

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 6/22/2015

Re: Employee Benefits

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Council has discussed and been presented to, at two meetings, regarding health insurance and employee benefits. I have not asked Bob Deters or Fritz Hoeschen to attend this meeting, since no one has requested they attend. The information has been laid out on what the options are for council to choose; now it is just deciding which idea to go with and figuring out the details. Bob and Fritz have both stated you can ask them any remaining questions that you may have prior to the meeting.

I sent Holdingford and email asking for them to explain in detail how their health insurance works. I'm hoping to have this information ready by the meeting.

# Memo

From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 6/23/2015

Re: Franklin Properties-Billboard

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Here's some background about the billboard topic that has progressed since the special meeting. The day after the special meeting Steve Anderson of Franklin Properties contacted me asking where this topic was at. Instead of me trying to re-explain everything from the meeting, I sent him an audio recording so he could hear everything from Scott and the council himself. After reviewing the audio recording Steve contacted me and thought that Franklin should not need a CUP but instead should be fine with just a building permit. Scott did some looking and below is what he had emailed me regarding the matter. Scott will be at the meeting to help the Council with this matter and to answer any questions.

Scott:

"I went through some court cases concerning non-conforming uses and CUP's. Here's what I determined:

1. Franklin is acknowledging that the Y2K sign is a non-conforming use under Freeport's zoning ordinance. The non-conformity is not because off-premises signs are not permitted in the Industrial District along I-94. The non-conformity is based on the size of the sign. We don't know exactly how big the existing sign is, but the current sign face is bigger than the sign face proposed in the CUP application, which is bigger than the permitted 600 square feet. We also don't know if the current sign is too tall. The permitted height is 30 feet, the sign proposed in the CUP would be 35-40 feet tall, which is taller than the current sign.
2. Based on the court cases I found, Franklin would not need a CUP if the replacement sign was no taller than the current sign and the sign face was no larger. All Franklin would need is a building permit. If Franklin decides it can live with the current sign height, it can pull a building permit for a new sign with a 672 square foot face on a single post. Before issuing the building permit, we would want to require Franklin to disclose the height and size of its current sign, so that we could determine that the new sign is not an expansion of the non-conforming use.
3. Franklin wants to construct a sign that is taller than the current sign. The proposed sign does not meet Freeport's zoning ordinance requirements for a CUP, which limits sign height to 30 feet. If Franklin wants to go higher than its current sign, which I'm assuming - without knowing is taller than 30 feet, it needs to apply for a variance from the height restriction.
4. In Minnesota, there are a limited number of ways to eliminate a non-conforming use:
  - a. Abandonment of the non-conforming use for one year,
  - b. Destruction of the use greater than 50% of its estimated market value as determined by the County Assessor, plus failure to obtain a permit for re-construction within 180 days,

- c. Condemnation of the use by the City, or
- d. Voluntarily waiver of the right to continue the non-conforming use.

If the Council were to approve either a CUP or a variance for Franklin, one of the conditions needs to be that Franklin waives its non-conforming use rights in the Y2K parcel.

The Council does not have to approve Franklin's CUP application. The request asks for a new sign that would be taller than allowed by the zoning ordinance and have a sign face larger than allowed by the zoning ordinance.

Franklin acknowledges that its existing billboard on the Y2K lot is a non-conforming use. It is non-conforming in that the sign face is too large. We do not know if the existing sign exceeds the height limit of 30 feet.

Under MN law, Franklin is allowed to maintain, repair, and replace its non-conforming sign. Franklin may repair the existing sign or replace the existing sign. The only limitation is that Franklin may not expand the non-conformity. If Franklin replaces the existing sign with a new sign that has the same or smaller sign face, and is the same height or shorter, than the existing sign, then all Franklin needs is a building permit.

In its CUP application, Franklin shows a smaller sign face, but a taller sign. Franklin suggested reducing the height of the new sign to 30 feet. That may or may not be permitted as a replacement of the existing non-conforming sign. If the existing sign is 30 feet tall or taller, then Franklin only needs a building permit. If the existing sign is less than 30 feet tall, then the new sign can be no taller than the existing sign under a building permit. To go taller, Franklin needs either a CUP or a variance.

To resolve this issue, Franklin needs to disclose the height of its current sign and the size of the current sign face."



