



CITY OF BUFFALO, MINNESOTA

APPLICATION FOR HOME OCCUPATION PERMIT

Name of Applicant \_\_\_\_\_ Phone No. \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Property Address \_\_\_\_\_ PID \_\_\_\_\_

Legal Description \_\_\_\_\_ Zoning \_\_\_\_\_

Do you own or rent this property? \_\_\_\_\_

1. Description of the home occupation is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the character of the existing surrounding property:

\_\_\_\_\_  
\_\_\_\_\_

3. Who will be employed in this occupation:

\_\_\_\_\_  
\_\_\_\_\_

4. Are there to be any person(s) employed who do not live at the address of the occupation listed in this application? YES If yes, number \_\_\_\_\_ NO

5. In what part of the principal dwelling structure will the occupation be situated? Percent of square feet at home to be used for occupation?

\_\_\_\_\_

6. How many customers will be served at one time? \_\_\_\_\_

7. What are the intended days and hours of this occupation, and service to the public?

\_\_\_\_\_  
\_\_\_\_\_

8. Do you have off-street parking available? YES NO

If yes, describe location, capacity and type of surface:

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9. Will there be a need to use the City street for parking? YES NO  
If yes, how much parking space will be needed?

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10. Will the occupation require the use of an accessory building? YES NO  
If yes, describe reason for the use of an accessory building and describe the facility in detail.

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11. Will the home occupation require or involve any equipment not normally found in a dwelling unit? YES NO If yes, describe equipment in detail.

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12. Will the occupation involve the sale of merchandise over-the-counter that is produced off the premises? YES NO  
If yes, describe merchandise to be sold.

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13. How long do you anticipate the occupation will be carried on at this address?

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14. How much of an investment in the premise is required for this occupation? Does this include any alteration? \_\_\_\_\_ Interior \_\_\_\_\_ Exterior Describe

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15. Are there any licenses or permits that are required from any other government agencies to legally conduct this occupation? YES NO If yes, list the licenses or permits.

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16. May the City inspect the premise during the time the application is being considered by the City for approval? YES NO

17. Is there any additional information regarding this application and occupation that you believe the City should be aware of when considering this application?

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By signing this application I declare that all of the information provided to the City of buffalo on this application, or as a part thereof, is true and accurate to the best of my knowledge.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

## **SEC. 11.22. HOME OCCUPATIONS.**

**Subd. 1. Purpose.** The purpose of this Section is to prevent competition with business districts and to provide a means through the establishment of specific standards and procedures by which home occupations can be conducted in residential neighborhoods without jeopardizing the health, safety and general welfare of the surrounding neighborhood. In addition, this Section is intended to provide a mechanism enabling the distinction between permitted home occupations and special or customarily "more sensitive" home occupations, so that permitted home occupations may be allowed through an administrative process rather than a legislative hearing process.

**Subd. 2. Application.** Subject to the non-conforming use provision of this Section, all occupations conducted in the home shall comply with the provisions of this Section. This Section shall not be construed, however, to apply to home occupations accessory to farming.

### **Subd. 3. Procedures and Permits.**

**A. Permitted Home Occupation.** Any permitted home occupation as defined in this Chapter shall require a "permitted home occupation permit". Such permits shall be issued subject to the conditions of this Section, other applicable City Code provisions and State law. This permit may be issued by the Zoning Administrator or his agent based upon proof of compliance with the provisions of this Section. Application for the permitted home occupation permit shall be accompanied by a fee as adopted by the Council. If the Administrator denies a permitted home occupation permit to an applicant, the applicant may appeal the decision to the Board of Adjustment and Appeals, which shall make the final decision. The permit shall remain in force and effect until such time as there has been a change in conditions or until such time as the provisions of this Section have been reached. At such time as the City has reason to believe that either event has taken place, a public hearing shall be held before the Planning Commission. The Council shall make a final decision on whether or not the permit holder is entitled to the permit.

**B. Special Home Occupation.** Any home occupation which does not meet the specific requirements for a permitted home occupation as defined in this Section shall require a "special home occupation permit" which shall be applied for, reviewed and disposed of in accordance with the provisions of Section 11.07 of this Chapter.

**C. Declaration of Conditions.** The Planning Commission and the Council may impose such conditions of the granting of a "special home occupation permit" as may be necessary to carry out the purpose and provisions of this Section.

**D. Effect of Permit.** A "special home occupation permit" may be issued for a period of one (1) year after which the permit may be reissued for periods of up to three (3) years each. Each application for permit renewal shall, however, be processed in accordance with the procedural requirements of the initial special home occupation permit.

