



**City of Gardena
Affordable Housing Guidelines
For Owner Occupied Units at Moneta Pointe**

April 2023

**City of Gardena
1700 West 162nd Street
Gardena, CA 90247**

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I. OVERVIEW

These affordable housing guidelines (“Guidelines”) are specific to owner occupied affordable housing units developed by MelaiBai, a Delaware Limited Liability Company within the development commonly referred to as Moneta Pointe within the City of Gardena (“City”). This program is designed to assist Low Income Households purchase a home at an affordable price. The price the Participant pays for the home is below the fair market value of the property. The difference between the fair market value of the home at time of original purchase and the actual price paid by the original Participant is structured as a secondary loan documented in a promissory note executed by the Participant and payable to the City upon the first sale of the home subsequent to the affordability period of up to 30 years.

These Guidelines are intended to augment the Agreement for the Provision of Affordable Housing and Unit Regulatory Agreement (collectively, the “Agreements”) entered into by and between the City and a Developer of a housing development. Should there be a conflict between the Agreements and these Guidelines, the terms and conditions of the Agreements shall supersede these Guidelines.

II. DEFINITIONS

“**Affordable Housing Cost**” has the meaning provided in Section IV below.

“**City Manager**” includes the City Manager’s designee.

“**Developer**” means the developer of a residential development that includes a Program Unit.

“**Gross Household Income**” means income as defined in California Code of Regulations Title 25 Housing and Community Development, Section 6914 of all (i) members of the Household over the age of eighteen (18), and (ii) persons who will hold title to a Program Unit.

“**Household**” means all persons who will occupy each Program Unit whether it be a single family, one person living alone, or any other group of related or unrelated persons who share living arrangements.

“**Low Income Household**” means a Household earning between 50% to 80% of area median income adjusted for family size.

“Participant” means the purchaser / owner of a Program Unit.

“Participant Loan” means the first trust deed loan a Participant utilizes to finance the purchase a Program Unit.

“Preferred Buyer” means residents of the City and/or individuals who work in the City.

“Program Unit” means the housing unit(s) developed as part of a residential development that are to be sold by a Developer at Affordable Housing Cost and covenanted as affordable housing units.

“Maximum Sales Price of Program Units” means the sales price determined by Affordable Housing Cost for Low Income Households.

“Term” means the term of the restrictive covenants that shall commence upon the recordation of this Agreement and shall remain in effect until the earlier of (i) the date that is thirty (30) years after the date that the Developer conveys the Program Unit to the Participant, or (ii) that date a Participant sells the Program Unit to other than a Low Income Household at an Affordable Housing Cost pursuant to Section VII(C) below.

III. BUYER ELIGIBILITY

A. Household Income

The Participant Household’s gross annual income must be that of a Low Income Household earning between 50% to 80% of area median income adjusted for family size.

B. Household Size

The bedroom size (number of bedrooms) in a home for which a Participant qualifies is dependent on the number of members in the household. Participants must meet the following occupancy standards (pursuant to California Health and Safety Code Section 50052.5(h)):

- i. Studio Unit: One person
- ii. One-bedroom unit: Two people
- iii. Two-bedroom unit: Three people
- iv. Three-bedroom unit: Four people

For the purpose of determining Household size, any person claimed as a Household member must have lived with the borrower for a minimum of one year prior to the purchase and must provide evidence they will live in the subject property. In addition, any non-borrowing person listed as having no income on the application, must be a dependent on the applicant's tax return for the previous year to be considered a household member.

C. Other

Co-borrowers or co-signers who will not occupy the Program Unit as their primary residence are not permitted. A non-borrowing spouse is considered a co-borrower even if they will not be on the loan for the Participant Loan. Student dependents who live in another city / county at or near their college will not be counted as a household member. Business associates and/or individuals related to employees, officers, and/or owners of Developer are not eligible buyers.