## CITY OF FREEPORT

125 Main Street E – PO Box 301 – Freeport, MN 56331 – 320-836-2112 – FAX 320-836-2116

For TTY/TDD Users 1-800-627-3529 or 711 Minnesota Relay Service [www.freeportmn.org](http://www.freeportmn.org)

### CONDITIONAL USE PERMIT

OFFICE USE ONLY			
Date Submitted <u>5/7/2015</u>	Date Completed	Date of Public Hearing <u>5/26/2015</u>	Publication date
City Council Action (circle one) APPROVAL                      DENIAL		Date of Action <u>5/26/2015</u>	File with County Recorder:
Fee \$ <u>150.00</u>	Paid	Receipt #	Date

*I/We, the undersigned, as owners of the property described hereby appeal to the City Council of Freeport, to grant a Conditional Use Permit. Applicants have the responsibility of checking all applicable ordinances and complying with all ordinance requirements.*

Name: Franklin Properties LLC Phone: 320-558-3000

Address: 20092 Edison Circle East, PO Box 188 Clearwater, MN 55320

1. Legal description of land affected by the application: Lot 4, Y2K Addition lot 004 Block 001 of Y2K
2. Present zoning of above described property: Industrial Quadrant
3. Purpose of Conditional Use Permit: Repair, replace and improve the existing billboard
4. Is the proposed use compatible with land use(s) of the area? Please explain. Yes billboards are permitted in the Industrial zoned property
5. Will the proposed use depreciate the area in which it is proposed? Please explain. NO  
The new sign will be an overall improvement for the surrounding area. The aesthetics will improve.  
New structure will upgrade safety and OSHA requirements. A  
single steel pole will replace 10 old wooden poles creating a cleaner appearance
6. Can the proposed use be accommodated by existing City services (utility/facility capacity)? Please Explain. Yes, only electricity and possibly internet service would be needed

7. Are local streets capable of handling traffic which is generated by the proposed use? Please Explain.

Not applicable, there will be no additional traffic generated with this proposal

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8. Attach a written statement describing in detail the proposed use.

9. Attach additional information required by City

*By signing this application form, I agree that all fees and expenses incurred by the City for the processing of this application, including costs for professional services, are the responsibility of the applicant and property owner to be paid immediately upon receipt or the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. All fees and expenses are due whether the application is approved or denied.*

*I, the undersigned hereby apply for the considerations described above and declare that the information and materials in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.*

*I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such a time as it is determined to be completed. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of an incomplete or other information necessary to complete the application. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.*

Application Signature *Mark J. Anderson*

Date 5-6-15

Owner Signature *Daniel Faulkner*

Date 5/7/15



20092 Edison Circle East Clearwater, MN 55320  
320.558.3000 • 800.221.4144 • fax 320.558.3004  
"Outdoor Advertising **SELLS** for you all day, every day."

May 5, 2015

Adrianna Hennen  
City of Freeport  
125 East Main Street  
Freeport, MN 56331

RE: Billboard

Dear Ms Hennen,

This letter shall serve as notice of our request to rebuild and repair our existing billboard on a parcel (Lot 4, Y2K Addition) owned by Franklin Properties LLC. The existing wooden pole 12'x60' billboard has suffered damage by recent high winds. The proposed new sign shall be a steel, single pole 14'x48' up to 40' in height. Enclosed are photos and engineered drawing of the proposed structure. The upgrade in quality and addition of catwalks will improve the safety of the sign, increase the visibility below the sign and be an overall improvement to the property and surrounding area. Also enclosed are a Building Permit Application, a Conditional Use Permit Application, and a previously approved variance and resolution. It is our intent to begin this project immediately upon your approval.

If you have any questions or need further information please contact me at 320-558-3000. Thank you for your time and anticipated cooperation.

Respectfully,

A handwritten signature in black ink that reads "Steven L. Anderson". The signature is written in a cursive, flowing style.