**E. Transferability.** Permits shall not run with the land and shall not be transferable.

**F. Lapse of Special Home Occupation Permit by Non-Use.** Whenever within one (1) year after granting a permit, the use as permitted by the permit shall not have been initiated, then such permit shall become null and void unless a petition for extension of time in which to complete the work has been granted by the Council. Such extension shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the expiration of the original permit. There shall be no charge for the filing of such petition. The request for extension shall state facts showing a good faith attempt to initiate the use. Such petition shall be presented to the Planning Commission for a recommendation and to the Council for a decision.

**G. Reconsideration.** Whenever an application for a permit has been considered and denied by the Council, a similar application for a permit affecting substantially the same property shall not be considered again by the Planning Commission or Council for at least six (6) months from the date of its denial unless a decision to reconsider such matter is made by not less than four-fifths (4/5) vote of the full Council.

**H. Renewal of Permits.** An applicant shall not have a vested right to a permit renewal by reason of having obtained a previous permit. In applying for and accepting a permit, the permit holder agrees that his monetary investment in the home occupation will be fully amortized over the life of the permit and that a permit renewal will not be needed to amortize the investment. Each application for the renewal of a permit will be reviewed without taking into consideration that a previous permit has been granted. The previous granting or renewal of a permit shall not constitute a precedent or basis for the renewal of a permit.

**Subd. 4. Requirement; General Provisions.** All home occupations shall comply with the following general provisions and according to definition, the applicable requirement provisions.

## **A. General Provisions.**

1. No home occupation shall produce light glare, noise, odor or vibration that will in any way have an objectionable effect upon adjacent or nearby property.
2. No equipment shall be used in the home occupation which will create electrical interference to surrounding properties.
3. Any home occupation shall be clearly incidental and secondary to the residential use of the premises, should not change the residential character thereof, and shall result in no incompatibility or disturbance to the surrounding residential uses.
4. No home occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and state fire and police recommendations.
5. There shall be no exterior storage of equipment or materials used in the home occupation, except personal automobiles used in the home occupation may be parked on the site.
6. The home occupation shall meet all applicable fire and building codes.
7. There shall be no exterior display or exterior signs or interior display or interior signs which are visible from outside the dwelling with the exception of directional and identification/business signs to the extent authorized by the provisions of the City Code relating to signs.
8. All home occupations shall comply with the provisions of the City Code.
9. No home occupation shall be conducted between the hours of 10:00 P.M. and 7:00 A.M. unless said occupation is contained entirely within the principal building and will not require any on-street parking facilities.

## **B. Requirements; Permitted Home Occupations.**

1. No person other than those who customarily reside on the premises shall be employed.
2. All permitted home occupations shall be conducted entirely within the principal building and may not be conducted in accessory building.
3. Permitted home occupations shall not create a parking demand in excess of that which can be accommodated in an existing driveway, where no vehicle is parked closer than fifteen (15) feet from the curb line or edge of paved surface.
4. Permitted home occupations include and are limited to: art studio, dressmaking, secretarial services, family day care, foster care, professional offices and teaching with musical, dancing and other instructions which consist of no more than one pupil at a time and similar uses.
5. The home occupation shall not involve any of the following: repair service or manufacturing which requires equipment other than found in a dwelling; teaching which customarily consists of more than one pupil at a time; over-the-counter sale of merchandise produced off the premises, except for those brand name products that are not marketed and sold in a wholesale or retail outlet.

#### **C. Requirements; Special Home Occupation.**

1. No person other than a resident shall conduct the home occupation, except where the applicant can satisfactorily prove unusual or unique conditions or need for non-resident assistance and that this exception would not compromise the intent of this Chapter.
2. Examples of special home occupations include: barber and beauty services, day care-group nursery, photography studio, group lessons, saw sharpening, small appliances and small engine repair and the like.
3. The home occupation may involve any of the following: stock-in-trade incidental to the performance of the service, repair service or

manufacturing which requires equipment other than customarily found in a home, the teaching with musical, dancing and other instruction of more than one pupil at a time.

4. Special home occupations may be allowed to accommodate their parking demand through utilization of on-street parking. In such case where on-street parking facilities are necessary, however, the Council shall maintain the right to establish the maximum number of on-street spaces permitted and increase or decrease that maximum number when and where changing conditions require additional review.

**Subd. 5. Non-Conforming Use.** Existing home occupations lawfully existing on the effective date of this Chapter may continue as non-conforming uses. They shall, however, be required to obtain permits for their continued operation. Any existing home occupation that is discontinued for a period of more than 180 days, or is in violation of the provisions of this Chapter under which it was initially established, shall be brought into conformity with the provisions of this Section.

**Subd. 6. Inspection.** The City hereby reserves the right upon issuing any home occupation permit to inspect the premises in which the occupation is being conducted to insure compliance with the provisions of this Section or any conditions additionally imposed.