IV. AFFORDABLE HOUSING COST

The Affordable Housing Cost shall have the meaning ascribed to it in California Health & Safety Code § 50052.5 and the implementing regulations set forth in California Code of Regulations, Title 25, Section 6920. The Affordable Housing Cost shall be calculated with the following assumptions (as applicable):

- i. Benchmark down payment amounts will be used in the Affordable Housing Cost calculations. The benchmark down payments will be set at 5% of the affordable sales prices for the Program Units
- ii. The actual Home Owner Association ("HOA") fees shall be used as the basis for maintenance and insurance costs
- iii. The utility expenses, inclusive of gas, electricity, water, sewer and trash expenses, should be set based on the allowances for new units published by the Housing Authority of the County of Los Angeles (or its successor, please see Exhibit "A" for utility allowances effective July 1, 2022)
- iv. The property taxes shall be based on the affordable sale price as that should be the actual tax valuation that will be applied to the units
- v. The interest rate shall be based on the lesser of: (a) the FNMA fixed interest rate 30 year fully amortizing mortgage for the quarter immediately preceding the unit's sale or (b) the actual rate of the Participant's financing. A 50-basis point premium will be added for mortgage insurance.
- vi. Low Income sale prices shall be calculated at 30% of 70% of the median income for the household size appropriate for the unit as defined by Health & Safety Code § 50052.5.

For a Participant whose Gross Household Income exceeds 70% of the area median income adjusted for family size, the Affordable Housing Cost shall be equal to 30% of the Participant's Gross Household Income.

V. AFFORDABLE HOUSING FINANCING

A. First Trust Deed Loan

The Participant Loan must be a 30-year, fixed interest rate loan. Conventional, FHA and VA financing are acceptable. First trust deed lenders are required to collect and manage an impound account for payment of taxes, assessments and property insurance for the term of the first mortgage.

B. Subordination to Financing

City agrees to and shall subordinate any Participant's covenants and restrictions set forth in the Agreements to the lien of any deed or deeds of trust securing a purchase money loan or loans used by such Participant to purchase the Program Unit and to the lien of any deed or deeds of trust securing any refinancing obtained by a Participant that encumbers the Property provided that the refinancing loan does not exceed the principal balance of the purchase money loan being refinanced plus closing costs and loan costs payable by the Participant. However, the City Manager shall have the authority to approve, in writing, a refinancing that exceeds such limited amount by up to \$25,000 (the "Cash Out Amount") provided that (i) the interest rate for the refinancing loan is materially lower than the interest rate of the loan being refinanced, (ii) the Participant provides satisfactory evidence to the City Manager that the additional Cash Out Amount is needed to remedy a specific and significant current or identifiable future adverse financial condition of the Participant and the Participant agrees that the proceeds of such over-financing shall be added to the "net proceeds" in the event Participant sells the Program Unit in accordance with Section VII(C) of these Guidelines.

In order to process a request for City Manager approval of subordination, the Participant or its prospective purchaser, as applicable, shall deliver the following information to the City Manager at least fifteen calendar (15) days prior to the anticipated closing of the Participant Loan: (i) the name and address of the lender, including the name and contact information of the lender's representative who will provide and/or sign the subordination agreement on behalf of the lender; (ii) a summary of the terms of the Participant Loan, including principal, interest rate, term, payment schedule, and loan fees; (iii) the anticipated closing date of the Participant Loan; (iv) a copy of the proposed loan documents and any or other agreements between the Participant and the proposed lender; and (v) if the Participant Loan exceeds the Cash Out amount and requires City

Manager approval under either clause (i) or (ii) thereof, an explanation of the facts that support City subordination as set forth therein.

The form of the subordination agreement used to effect any such subordination shall be prepared by the holder or prospective holder of the deed(s) of trust, shall be reasonably satisfactory to City's counsel and the City Manager as to form, and shall provide to City (i) a right to cure a default on the Participant Loan within the time period for curing such a default that is available to the Participant thereunder, (ii) an agreement that if prior to the foreclosure of the Participant Loan by the holder thereof City takes title to the Program Unit and cures the default on the Participant Loan the holder thereof will not exercise any right it may have to accelerate the loan by reason of the transfer of title to City, (iii) a right to negotiate with the holder of the Participant Loan after City's receipt of a notice of default therefrom (provided that such right shall not limit the discretion of said holder or require the holder to delay any foreclosure or related proceedings with regard to its loan), and (iv) a right to purchase the Program Unit from the Participant at any time after a default on the Participant Loan and prior to completion of any foreclosure proceeding or the Participant's conveyance of a deed in lieu of foreclosure, whichever first occurs. City hereby finds that an economically feasible alternative method of financing, refinancing, or assisting the Program Unit on substantially comparable terms and conditions as is provided for in this Agreement, but without subordination, is not reasonably available, and City further finds that if the written commitments referred to herein are incorporated into the subordination agreement City's investment in the event of default will be adequately protected.