Steven L. Anderson

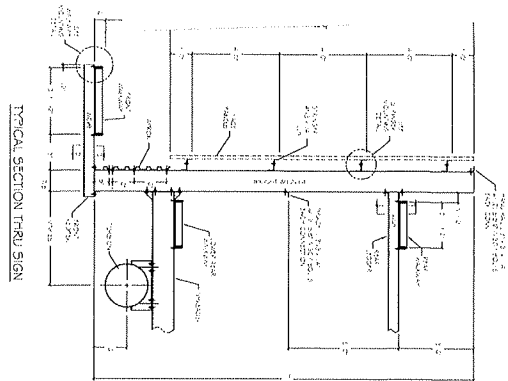




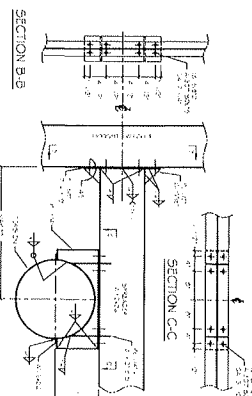
Proposed

Existing

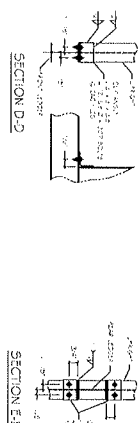




TYPICAL SECTION THRU SIGN

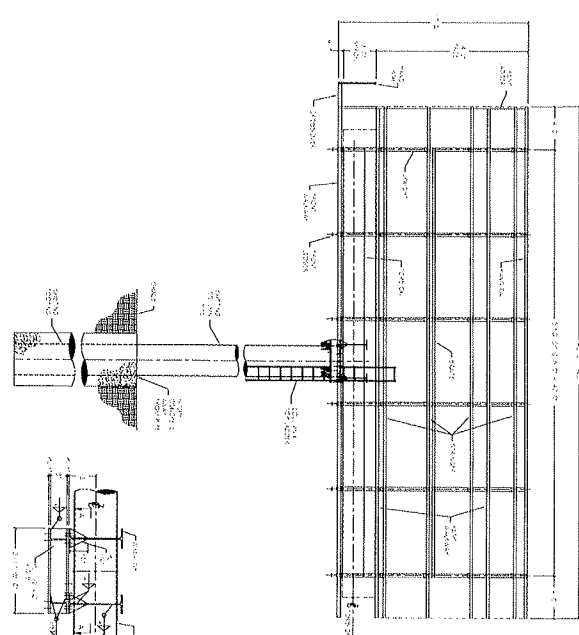


UPRIGHT SPREADER-TORSION CONN.

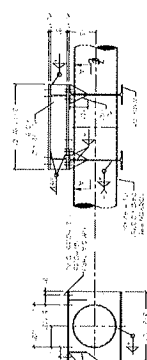


SECTION D-D

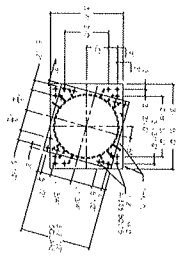
SECTION E-E



ELEVATION



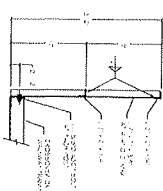
TORSION ADAPTOR CONNECTION DETAIL



SECTION A-A



STRINGER MOUNTING DETAIL



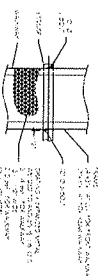
TYPICAL HAND RAIL CONNECTION



SAFETY CABLE MOUNTING



SAFETY CABLE TENSION



TYPICAL WALKWAY DETAIL



WALKWAY MOUNTING DETAIL

NOTES AND SPECIFICATIONS

1. ALL DIMENSIONS ARE IN INCHES AND DECIMALS THEREOF. DIMENSIONS IN PARENTHESES ARE IN MILLIMETERS. DIMENSIONS IN PARENTHESES ARE TO BE USED ONLY WHEN THE DIMENSION IS NOT SPECIFIED IN INCHES OR MILLIMETERS.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

3. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE SIGN POST UNLESS OTHERWISE SPECIFIED.

4. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE SIGN POST UNLESS OTHERWISE SPECIFIED.

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10. ALL DIMENSIONS ARE TO BE TAKEN FROM THE CENTERLINE OF THE SIGN POST UNLESS OTHERWISE SPECIFIED.



# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 6/22/2015

Re: Fences

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There was a little confusion on my end on how public notices are supposed to be posted in the newspaper (still a learning process for me), but Scott Dymoke was able to better help me understand for the future so we hopefully won't run into this again. At the June 30<sup>th</sup> meeting Council is still able to take public comment regarding the proposed ordinance (attached after this page) and discuss the proposal. Unfortunately council cannot take the final step of adopting the ordinance at the June 30<sup>th</sup> meeting. If Council decides to move forward with an amendment, then Council will have to call for another hearing on July 28<sup>th</sup>.

Mayor Atkinson stated last week he wanted to discuss the fence topic in greater lengths anyways, so this may have worked out favorably.