**NOTICE: The City of Buffalo cannot guarantee the accuracy of any of the ordinances contained on this website. For total accuracy the user should inquire of the City Administrative Offices to verify that the ordinances contained on this website are the most current and up to date ordinances.**

[Disclaimer](#)



Buffalo, Minnesota  
**APPLICATION FORM**

Filing Fee \_\_\_\_\_  
Planner's Fee \_\_\_\_\_  
Recording Fee \_\_\_\_\_  
Receipt No. \_\_\_\_\_

\_\_\_\_\_ Comprehensive Plan Amendment  
\_\_\_\_\_ Zoning District Amendment  
\_\_\_\_\_ Text Amendment  
\_\_\_\_\_ Annexation  
\_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Conditional Use Permit  
\_\_\_\_\_ Variance  
\_\_\_\_\_ Subdivision  
\_\_\_\_\_ Planned Unit Development  
\_\_\_\_\_ Plan Review

Applicant \_\_\_\_\_  
(Name) (Address) (Daytime Phone)

E-Mail Address \_\_\_\_\_

Fee Owner \_\_\_\_\_  
(Name) (Address) (Daytime Phone)

Parcel ID No. \_\_\_\_\_ Property Address \_\_\_\_\_

Legal Description: (attach if necessary)

\_\_\_\_\_

Description and/or Reason for Request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In signing this application, I hereby acknowledge that I have read and fully understand the applicable provisions of The Zoning and Subdivision Ordinances and current administrative procedures. I further acknowledge the fee explanation as outlined in the application procedures and hereby agree to pay all statements received from the City pertaining to additional application expense.

\_\_\_\_\_  
(Signature of Owner or Contract for Deed Purchaser)

\_\_\_\_\_  
(Signature of Owner or Contract for Deed Purchaser)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by

\_\_\_\_\_  
(Owner or Contract for Deed Purchaser)

(Seal)

\_\_\_\_\_  
(Notary Public)

Date Application Received \_\_\_\_\_ Date Application Accepted as Complete \_\_\_\_\_

**CITY OF BUFFALO  
DEPOSIT AGREEMENT**

THIS AGREEMENT, is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by the Applicant and Owner identified herein, in favor of the City of Buffalo, (hereinafter referred to as "City").

A. "Applicant" whose name and address is:

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B. "Owner" whose name and address is:

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WHEREAS, the Applicant has applied to the City for approval of either a rezoning, subdivision, preliminary plat, final plat, conditional use permit, interim use permit, site plan review/building permit authorization or variance; and

WHEREAS, the Owner acknowledges the receipt of a benefit to his/her/their property, from the City's review of the application; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412 and 462, the City will process the application on the condition that the Applicant enter into this Deposit Agreement, which agreement defines certain duties and responsibilities of the Applicant, as well as the City; and the Applicant shall provide cash to the City in the amount satisfactory to the City, and provide security to the City for the payment of all costs incurred by the City.

NOW, THEREFORE, the City and Applicant and Owner agree as follows:

1. Requirement. The Applicant and/or Owner is required to make necessary deposits.
2. Preliminary Design Deposit. It is understood that the City shall commence to process the preliminary application at such time as this Agreement is executed by all appropriate parties and the cash required for the preliminary design deposit is posted with the City.
3. Final Design Deposit. It is understood that the City shall commence to process the final design state of the application at such time as the cash required for the final design deposit is posted with the City.
4. Use of Deposited Funds. The City may draw upon the deposits to pay the costs it incurs in connection with the application. The City shall determine all of its costs, including both administrative and consulting services, at the rates normally charged by the City or its consultants, determined according to City standards. A copy of the current administrative and consulting rates is attached which rates are subject to change by the City Council, without notice to the Applicant. (See Exhibit "A"). Exhibit A should not be construed as an exhaustive list of consultants and Applicant and/or Owner shall be responsible for all other consulting fees, known and unknown, related to the application.
5. Conditions of Deposit. The following conditions shall apply to the account contemplated under this Agreement.
  - a. Payment shall be made to City consultants, including but not limited to engineering, legal and planning, in the amounts actually billed to the City, according to the customary consulting rates in effect at that time. Such consulting services or costs shall reasonably and necessarily relate to the subject matter of the applications for payment as determined by the City.

b. The City shall reimburse itself from the Escrow Deposit for all costs and expenses incurred by the City in connection with the implementation and enforcement of this Agreement.

c. The City shall not be responsible for paying any interest on the money deposited under this Agreement.

d. If in the discretion of the City, there is deemed to be an inadequate balance in the deposit account to pay for all the fees and costs incurred by the City, the City will notify the Applicant and Owner of the need for additional deposits. The Applicant and/or Owner agree to make such additional deposit within ten (10) days of receipt of such notice. For purposes hereof, receipt shall be deemed made upon the depositing of the notice in the U. S. Mail, postage paid.

e. No application will be acted upon or processed by the City until all amounts due at the time of submission have been paid in full, or the City Finance Department determines that there are sufficient funds available from a prior deposit to pay all estimated City bills.