VI. IDENTIFICATION OF BUYERS FOR FIRST SALE

A. Identification of Potential Participants

Developer(s) will commence marketing of Program Units six months prior to the projected completion of construction of Program Units. Initially, advertising for the sale of the Program Units will focus on Preferred Buyers; advertising on City of Gardena operated bulletin boards at City Hall and on the City website and through the publications of the local community groups. In addition, site signage will include information regarding the sale of the Program Units. Contact and application information will be included in the Program Unit advertisements. Advertising materials and notices shall clearly identify the initial deadline to apply, which shall be a minimum of 60 days after the commencement of marketing / advertising. If necessary, following the initial minimum advertising period, Developer may advertise the availability of the Program Units on a wider basis.

Developer shall require Households interested in acquiring Program Units to fill out applications to demonstrate they meet the low income requirements, understand the resale restrictions and have the down payment necessary for purchase. Application packets will be made available online by the Developer and provided to the City of Gardena for distribution in the Community Development Department.

Households will be verified for eligibility using the Income Verification Form attached as Exhibit "B".

Once an applicant has submitted a complete application and Income Verification Form and has been determined by Developer to be qualified as a Low Income Household, Developer will forward the file to City Manager for approval. The Developer shall complete and submit the Affidavit of Non-Collusion attached as Exhibit "C" concurrently with the submission of the file(s) to the City Manager.

Applications received during the initial advertising period from Preferred Buyers will be given preference over non-Preferred Buyers to the extent legally possible. If the Program Units are over-subscribed after the initial minimum 60-day advertising period, buyers of the Program Units shall be selected by lottery at City Hall as further described below.

Applications received after the initial advertising period will be considered based on completeness and timeliness of their applications without regard to whether they are Preferred or non-Preferred Applicants subsequent to the prospective Participants on the interest list as described below, if any.

B. Lottery Process.

All lottery participants shall be notified in writing of the date, time, and specific location of the lottery at least 10 calendar days in advance of the lottery. Notification shall be deemed to have been provided three business days after such notices are mailed. Prospective buyers shall be permitted, though not required to attend the lottery in person. City Staff shall conduct a random lottery for each group of Program Units with the same bedroom count to establish the order of an interest list, first for the Preferred Buyers, and then subsequently for the non-Preferred Buyers. All prospective buyers shall be assigned an order on the interest list. The City Clerk or the Clerk's designee shall attend the lottery and attest to the proceedings.

The City will review and as applicable approve applications from Households that it determines qualify as Low Income Households based on their order on the interest list. City shall notify Developer and prospective buyer of its approval or disapproval in writing

within 10 business days from receipt of a complete application and Income Verification Form if Program Units are not oversubscribed, or within 10 business days of the lottery of Program Units are oversubscribed. Failure of the City to approve or disapprove within that period shall be deemed an approval. To the extent a prospective buyer is not approved, the City shall have the right to request and consider additional information from the prospective buyer, or at the City's sole discretion, elect to move the next prospective buyer on the interest list. To the extent an approved prospective buyer fails to close escrow on the Program Unit, the City shall consider the next prospective buyer on the interest list.

VII. SALE AND RESALE RESTRICTIONS

A. Initial Sale

The Developer shall sell a Program Unit to a Low Income Household at an Affordable Housing Cost. In addition, Developer shall give preference in any such sale to households on any list(s) of eligible households that City may from time to time provide to Developer and Developer shall fully cooperate with City in connection therewith; provided, however, that Developer shall not be required to provide such a preference if doing so would violate any applicable provision of federal, state, or local law.

B. Resale to a Low Income Household

During the Term, the Participant may sell the Program Unit to a Low Income Household at an Affordable Housing Cost. The Participant shall give preference in any such sale to households on any list(s) of eligible households and/or affordable housing providers that City may from time to time provide to Participant and Participant shall fully cooperate with City in connection therewith; provided, however, that Participant shall not be required to provide such a preference if doing so would violate any applicable provision of federal, state, or local law. Upon such a sale, the selling Participant may retain the sales proceeds, and the new Participant shall become subject to the restrictions of the Agreements pertaining to a Participant.