Again, I apologize for the mix up on my end. Luckily, no one is asking for a fence at this time and waiting on a decision.



## **CITY OF FREEPORT**

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### **ORDINANCE 2015-002**

#### **AN ORDINANCE REPEALING AND REPLACING SECTION 500.45 OF CHAPTER V OF THE CITY CODE RELATING TO FENCING, SCREENING, AND LANDSCAPING**

The City Council of the City of Freeport, Minnesota hereby ordains as follows:

##### **Section I**

Section 500.45, Subd. 1, Part 5, Letter b. of Chapter V of the City Code is hereby repealed and replaced as follows:

~~b. Unless otherwise defined in this Section, fences shall be located no closer than two (2) feet from any side or rear yard lot line on the property of the person constructing or causing the construction of the fence. The two foot setback is required to allow the owner of the fence sufficient access to maintain both sides of the fence, to include the control of grass and weeds along the fence line.~~

b. Unless otherwise defined in this Section, fences may be located up to any side or rear lot line on the property of the person constructing or causing the construction of the fence. The property owner who is requesting construction of the fence must locate and expose to view the property pins, or, if not possible, obtain a survey of the property, locate and set the property pins before the construction of the fence.

##### **Section II**

Effective Date. This Ordinance is effective upon its adoption and publication as prescribed by law.

Adopted by the city of Freeport on the 30<sup>th</sup> day of June, 2015

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Rodney Atkinson, Mayor

ATTEST:

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Adrianna Hennen, Clerk-Treasurer

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 6/22/15

Re: Digital Speed Limit Signs

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Here is the response I received from Stearns County when I asked them if they would be willing to help fund our digital speed limit signs for the four directions into town.

“Adrianna, in the past the county was given a federal safety grant to install dynamic speed display signs in certain school zones that were located in speed zone transition areas. These are the only signs of this type that we have ever been the lead agency on. Other entities have installed them but we have only given them permission to do so, we haven’t financially participated. We provide the standard signing unless we are responding to a very specific safety problem with a proven safety strategy. The city of Rockville had some installed in the Grand Lake area along our CSAH 8 because of concerns similar to those of your council. I believe they were able to do so with donations from area property owners. We required them to get a right of way permit (fee waived) so that we have a record for the future of who is responsible for repairs and maintenance.”

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 6/23/2015

Re: Audit Report

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Jon and Ryan from Schlenner & Wenner Co. will be here to present to you the audit they completed in April. I have attached the preliminary reports, they are a little lengthy but look them over and be ready to ask any questions that you might have for Jon and Ryan at the meeting.

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 6/22/15

Re: 207 2<sup>nd</sup> St NE Small Cities Development Loan Payment

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Alice Fuechtmann has sold her home to her son, Eugene. Judy Buening called last week inquiring about the SCDP loan payment. She recalled in 2006 that it was stated during a meeting that if Alice were to sell her home to a family member that the council would consider waiving the rest of the loan payment.

I was not able to find this statement in any of the minutes. Although, I was able to find the resolution on accepting this program and in the resolution it states that the council does have the authority to look at each case individually and consider waiving the loan payment.

I have attached the resolution and Alice Fuechtmann's repayment agreement from 2007. I checked with Tri-Cap and \$3,451.20 is what is currently still owed on the loan.

15  
46.00  
5-2-07

MORTGAGE REGISTRATION TAX: *Exempt*

*Randy R. Schreder*

STEARNS COUNTY AUDITOR

*Brenda Stanger*

DEPUTY AUDITOR

OFFICE OF COUNTY RECORDER  
STEARNS COUNTY, MINNESOTA

Document # 1226214

Certified, Filed, and/or Recorded on

05-02-2007 at 03:54 PM

DIANE GRUNDHOEFER  
STEARNS COUNTY RECORDER



### CITY OF FREEPORT SMALL CITIES DEVELOPMENT PROGRAM REPAYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of January, 2007, by and between Alice Fuechmann, a single person, (hereinafter referred to as "owner"), and the City of Freeport having its principal office at 125 Main St E, P O Box 301, Freeport MN 56331, (hereinafter referred to as the "City").

Whereas, the City agreed to grant to the owner, a rehabilitation deferred payment loan (hereinafter referred as "deferred loan," relating to the real estate hereinafter described, in the amount of Seventeen thousand Two hundred Fifty-six and no/100 dollars (\$17,256.00), but only on condition that owner executes this agreement.

