strongly discouraged from paying your monthly program fees late _____ (Your initials).

- All returned checks will result in a \$100.00 charge to resident, and an additional \$25.00 a day will be charged until payment in full is received. Non-payment after the 5th day of the month will be grounds for immediate dismissal and termination of this agreement.
- In the event your residency is terminated for violating the House rules and Expectations set forth in this agreement, your Sober Deposit will NOT be refunded, nor will any portion of the monthly fee or housing related fee that was paid prior to termination.
- If resident moves out and has NOT violated the terms of this agreement, the Sober Deposit will be refunded. Damage, repairs, and balance due on resident's account may be deducted from Sober Deposit.
- Failure to provide a 30-day written notice to the House Manager of moving out of the premises will result in the loss of the resident's Sober Deposit.
- Rejuvenate Homes will not hold or store any items. Resident accepts this as notice that ANY items left on the property after moving out will be removed from the premises by way of donation or disposal within 48 hours of moving out. This could result in additional charges to the resident.

Initial here: _____

House Rules:

There are rules you must follow at Rejuvenate Homes. Violation of any of these rules may result in immediate dismissal from Rejuvenate Homes. You will not receive a refund of your Sobriety Deposit, nor any other monthly fees that have been paid.

House rules are as follows:

- **Zero Tolerance** for drug or alcohol use. (No engaging in illegal substance manufacturing, possession and/or distribution will be tolerated.)
- **Zero Tolerance** for stealing. (Taking food from others without permission is considered stealing. We encourage community cooking, meal planning and sharing dinnertime together. This is to assist in developing a family like structure.)
- **Zero Tolerance** for destruction of Rejuvenate Homes' or other residents' property.
- **Zero Tolerance** for sexual activity between residents.
- **Zero Tolerance** for physical confrontation or verbal confrontation with any resident.
- No women allowed in residents rooms ever. Women are allowed in the community areas.
- No racial or sexual harassment, pornography, or sex on the premises.
- No possession of firearms or weapons of any sort.
- No Gambling with or loaning personal items to another resident.
- No credit extended on monthly fees. You must have a checking account for payment of all fees. Monthly fees can be deducted automatically from your checking account. Your first monthly fee and Sobriety Deposit may be made with check or money order.
- Any resident who is on prescribed medication(s) must immediately inform the house manager, the house manager must approve all medication(s). All medication(s) must be taken as prescribed, and kept in your own lock box.
- There is absolutely no loitering in the front of the property.
- As a member of a recovering community, based on the principles of honesty, trust and helping to create a safe and sober environment, we request any resident who knows that another resident has violated any rules of Rejuvenate Homes to let the House Manager know.
- Any visitor to the property will be asked to leave immediately if residents suspect any use of illegal or illicit drugs, including alcohol. Residents who have been asked to leave due to their own breach of rules will not be permitted back on the property.

Residents Initials: _____

House Expectations and Resident Responsibilities:

- All residents are expected to participate actively in 12 Steps Meetings, and to work closely with their AA sponsor. We are expected to attend 3 AA meetings per week (the house meeting does not count). Verification sheets are due at the house meeting.
- Residents must obtain and maintain a sponsor while living at Rejuvenate Homes and meet with their sponsor weekly.
- Residents must attend our mandatory House Meeting one time a week, every Sunday at 6:00 P.M.
- Residents are to attend all weekly house community meetings and special house meetings. Understand that this is essential for recovery and our community, so unexcused absences may be grounds for dismissal.
- Respect everyone's right to anonymity. All house business remains in the house and we do not discuss our business with neighbors or anyone who is not a resident.
- Residents must be willing to submit to a drug/alcohol urine screen and Breathalyzer upon the request of the House Manager. Refusal to comply with this request means the resident is to move out immediately, forfeiting sobriety deposit and other monthly fees that were paid. If a resident tests positive you will be evicted from the house immediately. Rejuvenate Homes give you a second chance to return once you've been gone from the house for 30 days, however you will need to resubmit your application, complete the interview process, submit a UA to confirm you are clean, and submit a new sobriety deposit along with your monthly fees. Any further failed drug/alcohol testing and you will not be allowed to reenter the house indefinitely.
- Smoking is not permitted in the house (this includes Electronic Cigarettes). Designated smoking areas are provided, and you are expected to use assigned areas, as well as keeping the area clean.
- Residents are expected to have a full time job within 30 days of residing with Rejuvenate Homes.
- Overnight stays and leave of absences are allowed after 30 days of residency. You must notify the House Manager by 9 pm if you will be gone overnight. Maximum of 2 nights a week. Your House Manager will provide you with a sign in/out sheet. If you leave the residence overnight or stay out of the house after curfew without permission from the House Manager, you may NOT return to the residence to live and you will forfeit all funds previously paid in program fees and deposits.
- Our curfew is 12:00 (Midnight) Sunday-Thursday night, and 1:00AM Friday and Saturday night.
- Residents are responsible for their own valuables neither the House Manager nor Rejuvenate Homes will be responsible for any lost or stolen items.
- Residents are not to use anyone's personal items without permission. Mark all personal items with your initials. Taking something that doesn't belong to you constitutes theft and will be dealt with immediately by the House Manager.

- Residents must sleep at the house each night unless prior arrangements have been made with the House Manager.
- Residents are not allowed to have overnight guests. All visitors to the property must be approved by the House Manager and must be off the property by 10:30pm Sunday-Thursday, and Midnight on Friday and Saturday.
- If anything needs repair anywhere on the premises, please inform the House Manager.
- Resident's rooms must be clean at all times. Resident's beds are to be made when residents are not in the bed. You are expected to keep your room neat and clean at all times. Although your room is off limits to other residents, it is subject to inspection by the house manager.
- Everyone is required to have assigned household chores to be completed on a daily or weekly basis. This is mandatory.
- When using the kitchen you MUST clean up after yourself immediately. No Cups, mugs, dishes, utensils, pots and/or pans, are to be left on stove, oven, sink, countertop or drying rack overnight. They are to be dried and placed back in the drawer, rack or cabinet where they were originally stored before bed each night.
- When using an area of the house, please leave the area in better condition than you found it in.
- Please be responsible and respectful to our residents and our environment. Be mindful of shower times, the amount of soaps and detergent you are using, and recycle when you can.
- Show pride in being a resident. This is your house. That means you should maintain your room, shared areas in the house, the yard, gardens, and shovel the snow to the highest standards possible. When possible, offer help to our neighbors with these chores, as well as service work.

Acknowledge that Rejuvenate Homes operates in the format of Alcoholics Anonymous (AA). It is our goal for you to find sanctuary and rejuvenation in the sober community, and to enter a lifelong journey of recovery.

Residents Initials: _____

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
("AGREEMENT")**

IN CONSIDERATION of being, permitted to participate in any way in this Sober Living House I, on behalf of my personal representatives, myself assigns, heirs, and next of kin:

- ACKNOWLEDGE, agree, and represent that I understand that I am living in a Sober Living House with other members who may be drug/alcohol addicts or convicted felons and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
- FULLY UNDERSTAND THAT: LIVING IN A SOBER LIVING HOUSE ('ACTIVITY') INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH; (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE

"RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in such Activity.

- HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Rejuvenate Homes LLC, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Resident: _____

Phone: _____

Residents Signature:

X _____

Date: _____

Rejuvenate Homes Printed Name:

Rejuvenate Homes Signature:

X _____

Date: _____

Updated 08/22/16