C. Resale to an Above Low Income Household / without Income Restrictions

Subsequent to the 30 year Term, or notwithstanding Section VII(B) above, if the Participant delivers reasonable evidence to the City Manager of City that the Participant has used diligent and reasonable efforts to sell the Program Unit to a Low Income Household for a period of one hundred and eighty (180) days but no prospective buyer has offered to enter into a purchase and sale agreement during such period (and the Participant has attempted to sell to eligible households on any list maintained by the City as described in Section VII(B) above, if applicable) then the Program Unit may be

sold to an above Low Income Household at a price higher than the price that would result in an Affordable Housing Cost for a Low Income Household provided that the Participant who is selling the Property pays to the City (through the escrow for the sale) one hundred percent (100%) of the amount by which the net sales price being paid for the Property ("net" meaning net of reasonable closing costs payable by the seller) exceeds the Affordable Housing Cost; however, said percentage shall be reduced by five percent (5%) for each full calendar year that any selling Participant resided in the Property as his/her principal residence without any violation of the Agreements, but in no event shall the reduction reduce such percentage to less than fifty percent (50%) (i.e., if the selling Participant so resided for ten (10) full calendar years or more, the percentage would be reduced to 50%). In the event the Participant sells the Program Unit to a buyer who is not a Low Income Household at a price higher than Affordable Housing Cost in accordance with this Section VII(C), City shall cooperate with the Participant in executing (in recordable form) such document or documents as may be required to terminate this Agreements.

D. Property Condition

Upon opening escrow for the initial sale contemplated in Section VII(A), or resale to a Low Income Household contemplated in Section VII(B) above, the eligible buyer will be required to have a full home inspection, and a Housing Quality Standards (HQS) assessment (based on US Department of Housing and Urban Development HQS Form) done on the Program Unit. The inspections must be completed by a qualified inspector.

Any work that needs to be completed is the seller's responsibility and is non-negotiable. The property is to be left in a "move-in" ready condition. All required repairs are to be made prior to the close of escrow.

Once the inspection is completed, a copy of the report will be sent from the buyer, or their agent, to the City. The City will review the report, and the seller, buyer and their agents will be notified of any repairs that need to be completed by the seller prior to close of escrow. Due to the nature of some required repairs, the City may require some items to be completed by a licensed contractor.

E. Real Estate Agent Representation

Except for the initial sale, seller and buyer shall be represented by real estate agents. The sales contract, disclosures and division of real estate costs, i.e., agent's commission, title and escrow, etc., is negotiated between the seller and buyer, and the City is not involved.

F. Permitted Transfers

The following transfers of title are permitted: a transfer by gift, devise, or inheritance to any Participant's spouse, children, grandchildren, or other family member or the taking of title by the surviving joint tenant that is a Participant's spouse; (ii) transfer of title to a spouse as part of a divorce or dissolution proceedings; and (iii) acquisition of title by a spouse in conjunction with marriage. In the event of a permitted transfer pursuant to the foregoing, if the transferee household does not qualify as a Low Income Household at the time the transfer occurs, the transferee household shall not be permitted to occupy the Program Unit and shall act with reasonable diligence to sell or transfer the Program Unit to a third party pursuant to Section VII(B) or (C) above.

G. Sale / Resale Procedures

If the Developer (as to the first sale of the Program Unit to a Low Income Household) or a Participant (as to each subsequent sale of the Program Unit during the Term) elects at any time to sell or transfer the Program Unit during the Term (or is required to sell or transfer the Program Unit pursuant to the last sentence of Section VII F above), then Developer or the Participant, as applicable, shall first provide to City a notice (the "Notice of Proposed Sale") setting forth Developer's or the Participant's intention to sell the Program Unit. In the event Developer or the Participant desires assistance in locating a Low Income Household to purchase the Program Unit, Developer or the Homebuyer shall notify City in the Notice of Proposed Sale. If City locates a Low Income Household, City shall notify Developer or the Participant in writing, within thirty (30) days after receipt of Developer's or the Homebuyer's Notice of Proposed Sale. Notwithstanding the foregoing, nothing contained herein shall be construed as imposing upon City any obligation to find a purchaser of the Program Unit.