Now therefore, in consideration of the said deferred loan, the parties do hereby agree as follows:

1. Owner covenants and agrees with the city that if the real estate hereinafter described is sold, transferred or otherwise conveyed, voluntarily or involuntarily, either while the owner is living or by reason of the death of the owner:
  - a. within a period of one (1) year after the date of the deferred loan to wit: the owner shall repay to the City a sum equal to the full amount of the deferred loan as set forth above;
  - b. That if Owner sells, transfers or otherwise conveys the real estate hereinafter described, the amount shall be decreased by 10% per year for 10 years and shall be completely forgiven at that point.

Any such repayment shall be made to the City no later than the 30th day following such sale, transfer or other conveyance, or on such later date or dates as the City, in its sole discretion, may designate.

2. As security for owner's obligation of repayment, and subject to the terms and conditions of this agreement, the owner hereby grants and the City shall and hereby does have, a lien on the real estate hereinafter described as the full amount necessary to satisfy said repayment obligation and the cost including reasonable attorneys' fees, of collecting the same. The real estate subject



to the said lien is situated in the City of Freeport, Stearns County, Minnesota, and is legally described as: **Commencing at a point on the North line of Second Avenue Fifty feet East of the intersection of the North line of Second Avenue and the East line of Anna Street, thence Northerly parallel with Anna Street 145 feet, thence Easterly parallel with Second Avenue Seventy feet, thence Southerly parallel with Anna Street 145 feet to the North line of Second Avenue, thence Westerly along said North line Seventy feet to the place of beginning according to the Plat of Auditor's Subdivision Number 5 in the Village of Freeport, being Lot 40 of said Auditor's Subdivision No.5 and a part of Lot 36 thereof 20 feet in width East and West adjoining said Lot 40 on the East, together with a driveway 12 feet in width running West from Lot 40 to Anna Street along the Northerly side of lot 41.**

3. Promptly after the date of any sale, transfer or other conveyance of the above-described real estate (or, in the event of a sale by contract or deed at least ten (10) days prior to such date of sale), owner or his/her heirs, executors, or representatives, shall give the City notice thereof.
4. In the event owner or his/her heirs, executors or representatives shall fail or refuse to make a required repayment within said limited period, the City may, with or without notice of the owner, foreclose the said lien in the same manner as an action for the foreclosure of mortgages upon said real estate, as by statute provided.
5. Said lien shall terminate and shall be of no further force or effect in the event the city has not, on or before January 8, 2017, commenced an action in the aforesaid manner to foreclose the same.
6. This agreement shall run with the aforesaid real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors, and assigns.
7. If this agreement is executed by a contract for deed vendor or a mortgagee of the property, as one of the owners, such execution shall be deemed for the purpose of establishing and continuing the existence of the indebtedness described herein and the lien granted herein. However, in the event of default of the terms hereof, neither the City of Freeport nor its assigns shall take any action against such contract for deed vendor except such as may be necessary in order to subject to the satisfaction of said indebtedness the property described herein.

In testimony whereof, the parties have executed this agreement as of the day and year first written above.

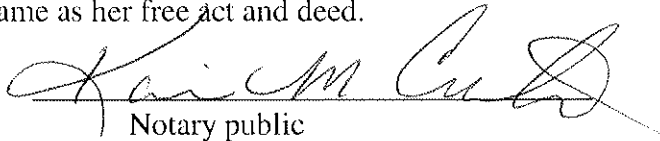
Owner

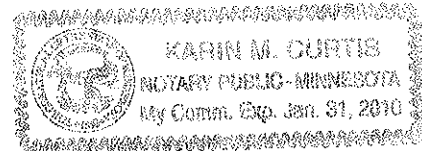


Alice Fuechtmann

State of Minnesota     )  
  )  
County of Stearns     )

On this 8<sup>th</sup> day of January, 2007, before me, a notary public within and for the said county, personally appeared Alice Fuechtmann, a single person, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that she executed the same as her free act and deed.

  
Notary public



State of Minnesota     )  
  )  
County of Stearns     )

On this \_\_\_\_ day of \_\_\_\_, 2000, before me, a notary public within and for the said county, personally appeared \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that \_\_\_he executed the same as \_\_\_ free act and deed.