6. Positive Balances in Accounts. Any and all balance in the deposit account upon the happening of any of the following events shall be paid to the Applicant within (90) days of receipt by the City of a written request by the Applicant or Owner for payment: (1) completion of the development process; or (2) the application is withdrawn by the Applicant; or (3) the application is denied by the City for any reason.

7. Deposit Amounts. The amounts contemplated for each of the purposes described under the Agreement, which may be revised by the City from time to time, shall be as follows:

**See Exhibit "B" attached hereto.**

8. Accounting. If there has been activity in the account, the City will provide an accounting of all expenses charged against each account when requested by an Applicant or Owner, but in no event

more often than monthly. An accounting will be provided when a notice is made by the City for additional deposits.

9. Terms of Breach. In the event of breach of any terms of this Agreement by the Applicant or Owner, including, but not limited to the failure to make additional deposits when required by the City, the City may cease processing any application submitted by the Applicant or Owner or order the Applicant to cease any further development or progress under the terms of this Agreement or both. Applicant and Owner agree that the sixty (60) day period in which the City must respond to the application will be extended until such time as the breach is cured and that the City may withhold approval of any portion of the application or development until such time as the breach is cured. The Applicant and Owner indemnify and hold the City harmless from any liability, claim, action or suit by or any obligation to the Applicant and Owner arising from or in connection with the City exercising or enforcing the terms and conditions of this Agreement. The Applicant and Owner shall pay all costs and expenses, including reasonable attorney fees and suit costs, incurred by the City arising from or in connection with the City enforcing any terms and conditions of this Agreement.

10. Validity. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

11. Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Agreement shall run with the land herein described and shall be binding upon the heirs, successors, administrators and assigns of the parties referenced in this Agreement.

12. Amendments. The terms of this Agreement shall not be amended without the written consent of all parties hereto.

13. Meetings with staff / consultants. The first meeting by the applicant with the city staff and consultants shall be free of charge.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

APPLICANT:

OWNER:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WRIGHT )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public within and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed that same as his/her/their free act and deed.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WRIGHT )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public within and for said County, personally appeared \_\_\_\_\_, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

\_\_\_\_\_  
Notary Public

EXHIBIT A

| <b>CONSULTANT FEES (Hourly)</b>                  | <b>Current Fees</b> |
|--|---------------------|
| <b>Consulting Planners Review Fee</b>            | <b>\$155</b>        |
| <b>Consulting Engineer Review Fee</b>            | <b>\$175</b>        |
| <b>On-Site City Engineer Tech Inspection Fee</b> | <b>\$ 50</b>        |

EXHIBIT B

**ESCROW SCHEDULE**

| <b>APPLICATION</b>                              | <b>ESCROW AMOUNT</b>                                  |
|---|---|
| Preliminary Subdivision <sup>1</sup>            | Filing Fee \$125 Plus Planners/Eng Fees \$1500        |
| Preliminary Planned Unit Development            | Filing Fee \$310 Plus Planners/Eng Fees \$1500        |
| Annexation                                      | Filing Fee \$125 plus State and Township Fees         |
| Recording Fees Documents                        | \$46 Per Document<br>Plats as per County fee schedule |
| Final Planned Unit Development                  | Filing Fee \$125                                      |
| Final Subdivision Application                   | Filing Fee \$125                                      |
| Conditional Use Permit Residential              | Filing Fee \$150 Planners Fees \$150                  |
| Conditional Use Permit Commercial               | Filing Fee \$150 Planners Fees \$1500                 |
| Rezoning (when site plan is involved)           | Filing Fee \$150 Planners Fees \$150                  |
| Interim Use Permit (when site plan is involved) | Filing Fee \$150 Planners Fees \$1500                 |
| Final Plat                                      | Filing Fee \$150 Planners/Eng Fees \$500              |
| Minor Subdivision                               | Filing Fee \$ 75                                      |
| Feasibility Study <sup>1</sup>                  | Escrow \$5,000  |
| Variance – Minor                                | Filing Fee \$25                                       |
| Variance – Major                                | Filing Fee \$150 Planners Fees \$500                  |
| Street Vacation                                 | Filing Fee \$110                                      |
| All Documents County Recording Fees             | \$46 Per Document                                     |

<sup>1</sup> These are escrow deposits with minimums/maximums; they are not intended to be actual charges.

**For Office Use Only**

\_\_\_\_\_  
Receipt Date

\_\_\_\_\_  
Receipt Number

\_\_\_\_\_  
Amount

\_\_\_\_\_  
Code