For the purpose of confirming with City that a proposed purchaser is a Low Income Household that will be paying a purchase price that is in compliance with the terms hereof, Developer or the Participant, as applicable when Participant elects to sell the Program Unit, shall notify City in writing of any offer from a prospective purchaser which Developer or the Participant intends to accept, disclosing the identity of such prospective purchaser and providing City with such financial, credit, and other information relating to such prospective purchaser as may be reasonably required by City, including the following: (i) the name and address of the purchaser; (ii) the number of persons comprising the purchaser's household and their names and ages; (iii) the proposed purchase price of the Program Unit, and any other consideration for the purchase of the Program Unit; (iv) the amount of the proposed down payment; (v) the terms of any loan that will be used by the purchaser to finance the purchase of the Program Unit, including but not limited to the estimated principal, interest rate, payment

schedule, term, and loan fees; (vi) the anticipated closing date; (vii) the aggregate annual gross income of the purchaser's household; (viii) the most recent federal and state income tax returns of the purchaser and all other members of the purchaser's household for the preceding two (2) calendar years, and verification of the proposed purchaser's salary or wages from the purchaser's employer; (ix) a copy of any proposed purchase and sale agreement, escrow instructions, loan application, or other agreements between Developer or the Participant, as applicable, and the proposed purchaser of the Program Unit; and (x) a written statement signed by the proposed purchaser that the Program Unit will be occupied by the purchaser and used as his or her primary residence. The City Manager may also require the purchaser to submit other written documentation as may be reasonably necessary to enable the City Manager to verify the information provided by the purchaser and to determine that the income and Affordable Housing Cost restrictions of this Agreement will be satisfied. Within fifteen (15) calendar days after receiving documentation regarding a proposed purchaser, the City Manager shall review all such documentation and shall notify Developer or Participant, as applicable, the prospective purchaser, and the escrow agent in the transaction (if escrow has been opened at that time) as to whether the proposed purchaser does or does not qualify as a Low Income Household, whether the purchase price does or does not qualify as Affordable Housing Cost, or whether additional documentation is necessary in order for City to make either such determination. If the City Manager disapproves of any of such submittals, he/she shall do so in writing and shall explain the reasons therefor. If the City Manager fails to timely approve or disapprove a request for approval of the transaction, he/she shall be conclusively deemed to have approved the transaction on the terms and conditions set forth in the request (and any other minor revisions to such terms and conditions that do not materially change the information previously submitted to the City Manager relating to the eligibility of the purchaser and the fact of the purchase price qualifying as an Affordable Housing Cost).

VIII. ONGOING REQUIREMENTS

A. Occupancy Requirement

During the Term hereof and the period of its ownership, each Participant shall occupy the Program Unit as their primary residence. In no event shall the Program Unit be leased or rented. Any Participant or successor in interest who rents a Program Unit shall be required to forfeit to City all monetary amounts so obtained. In addition, City may institute any appropriate legal actions to ensure compliance with these Guidelines and the Agreements.

B. Compliance Verification

The City shall have the continuing right to verify that the restrictions, limitations, and requirements of these Guidelines are being complied with. In connection therewith, upon City's request, which request shall not be made more than once per year, the Participant shall promptly complete, sign and return a questionnaire delivered by City and shall deliver such written information as City may reasonably request. Additionally, City may contact occupants of the Program Unit at reasonable times during the day and ask them questions regarding Participant (if Participant is still the fee owner) or any Participant's compliance with these Guidelines.

C. Changes in Income After Purchase Permitted

A Participant may continue to own and occupy the Program Unit if their income changes after the date of their initial purchase / occupancy of such unit and such Participant no longer qualifies as a Low Income Household (subject to Section VII(F) above).

IX. GENERAL

A. The City's Role

The City is the program administrator and secondary lender. As the program administrator, the City is responsible for oversight and compliance of the affordable resale restrictions. The City's responsibilities include but are not limited to:

- i. Calculating the sales price for Program Units at the time of the first sale and for each subsequent sale to a Low Income Household
- ii. Ensuring that upon resale, the property is in a "move-in" ready condition
- iii. Verifying eligibility of Participants in the program
- iv. Annual occupancy monitoring and verification

The City is a lien holder on each Program Unit and does not have an ownership interest in the Program Units.