\_\_\_\_\_  
Notary public

Tax statements for the real property described in this instrument should be sent to:

THIS INSTRUMENT WAS DRAFTED BY  
Tri-County Action Program, Inc.  
P O Box 683  
Waite Park, MN 56387-0683

**RETURN TO:**  
**Tri-County Action Program, Inc. ✓**  
**P O Box 683**  
**Waite Park, MN 56387-0683**

This instrument is exempt from registration tax under Section 287.06 of Minnesota Statutes.

**RESOLUTION 2006-034**  
**Replaces Res. 2006-019**  
**The City of Freeport**  
**Small Cities Development Program**  
**Residential Owner-occupied Housing Rehabilitation Program**  
**Procedural Guidelines**

**I. Program Objectives**

- A. FEDERAL OBJECTIVE (OWNER-OCCUPIED):** To provide financial assistance to low to moderate income individuals who are residing in substandard housing.
- B. SECONDARY IMPACTS:** Secondary impact is to encourage the improvement of the general appearance and value of the housing stock while making a visible and substantial improvement upon the quality of life and appearance of the community.

**II. Program Administration**

- A. General Administrator:** The City of Freeport is contracting with Short Elliott Hendrickson Inc.; SEH is responsible for all phases of the administration of the Small Cities Development Comprehensive Program. SEH will be responsible for all financial and progress reports to the Department of Employment and Economic Development (DEED). SEH will have principle responsibility for completion of the Environmental Assessment, development/submission of all required policies and procedures prior to commencement of program delivery.
- B. Field Administrator:** The City of Freeport is contracting with Tri-County Community Action Program (Tri-CAP) for housing rehabilitation field administration services. TRI-CAP is responsible for program delivery including: marketing, determining household eligibility, application completion and approval, packaging of project financing, housing inspections and suitability of housing rehabilitation, work write-ups, contract awards, interim inspections, change orders, final inspections, recommendation of payments to contractors and project close-outs. TRI-CAP will provide the City of Freeport and SEH with regular financial and progress reports.
- C. Federal Compliance:** The City, SEH, and TRI-CAP will share in the responsibility to comply with Federal regulations regarding the administration and implementation of this Small Cities Development project.

**III. Household Eligibility**

- A. Income Eligibility:** In administering the SCDP, the City of Freeport and TRI-CAP will ensure that the required Federal Objective of benefit to low and moderate income persons will be fulfilled. The housing rehabilitation program is designed to be of 100 percent benefit to households of low to moderate incomes. This will be achieved by following the gross income limits as set by the Department of Housing and Urban Development for the Section 8 Existing Housing Program. The income limits as adjusted for family size are listed on the following page. These limits shall be adjusted periodically upon HUD notification of

income revisions.

Household Size	Household Income
1	\$34,600
2	\$39,550
3	\$44,500
4	\$49,450
5	\$53,400
6	\$57,350
7	\$61,300
8	\$65,250

**B. Gross Annual Income:** Income for the purposes of this rehabilitation program shall be defined as gross annual income including salary, commissions, bonuses, interest dividends, tips, capital gains or sales of securities, annuities, pensions, rental property income (adjusted as allowed by the IRS), partnerships, estate or trust income, child support, alimony, social security, aid to families with dependent children, and miscellaneous income. Gross annual income from self-employment shall be deemed to be the net profit from said self-employment, as declared by the applicant in Schedule C, F or E, Part III, as appropriate, of the United States Internal Revenue Service for 1040, or any other such schedule as may be hereafter promulgated, but including all depreciation as income.

**C. Excluded Income:** Temporary, non-recurring or sporadic income shall not be considered as part of a household's annual income. That income will be as defined below:

1. One-time or sporadic gifts.
2. Income from children under 18 years of age
3. Payments for foster children.
4. Medical expense reimbursements.
5. Educational scholarships used for tuition, fees, or books.
6. Insurance lump sum payments or judgments for health, accident, worker's compensation and personal or property losses. Any interest income derived from such sources will be viewed as annual income.
7. Hazard duty pay to a household member in the Armed Forces.
8. Reimbursements for expenses.

**E. Income Verification:** All income shall be verified in writing by a third party. The following verification examples listed below are considered acceptable.

1. An income verification sheet which assigned by a third party as to the source of income;
2. The previous two (2) year's tax returns shall be issued for those applicants who are self-employed or having variable incomes;
3. Signed third party verifications from banks, savings and loans, insurance companies,