



Sober Housing License Application

1685 CROSSTOWN BOULEVARD N.W. • ANDOVER, MINNESOTA 55304 • (763) 755-5100
FAX (763) 755-8923 • WWW.ANDOVERMN.GOV

A Sober Housing License is required to be renewed every one (1) years for all sober housing dwellings. Each rental dwelling unit requires a separate application form and a separate \$75 non-refundable fee. By applying for this license, you are authorizing permission to allow for a City Official(s) to enter onto the property to conduct onsite inspections of the interior and exterior portions of the residential dwelling and property. Please call City Hall at (763) 755-5100 with any questions.

APPLICATION FEES			
<p><u>\$75 Non-Refundable Application Fee</u> – per dwelling unit for initial and renewal license applications. This fee includes one on-site inspection and one follow-up inspection, if required. This fee must be submitted at the same time as this application.</p>			
INSPECTION			
<p>Upon receipt of this application and fee, the City will conduct an inspection around the interior and exterior of the property. Attendance of the property owner(s) or tenant(s) is required. Please indicate which day(s) and time work best for your property and City Officials will contact you to schedule the inspection.</p> <p>_____ Morning (8:30AM – 11:30AM) _____ Afternoon (1:30PM – 3:30PM)</p> <p>___ Monday ___ Tuesday ___ Wednesday ___ Thursday ___ Friday</p>			
PROPERTY INFORMATION			
Address		Year Built	
Number of Occupants & Bedrooms*			
OWNER INFORMATION			
Name		Phone Number	Email Address
Address		City	State Zip Code
PROPERTY AGENT/MANAGER INFORMATION			
<p><input type="checkbox"/> Check this box if same as above</p> <p><i>Either the property owner or the rental agent are required to reside within the State of Minnesota.</i></p>			
Name		Phone Number	Email Address
Address		City	State Zip Code

**Without first obtaining an approved Reasonable Accommodation as outlined in City Code 9-8C-16 there shall be no more than 5 occupants in a Sober Housing Dwelling.*

OTHER IMPORTANT INFORMATION

The City will inspect the interior and exterior of the dwelling. The City encourages you to become familiar with applicable ordinances, state statutes, and additional fees that are outlined below. These ordinances and state statutes will be made available upon request and are also listed on the City's website under the Planning Department page (www.andovermn.gov):

City of Andover City Code of Ordinances

- Title 4, Public Health and Safety (Nuisances, Refuse, Trees, Junk Vehicles, Grass and Weeds)
- Title 5, Chapter 6, Noise Control
- Title 9, Chapter 8, Property Maintenance Code
- Title 12, Zoning Regulations
- All other applicable sections of the Andover City Code of Ordinances as deemed appropriate with this application.

Minnesota State Statutes

- Minnesota State Statute 299F.50-.51, Carbon Monoxide Alarms
- Minnesota State Statute 299F.362, Smoke Alarms
- All other applicable Minnesota State Statutes as deemed appropriate with this application.

Additional Fees

- \$50 RE-INSPECTION FEE – A re-inspection shall be paid for each re-inspection conducted after the initial and follow-up inspections have been done. A re-inspection fee shall be paid upon receipt of a valid complaint and/or prior to a rental license being issued.
- \$1,000 RE-INSTATEMENT FEE – If the rental license is revoked, suspended, denied or not renewed by the City Council for any of the reasons as specified by City Code, a re-instatement fee shall be required in order to resume renting the property. Other conditions may apply.

Keep in mind that you are the property owner and are ultimately responsible for the condition of your property.

OTHER APPLICATION REQUIREMENTS

In addition to filling out the application form and providing the required \$75 application fee, the following documents are required at the time of application:

- A blank copy of any written lease to be used for occupants that includes the following lease addendums:
 - Crime Free/Drug Free Addendum that is included on Page 4 of this application.
 - Lead Free informational materials for pre-1978 properties, including all information as may be required by Federal Law. If you are unable to determine the year the dwelling was built please contact the Planning Dept. for assistance.
- A management plan for the facility found to be acceptable to the City to ensure the legitimacy of the sober house.
- A floor plan showing dimensions and locations of bedrooms, common areas, kitchen, bathrooms, exits and any other rooms requested by the City.

By applying for this license and providing the information required above, you are certifying to the City of Andover that the Crime Free/Drug Free addendum will be enforced by the property owner and/or rental agent and that failure to do so may result in license revocation.

OWNER/AGENT SIGNATURE

The undersigned further agrees that the interior and exterior of the rental premises may be inspected by the City's enforcement officials as provided in the Andover City Code of Ordinances Chapter 9-8 for Sober Housing Licenses and that the owner or designated agent has received a copy of City Code 9-8. The undersigned hereby certifies that the information provided is true and correct to the best of their knowledge.

Property Owner's Signature

Date

Applications submitted without a valid signature will be considered incomplete and will not be processed.

**Please submit this application to:
City of Andover – Planning Department
1685 Crosstown Blvd NW, Andover, MN 55304**

Application Checklist:

- Completed & Signed Application Form
- \$75.00 Application Fee Per Unit
- A floor plan showing dimensions and locations of bedrooms, common areas, kitchen, bathrooms, exits and any other rooms requested by the City.
- Management plan for the facility found to be acceptable by the City to ensure the legitimacy of the sober house.
- A Crime Free/Drug Free Lease Addendum signed by and applicable to all occupants of the Sober House.

CRIME FREE/ DRUG FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

Crime Free/Drug Free.

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Resident or members of the household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful possession or discharge of firearms, prostitution or prostitution related activity, allowing stolen property or property obtained by robbery, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. *A single violation of any of the provisions of this LEASE ADDENDUM shall be deemed a serious violation and material non-compliance with the lease.*

Disorderly Conduct.

1. Resident, members of the resident's household, guests, or other persons under the resident's control shall not engage in Disorderly Conduct as defined by the Andover City Code. These activities include, but are not limited to: Violation of any Federal or State Law; violation of Andover City Ordinance; drug related illegal activity; acts or threats of violence; repeated unfounded calls to police; major Life/Safety Issues; creating, or allowing to continue, any hazardous or physically offensive condition which serves no legitimate purpose
2. THREE NUISANCE POLICE CALLS FOR SERVICE INVOLVING THE SAME TENANCY WITHIN A CONTINUOUS TWELVE MONTH PERIOD SHALL BE A SUBSTANTIAL AND MATERIAL VIOLATION TO THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.

Non-exclusive Remedies.

The Crime Free/Drug Free and Disorderly Conduct provisions are in addition to all other terms of the lease and do not limit or replace any other provisions.

Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident. In the case of a conflict between the provisions of this LEASE ADDENDUM and any other provisions of the lease, the provisions in this LEASE ADDENDUM shall govern.

Management

By: _____ **Date Signed:** _____

Resident(s)

By: _____ **Date Signed:** _____