The City reserves the right to request any supporting documentation or information as needed. The City at its sole and reasonable discretion may make exceptions to these Guidelines so long such exception is in conformance with the Agreements.

Title 18, Section 1001 of the United States Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States. It is very important to provide complete and accurate information as requested by the City.

The City may hire a third party to perform its roles as Administrator. The Developer shall reimburse the City for such costs associated with the initial sale of a Program Unit, and the selling Participant shall reimburse the City for such costs associated each subsequent sale of a Program Unit during the term.

B. Remedies of City

The City shall have all equitable rights and remedies available to City in connection with any violation of the Agreements, including, without limitation, the right to enjoin any violation of the Agreements and the right to obtain specific performance of the Agreements. In addition, upon a sale of the Program Unit in violation of this Agreement, or any other default by Developer or a Participant under this Agreement which is not cured within thirty (30) days after written notice by City (an “Event of Default”), City shall have the right to an order ejecting any occupant from the Affordable Housing Unit whose occupancy violates this Agreement, and/or such other relief as may be available at law or in equity.

EXHIBIT "A"

Los Angeles County Utility Allowance Schedule (As of 7/1/2022)



LACDA Utility Allowance Schedule

(Effective 07-01-2022)

Los Angeles County	Single Family Unit Size							Multi Family Unit Size							SRO Single Room Occupancy			
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	0 BR	1 BR	2 BR	3 BR	4 BR		5 BR	6 BR	7 BR
Heating	14	20	26	34	45	54	64	76	87	11	15	19	24	32	38	43	50	56
Electric	23	32	43	55	74	86	95	108	121	17	24	32	40	53	63	70	79	91
Cooking	6	8	11	13	17	19	22	25	28	6	8	11	13	17	19	22	25	28
Water	9	13	16	20	25	29	33	36	40	9	13	16	20	25	29	33	36	40
Heating	10	14	18	22	31	37	44	50	56	10	14	18	22	31	37	44	50	56
Electric	18	25	32	39	49	56	63	71	80	18	25	32	39	49	56	63	71	80
Other: Basic Electric	30	36	44	53	61	72	82	93	104	30	36	44	53	61	72	82	93	104
Water	26	34	42	59	76	92	109	125	142	70	78	86	103	119	136	152	169	185
Trash	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37
Air Conditioning	15	21	28	35	47	55	63	71	79	12	16	21	26	35	41	47	54	60
Appliances	Range: 7 Refrigerator: 8														8			

Los Angeles County	Single Family Unit Size							Multi Family Unit Size							SRO Single Room Occupancy			
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR	0 BR	1 BR	2 BR	3 BR	4 BR		5 BR	6 BR	7 BR
Heating	20	27	36	46	61	72	82	94	105	16	22	28	35	46	54	63	71	80
Cooking	8	11	14	17	22	25	29	32	35	8	11	14	17	22	25	29	32	35
Water	15	22	28	34	43	49	56	63	70	15	22	28	34	43	49	56	63	70
Heating	30	36	44	53	61	72	82	93	104	30	36	44	53	61	72	82	93	104
Other: Basic Electric	26	34	42	59	76	92	109	125	142	70	78	86	103	119	136	152	169	185
Water	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37	37
Trash	14	22	29	36	48	56	64	72	80	12	16	21	27	37	42	49	55	60
Air Conditioning	Range: 7 Refrigerator: 8														8			

EXHIBIT "B"
Income Verification Form

**City of Gardena
Income Verification Form
For Owner Occupied Units**

Effective 4/2023

Head of Household (Print Name): _____

Address: _____

Home Phone:(_____) Cell Phone:(_____)

Date of Birth: _____ Social Security #: _____

HOUSEHOLD COMPOSITION

Name	Sex	Age	Dependent (Yes / No)	Social Security #

Please list any additional household members on a separate sheet of paper.

ANNUAL GROSS INCOME*

PART 1 – ANNUAL GROSS EARNED INCOME	Head of Household	Other Household Members	Total
1. Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
2. Net income from businesses			
3. Social Security, annuities, insurance policies, pension / retirement funds, disability or death benefits received periodically			
4. Payment in lieu of earnings, such as unemployment and disability compensation, worker’s compensation and severance pay			
5. Public assistance, welfare payments			
6. Alimony, child support, other periodic allowances			
7. Regular pay, special pay and allowances of members of Armed Forces			
8. Other (Please describe)			
SUB-TOTAL: ANNUAL GROSS EARNED INCOME			

PART 2 – ANNUAL GROSS INVESTMENT INCOME	Head of Household	Other Household Members	Total
1. Income from real property (e.g., rental property)			
2. Interest received on bank and savings accounts			
3. Dividends and other payments from stocks and bonds			
4. Other (please describe)			
SUB-TOTAL: ANNUAL GROSS INVESTMENT INCOME			

**Note: For intermittent and/or sporadic income sources, please provide the annual average of income over the last two tax years.*

The following items are not considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments, capital gains and settlement for personal or property losses; educational scholarships paid directly to the student of educational institution; special pay to a serviceperson head of family away from home and under hostile fire; relocation payments under federal, state, or local law; foster child care payments; value of coupon allotments for purpose of food under the Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

ASSETS**

TYPES OF ASSETS	Head of Household	Does this asset generate income?***	Other Household Members	Does this asset generate income?***	Total
1. Equity in Real Property (other than household's full-time residence)					
2. Bank & Savings Accounts					
3. Stocks & Bonds					
4. Other (please describe)					
SUB-TOTAL: TOTAL ASSET VALUE					

***Note: If the total value of household assets exceeds \$5,000, income shall include the greater of (i) the actual amount of income, if any, derived from all the household assets, or (ii) 10 percent of the value of all such assets.*

Necessary items used for personal use are excluded from household assets. Collections of items for hobby, investment or business purposed must be included in household assets.

****If yes, specify in Part 2 – Investment Income above. If no, write "N/A"*

CALCULATION OF HOUSEHOLD'S ANNUAL GROSS INCOME

Does the Household's TOTAT ASSET VALUE exceed \$5,000? Yes / No

If yes, skip to 2, below.

1. If no, the Household's ANNUAL GROSS INCOME =
ANNUAL GROSS EARNED INCOME + ANNUAL GROSS INVESTMENT INCOME

\$ _____ + \$ _____ = \$ _____
ANNUAL GROSS INCOME

2. If yes, calculate 10% x TOTAL ASSET VALUE = \$ _____

Circle the greater of:

(i) Household's ANNUAL GROSS INVESTMENT INCOME = \$ _____

(ii) 10% of Household's TOTAL ASSET VALUE = \$ _____

The Household's ANNUAL GROSS INCOME = the number circled above

[GREATER OF (10% TOTAL ASSET VALUE)
OR (ANNUAL GROSS INVESTMENT INCOME)] + ANNUAL GROSS
EARNED INCOME

\$ _____ + \$ _____ = \$ _____
ANNUAL GROSS INCOME

DOCUMENTATION

Attached are true copies of the following:

- | | |
|--|--|
| <input type="checkbox"/> Paycheck stubs from two most recent pay periods | <input type="checkbox"/> Bank / savings account verification |
| <input type="checkbox"/> Employment verification | <input type="checkbox"/> Investment account verification |
| <input type="checkbox"/> Income tax return | <input type="checkbox"/> Self-employment verification |
| <input type="checkbox"/> Social Security verification | <input type="checkbox"/> Unemployment verification |
| <input type="checkbox"/> Alimony / child support verification | <input type="checkbox"/> Welfare verification |
| <input type="checkbox"/> Other (Describe: _____) | <input type="checkbox"/> Disability verification |

EXHIBIT "C"
Affidavit of Non-Collusion

City of Gardena
Affidavit of Non-Collusion
For Owner Occupied Units

Effective 4/2023

The undersigned, being duly sworn on oath, that says that prospective buyers identified by _____, are in no way or manner affiliated with or related to any member, representative, or agent of the firm, company, corporation or partnership represented by him/her.

He/She further says that no other person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of the identification of the prospective buyers.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this ___ day of _____, _____

Notary Public Signature

My Commission Expires: _____